Fil-Qorti tal-Maġistrati (Malta)
Magistrat Dr.Gabriella Vella B.A., LL.D.

Inkjesta Nru. 839/19

Fl-Atti ta' l-Inkjesta dwar ir-Rikors Ġuramentat ta' Marion Pace Asciak, detentriċi tal-Karta ta' l-Identità bin-Numru 315654(M), Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), Vicki Ann Cremona, detentriċi tal-Karta ta' l-Identità bin-Numru 421080(M), Simon Sansone, detentur tal-Karta ta' l-Identità bin-Numru 33276(M), Pia Zammit, detentriċi tal-Karta ta' l-Identità bin-Numru 219368(M) u Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 560176(M) f'isem "Repubblika", assoċjazzjoni reġistrata bħala persuna ġuridika mar-Reġistratur għal Persuni Ġuridiċi, ippreżentat fit-13 ta' Mejju 2019 quddiem il-Magistrat Dr. Claire L. Stafrace Zammit u degretat fit-18 ta' Lulju 2019 u dwar Rikors Ġuramentat ta' Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 0560176(M), u tan-Nutar Dr. Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), f'isem Repubblika organizazzjoni reġistrata mar-Reġistratur għal Persuni Guridiċi, LPA 122 u mal-Kummissarju għal Organizazzjonijiet Volontarji bl-ittri VO 1670, ippreżentat f-4 ta' Ottubru 2019 quddiem il-Maġistrat Dr. Doreen Clarke u degretat fis-6 ta' Novembru 2019

PROCÈS-VERBAL

Illum 25 ta' April 2024

Permezz ta' Rikors ippreżentat fit-13 ta' Mejju 2019 (anness ma' l-atti ta' din l-Inkjesta), Marion Pace Asciak, detentriċi tal-Karta ta' l-Identità bin-Numru 315654(M), Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), Vicky Ann Cremona, detentriċi tal-Karta ta' l-Identità bin-Numru 421080(M), Simon Sansone, detentur tal-Karta ta' l-Identità bin-Numru 33276(M), Pia Zammit, detentriċi tal-Karta ta' l-Identità bin-Numru 219368(M) u Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 560176(M) f'isem Repubblika, assoċjazzjoni li hi reġistrata bħala persuna ġuridika mar-Reġistratur għal Persuni Ġuridiċi, talbu li in bażi għal dak minnhom premess fl-imsemmi Rikors relattivament għall-konċessjoni ta' l-Isptar ta' Għawdex, l-Isptar San Luqa u l-Isptar Karen Grech mill-Gvern ta' Malta a favur is-soċjetà Vitals Global Healthcare Limited, in segwitu trasferita a favur is-soċjetà Steward Health Care u relattivament għall-akkwist tas-soċjetà Technoline Limited minn Ivan Vassallo, il-Maġistrat ta' l-Għassa jordna l-ftuħ ta' Inkjesta Maġisterjali ai termini ta' l-Artikolu 546(1) tal-Kap.9 tal-Liġijiet ta' Malta, u dana billi skonthom, dejjem in bażi għal dak minnhom premess fir-Rikors, hemm lok li ssir il-prova ta' l-*in genere* fil-konfront ta' Dr.

Konrad Mizzi, li fiż-żmien rilevanti kien Ministru responsabbli mis-Saħħa, tal-Professur Edward Scicluna, li fiż-żmien rilevanti kien Ministru tal-Finanzi, ta' Dr. Christian Cardona, li fiż-żmien rilevanti kien Ministru responsabbli mill-promozzjoni ta' investimenti u Ministru responsabbli mill-Malta Enterprise, u fil-konfront ta' Ivan Vassallo, u dana sabiex jiġi ippreservat is-suġġett materjali tar-reat u l-provi kollha relattivi għas-segwenti reati:

Fil-konfront ta' Dr. Konrad Mizzi – I.D. 521577(M):

- Ir-reat ta' kompliċità ai termini ta' l-Artikolu 42 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' assocazzjoni ai termini ta' l-Artikolu 48A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' promozzjoni ta' għaqda ta' żewġ persuni jew aktar bil-ħsieb li jagħmlu reat kriminali ai termini ta' l-Artikolu 83A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' korruzzjoni ta' uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 115 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-Artikolu 121A(2)(3) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'aġġudizkazzjonijiet ai termini ta' l-Artikolu 124 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'għoti ta' ordnijiet ai termini ta' l-Artikolu 125 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' serq minn uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 127 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' kxif ta' sigrieti uffiċjali ai termini ta' l-Artikolu 133 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravju meta r-reati jsiru minn uffiċjal pubbliku ai termini ta' l-Artikolu 141 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' dikjarazzjoni falza jew tagħrif falz lil awtorità pubblika ai termini ta' l-Artikolu 188 tal-Kodiċi Kriminali;
- Ir-reat ta' kxif ta' sigrieti professjonali ai termini ta' l-Artikolu 257 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' approprazzjoni bla jedd ai termini ta' l-Artikolu 293 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, bl-aggravanti previst fl-Artikolu 294 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' frodi b'eġħmil qarrieqi ai termini ta' l-Artikolu 308 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' każijiet oħra ta' qligħ b'qerq ai termini ta' l-Artikolu 309 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravanti prevista fl-Artikolu 310(1)(a) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Reat ta' *money laundering* skond il-provvedimenti ta' l-Att kontra l-*Money Laundering*, Kap.373 tal-Liġijiet ta' Malta..

Fil-konfront ta' Dr. Christian Cardona – I.D. 364572(M):

- Ir-reat ta' kompliċità ai termini ta' l-Artikolu 42 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' assocazzjoni ai termini ta' l-Artikolu 48A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' promozzjoni ta' għaqda ta' żewġ persuni jew aktar bil-ħsieb li jagħmlu reat kriminali ai termini ta' l-Artikolu 83A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' korruzzjoni ta' uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 115 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-Artikolu 121A(2)(3) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'aġġudizkazzjonijiet ai termini ta' l-Artikolu 124 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'għoti ta' ordnijiet ai termini ta' l-Artikolu 125 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' serq minn uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 127 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' kxif ta' sigrieti uffiċjali ai termini ta' l-Artikolu 133 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravju meta r-reati jsiru minn uffiċjal pubbliku ai termini ta' l-Artikolu 141 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' dikjarazzjoni falza jew tagħrif falz lil awtorità pubblika ai termini ta' l-Artikolu 188 tal-Kodiċi Kriminali;
- Ir-reat ta' kxif ta' sigrieti professjonali ai termini ta' l-Artikolu 257 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' approprazzjoni bla jedd ai termini ta' l-Artikolu 293 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, bl-aggravanti previst fl-Artikolu 294 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' frodi b'egħmil qarrieqi ai termini ta' l-Artikolu 308 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' każijiet oħra ta' qligħ b'qerq ai termini ta' l-Artikolu 309 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravanti prevista fl-Artikolu 310(1)(a) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Reat ta' *money laundering* skond il-provvedimenti ta' l-Att kontra l-*Money Laundering*, Kap.373 tal-Liġijiet ta' Malta.

Fil-konfront tal-Professur Edward Scicluna – I.D. 892646(M):

- Ir-reat ta' kompliċità ai termini ta' l-Artikolu 42 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' assocazzjoni ai termini ta' l-Artikolu 48A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;

- Ir-reat ta' promozzjoni ta' għaqda ta' żewġ persuni jew aktar bil-ħsieb li jagħmlu reat kriminali ai termini ta' l-Artikolu 83A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' korruzzjoni ta' uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 115 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'aġġudizkazzjonijiet ai termini ta' l-Artikolu 124 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'għoti ta' ordnijiet ai termini ta' l-Artikolu 125 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' serq minn uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 127 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' kxif ta' sigrieti uffiċjali ai termini ta' l-Artikolu 133 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravju meta r-reati jsiru minn uffiċjal pubbliku ai termini ta' l-Artikolu 141 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' dikjarazzjoni falza jew tagħrif falz lil awtorità pubblika ai termini ta' l-Artikolu 188 tal-Kodiċi Kriminali;
- Ir-reat ta' kxif ta' sigrieti professjonali ai termini ta' l-Artikolu 257 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' approprazzjoni bla jedd ai termini ta' l-Artikolu 293 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, bl-aggravanti previst fl-Artikolu 294 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' frodi b'egħmil qarrieqi ai termini ta' l-Artikolu 308 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' każijiet oħra ta' qligħ b'qerq ai termini ta' l-Artikolu 309 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravanti prevista fl-Artikolu 310(1)(a) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Reat ta' *money laundering* skond il-provvedimenti ta' l-Att kontra l-*Money Laundering*, Kap.373 tal-Liġijiet ta' Malta.

Fil-konfront ta' Ivan Vassallo – 254865(M):

- Ir-reat ta' kompliċità ai termini ta' l-Artikolu 42 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' assocazzjoni ai termini ta' l-Artikolu 48A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' promozzjoni ta' għaqda ta' żewġ persuni jew aktar bil-ħsieb li jagħmlu reat kriminali ai termini ta' l-Artikolu 83A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' korruzzjoni ta' uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 121(3) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-Artikolu 121A(2)(3) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' frodi b'egħmil qarrieqi ai termini ta' l-Artikolu 308 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;

- Ir-reat ta' każijiet oħra ta' qligħ b'qerq ai termini ta' l-Artikolu 309 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Reat ta' *money laundering* skond il-provvedimenti ta' l-Att kontra l-*Money Laundering*, Kap.373 tal-Liġijiet ta' Malta.

B'Risposta ppreżentata fit-30 ta' Mejju 2019 (annessa ma' l-atti ta' din l-Inkjesta) Ivan Vassallo oppona għat-talba ta' Marion Pace Axiaq, Robert Aquilina, Vicky Ann Cremona, Simon Sansone, Pia Zammit u Emanuel Delia għall-assoċazzjoni Repubblika għall-ftuħ ta' Inkjesta Maġisterjali fil-konfront tiegħu u talab li l-istess tiġi miċħuda stante li: *ir-rikors ġuramentat ta' Repubblika ma hu xejn ħlief riproduzzjoni ta' allegazzjonijiet meħudin minn "The Shift News" u ftit mill-blog ta' Daphne Caruana Galizia. Illi f'rikors ta' 'l fuq minn mija u ħamsin faċċata r-rikorrenti ma ppreżentaw l-ebda allegazzjoni li huma jafu bħala fatt – l-anqas allegazzjoni waħda. Illi wisq inqas ma ressqu l-ebda prova dwar reat imwettaq minn Ivan Vassallo. Illi jidher ċar illi dan ir-rikors huwa biss mossa politika, u b'kull rispetto il-Qorti ma għandhiex tintuża b'dan l-iskop. Illi kważi r-rikors kollu huwa bażat fuq allegazzjonijiet illi Projects Malta Limited b'mod għamlet ħażin jew mxiet b'mod korrott meta għażlet li tagħti t-tender bl-isem "Service concession for the redevelopment, maintenance, management and operation of the sites at St. Luke's Hospital, Karen Grech Rehabilitation Hospital u Gozo General Hospital" lis-soċjetà Bluestone Investments Limited. Illi Ivan Vassallo u Technoline Limited ma kellhom xejn x'jaqsmu ma' dan il-proċess. Illi għall-kuntrarju ta' dak allegat fir-rikors, is-soċjetà Technoline Limited ma hijiex ta' Vitalis Global Healthcare Limited ("VGH") iżda l-uniku azzjonist finali huwa fil-fatt Ivan Vassallo nnifsu tramite is-soċjetà Gateway Solutions Limited (C 49432). Sfortunatament jidher illi ir-rikorrenti ma jifhmux id-differenza bejn azzjonista u kreditur. Dan seta' jiġi ċċarat faċilment b'tfittxija fuq is-sit elettroniku tar-'Registry of Companies'. Illi jidher ċar ukoll illi l-allegazzjonijiet dwar il-ftehim bejn Technolinw u VGH ħarġu minn kompetituri ta' Technoline, intiżi sabiex jostakolaw u jxekklu n-negozju ta' Technoline Limited. Illi anke kieku s-soċjetà Technoline Limited kellha tinxtara minn VGH, dan bl-ebda mod m'għandu jitqies bħala attività kriminali jew reat kif Donny ġie allegat mir-rikorreti. Illi l-ftehim bejn VGH u Technoline huwa ftehim kummerċjali bejn soċjetajiet privati, liema ftehim huwa tip komuni ħafna f'kull settur ta' l-industrija u jfisser illi VGH jkollha x'taqsam ma' soċjetà waħda u mhux ma' ħafna soċjetajiet differenti meta tixtri dak li jonqosha għall-isptarijiet immexxija minnha. Illi m'huwiex minnu illi l-prezzijiet ta' l-artikli provduti minn Technoline żdiedu b'riżultat ta' dana l-ftehi, anzi naqsu – u anki li kieku żdiedu, dawn jitħallsu minn VGH u mhux mill-pubbliku Malti kif ġie allegat fir-rikors. Għal darba oħra, dan ma jikkostitwixxi l-ebda attività kriminali jew reat kif mitlub mill-Artikolu 546 tal-Kapitolu 9 tal-Liġijiet ta' Malta. Illi r-rikorrenti jallegaw ukoll illi l-fatt li Ivan Vassallo bħala ex-impjegat, xtara l-ishma fis-soċjetà Technoline Limited jmur kontra l-liġi dwar il-kompetizzjoni. B'kull rispett, dan juri biċ-ċar illi r-rikorrenti ma jifhmux il-kontenut ta' l-Att dwar il-Kompetizzjoni. Illi*

nonostante t-tul tar-rikors, l-istess rikors ma juri bl-ebda mod illi Ivan Vassallo għandu jkun suġġett għal inkjesta kriminali. Ma hemm l-ebda każ jew fatt konkret li għandu jwassal għal din il-konklużjoni. Ir-rikorrenti jindikaw biss illi l-allegazzjonijiet elenkati għandhom jqajmu suspett raġonevoli illi kien hemm xi ksur ta' liġi kriminali minn Ivan Vassallo ida ma jagħmlu l-ebda riferenza konkreta f'dan is-sens. Illi r-rikors jagħmel riferenza għal diversi artikoli tal-Kapitolu [recte : 9] *tal-Liġijiet ta' Malta illi allegatament ġew miksura minn Ivan Vassallo però ma tressaq l-ebda fatt f'dan is-sens. Illi l-fatti u allegazzjonijiet imsemmija kontra Ivan Vassallo jistgħu jinqasmu fi tnejn – dawk li huma veri iżda ma humiex reat (bħall-fatt tal-ftehim kummerċjali bejn Technoline Limited u VGH) u dawk li ma humiex veri ida illi anki li kieku veri, ma humiex reat (li VGH hija s-sid ta' l-ishma fis-soċjetà Technolien Limited).*

B'Risposta ppreżentata fit-3 ta' Ġunju 2019 (annessa ma' l-atti ta' din l-Inkjesta) il-Professur Edward Scicluna, Dr. Christian Cardona u Dr. Konrad Mizzi opponew għat-talba ta' Marion Pace Axiaq, Robert Aquilina, Vicky Ann Cremona, Simon Sansone, Pia Zammit u Emanuel Delia għall-assoċazzjoni Repubblika għall-ftuħ ta' Inkjesta Maġisterjali fil-konfront tagħhom u talbu li l-istess tiġi miċħuda u dana stante li *minn qari tar-rikors promotur jidher ċar li tali rikors huwa fit-totalità tiegħu sensiela ta' konklużjonijiet fiergħa, u spekulazzjoni li mhix sostnuta minn xi prova ta' aġir mhux xieraq, wisq anqas hija xi prova imqar prima facie ta' xi reat. Ir-rikors għandu minn natura ta' narrattiva politika, u xejn iżjed. Hija Kritika ta' l-amministrazzjoni pubblika preżenti moħbija f'forma ta' talba għal proċeduri in genere. Huwa ċar li r-rikorrenti ma jaqblux mad-deċiżjoni li ħa u implimenta l-Gvern Malti li jagħti konċessjoni għall-iżvilupp u tmexxija ta' l-isptarijiet ta' Għawdex, St.Lukes u Karin Grech. Iżda għax ma jaqblux mal-Gvern, ma jfissirx li seħħ xi reat kriminali. L-esponenti jiċħdu bil-qawwa kollha kull allegazzjoni ta' aġir kriminali addebitat lilhom.* Wara li daħlu fid-dettal fir-rigward ta' diversi allegazzjonijiet dedotti fil-konfront tagħhom u rribattew għalihom u wara li anke ressqu l-kontestazzjoni preliminari li l-mertu tar-Rikors huwa identiku għall-verifika ta' l-Uffiċċju Nazzjonali tal-Verifika u l-Awditur Ġenerali, il-Professur Edward Scicluna, Dr. Christian Cardona u Dr. Konrad Mizzi sostnew illi *minkejja li r-rikors għandu l-pretensjoni li jservi ta' denunzja, rapport jew kwerela għall-fini ta' l-aritkolu 546(4A) tal-Kap.9 tal-Liġijiet ta' Malta, ir-rikors jippekka in kwantu ma jissodisfax il-prerekwiżiti skond il-liġi, u għaldaqstant ir-rikors huwa ineffettiv, monk u jimmerita li jkun skartat minn din l-Onorabbli Qorti, u dan kif ser jiġi spjegat aktar 'l isfel. Illi l-artikolu 546(1), dwar il-proċedura ta' l-in genere u l-kontenut tar-rapport u denunzja jridu li: I. Jiġi identifikat ir-reat; II. li r-reat ikun tali li jista' jingħata priġunerija ta' iżjed minn tlett snin; III. li jiġi deskritt is-suġġett materjali tar-reat 'bid-dettalji kollha wieħed wieħed'; IV. li l-istrument jiġi msemmi u jingħad ukoll il-mod li bih dan l-istrument seta' jġib l-effett, ossia kif ġie attwat ir-reat denunzjat. Identifikazzjoni tar-reat: Ir-rikorrenti jgħidu li huma tal-fehma li abbażi tas-suspetti tagħhom l-esponenti kkommettew*

reat. Skond ir-rikorrenti galadarba, fi kliemhom (u mhux neċessarjament qed jgħidu l-verità), VGH: Daħet f'MOU mal-gvern sabiex tagħmel investgiment f'pajjiżna; Ġiet kostitwita b'share capital ta' €1,200; Irċiviet fondi pubbliċi skond kuntratt ta' konċessjoni; Għadha ma laħqitx il-milestones ta' l-i'zilupp; Ittrasferiet l-ishma lil Steward; Ittentat tagħmel investimenti simili għal ta' Malta, f'pajjiżi oħra ewropeji; Għandha djun ma' operaturi kummerċjali oħra f'Malta. Allura skond ir-rikorrenti, l-esponenti huma ħatja ta' xi reat, senjatament li kienu kompliċi f'għaqda bil-ħsieb li jwettqu reati kriminali, ta' frodi, ta' korruzzjoni ta' uffiċjali pubbliċi, riċiklaġġ ta' flus u kxif ta' sigrieti. Hekk huma identifikaw reati, għalkemm uħud minnhom lanqas jaqbżu l-piena ta' tlett snin. Ir-rikorrenti naqsu però li jiġġustifikaw l-asserzjoni li l-allegazzjonijiet ta' fatt li huma għamlu jikkostitwixxu reat, u aktar minn hekk, il-qabża li huma għamlu mill-allegazzjonijiet u ċirkostanzi li rreferew għalihom għall-asserzjoni li l-esponenti kkommettew tali reati. Għalhekk ir-rikorrenti naqsu li jiddeskrivu s-suġġett materjali tar-reat "bid-dettalji kollha wieħed wieħed" kif irid l-artikolu 546(1). Fil-fatt huma ma jressqux provi, u ma jgħidux kif l-esponenti għamlu r-reati msemmija. Kull ma jagħmlu huwa li jagħtu serje ta' kummenti (kultant mgħawġa fl-istil ta' spin politiku) dwar ċirkostanzi li seħħew li minnhom infushom ma jikkostitwixxu ebda reat. Ebda wieħed minn dawn il-kummenti ma jagħtu s-suġġett materjali tar-reat, u wisq anqas jipprovawh "bid-dettalji kollha wieħed wieħed". Ir-rikorrenti għandhom jedd jagħmlu kritika politika, anke Kritika ħarxa, iżda dan ma jtihomx id-dritt li jaġixxu huma stress b'mod kriminali fil-konfront ta' l-esponenti, b'kalunnji u ħolqien ta' provi intiżi biex jesponu lill-esponenti għal proċeduri kriminali. Ir-rikors huwa miżgħud b'allegazzjonijiet assolutament foloz fil-konfront ta' l-esponenti, li ma huma sopportati minn ebda prova. Fuq dawn il-falsitajiet u fabbrikazzjonijiet huma qegħdin jippretendu li tinfetħ inkjesta fuq l-esponenti. Meqjusa waħidhom, u separatement, il-gideb forsi wieħed jista' jissorvolahom. Però meta wieħed iqis li r-rikorrenti adixxew lill-Onor. Maġistrat b'gidba fuq gidba fil-konfront ta' l-esponenti, wieħed malajr jara l-animu malinn. Fuq gideb u spekulazzjoni, ir-rikorrenti jippretendu li l-esponenti jkunu esposti għal proċeduri kriminali, u, f'moħħ ir-rikorrenti din il-Qorti għalhekk hija biss għodda biex iħammġu lill-esponenti. Iżda, wieħed jistaqsi, fejn hu s-suġġett materjali tar-reat, li huwa prerekwiżit tal-proċeduri ta' l-in genere? Minn qari tar-rikors, jidher ċar li huwa biss kummentarju tar-rikorrenti u ta' artikolisti fuq l-aġir tal-konċessjonarju u azzjonisti u investituri wara VGH. Il-ligi trid li l-'istrument jiġi msemmi u jingħad kif seta' jġib l-effett'. Isegwi finalment li r-rikors jippekka f'li ma jgħidx kif allegatament seħħ xi reat, ma semmiex l-'istrument' tar-reat, u ma qalx kif dan l-istrument seta' jġib l-effett tar-reat. Ir-rikors huwa konfuż għall-aħħar. Iżda ħaġa waħda hija ċara daqs il-kristall: imkien ma jispjega kif l-esponenti kkommettew frodi, korruzzjoni u riċiklaġġ ta' flus. Kif ibbenefikaw, kemm irċevew, kif irriċiklaw? Ir-rikorrenti jippretendu li jitfgħu allegazzjonijiet hekk, u f'rikors ta' 153 faċċata mqar ressqu xi prova. Ġaladarba r-rikorrenti kellhom jindikaw ex lege kemm l-istrument u kif dan

seta' jġib l-effett tar-reat, ta' min isemmi l-elementi tal-ħasil ta' flus, komunement msemmija bħala "placement", "layering" u "integration". Bi placement wieħed jifhem li l-flus ta' provenjenza leċita, solitament f'forma kontanti, jidħlu fis-sistema finanzjarja. Issa f'dak kollu li allega r-rikorrenti, dan ma jirriżultax. Lanqas remotament ma jista' jingħad li l-esponenti rċevew xi flus kontanti jew xort' oħra, u allura lanqas jista' jingħad li l-esponenti daħħlu tali flus fis-sistema finanzjarja. B'layering wieħed jifhem li l-flus illeċiti introdotti fis-sistema finanzjarja jitmexxew minn bank għall-ieħor taħt bosta transazzjonijiet finanzjarji kumplessi, biex wieħed jiddistanzja lilu nnifsu mill-oriġini leċita tal-fondi. Eżempju ta' dawn it-transazzjonijiet jistgħu ikunu xi self, letter of credit, garazija bankarja eċċ. Hawn ukoll ir-rikorrenti ma setgħux juru layering għaliex l-esponenti ma kellhomx kuntatt ma' xi flejjes u allura lanqas qatt ma jista' jingħad li saru xi transazzjonijiet finanzjarji ta' layering. B'integration wieħed jifhem li l-fondi leċiti li jkunu ġew proċessati kif ingħad jerġgħu jiddaħħlu fl-ekonomija leġittima billi tingħata spjegazzjoni innokwa għall-oriġini tal-flus, bħax-xiri ta' xi negozju jew proprjetajiet kummerċjali. Hawn ukoll, joħroġ li l-esponenti ma għandhom xejn għal xiex jirrispondu. Ir-rikorrenti lanqas biss jallegaw dan, aħseb u ara kemm ipprovawh. Dwar ir-reat tal-korruzzjoni, x'korruzzjoni hi din? L-esponenti qatt ma rċievew xejn indebitament, qatt ma talbu, u lanqas ma ppretendew. X'inhu l-istrument li jġib l-effett tar-reat tal-korruzzjoni, meta ma kien hemm l-ebda korruzzjoni? Dwar ir-reat tal-frodi, fejn hi l-frodi li qed jallegaw? Qegħdin jirreferu għal xi ħlasijiet li għadhom dovuti lill-operaturi kummerċjali mill-konċessjonarju? U jekk hu hekk, għaliex għandhom jirrispondu l-esponenti? Dwar ir-reat ta' interess privat f'aġġudikazzjoni, jew li l-esponenti kixfu sigrieti, fejn hemm l-iċken prova ta' dan? Hemm biss spekulazzjoni bla bażi tar-rikorrenti. Apparti minn hekk, lanqas huwa reat li jġib miegħu piena ta' aktar minn tlett snin priġunerija, kif huwa meħtieġ għall-bidu ta' inkjesta in genere. Anke għaliex Steward erronjament irreġistraw kumpaniji fuq indirizz ta' Ganado Advocates, skond ir-rikorrenti jagħmel lill-esponenti ħatja ta' falsifikazzjoni. L-estremità assoluta fir-raġunament tar-rikorrenti xxejjen għal kollox il-kredibilità tagħhom u turi l-mala fidi. ... f'dawn il-proċeduri odjerni, f'rikors ta' 153 paġna ma hemm xejn għajr spekulazzjoni. Fid-dawl tal-premess huwa lampanti li l-pre-rekwiiti tad-denunzja huma mankanti, u għalhekk it-talba tar-rikorrenti timmerita li tkun miċħuda.

Permezz ta' Digriet datat **18 ta' Lulju 2019** (anness ma' l-atti ta' din l-Inkjesta), il-Maġistrat Dr. Claire L. Stafrace Zammit iddikjarat li ġew sodisfatti ir-rekwiżiti biex tiġi kondotta inkjesta dwar l-*in genere* ai termini ta' l-Artikolu 546(4B) tal-Kap.9 tal-Liġijiet ta' Malta fil-konfront ta' Dr. Konrad Mizzi, Dr. Christian Cardona, il-Professur Edward Scicluna u Ivan Vassallo a bażi ta' allegazzjonijiet li huma kkommettew reati kriminali hekk kif indikat fir-Rikors ippreżentat minn Marion Pace Asciak, Robert Aquilina, Vicky Ann Cremona, Simon Sansone, Pia Zammit u Emanuel Delia f'isem l-assocazzjoni Repubblika.

B'Rikors ippreżentat fit-22 ta' Lulju 2019 (anness ma' l-atti ta' din l-Inkjesta), il-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona appellaw mid-Digriet tal-Maġistrat Dr. Claire L. Stafrace Zammit tat-18 ta' Lulju 2019. Ivan Vassallo ma appellax mill-istess imsemmi Digriet.

Bir-Rikors ta' l-appell tagħhom, il-Professur Edwar Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona talbu li l-Qorti Kriminali tirrevoka d-Digriet tal-Maġistrat Dr. Claire L. Stafrace Zammit tat-18 ta' Lulju 2019 u tgħaddi minflok biex tiċħad it-talbiet ta' Marion Pace Asciak, Robert Aquilina, Vicky Ann Cremona, Simon Sansone, Pia Zammit u Emanuel Delia f'isem l-assoċazzjoni Repubblika u dana in bażi għal diversi sottomissjonijiet li kienu già tressqu minnhom fir-Risposta tagħhom għar-Rikors promotur degretat bid-Digriet tat-18 ta' Lulju 2019 u in bażi għas-sottomissjonijiet addizzjonali li r-Rikors promotur kien ġie ppreżentat minn entità li ma kellhiex personalità ġuridika u li seħħet proċedura rritwali ta' rilaxx ta' dokumenti u avvanzar ta' allegazzjonijiet ġodda kif ukoll li l-allegazzjonijiet avvanzati ma jissodisfawx il-kriterji tal-liġi.

Permezz ta' Risposta ppreżentata fid-29 ta' Lulju 2019, Repubblika opponiet għall-appell tal-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona u talbet li l-istess jiġi miċħud u minflok id-Digriet mogħti mill-Maġistrat Claire Starface Zammit fit-18 ta' Lulju 2019 jiġi kkonfermat. Fl-imsemmija Risposta (annessa ma' l-atti ta' din l-Inkjesta), Repubblika tenniet l-argumenti minnha già mressqa quddiem il-Maġistrat Dr. Claire Stafrace Zammit u rribattiet għas-sottomissjonijiet addizzjonali sollevati mill-appellanti fir-Rikors ta' l-Appell tagħhom.

B'Deċiżjoni datata 3 ta' Ottubru 2019 (annessa ma' l-atti ta' din l-Inkjesta) il-Qorti Kriminali laqgħet l-appell tal-Professur Edward Scicluna, Dr. Konrad Mizzi u ta' Dr. Christian Cardona u rrevokat id-Digriet tal-Maġistrat Dr. Claire Stafrace Zammit datat 18 ta' Lulju 2019 stante li *d-deċiżjoni tal-Maġistrat tat-18 ta' Lulju 2019 li bih akkordat li ssir l-inkjesta fl-in genere hija waħda magħmula b'nuqqas ta' osservanza tal-provvedimenti li jirregolaw id-denunzja, rapport jew kwerela ta' persuna li ma hix l-Avukat Ġenerali jew uffiċjal tal-Pulizija, liema nqas ma jistgħax jitqies li hu wieħed ta' ftit importanza, iżda hu ta' importanza massima, u konsegwenza ta' liema, l-istess Maġistrat ma setgħet qatt tasal għall-konklużjoni li waslet għaliha.*

Permezz ta' Rikors ippreżentat fil-31 ta' Lulju 2019 (anness ma' l-atti ta' din l-Inkjesta), ir-Reġistratur tal-Qrati u Tribunali Kriminali talab lill-Qorti Kriminali tawtorizzah jagħmel kopja ta' l-atti ta' l-inkartament pendenti quddiemha sabiex tkun tista' tittella bil-polza minn fost il-Maġistrati ai termini ta' l-Artikolu 546(4ċ) tal-Kap.9 tal-Liġijiet ta' Malta u dana stante li l-appell mid-Digriet tal-Maġistrat Claire Stafrace Zammit tat-18 ta' Lulju 2019 ġie intavolat biss minn tlett persuni u b'hekk kien hemm il-ħtieġa li ssir tali kopja

ta' l-atti biex l-Inkjesta titkompla u tiġi assenjata ai termini tal-Liġi fir-rigward tal-persuna li ma appellatx mill-imsemmi Digriet tat-18 ta' Lulju 2019.

B'Digriet datat 7 ta' Awwissu 2019 (anness ma' l-Atti ta' din l-Inkjesta), il-Qorti Kriminali, wara li semgħet lil Repubblika kif ukoll lill-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona, ċaħdet it-talba tar-Reġistratur tal-Qrati u Tribunali Kriminali stante li din saret fi stadju fejn matulu kienet qed tiġi konsidrata t-talba tal-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona għar-revoka tad-Digriet tal-Maġistrat Dr. Claire Stafrace Zammit datat 18 ta' Lulju 2019.

Permezz ta' Rikors ulterjuri datat 9 ta' Awwissu 2019 (anness ma' l-atti ta' din l-Inkjesta) ir-Reġistratur tal-Qrati u Tribunali Kriminali talab lill-Qorti Kriminali sabiex jiġi awtorizzat jgħaddi kopja ta' l-inkartament ta' l-atti pendenti quddiemha lill-Maġistrat Dr. Gabriella Vella u dana in segwitu għal Digriet ta' l-istess imsemmija Maġistrat datat 9 ta' Awwissu 2019. Din it-talba tar-Reġistrati tal-Qrati u Tribunali Kriminali ġiet milqugħa mill-Qorti Kriminali b'Digriet data 3 ta' Ottubru 2019.

Permezz ta' Rikors ippreżentat fl-4 ta' Ottubru 2019 (anness ma' l-atti ta' din l-Inkjesta) Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 0560176(M) u Dr. Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), f'isem Repubblika, organizazzjoni reġistrata mar-Reġistratur għal Persuni Ġuridiċi LPA-122 u mal-Kummissarju għal Organizazzjonijiet Volontarji VO 1670, talbu li in bażi għal dak minnhom premess fl-imsemmi Rikors relattivament għall-konċessjoni ta' l-Isptar ta' Għawdex, l-Isptar San Luqa u l-Isptar Karen Grech a favur is-soċjetà Vitals Global Healthcare Limited, in segwitu trasferita a favur is-soċjetà Steward Health Care u in konnessjoni mad-distruzzjoni ta' evidenza kruċjali tas-suġġett materjali tar-reat ta' ħasil ta' flus, il-Maġistrat ta' l-Għassa jordna l-ftuħ ta' Inkjesta Maġisterjali a tenur tal-Kodiċi Kriminali u dana billi skonthom, dejjem in bażi għal dak minnhom premess fir-Rikors, hemm lok li ssir il-prova ta' l-*in genere* fil-konfront ta' Dr. Konrad Mizzi, li fiż-żmien rilevanti kien Ministru responsabbli mis-Saħħa, tal-Professur Edward Scicluna, li fiż-żmien rilevanti kien Ministru tal-Finanzi u ta' Dr. Christian Cardona, li fiż-żmien rilevanti kien Ministru responsabbli mill-promozzjoni ta' investimenti u Ministru responsabbli mill-Malta Enterprise u dana sabiex jiġi ippreservat is-suġġett materjali tar-reat u l-provi kollha relattivi għas-segwenti reati:

Fil-konfront ta' Dr. Konrad Mizzi – I.D. 521577(M):

- Ir-reat ta' kompliċità ai termini ta' l-Artikolu 42 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' assocazzjoni ai termini ta' l-Artikolu 48A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;

- Ir-reat ta' promozzjoni ta' għaqda ta' żewġ persuni jew aktar bil-ħsieb li jagħmlu reat kriminali ai termini ta' l-Artikolu 83A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' korruzzjoni ta' uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 115 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-Artikolu 121A(2)(3) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'aġġudizkazzjonijiet ai termini ta' l-Artikolu 124 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'għoti ta' ordnijiet ai termini ta' l-Artikolu 125 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' serq minn uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 127 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' kxif ta' sigrieti uffiċjali ai termini ta' l-Artikolu 133 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravju meta r-reati jsiru minn uffiċjal pubbliku ai termini ta' l-Artikolu 141 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' dikjarazzjoni falza jew tagħrif falz lil awtorità pubblika ai termini ta' l-Artikolu 188 tal-Kodiċi Kriminali;
- Ir-reat ta' kxif ta' sigrieti professjonali ai termini ta' l-Artikolu 257 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' approprazzjoni bla jedd ai termini ta' l-Artikolu 293 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, bl-aggravanti previst fl-Artikolu 294 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' frodi b'egħmil qarrieqi ai termini ta' l-Artikolu 308 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' każijiet oħra ta' qligħ b'qerq ai termini ta' l-Artikolu 309 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravanti prevista fl-Artikolu 310(1)(a) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Reat ta' *money laundering* skond il-provvedimenti ta' l-Att kontra l-*Money Laundering*, Kap.373 tal-Liġijiet ta' Malta.

Fil-konfront ta' Dr. Christian Cardona – I.D. 364572(M):

- Ir-reat ta' kompliċità ai termini ta' l-Artikolu 42 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' assocazzjoni ai termini ta' l-Artikolu 48A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' promozzjoni ta' għaqda ta' żewġ persuni jew aktar bil-ħsieb li jagħmlu reat kriminali ai termini ta' l-Artikolu 83A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' korruzzjoni ta' uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 115 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-Artikolu 121A(2)(3) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;

- Ir-reat ta' interess privat f'aġġudizkazzjonijiet ai termini ta' l-Artikolu 124 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'għoti ta' ordnijiet ai termini ta' l-Artikolu 125 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' serq minn uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 127 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' kxif ta' sigrieti uffiċjali ai termini ta' l-Artikolu 133 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravju meta r-reati jsiru minn uffiċjal pubbliku ai termini ta' l-Artikolu 141 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' dikjarazzjoni falza jew tagħrif falz lil awtorità pubblika ai termini ta' l-Artikolu 188 tal-Kodiċi Kriminali;
- Ir-reat ta' kxif ta' sigrieti professjonali ai termini ta' l-Artikolu 257 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' approprazzjoni bla jedd ai termini ta' l-Artikolu 293 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, bl-aggravanti previst fl-Artikolu 294 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' frodi b'egħmil qarrieqi ai termini ta' l-Artikolu 308 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' każijiet oħra ta' qligħ b'qerq ai termini ta' l-Artikolu 309 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravanti prevista fl-Artikolu 310(1)(a) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Reat ta' *money laundering* skond il-provvedimenti ta' l-Att kontra l-*Money Laundering*, Kap.373 tal-Liġijiet ta' Malta.

Fil-konfront tal-Professur Edward Scicluna – I.D. 892646(M):

- Ir-reat ta' kompliċità ai termini ta' l-Artikolu 42 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' assocazzjoni ai termini ta' l-Artikolu 48A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' promozzjoni ta' għaqda ta' żewġ persuni jew aktar bil-ħsieb li jagħmlu reat kriminali ai termini ta' l-Artikolu 83A tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' korruzzjoni ta' uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 115 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'aġġudizkazzjonijiet ai termini ta' l-Artikolu 124 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' interess privat f'għoti ta' ordnijiet ai termini ta' l-Artikolu 125 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' serq minn uffiċjal jew impjegat pubbliku ai termini ta' l-Artikolu 127 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' kxif ta' sigrieti uffiċjali ai termini ta' l-Artikolu 133 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;

- Bl-aggravju meta r-reati jsiru minn uffiċjal pubbliku ai termini ta' l-Artikolu 141 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' dikjarazzjoni falza jew tagħrif falz lil awtorità pubblika ai termini ta' l-Artikolu 188 tal-Kodiċi Kriminali;
- Ir-reat ta' kxif ta' sigrieti professjonali ai termini ta' l-Artikolu 257 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' approprazzjoni bla jedd ai termini ta' l-Artikolu 293 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, bl-aggravanti previst fl-Artikolu 294 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' frodi b'egħmil qarrieqi ai termini ta' l-Artikolu 308 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Ir-reat ta' każijiet oħra ta' qligħ b'qerq ai termini ta' l-Artikolu 309 tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Bl-aggravanti prevista fl-Artikolu 310(1)(a) tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta;
- Reat ta' *money laundering* skond il-provvedimenti ta' l-Att kontra l-*Money Laundering*, Kap.373 tal-Liġijiet ta' Malta.

Permezz ta' Risposta ppreżentata fil-15 ta' Ottubru 2019 (annessa ma' l-atti ta' din l-Inkjesta) il-Professur Edward Scicluna, Dr. Christian Cardona u Dr. Konrad Mizzi oġġezzjonaw għat-talba ta' Repubblika u, a bażi tas-sottomissjonijiet dettaljati imressqa minnhom f'tali Risposta, fosthom li r-Rikors ta' l-4 ta' Ottubru 2019 huwa malizjuz u vessatorju u jikkostitwixxi abbuż tal-proċedura, li l-allegati 'fatti ġodda' ma huma ġodda xejn, li l-allegazzjonijiet avvanzati ma jissodisfawx il-kriterji tal-liġi u li l-mertu huwa identiku għall-verifika ta' l-Uffiċju Nazzjonali tal-Verifika u l-Awditur Ġenerali, u li dak allegat fil-konfront tagħhom huwa għal kollox infondat u falsità gratuita tar-Rikorrenti kontrihom, talbu li l-istess tiġi miċħuda.

B'Digriet datat **6 ta' Novembru 2019** (anness ma' l-atti ta' din l-Inkjesta), il-Maġistrat Dr. Doreen Clarke ddisponiet mir-Rikors ta' Emanuel Delia u Dr. Robert Aquilina f'isem Repubblika ppreżentat fl-4 ta' Ottubru 2019 billi iddikjarat li *ġew sodisfatti r-rekwiżiti biex tiġi kondotta inkjesta dwar l-in genere, peress li diga qed tiġi kondotta inkjesta oħra fejn qed jiġu trattati l-allegazzjonijiet simili għal dawk dedotti fir-rikors odjern, tordna li malli dan id-digriet jgħaddi in ġudikat, l-atti kollha ta' dan ir-rikors jintbagħtu lill-Maġistrat li qed jikkonduċi dik l-Inkjesta l-oħra tramite r-Reġistratur tal-Qrati Kriminali biex jiffurmaw parti mill-atti ta' dik l-Inkjesta.*

B'Rikors ippreżentat fit-8 ta' Novembru 2019 (anness ma' l-atti ta' din l-Inkjesta), il-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona appellaw mid-Digriet tal-Maġistrat Dr. Doreen Clarke quddiem il-Qorti Kriminali u talbu li l-imsemmi Digriet jiġi revokat u minflok tgħaddi biex tiċħad it-talbiet ta' Repubblika kif dedotti fir-Rikors ta' l-4 ta' Ottubru 2019.

B'Risposta ppreżentata fit-22 ta' Novembru 2019 (annessa ma' l-atti ta' din l-Inkjesta) Repubblika opponiet għal-appell tal-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona mid-Digriet tal-Maġistrat Dr. Doreen Clarke datat 6 ta' Novembru 2019 u talbet li l-imsemmi appell jiġi miċħud u minflok l-imsemmi Digriet tas-6 ta' Novembru 2019 jiġi kkonfermat.

B'Deċiżjoni datata 29 ta' Novembru 2019 (annessa ma' l-atti ta' din l-Inkjesta), l-Imħallef Edwina Grima (wara l-astensjonijiet da parte ta' l-Imħallef Consuelo Scerri Herrera – Digriet 10 ta' Novembru 2019 [anness ma' l-atti ta' din l-Inkjesta] u ta' l-Imħallef Aaron Bugeja – Digriet 15 ta' Novembru 2019 [anness ma' l-atti ta' din l-Inkjesta]) ċaħdet l-appell tal-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona u minflok ikkonfermat id-Digriet tal-Maġistrat Dr. Doreen Clarke datat 6 ta' Novembru 2019.

In segwitu għad-Digriet tal-Maġistrat Dr. Claire Stafrace Zammit datat 18 ta' Lulju 2019 u in segwitu għad-Digriet tal-Qorti Kriminali datat 3 ta' Ottubru 2019 **u** wara li l-Maġistrat Dr. Gabriella Vella ttellgħet bil-polza sabiex tmexxi l-Inkjesta in kwistjoni, l-istess Maġistrat Dr. Gabriella Vella, *qua* Maġistrat Inkwirenti tat bidu għall-Inkjesta dwar l-*in genere* fil-konfront ta' Ivan Vassallo **u** in segwitu għad-Digriet tal-Maġistrat Dr. Doreen Clarke datat 6 ta' Novembru 2019, ikkonfermat mill-Qorti ta' l-Appell permezz ta' deċiżjoni datata 29 ta' Novembru 2019, il-Maġistrat Inkwirenti tat bidu għall-Inkjesta dwar l-*in genere* fil-konfront tal-Professur Edward Scicluna, Dr. Konrad Mizzi u Dr. Christian Cardona.

Esperti Nominati:

Permezz ta' diversi Digrieti mogħtija tul il-kors ta' din l-Inkjesta, il-Maġistrat Inkwirenti nnominat lis-segwenti Esperti sabiex jassisstuha f'din l-Inkjesta:

- **Miroslava Milenovic** bħala Forensic Accountant sabiex teżamina dokumenti, dokumentazzjoni, informazzjoni, data, inkluża data elettronika, kif ukoll il-kontenut ta' kull apparat elettroniku ottenut, esebit u/jew elevat fil-kors ta' l-Inkjesta *de quo* fir-rigward tal-konċessjoni ta' l-Isptar ta' Għawdex, l-Isptar San Luqa u l-Isptar Karen Grech mill-Gvern ta' Malta a favur is-soċjetà Vitals Global Healthcare Limited, in segwitu trasferita lis-soċjetà Steward Health Care System LLC, u relattivament għall-akkwist tas-soċjetà Technoline Limited minn Ivan Vassallo/Gateway Solutions Limited, u ta' kull materja ulterjuri li tirriżulta pertinenti għal u allaċċjata mal-mertu ta' din l-Inkjesta, u tagħmel il-konstatazzjonijiet kollha meħtieġa mil-lat finanzjarju fir-rigward ta' kwalunkwe aġir illegali u/jew kriminali, inkluż atti ta' ħasil ta' flus, perpetrat fil-kuntest ta' dan premess u tirrelata dwar il-konklużjonijiet tagħha fir-rigward bil-miktub, u dana anke billi tisma' x-xhieda meħtieġa bil-gurament u/jew b' dikjarazzjoni solenni – Digriet datat 16 ta' Ottubru 2019;

- **Jeremy Harbinson, Vincent Bradley, Dr. Samuel Sittlington, Alan Heath, Andrew Robert Coles, Callum Coulter, Christopher Sittlington, Ciaran Mcllwee, Ciaran Martin Neeson, Courteney Rachel Ann Jamison, David Wright, Gary Edgeworth, Jeffrey Nelson, Jill Kennedy, Kenneth David Churchill, Malcolm McCully, Paul Alexander, Philip Matthews, Rodger Trotter, Ron McCormick, Stephen Clarke, Thomas Patterson, Darran McLaughlin, Patrick James Anderson, Barry O'Donnell** bħala Forensic u Technical Analysts sabiex jeżaminaw dokumenti, dokumentazzjoni, informazzjoni, data, inkluża data elettronika, kif ukoll jagħmlu *forensic clones* u jeżaminaw il-kontenut ta' kull apparat elettroniku ottenut, esebit u/jew elevat fil-kuntest ta' l-Inkjesta *de quo* fir-rigward tal-konċessjoni ta' l-Isptar ta' Għawdex, l-Isptar San Luqa u l-Isptar Karen Grech mill-Gvern ta' Malta a favur is-soċjetà Vitals Global Healthcare Limited, in segwitu trasferita lis-soċjetà Steward Health Care System LLC, u relattivament għall-akkwist tas-soċjetà Technoline Limited minn Ivan Vassallo/Gateway Solutions, u ta' kull materja ulterjuri li tirriżulta pertinenti għal u allaċċjata mal-mertu ta' din l-Inkjesta, u jagħmlu l-konstatazzjonijiet kollha meħtieġa fir-rigward ta' kwalunkwe aġir illegali u/jew kriminali perpetrat fil-kuntest ta' dan premess u jirrelataw dwar il-konklużjonijiet tagħhom fir-rigward bil-miktub, u dana anke billi huma jew min minnhom, jisimgħu x-xhieda meħtieġa bil-ġurament u jew b'dikjarazzjoni solenni. Kif ukoll sabiex jassisstu lill-Pulizija Eżekuttiva f'dawk it-tfittxijiet kollha ordnati minn żmien għal żmien fil-kors ta' din l-Inkjesta – Digriet datat 2 ta' Settembru 2020;

- **Joan Rice** bħala Espert Komputista sabiex flimkien mal-Forensic u Technical Analysts nominati bid-Digriet datat 2 ta' Settembru 2020, teżmina dokumenti, dokumentazzjoni, informazzjoni, data, inkluża data elettronika, u l-kontenut ta' kull apparat elettroniku ottenut, esebit u/jew elevat fil-kuntest ta' l-Inkjesta *de quo* fir-rigward tal-konċessjoni ta' l-Isptar ta' Għawdex, l-Isptar San Luqa u l-Isptar Karen Grech mill-Gvern ta' Malta a favur is-soċjetà Vitals Global Healthcare Limited, in segwitu trasferita lis-soċjetà Steward Health Care System LLC, u relattivament għall-akkwist tas-soċjetà Technoline Limited minn Ivan Vassallo/Gateway Solutions, u ta' kull materja ulterjuri li tirriżulta pertinenti għal u allaċċjata mal-mertu ta' din l-Inkjesta, u tagħmel il-konstatazzjonijiet kollha meħtieġa fir-rigward ta' kwalunkwe aġir illegali u/jew kriminali perpetrat fil-kuntest ta' dan premess, u, jekk ikun il-każ, tirrelata bil-miktub, u dana anke billi, jekk ikun il-każ, tisma' x-xhieda meħtieġa bil-ġurament u jew b'dikjarazzjoni solenni – Digriet datat 1 ta' Awwissu 2021;

- **James McCullough** bħala Espert Komputist sabiex flimkien mal-Forensic u Technical Analysts nominati bid-Digriet datat 2 ta' Settembru 2020, jeżmina dokumenti, dokumentazzjoni, informazzjoni, data, inkluża data elettronika, u l-kontenut ta' kull apparat elettroniku ottenut, esebit u/jew elevat fil-kuntest ta' l-Inkjesta *de quo* fir-rigward tal-konċessjoni ta' l-Isptar ta' Għawdex, l-Isptar San Luqa u l-Isptar Karen Grech mill-Gvern ta' Malta a favur is-soċjetà Vitals Global Healthcare Limited, in segwitu trasferita lis-soċjetà Steward Health Care System LLC, u relattivament għall-akkwist tas-soċjetà Technoline Limited minn Ivan Vassallo/Gateway Solutions, u ta' kull materja ulterjuri li tirriżulta pertinenti għal u allaċċjata mal-mertu ta' din l-Inkjesta, u jagħmel il-konstatazzjonijiet kollha meħtieġa fir-rigward ta' kwalunkwe aġir illegali u/jew kriminali perpetrat fil-kuntest ta' dan premess, u, jekk ikun il-każ, jirrelata bil-miktub, u dana anke billi, jekk ikun il-każ, jisma' x-xhieda meħtieġa bil-ġurament u jew b'dikjarazzjoni solenni – Digriet datat 3 ta' Awwissu 2022;

- **Zara Melody** sabiex flimkien mat-Technical Analysts nominati bid-Digriet datat 2 ta' Settembru 2020, issib id-dokumenti u dokumentazzjoni oriġinali esebiti fl-atti ta' l-Inkjesta u tqabbilhom ma' l-*exhibits* tramite il-*file paths* tagħhom - Digriet datat 12 ta' Settembru 2023;

- **L-Avukat Dr. Martha Travers Tauss** għall-fini li tittraduċi mill-Malti għall-Ingliż dawk it-traskrizzjonijiet ta' xhieda u/jew dokumenti li jiġu indikati lilha tul il-kors ta' din l-Inkjesta – Digriet datat 10 ta' Settembru 2020;

- **Keith Cutajar** bħala Espert Tekniku sabiex:

➢ Jassisti lill-Pulizija Eżekuttiva fit-tfittxijiet ordnati fil-konfront ta' Ivan Vassallo, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), Mario Victor Gatt, detentur tal-Karta ta' l-Identità bin-Numru 523365(M), Technoline Limited, Numru ta' Reġistrazzjoni C-4250, u Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, u sabiex jeleva dawk id-devices elettroniċi u data storage devices indikati lilu waqt il-kors ta' tali tfittxijiet, jagħmel *forensic image* ta' l-istess u jirrelata bil-miktub – Digriet datat 20 ta' Ottubru 2020;

➢ Jagħmel *forensic clone* ta' devices elettronici, inklużi mobile phones, laptops u/jew tablets, li ġew issekwestrati mill-pussess ta' Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), fir-rigward ta' liema sar *repert* ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta, quddiem il-Maġistrat Dr. Doreen Clarke, u dana wara li jingħata aċċess għall-istess permezz ta' Digriet opportun maħruġ mill-Maġistrat Dr. Doreen Clarke – Digriet datat 6 ta' April 2021;

- Jassisti lill-Pulizija Eżekuttiva fit-tfittxijiet ordnati fil-konfront ta' Pierre Sladden, detentur tal-Karta ta' l-Identità bin-Numru 470767(M), u Noella Sladden, detentriċi tal-Karta ta' l-Identità bin-Numru 297366(M), u sabiex jeleva dawk id-devices elettroniċi u data storage devices indikati lilu waqt il-kors ta' tali tfittxijiet, jagħmel *forensic image* ta' l-istess u jirrelata bil-miktub – Digriet datat 13 ta' April 2021;
- Jassissti lill-Pulizija Eżekuttiva fit-tfittxijiet ordnati fil-konfront ta' l-Aġenzija Identità Malta, b'Digriet datat 15 ta' Jannar 2022 – Digriet datat 15 ta' Jannar 2022;
- Jassissti lill-Pulizija Eżekuttiva fit-tfittxijiet ordnati fil-konfront ta' Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), b'Digriet datat 17 ta' Jannar 2022 – Digriet datat 17 ta' Jannar 2022;
- Ġie estiż l-inkarigu ta' l-Espert Tekniku Keith Cutajar sabiex jagħmel *forensic clone* ta' MacBook Pro issekwestrat mingħand Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), li preżentement jinsab esebit bħala DOK KS4 (Ebag L00451473) fl-atti tal-proċeduri fl-ismijiet "Ir-Repubblika ta' Malta v. Alfio Schembri et", pendenti quddiem il-Qorti tal-Maġistrati (Malta) Bħala Qorti Istruttorja presjeduta mill-Maġistrat Dr. Donatella Frendo Dimech, u dana wara li jingħata d-debitu aċċess għall-imsemmi esebit mill-Qorti tal-Maġistrati (Malta) Bħala Qorti Istruttorja;

- **L-Avukat Dr. Martin Bajada** bħala Espert Tekniku sabiex:

- Jassisti lill-Pulizija Eżekuttiva fit-tfittxijiet ordnati fil-konfront ta' Ivan Vassallo, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), Mario Victor Gatt, detentur tal-Karta ta' l-Identità bin-Numru 523365(M), Technoline Limited, C-4250, u Gateway Solutions Limited, C-49432, u sabiex, jekk ikun il-każ, jeleva dawk id-devices elettroniċi u data storage devices indikati lilu waqt il-kors ta' tali tfittxijiet – Digriet datat 20 ta' Ottubru 2020;
- Jiġbor mingħand il-Malta Information Technology Agency lista ta' email accounts li huma jew kienu reġistrati f'isem is-segwenti persuni: Brian Tonna - Karta ta' l-Identità bin-Numru 316764(M), Konrad Mizzi - Karta ta' l-Identità bin-Numru 521577(M), Keith Schembri - Karta ta' l-Identità bin-Numru 331975(M), Chris Cardona - Karta ta' l-Identità bin-Numru 364572(M), Edward Scicluna - Karta ta' l-Identità bin-Numru 892646(M), Joseph Muscat - Karta ta' l-Identità bin-Numru 110274(M), Kenneth Camilleri - Karta ta' l-Identità bin-Numru 551174(M), Mario Galea - Karta ta' l-Identità bin-Numru 333659(M), Adrian Said - Karta ta' l-Identità bin-Numru 325973(M), William Wait - Karta ta' l-Identità bin-Numru 253668(M), James Camenzuli - Karta ta' l-Identità bin-Numru 170271(M), David Anthony Matrenza - Karta ta' l-Identità bin-Numru 312558(M), Emanuel Castagna - Karta ta' l-Identità bin-Numru 282073(M), Charles Grixti - Karta ta' l-Identità bin-Numru 912948(M), Ronald Mizzi - Karta ta' l-Identità bin-Numru 354182(M), Joseph Rapa

- Karta ta' l-Identità bin-Numru 29366(G), Chris Fearne - Karta ta' l-Identità bin-Numru 222863(M), Aron Mifsud Bonnici - Karta ta' l-Identità bin-Numru 18574(M), kif ukoll kopja ta' l-email box kollha ta' kull email account registrat f'isem il-persuni msemmija u jesebixxi tali informazzjoni u *data* fl-atti ta' din l-Inkjesta – Digriet datat 14 ta' Settembru 2020;

- Jiġbor mingħand il-Malta Information Technology Agency lista ta' email accounts li huma jew kienu reġistrati f'isem Robert Borg, detentur tal-Karta ta' l-Identità bin-Numru 281474(M) u kopja ta' l-email box kollha ta' kull email account reġistrat f'isem il-persuna imsemmija u jesebixxi tali informazzjoni u *data* fl-atti ta' din l-Inkjesta – Digriet datat 28 ta' Settembru 2020;

- Jiġbor mingħand il-Malta Information Technology Agency lista ta' email accounts li huma jew kienu reġistrati f'isem Joseph Rapa, detentur tal-Karta ta' l-Identità bin-Numru 23966(G) u kopja ta' l-email box kollha ta' kull email account reġistrat f'isem il-persuna imsemmija u jesebixxi tali informazzjoni u *data* fl-atti ta' din l-Inkjesta – Digriet datat 5 ta' Novembru 2020;

- Jiġbor mingħand il-Malta Information Technology Agency lista ta' email accounts li huma jew kienu reġistrati f'isem Alfred Camilleri, detentur tal-Karta ta' l-Identità bin-Numru 404059(M), Joseph Cuschieri, detentur tal-Karta ta' l-Identità bin-Numru 202868(M), Frederick Azzopardi, detentur tal-Karta ta' l-Identità bin-Numru 152076(M) u John Valeniza, detentur tal-Karta ta' l-Identità bin-Numru 99277(M) u kopja ta' l-email box kollha ta' kull email account reġistrat f'isem il-persuni imsemmija u jesebixxi tali informazzjoni u *data* fl-atti ta' din l-Inkjesta – Digriet datat 9 ta' Frar 2021;

- Jagħmel *forensic clone* tad-devices elettroniċi, inklużi mobile phones, laptops u/jew tablets, li ġew issekwestrati mill-pussess ta' Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), f'Settembru 2020 u fir-rigward ta' liema sar *repert* ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta, quddiem il-Maġistrat Dr. Josette Demicoli, u dana wara li jingħata aċċess għall-istess permezz ta' Digriet opportun maħruġ mill-Maġistrat Dr. Josette Demicoli – Digriet datat 9 ta' Frar 2021;

- Jagħmel *forensic clone* tad-digitised u digital data tal-Bank Pilatus esebita fl-Inkjesta dwar irregolaritajiet da parte ta' l-Uffiċjali tal-Pilatus Bank u ta' l-istess Bank Pilatus, u dana wara li jingħata aċċess għall-istess permezz ta' Digriet opportun maħruġ mill-Maġistrat Inkwirenti li qed imexxi l-imsemmija Inkjesta– Digriet datat 22 ta' Frar 2021;

- Jiġbor mingħand il-Malta Gaming Authority u l-Malta Financial Services lista ta' email accounts li huma jew kienu registrati f'isem Joseph Cuschieri, detentur tal-Karta ta' l-Identità bin-Numru 202868(M), kif ukoll kopja ta' kull email account reġistrat f'isem l-imsemmi Joseph Cuschieri u jesebixxi tali informazzjoni u *data* fl-atti ta' din l-Inkjesta – Digriet datat 3 ta' Marzu 2021;

➢ Jagħmel *forensic clone* tad-devices elettroniċi, inklużi mobile phones, laptops u/jew tablets ssekwestrati mill-pussess ta' Brian Tonna, detentur tal-Karta ta' l-Identità bin-Numru 316764(M), ta' Emanuel Castagna, detentur tal-Karta ta' l-Identità bin-Numru 282073(M), u ta' Karl Cini, detentur tal-Karta ta' l-Identità bin-Numru 136975(M), fl-20 ta' Settembru 2020 u fir-rigward ta' liema sar *repert* ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta, quddiem il-Maġistrat Dr. Josette Demicoli, u dana wara li jingħata aċċess għall-istess permezz ta' Digriet opportun maħruġ mill-Maġistrat Dr. Josette Demicoli– Digriet datat 12 ta' Marzu 2021;

- **Joe Mallia** bħala Espert tal-Kalligrafija sabiex janalizza l-firma u l-inizjali tal-Professur Charles Grixti, illum mejjet, detentur tal-Karta ta' l-Identità bin-Numru 91248(M), kif jidhru fuq id-dokument intitolat Procurement Evaluation, Dok. "DMX" fl-atti ta' l-Inkjesta, u l-firma u l-inzijali ta' l-istess imsemmi Professur Charles Grixti kif jidhru fuq is-segwenti kuntratti: (i) kuntratt fl-atti tan-Nutar George Bonello DuPuis datat 23 ta' Mejju 1975 bejn John Sciberras (sellef flus), Paul Baldacchino (issellef flus u kompratur) u Dr. Charles Grixti bħala venditur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG1"; (ii) kuntratt fl-atti tan-Nutar George Cassar datat 3 ta' Novembru 1977 bejn Dr. Gino Camilleri għan-nom ta' Dr. Charles Grixti et bħala venditur u Joseph Attard bħala kompratur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG2"; (iii) kuntratt fl-atti tan-Nutar JR Darmanin datat 29 ta' Marzu 1984 bejn Vincent Bonnet et bħala vendituri u Dr. Charles Grixti et bħala kompraturi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG3"; (iv) kuntratt fl-atti tan-Nutar JR Darmanin datat 28 ta' Awwissu 1997 bejn Dr. Alan Zammit bħala kompratur u Dr. Charles Grixti et bħala kompraturi - Esebit fl-atti ta' l-Inkjesta bħala Dok. "KG4"; (v) kuntratt fl-atti tan-Nutar JR Darmanin datat 30 ta' Awwissu 2000 bejn Salvatore Schembri noe bħala kompratur u Mr. Charles Grixti et bħala kompraturi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG5"; (vi) kuntratt fl-atti tan-Nutar Pierre Falzon datat 17 ta' April 2003 Vincent Galea et bħala venditur u il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala kompraturi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG6"; (vii) kuntratt fl-atti tan-Nutar Mario Rosario Bonello datat 15 ta' Lulju 2008 bejn il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala vendituri u Timothy sive Tim Mucklow bħala kompratur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG7"; (viii) kuntratt fl-atti tan-Nutar Anne Marie Tonna datat 15 ta' Marzu 2010 bejn Il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala vendituri u Sarah Buttigieg bħala kompratriċi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG8"; u (ix) kuntratt fl-atti tan-Nutar Vanessa Pool datat 29 ta' Ottubru 2013 bejn Il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala vendituri u Tarcisio Fenech bħala kompratur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG9", u jagħmel

konfront bejn l-imsemmija firem u inizjali u jiddetermina jekk il-firma u inizjali fuq id-dokument intitolat Procurement Evaluation Report datat 19 ta' Ġunju 2015 (Dok. DMX) sarux mill-istess persuna li ffirmat u inizjalt il-kuntratti hawn indikati. L-Espert tal-Kalligarfija ġie awtorizzat ukoll: (i) jirtira mill-atti ta' l-Inkjesta d-dokumenti Dok. "DMX" u d-dokumenti "Dok. "KG1" sa' Dok. "KG9"; u (ii) jaċċedi fir-Reġistru tan-Nutar tal-Gvern sabiex l-analiżi u l-konfront meħtieġa għall-fini ta' din in-nomina jsiru fuq tali dokumenti u anke minn fuq il-kuntratti oriġinali – Digriet datat 10 ta' Settembru 2021;

- **PS 1111 Braden Borg** bħala Scene of Crime Officer sabiex jagħmel dak ix-xogħol kollu neċessarju fil-kors tat-tfittxijiet ordnati fir-rigward ta' Christopher Spiteri, detentur tal-Karta ta' l-Identità bin-Numru 201373(M) – Nominat verbalment fil-11 ta' Lulju 2021 u kkonfermat b'Digriet datat 13 ta' Lulju 2021;
- **PC2424 Abigail Grech** bħala Scene of Crime Officer għall-fini li tieħu dawk ir-ritratti kollha neċessarji waqt it-tfittxijiet ordanti fir-rigward ta' Saba Bitte Abas, residenti 33, St. Nicholas, Flat 5, Triq Abate Rigord, Ta' Xbiex, u ta' l-Aġenzija Identità Malta – Digriet datat 17 ta' Jannar 2022;

- **PS1111 Braden Borg u PC2424 Abigail Grech bħala Scene of the Crime Officers għall-fini li jsir *video recording* ta' u jittieħdu dawk ir-ritratti kollha neċessarji waqt it-**tfittxija ordnata fir-rigward ta' Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M) – Digriet datat 19 ta' Jannar 2022;

Seduti Miżmuma:

Tul il-kors ta' din l-Inkjesta l-Maġistrat Inkwirenti żammet is-segwenti seduti fejn xehdu x-xhieda hawn indikati:

Seduta – 16 ta' Ottubru 2019

F'din is-seduta xehdu s-segwenti:

- Dr. Claudette Fenech in rapprezentanza tal-Malta Business Registry.
- Tim Diacono.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 21 ta' Ottubru 2019

F'din is-seduta xehdet Caroline Muscat.

It-traskrizzjoni tax-xhieda ta' Caroline Muscat u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 5 ta' Novembru 2019

F'din is-seduta xehdu s-segwenti:

- Emanuel Sciriha, Reġistratur Qrati u Tribunal Ċivili.
- Norman Sciberras, Senior Principal, Inland Revenue Department, (Successjoni).

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 21 ta' Novembru 2019

F'din is-seduta xehdu s-segwenti:

- Joanna Bartolo in rappreżentanza tal-Bank of Valletta p.l.c.
- Davia Galea in rappreżentanza ta' APS Bank p.l.c.
- Marvic Vella in rappreżentanza ta' HSBC Bank Malta p.l.c.
- Norman Sciberras, Senior Principal, Inland Revenue Department, (Successjoni).
- Joseph Rapa, Segretarju Permanenti fil-Ministeru tas-Sahha.
- Stephen Baldacchino in rappreżentanza ta' BNF Bank.
- Tim Diacono.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 2 ta' Diċembru 2019

F'din is-seduta xehdu s-segwenti:

- Joanna Bartolo in rappreżentanza tal-Bank of Valletta p.l.c.
- Stephen Baldacchino in rappreżentanza ta' BNF Bank.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 10 ta' Diċembru 2019

F'din is-seduta xehdu s-segwenti:

- Mariella Stivala in rappreżentanza tal-Bank of Valletta p.l.c.
- Stephen Baldacchino in rappreżentanza ta' BNK Bank.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 20 ta' Frar 2020

F'din is-seduta xehdu s-segwenti:

- Il-Ministru tas-Saħħa Chris Fearne.
- Joseph Rapa Segretarju Permanenti fil-Ministeru tas-Sahha.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 13 ta' Marzu 2020

F'din is-seduta xehdu s-segwenti:

- Aaronne Debono in rappreżentanza tal-Bank of Valletta Fund Services Limited.
- Adrian Gafà in rappreżentanza ta' Izola Bank p.l.c.
- Alex Cuschieri in rappreżentanza ta' Calamatta Cuschieri.
- Ali Efe Ozkan in rappreżentanza ta' Yapi Credi Bank.
- Andrew McKay in rappreżentanza ta' HSBC Bank Malta p.l.c.
- Claudia Degiorgio in rappreżentanza ta' Agribank p.l.c.
- Daniel Bonello in rappreżentanza ta' Ernst & Young
- Dr. Carole Zammit Montebello in rappreżentanza ta' Spinola Developments Company Limited.
- Dr. Daphne Anne Mallia in rappreżentanza ta' Mapfre MSV Life.
- Dr. Jan Camilleri in rappreżentanza ta' Me Direct Bank Malta p.l.c.
- Dr. Richard Galea Debono in rappreżentanza ta' SparkasseBank Malta p.l.c.;
- Francesca Maccarone in rappreżentanza ta' Credorax Bank.
- Jeanette Lepre in rappreżentanza ta' Lombard Bank Malta p.l.c.
- Jurgen Connell in rappreżentanza ta' Credit Europe Bank.
- Kevin Scerri in rappreżentanza ta' Merkanti Bank.
- Luke Grech in rappreżentanza ta' ECCM Bank p.l.c.
- Maria Katropoulos in rappreżentanza ta' Commbank Limited.
- Michael Schembri in rappreżentanza ta' Global Capital.
- Miriam Sultana in rappreżentanza tal-Malta Stock Exchange.
- Rebecca Micallef in rappreżentanza ta' APS Bank p.l.c.
- Sarah Engerer in rappreżentanza ta' NBG Bank Malta Limited.
- Serkan Kadir in rappreżentanza ta' Turkiye Garanti Bank.
- Silvana Vella in rappreżentanza ta' Novum Bank.
- Silvio Chetcuti in rappreżentenza ta' Bank of Valletta p.l.c.
- Stephen Baldacchino in rappreżentanza ta' BNF Bank.
- Steve Camilleri in rappreżentanza ta' FimBank p.l.c.

- Tamara Jane Caruana in rappreżentanza ta' IIG Bank Malta Limited.
- Yakaterina Loseva in rappreżentanza ta' Ferratum Bank.
- Yuksel Akkus in rappreżentanza ta' AK Malta Branch.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 6 ta' Lulju 2020

F'din is-seduta xehed is-segwenti:

- David Spiteri in rappreżentanza ta' HSBC Bank Malta p.l.c.

It-traskrizzjoni tax-xhud imsemmi u d-dokument (USB) esebit minnu qed jiġi anness ma' l-atti ta' din l-Inkjesta.

Seduta – 23 ta' Lulju 2020

F'din is-seduta xehdu s-segwenti:

- Avalone Abela in rappreżentanza ta' BOV Asset Management.
- Bernice Micallef in rappreżentanza ta' BOV Fund Services.
- L-Awditur Ġenerali Charles Deguara.
- Is-Segretarju Permanenti fil-Ministeru tas-Saħħa Joseph Rapa.
- Kurt Farrugia Kap Eżekuttiv tal-Malta Enterprise.
- Lorraine Attard in rappreżentenza ta' HSBC Bank Malta p.l.c.
- Martin Spiteri in rappreżentanza tal-Ministeru tal-Finanzi u Servizzi Finanzjarji.
- Silvio Chetcuti in rappreżentanza tal-Bank of Valletta p.l.c.
- Stephen Baldacchino in rappreżentenza ta' BNF Bank.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 12 ta' Awwissu 2020

F'din is-seduta xehdu s-segwenti:

- L-Awditur Ġenerali Charles Deguara;
- David Matrenza Chairman tal-Board ta' Projects Malta;
- Dr. Abigail Camilleri in rappreżentanza tal-Malta Business Registry;
- Dr. Sonia Consiglio in rappreżentanza tad-Direttur Ġenerali Reġistru Pubbliku;
- Is-Segretarju Permanenti fil-Ministeru tas-Saħħa Joseph Rapa;
- Silvio Chetcuti in rappreżentanz tal-Bank of Valletta p.l.c.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 28 ta' Awwissu 2020

F'din is-seduta xehdu s-segwenti:

- Mario Galea;
- David Matrenza Chairman tal-Board ta' Projects Malta;
- Silvio Chetcuti in rappreżentanza tal-Bank of Valletta p.l.c.;
- William Wait.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti esebiti minn David Matrenza qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 22 ta' Settembru 2020

F'din is-seduta xehdu:

- David Matrenza Chairman tal-Board ta' Projects Malta;
- Mario Galea;
- Kurt Farrugia Kap Eżekuttiv tal-Malta Enterprise.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 2 ta' Ottubru 2020

F'din is-seduta xehdu:

- Silvio Chetcuti in rappreżentanza ta' Bank of Valletta p.l.c.;
- Joseph Saliba in rappreżentanza ta' JobsPlus
- Philip Massa in rappreżentanza tal-Kabinett;
- Mark Farrugia in rappreżentanza tar-Reġistru Pubbliku;
- Adrian Said fuq talba tiegħu stess permezz ta' Rikors ippreżentat fit-28 ta' Settembru 2020 u degretat fid-29 ta' Settembru 2020.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 3 ta' Diċembru 2020

F'din is-seduta xehed:

- Il-Professur Edward Scicluna fuq talba tiegħu stess permezz ta' Rikors ippreżentat fl-10 ta' Novembru 2020 u degretat fis-16 ta' Novembru 2020.

It-traskrizzjoni tax-xhieda tal-Professur Edward Scicluna u d-dokumenti kollha esebiti minnu qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 14 ta' Diċembru 2020

F'din is-seduta xehdu:

- Ronald Mizzi Segretarju Permanenti tal-Ministeru tat-Turiżmu u l-Protezzjoni tal-Konsumatur;
- Amanda Grech in rappreżentanza tar-Reġistru Pubbliku;
- Philip Massa in rappreżentanza tal-Kabinett;
- Dr. Claudette Fenech in rappreżentanza tar-Reġistratur tal-Kumpanniji;
- Rita Falzon, Deputat Reġistratur;
- Dr. Richard Galea Debono bħala Kontrollur ta' Satabank p.l.c.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 20 ta' Jannar 2021

F'din is-seduta xehdu:

- Mark Falzon in rappreżentanza tal-Bank of Valletta p.l.c.;
- Ronald Mizzi Segretarju Permanenti tal-Ministeru tat-Turiżmu u l-Protezzjoni tal-Konsumatur.
- Charles Deguara Awditur Ġenerali;
- Rita Falzon Deputat Reġistratur il-Qorti – ix-xhud in kwistjoni xehdet u ippreżentat traskrizzjonijiet ta' diversi xhieda li xehdu tul il-kors ta' l-Inkjesta Pubblika wara li saru talbiet appożiti fit-12 ta' Novembru 2020 u fl-14 ta' Diċembru 2020;
- Anthony Cachia Direttur Ġenerali tad-Dipartiment tal-Kuntratti;

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 24 ta' Frar 2021

F'din is-seduta xehdu:

- Charles Deguara Awditur Ġenerali;
- Christopher Spiteri;
- David Matrenza Chairman tal-Board ta' Projects Malta;

- Emanuel Castagna;
- James Camenzuli;
- John Valenzia;
- Rita Falzon, Deputat Reġistratur;
- Robert Borg.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 18 ta' Mejju 2021

F'din is-seduta xehdu:

- David Matrenza in rappreżentanza ta' Malta Strategic Partnerships Projects Limited;
- In-Nutar Keith German, Nutar tal-Gvern;
- Christopher Spiteri;
- Dr. Claudette Fenech in rappreżentanza tal-Malta Business Registry;
- Karen Cremona in rappreżentanza ta' l-Awtorità tat-Trasport f'Malta, Land Transport Directorate;
- Michael Savona, in rappreżentanza ta' Transport Malta Merchant Shipping;
- Rodnick Abdilla, in rappreżentanza ta' Transport Malta Small Ships Registry.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 7 ta' Lulju 2021

F'din is-seduta xehdu:

- Adrian Gafà in rappreżentanza ta' Izola Bank;
- Aldo Minuti in rappreżentanza ta' Yapi Kredi Bank;
- Amanda Buhagiar Camenzuli in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Amy Frendo in rappreżentanza ta' Fimbank;
- Angela Muscat in rappreżentanza ta' HSBC Global Asset Management Malta Limited;
- Ates Husrev Erguler in rappreżentanza ta' Credit Europe Bank;
- Carlo Vassallo in rappreżentanza ta' Edwards Lowell Company Limited;
- Carmen Fowland in rappreżentanza ta' CommBank Europe Limited;
- Charmaine Calleja in rappreżentanza ta' AgriBank p.l.c.;
- Christopher Spiteri;
- Conrad Borg Myatt in rappreżentanza ta' HSBC Malta Fund Sicav p.l.c.;

- Deborah Gatt in rappreżentanza ta' PricewaterhouseCoopers, rappreżentanti Pilatus Bank;
- Denilson Borg Castaldi in rappreżentanza ta' Merkanti Bank;
- Dr. Nicole Fenech in rappreżentanza ta' Novum Bank;
- Dr. Richard Galea Debono in rappreżentanza ta' Sata Bank p.l.c.;
- Dr. Sonia Consiglio in rappreżentanza tad-Direttur tar-Reġistru Pubbliku;
- Francesca Maccarone in rappreżentanza ta' Credorax Bank;
- Hande Turkel in rappreżentanza ta' AK Bank;
- Janice Camilleri in rappreżentanza ta' Sparkasse Bank;
- Joseph Borda in rappreżentanza ta' MeDirect Bank;
- Kadir Serkan in rappreżentanza ta' Turkiye Garanti Malta Branch;
- Mary Grace Vella in rappreżentanza ta' Emoney p.l.c.;
- Marylane Polidano in rappreżentanza ta' FCM Bank;
- Naomi Hammett in rappreżentanza ta' ECCM Bank;
- Otniel Rafael Montilla Castillo in rappreżentanza ta' Ferratum Bank;
- Paul Saliba in rappreżentanza ta' HSBC Life Assurance Malta Limited;
- Raymond Formosa in rappreżentanza ta' Lombard Bank Malta p.l.c.;
- Rebecca Micallef in rappreżentanza ta' APS Bank p.l.c.;
- Silvio Chetcuti in rappreżentanza ta' Bank of Valletta p.l.c.;
- Tamara Jane Caruana in rappreżentanza ta' IIG Bank (Malta) Limited;
- Tania Caracellas Boubeta in rappreżentanza ta' NBG Bank Malta Limited;
- Vanessa Vella in rappreżentanza ta' BNF Bank.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 9 ta' Lulju 2021

F'din is-seduta xehed Christopher Spiteri.

It-traskrizzjoni tax-xhieda tiegħu u d-dokumenti kollha esebiti minnu qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 24 ta' Awwissu 2021

F'din is-seduta xehdu:

- Agatha Justco in rappreżentanza ta' Scotstone Fund Managers;
- Andrè Darmanin in rappreżentanza ta' Aramis Capital;
- Antonia Zammit in rappreżetanza ta' Praude Asset Management;
- Antonio Giannino in rappreżentanza ta' Amagis Capital Management;
- Charmaine Calleja in rappreżentanza ta' AgriBank p.l.c.;
- Ciro Lauro in rappreżentanza ta' Framont & Partners Management Ltd.;

- Claire Camilleri Gauci in rappreżentanza ta' Flexagon Capital Management Limited u FMG Malta Limited;
- Daniel Sammut in rappreżentanza ta' BOV Asset Management Limited;
- Darryl Farrugia Costa in rappreżentanza ta' Andurand Capital Management Malta;
- Dr. Kirk Brincau in rappreżentanza ta' Audentia Capital Management, Audentia Capital Limited u Audentia Capital Holdings;
- Janice Camilleri in rappreżentanza ta' Sparkasse Bank Malta;
- Jessica Briffa Curmi in rappreżentanza ta' Gamma Capital Markets;
- Sam Safavi in rappreżentanza ta' Invest4Growth Asset Management;
- Sarah Bartoli Pavia in rappreżentanza ta' Zenith Finance;
- Alberto Alsina Gonzalez in rappreżentanza ta' Mediterrania Capital Partners;
- Anabelle Mifsud in rappreżentanza ta' Bastion Wealth Limited;
- Anabelle Muscat in rappreżentanza ta' Calamatta Cuschieri;
- Anthony Paris in rappreżentanza ta' Timberland Malta u AUM Asset Management;
- Antoine Borg in rappreżentanza ta' Finisterre Malta Limited;
- Bjorn Grech in rappreżentanza ta' Altarius Asset Management Limited;
- Carlo Vassallo in rappreżentanza ta' Edwards Lowell Company Limited;
- Daniela Pace Bonello in rappreżentanza ta' Integra Private Wealth Limited;
- Darryl Vine in rappreżentanza ta' Heptagon Capital Malta;
- David Curmi in rappreżentanza ta' Curmi & Partners;
- David Galea Souchet in rappreżentanza ta' Cevian Capital (Malta) Limited;
- David Zammit Tabona in rappreżentanza ta' ALB Limited;
- Diane Theuma in rappreżentanza ta' Hanover Investments Management (Malta) Limited;
- Dr. Carole Zammit Montebello in rappreżentanza ta' Spinola Developments Company Limited u Tumas Investments p.l.c.;
- Dr. Cynthia Tommasuolo in rappreżentanza ta' Identity Malta;
- Dr. Daphne Mallia in rappreżentanza ta' MSV Life;
- Dr. Enrico Depasquale in rappreżentanza ta' Life Star Insurance, ex-Golbal Capital;
- Dr. Frank Chetcuti Dimech in rappreżentanza ta' A3 Capital SICAV p.l.c.;
- Dr. Ivan Grixti bħala Likwidatur ta' Private Value Asset Management;
- Johann Cutajar in rappreżentanza ta' Amarillo Investment Solutions Limited;
- Josè Luiz Pilar Martin in rappreżentanza ta' Avalon Asset Management;
- Kenneth Schembri in rappreżentanza ta' Alpha Value Management Limited;
- Laura Zordan in rappreżentanza ta' PSG Fund Management (Malta) Limitcd;
- Louis Buhagiar in rappreżentanza ta' JobsPlus;

- Luke Vella Clarke in rappreżentanza ta' FCS Asset Management Malta;
- Malcolm Bondin in rappreżentanza ta' MZ Investments;
- Maria Saliba in rappreżentanza ta' Jesmond Mizzi Financial Advisors Limited;
- Melissa Mamo in rappreżentanza tal-Malta Stock Exchange;
- Michael Portanier bħala Likwidatur ta' Spinoza Capital Management Limited;
- Michele Said in rappreżentanza ta' Prestige Capital Management Limited;
- Mirco Rapa Manchè in rappreżentanza ta' Medina Management Services;
- Naomi Buhagiar in rappreżentanza ta' BOV Fund Services;
- Noel Vella in rappreżentanza ta' Presitge Capital Management Limited;
- Patrick Zammit in rappreżentanza ta' Michael Grech Financial Investments Services;
- Rosario Fiorentino in rappreżentanza ta' Auriga Asset Management;
- Simon Rattray in rappreżentanza ta' Templar EIS;
- Stephen Balzan bħala Likwidatur ta' Suez Capital Limited;
- Vincent J. Rizzo in rappreżentanza ta' Rizzo, Farrugia & Co. (Stockbrokers) Limited.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 25 ta' Awwissu 2021

F'din is-seduta xehdu:

- Silvio Chetcuti in rappreżentanza tal-Bank of Valletta p.l.c.;
- David Spiteri in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Mark Drago in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Marouska Buttigieg Gili in rappreżentanza ta' BNF Bank;
- Susan Stafrace in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Dr. Larry Formosa;
- Dr. Claire Camilleri.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 4 ta' Ottubru 2021

F'din is-seduta xehdu:

- Mark Drago in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Dr. Claudia Muscat in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Silvio Chetcuti in rappreżentanza ta' Bank of Valletta p.l.c.;

- Dr. Deborah Anne Chappell;
- Joseph Debono in rappreżentanza tal-Kummissarju tat-Taxxi;
- Raymond Scicluna, Skrivan tal-Kamra tad-Deputati;
- Naomi Buhagiar in rappreżentanza ta' BOV Fund Services;
- Raymond Formosa in rappreżentanza ta' Lombard Bank Malta p.l.c.;
- Charmaine Calleja in rappreżentanza ta' AgriBank p.l.c.;
- Christian Manicaro in rappreżentanza ta' AQA Limited;
- Jennifer Vella in rappreżentanza ta' SphereInvest;
- Reuben Gauci in rappreżentanza tal-MTA;
- Dr. James Baldacchino in rappreżentanza tal-Malta Gaming Authority;
- L-Espert Tekniku Dr. Martin Bajada.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 5 ta' Ottubru 2021

F'din is-seduta xehdu:

- Rita Falzon, Deputat Reġistratur;
- Cynthia Tommasuolo in rappreżentanza ta' Identity Malta;
- Miriam Azzopardi in rappreżentanza tal-Malta Stock Exchange;
- Dr. Claudette Fenech in rappreżentanza tar-Reġistratur tal-Kumpaniji;
- Caroline Mifsud, Assistent Direttur Property Tax, in rappreżentanza tal-Kummissarju tat-Taxxi;
- Daniel Azzopardi in rappreżentanza ta' BNF Bank;
- Dr. Richard Galea Debono bħala Kontrollur ta' SataBank p.l.c.;
- Janice Camilleri in rappreżentanza ta' Sparkasse Bank Malta;
- Astrid Anne Grech , in rappreżentanza ta' Aviaserve;
- Jonathan Abdilla in rappreżentanza ta' Airmalta;
- Louis Buhagiar in rappreżentanza ta' Jobsplus;
- Hector Spiteri Amministratur ta' Zenith Finance Limited;
- Antoine Borg, bħala Likwidatur ta' Finisterre Malta Limited.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 24 ta' Novembru 2021

F'din is-seduta xehdu:

- Dr. Marita Pace Dimech in rappreżentanza tad-Direttur Reġistru Pubbliku;
- Mark Drago in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Susanne Stafrace in rappreżentanza ta' HSBC, Head of Business Banking;

- Silvio Chetcuti in rappreżentanza ta' Bank of Valletta p.l.c.;
- Joseph Debono in rappreżentanza tal-Kummissarju tat-Taxxi – Sezzjoni Income Tax;
- Tarcisio Scicluna in rappreżentanza tat-Tax Compliance Unit;
- Denise Said in rappreżentanza tal-Kummissarju tat-Taxxi fir-rigward ta' Taxxa fuq il-Valur Miżjud;
- Dr. Richard Galea Debono, Kontrollur ta' Satabank p.l.c.;
- Charmaine Calleja in rappreżentanza ta' Agribank p.l.c.;
- Steven Balzan bħala Likwidatur ta' Suez Capital Limited;
- Audrey Garzia Gili in rappreżentanza ta' Suez Capital Limited;
- Daniel Azzopardi in rappreżentanza ta' BNF Bank;
- L-Ispettur Hubert Gerada in rappreżentanza ta' l-Uffiċċju ta' l-Immigrazzjoni;
- Steve Ross Galea in rappreżentanza ta' Sparkasse Bank;
- Louis Buhagiar in rappreżentanza ta' Jobsplus;
- Dr. Claudette Fenech in rappreżenzanta tar-Reġistratur tal-Kumpanniji fi ħdan il-Malta Business Registry.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 19 ta' Jannar 2022

F'din is-seduta xehdu:

- Mark Drago in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Silvio Chetcuti in rappreżentanza ta' Bank of Valletta p.l.c.;
- Daniel Azzopardi in rappreżentanza ta' BNF Bank Malta;
- Charmaine Calleja in rappreżentanza ta' AgriBank p.l.c.;
- Raymond Formosa in rappreżentanza ta' Lombard Bank Malta p.l.c.;
- Steve Ross Galea in rappreżentanza ta' Sparkasse Bank Malta;
- Kimberly Grech in rappreżentanza ta' APS Bank p.l.c.;
- Dr. Richard Galea Debono in rappreżentanza ta' SataBank p.l.c.;
- Yuksel Akkus in rappreżentanza ta' AK Malta Branch;
- Dr. Joseph Camilleri in rappreżentanza tal-Likwidatur ta' Commbank Europe Malta Limited;
- Luke Grech in rappreżentanza ta' ECCM Bank p.l.c.;
- Francesca Maccarone in rappreżentanza ta' Credorax Bank;
- Ali Effe Oskan in rappreżentanza ta' Credit Europe Bank;
- Marlon Scerri in rappreżentanza ta' Ferratum Bank;
- Adrian Gafà in rappreżentanza ta' Izola Bank;
- Tamara Jane Caruana in rappreżentanza ta' IIG Bank Malta Limited;
- Carla Farrugia in rappreżentanza ta' Medirect Bank Malta p.l.c.;
- Filippo Vassallo Cirpalani in rappreżentanza ta' NBG Bank Malta;
- Denison Borg Castaldi in rappreżentanza ta' Merkanti Bank;

- Kadir Serkan Gurbuzoglu in rappreżentanza ta' Turkiye Garanti Bank Malta Branch;
- Il-Prokuratur Legali Silvana Vella in rappreżentanza ta' Novum Bank;
- Steve Camilleri in rappreżentanza ta' Fimbank;
- Aldo Minuti in rappreżentanza ta' Yapi Credi Bank;
- Claudia Diacono, in rappreżentanza tal-Malta Business Registry – Reġistratur tal-Kumpanniji;
- Dr. Vincienne Vella in rappreżentanza tal-Kummissarju tat-Taxxi\, Sezzjoni tal-VAT.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 20 ta' Jannar 2022

F'din is-seduta xehdu:

- Paula Camilleri in rappreżentanza ta' Identity Malta, Public Registry;
- Dr. Anthony Rutter Giappone;
- Roderick Livori in rappreżentanza ta' l-Awtorità ta' l-Ippjannar;
- Jacob Borg.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 21 ta' Jannar 2022

F'din is-seduta xehdu:

- Dr. Nicole Anne Demicoli;
- David Curmi in rappreżentanza ta' Curmi and Parnters.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Permezz ta' Digriet datat 16 ta' Diċembru 2021, il-Maġistrat Inkwirenti ordnat lill-Uffiċjal Investigattiv fl-Inkjesta *de quo* sabiex iħarrek lil Tyrone Greenshields sabiex jidher ġewwa l-Financial Crimes Investigation Department fl-14 ta' Jannar 2022 fid-9:30a.m., għall-fini li jagħti x-xhieda tiegħu f'din l-Inkjesta.

Is-seduta in kwistjoni ma nżammitx peress illi Tyrone Greenshields ma setax jattendi. Minflok ġiet iffissata seduta għall-1 ta' Frar 2022.

Seduta – 1 ta' Frar 2022

F'din is-seduta xehdu:

- Dr. Nicole Ann Demicoli;
- David Curmi in rappreżentanza ta' Curmi & Partners.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Għal din is-seduta kien tħarrek sabiex jixhed Tyrone Greenshield permezz ta' Digriet datat 24 ta' Jannar 2022, iżda dakinhar ma setgħax jattendi.

Seduta – 21 ta' Frar 2022

F'din is-seduta xehed:

- Tyrone Robert Kirkwood Greenshields.

It-traskrizzjoni tax-xhieda tax-xhud indikat qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 21 ta' Marzu 2022

F'din is-seduta xehed:

- Kamal Sharma

It-traskrizzjoni tax-xhieda tax-xhud indikat qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 6 ta' April 2022

F'din is-seduta xehed:

- Kamal Sharma

It-traskrizzjoni tax-xhieda tax-xhud indikat qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 11 ta' April 2022

F'din is-seduta xehed:

- Greg Gillespie - Hawn il-Maġistrat Inkwirenti tosserva li hi u tiddetta id-data tas-seduta erronejament qalet 14 ta' April 2022, mentri x-xhud effettivament xehed fil-11 ta' April 2022 skond kif indikat fid-Digriet tas-17 ta' Marzu 2022. Ir-recording innifsu wkoll jġib id-data tal-11 ta' April 2022.

It-traskrizzjoni tax-xhud indikat qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 2 ta' Novembru 2022

F'din is-seduta xehdu:

- Lujo Mikulicic;
- Dr. Cinzia Azzopardi Alamango in rappreżentanza ta' Bank of Valletta p.l.c.;
- Mark Falzon in rappreżentanza ta' Bank of Valletta p.l.c.;
- Timothy Zammit in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Raymond Formosa in rappreżentanza ta' Lombard Bank Malta p.l.c.;
- Rebecca Micallef in rappreżentanza ta' APS Bank p.l.c.;
- Charmaine Calleja in rappreżentanza ta' Agribank p.l.c.;
- Steve Ross Galea in rappreżentanza ta' Sparkasse Bank Malta;
- Dr. Richard Galea Debono qua Kontrollur ta' Satabank;
- Neil Baldacchino in rappreżentanza ta' BNF Bank Malta p.l.c.;
- Steve Camilleri in rappreżentanza ta' Fimbank p.l.c.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 3 ta' Novembru 2022

F'din is-seduta xehdu:

- Yuksel Akkus in rappreżentanza ta' AK Branch Malta;
- Claudia Diacono in rappreżentanza tal-Malta Business Registry;
- Mark Ciappara in rappreżentanza ta' CBE Limited già Commbank Europe;
- Naomi Hammet in rappreżentanza ta' ECCM Bank p.l.c.;
- Francesca Maccarone in rappreżentanza ta' Credorax Bank;
- Ali Efe Ozkan in rappreżentanza ta' Credit Europe Bank;
- Otil Rafael Montilla Castillio in rappreżentanza ta' Ferratum Bank;
- Maria Krista Fiteni in rappreżentanza ta' Izola Bank;
- Raymond Busuttil in rappreżentanza ta' IIG Bank Malta Limited;
- Carla Farrugia in rappreżentanza ta' MeDirect Bank Malta p.l.c.;
- Kadir Serkan Gurbuzoglu in rappreżentanza ta' Turkije Garanti Bank Malta Branch;
- Stephen Paris bħala Likwidatur ta' NBG Bank Malta Limited;
- Kevin Scerri in rappreżentanza ta' Merkanti Bank;
- Roberta Peresso in rappreżentanza ta' Novum Bank;
- Alex Mamo bħala Likwidatur ta' Yapi Credi Bank;
- L-Ispettur Christian Abela in rappreżentanza ta' l-Uffiċjal Prinċipali ta' l-Immigrazzjoni.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 25 ta' Jannar 2023

F'din is-seduta xehdu s-segwenti:

- Charles Deguara – Awditur Ġenerali;
- Raymond Formosa in rappreżentanza ta' Lombard B;ank Malta p.l.c.;
- Alexandra Sciberras in rappreżentanza ta' Sparkasse Bank;
- Daniel Azzopardi in rappreżentanza ta' BNF Bank p.l.c;
- Francesca Maccarone in rappreżentanza ta' Credorax Bank;
- Karl Vella in rappreżentanza ta' IIG Bank (Malta) Limited;
- Carla Farrugia in rappreżentanza ta' MeDirect Bank (Malta) p.l.c.;
- Jonathan Abdilla in rappreżentanza ta' Airmalta;
- Roberta Peresso in rappreżentanza ta' Novum Bank Limited;
- Eleanor Vella D'Amato in rappreżentanza ta' Identity Malta;
- Manuel Saliba in rappreżentanza ta' Malta International Airport;
- Astrid Anne Grech in rappreżentanza ta' Ryanair;
- George Gino Pavia in rappreżentanza tad-Direttur Ġenerali Aviation Security;
- Jonathan Tabone in rappreżentanza ta' Virtu Ferries;
- Dr. Cinzia Azzopardi Alamango in rappreżentanza tal-Bank of Valleta p.l.c.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 9 ta' Frar 2023

F'din is-seduta xehdet:

- Dr. Cinzia Azzopardi Alamango in rappreżentanza ta' Bank of Valletta p.l.c.

It-traskrizzjoni tax-xhud indikata u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 31 ta' Mejju 2023

F'din is-seduta xehdu:

- Tarcisio Scicluna in rappreżentanza tal-Kummissarju tat-Taxxi;
- Mark Falzon in rappreżentanza ta' Bank of Valletta p.l.c.;

- Amanda Buhagiar Camenzuli in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Elvin Tabone in rappreżentanza ta' Lombard Bank Malta p.l.c.;
- Rebecca Micallef in rappreżentanza ta' APS Bank p.l.c.;
- Joshua Attard in rappreżentanza ta' BNF Bank;
- Sara Borg in rappreżentanza ta' Sparkasse Bank;
- Francesc Briffa Polidano in rappreżentanza ta' AgriBank p.l.c.;
- Dr. Danila Correzzola in rappreżentanza ta' Finaro già Credorax Bank;
- Karl Vella in rappreżentanza ta' IIG Bank;
- Carla Farrugia in rappreżentanza ta' MeDirect Bank Malta p.l.c.;
- Dr. Yanika Fino in rappreżentanza ta' Novum Bank;
- Onur Erner in rappreżentanza ta' AK Bank;
- Maria Diandra Borg in rappreżentanza ta' ECCM Bank;
- Ates Erguler in rappreżentanza ta' Credit Europe Bank;
- Dr. Marita Pillow in rappreżentanza ta' FCM Bank Limited;
- Chanise Mizzi in rappreżentanza ta' Izola Bank;
- Holly Newsome in rappreżentanza ta' Fimbank p.l.c.;
- Kevin Scerri in rappreżentanza ta' Merkanti Bank;
- Kadir Serkan Gurbuzoglu, in rappreżentanza ta' Turkiye Garanti Bank Malta Branch;
- Keith Mercieca in rappreżentanza ta' l-Uffiċju ta' l-Awditur Ġenerali;
- Mark Anthony Sammut – dan ix-xhud xehed fuq talba tiegħu stess permezz ta' Rikors ippreżentat fit-18 ta' Mejju 2023, li ġie degretat fil-25 ta' Mejju 2023.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 1 ta' Ġunju 2023

F'din is-seduta xehed:

- Keith Mercieca in rappreżentanza ta' l-Uffiċju ta' l-Awditur Ġenerali.

It-traskrizzjoni tax-xhieda ta' Keith Mercieca u d-dokumenti esebiti minnu qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 19 ta' Ġunju 2023

F'din is-seduta xehdet:

- Amanda Ciantar.

It-traskrizzjoni tax-xhieda ta' Amanda Ciantar qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 21 ta' Ġunju 2023

F'din is-seduta xehdu:

- Dr. Richard Galea Debono in rappreżentanza ta' SataBank;
- Joseph Caruana – Kummissarju tat-Taxxi;
- Maria Borg, Accountant, Compliance & Investigations Directorate – Dipartiment tat-Taxxi;
- Kevin Ellul, Senior Manager, Compliance & Investigations Directorate – Dipartiment tat-Taxxi;
- Mark Falzon in rappreżentanza ta' Bank of Valletta p.l.c.;
- Timothy Zammit in rappreżentanza ta' HSBC Bank Malta p.l.c.;
- Shanise Mizzi in rappreżentanza ta' Izola Bank p.l.c.;
- Charmaine Calleja in rappreżentanza ta' AgriBank p.l.c.;
- Alex Mamo bħala Likwidatur ta' Yapi Credi Bank;
- Martin Scerri in rappreżentanza ta' Me Direct Bank Malta p.l.c.;
- Steve Ross Galea in rappreżentanza ta' Sparkasse Bank;
- Dr. Danila Correzzola in rappreżentanza ta' Finaro, gia Credorax Bank;
- Raymond Formosa in rappreżentanza ta' Lombard Bank Malta p.l.c.;
- Ali Effe Oskan in rappreżentanza ta' Credit Europe Bank;
- Graziella Farrugia in rappreżentanza ta' Merkanti Bank;
- Maria Diandra Borg in rappreżentanza ta' ECCM Bank;
- Mark Ciappara bħala Likwidatur ta' Commbank Europe, illum CBE Limited (struck off);
- Rebecca Micallef in rappreżentanza ta' APS Bank p.l.c.;
- Steven Paris bħala Likwidatur ta' NBG Bank;
- Kadir Serkan Gurbuzoglu in rappreżentanza ta' Turkiye Garanti Bank Malta AS (Malta) Branch;
- Dr. Yanika Fino in rappreżentanza ta' Novum Bank Limited;
- Joshua Attard in rappreżentanza ta' BNF Bank p.l.c.;
- Julie Grima in rappreżentanza ta' Fimbank p.l.c.;
- Jeffrey Testa in rappreżentanza ta' IIG Bank Malta Limited;
- Kristina Miteva in rappreżentanza ta' Ferratum Bank, illum magħruf bħala Multitude Bank;
- Onur Erner in rappreżentanza ta' AK Bank;
- Claudia Diacono in rappreżentanza tal-Malta Business Registry.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti kollha esebiti qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 22 ta' Ġunju 2023

F'din is-seduta xehdu:

- L-Onorevoli Ministru u Deputat Prim' Ministru Chris Fearne;
- Carmen Ciantar - fuq talba tagħha stess permezz ta' Rikors ippreżentat fit-2 ta' Ġunju 2023 u degretat fit-12 ta' Ġunju 2023;

- Mark Falzon in rappreżentanza ta' Bank of Valletta p.l.c.;
- Claudia Diacono in rappreżentanza tal-Malta Business Registry.

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti esebiti minn Mark Falzon in rappreżentanza ta' Bank of Valletta p.l.c., qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 17 ta' Awwissu 2023

F'din is-seduta xehed:

- Franklin Calleja, Reġistratur Qrati u Tribunali Kriminali – Ix-xhud kien tħarrek sabiex jidher għal seduta ffissata fit-12 ta' Lulju 2023 permezz ta' Digriet datat 6 ta' Lulju 2023, iżda peress li sa' dakinhar ma kienx f'posizzjoni jwettaq dak kollu minnu mitlub, is-seduta ma nżammitx u minflok inżammet is-seduta tas-17 ta' Awwissu 2023.

It-traskrizzjoni tax-xhieda tar-Reġistratur Qrati u Tribunali Kriminali Franklin Calleja u d-dokumenti esebiti minnu qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 14 ta' Novembru 2023

F'din is-seduta xehed:

- Timothy Zammit in rappreżentanza ta' HSBC Bank Malta p.l.c.

It-traskrizzjoni tax-xhieda ta' Timothy Zammit u d-dokument esebit minnu qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta – 15 ta' Frar 2024

F'din is-seduta xehdu:

- Luana Agius in rappreżentanza tal-Bank of Valletta p.l.c.;
- Joseph Zammit in rappreżentanza tal-Malta Enterprise.

It-traskrizzjonijiet tax-xhieda ta' Luana Agius u ta' Joseph Zammit u d-dokumenti esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta 22 ta' Frar 2024

F'din is-seduta xehdu:

- Amanda Abela in rappreżentanza tal-Bank of Valletta p.l.c.;
- Joseph Zammit in rappreżentanza tal-Malta Enterprise.

It-traskrizzjonijiet tax-xhieda ta' Amanda Abela u ta' Joseph Zammit u d-dokumenti esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta 18 ta' Marzu 2024

F'din is-seduta xehed:

- Joseph Zammit in rappreżentanza tal-Malta Enterprise.

It-traskrizzjoni tax-xhieda ta' Joseph Zammit u d-dokumenti esebiti minnu qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Seduta 8 ta' April 2024

F'din is-seduta xehdu:

- Stefania Scicluna, Deputat Reġistratur tal-Qorti;
- Dr. Vanessa Grech, Reġistratur Qrati u Tribunali Ċivili.

It-traskrizzjonijiet tax-xhieda ta' Stefania Scicluna u Dr. Vanessa Grech, flimkien mad-dokument esebit minn Dr. Vanessa Grech qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Fil-kuntest ta' din l-Inkjesta ġew esegwiti diversi tfittxijiet, li kienu s-segwenti:

- Tfittxija fir-rigward ta' Technoline Limited, Numru ta' Reġistrazzjoni C-4250, Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, Ivan Vassallo, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), Mario Victor Gatt, detentur tal-Karta ta' l-Identità bin-Numru 523365(M), David Meli, Yaser Ali Badar, ordnata permezz ta' Digriet datat 21 ta' Ottubru 2020.

- Tfittxija fl-uffiċini ta' BMIT, Melita Ltd. u Vodafone Ltd., ordnata permezz ta' Digriet datat 22 ta' Ottubru 2020.

  In konnessjoni ma' dawn it-tfittxijiet xehed l-Ispettur Rennie Stivala waqt seduta miżmuma **fit-3 ta' Diċembru 2020.**

  It-traskrizzjoni tax-xhieda ta' l-Ispettur Rennie Stivala u l-kaxxi u dokumenti esebiti minnu qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

- Tfittxija fir-rigward ta' Pierre Sladden, detentur tal-Karta ta' l-Identità bin-Numru 470767(M) u ta' Noella Sladden, detentriċi tal-Karta ta' l-

Identità bin-Numru 297366(M), ordnata permezz ta' Digriet datat 13 ta' April 2021.

In konnessjoni ma' din it-tfittxija xehdu PS1600 Gilbert Gatt u l-Ispettur Anthony Scerri waqt seduta miżmuma **fl-14 ta' April 2021.**

It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

- Tfittxija fir-rigward ta' Nexia BT, id-Diretturi u l-azzjonisti taghha, ordnata permezz ta' Digriet datat 13 ta' April 2021.

  In konnessjoni ma' din it-tfittxija xehdu l-Ispettur Rennie Stivala waqt seduti miżmuma fl-**14 ta' April 2021**, fil-**15 ta' April 2021** u fis-**16 ta' April 2021** u l-Ispettur Anthony Scerri waqt seduti miżmuma fil-**15 ta' April 2021 u fis-17 ta' April 2021.**

  It-traskrizzjonijiet tax-xhieda indikati u d-dokumenti esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

- Tfittxija fir-rigward ta' Christopher Spiteri, detentur tal-Karta ta' l-Identità bin-Numru 0201373(M), ordnata permezz ta' Digriet datat 11 ta' Lulju 2021.

  In konnessjoni ma' din it-tfittxija xehdet PS2102 Diane Bonello waqt seduta miżmuma fit-**12 ta' Lulju 2021.**

  It-traskrizzjoni tax-xhieda ta' PS2102 Diane Bonello u d-dokumenti esebiti minnha qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

- Tfittxija fir-rigward ta' Malta Enterprise, Steward Healthcare Limited, DF Consultancy Services Limited, Numru ta' Reġistrazzjoni C-54692, Dr. Jean Karl Farrugia, detentur tal-Karta ta' l-Identità bin-Numru 244176(M), Dr. Kevin Deguara, detentur tal-Karta ta' l-Identità bin-Numru 978777(M), Michael Kyprianou (Malta) Ltd., Numru ta' Reġistrazzjoni C-60709 u Dr. David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), ordnata permezz ta' Digriet datat 31 ta' Awwissu 2021.

  In konnessjoni ma' din it-tfittxija xehdu PS 1535 Shaun Spiteri, l-Ispettur George Frendo, l-Ispettur Shaun Friggieri, l-Ispettur Wayne Borg waqt seduta miżmuma fis-**6 ta' Settembru 2021**. PS1600 Gilbert Gatt, Rodger David Trotter u l-Ispettur Wayne Borg waqt seduta miżmuma fis-**7 ta' Settembru 2021** u l-Ispettur Shaun Friggieri waqt seduta miżmuma fis-**16 ta' Settembru 2021.**

It-traskrizzjonijiet tax-xhieda imsemmija qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

- Tfittxija fir-rigward ta' Saba Bitte Abbas ordnata permezz ta' Digriet datat 17 ta' Jannar 2022.

  In konnessjoni ma' din it-tfittxija xehdet PS2102 Diane Bonello waqt seduta miżmuma fit-**18 ta' Jannar 2022.**

  It-traskrizzjoni tax-xhieda ta' PS2102 Diane Bonello u d-dokumenti minnha esebiti jinsabu annessi ma' l-atti ta' din l-Inkejsta.

- Tfittxija fir-rigward ta' l-Aġenzija Identità Malta ordnata permezz ta' Digriet datat 17 ta' Jannar 2022.

  In konnessjoni ma' din it-tfittxija xehdet PS2102 Diane Bonello waqt seduta miżmuma fit-**18 ta' Jannar 2022** (hawn jiġi preċiżat li fit-18 ta' Jannar 2022 PS2102 Diane Bonello tat xiehda waħda dwar it-tfittxija fir-rigward ta' Saba Bitte Abbas u dwar it-tfittxija fir-rigward ta' l-Aġenzija Identità Malta) u xehed PC1291 Aaron Abela waqt seduta miżmuma fil-**21 ta' Jannar 2022**.

  It-traskrizzjonijiet tax-xhieda ta' PS2102 Diane Bonello u ta' PC1291 Aaron Abela u d-dokumenti esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

- Tfittxija fir-rigward ta' Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ordnata permezz ta' Digriet datat 15 ta' Jannar 2022.

  In konnessjoni ma' din it-tfittixja xehdu PS2102 Diane Bonello u l-Ispettur Gilbert Gatt waqt seduta miżmuma fid-19 ta' Jannar 2022.

  It-traskrizzjonijiet tax-xhieda u d-dokumenti u oġġetti esebiti minnhom qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

  In konnessjoni ma' din it-tfittxija xehdu wkoll is-Supretendent James Grech, l-Ispettur Anthony Scerri, l-Ispettur Claire Vella Borg u PC1031 James Busuttil waqt seduta miżmuma fl-**1 ta' Frar 2022**.

  It-traskrizzjonijiet tax-xhieda imsemmija qed jiġu annessi ma' l-atti ta' din l-Inkjesta.

Disclosure

Fid-**9 ta' April 2024** ġiet iffissata seduta għall-fini ta' disclosure lil Dr. Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), skond Digriet mogħti fl-4 ta' April 2024. Din is-seduta però ma nżammitx stante li Dr. Joseph Muscat ma deherx.

Relazzjonijiet ta' l-Esperti nominati:

L-**Espert Tekniku Keith Cutajar** ippreżenta s-segwenti Relazzjonijiet:

Fl-**25 ta' Frar 2021**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "KC1", fejn, wara li fil-21 ta' Ottubru 2020, aċċeda fil-fond fejn tinsab is-soċjetà Technoline Limited, ossia f'Nru.51, Triq Edgar Bernard, Gżira, u rċieva mingħand l-Espert Tekniku l-Avukat Dr. Martin Bajada numru ta' evidenza oħra elevata minn postijiet oħra, ikkonstata u kkonkluda s-segwenti:

Kien nhar il-21 ta' Ottubru 2020 meta l-esponent, wara li ġie infurmat bid-dettalji mingħand is-Sinjura Maġistrat, mar fuq il-post fejn tinsab is-soċjetà Technoline, 51, Triq Edgar Bernard, il-Gżira, GZR1703, flimkien ma' l-Ispettur Rennie Stivala. Fl-istess waqt, l-espert Martin Bajada attenda fuq numru ta' postijiet oħra u ġabar evidenza li ġiet mgħoddija lill-esponent dakinhar stess. Din il-lista ta' evidenza tinkludi:

- *Mario Gatt*

  - *MG-MB01: mobajl tal-amla **OnePlys** GM1913, ta' lewn blu, bl-IMEI: 863420042498812. Din l-evidenza ġiet analizzata b'suċċess.*
  - *MG-MB01-SIM01: Sim Card tas-soċjetà Vodafone Ltd. misjub f'MG-MB01, bl-ICCID: 8935 6012 0150 7339 634. Din l-evidenza ġiet analizzata b'suċċess.*
  - *MG-MB01-CLOUD01: Cloud Extraction mis-sistema Whatsapp bid-dettalji "Mario" u "+356 9995 5555". Din l-evidenza ġiet maħruġa u analizzata b'suċċess.*

- *Ivan Vassallo:*

  - *IV-MB01: mobajl tal-amla Apple iPhone XS Max A2104, ta' lewn iswed, bis-s/n: F2LYX1N8KPH4 u bl-IMEI: 357284097353592. Din l-evidenza ġiet analizzata b'suċċess.*
  - *IV-MB01-SIM01: Sim Card tas-soċjetà Vodafone Ltd, misjub f'IV-MB01, l-ICCID: 8935 6012 0140 5631 561. Din l-evidenza ġiet analizzata b'suċċess.*
  - *IV-MB01-CLOUD01: Cloud Extraction minn diversi sistemi b'dawn il-cloud credentials:*

- *Booking.com: vassallo.ivan@gmail.com*
- *Zoom: vassallo.ivan@gmail.com*

- *IV-LHD01: hard drive tad-ditta Western Digital 4TB2.5", ta' lewn abjad, bis-s/n: 57583131444238415254323O.*
- *IV-LHD01: hard drive tad-ditta HGST Tuoro 1TB 2.5", ta' lewn iswed bis-s/n: 29620022007170410012.*
- *IV-LHD03: hard drive tad-ditta Maxtor M3 1TB 2.5", ta' lewn iswed, bis-s/n: NM13JTXK.*
- *IV-LHD04: hard drive tad-ditta Maxtor 320GB 2.5", ta' lewn iswed, bis-s/n: 2HB23PPT.*
- *IV-LUSB01: USB pendrive tad-ditta TraxData 2GB, ta' lewn iswed, bis-s/n: 08102658e42012.*
- *IV-LUSB02: USB pendrive tad-ditta MediaRange 4GB, ta' lewn iswed, mingħajr l-ebda s/n visibbli.*
- *IV-LUSB03: USB pendrive bla ditta 8GB, ta' lewn iswed, bis-s/n: AA0000000000485.*
- *IV-LCD01: HL-DT-ST DVDRAM GH22NS50 DVD tad-ditta Philips u bla ebda kitba fuqha.*

- *Laptops, Kompjuters u Servers:*

- *PC01-HD01: Microsoft Surface 1825 128GB, ta' lewn griż, bis-s/n: 007704390151.*
- *PC02-HD01: Samsung SSD 120GB MZ-VLW1280 bis-s/n: S33WNX0K404784 misjuba f'laptop tal-amla MSI MS-17C5, ta' lewn iswed bis-s/n:K1812N0006548.*
- *PC02-HD02: HGST 7K1000-1000 1TB 2.5" hard drive bis-s/n: BNJB4HE misjub f'laptop ta' l-amla MSI MS-17C5, ta' lewn iswed, bis-s/n: K1812N0006548.*
- *PC03-HD01: PC401 NVMe 512GB M2 SSD tad-ditta SK Hynix bis-s/n: MJ92N278710202P50, misjuba f'laptop tal-amla HP ProBook X360 440 G1, ta' lewn griż, bis-s/n: 8CG9174K51.*
- *PC04-HD01: Hitachi Z7K320-320 320GB 2.5" hard drive bis-s/n: 63KG9BYN, misjub f'laptop tal-amla Lenovo ThinkPad, ta' lewn iswed, bil-WWAN IMEI: 356403043171285.*
- *PC05-HD01: laptop ta' l-amla Microsoft 1872 laptop, ta' lewn griż, bis-s/n: 038755793657.*
- *PC06-HD01: Apple SSD SM0128L 120GB misjub f'Apple iMac A1419, ta' lewn griż, bis-s/n: C02VW12ZJ1GJ.*
- *PC06-HD02: Apple HD ST2000DM001 1TB misjub f'Apple iMac A1419, ta' lewn griż, bis-s/n: C02VW12ZJ1GJ.*
- *Technoline Server: data extraction live mis-server tas-soċjetà Technoline.*
- *technolinemt.sharepoint: Cloud Extraction mis-sistema Microsoft SharePoint tas-soċjetà Technoline, bl-isem: technolinemt.sharepoint, bil-lista tal-folders misjuba hi din:*

1. *Administration*
2. *Archive*
3. *E-Filing*
4. *E-Tenders*
5. *Finance*
6. *General Public*
7. *IT*
8. *Logistics*
9. *Management*
10. *Sales*

- *Emails (PST file format): Cloud Extraction mis-sistema Microsoft Outlook Online, bl-imejls hawn taħt imsemmija:*

1. aaquilina@technoline-mt.com
2. abonett@technoline-mt.com
3. abugeja@technoline-mt.com
4. acamilleri@technoline-mt.com
5. adm-dabela@technoline-mt.com
6. Admin
7. admin@technoline-mt.com
8. amizzi@technoline-mt.com
9. ascerri@technoline-mt.com
10. auditors@technoline-mt.com
11. bbartolo@technoline-mt.com
12. cabdilla@technoline-mt.com
13. cbonello@technoline-mt.com
14. cbonnici@technoline-mt.com
15. ccilia@technoline-mt.com
16. ccusens@technoline-mt.com
17. crizzo@technoline-mt.com
18. crm@technoline-mt.com
19. cscicluna@technoline-mt.com
20. dabela@technoline-mt.com
21. dborg@technoline-mt.com
22. dcalleja@technoline-mt.com
23. dfalzon@technoline-mt.com
24. directorsoffice@technoline-mt.com
25. dlofaro@technoline-mt.com
26. eazzopardi@technoline-mt.com
27. ecassar@technoline-mt.com
28. fcamilleri@technoline-mt.com
29. gaquilina@technoline-mt.com
30. gcamilleri@technoline-mt.com
31. GDPR
32. gdpr@technoline-mt.com
33. hpagius@technoline-mt.com

34.hr@technoline-mt.com
35.ivassallo@protonmail.com
36.ivassallo@technoline-mt.com
37.jbird@technoline-mt.com
38.jbusuttil@technoline-mt.com
39.jcaruana@technoline-mt.com
40.jellul@technoline-mt.com
41.jfelice@technoline-mt.com
42.jmallia@technoline-mt.com
43.jscicluna@technoline-mt.com
44.kinetix@technoline-mt.com
45.Knees
46.kvella@technoline-mt.com
47.lcamilleri@technoline-mt.com
48.lcassar@technoline-mt.com
49.Logistics
50.lpace@technoline-mt.com
51.magius@technoline-mt.com
52.manayati@technoline-mt.com
53.mbuttigieg@technoline-mt.com
54.Medical
55.mgatt@technoline-mt.com
56.mrsammut@technoline-mt.com
57.mscerri@technoline-mt.com
58.mspiteri@technoline-mt.com
59.mvassallo@technoline-mt.com
60.nazzopardi@technoline-mt.com
61.ncamilleri@technoline-mt.com
62.nsammut@technoline-mt.com
63.oattard@technoline-mt.com
64.pmifsud@technoline-mt.com
65.pszammit@technoline-mt.com
66.Purchasing
67.rborg@technoline-mt.com
68.rbugeja@technoline-mt.com
69.Regulatory
70.sborg@technoline-mt.com
71.Servicing
72.ybadar@technoline-mt.com

Din l-evidenza ġiet imaged bl-użu ta':

- *Oxygen Detective & Cloud Extractor v13.0.1.29*
- *Susteen DataPilot v10*
- *FTK Imager v4.2.0.13*
- *Paladin Live OS*

- *Cru Ditto DX*
- *Sim Card Reader*

...

Konklużjoni

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvi r-Rikors ġuramentat ta' Marion Pace Asciak ID 315654(M), Robert Aquilina ID 313178(M), Vicki Ann Cremona ID 421080(M), Simon Sansone ID 33276(M), Pia Zammit ID 219368(M), Emanuel Delia ID 560176(M), f'isem "Repubblika", assoċjazzjoni reġistrata bħala persuna ġuridika mar-Reġistratur għal Persuni Ġuridiċi, ippreżentat fit-13 ta' Mejju 2019 quddiem il-Magistrat Dr. Claire L. Stafrace Zammit u degretat fit-18 ta' Lulju 2019. Dan l-inkarigu jinvolvi li neleva evidenza ta' natura diġitali b'relevanza għal dan il-proċess, nagħmel forensic image ta' l-istess evidenza miġbura u nirrelata bil-miktub f'dan ir-rapport.

L-esponent jirrimarka li kopja ta' l-informazzjoni maħruġa, nhar l-10 ta' Novembru 2020, lir-rappreżentant ta' ANSEC IA, fuq encrypted 8TB hard drive, bid-dettalji li jinsabu f'Appendiċi 2.

L-esponent qiegħed jinkludi, f'Appendiċi numru 1, kopja tal-filmati prelavati, data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma' kopja diġitali ta' dan ir-rapport.

Fl-**14 ta' April 2021**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. KC2", fejn wara li b'Digriet mogħti mill-Maġistrat Dr. Doreen Clarke datat 7 ta' April 2021, ingħata aċċess għal devices elettroniċi, inklużi mobile phones, laptops u/jew tablets, sekwestrati mill-pussess ta' Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), fir-rigward ta' liema sar *repert* ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta, quddiem l-imsemmija Maġistrat Dr. Doreen Clarke, ikkonstata u kkonkluda s-segwenti:

L-esponent, hekk kif ġie nfurmat b'din l-estensjoni ta' l-inkarigu tiegħu, mal-ewwel beda process sabiex jottjeni l-informazzjoni mitluba. Din kienet tinkludi informazzjoni rigwardanti l-evidenza hawn taħt imsemmija:

- *KM-MB01: mobajl tal-amla Apple iPhone ta' lewn iswed bl-IMEI: 3528 5911 0648 584. Dan il-mobajl kien PIN protected u għaldaqstant l-informazzjoni ma setgħetx tinħareġ minnu.*
- *KM-MB01-SIM01: SIM Card tas-socjetà Vodafone Ltd., misjuba f'KM-MB01, bl-ICCID: 8935 6012 0120 8437 752. L-informazzjoni preżenti f'din l-evidenza ġiet maħruġa b'suċċess.*
- *KM-LOBJ01: smart watch tal-amla Huawei li ma nstabet l-ebda informazzjoni fih.*

- *KM-PC01-HD01: hard drive tal-amla Samsung SSD 256GB, misjub f'laptop kompjuter tal-amla Lenovo Yoga 730-13IWL ta' lewn griż, bis-s/n: MP1HFU86. L-analiżi fuq dan il-laptop saret b'suċċess.*
- *KM-PC02-HD01: hard drive tal-amla WD Green SATA SSD2.5" 240GB WDS240G2G0A bis-s/n: 1938AF800367, misjub f'laptop kompjuter tal-amla HP ProBook 450G4 bis-s/n: 5CD196C66. L-analiżi fuq dan il-laptop saret b'suċċess.*

Din l-evidenza ġiet cloned bl-użu ta':

FTK Imager v4.5.0.3

Konklużjoni:

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvi li jingħata aċċess għal numru ta' oġġetti diġitali, inklużi mobajl phones, laptops u/jew tablets, sabiex inkun nista' nagħmel forensic clone tagħhom u nirrelata bil-miktub f'dan ir-rapport.

L-esponent qiegħed jinkludi, f'Appendiċi 1, kopja tal-filmati prelevati, data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma' kopja diġitali ta' dan ir-rapport – 1TB Hard Drive, ta' l-għamla PHD 3.0 Silicon-Power SCSI Disk Device bis-s/n: 80000000050206233002.

L-esponent qiegħed jiġġenera File Hash List f'Appendiċi 2, li tiddokumenta l-kontenut ta' l-istess hard drive li jinsab f'Appendiċi 1.

Fis-**27 ta' Ottubru 2021**, ippreżenta Relazzjoni li qed tiġi mamarkata bħala Dok. "KC3", fejn ikkonstata u kkonkluda s-segwenti:

L-esponent, wara l-ewwel u t-tieni rapport tiegħu, qiegħed jiddokumenta numru t'evidenza oħa miġbura f'numru ta' tfittxijiet li saru f'April 2021 fejn l-esponent intalab sabiex jagħmel forensic imaging ta' l-evidenza hawn taħt iddokumentata.

- *Jean Claude Sladden (Form 08010)*
  - *0371108*
    - *JCS-MB01: mobajl tal-amla Nokia 2730c-1 Rm-578 ta' lewn iswed, bl-IMEI: 354870/04/628835/4. Din l-evidenza ġiet analizzata b'suċċess.*
    - *JCS-MB02: mobajl tal-amla Nokia C2-01 RM-721 ta' lewn iswed, bl-IMEI: 351971/05/569869/7. Din l-evidenza ma ġietx analizzata ħabba problemi tekniċi li nqalgħu.*

- *JCS-MB03: mobajl tal-amla IMO Dash, ta' lewn abjad, bl-IMEI: 358889082976055 u bis-s/n: YY2018102700895. Din l-evidenza ġiet analizzata b'suċċess.*

- *Noella Sladden (Form 08001)*
  - *0371107*
    - *NS-MB01: mobajl tal-amla Apple iPhone, ta' lewn iswed, bl-IMEI: 359405089713331. Din l-evidenza kienet PIN protected bin-numru '071966' u l-analiżi twettqet b'suċċess.*
    - *NS-MB01-SIM01: SIM Card tas-soċjetà Melita Ltd., misjub f'NS-MB01, bl-ICCID: 8935 6770 1772 2816 662. Din l-evidenza ġiet analizzata b'suċċess.*

- *Jean Claude Sladden (Form 08002)*
  - *0371105*
    - *JCS-MB04: mobajl tal-amla Xiaomi Redmi 7A M1903C3EG ta' lewn aħmar, bl-IMEI: 861307041753440. Din l-evidenza kienet PIN protected bin-numru '9456' u l-analiżi twettqet b'suċċess.*
    - *JCS-MB04-SIM01: SIM card tas-soċjetà Melita Ltd., misjuba f'JCS-MB04, bl-ICCID: 8935 6770 1554 1633 888. Din l-evidenza ġiet analizzata b'suċċess.*

- *Andrea Sladden (Form 08003)*
  - *S01350828*
    - *AS-MB01: mobajl tal-amla Apple iPhone A1778, ta' lewn iswed, l-IMEI: 356388105426513. Din l-evidenza kienet PIN protected bin-numru '234489' u l-analiżi twettqet b'suċċess.*
    - *AS-MB01-SIM01: SIM card tas-soċjetà GO plc, misjuba f'AS-MB01, bl-ICCID: 2100 0501 6534 278. Din l-evidenza ġiet analizzata b'suċċess.*
    - *AS-MB02: mobajl tal-amla Apple iPhone **A1778**, ta' lewn abjad/ griż, bl-IMEI: 355316085413640. Din l-evidenza kienet PIN protected bin-numru '234489' u l-analiżi twettqet b'suċċess.*
    - *AS-MB02-SIM01: SIM card tas-soċjetà Melita Ltd., misjuba f'AS-MB02, bl-ICCID: 8935 6770 1556 1805 473. Din l-evidenza ġiet analizzata b'suċċess.*

- *Pierre Sladden (Form 08004)*
  - *SC00178889*
    - *PS-MB01: mobajl tal-amla Apple iPhone, ta' lewn iswed, bl-IMEI: 354003105172023. Din l-evidenza kienet PIN protected bin-numru '101967' u l-analiżi twettqet b'suċċess.*
    - *PS-MB01-SIM01: SIM card tas-soċjetà GO plc, misjuba f'PS-MB01, bl-ICCID: 2100 0501 6534 484. Din l-evidenza ġiet analizzata b'suċċess.*

- *Jean Claude Sladden (Form 08009)*
  - *S01350827*
    - *JCS-MB05: mobajl tal-amla Samsung Galaxy S6, ta' lewn blu u iswed, bl-IMEIs: 355922071250639. Din l-evidenza ġiet analizzata b'suċċess.*
    - *JCS-MB06: mobajl tal-amla Samsung SM-J105B/DS, ta' lewn abjad, bl-IMEIs: 356707/07/279576/8 u 356708/07/279576/6 u bis-s/n: R21H904W21D. Din l-evidenza ġiet analizzata b'suċċess.*
    - *JCS-MB07: mobajl tal-amla Samsung SM-G318H, ta' lewn abjad, bl-IMEI: 359890/06/826948/0 u bis-s/n: R21G91W0NZT. Din l-evidenza ma setgħetx tiġi analizzata peress li kellha xi ħsarat tekniċi.*
    - *JCS-MB08: mobajl tal-amla Samsung GT-S5310, ta' lewn blu, bl-IMEI: 356431/05/897225/5 u bis-s/n: RV1F90HXSZK. Din l-evidenza ġiet analizzata b'suċċess.*

- *XC00062403*
  - *MB01: mobajl/tablet tal-amla Asus K008, ta' lewn iswed, bin-numru D80KBC105431. Din l-evidenza ma setgħetx tiġi analizzata peress li kellha xi ħsarat tekniċi.*

- *S01350865*
  - *MB02: mobajl tal-amla Apple iPhone ta' lewn iswed. Din l-evidenza ma setgħetx tiġi analizzata peress li kellha xi ħsarat tekniċi.*
  - *JCS-LHD01: hard drive tal-amla Maxtor M3 Portable 2TB HX-M201TCB bis-s/n: NM150N7X. Din l-evidenza ġiet analizzata b'suċċess.*

- *S01350867*
  - *JCS-LOBJ01: battery pack bin-numru 4745 ta' lewn abjad. Din l-evdienza ma kellha l-ebda informazzjoni ta' natura teknika.*
  - *JCS-LOBJ02: keychain li fiha biro li ma kellha l-ebda informazzjoni ta' natura teknika.*
  - *JCS-LUSB01: USB pendrive tal-amla Verbatim 1GB ta' lewn aħmar. Din l-evidenza ma setgħetx tiġi analizzata għal raġunijiet tekniċi.*
  - *JCS-LUSB02: USB pendrive ta' bla amla ta' lewn abjad u blu. Din l-evidenza ma setgħetx tiġi analizzata għal raġunijiet tekniċi.*
  - *JCS-LUBS03: USB pendrive tal-amla Verbatim 2GB ta' lewn abjad. Din l-evidenza ġiet analizzata b'suċċess.*
  - *JCS-LUBS04: USB pendrive tal-amla SanDisk ta' lewn sewda u ħamra. Din l-evidenza ġiet analizzata b'suċċess.*
  - *JCS-LUBS05: USB pendrive bl-isem "puregreen promotions" ta' lewn abjad. Din l-evidenza ġiet analizzata b'suċċess.*
  - *JCS-LUSB06: USB pendrive ta' bla amla u ta' lewn griż. Din l-evidenza ġiet analizzata b'suċċess.*

- *JCS-LOBJ03: microSD Adapter tal-amla Samsung mingħajr memory card. Għaldaqstant, l-ebda informazzjoni ta' natuar diġitali ma nstabet.*
- *JSC-LSIM01: SIM Card tas-soċjetà Vodafone Ltd., bl-ICCID: 8935 6012 0100 6241 646. Din l-evidenza ġiet analizzata b'suċċess.*

Din l-evidenza ġiet cloned bl-użu ta':

- *FTK Imager v4.5.0.3*
- *Ditto DX*
- *Cellebrite UFED v7.44.1.3*
- *CRU write-blockers*

L-esponent talab sabiex jagħmel tiswijiet fuq dawn il-mobajls.

- *JCS-MB01*
- *JCS-MB05*
- *JCS-MB06*

L-esponent jirrimarka li x-xogħol twettaq għand is-soċjetà QuickFix, 4, Triq il-Wied, Birirkara, mis-sur Chris Attard (521991M) b'suċċess fuq il-mobajls JCS-MB05 u JCS-MB06 nhar it-22 ta' April 2021 (appendiċi 2).

L-esponent nhar l-20 ta' April 2021, għadda numru ta' evidenza lis-sur Stephen Clarke, hekk kif dokumentat fl-evidence form annessa f'Appendiċi 3.

L-esponent qiegħed jinkludi kopja u lista dettaljata (flimkien ma' hash calculation ta' kull fajl) ta' x'evidenza ġiet mgħoddija lill-Espert Miroslava f'appendiċi 2 fil-folder bl-isem "Part 4 – Miroslava".

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Konklużjoni

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvi li nagħmel forensic imaging ta' numru ta' oġġetti diġitali miġbura f'din l-inkjesta u nirrelata bil-miktub f'dan ir-rapport.

L-esponent qiegħed jinkludi, f'Appendiċi 1, kopja tad-data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma' kopja diġitali ta' dan ir-rapport – 8TB Hard Drive WD MyBook bis-s/n: VGKGM5LG.

Fis-**16 ta' Diċembru 2022**, ippreżenta Relazzjoni ulterjuri għar-Relazzjoni Dok. "KC2", li qed tiġi mmarkata bħala Dok. "KC4", fejn wara li b'Digriet mogħti mill-Maġistrat Dr. Doreen Clarke datat 7 ta' April 2021, ingħata aċċess għal devices elettroniċi, inklużi mobile phones, laptops u/jew tablets,

sekwestrati mill-pussess ta' Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), fir-rigward ta' liema sar *repert* ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta, quddiem l-imsemmija Maġistrat Dr. Doreen Clarke, ikkonstata u kkonkluda s-segwenti:

L-esponent hekk kif ġie nfurmat b'din l-estensjoni ta' l-inkarigu tiegħu, mal-ewwel beda l-proċess sabiex jottjeni l-informazzjoni mitluba. L-esponent, nhar l-10 ta' April 2021, wettaq forensic clones tal-esebiti hawn taħt imsemmija.

- *KM-MB01-SIM01: SIM Card tas-soċjetà Vodafone Ltd., misjuba f'KM-MB01, bl-ICCID: 8935 6012 0120 8437 752. L-informazzjoni preżenti f'din l-evidenza ġiet maħruġa b'suċċess.*
- *KM-LOBJ01: smart watch tal-amla Huawei li ma nstabet l-ebda informazzjoni fih.*
- *KM-PC01-HD01: hard drive tal-amla Samsung SSD 256GB, misjub f'laptop kompjuter tal-amla Lenovo Yoga 730-13IWL ta' lewn ġriż, bis-s/n: MP1HFU86. L-analiżi fuq dan il-laptop saret b'suċċess.*
- *KM-PC02-HD01: hard drive tal-amla WD Green SATA SSD 2.5" 240GB WDS240G2G0A bis-s/n: 1938AF800367, misjub f'laptop kompjuter tal-amla HP ProBook 450 G4 bis-s/n: 5CD7196C66. L-analiżi fuq dan il-laptop saret b'suċċess.*

L-esponent iddokumenta li l-esebit dokumentat hawn taħt kien PIN protected u għaldaqstant l-analiżi tiegħu għadha għaddejja.

- *KM-MB01: mobajl tal-amla Apple iPhone ta' lewn iswed bl-IMEI: 3528 5911 0648 584.*

Nhar id-9 ta' Diċembru 2022, dan l-esebit ġie unlocked u għaldaqstant, anness ma' dan ir-rapport f'Appendiċi 1, l-esponent qiegħed jinkludi kopja ta' l-informazzjoni maħruġa minnu.

Konklużjoni

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvi li jingħata aċċess għal numru ta' oġġetti diġitali, inklużi mobajl phones, laptops u/jew tablets, sabiex inkun nista' nagħmel forensic clone tagħhom u nirrelata bil-miktub b'dan ir-rapport.

L-esponent qiegħed jinkludi, f'Appendiċi Numru 1, kopja tal-filmati prelevati, data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma' kopja diġitali ta' dan ir-rapport.

Fl-**29 ta' Awwissu 2022**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "KC5", fejn ikkonstata u kkonkluda s-segwenti:

Introduzzjoni

L-esponent, hawn taħt iffirmat u awtur ta' dan id-dokument, ġie nfurmat mingħand is-sinjura Maġistrat Dr. Gabriella Vella LL.D., bl-estensjoni ta' l-inkarigu tiegħu sabiex nassisti lill-Pulizija Eżekuttiva fit-tfittxijiet minnha ordnati fil-konfront ta' Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), b'digriet datat 15 ta' Jannar 2022 u nirrelata bil-miktub lil din il-Qorti.

Dettalji tal-Proċess

L-esponent, nhar id-19 ta' Jannar 2022, assista lil numru t'uffiċjali tal-Pulizija sabiex wettqu tfittxijiet ġewwa l-fond 20, Triq San Pawl Milqi ġewwa Burmarrad. F'din ir-residenza, kien jirrisjedi d-dottor Joseph Muscat, I.D. 110274M. L-esponent, hekk kif daħal ġewwa r-residenza, ġie mgħoddi l-mobajls hekk kif bdew jinstabu mill-uffiċjali tal-Pulizija waqt it-tfittxijiet. Dan kollu beda għal ħabta tas-07:28 ta' filgħodu. Ġewwa din l-istess residenza kienu jirrisjedu s-sinjura Michelle Muscat, mart id-dottor Joseph Muscat, u uliedhom Soleil Muscat u Etoile Muscat. Kienet tirrisjedi ukoll persuna oħra li kienet tgħin fil-manteniment ta' l-istess dar, is-sinjura Caridad Rebong (ID: 0210648A).

L-esponent kien ġie mgħoddi struzzjoni sabiex jinġabar kull oġġett ta' natura diġitali li kien possibilment jagħmel użu minnu jew għandu aċċess id-dottor Muscat, b'mod speċjali mobajls u tablets. Għaldaqstant l-esponent ġabar dawn l-oġġetti li ġejjin:

- *Michelle Muscat – M23981532*
  - *MM-MB01: mobajl tal-amla Huawei VOG-L29 ta' lewn abjad, bl-IMEI: 868054040541383. Dan il-mobajl kien PIN protected (6) u peress li s-sinjura Muscat oġġezzjonat li tipprovdi din l-informazzjoni, għaldaqstant l-analiżi ma setgħetx issir.*
  - *MM-MB01-SIM01: SIM card tas-soċjetà GO plc, misjuba f'MM-MB01, bl-ICCID: 2100 0501 5587 426. Din l-evidenza ġiet analizzata b'suċċess.*

- *Joseph Muscat – M23981533*
  - *JM-MB01: mobajl tal-amla Apple iPhone 11 Pro Max A2218 ta' lewn griż, bl-IMEI: 353917104669070. Dan il-mobajl kien PIN protected (6) u peress li d-dottor Muscat oġġezzjona li jipprovdi l-informazzjoni, għaldaqstant l-analiżi ma setgħetx issir.*

- *JM-MB01-SIM01: SIM card tas-soċjetà Epic Ltd, misjuba f'JM-MB01, bl-ICCID: 8935 6012 0190 6109 943. Din l-evidenza ġiet analizzata b'suċċess.*

- *Soleil Muscat – M23981535*
  - *SM-MB01: mobajl tal-amla Apple iPhone 11 Pro A2407 ta' lewn blu ċar, bl-IMEI: 355306400223899. Dan il-mobajl kien PIN protected (6) u peress li d-dottor Muscat oġġezzjona li jipprovdi din l-informazzjoni, għaldaqstant l-analiżi ma setgħetx issir.*
  - *SM-MB01-SM01: SIM card tas-soċjetà GO plc, misjuba f'SM-MB01, bl-ICCID: 2100 0502 0814 690. Din l-evidenza ġiet analizzata b'suċċess.*

- *Etoile Muscat – M23981534*
  - *EM-MB01: mobajl tal-amla Apple iPhone 11 Pro Max A2218 ta' lewn griż, bl-IMEI: 353920103967008. Dan il-mobajl kien PIN protected (6) u peress li d-dottor Muscat oġġezzjona li jipprovdi din l-informazzjoni, għaldaqstant l-analiżi ma setgħetx issir.*
  - *EM-MB01-SIM01: SIM card tas-soċjetà GO plc, misjuba f'EM-MB01, bl-ICCID: 2100 0501 8723 713. Din l-evidenza ġiet analizzata b'suċċess.*

- *N11463521*
  - *JM-MB02: tablet tal-amla Apple iPad A2316 ta' lewn griż bis-s/n: GG7DQ7GXQ16X. Dan it-tablet kien PIN protected (6) u peress li d-dottor Muscat oġġezzjona li jipprovdi din l-informazzjoni, għaldaqstant l-analiżi ma setgħetx issir.*

- *M23981531*
  - *O-MB01: mobajl tal-amla Apple iPhone 5S A 1530 ta' lewn abjad bl-IMEI: 359270068150347. Dan il-mobajl kien PIN protected (6) u peress li d-dottor Muscat oġġezzjona li jipprovdi din l-informazzjoni, għaldaqstant l-analiżi ma setgħetx issir.*

- *N11463508*
  - *O-MB02: tablet tal-amla Apple iPad 2 A1395 16GB ta' lewn griż bis-s/n: PMRHGEFFDKPH. Din l-evidenza ġiet analizzata b'suċċess.*

- *Caridad Rebong – M23981530*
  - *CR-MB01: mobajl tal-amla Huawei BLA-Aloo ta' lewn roża. Din l-evidenza ġiet analizzata b'suċċess.*

- *CR-MB01-SIM01: SIM card tas-soċjetà Smart World, misjuba f'CR-MB01. Din l-evidenza ġiet analizzata b'suċċess.*

Wara li nforma lis-sinjura Maġistrat lis-sinjuri Muscat ma riedux jipprovdu l-unlocking codes ta' dawn l-oġġetti diġitali, huwa ssuġġerixxa sabiex dawn l-oġġetti diġitali jiġi mibgħuta għand id-dipartiment tal-Homeland Security Investigation C3, ġewwa l-belt ta' Washington DC ġewwa l-Istati Uniti. Wara li l-istess Maġistrat Inkwirenti akkordat din it-talba, l-esponent intaqa' mal-Aġent Speċjali, is-Sur Gary Tirabassi (08116) ġewwa l-lukanda Westin Dragonara ġewwa San Ġiljan nhar it-12 ta' Awwissu 2022, fejn huwa għadda dawn il-mobajls rilevanti għall-unlocking. L-evidence forms kemm tat-tfittxija u anka tar-rilaxx jinsabu annessi f'Appendiċi 2 ta' dan ir-rapport.

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Konklużjoni

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvi li nassisti lill-Pulizija Eekuttiva fit-tfittijiet minnha ordnati fil-konfront ta' Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M) b'digriet datat 15 ta' Jannar 2022 u nirrelata bil-miktub f'dan ir-rapport.

L-esponent qiegħed jinkludi, f'Appendiċi numru 1, kopja tad-data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma' kopja diġitali ta' dan ir-rapport.

Fis-**17 ta' April 2023**, ippreżenta Relazzjoni li qed tiġi mmarkata Dok. "KC6", fejn jikkonstata u jikkonkludi s-segwenti:

Introduzzjoni

L-esponent, hawn taħt iffirmat u awtur ta' dan id-dokument, ġie infurmat mingħand is-sinjura Maġistrat Dr. Gabriella Vella LL.D., bl-estensjoni ta' l-inkarigu tiegħu sabiex inwettaq unlock tal-mobajls miġbura waqt tfittxija, datat 17 ta' Jannar 2022 u nirrelata bil-miktub lil din il-Qorti.

Dettalji tal-Proċess

L-esponent, nhar is-16 ta' Marzu 2023, ġie mogħti MM-MB01 u O-MB01 mis-sur Gary Tirabasi, Special Agent tal-Homeland Security Investigations Departament ta' l-Istati Uniti (HSI). L-esponent ingħata wkoll ir-raw data fejn huwa stess proċessa din l-istess data bl-użu tal-programm Cellebrite Premium SaaS v7.62. L-informazzjoni kollha maħruġa tinsab annessa f'Appendiċi 1. L-esponent ingħata wkoll l-BFU (Before First Unlock) data ta'

SM-MB01 u wkoll ġiet proċessata mill-esponent u tinsab annessa f'Appendiċi 1.

Konklużjoni

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvi li nwettaq unlock tal-mobajls miġbura waqt tfittxija b'digriet datat 17 ta' Jannar 2022 u nirrelata bil-miktub f'dan ir-rapport.

L-esponent qiegħed jinkludi, f'Appendiċi 1, kopja tad-data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma' kopja diġitali ta' dan ir-rapport.

Fis-**27 ta' Novembru 2023**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "KC7", fejn ikkonstata u kkonkluda s-segwenti:

Introduzzjoni

L-esponent hawn taħt iffirmat u awtur ta' dan id-dokument, ġie nfurmat mingħand is-sinjura Maġistrat Dr. Gabriella Vella LL.D. bħala espert tekniku, li tinvolvi l-Atti tar-Rikors ġuramentat ta' Marion Pace Asciak ID 315654(M), Robert Aquilina ID 313178(M), Vicki Ann Cremona ID 421080(M), Simon Sansone ID 33276(M), Pia Zammit ID 219368(M), Emanuel Delia 560176(M), f'isem "Repubblika" Assoċazzjoni reġistrata bħala persuna ġuridika, mar-Reġistratur għal persuni ġuridiċi ppreżentat fit-13 ta' Mejju 2019 quddiem il-Maġistrat Dr. Claire Stafrace Zammit u degretat fit-18 ta' Lulju 2019. Dan l-inkarigu jinvolvi li nwettaq forensic clone ta' MacBook Pro issekwestrat mingħand Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), li preżentement jinsab esebit bħala Dok KS4 (Ebag L00451473) fl-atti tal-proċeduri fl-ismijiet "Ir-Repubblika ta' Malta v. Alfio Schembri et", pendenti quddiem il-Qorti tal-Maġistrati (Malta) bħala Qorti Istruttorja presjeduta mill-Maġistrat Dr. Donatella Frendo Dimech, u dana wara li jingħata d-debitu aċċess għall-imsemmi esebit mill-Qorti tal-Maġistrati (Malta) bħala Qorti Istruttorja u nirrelata bil-miktub f'dan ir-rapport.

Dettalji tal-Proċess

L-esponent ġabar l-esebit hawn dokumentat u nbdiet mal-ewwel l-analiżi fuqu:

ID:	***PC01***
Evidence Bag No.	*L 00451473*
Tip ta' Extraction	*PHYSICAL – MAGNET AXIOM CYBER*

Deskrizzjoni ta' l-Eżebit	*LAPTOP TA' KULUR IL-FIDDA*
Manufattura ta' l-Eżebit	*APPLE*
Mudell:	*MACBOOK PRO*
Verżjoni (S/N)	*A1989*
Serial Number	*C02ZC199LVDD*
Status: *X'hin infetaħ il-laptop, l-storage medium kien souldered fuq il-board u għaldaqstant l-imaging saret bl-użu ta' Cellebrite Digital Collector. L-ipproċessar sar bl-użu tal-Magnet AXIOM Cyber.*	

L-informazzjoni kollha maħruġa waqt l-analiżi tinsab esebita f'Appendiċi 1. L-esponent qiegħed jiddokumenta, fis-sezzjoni li jmiss, l-istess evidenza hawn fuq imsemmija b'mod viżwali.

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Konklużjoni

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvu l-Atti tar-Rikors ġuramentat ta' Marion Pace Asciak ID 315654(M), Robert Aquilina ID 313178(M), Vicki Ann Cremona ID 421080(M), Simon Sansone ID 33276(M), Pia Zammit ID 219368(M), Emanuel Delia 560176(M), f'isem "Repubblika" Assoċazzjoni reġistrata bħala persuna ġuridika, mar-Reġistratur għal persuni ġuridiċi ppreżentat fit-13 ta' Mejju 2019 quddiem il-Maġistrat Dr. Claire Stafrace Zammit u degretat fit-18 ta' Lulju 2019. Dan l-inkarigu jinvolvi li nwettaq forensic clone ta' MacBook Pro issekwestrat mingħand Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), li preżentement jinsab esebit bħala Dok KS4 (Ebag L00451473) fl-atti tal-proċeduri fl-ismijiet "Ir-Repubblika ta' Malta v. Alfio Schembri et", pendenti quddiem il-Qorti tal-Maġistrati (Malta) bħala Qorti Istruttorja presjeduta mill-Maġistrat Dr. Donatella Frendo Dimech, u dana wara li jingħata d-debitu aċċess għall-imsemmi esebit mill-Qorti tal-Maġistrati (Malta) bħala Qorti Istruttorja u nirrelata bil-miktub f'dan ir-rapport.

L-esponent qiegħed jinkludi f'Appendiċi numru 1, kopja tad-data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma' kopja diġitali ta' dan ir-rapport.

Fit-**23 ta' April 2024** ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "KC8", fejn ikkonstata u kkonkluda s-segwenti:

Introduzzjoni:

L-esponent, hawn taħt iffirmat u awtur ta' dan id-dokument, ġie nfurmat mingħand is-sinjura Maġistrat Dr Gabriella Vella LL.D. bl-estensjoni tal-inkarigu tiegħu sabiex nwettaq unlock tal-mobajls miġbura waqt tfittxija b'digriet datat 17 ta' Jannar 2022 u nirrelata bil-miktub lil din il-Qorti.

Dettalji tal-proċess:

L-esponent, ġie mgħoti EM-MB01, SM-MB01, JM-MB01 u JM-MB02 mis-sur Gary Tirabassi, Special Agent tas-soċjeta' Homeland Security Investigations Department tal-Stati Uniti (HSI). L-esponent ingħata wkoll ir-raw data fejn huwa stess proċessa din l-istess data bl-użu tal-program Cellebrite Premium SaaS. L-informazzjoni kollha maħruġa tinsab annessa f'Appendiċi 1. L-esponent ingħata wkoll l-BFU (Before First Unlock) data ta' SM-MB01 u wkoll ġiet proċessata mill-esponent u tinsab annessa f'Appendiċi 1.

ID:	*JM-MB01*
EVIDENCE BAG NO:	*A6537491*
CB SOFTWARE VERSION:	*V7.68*
ANALYSER SOFTWARE VERSION:	*V10.1*
TIP TA' EXTRACTION:	*BFU*
DESKRIZZJONI TA' L-EZEBIT:	*Mobajl ta' lewn iswed bi privacy screen protector.*
MANUFATTURA TA' L-EZEBIT:	*Apple*
MUDELL:	*iPhone 11 Pro Max*
VERŻJONI (S/N):	*D431AP*
IMEI 1:	*353917104669070*
STATUS: *L-estrazzjoni u l-analiżi ta' BFU irnexxew.*	

ID:	*JM-MB02*
EVIDENCE BAG NO:	*A6537489*
CB SOFTWARE VERSION:	*V7.68*
DESKRIZZJONI TA' L-EZEBIT:	*Tablet ta' lewn ċelesti*
MANUFATTURA TA' L-EZEBIT:	*Apple*
MUDELL:	*Apple iPad Air 4th Gen*
VERŻJONI:	*A2316*
S/N:	*GG7DQ7GXQ16X*

STATUS: *L-estrazzjoni ma setgħetx issir għall-fatt li l-mobajl m'huwiex kompatibbli ma' sistema.*

ID:	*EM-MB01*
EVIDENCE BAG NO:	*A6537490*
CB SOFTWARE VERSION:	*V7.68*
ANALYSER SOFTWARE VERSION:	*V10.1*
TIP TA' EXTRACTION:	*BF + FFS*
DESKRIZZJONI TA' L-EZEBIT:	*Mobajl ta' lewn griż bi screen protector mkisser*
MANUFATTURA TA' L-EZEBIT:	*Apple*
MUDELL:	*iPhone 11 Pro Max*
VERŻJONI:	*A2218*
IMEI 1:	*353920103967008*
STATUS: *L-estrazzjoni u l-analiżi rnexxew.*	

ID:	*EM-MB01-SIM01*
SOĊJETA':	*GO Plc.*
ICCID:	*210005018723713*

ID:	*SM-MB01*
EVIDENCE BAG NO:	*A6537492*
CB SOFTWARE VERSION:	*V7.68*
DESKRIZZJONI TA' L-EZEBIT:	*Mobajl ta' lewn blu skur bi screen protector ftit mkisser*
MANUFATTURA TA' L-EZEBIT:	*Apple*
MUDELL:	*iPhone 12 Pro*
VERŻJONI:	*A2407*
IMEI 1:	*355306400223899*
STATUS: *L-estrazzjoni ma setgħetx issir għall-fatt li l-mobajl m'huwiex kompatibbli ma' sistema.*	

ID:	*SM-MB01-SIM01*

SOĊJETA':	*GO Plc.*
ICCID:	*210005020814690*

ID:	*SM-MB01-SIM02*
SOĊJETA':	*Epic Ltd.*
ICCID:	*8935601201906109943*

JM-MB01 kien qiegħed fuq proċess ta' Brute Forcing, u kien qiegħed jagħti ETC[1] ta' 297days 01:06:33, biss dan ġie mwaqqaf fuq struzzjoni tal-Magistrat Inkwirenti.

...

Konklużjoni:

L-esponent wettaq id-doveri tiegħu hekk kif ġie mitlub lilu, li jinvolvi li nwettaq unlock tal-mobajls miġbura waqt tfittxija b'digriet datat 17 ta' Jannar 2022 u nirrelata bil-miktub f'dan ir-rapport.

L-esponent qiegħed jinkludi, f'Appendiċi numru 1, kopja tad-data maħruġa mill-evidenza diġitali hawn dokumentata flimkien ma kopja diġitali ta' dan ir-rapport.

L-Espert Tekniku l-**Avukat Dr. Martin Bajada** ppreżenta s-segwenti Relazzjonijiet:

Fl-**1 ta' Marzu 2021**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "MB1", fejn wara li b'Digriet mogħti mill-Maġistrat Dr. Josette Demicoli datat 9 ta' Frar 2021, ingħata aċċess għal devices elettroniċi, inklużi mobile phones, laptops u/jew tablets, sekwestrati mill-pussess ta' Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), fir-rigward ta' liema sar *repert* ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta, quddiem l-istess imsemmija Maġistrat Dr. Josette Demicoli, ikkonstata u ikkonkluda s-segwenti:

1. Provi

1.1 Aċċessi

1.1.1. L-esponent ġie notifikat bin-nomina tramite digriet datat 9 ta' Frar 2021.

[1] ETA: Estimated Time of Completion

1.1.2. *It-talbiet li saru mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D., ġew akkordati mill-Maġistrat Dr. Josette Demicoli LL.D. ara kopji annessi.*

2. Inventarju

2.1. Oġġetti

2.1.1. *Is-segwenti huma d-dokumenti elevatI li jappartjenu lil Keith Schembri.*

KS1	*iPhone 11 – IMEI 353924 10 995487 8*
KS2	*iPhoneX – IMEI 359403 08 120839 2*
KS3	*iPad Air 3rd Generation IMEI 353193 10 210948 1*
KS4	*MacBook Pro*
KS5	*iPod*
KS6[1]	*USB [iifa]*
KS6[2]	*USB [PRO+]*
KS6[3]	*USB [MITA]*
KS6[4]	*USB [PLATINET]*
KS6[5]	*USB [Intenso]*
KS6[6]	*USB [unbranded]*
KS6[7]	*USB [unbranded]*
KS6[8]	*USB [Microsoft]*
KS6[9]	*USB [unbranded]*
KS7	*HP Laptop*
KS8	*Cooler Master Tower Computer*

3. Forensic Clones

3.1. Metodu

3.1.1. *Tramite apparat elettroniku konsistenti minn data blockers u is-software forensiku AccessData Forensic Tool Kit (FTK) Imgaer u Cellebrite UFED 4PC saru l-forensic clones ta' żewġ (2) ċellulari, iPad Air 3, iPod, disa' (9) USB pendrives, SSD ta' HP laptop u HHD ta' CoolMaster Tower Computer.*

3.1.2. *Kopji tal-forensic clones jinsabu fuq l-external hard disk drive INTENSO 4TB issiġillata ġewwa evidence bag bin-numru M01394812 u annessa ma' dan ir-rapport.*

4. Konklużjoni

4.1. Fatti

4.1.1. Illi l-esponent ġie notifikat bin-nomina mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D.

4.1.2. Illi kif ordnat mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D. u ikkonfermat mill-Maġistrat Dr. Josette Demicoli LL.D., l-esponent ħejja forensic clones ta' żewġ (2) ċellulari, iPad Air 3, iPod, Macbook Pro, disa' (9) USB pendrives, SSD ta' HP laptop u HHD ta' CoolMaster Tower Computer.

4.1.3 Illi l-forensic clones jinsabu fuq l-external hard disk drive INTENSO 4TB issiġillata ġewwa evidence bag bin-numru M01394812 u annessa ma' dan ir-rapport.

4.1.4. Illi l-esponent jiddikjara li skond is-sengħa u l-arti saru l-forensic clones u li ttraskriva fis-sewwa fedelment u bl-aħjar ħila u tagħrif, l-informazzjoni dwar l-estrazzjoni u l-proċess.

Fit-**13 ta' April 2021**, ippreżenta r-Relazzjoni li qed tiġi mmarkata bħala Dok. "MB2", fejn wara li b'Digriet mogħti mill-Maġistrat Dr. Ian Farrugia datat 23 ta' Frar 2021, ingħata aċċess għall-*digitised* u *digital data* tal-Bank Pilatus esebita fl-Inkjesta dwar irregolaritajiet da parte ta' l-uffiċjali ta' l-imsemmi Bank u wara li saru arranġamenti sabiex il-forensic cloning isir ġewwa l-uffiċċju ta' l-Avukat Ġenerali in kwantu l-Inkjesta msemmija kienet magħluqa, ikkonstata u ikkonkluda s-segwenti:

2. ***Provi***

2.1. ***Aċċessi***

2.1.1. *L-esponent ġie notifikat bin-nomina mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D.*

2.1.2. *Peress li l-Inkjesta tinsab għand l-Avukat Ġenerali, saru arranġamenti sabiex il-forensic cloning issir ġewwa l-uffiċċji ta' l-Avukat Ġenerali.*

3. ***Forensic Clones***

3.1. ***Hard Disk Drives***

3.1.1. *Anness ġewwa l-evidence bag XL00128965 jinsabu ħames (5) hard disk drives:*

i. *Dok. MB01 Western Digital MyBook 12TB USB3 External Numru tas-serje: 5PJG5LED*

ii. *Dok. MB02 Western Digital MyBook 12TB USB3 External Numru tas-serje 5PJEJOGE*
iii. *Dok. MB03 Western Digital MyBook 8TB USB3 External Numru tas-serie VGH4GRYG*
iv. *Dok. MB04 Western Digital MyBook 8TB USB3 External Numru tas-serie VGH4WERG*
v. *Dok. MB05 Western Digital MyBook 8TB USB3 External Numru tas-serie VDKXXYGH*

Fuq dawn il-hard disk drive hemm forensic clones tas-segwenti esebiti

190115-001	*98GB File Folder*	*12/03/2021*	*13:55*
190115-011	*47.8GB File Folder*	*15/03/2021*	*13:47*
190115-013	*18.6GB File Folder*	*17/03/2021*	*12:46*
190116-014	*122GB File Folder*	*12/03/2021*	*13:15*
190116-024	*393GB File Folder*	*15/03/2021*	*22:22*
190116-025	*3.60TB File Folder*	*23/03/2021*	*10:12*
190116-026	*3.57TB File Folder*	*23/01/2019*	*08:36*
190116-028	*931GB File Folder*	*23/03/2021*	*10:15*
190116-032	*16.4GB File Folder*	*17/03/2021*	*12:46*
190116-034	*1.24TB File Folder*	*16/03/2021*	*01:18*
KLW3[4][5][6][7][8]9[]130219	*29.6GB File Folder*	*23/03/2021*	*10:09*

Disk MB01

190115-007	*398GB File Folder*	*31/03/2021*	*16:54*
190116-025	*3.48TB File Folder*	*08/03/2021*	*15:32*
190116-036	*74.4GB File Folder*	*12/03/2021*	*13:38*
PLTSRV D2D01 Disc 01	*795GB File Folder*	*23/03/2021*	*09:50*
PLTSRV D2D01 Disc 03	*794GB File Folder*	*06/02/2019*	*18:58*
PLTSRV D2D01 Disc 04	*792GB File Folder*	*07/02/2019*	*08:53*
PLTSRV D2D02 Disc 02	*792GB File Folder*	*06/02/2019*	*14:01*

Disk MB02

190116-039	*684GB File Folder*	*29/03/2021*	*14:39*
190122-P05	*894GB File Folder*	*19/03/2021*	*07:17*
190122-P07	*678GB File Folder*	*19/03/2021*	*06:58*
190122-P10	*655GB File Folder*	*19/03/2021*	*07:03*
190122-P16	*394GB File Folder*	*19/03/2021*	*21:11*
190123-P06	*88.7GB File Folder*	*19/03/2021*	*20:41*

KLW1[2]130219			
Part 1	719GB File Folder	31/03/2021	13:57
KLW160219(2)(3)	15.7GB File Folder	19/03/2021	20:55
PLTSRV D2D01 01	762GB File Folder	21/03/2021	02:36
PLTSRV D2D01 02	758GB File Folder	21/03/2021	02:39
PLTSRV D2D01 03	759GB File Folder	20/03/2021	21:34
PLTSRV D2D01 04	759GB File Folder	20/03/2021	21:36

Disk MB03

190116-032	65.1GB File Folder	Tuesday	03:55
190122-P01	3.58TB File Folder	01/04/2021	04:09
190155-13	86.4GB File Folder	Tuesday	03:48
KLW1[2]130219	1.74TB File Folder	31/03/2021	13:57

Disk MB04

190116-035	1.53TB File Folder	Today	13:34
190122-P02	3.65TB File Folder	Saturday	07:34

Diska MB05

Ġew forensically cloned sitta u tletin (36) hard disk drive dettalji ta' liema huma s-segwenti:

DOK ID		Room	Item
MB01	190115-001	2	Dell Optiplex 390
MB01	190115-011	6	Lenovo ThinkPad
MB01	190115-013	7	HP ProBook
MB01	190116-014	8	H ProDesk 490 G1 MT
MB01	190116-024	8	Acer Aspire E1 Series
MB01	190116-025	8	Seagate SKYHAWK
MB01	190116-026	8	Seagate SKYHAWK
MB01	190116-028	8	Toshiba Disk Drive
MB01	190116-032	8	Seagate Thin HDD
MB01	190116-034	8	ASUS
MB01	KLW3130219	4.9.1	Optical Diskette
MB01	KLW360219	4.9.B2	USB Thumbs
MB01	KLW4130219	4.9.1.1	Optical Diskette
MB01	KLW5130219		Media Range USB Thumb
MB01	KLW6130219	8.5.1.3	Media Range USB Thumb
MB01	KLW7130219	8.6.0	Optical Diskette
MB01	KLW8130219	4.9.1.2	Optical Diskette
MB01	KLW9130219	8.6.1.2	Floppy Diskette
MB01	KLW3[4][5][6][7][8][9]130219	-	WD BLUE
MB02	190115-007	5	Hard Drive
MB02	190116-036	9	Dell OptiPlex 390

MB02	PLTSRV D2D01 Disc 01	none	HDD
MB02	PLTSRV D2D01 Disc 02	none	HDD
MB02	PLTSRV D2D01 Disc 03	none	HDD
MB02	PLTSRV D2D01 Disc 04	none	HDD
MB03	190116-039	7	Transcend StoreHet 25H3
MB03	KLW1130219	10	HDD
MB03	KLW2130219	10	HDD
MB03	190122 P07	-	WD MY PASSPORT ULTRA
MB03	190123 P10	-	WD MY PASSPORT ULTRA
MB03	190122 P05	-	WD MY PASSPORT ULTRA
MB03	KLW1[2][3] 60219	-	WD MY PASSPORT
MB03	190124 P06	-	WD MY PASSPORT ULTRA
MB03	PLTSRV D2D01 DIC 03	-	WD BLUE
MB03	PLTSRV D2D01 DIC 01	-	WD BLUE
MB03	PLTSRV D2D01 DIC 02	-	WD BLUE
MB03	PLTSRV D2D01 DIC 04	-	WD BLUE
MB04	190122 P01	-	WD BLUE
MB04	KLW1[2]130219	-	WD BLUE
MB05	190116-035	8	WD HDD
MB05	190122 P02	-	WD BLUE

3.2 Proċess

3.2.1. *Il-proċess użat sabiex saru l-forensic clones kien permezz ta' Forensic Tool Kit [FTK] Imager verżjoni 4.2 u CRU data blockers fejn saru kopji E01 (E01 huwa Encase Image File Format).*

3.2.2. *Il-proċess kollu sar ġewwa l-uffiċċju ta' l-Avukat Ġenerali bejn it-3 ta' Marzu 2021 sas-6 ta' April 2021.*

3.2.3. *Anness ma' dan ir-rapport jinsabu device summaries bid-dettalji ta' kull hard disk drive li ġiet forensically cloned.*

4. Konklużjoni

4.1 Fatti

4.1.1 *Illi, l-esponent ġie notifikat bin-nomina mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D.*

4.1.2. *Illi, bejn it-3 ta' Marzu 2021 u s-6 ta' April 2021 ġewwa l-uffiċċju ta' l-Avukat Ġenerali saru l-forensic clones tad-digitised u digital data tal-Pilatus Bank.*

4.1.3. *Illi, anness ma' dan ir-rapport jinsabu ħames (5) Western Digital External Hard Disk Drive, immarkati minn DOK MB01 sa' DOK MB05, ġewwa evidence bag XL00128965. Dawn il-Hard Disk Drives jikkontjenu l-forensic clones tad-digital data.*

4.1.4. *Illi, anness ma' dan ir-rapport tinsab Verbatim 16GB USB 3.2 Gen 1 Pen Drive, ġewwa evidence bag 02094879. Din il-USB Pen Drive tikkontejni kopja tad-digitised data.*

4.1.5. *Illi, l-esponent jiddikjara li skond is-sengħa u l-arti saret il-kopja tad-digitised data u l-forensic clones tad-digital data u li ittraskriva fis-sewwa, fedelment u bl-aħjar ħila u tagħrif, l-informazzjoni dwar dan il-proċess.*

Fis-**26 ta' April 2021**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "MB3", fejn wara li b'Digriet mogħti mill-Maġistrat Dr. Josette Demicoli datat 12 ta' Marzu 2021, ingħata aċċess għal devices elettroniċi, inklużi mobile phones, laptops u/jew tablets, sekwestrati mill-pussess ta' Brian Tonna, detentur tal-Karta ta' l-Identità bin-Numru 316764(M), Emanuel Castagna, detentur tal-Karta ta' l-Identità bin-Numru 282073(M) u Karl Cini, detentur tal-Karta ta' l-Identità bin-Numru 136975(M), fir-rigward ta' liema sar *repert* ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta, quddiem l-imsemmija Maġistrat Dr. Josette Demicoli, ikkonstata u kkonkluda s-segwenti:

2. Provi

2.1 Aċċessi

2.1.1. L-esponent ġie notifikat tramite digriet datat 12 ta' Marzu 2021.

2.1.2. It-talbiet li saru mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D., ġew akkordati mill-Maġistrat Dr. Josette Demicoli LL.D., ara kopji annessi.

3. Inventarju

3.1. Oġġetti

3.1.1. Is-segwenti huma dokumenti elevati mingħand Brian Tonna, Karl Cini u Manuel Castagna ta' liema saru forensic clones.

3.1.2. Brian Tonna

DOK BT1 – iPhone

DOK BT2 – iPad
DOK BT3 – USB Pen Drive
DOK BT4 – Hard Disk Drive [Vostro Laptop]
DOK BT5 – iPhone
DOK BT6 – Hard Disk Drive [Dell Laptop]

3.1.3. Karl Cini

DOK KC1 – iPhone
DOK KC2 – USB Pen Drive
DOK KC3 – External Hard Disk Drive
DOK KC4 – Solid State Drive [HP Laptop]
DOK KC5 – iPad
DOK KC8 – USB Pen Drives
DOK KC10 – Microsoft Surface
DOK KC11 – Samsung S8+
DOK KC13 – External Hard Disk Drive
DOK KC15 – USB Pen Drives
DOK KC19 – USB Pen Drive

3.1.4. Manuel Castagna

DOK MC3 – iPhone
DOK MC11 – Hard Disk Drive [Dell Laptop]
DOK MC12 – USB Pen Drive

4. Forensic Clones

4.1. Metodu

4.1.1. Tramite apparat elettroniku konsistenti minn data blockers u s-software forensiku AccessData Forensic Tool Kit (FTK) Imager u Cellebrite UFED 4PC saru l-forensic clones ta' ħames (5) ċellulari, żewġ (2) iPads, għaxar (10) USB pen drives u tmien (8) Hard Disk Drives.

4.1.2. Kopji tal-forensic clones jinsabu fuq l-external hard disk drive INTENSO 4TB issiġillata ġewwa evidence bag bin-numru M01394813 u annessa ma' dan ir-rapport.

5. Konklużjoni

5.1. Fatti

5.1.1. Illi l-esponent ġie notifikat bin-nomina mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D.

5.1.2. Illi, kif ordnat mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D. u kkonfermat mill-Maġistrat Dr. Josette Demicoli LL.D., l-esponent ħejja forensic

clones ta' ħames (5) ċellulari, żewġ (2) iPads, għaxar (10) USB pen drives u tmien (8) Hard Disk Drives.

5.1.3. Illi, il-forensic clones jinsabu fuq l-external hard disk drive INTENSO 4TB issiġillata ġewwa evidence bag bin-numru M01394813 u annessa ma' dan ir-rapport.

5.1.4. Illi l-esponent jiddikjara li skond is-sengħa u l-arti saru l-forensic clones u li ttraskriva fis-sewwa, fedelment u bl-aħjar ħila u tagħrif, l-informazzjoni dwar l-estrazzjoni u l-proċess.

Fl-**4 ta' Ottubru 2021**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "MB4" fejn ikkonstata u kkonkluda s-segwenti:

1. Preliminari

1.1. Nomina

1.1.1. Sabiex tinġabar informazzjoni mingħand il-Malta Information Technology Agency (MITA), il-Malta Gaming Authority (MGA) u l-Malta Financial Services Authority (MFSA).

1.1.2. Relazzjoni ta' l-Espert Tekniku Dr. Martin Bajada FIAP., LL.B., LL.D. li jesponi bir-rispett u bil-ġuramentjikkonferma.

1.1.3. Illi b'varji digrieti maħruġa mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D., kopji annessi ma' dan ir-rapport, l-esponent ġie ordnat jiġbor informazzjoni, konsistenti minn email boxes mingħand il-MITA, l-MGA u l-MFSA.

1.1.4. Illi filwaqt li dan l-inkarigu issa ġie eżawrit l-esponent ħejja dan ir-rapport.

2. Provi

2.1. Aċċessi

2.1.1. L-esponent ikkomunika d-digrieti lill-persuni responsabbli fil-MITA, MGA u MFSA.

2.1.2. L-esponent ġabar ir-risposti mingħand il-MITA u l-MGA, waqt li ġie infurmat mill-MFSA li dawn kienu sejrin jippreżentaw rikors dwar id-digriet datat 3 ta' Marzu 2021.

3. Inventarju

3.1. Oġġetti

3.1.1. Anness ma' dan ir-rapport jinsabu s-segwenti dokumenti.

3.1.2. MITA

Evidence bag bin-Numru A43064892 dwar informazzjoni mitluba bid-digriet datat 14 ta' Settembru 2020.

Evidence bag bin-Numru A43064919 dwar informazzjoni mitluba bid-digriet datat 5 ta' Novembru 2020.

3.1.3. MGA

Envelope kontenenti USB Pen Drive dwar informazzjoni mitluba bid-digriet datat 3 ta' Marzu 2021.

4. Forensic Copies

4.1. Metodu

4.1.1. Tramite apparat elettroniku saru kopji tal-informazzjoni ppreżentata minn MITA.

4.1.2. Kopji ġew mgħoddija lil Dr. Sam Sittlington nhar l-10 ta' Novembru 2020 u nhar it-12 ta' Novembru 2020 – ara r-riċevuti ta' l-evidence bags bin-numri 02094888 u 02094889, kopji annessi.

5. Konklużjoni

5.1. Fatti

5.1.1. Illi l-esponent ġie notifikat bin-nomina mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D.

5.1.2. Illi kif ordnat mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D. inġabret informazzjoni dwar email boxes fuq diversi persuni mingħand il-MITA u l-MGA.

5.1.3. Illi dwar id-digriet lill-MFSA dawn infurmaw lill-esponent li kienu sejrin jippreżentaw rikors dwar id-digriet datat 3 ta' Marzu 2021.

5.1.4. Illi saru forensic clones ta' l-informazzjoni miġbura mingħand il-MITA u kopji ġew mgħoddija lil Dr. Sam Sittlington nhar l-10 ta' Novembru 2020 u nhar it-12 ta' Novembru 2020 – ara r-riċevuti ta' l-evidence bags bin-numri 02094888 u 02094889, kopji annessi.

5.1.5. Illi l-esponent jiddikjara li skond is-sengħa u l-arti saru l-forensic clones u li ttraskriva fis-sewwa, fedelment u fl-aħjar ħila u tagħrif, l-informazzjoni dwar l-estrazzjoni u l-proċess.

Fl-**1 ta' Ġunju 2022** ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "MB5", fejn ikkonstata u kkonkluda s-segwenti:

1. Preliminari

1.1. Nomina

1.1.1. Kopji tal-Forensic Clones DOK MC3, MC11 u MC12.

1.1.2. Relazzjoni tal-Espert Tekniku Dr. Martin Bajada FIAP, LL.B., LL.D. li jesponi bir-rispett u bil-ġurament jikkonferma.

1.1.3. Illi b'digriet tal-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D. mogħti fit-12 ta' Marzu 2021, u akkordat mill-Maġistrat Inkwirenti Dr. Josette Demicoli LL.D., l-esponent ġie nominat sabiex jagħmel forensic clones ta' diversi oġġetti esebiti fir-repert ai termini ta' l-Artikolu 558 tal-Kap.9 tal-Liġijiet ta' Malta quddiem il-Maġistrat Dr. Josette Demicoli LL.D. Il-Maġistrat Gabriella Vella LL.D. talbet kopji mill-ġdid ta' DOK MC3, DOK MC11 u DOK MC12.

1.1.4. Illi filwaqt li dan l-inkarigu issa ġie eżawrit l-esponent ħejja dan ir-rapport.

2. Provi

2.1. Aċċessi

2.1.1. L-esponent ġie notifikat bit-talba nhar is-17 ta' Mejju 2022.

2.1.2. It-talbiet li saru mill-Maġistrat Inkwirenti Dr. Gabriella Vella LL.D., ġew akkordati mill-Maġistrat Dr. Josette Demicoli LL.D.

3. Inventarju

3.1. Oġġetti

3.1.1. Is-segwenti huma l-kopji tad-dokumenti mitluba.
3.1.2. Manuel Castagna

DOK MC3 – iPhone
DOK MC11 – Hard Disk Drive [Dell Laptop]
DOK MC12 – USB Pen Drive

4. Forensic Clones

4.1. Metodu

4.1.1. Tramite apparat elettroniku saru kopji mill-ġdid ta' DOK MC3, DOK MC11 u DOK MC12.

4.1.2. Kopji tal-forensic clones jinsabu fuq l-external hard disk drive INTENSO 1TB issiġillata ġewwa evidence bag bin-numru M02094855 u annessa ma' dan ir-rapport.

5. Konklużjoni

5.1. Fatti

5.1.1. Illi l-esponent ġie notifikat bit-talba għal kopji mill-ġdid mill-Maġistrat Inkwirenti Dr. Gabriella Vella nhar is-17 ta' Mejju 2022.

5.1.2. Illi kopji ta' DOK MC3, MC 11 u MC12 jinsabu fuq l-external hard disk drive INTENSO 1TB issiġillata ġewwa evidence bag bin-numru M02094855 annessa ma' dan ir-rapport.

5.1.3. Illi l-esponent jiddikjara li skond is-sengħatu l-arti saru kopji u li ttraskriva fis-sewwa fedelment u bl-aħjar ħila u tagħrif, l-informazzjoni dwar l-estrazzjoni u l-proċess.

Is-**Scene of Crime Officer PS1111 Braden Borg** ippreżenta s-segwenti Relazzjonijiet:

Fis-**6 ta' Settembru 2021**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "BB1", fejn ikkonstata s-segwenti:

Illi nhar il-11 ta' Lulju 2021, l-esponent ġie nfurmat mill-Ispettur A. Scerri sabiex jaċċessa ġewwa l-uffiċju tiegħu fid-Dipartiment ta' l-Investigazzjonijiet Finanzjarji f'Santa Venera. Għaldaqstant sabiex jaqdi l-inkarigu lilu mogħti, l-esponent aċċeda fuq il-post imsemmi nhar it-12 ta' Lulju 2021 għall-ħabta tal-6:00hrs. L-esponent ġie infurmat li kien se jaċċedi flimkien ma' l-Ispettur A. Scerri u s-Surġent bin-numru 2102 D. Bonello f'residenza u f'uffiċju.

Illi nhar it-12 ta' Lulju 2021 għall-ħabta tas-7:30hrs, l-esponent flimkien ma' l-Ispettur A. Scerri u s-Surġent bin-numru 2102 D. Bonello aċċedew fil-fond bin-numru 120 "Espoir" fi Triq il-Wied, il-Mosta, fejn preżenti fuq il-post kien hemm l-esperti maħtura mill-Qorti S. Sittlington, T. Patterson, A. Heath u C. Coulter, kif ukoll Christopher Spiteri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 0201373(M).

Illi l-esponent iffotografa l-fond kollu fejn sussegwentement saret tfittxija mill-esperti tal-Qorti. Fuq indikazzjonijiet ta' l-Ispettur A. Scerri ttieħdu ritratti ta' l-oġġetti kollha li ġew elevati mir-residenza ta' Christopher Spiteri qabel u wara li ġew issiġillati.

Illi l-esponent ġibed total ta' tmienja u sittin (68) ritratt li ġew individwalment iddokumentati skond il-Kodiċi tal-Laboratorju Forensiku minn DOK 21BGL 101 SA' DOK 21 BGL 168.

Illi nhar it-12 ta' Lulju 2021 għall-ħabta tal-11:30hrs, l-esponent flimkien ma' l-Ispettur A. Scerri, is-Surġent bin-numru 2102 D. Bonello, l-esperti maħtura mill-Qorti S. Sittlington, T. Patterson, A. Heath u C. Coulter, kif ukoll Christopher Spiteri aċċedew f'uffiċju bin-numru 78, Crossbow House, fi Triq Cospicua, Raħal Ġdid.

Illi l-esponent iffotografa l-uffiċju kollu fejn sussegwentement saret tfittxija mill-esperti tal-Qorti. Fuq indikazzjonijiet ta' l-Ispettur A. Scerri ttieħdu ritratti ta' l-oġġetti kollha li ġew elevati mill-uffiċju qabel u wara li ġew issiġillati.

Illi l-esponent ġibed total ta' mija u żewġ (102) ritratti li ġew individwalment iddokumentati skond il-Kodiċi tal-Laboratorju Forensiku minn DOK. 21BGL 169 sa' DOK 21BGL 270.

Illi r-ritratti kollha flimkien mad-deskrizzjoni tagħhom jinsabu ġewwa faxxikolu fotografiku li qed jiġi anness ma' din ir-relazzjoni bħala dokument DOK 21BGL PH01 lil din l-Onorabbli Qorti.

Fis-**17 ta' Frar 2022**, ippreżenta Relazzjoni li qed tiġi mmarkata bħala Dok. "BB2", fejn wara li fid-19 ta' Jannar 2022 aċċeda fil-fond Nru.20, Triq San Pawl Milqi, San Pawl il-Baħar, ikkonstata s-segwenti:

Illi bl-inkarigu tal-Maġistrat inkwirenti, l-esponent ġie nominat bħala espert tax-xena tar-reat nhar id-19 ta' Jannar 2022, sabiex jagħmel dak ix-xogħol kollu neċessarju fil-każ hawn fuq imsemmi, liema xogħol jinkludi t-teħid ta' ritratti, tfittix għal xi evidenza forensika li jista' jkun hemm f'dan il-każ, elevar ta' oġġetti u kampjuni neċessarji filwaqt li jippreserva u jissiġilla dak kollu elevat u jirrelata lura bil-miktub lil din l-Onorabbli Qorti dwar dak kollu li jkun sab u kkonstata.

Illi nhar id-19 ta' Jannar 2022 għall-ħabta tas-6:00hrs, l-esponent ġie infurmat bin-nomina hawn fuq imsemmija mill-Ispettur tal-Pulizija Anthony Scerri. Għaldaqstant sabiex jaqdi l-inkarigu lilu mogħti, l-esponent aċċeda fuq il-post imsemmi dakinhar stess għall-ħabta tas-7:00hrs flimkien mal-Kuntistabbli tal-Pulizija bin-numru 2424 Abigail Grech.

Illi preżenti fuq il-post kien hemm l-Ispettur tal-Pulizija Anthony Scerri, is-Surġent tal-Pulizija bin-numru 2102 Diane Bonello, il-Kuntistabbli tal-Pulizija bin-numru 1292 Aaron Abela, Joseph Muscat, detentur tal-Karta ta' l-Identità Maltija bin-Numru 110274(M), Michelle Muscat, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 0260174(M), u l-esperti maħtura mill-Qorti Keith Cutajar, David Wright, Samuel Sittlington u Callum Coulter.

Illi l-esponent ħa ħsieb il-filmati matul l-operazzjoni ta' tfittxija fir-residenza imsemmija f'dan ir-rapport.

Illi l-esponent ipproċessa total ta' ħames (5) DVDs li ġew individwalment iddokumentati skond il-Kodiċi tal-Laboratorju Forensiku DOK BB22ACM

DVD01, BB22ACM DVD02, BB22ACM DVD03, BB22ACM DVD04 u BB22ACM DVD05. Dawn id-DVDs jinsabu annessi ma' dan ir-rapport.

L-**Espert tal-Kalligrafija Joseph Mallia** ppreżenta r-Relazzjoni tiegħu fil-**11 ta' Novembru 2021** u tinsab immarkata bħala Dok. "JM". Wara li analizza l-firma u l-inizjali tal-Professur Charles Grixti, illum mejjet, detentur tal-Karta ta' l-Identità bin-Numru 91248(M), kif jidhru fuq id-dokument intitolat Procurement Evaluation Report datat 19 ta' Ġunju 2015, esebit fl-atti ta' din l-Inkjesta bħala Dok. "DMX", għamel l-eżamijiet kalligrafiċi komparattivi mal-firma u inizjali ta' l-istess Professur Charles Grixti kif jidhru miktubin fuq is-segwenti kuntratti: Kuntratt fl-atti tan-Nutar George Bonello DuPuis datat 23 ta' Mejju 1975 bejn John Sciberras (sellef flus), Paul Baldacchino (issellef flus u kompratur) u Dr. Charles Grixti bħala venditur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG1"; Kuntratt fl-atti tan-Nutar George Cassar datat 3 ta' Novembru 1977 bejn Dr. Gino Camilleri għan-nom ta' Dr. Charles Grixti et bħala venditur u Joseph Attard bħala kompratur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG2"; Kuntratt fl-atti tan-Nutar JR Darmanin datat 29 ta' Marzu 1984 bejn Vincent Bonnet et bħala vendituri u Dr. Charles Grixti et bħala kompraturi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG3"; Kuntratt fl-atti tan-Nutar JR Darmanin datat 28 ta' Awwissu 1997 bejn Dr. Alan Zammit bħala kompratur u Dr. Charles Grixti et bħala kompraturi - Esebit fl-atti ta' l-Inkjesta bħala Dok. "KG4"; Kuntratt fl-atti tan-Nutar JR Darmanin datat 30 ta' Awwissu 2000 bejn Salvatore Schembri noe bħala kompratur u Mr. Charles Grixti et bħala kompraturi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG5"; Kuntratt fl-atti tan-Nutar Pierre Falzon datat 17 ta' April 2003 Vincent Galea et bħala venditur u il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala kompraturi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG6"; Kuntratt fl-atti tan-Nutar Mario Rosario Bonello datat 15 ta' Lulju 2008 bejn il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala vendituri u Timothy sive Tim Mucklow bħala kompratur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG7"; Kuntratt fl-atti tan-Nutar Anne Marie Tonna datat 15 ta' Marzu 2010 bejn Il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala vendituri u Sarah Buttigieg bħala kompratriċi - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG8"; Kuntratt fl-atti tan-Nutar Vanessa Pool datat 29 ta' Ottubru 2013 bejn Il-Perit Joseph Bondin pro et noe u l-Professur Charles Grixti pro et noe bħala vendituri u Tarcisio Fenech bħala kompratur - esebit fl-atti ta' l-Inkjesta bħala Dok. "KG9", u għamel konfront bejn l-imsemmija firem u inizjali, l-Espert tal-Kalligrafija Joseph Mallia kkonkluda s-segwenti:

Illi wara li ġew analizzati l-firma u l-inizjali tal-Professur Charles Grixti, illum mejjet, (ID Numru 91248M), jidhru fuq id-dokument intitolat Procurement Evaluation Report datat 19 ta' Ġunju 2015 (esebit fl-atti ta' l-Inkjesta bħala Dok. "DMX") u saru l-eżamijiet kaligrafiċi komparattivi mal-firma u l-inizjali ta' l-istess Professur Charles Grixti kif jidhru fuq il-kuntratti dokumenti minn KG1 sa' KG9, l-esponent jikkonkludi kif ġej:

1. *Tirriżulta kompatibilita pożittiva bejn il-punti karatteristiċi li ġew identifikati fil-kors tal-kitba tal-firma allegatament tal-Professur Charles Grixti, (ID Numru 91248M), kif tidher fuq id-dokument intitolat Procurement Evaluation Report datat 19 ta' Ġunju 2015 f'paġna sbatax (17), esebit fl-atti ta' l-Inkjesta bħala dokument "DMX", hekk kif l-istess punti karatteristiċi ġew pożittivament ikkomparati mal-punti karatteristiċi li ġew identifikati fil-kors tal-kitba tal-firem tal-Professur Charles Grixti li jinsabu miktubin fuq l-atti Notarili dokumenti minn KG1 sa' KG9.*

2. *Tirriżulta kompatibilita pożittiva bejn il-punti karatteristiċi li ġew identifikati fil-kors tal-kitba ta' l-inizjali allegatament tal-Professur Charles Grixti, (ID Numru 91248M), kif jidhru miktubin fuq id-dokument intitolat Procurement Evaluation Report datat 19 ta' Ġunju 2015 f'paġna wieħed (1) sa' paġna sittax (16), esebit fl-atti ta' l-Inkjesta bħala dokument "DMX", hekk kif l-istess punti karatteristiċi ġew pożittivament ikkomparati mal-punti karatteristiċi li ġew identifikati fil-kors tal-kitba ta' l-inizjali tal-Professur Charles Grixti li jinsabu miktubin fuq l-atti Notarili dokumentati minn KG1 sa' KG9.*

Illi l-esponent qiegħed jirritorna d-dokumenti kollha li kien ġie awtorizzat jirtira mill-proċess sabiex jeta' jaqdi l-inkarigu mogħti, u qiegħed jippreżenta faxxikolu fotografiku flimkien ma' rapport tekniku ta' kif wasal għall-konklużjonijiet tiegħu, lil din l-Onorabbli Qorti.

Illi qiegħda tiġi annessa kopja diġitali tal-faxxikolu fotografiku u kopja ta' dan l-istess rapport.

Is-**Scene of Crime Officer PC2424 Abigail Grech** ippreżentat ir-Relazzjoni tagħha fil-**11 ta' April 2022** u qed tiġi mmarkata bħala Dok. "AG". Fl-imsemmija Relazzjoni s-Scene of Crime Officer PC2424 Abigail Grech ikkonstatat is-segwenti:

Illi bl-inkarigu tal-Maġistrat Inkwirenti l-esponent ġiet nominata bħala Scene of Crime Officer nhar it-18 u d-19 ta' Jannar 2022, sabiex tagħmel dak ix-xogħol kollu neċessarju fil-każ imsemmi, liema xogħol jinkludi teħid ta' ritratti u tirrelata lura bil-miktub lil din l-Onorabbli Qorti dwar dak kollu li tkun sabet u ikkonstatat.

Illi nhar is-17 ta' Jannar 2022, l-esponent ġiet infurmata mill-Ispettur C. Casha sabiex nhar it-18 ta' Jannar 2022, fil-05:00hrs, taċċedi ġewwa l-binja tal-Pulizija ta' kontra r-Reati Ekonomiċi, Triq Farsons, il-Ħamrun. Għalhekk nhar it-18 ta' Janar 2022, l-esponent kienet preżenti fuq il-post indikat lilha.

Illi nhar it-18 ta' Jannar 2022, fil-05:00hrs l-esponent ġiet mitkellma mill-Ispettur A. Scerri fejn infurma lilha illi kienu ser isiru tfittxijiet ġewwa diversi residenzi u uffiċini. Flimkien ma' l-Ispettur kien hemm preżenti PS2102 D. Bonello, PC1292 A. Abela, u l-esperti David Wright, Callum Coulter u Samuel Sittlington.

Illi għall-ħabta tas-06:30hrs, l-esponent flimkien mal-persuni imsemmija hawn fuq, aċċedew ġewwa l-fond numru 33, Flat 5, Triq Abate Rigord, Msida. Ġewwa l-fond kien hemm preżenti Sayad Farmen Ali Shah bil-permess ta' residenza MT3596606.

Illi l-esponent ħadet ħsieb ix-xogħol kollu ta' fotografija fejn ġibdet dehra ġenerali tal-fond, kif ukoll ritratti ta' numru ta' oġġetti illi ġew elevati mill-Ispettur A. Scerri. L-esponent ġibdet total ta' tmienja u disgħin (98) illi ġew dokumentati bħala 22ACM 4001 sa' 22ACM 4098.

Illi għall-ħabta tal-11:00hrs, hekk kif tlesta x-xogħol ġewwa r-residenza ġewwa Triq Abate Rigord, l-esponent flimkien ma' l-Uffiċjali msemmija hawn fuq, aċċedew ġewwa l-uffiċini ta' Identity Malta. Hemm ġew mitkellma minn ċerta Kimberly Cortis, detentriċi tal-Karta ta' l-Identità 591492(M), kif ukoll ċertu Thomas Borg, 345691(M). L-esponent ħadet ħsieb ix-xogħol kollu relatat ma' fotografija. Hi ffotografat l-uffiċju minn fejn saret it-tfittxija għall-files, kif ukoll il-file elevat mill-Ispettur A. Scerri. Illi r-ritratti meħuda ġew dokumentati bħala 22ACM 4099 sa' 22ACM 4114 kfi ukoll minn 22ACM 4118 sa' 4120.

Illi għax ma ġewx misjuba xi file l-esponent flimkien ma' PC1292 A. Abela, l-espert Callum Coulter u Thomas Borg, detentur tal-Karta ta' l-Identità 345691(M), aċċedew ġewwa stores ta' Identity Malta, Triq il-Palma, Paola, għall-ħabta tal-13:00hrs. Hemmhekk l-esponent ħadet ħsieb illi jiġi fotografat l-istore. PC1291 A. Abela, Callum Coulter kif ukoll Thomas Borg, detentur tal-Karta ta' l-Identità bin-Numru 345691(M), għamlu tfittxija għall-files, iżda din it-tfittxija riżultat fin-negattiv. Ġewwa l-istores imsemmija, illi r-ritratti meħuda ġew dokumentati bħala 22ACM 4115 sa' 22ACM 4117.

Illi l-esponent flimkien ma' l-Uffiċjali msemmija hawn fuq, irritornaw ġewwa l-binja tal-Pulizija ġewwa Triq Farsons. Hemmhekk l-esponent ġiet infurmata illi l-għada, ġjieri nhar id-19 ta' Jannar 2022, hi kellha taċċedi ġewwa l-istess binja ġewwa Triq Farsons għall-ħabta tal-06:00hrs.

Illi l-esponent aċċediet ġewwa l-binja tal-Pulizija nhar id-19 ta' Jannar 2022 hekk kif indikat lilha mill-Ispettur A. Scerri. Preżenti kien hemm PS2102 D. Bonello, PC1292 A. Abela u l-esperti David Wright, Callum Coulter u Samuel Sittlington kif ukoll PS1111 B. Borg.

Illi għall-ħabta tas-07:00hrs, l-esponent flimkien ma' l-Uffiċjali imsemmija aċċedew ġewwa l-fond bin-numru 20, Triq San Pawl Milqi, San Pawl il-Baħar. Preżenti ġewwa l-fond kien is-Sinjur Dr. Joseph Muscat, detentur tal-Karta ta' l-Identità 0110274(M) kif ukoll is-sinjura Michelle Muscat, detentriċi tal-Karta ta' l-Identità 0260174(M).

Illi l-esponent ħadet ħsieb ix-xogħol kollu ta' fotografija fejn ġibdet dehra ġenerali tal-fond, kif ukoll ritratti ta' numru ta' oġġetti illi ġew elevati mill-Ispettur A. Scerri. Illi r-ritratti meħuda ġew dokumentati bħala 22ACM 4121 sa' 22ACM 4317.

Illi fuq digriet tal-Maġistrat Inkwirenti Dr. G. Vella LL.D., l-esponent għaddiet kopja tar-ritratti kollha relevanti mal-każ permezz ta' DVD nhar il-21 ta' Jannar 2022. Dan id-DVD ġie dokumentat bil-Kodiċi 22ACM DVD01. Irċivuta ta' din is-sottomissjoni qeda tiġi annessa ma' din ir-relazzjoni bħala dokument bil-Kodiċi 22ACM SS01.

Illi l-esponent ġibdet total ta' tliet mija u sbatax-il (317) ritratt illi ġew iddokumentati minn 22ACM 4001 sa' 22ACM 4317. Illi dawn ir-ritratti flimkien mad-deskrizzjoni tagħhom, qegħdin jiġu annessi ma' din ir-Relazzjoni.

Fit-**8 ta' Jannar 2024** l-**Avukat Dr. Martha Travers Tauss** ippreżentat ir-Relazzjoni tagħha li qed tiġi markata Dok. "MTT". Fl-imsemmija Relazzjoni l-Avukat Dr. Martha Travers Tauss ikkonstatat is-segwenti:

Illi b'digriet ta' din l-Onorabbli Qorti ta' l-10 ta' Settembru 2020, l-esponenti ġiet nominate sabiex tittraduċi mill-Malti għall-Ingliż dawk it-traskrizzjonijiet ta' xhieda mogħtija fl-inkjesta ċitata u li jiġu ndikati lill-esponenti mill-Maġistrat Inkwirenti.

Illi in adempjenza ta' l-inkarigu mogħti lilha, l-esponenti kienet ittraduċiet id-diversi traskrizzjonijiet ta' xhieda u espletat l-inkarigu mogħti lilha qabel Ġunju 2023, liema traduzzjonijiet qegħdin jiġu esebiti u annessi kontestwalment ma' dan ir-rapport u li qegħdin jiġu mmarkati bħala Dok. MTT1 sa' Dok. MTT34.

Elenku tad-dokumenti annessi:

Dok. MTT1:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Claudette Fenech: Seduta tas-16 t'Ottubru 2019;

Dok. MTT2:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Tim Diacono: Seduta tas-16 t'Ottubru 2019;

Dok. MTT3:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Caroline Muscat: Seduta tal-21 ta' Ottubru 2019;

Dok. MTT4:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Emanuel Sciriha: Seduta tal-5 ta' Novembru 2019;

Dok. MTT5:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Norman Sciberras: Seduta tal-5 ta' Novembru 2019;

Dok. MTT6:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' David Galea: Seduta tal-21 ta' Novembru 2019;

Dok. MTT7:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Joanna Bartolo: Seduta tal-21 ta' Novembru 2019;

Dok. MTT8:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Marvic Vella: Seduta tal-21 ta' Novembru 2019;

Dok. MTT9:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Norman Sciberras: Seduta tal-21 ta' Novembru 2019;

Dok. MTT10:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Joseph Rapa: Seduta tal-21 ta' Novembru 2019;

Dok. MTT11:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Stephen Baldacchino: Seduta tal-21 ta' Novembru 2019;

Dok. MTT12:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Tim Diacono: Seduta tal-21 ta' Novembru 2019;

Dok. MTT13:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Joanna Bartolo: Seduta tat-2 ta' Diċembru 2019;

Dok. MTT14:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Stephen Baldacchino: Seduta tat-2 ta' Diċmebru 2019;

Dok. MTT15:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Mariella Stivala: Seduta ta' l-10 ta' Diċembru 2019;

Dok. MTT16:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Stephen Baldacchino: Seduta ta' l-10 ta' Diċembru 2019;

Dok. MTT17:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Joseph Rapa: Seduta ta' l-20 ta' Frar 2020;

Dok. MTT18:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Chris Fearne: Seduta ta' l-20 ta' Frar 2020;
Dok. MTT19:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' David Spiteri: Seduta tas-6 ta' Lulju 2020;

Dok. MTT20:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Avalone Abela: Seduta tat-23 ta' Lulju 2020;

Dok. MTT21:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Bernice Micallef: Seduta tat-23 ta' Lulju 2020;

Dok. MTT22:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Charles Deguara: Seduta tat-23 ta' Lulju 2020;

Dok. MTT23:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Joseph Rapa: Seduta tat-23 ta' Lulju 2020;

Dok. MTT24:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Kurt Farrugia: Seduta tat-23 ta' Lulju 2020;

Dok. MTT25:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Lorraine Attard: Seduta tat-23 ta' Lulju 2020;

Dok. MTT26:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Martin Spiteri: Seduta tat-23 ta' Lulju 2020;

Dok. MTT27:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Silvio Chetcuti: Seduta tat-23 ta' Lulju 2020;

Dok. MTT28:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Stephen Baldacchino: Seduta tat-23 ta' Lulju 2020;

Dok. MTT29:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Charles Deguara: Seduta tat-12 t' Awwissu 2020;

Dok. MTT30:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' David Matrenza: Seduta tat-12 t'Awwissu 2020;

Dok. MTT31:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Dr. Abigail Camilleri: Seduta tat-12 t'Awwissu 2020;

Dok. MTT32:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Dr. Sonio Consiglio: Seduta tat-12 t' Awwissu 2020;

Dok. MTT33:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Joseph Rapa: Seduta tat-12 t'Awwissu 2020;

Dok. MTT34:- Traduzzjoni tat-traskrizzjoni tax-xhieda ta' Silvio Chetcuti. Seduta tat-12 t'Awwissu 2020.

Fit-**22 ta' April 2024** il-Forensic Analysts Jeremy Harbinson, Vincent Bradley, Joan Rice, Dr. Samuel Sittlington, Callum Coulter, David Wright, Andrew Robert Coles, Ciaran Neeson u Jill Kennedy ippreżentaw ir-Relazzjoni tagħhom, li qed tiġi mmarkata bħala "Dok. HF", flimkien ma' pendrive li ġew tiġi mmarkata Dok. "HFX" u erba' Appendices li qed jiġu mmarkati Dok. "HF1" sa' Dok. "HF4". Wara li kkunsidraw il-provi, dokumentazzjoni, data u data elettronika mismugħa/miġbura/elevati fil-kors ta' din l-Inkjesta, l-imsemmija Forensic Analysts ikkonstataw u kkonkludew is-segwenti fil-Main Report Tagħha - dan il-Main Report għandu jinqara flimkien mad-data u i2Charts li jinsabu fuq il-pendrive markata Dok. "HFX":

SECTION I - BACKGROUND TO THE CONCESSION AND THE CONCESSIONAIRES

1. *This Inquiry is in relation to the public concession for the development, maintenance, management, and operation of three of the public hospitals in Malta ("the Concession"), which are St. Luke's Hospital ("SLH"), Karin Grech Rehabilitation Hospital ("KGRH") and the Gozo General Hospital ("GGH") (together the "Hospital Sites").*

2. *The companies which were awarded the concession in June 2015, following what was understood to be a competitive process, were Vitals Global Healthcare Limited, Vitals Global Healthcare Management Limited, and Vitals Global Healthcare Assets Limited (collectively the VGH group of companies). These were all 100% owned subsidiaries of Bluestone Investments Malta Limited.*

3. *The VGH group of companies was awarded the Service Concession Agreement (SCA) on 30 November 2015, the Health Services Delivery Agreement (HSDA) on 30 November 2015, the Labor Supply Agreement (LSA) on 8 January 2016 and the Emphytheutical Concession (EC) on 22 March 2016. The said contracts are collectively referred to as the "Concession Contracts".*

4. *The July 2020 National Audit Office ("NAO") Report on the hospital concessions stated that the award by Government of Malta (GOM) of the concession to VGH was "fraudulently contrived" (see paragraph 71 of the Addendum) and involved improprieties and collusion between VGH and GOM in relation to the procurement process.*

5. *The NAO also reported that the GOM had entered into a secret Memorandum of Understanding (MOU) with VGH in October 2014,*

before the tendering process had even commenced, broadly reflecting the eventual concession terms, indicating that the tender process was devoid of any meaning. This revelation, coupled with other elements, such as a letter of support from Bank of India predating the tender process RfP that expressly references the Maltese projects, led the NAO to the view that there was collusion between GOM and VGH. They concluded that the structure and order of the procurement was pre-agreed and that the procurement process was undertaken solely intended as a superficial exercise leading to an already determined outcome.

6. *The initial investment by VGH was expected to be around €220M to cover, amongst other things, construction costs at the Hospital Sites. However, by the end of 2017 key contractual terms of the Services Delivery Agreement, such as the construction milestones, had not yet been attained. The second part of the NAO's Report relating to the operation of the concession up to February 2018, published in December 2021, highlighted the deficiencies in the running of the concession when it was under VGH's control. The NAO observed that "none of the major concession milestones were achieved when the concession was under the VGH's control" and went on to highlight that "all subsequent failures registered in this concession by Government [...] The Government's acquiescence to the evident inadequacies of the VGH reflected ineffectiveness, mirroring the VGH's failure to deliver on its commitments".*

7. *On 16 February 2018, after a GOM authorized change in the shareholding of the Concession companies and changes to their names (which took effect on 18 May 2018), the parties to the Concession became Steward Malta Limited, Steward Malta Assets Ltd, and Steward Malta Management Limited. These are all now 100% owned by Steward Health Care International Ltd.*

8. *On 24 February 2023 the First Hall, Civil Court held that the Concession had been fraudulently awarded and rescinded and annulled the Concession Contracts. This was appealed the next month by Steward with details of their reasons provided on their web site.*

9. *According to the records of the Inquiry we were appointed on the 2nd September 2020 by the Inquiring Magistrate Dr Gabriella Vella LLD in relation to the Maltese hospital concession. The Inquiry had opened several months before that date. (Records of the Inquiry 839/19). Subsequently other members of our team were appointed to the inquiry on the 1st August 2021 and 3rd August 2022.*

SECTON II - PRELIMINARY OBSERVATIONS

10. *Before getting into the detail of our work, we wish to make some preliminary observations to give perspective and context to our findings.*

11. *The Inquiry has at its disposal a huge amount of documentation and testimony, probably amounting to more than 90 terabytes of data. However, there are significant sets of data not available to the Inquiry that include: -*

- *records and bank accounts for key entities in the United States, Switzerland, Dubai, Tunisia, and other secrecy jurisdictions.*
- *records and bank accounts for the Steward parent companies (both in the United States and Spain).*

17. *This missing data is significant because we have found that:*

- *significant sums flowed from the Concession to these secrecy jurisdictions, but we cannot see to whom they are then passed on.*
- *significant sums flowed from the Steward parent companies to these secrecy jurisdictions. This begs the question whether Steward funded these payments from its own coffers or from funds withdrawn from the concession. We conclude that they were dealt with by inter-company accounting so were funded by the concession.*

18. *In many other cases of corruption and money laundering, the key players extraction of money is covered only by a superficial one-line invoice for "consultancy". Alternatively, they are simply paid a concealed "backhander" by a supplier in return for a contract.*

19. *The key players in this inquiry are more sophisticated. They employed teams of commercial lawyers to draw up binding contracts for consultancy and success fees. Substantial amounts of concession monies were expended on fees to such professionals (see appendix 3.14). These lawyers also drew up binding contracts whereby suppliers of goods and services to the hospitals agreed to invoice the key players' companies who then invoiced the hospitals having added a percentage "skim". In the alternative, the contracts drawn up entitled the players company to charge the hospitals an ongoing "arrangement" percentage based on the value of the goods or services supplied.*

20. *A narrow examination of the payments from the concession might initially suggest that only limited payments were made under some of these contracts during the VGH era. However, whilst Steward moved to quash many of these arrangements when they took over, they found*

themselves embroiled in lengthy contract disputes and litigations many of which they appear to have lost.

21. *We also found that Steward not only continued some of the suspicious contracts but also implemented sizeable new 'consultancy' contracts with key players. They also paid the resulting fees to the same secrecy jurisdictions and by means which avoided scrutiny.*

22. *This again begs the question whether the resulting multi-million Euro settlements they paid were funded from Steward's own coffers or by monies extracted from the concession. In this connection the additional compensations continually awarded by GOM to Steward bear further scrutiny.*

23. *Some payments out of the concession funds such as the €5 million "success fees" paid to the Ali family's Mount Everest company or the €5 million used to fund the Gateway purchase of Technoline stand out in even a preliminary analysis of the Concession. However, we found a raft of other more subtle "diversions" of concession funds to entities under the control of the key players which appear to run into tens of millions of euros.*

24. *The NAO reports and the recent court ruling rescinding the Concession contract held that the concession tender was nefariously pre-determined, based on the evidence available to them. We found significant additional insights into what transpired but would not disagree with the conclusions the NAO and the court reached.*

25. *Who the key players were that ultimately benefited from all of this is of course a crucial question. Shaukat Ali and his family appear to have been major beneficiaries of the funds diverted from the concession by various means. Millions of euros were also paid to Mark Pawley and Ram Tumuluri although it seems most probable to us that they must have been obligated to pass on a substantial proportion of these sums to others. However, in our opinion, none of this could have been achieved without the connivance of well-placed senior officials, particularly high-ranking ministers and the Office of the Prime Minster.*

26. *In this connection, we found that the close relationship between Keith Schembri (Schembri) and the Shaukat Ali family, was pivotal to the success of the concession movement and that the actions of each party have the hallmarks of corrupt practice and manipulation to achieve it. For example, we found that Shaukat Ali (Shaukat) was actively setting up companies and bank accounts for Schembri and Konrad Mizzi (Mizzi) in an offshore secrecy jurisdiction (Dubai) within days of the Concession being awarded – an award that automatically triggered a*

$5 million success fee to bank accounts in Dubai controlled by Shaukat Ali's family. That award also opened the floodgates to multiple other diversions of concession funds to the Ali family most of which also flowed to secrecy jurisdictions where the ultimate beneficiaries are yet to be uncovered.

27. *The lack of the key data sources noted above inhibits discovery of where and to whom funds were distributed once diverted into the hands of the Ali family, Mark Pawley, Ram Tumuluri, and the Steward parent companies. However, we can see those payments of benefits in kind for Keith Schembri and Konrad Mizzi, and consultancy fees to Joseph Muscat and Konrad Mizzi were directly funded by monies diverted from the concession to agents acting for the Ali family. However, we are of the opinion that this is likely to be just "the tip of the iceberg". See also appendix 5.10 Mark Pawley.*

Funds going to key players.

28. *As a result of the award of the Concession, very substantial monies flowed to certain key players. The precise sums involved, and the extent to which these were nefarious, are debatable but, doing the best we can, broad indicative estimates can be made as follows:-*

Key player and "First Phase Recipient"	***Estimated to have received at least €***
Shaukat Ali & family	*15,000,000*
Ram Tumuluri	*8,000,000*
Mark Pawley	*6,000,000*
Ambrish Gupta	*10,000,000*
Ashok Rattehalli	*1,000,000*
Keith Schembri	*Not applicable*
Konrad Mizzi	*Not applicable*
Joseph Muscat	*Not applicable*
Steward	*20,000,000*

29. *It will be noted that the first five players on this list were all signatories to either the first or second MOU signed in October and November 2014 prior to the concession tender being announced in March 2015.*

30. *Most of the players used multiple companies to receive these monies. For example, in the case of the Ali family, the full picture of the benefit they derived from their involvement with the Concession is only revealed having considered approximately 20 companies plus the bank accounts of their lawyers and other agents.*

31. *Nearly all the key players made use of "front men" and secrecy jurisdictions to obscure the benefits they derived.*

32. *In the case of Tumuluri, Pawley, Gupta and Rattehalli, the very substantial out of court settlements they received from Steward need to be taken into account.*

33. *On the above list we have also used the designation "First Phase Recipient" in relation to these players. This is because we found evidence that these "First Phase Recipients" were on occasions, most certainly passing on significant proportions of the funds they received to others.*

34. *For example, it is clear that Pawley and Tumuluri were under significant pressure from private investors in, and creditors of, the Concession. Indeed, Tumuluri had issued personal guarantees to some of them. Litigation against Steward took place in relation to those claims, but the settlements made no mention of anyone but Pawley and Tumuluri. The settlements were paid to their personal bank accounts but there is evidence of some subsequent onward flow of funds.*

35. *For example, from one payment of €2.5M sent by Steward for Tumuluri to Accutor AG only €1.2M was subsequently paid to Tumuluri, and that only after a delay of five months. Most of the remainder went to the Ali family and entities controlled by them. It therefore seems tolerably clear that Pawley and Tumuluri effectively acted as fronts for others who, for whatever reason, needed to remain in the shadows. Similarly, Swiss agents Accutor, acting for the Ali family and perhaps others, used monies diverted from the Concession to fund payments to, or on behalf of, Keith Schembri, Konrad Mizzi, and Joseph Muscat.*

36. *Steward had control of all Concession money flows from February 2018 and managed to make very large transfers (mainly from their parent company bank accounts) to Ali family companies in secrecy*

jurisdictions. The rationale provided to merit these rewards seems to us to be less convincing than the merits of their close associates in GOM without whom Steward could not have obtained the concession.

37. *It might be thought that some elements of the controversial money flows were funded with money from outside investors rather than GOM. However, we found that whilst some private investors did invest their money, little or none of it actually filtered down to the Concessions operations. Instead, it was largely swallowed up in fees and expenses charged by Pawley and Tumuluri or used to refund earlier investors in a procession we find reminiscent of "teeming and lading" or "Ponzi Scheme" type stings. We also found that the Ali family, Pawley and Tumuluri appear to have used mainly other people's money in relation to the Concession, investing little or none of their own personal funds that we can see.*

38. *The key players on several occasions used Concession funds to either establish or purchase new businesses for themselves. This ranged from providing hundreds of thousands of Euros for the initial share capital and capital expenditure costs for companies in Jersey, Switzerland and Dubai, to funding the purchase of Technoline via Gateway for €5 million and acquiring and developing MTrace (which also appears to have been funded by potential grant fraud) at a cost of circa €2M to GOM.*

39. *We also found evidence that the players were active in multi-million-euro VAT frauds while conducting projects related to the hospitals, for example in relation to Shapoorji Pallonji.*

40. *We also found that the massive diversion of Concession funds was not the work of a handful of key players alone. They were aided and abetted by a large supporting cast of professionals, officers in key management roles in the Concession and its suppliers, and by close associates and business advisers to the team players. We therefore set out examples of this supporting cast in the appendices where their part in what has transpired is detailed.*

The broader context

41. *The Health Concession and related companies did not develop in isolation. Mr Schembri and Mr Tonna, for example, over the previous decade had developed structures, operating practices and networks to facilitate nefarious activities. Their roles in the Health Concession and related entities in our opinion becomes much clearer when at least some of the wider context and background is set out.*

42. *For example, in appendices 10.01 and 10.08 we set out how the partners in Nexia BT fulfilled the FATF definition of Professional Money Launders and how, together with other professionals such as Mossack Fonseca, they fulfilled the FATF definition of a Professional Money Laundering Network. The close involvement of such professionals with the key players and entities subject to this Inquiry and the operating practices we are now reporting is notable. It may well be that Mr Spiteri, Mr Borg and Dr Schneider and some of the lawyers also fulfil these definitions.*

Patterns, recurring themes and cumulative evidence

43. *During our examination of the data, we became aware of a number of patterns and recurring themes. These relate to the individuals, entities and money flows connected to the Hospitals Concession. These are worth bearing in mind as you read the report.*

44. *For example, many of the central players have, over many years, operated multiple offshore companies in secrecy jurisdictions. Many have been prosecuted or implicated in other corruption and money laundering cases. Their relationship to key companies benefiting from the concession is carefully concealed.*

45. *Individuals who are clearly key players at the inception of a project apparently disappear before the project comes to fruition only to receive large confidential financial settlements much later and/or have their friends, relatives or entities linked to them receive monies completely disproportionate to the value of goods or services rendered. The structure and constituents of consortiums / groups of entities suddenly changes, offshore companies are suddenly discontinued, and documents are suddenly generated in the face of due diligence or press coverage. This occurred, for example, in and around February – April 2016 in the run up to and then publication of The Panama Papers.*

46. *As is common in corruption and money laundering cases individual pieces of evidence may be inconclusive but the cumulative weight of multiple pieces of evidence pointing to the same conclusion is persuasive.*

Shaukat's agents

47. *The following individuals (and the entities they controlled) were recipients of significant monies from the Concessionaires but there are also many strong indications detailed throughout our findings that they were front men/ "puppets"/ agents for the Ali family:*

	Appendix
Ram Tumuluri	*1.13*
Mark Pawley	*5.10*
Ivan Vassallo	*1.12*

48. *Vassallo was not only closely tied to the Ali family but also to Schembri and Mizzi.*

49. *This in turn would suggest that Shaukat's close associates thereby may have had effective control of both the international "Investors" group (70%) and the "local partners" group (30%) which we outline below. It is also notable that, while giving the appearance of being investors/ owners, Tumuluri and Pawley as "investors" appear to have invested little or none of their own money in the Concession and in fact Tumuluri received a loan from Shaukat for his required share of the "investors" participating loans. In a similar manner, Vassallo appears to have invested little or none of his own money in acquiring Technoline which was purchased using Concession funds.*

50. *We also note that the following professionals allowed their bank accounts to be used by the Ali family to channel monies from the Concessionaire's: -*

	Appendix
Wasay Bhatti	*1.50*
Kevin Deguara	*10.40*
David Melli	*10.20*
Christopher Spiteri	*10.10*

51. *We also note in Appendix 10.10 that as the Auditor for the Concession, Mr Spiteri set aside his professional ethics when, after accepting the offer of a bonus, he undertook to deliver a clean but ultimately unethical, audit of the VGH group of companies to facilitate the period of transition and smooth handover of the health concession to Steward.*

Fluidity of ownership

52. *We recommend caution when trying to assess the Ultimate Beneficial Ownership of the entities which feature in this Inquiry. Key features we have observed in this regard include:*

- *The use of nominees*
- *The use of connected individuals to front for the real owners*
- *A high degree of fluidity in the supposed ownership of shares*
- *The use of confidential side agreements and share options to enable individuals or their entities to take previously unsuspected ownership of companies*
- *Significant influence / control being exercised by individuals who on paper have no role in the entity*
- *Significant involvement of and reporting to individuals who on paper have no role in the entity*
- *Significant flows of money to individuals who on paper have no role in the entity*

53. *Take for example Ram Tumuluri. By the time the Concession was awarded, he (alongside Mark Pawley) appeared on paper to be the key owner /director of the Structure owning the Concession and there is no doubt he played a significant role. However, the manner of his complete removal for a relatively modest pay off, in our opinion, gives the lie to the idea that he was anything more than a front man for others.*

54. *We also found many instances where, in the early stages of an initiative, he is accompanied by individuals like the Ali family who then mysteriously appear absent as the plans develop and come to fruition. In his testimony, Kamal Sharma, Director of Accutor AG in Switzerland, believed Tumuluri was no more than a "puppet" of Shaukat Ali and this seems borne out by the cumulative evidence we have seen.*

55. *For example, Shaukat, through Pivot Holdings, featured as a probable 30% shareholder in the planned Concession structure before apparently being entirely replaced by Bluestone Special Situation #4 Ltd. However, a year later, when a revised corporate structure was mooted, and Crestbridge in Jersey were appointed, Shaukat was once more alongside Ram Tumuluri in the engagement and was a proposed 50% shareholder in everything before again apparently disappearing once the ownership structure was officially registered.*

56. *This factor makes a mockery of much of the Due Diligence various agencies sought to carry out.*

57. *The data repeatedly shows that if Ram Tumuluri is involved in a project, Shaukat is kept informed of it. And if Shaukat is informed so usually is Schembri. This happens even when Ram seems to be acting on his own behalf or with Mark Pawley. And when Ram is removed from something, Shaukat continues to be involved and informed. It appears that Ram was happy for Shaukat to play the silent partner. Quite simply, we found throughout the data that where you find Ram Tumuluri you find Shaukat Ali. And where you find Shaukat Ali you also find Keith Schembri.*

The Concessions finances and financial model

58. *In appendix 5.130 we have set out our findings on the Concession's finances to give an overview of where the money came from and went to under both VGH and Steward.*

59. *In that appendix we also discuss the business strategy and business model of the players behind the Concession. In January 2017, PwC placed a value on the Concession's holding company Bluestone Investments Malta Ltd (the concession holding company) of €208 million based purely on its potential to make future profits. As their model assumed the shareholders had invested only around €42M their valuation suggested that if the company was sold at that point, each investor would obtain a return of €5 for each €1 invested (€208M/ €42M).*

60. *The business would become sellable as soon as both the shareholders' funds and senior debt finance needed to fund the required development of the hospitals were in place which, in early 2016, was anticipated to be soon. There are many other indications throughout the data that a quick onward sale for a huge capital gain was the strategy being pursued by both VGH and Steward. For example, in Appendix 5.130, we note the early attempts to enter into a global partnership with the Alfanar Group, (a huge middle Eastern conglomerate who are now in partnership with Steward) and PHI (Partners HealthCare International) for very substantial sums of money.*

61. *The valuation is, in our opinion, very significant as it indicates the potential for huge rewards in a short period of time that was inherent in the award of the Concession to the key players promoting it. This may be why VGH paid so little attention to normal proper record keeping and corporate and operational governance and why they seem to have had little care for the impact that their diversion of significant monies from the Concession's operating budget would have in even the relatively short term. It is also probably why Ram Tumuluri was*

content to allow his salary to simply accumulate without being paid from March 2015 to February 2018 (he did not receive payment until court proceedings were taken against Steward by him).

62. *It is notable that the model described by PwC assumed that, of a total revenue of around €6 billion, €2.2 billion was expected to be generated from "Medical Tourism". In simple terms this reveals that the business model being pursued was for the operation of the hospitals without Medical Tourism to roughly break even and for the return to the private sector investors to come entirely from income from the private patients attracted via "Medical Tourism". The actual figures projected were of course speculative but reveal the general commercial rationale attracting the promoters of the venture.*

63. *From our experience of similar business models where there is potential for significant and rapid capital gain, the promoters, advisors and facilitators involved are often given share options in return for reduced or waived fees to reduce pressure on the available cash resources. Such options also have the advantage of anonymity for the holders. We found evidence that many of the key players of interest to this Inquiry held such options and operated in this way. This is detailed in the appendices on each player and is pulled together in appendix 1.01 on Schembri as the cumulative evidence suggests to us that this applied to him and his close GOM colleagues. We discuss this further below.*

64. *The failure of VGH to attract the necessary funding combined with its diversion of funds from and lack of proper governance of the Concession sowed the seeds for the failure of the Concession to meet its objectives. The takeover by Steward was in our opinion also probably motivated with an eye to an onward sale (which we note they have accomplished in other territories) but did not result in the funding necessary to develop the hospitals either.*

65. *Please note that throughout this report and appendices we have denoted the transactions as Euros. The currency being mostly used was Euros but on occasions US Dollars and for most of the period the disparity between Euro and Dollar was not great. Therefore, for ease of presentation and as most figures cannot be stated with precision due to the incomplete nature of the records available, we have combined Euro and US dollar transactions without the refinement of conversion. The significance of the figures given is therefore to broadly indicate the scale of what was going on rather than providing a complete and precise financial analysis, which would anyway not be possible with the incomplete records at our disposal.*

The key players habitual use of share options and concealed ownership arrangements

66. *As detailed in appendix 1.01, we also found considerable evidence that Schembri, in common with the other individuals who then joined and developed the Consortium project and controlled it after the tender was awarded, had a habitual mode of operation. They operated through share option schemes which generally only came to light years later (often as a result of disputes after the takeover by Steward). This made their ownership largely or wholly invisible.*

67. *The data available to the Inquiry does not appear to include any share options held by Schembri, Mizzi, Muscat or the Ali family. However, as set out in appendix 1.04 Shaukat was treated as and referred to by Armin Ernst as "the major shareholder" in VGH and had all the trappings of this. This strongly suggests to us that some share option or similar arrangement was in place as on paper the Ali family held no shares in the concession companies. The presence of such an arrangement would in our opinion be entirely consistent with the normal method of operating habitually employed by this group of investors to conceal their roles from public attention.*

68. *We also found Schembri's professional advisors constructing concealed shareholding schemes for Schembri. In addition to the multiple schemes put in place for him in the period from 2005 onwards mentioned in appendix 1.01 and the BVI and Dubai schemes set up for him and Mizzi outlined in appendix 3.03, Tonna set up a further scheme. That ownership arrangement gave Schembri a concealed 25% shareholding in Innovate Business Consulting Ltd which in turn gave him secret ownership of the newspaper Illum. Schembri and Mizzi's involvement in Gateway also appears to have been concealed by various mechanisms and this is discussed later in this report. This again evidences the habitual mode of operation which we expect will not have been departed from in the key players dealings with the Concession companies.*

69. *From all of this we conclude that, whilst we found no direct documentary evidence in the data available to the Inquiry of such share options or similar concealed shareholding arrangements for the benefit of Schembri, Mizzi, Muscat or the Ali family in relation to the concession companies, they were clearly part and parcel of the way they and the other players habitually operated and in our opinion were probably in existence.*

70. *This seems particularly significant as we have found that Schembri, Mizzi, and probably Muscat were not only central to the whole scheme*

from its inception but that their orchestration and endorsement of it seems to have been essential to getting the PPP off the ground and then awarded to the consortium (including Shaukat) behind VGH. This, together with both Schembri and Shaukat's long track record of sophisticated concealment of nefarious commercial arrangements, strongly suggests to us that their modus operandi would have required the key facilitators to have had a structured share of the spoils. Again, Shaukat's work to form Dubai companies and bank accounts for Schembri and Mizzi is visible evidence to support this.

71. *Kamal Sharma and Tyrone Greenshields gave testimony to the Inquiry in March / April 2022. As set out in appendix 1.55, in our opinion, the close correlation of those parts of their testimony which can be checked against the data now available to the Inquiry gives credence to the rest of their testimony. The figures they suggest were going to key players at first may seem implausibly large. However, when put in perspective to the expected potential onward sale value of the concession companies (see above and appendix 5.130) and the settlement apparently paid by Steward to Tumuluri of circa €15M, the assertions of Sharma and Greenshields increase in plausibility. From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wasay Bhatti they testified that:-*

- *Shaukat was the person in charge, however, in the background often quiet*
- *Ram Tumuluri was clearly a puppet of Shaukat (who rescued him from financial destitution) and other guys. Mark Pawley was a peer level to Ram Tumuluri*
- *Shaukat told Sharma that Steward Healthcare US owns 70% of Steward Healthcare International. Shaukat Ali and his hidden investors/ partners/benefactors own the other 30%.*
- *Shaukat told them that Mizzi, Schembri and Muscat were in the Concession deal with Shaukat with both VGH and Steward and that €18,000,000 a year was going to that group from the concession.*
- *Shaukat told them that from the VGH deal, he was personally making €100,000 a month, his son Asad Ali was making €60,000 a month, and his son Wajid was making €25,000 a month.*
- *Sharma understood that VGH Europe AG belonged to the Ali family*
- *Sharma understood that Spring Healthcare was a partner company of the Alis and Bhatti*
- *The Accutor accounting team told Sharma the payments to Cayman were for Schembri and Mizzi.*
- *Shaukat claimed he was paying Muscat €15,000 per month.*

...

Four time periods

74. *We have set out a timeline of events in appendix 4.81. We also included a timeline of key events in relation to the Concession structure in appendix 4.82. Some of the key dates to bear in mind as you read this report and its appendices are summarized in the table below:*

Date	Event
Apr-14	Mizzi becomes Minister for Energy and Health; GOM Project Team start working on PPP initiatives; Shaukat's input is sought
10-Oct-14	MoU signed with GOM, Rattehalli, Pawley, Walajahi and Shaukat
27-Mar-15	Projects Malta publish RfP for health services concession
19-May-15	Deadline for sealed bids
23-Jun-15	Cabinet meeting approve 'Healthcare Services Concession' award to VGH
15-Feb-16	Daphne Caruana Galizia publishes commentaries on Mizzi, Schembri and offshore shell companies; key players change their plans
01-Apr-16	The Hospitals are transferred to the Concession
01-Jun-16	VGH took over the operating of the Concession Hospitals
31-Aug-17	Armin Ernst resigns from VGH
21-Dec-17	Bluestone Investments Malta Limited agreed the transfer of VGH to Steward
16-Feb-18	Sale of VGH completes
18-May-18	The Concession companies changed their names from Vitals to Steward

75. *From our analysis of the information available we have found it pertinent to consider the Hospitals' PPP in four distinct time periods.*

1. ***The origins and development of the Hospitals PPP*** *– running from 2013 when the concept originated, through its development, the building of the consortium, the signing of the MoU with GOM, the subsequent RfP and the award of the tender to VGH in June 2015. We found that a detailed examination of how the Hospital PPP originated and developed, and the roles played by the various players involved, shed significant light on how the Concession came to be awarded to Bluestone / VGH, who was behind it, and who was controlling it. We have therefore set out our findings on these matters in Appendix 4.80. That appendix cross*

references the many appendices which set out our detailed findings on a complex web comprising many entities and individuals that in our opinion played a role in and nefariously benefited from the eventual awarding of the Concession.

2. ***The year of preparations*** *– Following the award of the Concession to Bluestone / VGH in June 2015 there followed what appears to have been an unexpectedly long hiatus period of around 12 months before the Concessionaires could take authority over the Hospitals and get access to the GOM funds they planned to manipulate. It took time for the various PPP related agreements to be negotiated, various mechanisms and entities were put in place by the parties behind the Concession, and finance raising was attempted prior to VGH taking over the Hospitals in June 2016. We found that this period shed light on the development of some of the mechanisms, structures and entities nefariously employed by key players. It also contributed to the promoters recruiting further hidden private investors who required very high rates of return which in turn eventually required a further diversion of Concession monies to fund these. We have therefore briefly overviewed this period in Appendix 4.90. That appendix then cross references the many appendices which set out our more detailed findings on the relevant individuals, entities and topics involved.*
3. ***The Bluestone / VGH era*** *– from the formal take over in June 2016 the hospitals and the concession funds were under the authority of the original Concessionaires and GOM funds flowed to them from end of September 2016 onwards. Whilst their control came to an end around the end of February 2018 it took several years after that date to determine the extent of the agreements and liabilities created during the VGH era.*
4. ***The Steward era*** *– Steward took over the running of the Concession companies and their bank accounts and agreements (only the names changed) from February 2018. Stewards worked to stop many of the nefarious arrangements created during the VGH era but significant Concession funds were involved in settling the related liabilities. They also instituted other large scale nefarious arrangements which continued the diversion of concession monies to key players. We understand that the Steward era continued until Spring 2023 when the Concession was rescinded by court order and Steward withdrew.*

76. *We found nefarious activities in all four periods. However, the individuals and entities involved often changed, which is why we consider it pertinent to distinguish between the periods, where practical to do so.*

The operation and ownership of the Concession

77. *The Concession was operated by four companies. Each of these changed their names from Vitals / VGH to Steward shortly after the change in their ownership to Steward in February 2018. They were in turn owned by multi-layered parent companies as set out in the table below:-*

Operating companies	***Appendix***
Vitals Global Healthcare Limited / Steward Malta Limited	*4.01*
Vitals Global Healthcare Management Ltd / Steward Malta Management Ltd	*4.10*
Vitals Global Healthcare Assets Ltd / Steward Malta Assets Ltd	*4.20*
VGH Resources Limited / Steward Malta Personnel Ltd	*4.30*

Parent companies – VGH	
Bluestone Investments Malta Limited	*3.10*
Bluestone Special Situations # 4 Limited	*5.30*
Asia Harimau Investments Ltd	*5.31*
VGH Malta Ltd (Jersey)	*6.15*

Parent companies – Steward

Steward Health Care International Limited	*4.40*
Steward Health Care International LLC	*4.50*
Steward Operations Holdings LLC	*4.50*
Steward Health Care Systems LLC	*4.50*

78. *In the VGH era the operating companies were owned by*

- *Bluestone Investments Malta Ltd (BIM), which on paper was owned by*
- *Bluestone Special Situations #4 Ltd (BSS4) which on paper was owned by*
- *Asia Harimau Investments Ltd (AHIL)*
- *which appeared to be owned by Mark Pawley.*

79. *However, in February 2017, AHIL transferred its shares in BSS4 to VGH Malta Ltd (Jersey) which formed part of a newly formed structure of 12 Jersey companies where the on-paper owner was Tumuluri. With this development, all VGH Malta companies were now held within the Jersey company structure. We set out our findings on this in appendix 6.15.*

80. *In February 2018, Steward Health Care International Ltd purchased the shares in VGH from BIM and the four operating companies became part of the Steward group and changed their names. The companies, their bank accounts and their contractual relationships did not change – only their names changed.*

The key players

81. *We found that there were many key players and have devoted an appendix to each which pulls together our main findings on them.*

82. *The Inquiry is interested in the role played by senior GOM officers in the awarding and development of the Concession and in the resultant nefarious diversion of Concession money. Our findings on the principle GOM officials are summarized in the following appendices which also signpost the many other appendices relevant to a detailed assessment of their complicity and likely financial rewards:*

	Appendix
Keith Schembri	1.01
Konrad Mizzi	1.02
Joseph Muscat	1.03

83. *Arguably the other most significant players were:-*

	Appendix
Shaukat Ali Chaudry	1.04
Ivan Vassallo	1.12
Ram Tumuluri	1.13
Mark Pawley	5.10
Armin Ernst	1.20

84. *As noted above, the various members of the Ali family played key roles in matters of concern to this Inquiry. We consider, to all intents and purposes, they acted as a unit. A chart setting out the Ali family tree is set out in appendix 1.250. The head of the family is Shaukat Ali and appendix 1.04 sets out his role and provides a good introduction to the wider Ali family. We found that key roles were played by his wives Aasia Parveen and Fakhra Ali (appendix 1.60 & 1.70), his sons Asad and Wajid Ali (appendices 1.10 and 1,11), and his "honorary daughter" Saba Binte Abbas (appendix 1.21), financial controller of the Concession and other companies.*

85. *In addition to the Concession companies noted above (where there are strong indications that the Ali family had a concealed and possibly majority shareholding) the companies that we found played a key role*

in or were significant recipients of funds diverted from the Concession are as follows:

Company	*Appendix*
Mount Everest FZ LLC	*3.20*
Mount Everest General Trading LLC	*3.30*
Eurasia Ltd	*2.40*
Incorp Sarl	*3.40*
Healthco STE	*3.41*
VGH Europe AG (later renamed Accutor Consulting AG)	*3.62*
VGH Jersey - 12 interlinked companies	*6.15*
Encorp Management Limited	*6.20*
Global Assets Holdings Limited	*6.30*

86. *We found that the key leaders in the operations of the concession (besides the Ali family) during the VGH era were Ram Tumuluri and to a lesser extent Mark Pawley. Armin Ernst was CEO of the Concession until August 2017 at which point, he resigned and led negotiations for the takeover by Steward and became CEO again under their ownership from February 2018.*

The financial aspects of the concession and the diversion of its funds

87. *The financial aspects of the Concession itself are important to understand to appreciate the context in which the key players operated. These are therefore dealt with in the following appendices:*

	Appendix
How the Concession worked and its accounts	*5.130*
The failed attempts to raise Senior Debt Financing	*5.140*
The flow of funds from third-party investors	*5.150*
Summary of the alleged misappropriation of funds	*5.200*

88. *Signposted from these appendices and augmenting them are appendices dealing with the three most significant third-party investors:-*

	Appendix
Ambrish Gupta	*5.01*
Ashok Rattehalli	*5.20*
Sam Luft	*5.50*

89. *Gupta and Rattehalli were also involved in the MOU with GOM of October 2014 and received substantial payoffs (see appendix 4.80).*

Misappropriation of funds

90. *It is not straightforward to calculate the level of misappropriation in relation to many of the seemingly nefarious arrangements made by the Concessionaires. Take for example the case of IT systems provider Ohum Ltd which received over €3M from VGH. It was the opinion of VGH's financial controller, Saba Binte Abbas, that all of this represented a misappropriation of Concession funds by Ram Tumuluri and it is clear that Steward stopped paying them as soon as Tumuluri left and they took over. It is also clear that the payments were originally linked to a possible acquisition of part of Ohum by the Jersey companies set up by Shaukat and Tumuluri and were subsequently covered by a back dated agreement for the provision of IT services and systems. That agreement also set up kickbacks to the Jersey companies. However, we cannot tell what Ohum did with the payments made to them, what systems and services (if any) were provided and whether any such services were in relation to the Maltese hospitals or instead related to VGH's more global aspirations. We also cannot see what payments, if any, actually went from Ohum to entities controlled by Shaukat, Tumuluri or others. So, whilst it is clear that there were plans to misappropriate a significant level of funds and Ms Abbas judged that over €3M was so taken, we are unable to state precisely what amount was misappropriated. Ohum's case is analysed in appendix 2.111 but is replicated with a great many of the Concessions apparent suppliers (see below and appendix 2.200).*

91. *In appendix 5.200 we summarise specific payments which we have identified out of the 3 main bank accounts operated by the concessionaires which, in our opinion, represent potential misappropriation of Concession monies under both VGH and Steward. However, in our opinion, the payments identified do not represent the full extent of the potential misuse of funds by the concessionaires and the challenges inherent in attempting a fuller quantification are explained in that appendix.*

92. *The total payments made from these accounts by both concessionaires identified to date amount to circa €16M. Of this circa €13.6M was in the VGH period and circa €2.1M was in the Steward period.*

93. *The direct bank payments we have identified as potentially misappropriation in the VGH period can broadly be split under 5 headings as follows:*

	Bluestone €	**VGH €**	**Total €**
Mount Everest	5,170,494		5,170,494
Shaukat Ali family & associates	1,315,697	503,950	1,819,647
Investment in Gateway /		5,092,000	5,092,000
Investment in	215,000	974,230	1,189,230
Investment in VGH Europe AG	360,012		360,012
Estimated total in VGH / Bluestone	7,061,203	6,570,180	13,631,383

94. *These figures do not include payments recorded in many of our appendices which look suspicious but where there may be an element of legitimate expense.*

95. *In appendix 1.21 and 1.212 we set out details of a report prepared in November 2017 by Saba Binte Abbas (the financial controller of VGH) into the misappropriation of concession funds by Ram Tumuluri. This shows that she believed the total of the misappropriation of concession*

funds to be at least €26,695,000 in the period to October 2017 (which roughly correlates to the VGH period of control) and does not include the roughly €5M extracted by Mount Everest.

96. *The direct bank payments we have identified as potentially misappropriated in the Steward period can broadly be split under 3 headings as follows:*

Name	***Appendix***	***€***
Shaukat Ali family	*3.01a*	*886,295*
MTrace plc – creditors	*2.80*	*225,251*
Accutor	*3.62*	*1,000,016*
Estimated total in Steward period		***2,111,562***

97. *At first glance there may appear to have been a much larger value of 'questionable' payments under the VGH concession period. However, the figures do not take account of payments made from the bank accounts of the Steward parent companies in USA which include the huge settlements made by Steward to individuals such as Pawley, Tumuluri and Gupta which appear to have been added to the parent company loan account with the Malta concessionaire and therefore will end up as being funded from Concession monies. As at 31 December 2021, circa €20M of the €36M owed to the US parent company had been repaid out of concession funds. The exact extent of the funds extracted by Steward parent company from the Malta concession during the Steward concession period 2018-2023 would require confirmation from the auditor Christopher Spiteri.*

98. *Also, as explained earlier, there were numerous indirect means of extracting concession funds - other than making direct payments out of concession bank accounts – which need to be considered particularly in the evaluation of the Steward period of operating the concession. For example, in our opinion, the instances of 'indirect' misappropriation – such as procurement fraud which we deal with below - substantially increased during the Steward period of operating the concession.*

99. *In appendix 5.200 we also comment on the payments to third party investors and other payments to persons of potential interest to the Inquiry all of which potentially represent further misappropriation of funds.*

Dubious Consultancy fees

100. We found multiple instances of what, in our opinion, are highly dubious consultancy arrangements under which hundreds of thousands and, at times, millions of Euros were extracted from the Concession to the key players or to entities controlled by them. Whilst we deal with such fees below under Procurement Fraud it is important to note that we found that this was the major way in which the Ali family extracted funds and that we cannot trace who were the ultimate recipients after the initial transfers we can see were made. Examples of this include: -

	Received at least	Appendix
Mount Everest FZ	6,200,000	3.20
STE Health Co	1,440,000	3.41
Global Assets Holdings Limited	340,000	6.30
Eurasia Ltd	400,000	2.40

101. As set out in appendices 4.80 and 3.20, by agreement dated 25 February 2015, Bluestone Investments Ltd (the owner of the concession companies) agreed to pay Shaukat / Mount Everest FZ fees totalling €6.2M. This made Shaukat / Mount Everest the single biggest beneficiary from Bluestone over the 3 years that it traded. All of the €6.2M was funded from the Maltese Healthcare Concession in what appears to us to have been a misappropriation of public funds.

102. Also, in late 2017 (just prior to Steward's takeover of VGH in early February 2018) Tunisian company STE Health Co (which appears to be under the control of the Ali family) entered into a consultancy agreement with Steward Health Care International Limited. As detailed in appendix 3.41, Steward undertook to pay STE Health Co for the services of Shaukat Ali and Asad Ali a fee which appears to have been set at €400,000 per month. We identified only two of the monthly payments made by Steward Health Care System LLC (the US parent company) including a first 'advance' payment made to Eurasia Limited in December 2017 and another, possibly the second, to Accutor AG in

February 2018. However, the Ali family received consultancy payments from Steward of at least €800,000 from this arrangement.

103. *As detailed in appendix 3.41, there is also what appears to have been a second consultancy arrangement with SHIL for €80,000 per month where the consultant is not named but which Mr Ernst linked to Asad Ali. We can see what appear to be 13 months of these fees being paid to the Accutor bank accounts and onward transfers to the Ali family and others.*

104. *In addition to being a principal supplier of IT equipment to VGH (see below), the Ali family's company, Eurasia (appendix 2.40), was also used as a vehicle for Asad Ali to charge €400,000 of consultancy fees to the US parent company of the Steward group, Steward Healthcare International LLC. The invoices were for "global healthcare feasibility studies" and Steward's US parent company paid these invoices to Eurasia in early December 2017 just on the cusp of the Stewards group completing the purchase of the hospital concession from VGH. There is no evidence that Eurasia, or Asad Ali, ever carried out any such work.*

105. *As also noted below, various companies under the control of the conspirators received "skim" monies under the guise of procurement from the Concession companies. In some cases, we have found some or all of these monies being drawn from these "skim" companies under the guise of consultancy fees.*

Procurement fraud

106. *As set out in appendix 2.200, we also found more than 25 instances of companies and individuals involved in what, in our opinion, is likely to be procurement fraud. We found that the key players forced suppliers of the concession into arrangements which enabled the players to take a "skim" or "fee" on the value of goods and services being supplied to the Concession. This may well represent the biggest way in which the players extracted monies by their control of the Concession operating companies.*

107. *For example, the available documentation suggests that Eurybates (appendix 3.74) received around €1.8M in kickbacks from construction projects with Sirimed, Technoline, Ergon Technoline JV and CERS. This is highly significant as Eurybates on paper belonged to Ivan Vassallo but 90% of it was probably owned and controlled by others either in, or with close links to, the OPM. We expect that the concealment of the identities of the private owners of the 90% shareholding was deliberate so as not to reveal these persons' connections to or influence over the*

award of the contracts from which the funds which were paid to Eurybates originated.

108. *Whilst these seemingly nefarious transactions are mostly covered in the appendices dealing with the relevant companies, the complex inter-relationships involved can perhaps more clearly be seen when they are summarised and grouped together. We have therefore summarised some of the procurement frauds in appendix 2.200 . We do not have complete records for many of the companies involved but from the documents in our possession have made estimates to indicate the likely sums involved.*

109. *From this appendix it will be seen that we estimate that around €20 million may have been diverted from Concession funds. This includes some items such as consultancy fees to the Ali family dealt with above and elsewhere. However, even limited by the constraints of both time, terms of reference and available source data, we found so many examples of kickbacks etc it seems to us very probable that many more instances of procurement fraud existed in the operation of the hospital concession. The figure of around €20 million therefore gives a reasonable indication that the scale of the issue is very large.*

110. *One of the groups that appear to have contracted to pay large backhanders to companies associated with the key players was James Caterers Ltd / Malta Healthcare Caterers Ltd and it will be noted that they also entered into a consultancy agreement with Mizzi in April 2020 for a period of three years with an annual fee of €36,000 with the facility for him to claim out of pocket expenses.*

We found a marked difference in the type of payments made in the operation of the concession by the two concessionaires. However, there are two recipients of the potentially misappropriated funds which are common to both the VGH and Steward periods. The first is the Ali family who received payments both from VGH/ Bluestone and from Steward. The second is the involvement with Accutor which started in the VGH period and continued and increased substantially in the Steward period. The Accutor group of companies, and their involvement with both concessionaires, is considered of great significance to the Inquiry.

Wasay Bhatti and the Accutor group of companies

111. *Multiple millions of Euros of Concession monies appear to have been laundered through Switzerland with the assistance of Swiss lawyer Wasay Bhatti. He initially developed a close association with Shaukat and subsequently developed close associations with Schembri, Mizzi*

and Muscat. Unbeknown to his fellow directors, Bhatti allowed the bank accounts of the companies he managed to be used to receive and pay monies under the direction of Shaukat and his associates. He apparently did this without recording the transactions in the normal records of his companies.

112. *The Inquiry does not have access to the records of Bhatti or the companies he managed. However, his former co-directors, Kamal Sharma and Tyrone Greenshields, provided testimony and a limited record of some relevant transactions. From our analysis of this data pieced together with the other records of the Inquiry we have been able to develop significant findings.*

113. *For example, as part of their structure of Jersey companies, in 2017 Shaukat and Tumuluri set up a company in Switzerland called VGH Europe AG. It did not have its own bank account, but Bhatti's company, Accutor AG, received around €900,000 of Concession monies (some directly from Bluestone, some sent via Shaukat's Mount Everest companies) apparently in relation to an office they were setting up in Zurich (where Shaukat, Tumuluri and their families planned to settle). In February 2018, when Steward took over the Concession, they changed this company's name to Accutor Consulting AG. However, it continued to receive Concession funds and made the first two monthly €15,000 payments to Muscat (at which point the bank froze the account to prevent further payments to this PEP). Bhatti then used one of his other bank accounts to make two further €15,000 payments under their arrangement. In our opinion, there is little doubt that Muscat was paid from monies derived from the Concession which were under the control of Shaukat and his associates.*

114. *With the transfer of the Concession, Steward started making large transfers (often via its US parent companies and apparently as directed by Shaukat and his family) to bank accounts controlled by Bhatti. Bhatti then made onward transfers (apparently as directed by Shaukat, his family and their associates (including Ivan Vassallo)) to entities and individuals we can link to the key players. We found transfers of this nature totalling more than €5M from Steward.*

115. *Schembri also developed a close association with Bhatti as can be seen in the voluminous WhatsApp correspondence in groups managed by Schembri. This appears to have included plans for new international business ventures which would utilise the funds that had been diverted from the Concession. In addition, to the payments to Joseph Muscat, Mizzi received a contract via the company Ikons Global to assist Bhatti's business ventures.*

116. *Our findings and analysis of these matters is set out in the following appendices:*

	Appendix
Wasay Bhatti	*1.50*
Kamal Sharma and Tyrone Greenshields	*1.55*
Accutor group of companies including Accutor Ag	*3.61*
VGH Europe AG - renamed Accutor Consulting AG	*3.62*
Summary of Amounts To/From Accutor Entities	*3.63*
Spring Healthcare Services AG	*3.72*
Ikons Global Ltd	*3.84*

Gateway and Technoline

117. *It is our opinion that Schembri and Mizzi were also confidentially involved as concealed shareholders in the project which eventually led to Technoline (which was a leading supplier to Maltese hospitals) being acquired by Gateway using around €5M of Concession funds. Shaukat as usual was also closely involved with the facilitation of this. In keeping with the habitual mode of operation that characterized Schembri, Mizzi and their associate's approach, their involvement was meticulously concealed but is hinted at in the documents.*

118. *The key points to note from the analysis of the documentary evidence in relation to Schembri, Mizzi and Gateway include:*
    - *From July 2015 onwards, with the awarding of the Concession, Schembri, Mizzi and their associates were intended to be the owners of Gateway and that it would purchase Technoline.*
    - *This ownership was to be concealed.*
    - *90% of the shares were planned to be held by four individuals identified as 'AH' (Adrian Hillman), 'PS' (Pierre*

Sladden), and two individuals identified only as 'K & K'. From the accumulation of evidence set out in the appendices listed below we conclude 'K & K' to be Keith (Schembri) and Konrad (Mizzi).

- *They were to acquire 100% of Technoline using GOM funds fraudulently channelled from the VGH concession.*
- *They would thereby have acquired the valuable assets and profitable income stream of Technoline without paying anything for them.*
- *The project went through many variations seeking to nefariously extract funds from the concession to acquire Technoline without using any money from the investors.*
- *At each stage of these proposals Shaukat was closely involved and Schembri and Mizzi were at all times kept informed.*
- *Acting as his proxy, Adrian Hillman would provide sensitive details on the progress towards the purchase to Schembri who would then share these with Mizzi and Shaukat.*
- *The project eventually went ahead with €5 million being advanced from Concession funds in an arrangement involving one of the Jersey companies set up by Shaukat and Ram Tumuluri.*
- *Immediately after the acquisition of that company Technoline was awarded an exclusive multi-million Euro contract by VGH for the supply of pharmaceutical and medical supplies.*
- *Their concealed acquisition of Gateway which in turn acquired Technoline would entitle Schembri and Mizzi and their associates to the profits on items supplied to the Concession.*

119. *Schembri had previously secretly partnered with Pierre Sladden and Adrian Hillman using offshore companies (A2Z Consulta and Blue Sea Portfolio) in secrecy jurisdictions. This was in relation to various nefarious deals which have been the subject of another Magisterial Inquiry centering on Schembri. As soon as the tender was awarded, these three, together with Mizzi and Ivan Vassallo (an employee of Technoline) made plans to gain from the award of the Concession by acquiring Technoline using funds diverted from the Concession.*

120. *We found evidence that a mechanism involving offshore companies and nominees was constructed to enable Ivan Vassallo to appear to be the owner of the Technoline Group. As set out in appendix 2.10 on MMXVI and 2.15 on Astromedic Ltd, it is clear from Ivan Vassallo's handwritten*

notes that he understood the concealed owners would include "K" and "K" and the contextual evidence, in our opinion, makes clear that these were Keith Schembri and Konrad Mizzi.

121. *The other concealed owners who also took a role in advising Vassallo were Schembri's business associates Adrian Hillman and Pierre Sladden (see appendix 2.25, 1.30, and 1.150). Whilst the project went through multiple revisions, in our opinion, there seems little doubt that the originally planned concealed owners (including Schembri and Mizzi) will not have changed.*

122. *Our detailed findings on these matters are set out in the following appendices:*

	Appendix
Gateway Solutions Limited – the company used to acquire Technoline	2.00
Vitals Procurement Limited – the Jersey company presented as the funder of the purchase of	2.05
MMXVI Limited – a company originally planned as a holding company for 50% of Gateway	2.10
Astromedic Limited – planned company which was to become a holding company for the other	2.15
Technoline Limited - operating company acquired using funds diverted from the Concession	2.20
Ivan Vassallo - the front man for this project	1.12
Pierre Sladden	1.30
Adrian Hillman	1.150
Business associations of Schembri, Vassallo, Sladden and Hillman	2.25

Other deals

Schembri was also significantly involved in MTrace and the Cyclotron project into which circa €2M of concession monies was diverted and this is detailed in appendix 2.80.

Fl-Appendices markati Dok. "HF1" sa' Dok. "HF4", ikkonstataw u kkonkludew, fost affarijiet oħra, is-segwenti:

Keith Allen Schembri – detentur tal-Karta ta' l-Identità bin-Numru 331975M – Appendix 1.01:

1. *In our opinion Mr. Keith Allen Schembri (Schembri) is central to this inquiry. His position within the Government of Malta (GOM) from 2013 as Chief of Staff to the Prime Minister Dr Joseph Muscat placed him in a prime position to manipulate events in relation to the Healthcare Concession.*

2. *We found Schembri's involvement in and influence over the Concession to be pervasive. He features in over 50 of the narrative appendices of this report. Virtually all of the key players either reported to him or sought his endorsement of most of the key matters which shaped the concession and the misappropriations of funds that accompanied it. In areas where documentary evidence does not reveal his direct influence it reveals the influence of his close associates such as his professional advisors and his business associates, especially the Ali family.*

3. *Given that Schembri features in so many areas and in so many appendices it is a challenge to summarise our voluminous findings in relation to him. A preliminary appreciation of his role and his likely rewards from this can be gained by reading the key appendices noted in the table below. These appendices however give only a partial picture. Therefore, in the rest of this appendix certain key points from these together with key points from the many other relevant appendices are briefly combined to give a fuller understanding of our findings.*

Appendix name	***Appendix***
Origins and development of the Concession	*4.80*
Steward Health Care International Ltd	*4.40*
Shaukat Ali Chaudry & family - relationship & business associations with Keith Schembri	*3.02*
Accutor AG	*3.61*
Spring Healthcare Services AG	*3.72*
Gateway Solutions Ltd	*2.00*

Relationships and track records

4. *The relationship of Schembri to the Health Concession and its related companies did not develop in isolation. In our opinion, it can best be understood in the context of his established methods of operation and the close relationships he had already fostered with other key players who would become central to the development and exploitation of the Concession.*

5. *The police in Malta are aware and we are aware that Keith Schembri has a long track record of nefarious deals which he went to considerable lengths to keep secret. His historical use of nominee shareholders and directors, of offshore companies in secrecy jurisdictions, and sometimes multiple layers of such entities helped to increase the concealment. These are listed at the end of this appendix. He also used a Swiss bank account through which millions of euros were anonymously channeled.*

6. *This shows that this pattern of secret operation through offshore companies, nominees, etc. began as early as February 2005 with the incorporation of GSV Ltd, developed in depth and complexity over the following years until it involved more than a dozen entities, and continued after his appointment as Chief of Staff. We found that this method of operation was exhibited in relation to his dealings with the hospitals Public Private Partnership (PPP), for example with the formation of companies for him in Dubai as soon as the Concession tender was awarded (see appendix 3.03).*

7. *From a detailed analysis of the data in this enquiry, it is also our opinion that to understand the role played by Schembri in the items relevant to this Inquiry it is necessary to consider the role of Shaukat Ali (Shaukat) and the relationship between Schembri and Shaukat. In this regard we would refer you to appendix 1.04 on Shaukat, appendices 3.02 and 3.04 on the relationship between Schembri and Shaukat and his family, and appendix 3.03 on Shaukat 's role in setting up Dubai companies and bank accounts for Schembri and Konrad Mizzi.*

8. *What immerges from our findings in those appendices is that:-*

9. *Schembri and Shaukat were not only close business partners well before the Concession but operated in a relationship of such mutual trust and co-operation that Shaukat was privy to Schembri's personal financial affairs and bank accounts and was a prime mover in assisting Schembri to secretly set up Dubai companies and bank accounts.*

10. *Shaukat himself has a lengthy track record of corrupt involvement with top government officials and immediately prior to moving to Malta his*

family were involved at the highest levels of Colonel Gaddafi 's notoriously corrupt regime in Libya, working with the healthcare systems there. His mode of operating is also therefore well established, and he would not and did not pass any due diligence properly carried out on his suitability to be involved in a Public Private Partnership.

11. *From the very inception of the hospitals PPP concept, Shaukat worked with Schembri and the GOM team on the project that would become the hospitals PPP. His involvement and ownership were then concealed but later rewarded by the payment of huge success and other fees triggered by the orchestrated award of the Concession to VGH. In our opinion the awarding of the Concession and therefore Shaukat's fees could not have been earned without the orchestration and engrossment of Schembri and other senior GOM officials.*

12. *In our opinion, in light of all the points above, there must be a strong presumption of some form of concealed sharing of Shaukat's nefarious rewards with the key individuals who made them possible, chiefly his colleague Schembri.*

13. *Schembri's accountant had for many years been Brian Tonna of Nexia BT. As detailed in appendix 10.01, in our opinion Tonna and his partners fulfill the Financial Action Task Force (FATF – see appendix 10.08) definition of professional money launderers. Together with other professional firms and intermediaries such as Mossack Fonseca they also fulfill the FATF definition of a professional money laundering network. We note that Tonna and his partners at Nexia, as professional money launderers, were the principal architects of Schembri's network of secret companies and bank accounts until early in 2016 when their activities were unveiled by the Panama Papers.*

14. *As also detailed in appendix 4.80, the considerable volume of emails between Tonna, various GOM officers, and members of the proposed health care consortium in 2014 evidence the central role he was playing in developing, shaping and advancing these projects. It is therefore our opinion that from the outset, the team developing the Healthcare PPP had as one of its key architects a professional money launderer.*

15. *It is again significant in our opinion, that this now discredited agent, Tonna, joined Schembri and Konrad Mizzi in the political working party tasked with exploring a possible hospital PPP in April 2014 and that within weeks Tonna was meeting Shaukat (an individual with a long track record of corrupt dealing with politicians) to develop the consortium which was eventually awarded the concession in very dubious circumstances.*

16. *We therefore found that from the very inception of the hospitals PPP concept, at least three individuals with blemished track records, Schembri, Shaukat and Tonna, held central roles and had significant influence on the shaping and development of the Concession. from which so much GOM money was eventually misappropriated.*

Habitual operating by means of concealed involvement / beneficial ownership.

17. *We also found considerable evidence that Schembri, in common with the other individuals who then joined and developed the Consortium project and controlled it after the tender was awarded, had a habitual mode of operation. They operated through share option schemes which generally only came to light years later (often as a result of disputes after the takeover by Steward). This made their ownership largely or wholly invisible.*

18. *We found examples of this in relation to:-*

	Appendix
Mark Pawley	*5.10*
Ram Tumuluri	*1.13*
Ambrish Gupta	*5.01*
Ashok Rattehalli	*5.20*
Mohammad Walajahi	*5.25*
Sam Luft	*5.50*
The 3rd party investors in the Concession parent	*5.150, 5.30, 5.31, 6.15*
Deepank Saini / Shapoorji Pallonji	*5.40 / 2.110*
Partners Healthcare International LLC	*5.90*

19. *The data available to the Inquiry does not appear to include any share options held by Schembri or the Ali family. However, as set out in appendix 1.04 Shaukat was treated as, and referred to by, Armin Ernst as "the major shareholder" in VGH and had all the trappings of this. This strongly suggests to us that some share option or similar arrangement was in place as on paper the Ali family held no shares in the concession companies. The presence of such an arrangement would, in our opinion, be entirely consistent with the normal method of operating habitually employed by this group of investors to conceal their roles from public attention.*

20. *We also found Schembri's professional advisors constructing concealed shareholding schemes for Schembri. In addition to the multiple schemes put in place for him in the period from 2005 onwards mentioned later in this appendix, and the BVI and Dubai schemes outlined in appendix 3.03, Tonna set up a further scheme involving the company, Innovate Business Consulting Ltd (appendix 9.30). As explained there and in appendix 10.04, Keith Schembri and others owned the Maltese newspaper Illum through a concealed ownership agreement prepared by Tonna and Nexia BT. That ownership arrangement gave Schembri a concealed 25% shareholding in Innovate Business Consulting Ltd which in turn gave him secret ownership of Illum. One of the other owners was Robert Borg (appendix 1.04) who also had connections to Schembri's secret offshore company, Holdforth Ltd. We note that Borg was appointed to the Concession tender evaluation committee along with Schembri's ally, Tonna's partner at Nexia BT, Manuel Castagna (see appendix 4.80).*

21. *Schembri's involvement in Gateway also appears to have been concealed by various mechanisms and this is discussed later in this appendix.*

22. *From all of this we conclude that, whilst we found no direct documentary evidence in the data available to the Inquiry of such share options or similar concealed shareholding arrangements for the benefit of Schembri in relation to the concession companies, they were clearly part and parcel of the way Schembri, and the other players habitually operated and in our opinion were probably in existence.*

23. *This seems particularly significant as we have found that Schembri was not only central to the whole scheme from its inception but that his orchestration and endorsement of it seems to have been essential to getting the PPP off the ground and then awarded to the consortium (including Shaukat) behind VGH. This together with both his and Shaukat's long track record of sophisticated concealment of nefarious commercial arrangements, strongly suggests to us that their modus operandi would have required Schembri to have had a structured share of the spoils. Again, Shaukat's work to form Dubai companies and bank accounts for Schembri is visible evidence to support this.*

24. *We have explained in appendix 5.130 that there is considerable evidence that the primary aim of all the key players (in both the VGH and Steward eras) was not to operate the Hospitals Concession but to sell it as soon as possible, probably packaged with hospitals in other territories, for multi-million Euro capital gain. In our opinion, this further increases the likelihood of the key orchestrators and endorsers of the Concession within GOM such as Schembri would have held share options or similar rights which could be confidentially exercised on the date of the expected*

onward sale. The failure of the Concessionaires to attract the required financial backing meant that no sale materialized.

Use of email addresses

25. *We have identified that Schembri and his associates routinely changed email accounts during the course of email conversations. This may indicate an attempt to mask the whole content of a message chain. We found that Schembri used several email addresses including those listed below. Their use is evidenced throughout the appendices listed at the end of this appendix.*

K.Schembri@thefoodfactory.com.mt
Keith.a.Schembri@gmail.com
Keith.Schembri@Kasco.com.mt
Pillow.frank@yahoo.com
keith@josephmuscat.com
keith.Schembri@gov.mt

Schembri's key role in the origins, development and award of the concession

26. *Schembri was reported to and kept closely involved in every aspect of the development of the PPP concept, the consortium, the lead up to the MOU of October 2014, the potential to expand the project to include additional hospitals, the potential illegality of the award of the concession without a tender and the tender process itself. His involvement in every aspect can clearly be seen in the findings set out in the appendices dealing with:*

	Appendix
Origins and development of the Concession	*4.80*
Mohammad Walajahi	*5.25*
Dr Ashok Rattehalli / AGMC	*5.20*

27. *From these and other appendices we would summarize our findings on his involvement with the origins and development of the concession as follows:*

28. *He was a member of the political working party in April 2014 that shaped the concept of the hospitals PPP and introduced an investor (almost certainly Shaukat) to help develop the scheme.*

29. *His accountant Tonna was within a few days meeting with the Ali family to develop the plan and a consortium to take the project forward.*

30. *As well as 'international investors' who were to fund the PPP there were to be 'local partners'. Of these, on paper Shaukat was the principal, and shortly thereafter with his family, the only member. In view of their normal methods of operating noted above it seems likely to us that the Ali family were in fact representing a broader body of "local partners" that logically would include individuals without whom the orchestrated scheme could not come to fruition i.e. senior GOM officials such as Shaukat's close associate Schembri.*

31. *Although not a party to the MOU between GOM and the investors which preceded the tender in October 2014, Schembri was being kept closely informed on a regular basis as the project developed during 2014 and 2015.*

32. *Immediately following the signing of the October MOU, it is evident that the OPM, and specifically Keith Schembri, were made aware of very damning negative information regarding the credibility and financial standing of many of the investor group. As an officer of GOM it would surely have been incumbent upon him to act on this information and it is significant that he appears instead to have ignored it.*

33. *Kevin Deguara warned that the proposed concession agreement would need to go through a formal public tender process if the concession was to be legal and was to result in the public call for tender (see appendix 5.25). This advice given in early January 2015 and the resultant correspondence was made available to Schembri, Shaukat Ali, Konrad Mizzi, Walajahi, Rattehalli, Ram Tumuluri and the solicitor acting for government, Aron Mifsud Bonnici.*

34. *The tender evaluation committee was heavily loaded with the allies of Schembri.*

35. *Within days of the concession tender being awarded in June 2015 and Shaukat thereby becoming entitled to a €5 million payout to the Dubai bank accounts of his Mount Everest companies (€2M was due on the award of the Concession and a further €3M was due on them agreeing major finance and whilst this was part was never achieved they paid it anyway, so technically they treated the €3M as crystallizing upon the award of the Concession), Shaukat was working to set up Dubai companies and bank accounts for Schembri (and Mizzi). These efforts continued until articles started appearing in the media in the run up to the publication of the Panama Papers concerning Schembri's use of*

offshore companies at which time these efforts all suddenly ceased and the offshore companies concerned were liquidated.

36. *Also within weeks of the award of the tender, Tonna and his partners channeled monies to Schembri totaling €100,000 from their secret offshore company to one of Schembri's private Pilatus bank accounts. This has been the subject of another Magisterial Inquiry but the timing suggests its possible link to the hospital Concession.*

Schembri's Dubai Companies and bank accounts

37. *As more fully detailed in appendix 3.03, by September 2015, Mossack Fonseca had encountered difficulties in opening bank accounts for the two Panamanian companies owned by Keith Schembri and Konrad Mizzi. It was clear that a change of tack was necessary and for this the pair turned to Dubai. In August 2015, just after the hospital concession had been awarded, four companies were incorporated in Dubai; Intercare Trading FZE and Intercare International Ltd (appendix 3.51) and Akash International Limited and its onshore contemporary (appendix 3.50). Throughout the remainder of 2015 until March 2016, we have identified attempts to open bank accounts with three banks; Emirates NBD, Mashreq Bank and, Emirates Islamic Bank. We note that Keith Schembri, Joseph Muscat, and Konrad Mizzi were in Dubai in early February 2016 and that Joseph Muscat travelled again to Dubai in late March 2016.*

Involvement with raising debt financing for the companies owning the Concession.

38. *The hospital PPP required significant private sector Debt Financing of around €170 million to achieve its purposes, be viable, and be ready for onward sale. We found that Schembri's involvement with this went well beyond what we would have expected of an officer of GOM, taking an active involvement in trying to secure this. We have detailed this in appendix 5.140.*

39. *Schembri was also reported to and kept closely involved after the tender was awarded and agreements were progressed and the concession started to operate as evidenced by his communications set out in appendix 5.20 on Dr Ashok Rattehalli / AGMC.*

Schembri took a central role in persuading Stewart to take over the Concession and the negotiations with VGH

40. *As set out in appendix 4.40, by the summer of 2017 the Concession was in financial and operational crisis and both the CEO and COO resigned at the end of August. VGH had failed to deliver on its requirements. From*

early September 2017 Schembri played a pivotal role in engineering the takeover and facilitating the agreement of the existing owners and GOM. He was reported to and kept closely involved in every aspect of the process whereby Steward took over the Concession. This is mainly detailed in appendix 4.40 but further insights are also contained in the following appendices:

	Appendix
Vitals Global Healthcare Management Ltd	*4.10*
Steward Health Care International Ltd	*4.40*
Mark Pawley	*5.10*
Ram Tumuluri	*1.13*
Ashok Rattehalli	*5.20*

41. *From these it will be seen that Schembri's involvement included:*

42. *Initiating the contact with Armin Ernst and Steward and leading the negotiations to persuade them to take over the concession from VGH.*

43. *Dealing with resistance from the existing consortium members who were unwilling to allow the take over. These included Pawley and Tumuluri but also Rattehalli (with whom Schembri personally intervened to persuade him to lift his injunctions on two separate occasions).*

44. *In our opinion, this appears to continue the pivotal role he played in the award of the original tender to VGH. In our opinion he therefore continued to orchestrate the choice of who would operate the concession.*

45. *Schembri took a central role in negotiating and persuading Steward to take over but it is notable that as usual this was carried out with the close assistance of Shaukat and his son Asad Ali. The involvement of, and indeed leverage applied by, Schembri and the Ali family appears to us to have gone well beyond what we would expect from people in merely the role of consultants and a GOM official. In our opinion, their actions appeared more in keeping with the role of concealed owners concerned to secure their asset and continue their nefarious source of funds.*

46. *It is, in our opinion, evident from the communications with various lawyers set out in appendices 10.20, 10.30 and 10.40 that Schembri was central to all decision making on the Share Purchase Agreement (SPA) with Steward and the aftermath of the transfer. He was even having input to which VGH creditors should be paid. His involvement seems to us more in keeping with a concealed owner than an officer of GOM.*

47. *For example, in the second half of December 2017, we can see a series of emails between Dr. Chappell, Ram Tumuluri, Asad Ali, Shaukat Ali, Dr. Armin Ernst and Mr Schembri where different versions of the SPA and associated documents were transmitted between the parties. It should be kept in mind that at the stage of transfer from VGH to Stewards, Gateway's acquisition of Technoline (see below) with €5M of health concession funds was most vulnerable to outside scrutiny..The takeover of Bluestone/VGH in a cossetted way by the Steward Group therefore in our opinion suited Mr Schembri. For another similar company to come in from outside would inevitably have involved more scrutiny of Bluestone/ VGH and the purchase of Technoline from health concession funds could well have been revealed by a proper due diligence exercise including a review of the bank accounts and company records.*

48. *It is also clear that Schembri was well aware of the misappropriation of Concession funds. As detailed in appendix 3.04, on 24 November 2017, Asad Ali emailed Keith Schembri with a report compiled by Saba Abbas on the alleged misappropriation of funds by Ram Tumuluri. We have considered the report in appendix 1.13. We also found that the misuse of Concession funds was again clearly identified to Keith Schembri by Dr. Ernst in an email of 23 January 2018 (see appendix 10.30 on Deborah Chappell). It is again significant that he appears to have been more interested in using this to gain leverage over Ram Tumuluri than his duty as an official in GOM to bring this to the attention of the relevant authorities.*

49. *Evidence set out in appendix 5.50 also shows that in the run up to the Steward takeover in early 2018, Schembri was involved in getting the liabilities of VGH/Bluestone, including the amounts owed to Sam Luft, resolved swiftly in order to push through the transition of the Concession.*

50. *As set out in appendix 5.90 on Partners Healthcare International (PHI), in December 2017, just as the VGH sale to Steward was nearing completion, it was alleged that Ram Tumuluri met with PHI in USA to try and broker a deal which would hold onto the concession and avoid the necessity of a sale to Steward. Armin Ernst discovered this and emailed Keith Schembri pointing out it was also alleged that Konrad Mizzi was also supporting Tumuluri in his attempts. The negotiations with PHI went no further.*

Suspicious payments by Steward in relation to the transfer

51. *Just prior to and possibly as a precondition for the transfer of the Concession to Steward which Schembri had done so much to bring about, his associate Shaukat's family were rewarded with huge consultancy fees (see appendix 4.40). Steward Health Care International Ltd (SHIL)*

committed itself to paying an unspecified amount (but possibly up to €480,000 per month under the guise of consultancy fees) to entities we believe to have close relationships to the Ali family.

52. *These "fees" in our opinion appear to be linked to interventions enabling the takeover by Steward with those interventions being made by persons unknown other than the Ali family. The cost of these "fees" are not reflected in the company's accounts as they were paid from its USA parent company. Mr Ernst had asked Shaukat and Asad Ali to perform certain tasks in relation to the take-over. However, both the knowledge that these tasks were needed and the instruction to perform them came almost a month after the monthly consultancy fees noted above had been put in place. In our opinion this makes clear that these fees did not relate to the work of Asad and Shaukat Ali.*

53. *It is also notable that some of these fees were subsequently paid by Steward's USA parent to the confidential Swiss agent Accutor (discussed below) which means that we are unsighted about how they were distributed from there. We also found that Steward also later commenced payments utilizing Accutor which are described as "supporting political and government activities and interactions'. This involved large volumes of WhatsApp messages with Schembri and the fund so created appears to have been used amongst other things to fund payments to Joseph Muscat.*

54. *Two weeks after SHCIL entered into the ongoing "consultancy" agreements mentioned above a MOU was signed between SHCIL and GOM to assist the company to take over the Concession. Mr Schembri was instrumental in the achievement of the MOU and it was signed by Konrad Mizzi on behalf of GOM. This was shortly followed by the signing of a Share Purchase Agreement with Bluestone Investments Malta Limited for the sale of the 95% of the share capital of Vitals Global Healthcare Ltd to SHCIL*

55. *Whilst the replacement of the existing owners and managers by Stewards may have been in the public interest it also presented a large opportunity to Steward to take another step in its development of a global empire. Without Mr Schembri's interventions and influence and perhaps those of Dr Mizzi, it is difficult to envisage the takeover materialising. It seems clear that Steward and Armin Ernst would therefore have been indebted to Mr Schembri for performing such a pivotal role in the takeover process. It is therefore notable that we found several what are, in our opinion, most unusual consultancy and participation agreements being put in place at the time of the takeover, the beneficiaries of which were carefully concealed.*

56. *We also note that appendix 10.30 also shows that as late as March 2018 Schembri became involved in seeking to assist Asad Ali in having an invoice for €3.8million paid to VGH by GOM.*

Schembri's detailed involvement continued after the transfer to Stewart

57. *Numerous serious problems emerged for the new owners of the Concession in the period after the takeover and Dr Ernst (on behalf of SHCIL) continued to ask for and get assistance from Mr Schembri with these. This assistance on occasion included interventions by Mr Schembri with GOM and Government departments (see appendix 4.40 for examples).*

GOM's surprising approach to the Concessionaires financial affairs

58. *As set out in appendix 5.140, in November 2015 Mr Tumuluri was seeking the private advice and/or influence of Dr Mizzi and Mr Schembri in relation to obtaining the major debt financing the Concession needed. In Appendix 4.01, we note two legal documents in connection with the proposed financing arrangements which were located in Keith Schembri's data. That data does not reveal who from or when Mr Schembri received the documents. Mr Tumuluri appears to have been working with the two politicians outside of their political roles.*

59. *We found that both Mizzi and Schembri were aware four days prior to the signing of the SCA that VGH were still as yet unable to secure finance which was crucial to the viability of the Concession yet did not apparently raise appropriate alarms. This is evidenced by an email exchange on 26 November 2015 between Tumuluri, Mizzi and Schembri (Frank Pillow) using their personal email addresses (see appendix 5.10). They were receiving correspondence from Mr Tumuluri to their private emails accounts which suggests that they were privately assisting Bluestone / Vitals in a manner that was separate but parallel with their political roles in GOM.*

60. *As set out in appendix 5.140 we concluded that there was also a surprising degree of latitude granted to the Concessionaires by GOM in the conduct of the concession financing process. It was Joseph Muscat, Schembri & Mizzi who orchestrated the award of the Concession to VGH and who later made possible the transfer of the concession from VGH to Steward. Thereafter they appear to have done everything within their power to ensure that VGH, and subsequently Steward, were not deemed to be in default of their commitments under the SCA despite the fact that both concessionaires were in default. They did this by constantly 'moving*

the goalposts' for financial close, extending deadlines in many cases without Cabinet approval. Mizzi ensured Steward got GOM backed loans of circa €30M from BOV. Mizzi also entered into an agreement as late as summer 2019, when it was clearly evident the SCA was not working, which granted Steward a potential future compensation settlement pay-out of €100M in the event the concession award proved to be deemed unlawful.

61. *Steward now alleges in the papers lodged in defence of the recent court proceedings to remove them that they were promised by Muscat, Mizzi, and Schembri that the SCA would be totally revised in their favour. Instead, they allege that they were left with an unworkable and unbankable concession.*

Accutor and Spring Healthcare

62. *In our opinion the services provided by the Accutor Group of companies, headquartered in Switzerland, seem ideal to operate and conceal money laundering. Lack of access to the relevant Swiss records and documents greatly limits an analysis of what was going on. However, Schembri, the Ali family and other key players such as Ram Tumuluri all appear to have been clients and very significant monies (at least €10m) flowed from Steward to what appear to have been, in effect, client accounts operated by Accutor. Further very significant monies then flowed to key players or entities controlled by them and also funded new business ventures in which they appear to have had a stake. The Accutor group is also linked in a variety of ways to three senior Maltese politicians namely former PM Joseph Muscat, Mizzi and Schembri.*

63. *Our findings in relation to these companies are detailed in the following appendices and briefly summarised below:*

	Appendix
Accutor group of companies including Accutor AG	*3.61*
VGH Europe AG - later known as Accutor Consulting AG	*3.62*
Spring Healthcare Services AG	*3.72*

64. *Accutor AG is the key operating company of the Swiss head-quartered Accutor group of companies that offer a package of services which include invoice raising and payment and receipt of banking transactions. The Accutor group of companies administered significant flows of money from the concessionaire companies to various individuals and their*

entities which are the subject of this Inquiry. It also appeared to operate as a quasi bank and could extend loan / line of credit facilities to its customers. In our opinion, these services made it an ideal vehicle for money laundering.

65. *One notable user of Accutor's services was Mount Everest General Trading (appendix 3.30) which was the single largest recipient of diverted Concession funds from Bluestone Investments Malta Ltd. It received some €3.8M including a single payment of €3M from Bluestone. From this €3M payment, €550,000 was paid to Accutor AG, supposedly to fund an office / business start-up in Zurich for a company (VGH Europe AG, apparently owned by Jersey companies controlled by Shaukat and Tumuluri).*

66. *Schembri appears to have become a, if not the, principal liaison between the players and Wasay Bhatti, the head of Accutor. We found that at certain times Schembri was in frequent and sometimes daily contact with Accutor and that many suspicious flows of money appear to have had potential benefit for him.*

67. *The private relationship between Schembri and Accutor chairman, Dr Wasay Bhatti is perhaps best exemplified in six WhatsApp groups they extensively used. The first of the six WhatsApp groups started two days after Steward made the first of eight payments of €125,000 (totalling €1.0M) to Accutor under a political and government support arrangement set up by Dr Ernst on 11 August 2019 with the approval of Steward's supreme boss, Ralph de la Torre. We refer to this as the 'political support fund' based on Dr Ernst's description of it.*

68. *Other than a few invoices, agreements and phone messages, we did not locate sufficient records for Spring Healthcare to allow us to fully assess the nature of its operations, funding beneficiaries, or associations. However, on the basis of the very limited information available on Spring Healthcare, every indication suggests that the funds taken from the Maltese Healthcare Concession under a private agreement between Stewards and Accutor for "supporting political and government activities and interactions" was put to use to fund multiple new international business opportunities and projects involving Schembri, Shaukat Ali, Asad Ali and possibly Wasay Bhatti.*

69. *We have also found evidence that appears to us consistent with the Swiss company Spring Healthcare being in effect a partnership between Schembri and the Ali family that was fronted and administered by Accutor. Our findings are set out in Appendix 3.72.*

70. *That appendix sets out how at the start of 2020, Spring Healthcare (managed by Accutor) invoiced Steward Malta Management Limited a total of €1 million under the guise of providing consulting services. We did not find any evidence that Spring Healthcare provided a consulting service to Stewards and an email from Armin Ernst to Dr Wasay Bhatti in August 2019 makes it clear that the payments from Stewards to the bank accounts in Accutor were in fact to support "political and government activities and interactions".*

71. *Coinciding with the flow of funds from Steward to Accutor in September 2019, Schembri along with Shaukat Ali, Asad Ali, Dr Bhatti, Hamid Chaudhry and others were collaborating in identifying new international projects for Spring Healthcare. These included a major IT project in the Philippines and a digital bank in Tunisia. Mr Schembri's data contains the various agreements that were shared by WhatsApp.*

72. *In our opinion, Mr Schembri's possession and control of these documents further demonstrate his involvement with Spring Healthcare and in particular the Philippines project. We also note Mr Schembri's repeated use of the word "our" in relation to Spring Healthcare.*

73. *On 8 March 2020, Shaukat Ali changed the subject of one of the WhatsApp groups from "Spring" to "Spring K". The significance of the change in name of the group is not apparent from the discussion but from that point onwards Mr Schembri, who was denoted in the group as "KS" became the Whatsapp group "owner".*

74. *With the advent of the Coronavirus pandemic in March 2020, Spring Healthcare's international investment projects appear to have been put on hold as it commenced trading in Covid-19 related medical supplies. Schembri's active involvement with the company continued into the pandemic as he continued to look for sales opportunities for Spring Healthcare's coronavirus testing kits.*

75. *We therefore conclude that Schembri, along with Shaukat Ali, Asad Ali and Wasay Bhatti, was a significant participant in Spring Healthcare AG and will have had some sort of financial investment in its affairs. As noted above it appears to have been the recipient of very significant funds from the Concession. It therefore appears that Schembri may have used Concession funds to start new business ventures for himself and his associates. These appear to include Maltese company, Cannapharm.*

Spring Healthcare and Cannapharm

76. As detailed in appendix 3.80, we found that Schembri was also connected to Cannapharm Technologies Malta Limited (Cannapharm) which is a medical cannabis research and production company. It was incorporated in July 2018 and received €150,000 from Spring Healthcare Services AG and €50,000 from Accutor AG between July 2019 and September 2019 (all paid to the client account of Chris Spiteri). The discovery of Spring Healthcare Services AG's funding of Cannapharm puts Mr Schembri's association with Spring Healthcare Services AG into sharp focus.

77. It should also be noted that when Stewards decided not to continue with MTrace and the Cyclotron project (appendix 2.80) they entered into negotiations for a sale of the company to Cannapharm.

Spring Healthcare and the supply of Covid testing kits

78. As also detailed in appendix 3.80, we found emails in March 2020 between Ivan Vassallo of Technoline and David Meli who was acting as an agent for Spring Healthcare's supply of testing kits to Technoline valued at €1,000,000. A referral agreement between Dr Meli and Technoline would have netted Dr Meli (and whoever he represented) €100,000 or 10% from the deal, had it been completed.

Gateway and Technoline

79. It is our opinion that Schembri was also confidentially involved as a concealed shareholder in the project which eventually led to Technoline (which was a leading supplier to Maltese hospitals) being acquired by Gateway using around €5M of Concession funds. Shaukat was also closely involved with the facilitation of and perhaps also the ownership of this. In keeping with the habitual mode of operation that characterized Schembri and his associate's approach, his involvement was meticulously concealed but is hinted at in the documents.

80. The key points to note from our analysis of the documentary evidence in relation to Schembri and Gateway include: -

- *From July 2015 onwards, with the awarding of the Concession, Schembri, Mizzi and their associates were intended to be the owners of Gateway and that it would purchase Technoline.*
- *This ownership was to be concealed.*
- *90% of the shares were planned to be held by four individuals identified as a 'AH' (Adrian Hillman), 'PS' (Pierre Sladden), and two individuals identified only as 'K & K'. From the accumulation of evidence set out in the*

appendices listed below we conclude 'K & K' to be Keith (Schembri) and Konrad (Mizzi).

- *They were to acquire 100% of Technoline using GOM funds fraudulently channelled from the VGH concession.*
- *They would thereby acquire the valuable assets and profitable income stream of Technoline without paying for them.*
- *The project went through many variations seeking to nefariously extract funds from the concession to acquire Technoline without using any money from the investors.*
- *At each stage of these proposals Shaukat was closely involved and Schembri was at all times kept informed.*
- *Acting as his proxy, Adrian Hillman would provide sensitive details on the purchase to Schembri who would then share these with Mizzi and Shaukat.*
- *The project eventually went ahead with €5 million being advanced from Concession funds in an arrangement involving one of the Jersey companies set up by Shaukat and Ram Tumuluri.*
- *Immediately after the acquisition of that company Technoline was awarded a multi-million Euro contract by VGH for the exclusive supply of pharmaceutical and medical supplies to the Concession.*
- *Their concealed acquisition of Gateway which in turn acquired Technoline would entitle Messrs Schembri and Mizzi and their associates to the profits on items supplied to the Concession.*
- *Schembri had previously secretly partnered with Pierre Sladden and Adrian Hillman using offshore companies (A2Z Consulta and Blue Sea Portfolio) in secrecy jurisdictions. As soon as the tender was awarded, these three, together with Mizzi and Ivan Vassallo (an employee of Technoline) made plans to gain from the award of the Concession by acquiring Technoline using funds diverted from the Concession.*

81. *We found evidence that a mechanism involving offshore companies and nominees was constructed to enable Ivan Vassallo to appear to be the owner of the Technoline Group. As set out in appendix 2.10 on MMXVI and 2.15 on Astromedic Ltd, it is clear from Ivan Vassallo's handwritten notes that he understood the concealed owners would include "K" and "K" and the contextual evidence in our opinion makes clear that these were Keith Schembri and Konrad Mizzi. The other concealed owners who also took a role in advising Vassallo were Schembri's business associates Adrian Hillman and Pierre Sladden (see appendix 2.25, 1.30, and 1.150). Whilst the project went through multiple revisions in our opinion there seems little doubt that the originally planned concealed owners (including*

Schembri and Mizzi) will not have changed. Our detailed findings on these matters are set out in the following appendices:-

	Appendix
Gateway Solutions Limited – the company used to acquire Technoline	*2.00*
Vitals Procurement Limited - the Jersey company presented as the funder of the purchase of Technoline	*2.05*
MMXVI Limited - a company originally planned as a holding company for 50% of Gateway	*2.10*
Astromedic Limited – a planned company to be the holding company for the other 50% of Gateway	*2.15*
Technoline Limited – operating company acquired using funds diverted from the Concession	*2.20*
Ivan Vassallo - the front man for this project	*1.12*
Pierre Sladden	*1.30*
Adrian Hillman	*1.150*
Business associations of Schembri, Vassallo, Sladden and	*2.25*

Other deals

82. Schembri was also significantly involved in MTrace and the Cyclotron project into which circa €2M of public monies appears to have been diverted and this is detailed in appendix 2.80.

The testimony of the owner directors of Accutor AG

83. In Appendix 1.55 we have summarized the testimony of Kamal Sharma and Tyrone Greenshields the former owner directors of Accutor AG. From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wasay Bhatti they testified that:-

- *Shaukat told Sharma that Steward Healthcare US owns 70% of Steward Healthcare International. Shaukat Ali and his hidden investors/partners/benefactors own the other 30%.*
- *Shaukat told them that Mizzi, Schembri and Muscat were in the Concession deal with Shaukat with both VGH and Steward and that €18,000,000 a year was going to that group from the concession.*
- *Sharma understood that VGH Europe AG / Accutor Consulting AG belonged to the Ali family*
- *Sharma understood that Spring Healthcare was a partner company of the Alis and Bhatti*

- *The Accutor accounting team told Sharma that payments to Cayman were for Schembri and Mizzi.*
- *Sharma understood the owners of Technoline to be the Alis and the people behind the Alis and that it was a way to make more money from the concession beyond the €18,000,000 a year.*
- *The relationship between Shaukat and Bhatti seemed to be like business partners of some description but outside of Accutor with Shaukat in the background.*

Schembri and procurement fraud

84. Schembri's personal involvement with the entities involved in what to us appears to be procurement fraud is set out in the following appendices:

	Appendix
Eurybates Ltd	*3.74*
Encore Trading Ltd	*3.78*
Impaqt Ltd	*3.90*
Malta Healthcare Caterers Limited and James Caterers	*2.50*

Eurybates

85. In appendix 3.74 we explain how Eurybates is owned by Ivan Vassallo but there are numerous indicators that he was fronting the company on behalf of others (probably the same people as in Gateway and therefore including Schembri).

86. The formation of the company flowed from the involvement of Schembri and his close associates in a proposed new major hospital construction project at Smart City, where Mr Schembri was vice-chairman. In our opinion it then became a vehicle for kickbacks from Concession related construction projects and we found evidence to suggest that its concealed ownership mirrored that of Gateway with 90% of the shares held for "K, K, AH & PS". We also found evidence of involvement in other projects such as The Mediterranean Institute for Personalised Medicine Limited.

87. In the 6 years between 2016 and 2021 Eurybates' derived around €1.9M in what were most likely kickbacks from four businesses noted below who were major suppliers to the Concession.

Entity	***Appendix***
Sirimed SRL	*2.60*

Technoline	*2.20*
Ergon Technoline JV	*2.70*
Shapoorji Pallonji	*2.110*
Greek construction company, CERS Group	*N/A*

88. This income was under the guise of providing consultancy and administration services and was earned seemingly without the necessary personnel to deliver what could only be described as highly technical services which in some cases were supported by backdated contracts drawn up by Mr Vassallo.

Encore

89. In appendix 3.78 we explain how Encore Trading Ltd (Encore) was in our opinion under the control of Ivan Vassallo and Pierre Sladden, as associates of Keith Schembri. It received almost €100,000 in October 2019 supposedly in payment for its procurement and administrative services. However, in our opinion the payments were nothing more than a kickback for the award of the Paola Regional Hub tender as Encore's share of income from the project had been agreed at a rate of 10% on the profits.

Impaqt

90. Impaqt Limited provided consultancy services to Eurybates between March 2019 and July 2020 at a rate of €6,000 / €9,000 per month (appendix 3.77). This is significant because Schembri's Kasco Engineering provided finance of around €80,000 to fund Impaqt and the data reveals that Kasco was initially in control of the company.

91. Impaqt was formed in May 2014 under the financing and control of Schembri's Kasco Engineering – just when Schembri and his associates were developing the hospital PPP concept and consortium. Kasco was in control of Impaqt until August 2015 (i.e. weeks after the concession was awarded to VGH) when it apparently separated from Kasco which appears to us to be quite a co-incidence. The business was transferred to former Kasco employee John Comerford.

92. It provided engineering consultancy services to the Maltese Ministry of Health & Energy which it bought in from Camilleri and Cuschieri. Impaqt added a 44% mark-up to their invoices before invoicing the Ministry.

These contracts generated over €500,000 in sales in its first twenty months of which 370k was billed to the hospitals prior to the concession being awarded. Sales invoices refer to electrical engineering, architectural and M&E Design project management services at Mater Dei Hospital, The Rehabilitation Centre Hospital Karen Grech and Gozo General Hospital.

Shapoorji Pallonji

93. *As set out in appendix 4.40 Schembri was also connected to both the Barts Medical School development by Sirimed (appendix 2.60) and with the work of Shapoorji Pallonji (appendix 2.110). Out of both these contractors significant backhanders flowed (see appendix 2.200 on Procurement Fraud). As set out in appendix 1.90 John Dalli and Keith Schembri may have set up deals with Shapoorji Pallonji and ahead of the Concession tender.*

Other ways in which Schembri personally benefited

94. *Other ways in which Schembri personally benefited are set out in the following appendices:*

	Appendix
Vitals Global Healthcare Management Ltd	*4.10*
Malta HealthCare Caterers Limited	*2.50*
FSV Limited	*2.95*

95. *We found significant cost being incurred on behalf of Schembri (and Mizzi) out of concession funds as detailed in appendix 4.10 on Vitals Global Healthcare Management Ltd (VGHM). This was for online reputational management services.*

96. *In late 2017 VGHM was invoiced $ 9,000 per month by a Dubai and Pakistan based joint venture business called Itech5 for online reputational management (ORM) services conducted on behalf of not only VGH but for Konrad Mizzi and Keith Schembri. Itech's engagement with VGHM appears to have run for around 11 months. Through the use of ORM services, Schembri and Mizzi's online profiles and appearance in search engines were manipulated so as to present them in an overall more positive light. Asad Ali had introduced Keith Schembri to Itech5 in May 2016 shortly after online revelations began to reveal their respective associations with matters connected to the Panama Papers scandal.*

97. *The payment of these fees for a GOM representative who had no official role in the company, in our opinion, represents a form of kickback. Mr Schembri's data also contains a draft agreement dated February 2020 for ORM services between Mr Schembri and an 'Aqil Khan' with an address in Tunisia. The draft contract is very similar in format and content to the contract with Itech and there is evidence to suggest that payments were made from the Ali families Tunisian company Incorp Sarl which was receiving significant concession funds from procurement frauds as detailed in appendix 3.40. Schembri's use of ORM services continued in early 2020 when he was in close contact with another Ali family contact, Yaser Zafar Yasin (appendix 1.80).*

98. *As set out in appendix 2.50, Keith Schembri's companies Kasco Foods Ltd and Kasco Engineering Ltd gained lucrative contracts to supply goods and services to the catering companies supplying the Concession and other Hospitals (James Caterers and its subsidiary Malta HealthCare Caterers Limited) in which Mr Schembri's long-time political ally, Joshua Zammit (appendix 1.100), was first a director and then CEO. We do not have access to any of these companies records to access the resultant earnings but found in the data that Robert Zammit of Kasco Trading Ltd stated in October 2019 that their sales & distribution of foodstuffs with James Caterers Limited was valued at €1,500,000.00 pa.*

99. *VGHM / Wajid Ali also entered into an arrangement regarding a property owned by Mr Schembri's company FSV Limited. Between November 2018 and December 2019 FSV was paid €36,000 by Steward Malta Management Ltd. Earlier payments were made from Bluestone Investments Malta Limited to another company connected to Mr Schembri called 3City Designs Limited. Suspicion as to the validity of the lease arises due to the timing of the lease (Steward and GoM had only just started the takeover process in September 2017) and the property being the given as the address of Cannapharm Technologies Malta Limited director, Mr Denis Orlov (see below and appendix 3.80) which suggests the property was not used for the benefit of VGH's operation. The circumstances linked to the rental of the FSV property is set out in appendix 2.95.*

Plans between Schembri and Shaukat for further involvement in public sector initiatives

100. *In May 2015, the same parties that were involved in obtaining the hospital concession for VGH (now combining under the name Planetcore Malta Ltd) drew up a further Memorandum of Understanding (MOU) between Planetcore and the Government of Malta in relation to various*

other Public Private Partnerships. Appendix 6.70 sets out our findings in relation to Planetcore.

101. *Within this one company we note the involvement of a number of the 'key players' within this Inquiry. The Shaukat Ali family benefitted substantially from the company financially and are named as its ultimate beneficial owners in banking documents. Nexia BT acted as advisors. David Meli acted as a money middleman using his client account to pass funds between Bluestone Investments Malta Ltd and Planetcore. Schembri and Mizzi were involved in drafting this MOU which was proposing to involve the Shaukat Ali family in various further Public Private Partnerships just weeks before the Hospitals Concession was awarded.*

102. *We also found that Schembri was influencing the selection of Hospital board members who might be supportive of their oversight and views (appendix 10.40).*

103. *As set out in appendix 6.60 a further company called Balfour Global Limited was formed in January 2020 by the Ali's arising out of a dinner and WhatsApp group involving Schembri, Shaukat Ali, Asad Ali and Wajid Ali along with Mr Schembri's private secretary, Kenneth Azzopardi. It appears that whatever plans were for this venture it was put on hold by the outbreak of the Covid pandemic shortly thereafter. However, it provides yet another example of a hidden business relationship between Schembri and the Ali family.*

Schembri's previous use of offshore nominee companies and bank accounts

104. *As noted at the start of this appendix, Schembri has a long history of using offshore companies and bank accounts. From the mid-2000s, Schembri & Kasco had companies under nominees in Gibraltar, Cyprus, BVI and the UK and some of the companies held bank accounts offshore and out of the scrutiny of the Maltese authorities. He was fully assisted in forming these companies and bank accounts by his accountants Tonna and Cini. Schembri continued to use these offshore assets during his time as Chief of Staff in GOM. These entities are listed in the table below.*

Company	Number	Incorporated	Jurisdiction	Comment

GSV Limited	C35678	February 2005	Malta	Holding Co for Holdforth & Channel / Nominee
Holdfort h		March 2005	Cyprus	Nominee shareholdi
Channel Paper	5377743	February 2005	UK	Nominee shareholdi
Malmos Limited		October 2007	Gibralta r	Nominee shareholdi
Colson Services	1628409	January 2011	BVI	Nominee shareholdi
Tillgate Inc.	2425726 -808516	Pre July 2015	Panama	Nominee shareholdi
RS Paper	HE163162	July 2005	Cyprus	Nominee shareholdi
A2Z Consulta		October 2012	Cyprus	Nominee shareholdi
Stapleto n Paper Limited		Taken over May 2007	UK	Concealed ownership for
Haast Trust		2015	New Zealand	Held the shares in Tillgate Inc

105. *Schembri also has direct links and what appears to be a concealed involvement with these Malta companies.*

Company Name	**Number**	**Incorporation**
Cinebiss Limited	C41776	July 2007
Set Marketing & Communications Limited	C43765	February 2008
Promed Services	C55390	February 2012
Impaqt Limited	C64979	May 2014
Acumen Projects	C64987	May 2014

106. *Schembri held an account with Credit Suisse and the digital data contains instructions from him in December 2008 to transfer sums from that account to Malcolm Scerri and Curmi and Partners Limited. [2]*

107. *Schembri also held a bank account with Pilatus Bank. [3] Transfers of two amounts to his account can be found in the Pilatus bank data. It will be noted that Schembri received two payments of €50,000 from Willerby Trade Inc (a BVI registered company under control of the three equity partners in Nexia BT) in June and August 2015. [4] He made only two significant payments from this account, one of €10,000 to fund his second Pilatus bank account, and the second payment to Crowe Howarth of New Zealand for professional fees in relation to the Haast Trust, discussed later in this appendix. [5]*

People who could not be influenced

108. *It should also be noted that Ministers who could not be easily swayed or influenced by Schembri and his associates were often sidelined or left in the dark about major GOM projects. For example, the Minister of Finance, Prof Edward Scicluna, was not consulted in advance around such a major national project as the hospital concession. This is noted in paragraph 2.2.11 of Auditor General's Report (July 2020).*

109. *We can see that in an email 9 June 2016, months after the concession, Minister Scicluna was asking Minister Mizzi for the financial details impacting public finances following the health concession and access to documents as previously promised. [6]*

110. *It would appear from the flavour of this message that neither Scicluna nor officials from the Ministry of Finance (MFiN) were present at the Office of the Prime Minister in March when Mizzi, Schembri and others were given a presentation on the financials and the impact on the budget. It would indicate that Minister Scicluna was not involved in the health concession, as we would have expected and only had a brief knowledge of it via documents presented to Cabinet. There is very little direct email contact between Minister Scicluna and Minister Mizzi.*

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[2] [302223.partial.emlx]

[3] [message.body - RE My account.msg]

[4] [WILLERBY TRADE INC_100513CACOEURO18.pdf]

[5] [CIF Base Account Statement_template 100931.pdf]

[6] [597799.partial.emlx]

111. *There are emails in September 2016 when Minister Scicluna is asking Alfred Camilleri (Permanent Secretary MFiN) "Do I take it that both ministries have now copies of the signed final agreements and all side letters entered into between the government and Vitals?" in the body of the email there is discussion about the payment of €5M to VGH - after laying out clauses in the agreement Alfred Camilleri states " An agreement that has been approved by cabinet and a side letter issued and signed by a Minister on behalf of Government that certifies that all the conditions precedent for bringing the approved agreements into effect have been met" [7]*

112. *We can also see emails in August 2020 when Minister Scicluna is discussing Alfred Camilleri's involvement in Projects Malta Limited role in the VGH concession agreement –*

113. *Email 14 August 2020, from Jacob Borg (Journalist Times of Malta) to Minister Scicluna - asking questions following Minister Scicluna's testimony - Minister stated that: "Projects Malta was not transparent" Does this mean that certain information was withheld from (Alfred) Camilleri by Projects Malta? What was his role on the board? Did he ever raise concern about certain projects, either within Projects Malta or at ministry level, particularly about VGH deal? What has been done by the Finance Ministry to improve oversight on Projects Malta? Is Mr Camilleri taking a more proactive role? [8]*

114. *From Minister Scicluna to Mr Paul Debattista - forwarded Jacob Borg's email - "Did you see these questions?? Did you know AC was on Projects Malta" – [9] [10]*

115. *In RE [External] - Projects Malta.msg, Mr Debattista replies "Yes That is why I sent you an email on it. He is either dumb by accepting to be on a board when he is not informed on what is happening or he was getting paid and thus he closed an eye or else he knew what was happening and he did not say anything to anybody."*

116. *Email from Mr Debattista to Minister Scicluna in the body of the email is Alfred Camilleri's reply to Jacob Borg's questions of 14 August, Paul Debattista states with reference to Camilleri - "He should have been more careful or rather he did it on purpose, the words he chose which I have highlighted. I would have included the words "were, I assume, taken by the Cabinet of Ministers"*

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[7] [RE Request for Payments.msg]

[8] [[EXTERNAL] - Projects Malta.msg]

[9] [Fwd [External] Projects Malta.msg]

[10] [RE [External] Projects Malta.msg]

117. *Email from Minister Scicluna to Mr Debattista -follow up to Debattista' s reply above Minister Scicluna states "He was threatening worse but had to have long chat with him. Very dangerous in this situation".*

118. *The engagement of the MFiN Permanent Secretary, Alfred Camilleri, on the Board of Projects Malta Ltd and actively involved in the health concession project without Minister Scicluna's full knowledge is in our opinion very significant. This series of exchanges in our opinion would indicate friction between the Ministry of Finance and Ministry of Energy and Health and the fact that Dr Mizzi controlled authority Projects Malta Ltd was placed in the middle of the health concession process clouded the real situation.*

Identifying documents for Keith Allen Schembri

Item	*Details*	*Document*
Date of	*26/07/197*	*MFSA Letter – Keith .docx []*
ID number	*ID*	
Address	*"Villa Abelia" Sta. Maria Gardens, Triq Iz-Zebbug, Mellieha,*	
Passport expires 12/07/202	*1197961*	

119. We would bring a matter to the attention of the Magistrate information regarding Keith Schembri's email data. Within the email data is an email dated 24th January 2018 from Keith Schembri to Mariella Schembri which contains attached images of a letter marked 'Highly Confidential' addressed to Marvin Gaerty from Police Headquarters, Florian, Malta. This letter related to another Magisterial Inquiry conducted by Magistrate Dr. N. Galea Sciberras LL.D. The content of the letter relates to a request for information from Marvin Gaerty who we believe was the Tax Commissioner at the time of the request. [11].

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11 [633764.partial.eml and attachments]

The appendices in which Schembri features include:-

Appendix	*Topic*
1.02	*Konrad Mizzi*
1.03	*Joseph Muscat*
1.04	*Shaukat Ali Chaudry*
1.11	*Wajid Ali*
1.12	*Ivan Vassallo*
1.13	*Ram Tumuluri*
1.20	*Armin Ernst*
1.21	*Saba Binte Abbas*
1.30	*Pierre Sladden*
1.50	*Wasay Bhatti*
1.90	*John Dalli*
1.80	*Yaser Zafar Yasin*
1.100	*Joshua Zammit*
1.140	*Kenneth Azzopardi*
1.150	*Adrian Hillman*
1.160	*Mario Gatt*
1.170	*Denis Orlov*
2.00	*Gateway Solutions Limited*
2.10	*MMXVI Limited*
2.15	*Astromedic Limited*
2.20	*Technoline Limited*
2.25	*Business associations of Keith Schembri, Ivan Vassallo , Pierre Sladden & Adrian Hillman*
2.40	*Eurasia Limited*
2.50	*Malta Healthcare Caterers Limited & James Caterers*
2.80	*Mtrace plc*
2.95	*FSV Limited*
2.110	*Shapoorji Pallonji & Shapoorji Pallonji (Malta)*

3.02	*Shaukat Ali Chaudry and family - relationship and business associations with Keith Schembri*
3.03	*Shaukat Ali Chaudry - assisting Keith Schembri and Konrad Mizzi in setting up companies and bank*
3.04	*Asad Ali and Keith Schembri*
3.10	*Bluestone Investments Malta Limited*
3.30	*Mount Everest General Trading LLC*
3.40	*Incorp SARL*
3.50	*Akash International Ltd*
3.51	*Intercare Trading FZE and Intercare International*
3.61	*Accutor group of companies including Accutor AG*
3.62	*VGH Europe AG - later known as Accutor Consulting*
3.72	*Spring Healthcare Services AG*
3.74	*Eurybates Limited*
3.78	*Encore Trading Limited*
3.80	*Cannapharm Technologies Malta Limited*
3.78	*Encore Trading Limited*
3.80	*Cannapharm Technologies Malta Limited*
4.01	*Vitals Global Healthcare Limited / Steward Malta*
4.10	*Vitals Global Healthcare Management Limited / Steward Malta Management Limited*
4.40	*Steward Health Care International Limited*
4.80	*Origins and development of the Concession structures*
5.10	*Mark Pawley / Blackrun Corporate PTE Ltd*
5.20	*Dr Ashok Rattehalli / AGMC*
5.25	*Mohammad Shoaib Walajahi*
5.50	*Sam Luft / Magini Limited*
5.90	*Partners Healthcare International LLC*
5.140	*Senior debt finance*
6.60	*Balfour Global Limited*
6.70	*Planetcore Malta Limited (Strategic Management Investment Ltd)*

9.30	*Innovate Business Consulting Limited*
10.01	*Brian Tonna*
10.04	*Robert Borg*
10.20	*David Meli / Dortin Limited*
10.30	*Deborah Chappell*
10.40	*Kevin Deguara*

Konrad Mizzi – detentur tal-Karta ta' l-Identità bin-Numru 521577(M) – Appendix 1.02:

Overview

1. *We found that Konrad Mizzi (Mizzi) and his close personal and political associate Keith Schembri (Schembri) were two of the many drivers and orchestrators within GOM of the hospitals Public Private Partnership (PPP). We found that their orchestration and endorsement of each step in the venture from conception through to appointing VGH and later replacing them with Steward can be clearly seen in the data we have analysed and was essential in enabling the abuses of public funds which resulted.*

2. *In our opinion therefore Mizzi and Schembri were effectively a double act whose roles and skill sets complimented each other and whose culpability and likely rewards need to be considered jointly.*

3. *Shaukat Ali (Shaukat) allegedly said of Mizzi that "he'll sign any deal to make money".*

4. *We found that Keith Schembri was much more actively involved in the detail and execution of the key players' multi-faceted plans than Mizzi. However, it is clear that Mizzi was party to most of the crucial meetings and was at least copied into, if not a particularly active participant in, most of the most important correspondence. In our opinion, it is highly improbable that he was not aware of the nefarious way in which the Concession was awarded and operated. It is also in our opinion, improbable that PM Joseph Muscat, as the person in charge of them and who attended many of the key meetings, was not also aware and similarly culpable.*

5. *Like Schembri, Mizzi was also closely associated with Shaukat and Brian Tonna (Tonna) and had a structure of secret offshore companies. He also*

appears to have had a concealed ownership in at least one of the Concessions major suppliers (Gateway / Technoline) and was contracted to be the recipient of payments from a Swiss company under the control of key players in the Consortium and funded by monies diverted from it. However, he appears in far fewer of our appendices than Schembri as he appears to have had less direct involvement in most of the commercial ventures that fed off the Concession than Schembri who activities are analysed in appendix 1.01.

6. *We found considerable evidence that the individuals who developed the Consortium project and controlled it after the tender was awarded had a habitual mode of operation. They operated through share option schemes which generally only came to light years later as a result of disputes after the takeover by Steward. This made their ownership largely or wholly invisible. We found examples of this in relation to Ambrish Gupta (appendix 5.01), Ashok Rattehalli (appendix 5.20), Sam Luft (appendix 5.50), Mark Pawley (appendix 5.10), Ram Tumuluri (appendix 1.13) the 3rd party investors in the Concession parent companies (see appendices 5.150, 5.30, 5.31, and 6.15) and others. We did not find share options held by Schembri, Mizzi or the Ali family but, as set out in appendix 1.04 Shaukat on paper held no shares in the concession companies but was referred to as the major shareholder indicating that some such arrangement was in place.*

7. *Mizzi resigned from GoM in November 2019 and in April 2020 entered into a consultancy agreement with Malta Healthcare Caterers Ltd for a period of three years with an annual fee of €36,000 with the facility to claim out of pocket expenses.*

Mizzi's Background

8. *Konrad Mizzi (born 4 November 1977) was a Maltese Labour politician. Desk research provides the following general information:*

   i. *He graduated from the University of Malta, reading for his undergraduate degree, and then furthered his education with post-graduate studies at the University of Nottingham, where he achieved his master's in strategic management, and followed it up with a Doctorate also at the University of Nottingham. Mizzi was awarded a Chevening Scholarship from the Foreign and Commonwealth Office in the United Kingdom and holds a Diploma in Finance. He met his wife Sai Mizzi Liang who also attended Nottingham University. They were married in 2001 and have two children together.*

ii. *Mizzi led major projects and initiatives across different sectors including public, infrastructure, telecommunications, and enterprise promotion.*

iii. *Mizzi was a Partner and Head of the Energy and Infrastructure Practice for the EMEA Region (Europe, Middle East and Africa) with Pcubed, a global leader in programme management.*

iv. *He has previously held senior roles with Deloitte and Touche and British Telecom (Programme Director) in the United Kingdom and led various change projects which included the forging of an Alliance between seven energy companies which improved services and realised large savings.*

v. *He was a member of a team which established Malta Enterprise.*

vi. *He was a consultant to the Office of the Prime Minister where he led a number of projects which, included the first public-private partnership to improve landscaping of the main roads in Malta.*

vii. *Mizzi held the post of Chief Information Officer at Enemalta.*

Career in Government

9. *Again, desk research provides the following information:-*

i. *He was elected to Parliament in March 2013 and was appointed as Minister for Energy and the Conservation of Water and served in that role between 2013 and 2014.*

ii. *He then served as Minister for Energy and Health from 2014 to 2016 and as a "Minister within the Office of the Prime Minister" since April 2016 (when the Panama Papers leak triggered his departure).*

iii. *He became the deputy leader of Malta's Labour Party in February 2016.*

iv. *He later served as the Minister for Tourism in Malta.*

v. *His wife Sai Mizzi was given a job as Malta's Consul in Shanghai in 2013.*

vi. *On 23 June 2020 he was expelled from the Labour Party's parliamentary group.*

10. *Paragraph 2.2.3 of the Auditor General's Report (July 2020) refers to the annual report of the Ministry Energy & Health (MEH) 2014 – This confirms that Public Private Partnerships and the newly established*

Projects Malta Ltd fell under the responsibility of Minister Mizzi. The report also identifies that it was the energy department of MEH that was responsible for the health concession and not the health department because the energy department officials had been with Dr Mizzi for several years and he had the "right" people in post. In our opinion those "right" people had already been used by Dr Mizzi and Mr Schembri in a similar suspect "concession" in the provision of energy for Malta at the taxpayers' expense.

Our findings in relation to Mizzi and the hospital Concession

11. *A preliminary appreciation of his role and his likely rewards from this can be gained by reading the key appendices noted in the table below. These appendices however give only a partial picture. Therefore, in the rest of this appendix certain key points from these, together with key points from the many other relevant appendices, are briefly combined to give a fuller understanding of our findings.*

	Appendix
Origins and development of the Concession	4.80
Shaukat Ali Chaudry - assisting Keith Schembri and Konrad Mizzi in setting up companies and bank accounts in Dubai	3.03
Steward Health Care International Ltd	4.40
Vitals Global Healthcare Management Ltd	4.10
Ikons Global Ltd	3.84
Accutor AG	3.61
Gateway Solutions Ltd	2.00

12. *Appendix 4.80 on the Origins and development of the Concession sets out in detail Mizzi's involvement from the conception of the Concession concept to the award of the tender to VGH.*

13. *Appendix 3.03 sets out our findings on the formation of Dubai companies for Mizzi which appears to have been commenced on his behalf by Shaukat immediately following the award of the Concession tender to Shaukat's team. By April 2016, following the release of the Panama Papers and under pressure following revelations about his offshore company and trust, Mizzi approached Mark Pawley to help identify someone who could audit his and Keith Schembri's New Zealand trusts (see appendix 5.10).*

14. *Mizzi's involvement with the transfer of the Concession from VGH to Steward is mainly detailed in appendix 4.40, Steward Health Care International Ltd, but further insights are also contained in the appendices in the table below. In our opinion, these show that he continued the pivotal role he played in the award of the original tender to VGH. In our opinion he therefore continued to orchestrate the choice of who would operate the concession.*

	Appendix
Mark Pawley	*5.10*
Ram Tumuluri	*1.13*
Ashok Rattehalli	*5.20*

15. *As noted above, in our opinion, the culpability and likely rewards flowing to Mizzi and Schembri need to be considered jointly. As will be shown below we found that their plans to have Concession related offshore companies and bank accounts (appendix 3.03) and concealed part ownership of Gateway / Technoline (see below) were advanced in tandem and Mizzi followed Schembri and his associate's nefarious modes of operating. This is more fully set out in appendix 1.01 on Schembri where we conclude that there must be a strong presumption of some form of concealed sharing of Shaukat's nefarious rewards with the key individuals who made them possible, chiefly Mizzi and his colleague Schembri.*

Suspicious payments by Steward in relation to the transfer

16. *Just prior to, and possibly as a precondition for, the transfer of the Concession to Steward which Mizzi had done so much to bring about, his associate Shaukat's family were rewarded with huge consultancy fees (see appendix 4.40). Steward Health Care International Ltd (SHIL) committed itself to paying an unspecified amount (but possibly up to €480,000 per month under the guise of consultancy fees) to entities we believe to have close relationships to the Ali family.*

17. *These "fees" in our opinion appear to be linked to interventions enabling the takeover by Steward with those interventions being made by persons unknown other than the Ali family. The cost of these "fees" are not*

reflected in the Maltese company's accounts having been paid from its USA parent company. Mr Ernst had asked Shaukat and Asad Ali to perform certain tasks in relation to the take-over. However, both the knowledge that these tasks were needed and the instruction to perform them came almost a month after the monthly consultancy fees noted above had been put in place. In our opinion this makes clear that these fees did not relate to the work of Asad and Shaukat Ali.

18. *It is also notable that some of these fees were subsequently paid by Steward's USA parent to the confidential Swiss agent Accutor (discussed below) which means that we are unsighted about how they were distributed from there. We also found that Steward also later commenced payments utilizing Accutor which are described as "supporting political and government activities and interactions'. This involved large volumes of WhatsApp messages with Schembri and which appears to have been used, amongst other things, to fund payments to Joseph Muscat.*

19. *Two weeks after SHCIL entered into the ongoing "consultancy" agreements mentioned above a MOU was signed between SHCIL and GOM to assist the company to take over the Concession. The MOU was signed by Konrad Mizzi on behalf of GOM. This was shortly followed by the signing of a Share Purchase Agreement with Bluestone Investments Malta Limited for the sale of the 95% of the share capital of Vitals Global Healthcare Ltd to SHCIL*

20. *Whilst the replacement of the existing owners and managers by Stewards may have been in the public interest it also presented a large opportunity to Steward to take another step in its development of a global empire. Without the influence and endorsement of Dr Mizzi, it is difficult to envisage the takeover materialising. It seems clear that Steward and Armin Ernst would therefore have been indebted to Mizzi for performing such a pivotal role in the takeover process. It is therefore notable that we found several what are, in our opinion, most unusual consultancy and participation agreements being put in place at the time of the takeover, the beneficiaries of which were carefully concealed.*

Involvement with raising debt financing for the companies owing to the Concession.

21. *The hospital PPP required significant private sector Debt Financing of around €170 million to achieve its purposes and be viable. We found that Mizzi's involvement with this went well beyond what we would have*

expected of an officer of GOM, taking an active involvement in trying to secure this. We have detailed this in appendix 5.140.

22. *As set out in appendix 5.90 on Partners Healthcare International (PHI), in December 2017, just as the VGH sale to Steward was nearing completion, it was alleged that Ram Tumuluri met with PHI in USA to try and broker a deal which would hold onto the concession and avoid the necessity of a sale to Steward. Armin Ernst discovered this and emailed Keith Schembri pointing out it was also alleged that Konrad Mizzi was also supporting Tumuluri in his attempts.*

GOM's surprising approach to the Concessionaires financial affairs

23. *As set out in appendix 5.140, in November 2015 Mr Tumuluri was seeking the private advice and/or influence of Dr Mizzi and Mr Schembri in relation to obtaining the major debt financing the Concession needed. Mr Tumuluri appears to have been working with the two politicians outside of their political roles.*

24. *We found that both Mizzi and Schembri were aware four days prior to the signing of the SCA that VGH were still as yet unable to secure finance which was crucial to the viability of the Concession yet did not apparently raise appropriate alarms. This is evidenced by an email exchange on 26 November 2015 between Tumuluri, Mizzi and Schembri (Frank Pillow) using their personal email addresses (see appendix 5.10). They were receiving correspondence from Mr Tumuluri to their private emails accounts which suggests that they were privately assisting Bluestone / Vitals in a manner that was separate but parallel with their political roles in GOM.*

25. *As set out in appendix 5.140 we concluded that there was also a surprising degree of latitude granted to the Concessionaires by GOM in the conduct of the concession financing process. It was Joseph Muscat, Schembri & Mizzi who orchestrated the award of the Concession to VGH and who later made possible the transfer of the concession from VGH to Steward. Thereafter they appear to have done everything within their power to ensure that VGH, and subsequently Steward, were not deemed to be in default of their commitments under the SCA despite the fact that both concessionaires were in default. They did this by constantly 'moving the goalposts' for financial close, extending deadlines in many cases without Cabinet approval. Mizzi ensured Steward got GOM backed loans of circa €30M from BOV. Mizzi also entered into an agreement as late as*

summer 2019, when it was clearly evident the SCA was not working, which granted Steward a potential future compensation settlement pay-out of €100M in the event the concession award proved to be deemed unlawful.

26. *Steward now alleges in the papers lodged in defence of the recent court proceedings to remove them that they were promised by Muscat, Mizzi, and Schembri that the SCA would be totally revised in their favour. Instead, they allege that they were left with an unworkable unbankable concession.*

Konrad Mizzi and Malta Healthcare Caterers Ltd and Incorp Sarl

27. *Konrad Mizzi resigned from GoM in November 2019 and in April 2020 entered into a consultancy agreement with Malta Healthcare Caterers Ltd (MHCL – appendix 2.50). The engagement was for a period of three years with an annual fee of €36,000 with the facility to claim out of pocket expenses.*

28. *Under the terms of the agreement, Dr Mizzi was to provide "strategic advisory in supporting the Board of Directors of Malta Healthcare Caterers Limited Group...to formulate the principles for the client's expansion overseas" and "Advisory services in connection with international development of Care Homes"*

29. *The companies that make up James Caterers Ltd and Malta Healthcare Caterers Ltd appear for many years to have been the dominant suppliers of catering services to the entire Maltese hospitals and healthcare sector (including the three hospitals transferred to VGH under the concession).*

30. *However, as detailed more fully in appendix 2.50, shortly after the Concessionaires began operating, a new contract was negotiated for the three Concession Hospitals. This introduced Incorp Sarl (appendix 3.40), as a 'middleman' between James Caterers Ltd and Malta Healthcare Caterers Ltd and VGH (and subsequently Stewards). This tripartite arrangement, entitled Incorp to earn a 10% "commission" on all of the Concessions catering services.*

31. *We do not have access to Incorp's records to evidence amounts earned under this arrangement. However, as more than €6 million was subsequently paid out of concession monies for the provision of catering services, Incorp was entitled to earn more than €600,000. Joshua*

Zammit (appendix 1.100) who is closely allied to Keith Schembri, played a key role in bringing this arrangement to fruition.

Ikons Global and Accutor

32. *In our opinion the services provided by the Wasay Bhatti (appendix 1.50) via the Accutor Group of companies, headquartered in Switzerland, seem ideal to operate and conceal money laundering. Lack of access to the relevant Swiss records and documents greatly limits an analysis of what was going on. However, Schembri, the Ali family and other key players such as Ram Tumuluri all appear to have had use of the relevant accounts and very significant monies (at least €10m) flowed from Steward to what seem in effect to have been client accounts operated by Bhatti / Accutor. Further very significant monies then flowed to key players or entities controlled by them and also funded new business ventures in which they appear to have had a stake. The Accutor group is also linked to Mizzi.*

33. *Mizzi was engaged as a consultant by a Maltese supplier of Accutor BV and Accutor AG called Ikons Global in March 2020 and our findings in relation to this are detailed in appendix 3.84. Between February 2019 and January 2020 Accutor BV paid Ikons Global €157,029. Accutor AG also paid Ikons Global €21,137 on 17 April 2019. Dr Mizzi's consultancy arrangement coincided with Joseph's Muscat consultancy arrangement and their respective consultancy arrangements overlapped with both the "political support" funded from Concession monies that was accumulating in Accutor and Mr Schembri's involvement with Dr Bhatti and Spring Healthcare.*

34. *Whilst the relationships between each of the three and Accutor have to date remained private or in Dr Muscat's case have been presented as independent from Accutor's connection to the Maltese Healthcare Concession, the probability of all three politicians forming independent relationships with the same foreign group of companies over the same timeframe, without there being a common association, is considered so negligible that we exclude the possibility.*

35. *Steward paid several million Euros directly from its USA parent to Accutor related companies following its take over from VGH. Another notable user of Accutor's services was Mount Everest General Trading (appendix 3.30) which was the single largest recipient of diverted Concession funds from Bluestone Investments Malta Ltd. It received some €3.8M including a single payment of €3M from Bluestone. From this €3M payment, €550,000 was paid to Accutor AG, supposedly to fund an office / business start-up in Zurich.*

36. *Our findings in relation to these companies are greatly inhibited as we do not have access to their records or correspondence and their affairs are complex and secretive. However, they appear very pertinent to a consideration of how Mizzi may have benefited financially from his role in the Concession and in this regard the following appendices set out what we have been able to find out:*

	Appendix
Ikons Global Ltd	3.84
Wasay Bhatti	1.50
Accutor group of companies including Accutor AG	3.61
VGH Europe AG - later known as Accutor Consulting AG	3.62
Spring Healthcare Services AG	3.72

The testimony of the owner directors of Accutor AG

37. *In Appendix 1.55 we have summarized the testimony of Kamal Sharma and Tyrone Greenshields, the owner directors of Accutor AG. In our opinion many of the assertions they made in their testimony are consistent with the documentary evidence we have found and reported. From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wasay Bhatti they testified that:-*

- *Shaukat told Sharma that Steward Healthcare US owns 70% of Steward Healthcare International. Shaukat Ali and his hidden investors/partners/ benefactors own the other 30%.*
- *Shaukat told them that Mizzi, Schembri and Muscat were in the Concession deal with Shaukat with both VGH and Steward and that €18,000,000 a year was going to that group from the concession.*
- *Shaukat told Sharma that Mizzi will "sign any deal to make money" and that VGH was risky for him but he signed it*
- *Sharma understood that VGH Europe AG / Accutor Consulting AG belonged to the Ali family*
- *Sharma understood that Spring Healthcare was a partner company of the Alis and Bhatti*
- *The Accutor accounting team told Sharma the payments to Cayman were for Schembri and Mizzi.*
- *Sharma understood the owners of Technoline to be the Alis and the people behind the Alis and that was a way to make more money from the concession beyond the 18,000,000 a year.*

- *The relationship between Shaukat and Bhatti seemed to be like business partners of some description but outside of Accutor with Shaukat in the background.*

Gateway and Technoline

38. *It is our opinion that Mizzi along with Schembri was also confidentially involved as a concealed shareholder in the project which eventually led to Technoline (which was a leading supplier to Maltese hospitals) being acquired by Gateway using around €5M of Concession funds. Shaukat was also closely involved with the facilitation of this. In keeping with the habitual mode of operation that characterized Schembri and his associates approach, his involvement was meticulously concealed but is hinted at in the documents.*

39. *The key points to note from our analysis of the documentary evidence in relation to Mizzi and Gateway include:-*

    - *From July 2015 onwards, with the awarding of the Concession, Schembri, Mizzi and their associates were intended to be the owners of Gateway and that it would purchase Technoline.*
    - *This ownership was to be concealed.*
    - *90% of the shares were planned to be held by four individuals identified as a 'AH' (Adrian Hillman), 'PS' (Pierre Sladden), and two individuals identified only as 'K & K'. From the accumulation of evidence set out in the appendices listed below we conclude 'K & K' to be Keith (Schembri) and Konrad (Mizzi).*
    - *They were to acquire 100% of Technoline using GOM funds fraudulently channelled from the VGH concession.*
    - *They would thereby acquire the valuable assets and profitable income stream of Technoline without paying for them.*
    - *The project went through many variations seeking to nefariously extract funds from the concession to acquire Technoline without using any money from the investors.*
    - *At each stage of these proposals Shaukat was closely involved and Schembri and Mizzi were kept informed.*
    - *Acting as his proxy, Adrian Hillman would provide sensitive details on the purchase to Schembri who would then share these with Mizzi and Shaukat.*
    - *The project eventually went ahead with €5 million being advanced from Concession funds in an arrangement involving one of the Jersey companies set up by Shaukat and Ram Tumuluri.*

- *Immediately after the acquisition of that company Technoline was awarded a multi-million Euro contract by VGH for the exclusive supply of pharmaceutical and medical supplies.*
- *Their concealed acquisition of Gateway which in turn acquired Technoline would entitle Messrs Schembri and Mizzi and their associates to the profits on items supplied to the Concession.*

40. *Schembri had previously secretly partnered with Pierre Sladden and Adrian Hillman using offshore companies (A2Z Consulta and Blue Sea Portfolio) in secrecy jurisdictions. This was in relation to various nefarious deals which have been the subject of yet another Magisterial Inquiry centering on Schembri. As soon as the tender was awarded, these three, together with Mizzi and Ivan Vassallo (an employee of Technoline) made plans to gain from the award of the Concession by acquiring Technoline using funds diverted from the Concession.*

41. *We found evidence that a mechanism involving offshore companies and nominees was constructed to enable Ivan Vassallo to appear to be the owner of the Technoline Group. As set out in appendix 2.10 on MMXVI and 2.15 on Astromedic Ltd, it is clear from Ivan Vassallo's handwritten notes that he understood the concealed owners would include "K" and "K" and the contextual evidence in our opinion makes clear that these were Keith Schembri and Konrad Mizzi. The other concealed owners who also took a role in advising Vassallo were Schembri's business associates Adrian Hillman and Pierre Sladden (see appendix 2.25, 1.30, and 1.150). Whilst the project went through multiple revisions, in our opinion, there seems little doubt that the originally planned concealed owners (including Schembri and Mizzi) will not have changed. Our detailed findings on these matters are set out in the following appendices:-*

	Appendix
Gateway Solutions Limited – the company used to acquire Technoline	2.00
MMXVI Limited - – a company originally planned as a holding company for Gateway	2.10
Astromedic Limited – a company subsequently formed to be the holding company for	2.15
Ivan Vassallo - the front man for this project	1.12
Pierre Sladden	1.30
Adrian Hillman	1.150

Other ways in which Mizzi personally benefited

42. *We found significant fees being paid on behalf of Mizzi out of concession funds as detailed in appendix 4.10 on Vitals Global Healthcare Management Ltd (VGHM). This was for online reputational management.*

43. *In late 2017 VGHM was invoiced $ 9,000 per month by a Dubai and Pakistan based joint venture business called Itech5 for online reputational management (ORM) services conducted on behalf of not only VGH but for Konrad Mizzi and Keith Schembri. Itech's engagement with VGHM appears to have run for around 11 months. With ORM services, Schembri and Mizzi's online profiles and appearance in search engines were manipulated so as to present them in an overall more positive light. Asad Ali had introduced Keith Schembri to Itech5 in May 2016 shortly after online revelations began to reveal their respective associations with matters connected to the Panama Papers scandal.*

44. *The payment of these fees for a GOM representative who had no official role in the company in our opinion represents a form of kickback. As detailed in appendix 3.40, Itech5 again provided the service for Muscat, Mizzi and Schembri in 2020 and there is evidence to suggest that these payments were made from the Ali families Tunisian company Incorp Sarl which was receiving significant concession funds from procurement frauds as detailed in appendix 3.40.*

Plans for further involvement in public sector initiatives

45. *In May 2015, the same parties that were involved in obtaining the hospital concession for VGH (now combining under the name Planetcore Malta Ltd) drew up a further Memorandum of Understanding (MOU) between Planetcore and the Government of Malta in relation to various other Public Private Partnerships. Appendix 6.70 sets out our findings in relation to Planetcore.*

46. *Within this one company we note the involvement of several of the 'key players' within this Inquiry. The Shaukat Ali family benefitted substantially from the company financially and are named as its ultimate beneficial owners in banking documents. Nexia BT acted as advisors. David Meli acted as a money middleman using his client account to pass*

funds between Bluestone Investments Malta Ltd and Planetcore. Schembri and Mizzi were involved in drafting this MOU which was proposing to involve the Shaukat Ali family in various further Public Private Partnerships just weeks before the Hospitals Concession was awarded.

A brief overview of Mizzi's company involvements

47. In July 2013, four months after Mizzi joined the Maltese government, Nexia BT bought several Panamanian companies from Mossack Fonseca, including Hearnville Inc.

48. ATC Administrator Inc and Orion Trust (New Zealand) Ltd as Trustees of Rotorua are the shareholders of Hearnville Inc. [12] The data show Mizzi is the beneficial owner of Hearnville Inc, a company registered in Panama with an address at BTI Management Ltd in Malta. [13]

49. In June 2015, Mizzi established a trust in New Zealand that is apparently now the shareholder of Hearnville Inc, a Panamanian company. Allegedly, the trust owns a shell company that has never been used and the trust does not have a bank account. The beneficiaries of this trust are his wife and two children. [14]

50. In June 2015, Mizzi signed a source of Funds/ Wealth Declaration Form for Mossfon (Mossack Fonseca) stating that the company activity of Hearnville Inc would be management consultancy and brokerage. [15]

51. On February 2016, following media reports, Mizzi announced he would close an offshore company in Panama owned by a New Zealand family trust he had created. Mizzi said he had declared the company and said he was closing it in the interest of transparency.

52. In his declarations to parliament, he had not declared any assets of the nature that justify a trust – so much so that his bank deposits were exactly equal to his bank loans (see below).

53. The fact that his wife (or ex-wife) is a beneficiary of the New Zealand trust, along with their children, means that she has known about the company incorporated in Panama, and any assets it may hold, all along.

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[12] [Resolution share certificate._opt.pdf]

[13] [Declaration of Trust – Hearnville – KM.pdf]

[14] [message body - Re Hi Karl sorry I had left my cell phone at office when you called me Can you call me again Thank you (59).msg]

[15] [Source of funds declaration – km.pdf]

54. *The arrangements for both the trust and the company were made by Brian Tonna and Karl Cini of Nexia BT. [16] and [17]*

55. *Rotorua, Mizzi's trust, and Haast, the trust created for Schembri are both run by Orion Trust (New Zealand).*

56. *Under New Zealand law the trusts pay no tax on foreign earnings; New Zealand regulators may demand this information, but do not disclose it to other governments.*

Mizzi's Source of Funds

57. *In November 2015, Minister Konrad Mizzi's financial advisers sent a "source of funds" declaration to Mossack Fonseca stating that the funds going into his New Zealand trust generated from the underlying Panama company would come from "personal businesses". The source of funds declaration dated November 16, 2015, says Dr Mizzi set up a practice and developed major accounts with "personal revenue amounting to GBP 5 million (€6.4). It was a declaration by Karl Cini from Nexia BT. [18]*

Government Declarations

58. *We have also attached a copy of Mizzi's annual declarations to Parliament commencing in 2012 and submitted in 2013. These financial declarations can be found in the Shift Article dated 20/07/2019 (by the Shift Team) headed: " Cover your assets: Minister Konrad 'I earn less but I spend more' Mizzi". [19] [20]*

59. *He mentions his house in London (including garage) and states his income in 2012 was €54,260 even though he took a sabbatical in 2012 because he was involved in the up-and-coming election in 2013.*

60. *He adds in the declaration that in 2012 he is also a partner in Programme Planning Professionals UK, which operates as PCU3ED. Research would suggest this business is no longer in existence with little available information to confirm the authenticity of the organization. Their web-site is no longer in operation and, when up and running, could have been mistaken for an American multi-national company.*

61. *Peter Bachsleitner is the Managing Director for Pcubed in Germany and worked closely with Konrad Mizzi. Peter also held the positions of Head of Strategy, Technology and Regulation Retail at E.ON UK, Managing*

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[16] [FW Certificates 2529702,2530866 LQ jcm. .msg]

[17] [FW Power of Attorney (21).msg--Tillgate – Declaration.pdf]

[18] [source of funds declaration – Rotorua Trust.docx]

[19] [Konrad-Mizzi-Declarations.pdf]

[20] [Cover your assets_ Minister Konrad 'I earn less but I spend more' Mizzi _ The Shift News.pdf]

Director at E.ON Venture Partners GmbH. He gave Mizzi a video reference on a YouTube dated 12/01/2013. [21]

Joseph Muscat – detentur tal-Karta ta' l-Identità bin-Numru 110274(M) – Appendix 1.03:

1. *As detailed in the appendices on Keith Schembri and Konrad Mizzi, their influence over and involvement in the Concession is evidenced in a very considerable volume of documents which are detailed across a great many appendices to this report. By contrast, there are far fewer documents which directly evidence the level of Muscat's knowledge and endorsement of what was happening.*

2. *The recent declarations by Steward on their website and Ram Tumuluri in his submissions to USA, clearly state that Muscat took part in many key meetings and imply a significant level of both knowledge and endorsement of what was happening. It will also be up to the Magistrate to consider whether Dr. Muscat could credibly claim that the actions of his Chief of Staff and Minister of Health were unknown to him.*

3. *A preliminary appreciation of his role and his likely rewards from this can be gained by reading the key appendices noted in the table below. These appendices however give only a partial picture. Therefore, in the rest of this appendix certain key points from these together with other key points are briefly combined to give a fuller understanding of our findings.*

	Appendix
Origins and development of the	*4.80*
Steward Health Care International Ltd	*4.40*
Accutor AG	*3.61*
VGH Europe AG / Accutor Consulting AG	*3.62*

4. *We found that the documentary evidence in relation to Muscat falls into the following areas: -*

    - *Involvement and awareness of key matters to do with the Concession.*
    - *The flow of monies funding the payment of consultancy fees to him via Swiss members of the Accutor group of companies.*

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[21] (Youtube – Konrad Mizzi's role in Major Energy Projects.mp4)

The flow of monies funding the payment of consultancy via the Accutor group of companies

5. *Dr Muscat received two payments of €15,000 from Accutor Consulting AG (formerly called VGH Europe AG) in April 2020 after he resigned as Prime Minister. As detailed in appendix 3.62, it is our opinion that company was part of the group of Jersey companies set up by Shaukat Ali and Tumuluri (see appendix 6.15) and controlled by Shaukat and was primarily funded by monies diverted from the Concession. He then received two further payments of €15,000 from an Accutor AG associate company Spring X Media AG which is again associated with Shaukat Ali and the funds again appear linked to the health concession.*

Date	Company	€ Amount
4 March 2020	Accutor Consulting AG	15,000
7 April 2020	Accutor Consulting AG	15,000
4 May 2020	Spring XMedia AG	15,000
23 June 2020	Spring XMedia AG	15,000

6. *We set out below the background and circumstances of Joseph Muscat's receipt of these four payments of €15,000 (€60,000) between March and June 2020 for alleged international consulting services.*

7. *We have explained in appendix 3.61 that money appears to flow freely between the various Accutor companies with money flowing into one company most likely linked to subsequent outflows from another. The reason for the change from Accutor Consulting AG to Spring X Media AG making the payments was, according to former director Kamal Sharma:*

   "So, for a while it was through Accutor, then Accutor lost its account because the flags were raised in UBS that payments were being made to politically exposed persons. I don't know if you're familiar with anti money laundering banking legislation but if there is somebody who is a PEP, a politically exposed person, who directly receives a payment, that account can be frozen. The Accutor account was frozen after the second payment to Joseph Muscat."

8. *The four payments were also flagged as suspicious by the receiving Maltese bank (BOV).*

Background to the four payments

9. *Accutor Consulting AG (originally called VGH Europe AG) was formed in April 2017. It appears to be the subsidiary of a group of companies formed In Jersey to own the Maltese Concession and other European Healthcare ventures. It was set up by Shaukat Ali and Tumuluri (see appendix 6.15) and controlled by Shaukat and was primarily financed using funds of €360,000 derived from the Concession.*

10. *Bluestone's funding of the incorporation of VGH Europe AG / Accutor Consulting AG means that PM Joseph Muscat has therefore received two payments of €15,000 from an offshore company that had been set up using funds derived from the Maltese Healthcare Concession.*

11. *The Accutor group of companies is headquartered in Switzerland and is, by the testimony of its own officers, a criminal enterprise (see appendix 1.55).*

12. *The transfer of the Maltese Healthcare Concession from VGH to Steward was completed during February 2018. On behalf of OPM, Keith Schembri travelled to New York (17 to 24 September 2017) and met with a senior representative of Steward US to discuss and plan the transfer. We note that Joseph Muscat was also in New York at this time (see appendix 4.40).*

13. *In late November 2017 the same senior representative of Steward US privately communicated his praise for OPM (Keith Schembri) and Ministry of Tourism (Konrad Mizzi) for their respective assistance in the process of transferring the Maltese Healthcare Concession from VGH to Steward. Joseph Muscat's involvement is also stated clearly in the recent appeal application filed by Steward Healthcare Malta.*

14. *Also in late November 2017, Steward's newly formed Maltese company entered into various consultancy arrangements including with a Tunisian company for services connected to the transfer of the Maltese Healthcare Concession from VGH to Steward. However, rather than consultancy payments being paid from Malta to Tunisia, they were instead paid by Steward (US) to Accutor AG (Switzerland). It is our opinion that by making the consultancy payments from US to Switzerland the payments were deliberately concealed so as to prevent Maltese authorities from learning of their final application / distribution i.e. money laundering.*

15. *As detailed in appendix 3.63A, Steward US paid Accutor AG over €4.7 million between January 2018 and April 2019 under various consulting arrangements / agreements.*

16. *A further €500,000 has been paid by Steward in Malta to Accutor Consulting AG between September 2019 and April 2020 (see appendix 3.63C). This was described in August 2019 by Armin Ernst in September 2017 as a:*

    "consulting agreement with Accutor supporting political and government activities and interactions".

    NB these consultancy payments were also funded directly from money paid to Steward by GOM for the operation of the Maltese hospitals and overlap with the payments to Joseph Muscat.

17. *Accutor AG later paid Mount Everest General Trading LLC three amounts totalling €105,000 in August, September and October 2018 under a payment description of 'shareholder loans'. The fact that the Ali family's company Mount Everest put in money which was paid back under the heading "shareholder loans" is further evidence that Shaukat Ali was in fact a / the shareholder. This is significant as you therefore effectively have Joseph Muscat being paid by the Ali family out of the millions they removed from the concession.*

18. *As described more fully in appendix 3.61 on Accutor AG, Keith Schembri has been an active participant in the business affairs of another Accutor group company, Spring Healthcare AG. Mr Schembri is also a business associate of Accutor AG owner, Dr Wasay Bhatti. Spring Healthcare AG (and Mr Schembri) are connected to various investment projects including in the Philippines. It is also our opinion that the investment activities of Spring Healthcare AG have been financed from the payments received by Accutor AG from Steward (see appendix 1.50 and 3.61 to 3.72).*

19. *In 2019 Keith Schembri became either a client or a business associate of Accutor's owner and chairman, Dr Wasay Bhatti. The pair's joint association with Accutor company Spring Healthcare AG coincided with Steward's 'consulting agreement with Accutor supporting political and government activities and interactions' which saw Steward make eight payments totalling €1.0M to Accutor between September 2019 and April 2020. This funding arrangement overlapped with the first two of the four payments received by Joseph Muscat.*

20. *Konrad Mizzi was engaged as a consultant by a Maltese supplier of Accutor BV and Accutor AG called Ikons Global in March 2020. Between February 2019 and January 2020 Accutor BV paid Ikons Global €157,029. Accutor AG also paid Ikons Global €21,137 on 17 April 2019. Dr Mizzi's consultancy arrangement coincided with Joseph's Muscat*

consultancy arrangement and their respective consultancy arrangements overlapped with both the political support fund that was accumulating in Accutor and Mr Schembri's involvement with Dr Bhatti and Spring Healthcare.

21. *Whilst the relationships between each of the three and Accutor have to date remained private or in Dr Muscat's case have been presented as independent from Accutor's connection to the Maltese Healthcare Concession, the probability of all three politicians forming independent relationships with the same foreign group of companies over the same timeframe, without there being a common association, is considered so negligible that we exclude the possibility.*

Correlation with payments by Steward to "Political fund"

22. *As detailed in appendix 3.61 on Accutor AG, an additional political and government support arrangement was set up by Dr Ernst on 11 August 2019 with the approval of Steward's supreme boss, Ralph de la Torre. Ernst described this as a "consulting agreement with Accutor supporting political and government activities and interactions".*

23. *As set out in appendix 3.63D we found transactions as follows:*

Date	From	To	Amount in	Amount out
			€	€
04/09/2019	Stewards Malta	Accutor Consulting AG	125,004	
10/10/2019	Stewards Malta	Accutor Consulting AG	125,004	
08/11/2019	Stewards Malta	Accutor Consulting AG	125,004	
06/12/2019	Stewards Malta	Accutor AG	133,438	*1
19/12/2019	Stewards Malta	Accutor Consulting AG	125,004	
02/01/2020	Stewards Malta	Accutor AG	125,000	
06/02/2020	Stewards Malta	Accutor AG	125,000	
29/02/2020	Stewards Malta	Accutor AG	125,000	

04/03/2020	Accutor Consulting AG	Dr Joseph Muscat		15,000
07/04/2020	Accutor Consulting AG	Dr Joseph Muscat		15,000
04/05/2020	Stewards Malta	Accutor AG	125,000	
04/05/2020	Spring XMedia AG	Dr Joseph Muscat		15,000
23/06/2020	Spring XMedia AG	Dr Joseph Muscat		15,000
			1,133,454	**60,000**

**1 perhaps €125k plus some further amount*

24. *It is clear that at least the first two payments were coming from Accutor Consulting AG (formerly called VGH Europe AG) which, as explained in appendix 3.62 is a company which, in our opinion, is beneficially owned by the Ali family. Sharma and Greenfields testified that this account was frozen following the first two payments and it appears that this was the reason why the next two payments to Muscat were sent via Spring XMedia AG. As explained in appendix 3.61 there is evidence of significant flow of monies between the Accutor accounts.*

The testimony of the owner directors of Accutor AG

25. *In appendix 1.55 we have summarised the testimony of Kamal Sharma and Tyrone Greenshields the owner directors of Accutor AG. From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wasay Bhatti they testified that: -*

- *Shaukat told Sharma that Steward Healthcare US owns 70% of Steward Healthcare International. Shaukat Ali and his hidden investors/partners/ benefactors own the other 30%.*
- *Shaukat told them that Mizzi, Schembri and Muscat were in the Concession deal with Shaukat with both VGH and Steward and that €18,000,000 a year was going to that group from the concession.*
- *Sharma understood that VGH Europe AG / Accutor Consulting AG belonged to the Ali family*
- *Sharma understood that Spring Healthcare was a partner company of the Alis and Bhatti*
- *The Accutor accounting team told Sharma the payments to Cayman were for Schembri and Mizzi.*
- *Sharma understood the owners of Technoline to be the Alis and the people behind the Alis and that was a way to make more money from the concession beyond the 18,000,000 a year.*

The relationship between Shaukat and Bhatti seemed to be like business partners of some description but outside of Accutor with Shaukat in the background.

26. *Sharma and Greenshields also testified: -*

"I was there in Malta with Dr. Bhatti on the second time meeting Schembri and Bhatti took great glee in saying that he had private meetings with Joseph Muscat and that I was not required and neither Kamal Sharma... Beginning of 2019, Spring." Greenshields – page 12

Sharma said Shaukat told him "... He talked about how he first met Joseph Muscat, when Joseph Muscat was in the Opposition Party and he met him at a rally for the Muslim Community prior to the election that Joseph Muscat won" Sharma1 page 8

"in the Summer of 2020 Shaukat Ali told me that he was paying Joseph Muscat €15,000 a month... My opinion is that Joseph Muscat gave Shaukat Ali a contract of VGH and Shaukat Ali had been earning of significant amount of money. I can tell you how much he told me he was earning, I can tell you how much he tole me his sons were earning, I can tell you his nephew, Yaser Badar, what he was earning and now Joseph has fallen on hard times shall we say, as no longer being Prime Minister, he felt he had to fund him" Sharma 1 – page 8.

"I do not see any relevance in the likes of Joseph Muscat, Asad Ali, Shaukat Ali, Ram Tumuluri doing any kind of work for Accutor." Greenshields – page 13

for a while it was through Accutor, then Accutor lost its account because the flags were raised in UBS that payments were being made to politically exposed persons... The Accutor account was frozen after the second payment to Joseph Muscat." Sharma 1 – page 9.

Conclusion on the money flows

27. *We exclude the possibility that the three relationships between these Maltese politicians and the Accutor group are independent. Each relationship between the Accutor group and the three Maltese politicians, including the four direct payments of €15,000 to Joseph Muscat between March 2020 and June 2020, is therefore believed to represent part of each politician's benefit flowing from their respective roles in and authorisation of the transfer of the Maltese Healthcare Concession from VGH to Steward in February 2018.*

Further money flows to Joseph Muscat

28. *In appendix 1.03A we have set out an analysis of deposits over €7.5K into his Maltese bank accounts in the period December 2018 to September 2021 and summarise these below:*

From	*€*
Organicum	*200,600*
Kohli Ventures	*70,000*
Global Ports	*60,000*
Accutor Consulting AG	*30,000*
Spring Xmedia	*30,000*
Katari Holdings	*30,000*
James Caterers	*17,700*
St Hotels	*11,328*
Insignia Global	*10,000*

29. *It can be seen from this table that the payments from Accutor Consulting and Spring XMedia appear to form part of a wider series of suspicious, usually round sum and monthly, payments received by Dr Muscat in that period.*

Relationships with Shaukat Ali and John Dalli

30. *As explained in appendix 1.90, John Dalli was in contact with Keith Schembri and Joseph Muscat, particularly before and after the 2013 election.*

31. *In a Times of Malta Article dated 4 March 2023 headed "John Dalli says he will sue Jason Azzopardi over Vitals, Pilatus remarks." [22] Azzopardi claimed Dalli introduced Shaukat Ali and Ali Sadr to Muscat. We note that, when asked by Times of Malta specifically whether he introduced Vitals investor Shaukat Ali to Joseph Muscat, John Dalli said he would rather discuss that in a meeting in person.*

32. *In October 2012, Dalli had resigned as the EU Health Commissioner following an investigation by the EU anti-fraud office into a complaint of alleged bribery made by the Swedish tobacco producer, Swedish Match. Dalli is currently facing trial for trading in influence and attempted bribery charges related to this EU investigation.*

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[22] [John Dalli says he will sue Jason Azzopardi over Vitals, Pilatus remarks.pdf]

33. *We note that John Dalli had been linked to political corruption over decades and that he was active in Libya during the final decade of the Gaddafi regime at the same time Shaukat Ali was resident in Libya and working hand in hand with the regime. As we have set out in appendix 1.90, there are business links between the Ali and Dalli families going back to 2009 whereby Asad Ali, the son of Shaukat, was a shareholder in Corporate International Consultancy Limited (CICL), a company controlled by John Dalli's daughters, Louisa Dalli, and Claire Gauci Borda. We suspect that Shaukat Ali was introduced to Malta and Maltese politicians through John Dalli and that Dr Anthony J Cassar (and therefore Chris Spiteri) were also introduced to Shaukat Ali by Mr Dalli.*

34. *On 6 October 2011, it was recorded that President George Abela had a courtesy call from Anthony Cassar, Chaudhry Ali Shaukat (Shaukat Ali Chaudhry) and Asad Ali Shaukat at San Anton Palace. [23]*

35. *In view of what we have set out above it is our opinion that John Dalli introduced Shaukat Ali to Keith Schembri and Joseph Muscat.*

Involvement of Dr Muscat in the awarding of the Concession

36. *In our opinion, it was Joseph Muscat, Schembri & Mizzi who orchestrated the award of the Concession to VGH and who later made possible the transfer of the concession from VGH to Steward. Thereafter they appear to have done everything within their power to ensure that VGH, and subsequently Steward, were not deemed to be in default of their commitments under the SCA despite the fact that both concessionaires were in default. They did this by constantly 'moving the goalposts' for financial close, extending deadlines in many cases without Cabinet approval. Mizzi ensured Steward got GOM backed loans of circa €30M from BOV. Mizzi also entered into an agreement as late as summer 2019, when it was clear the SCA was not working, which granted Steward a potential future compensation settlement pay-out of €100M in the event the concession award proved to be deemed unlawful.*

37. *Steward now alleges in the papers lodged in defence of the recent court proceedings to remove them that they were promised by Muscat, Mizzi, and Schembri that the SCA would be totally revised in their favour. Instead, they allege that they were left with an unworkable and unbankable concession.*

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[23] [Batch 9 Pivot account formu34372202203221329 41.pdf - Page 71]

38. *As we set out in appendix 4.80 on the Origins and Development of the Concession Structures, the objective to develop Gozo General Hospital (GGH) and allow it to be used for medical education by third parties and a separate commitment to the principles of PPP were outlined in the Labour Party manifesto prior to the 2013 election.*

39. *In spite of the controversy over John Dalli's EU resignation, upon winning the election, in June 2013, Joseph Muscat appointed John Dalli as his health consultant and commissioned a report on the health sector.*

40. *As the GoM health consultant, John Dalli authored a report into the Mater Dei hospital. Released on 30 October 2013, "Mater Dei Hospital (A Better Social Return)" [24] noted that, "An organised, well managed, efficient patient centric hospital system can attract patients from countries where quality is inferior to ours (e.g. Libya)."*

41. *Media reporting of John Dalli's report also alleged widespread theft, a dysfunctional hospital management and highlighted the recommended use of foreign expertise to run Mater Dei for a given period. [25] It was critical of, and placed significant pressure on, then Health Minister Godfrey Farrugia, who subsequently resigned in March 2014. This paved the way for Konrad Mizzi to be given the additional responsibility by Dr Muscat for health and public/ private initiatives and his portfolio renamed the Ministry for Energy and Health.*

42. *As we set out in detail in appendix 4.80, Origins and Development of the Concession Structures, Konrad Mizzi and Keith Schembri, assisted by advisors, orchestrated the award of the thirty year Concession to operate the hospitals Shaukat Ali, and the investor group he had formed, namely Bluestone / VGH. We conclude that Shaukat was one of the original "architects" of the whole concession idea and can see his detailed involvement from June 2014.*

43. *We consider in greater detail in appendix 1.04 on Shaukat Ali, he may well have been in discussions with John Dalli from the summer of 2013 in relation to Mater Dei hospital and may have been exploring possible procurement fraud with Shapoorji Pallonji, the Dubai construction company initially awarded the Bart's contract. Whilst these 2013 matters require further investigation by police it is quite possible that Shaukat's vision for the Healthcare Concession predated even that of Mizzi, Schembri and Muscat.*

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[24] [21301021 report on Mater Dei for PM(1).doc]

[25] [Dalli calls for foreign management at Mater Dei.pdf]

44. *We consider Shaukat Ali as a person with significant power and influence who over the years has also been active in political circles in Pakistan, Libya, and Montenegro. In Malta, his power and influence were bestowed upon him by his political connections in Government, i.e. it is the politicians who made him what he is and in Malta they were Joseph Muscat, Keith Schembri and Konrad Mizzi.*

45. *In return, Shaukat Ali provided business opportunities, assisted with companies and bank accounts in Dubai and secured Accutor as a vehicle to facilitate payments derived from the award of the Concession for the benefit of Joseph Muscat, Keith Schembri and Konrad Mizzi.*

Dr Muscat was alerted to the unsuitable background of the Concession owners in 2016

46. *On 27 May 2016, just before VGH began operating the concession, Joseph Muscat was the sole recipient of an email sent "in the strictest confidence" from Shiv Shankaran Nair [26] who asked Muscat not to circulate for fear he would be sued by his UK partners and that he was sending it as a friend to protect him.*

47. *The email, which according to Shiv Nair was heavily redacted, had been sent to him from the CEO of a UK asset tracing company that he had a minority interest in. This UK company had been asked to investigate the Maltese hospitals' tender at the request of a Belgian law firm on behalf of their client who Nair believed was Maltese but stated that he was not privy to the name of either the law firm or the individual.*

48. *The email consisted of information obtained from VGH sub-contractors in Dubai including Shapoorji and a medical supplies company, Global Healthcare who had highlighted that they had serious doubts about Ram Tumuluri, the person who had brought them the project; the legitimacy of VGH, with it having no track record in any healthcare project; that VGH were having a lot of problems getting investors and; that Shapoorji and other partners had not been paid any money.*

49. *The email also asked, "...how was VGH awarded the contract? ...Who did the due diligence? ... "There are adequate grounds to appeal to the EU that the bidding process was a sham and that none of the companies met any of the criteria."*

50. *The last lines of the email referred to, "the project being touted in Dubai by Shaukat Ali, who claimed to be Chief Advisor to the Maltese PM" and*

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[26] [562642.partial.eml]

noted two dossiers attached, one on Shaukat Ali and one of emails from intermediaries.

51. *The content of this email forewarning Dr. Muscat formed the basis of an article posted three days later on Daphne Caruana Galizia's, Running Commentary website. [27]*

52. *Media reports and open source research indicates that Shiv Shankaran Nair was previously known in Malta as he had set up a meeting with the Qatari oil minister and had accompanied Konrad Mizzi on a trip to Qatar in 2013. He was set to be engaged as a GOM consultant, however in October 2013 it emerged he had been permanently blacklisted by the World Bank in 2000 for alleged corruption and this appeared to derail his recruitment by GOM. [28]*

53. *We do not find any reply to Shiv Nair from Joseph Muscat however, he forwarded the email that day to Keith Schembri without comment. [29] On 31 May 2016, Keith Schembri also forwarded the email to Konrad Mizzi without comment. [30]*

54. *In summary, immediately prior to the handover of the hospitals on 1 June 2016, Dr. Muscat, Keith Schembri and Konrad Mizzi were notified by a hitherto unconnected party to the Concession that an independent due diligence report had flagged significant concerns held by third party contractors about the legitimacy of VGH, the availability of finance and also asked, "How was VGH awarded the contract...Who did the due diligence?"*

55. *As we noted in appendix 4.80, Origins and Development of the Concession structures, in spring of 2016 following the release of the Panama Papers, the media were full of revelations about Government Ministers, their Panama companies, and the awarding of the Hospitals Concession.*

56. *On 1 June 2016, following Dr. Muscat's receipt of Shiv Nair's email and this being shared with Keith Schembri and Konrad Mizzi, Alex Muscat of OPM emailed due diligence, previously provided to OPM by MFSA Chairman, Joe Bannister, to Mario Galea of Malta Enterprise. Mario Galea then resumed correspondence with Mosaic Advisors in which he requested for further research on Oxley/Bluestone and urged discretion due to media interest. Mosaic had previously provided due diligence in*

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[27] [No. 2_HOSPITAL PRIVATISATION SCANDAL_John Dalli deals with subcontractors in Dubai ahead of tender_Keith Schembri pledges business to those who work with front man Ram Tumuluri_Daphne Caruana Galizia.pdf]

[28] [Muscat_ 'I had no idea' consultant blacklisted.pdf]

[29] [562642.partial.emlx]

[30] [628677.emlx]

October 2014 to Malta Enterprise. On 20 June 2016, Mosaic filed their updated report [31] which again raised questions about Bluestone's financial health, Ram Tumuluri's experience and in regard to Oxley remarked, "...such a large project may be beyond its own capabilities." The report concluded on Oxley, [32] "...we can see no evidence and have little confidence that the Oxley Group has the required funds available or has the relevant expertise to raise such funding for the Malta project."

57. *We find no evidence that Joseph Muscat saw the updated report on Bluestone/Oxley which his email to Keith Schembri may have instigated. However, the Mosaic report echoed the warning provided to him personally by Shiv Nair that VGH and Bluestone lacked credibility and sufficient finance to carry out the Concession project.*

58. *In a correctly functioning government where a project such as the Healthcare Concession, with significant political ramifications, would be subject to ongoing risk assessment, information such as that shared with Joseph Muscat by Shiv Nair may have prompted alarm and immediate remedial action.*

59. *Evidently, Dr Muscat did nothing to address the major issues identified in the Shiv Nair information that could potentially have, and ultimately did, derail the ambitions of his healthcare PPP to improve the hospitals and provide better healthcare for Malta's citizens.*

Involvement in the takeover by Steward

60. *When VGH became a liability due to the negative publicity and their inability to secure adequate finance to redevelop the hospitals' infrastructure, a new partner was sought. Steward Healthcare replaced VGH as partners in the Concession.*

61. *As noted above, Joseph Muscat and Keith Schembri made a trip together to New York from 18 to 25 September 2017 during which Mr Schembri met Armin Ernst to initiate discussions of Steward stepping into VGH's position as the holder of the Maltese Healthcare Concession.*

62. *We found evidence that Muscat was kept informed of progress in relation to the takeover by Steward. For example, Mr Ernst shared a timeline for completion of the transfer with Keith Schembri 24 December 2017 which Schembri shared with Muscat: [33]*

"Hi Keith

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[31] [Batch TP110 GOZO HOS EV BAG GGX10000629022032108121S.pdf - Pages 69-71]

[32] [Batch TP110 GOZO HOS EV BAG GGX10000629022032108121S.pdf - Pages 51 and 57]

[33] [586575 partial.emlx]

Attached please find a first draft of our timeline to closing of the transaction. Tight, but doable.

I have also cc'd David Meli. As discussed, he will be our representative with VGH and I also interface with you and GOM frequently.

As for Barts, we have secured a meeting on January 10 in London. Will send you the time separately. I will be there with Frank Pomposelli, our Steward liaison with Barts. I expect we will be talking about Steward, our commitment, state of construction and ability to deliver on time. Strong commitment from GOM by attending with at least one minister likely will be crucial to keep them in the game."

63. *Mr Schembri replied and was pleased to hear that Mr Ernst had chosen David Meli as his representative in Malta. [34]*

    "Looks good Armin and great to hear that you have chosen David to be your rep in Malta"

64. *On 24 December 2017 Mr Ernst let Mr Schembri know that a meeting had been organised for 10 January with Professor Bailer and colleagues at Bart's in London. Mr Schembri replied on 26 December 2017: [35]*

    "Hi Armin

    Would you like me to speak to Chris Fearne or would you like to speak to him yourself?

    K"

65. *Mr Ernst replied:*

    "Hi Keith

    As it is an official GOM mission, maybe you should talk to him first. After that, I can fill in the blanks. Sound good?

    A"

66. *Mr Schembri replied:*

    "In hand

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[34] [632130.emlx]

[35] [634555.emlx]

Good morning"

67. *Mr Schembri passed Mr Ernst's timeline email to PM Joseph Muscat on 26 December 2017 and we note that neither used their official government email addresses. [36] [37]*

68. *Also, on 4 March 2018 Mr Ernst updated Kurt Farrugia of GOM about significant restructuring that was to occur at Steward Malta the following week. Mr Ernst's email was passed to Keith Schembri and PM Joseph Muscat who foresaw a 'media shitstorm'. [38]*

69. *Mr Ernst's liaison with Dr Muscat and Keith Schembri on issues was also two way as on 6 October 2018 they sought Armin Ernst's intervention in relation to a woman who had applied to Steward for a physiotherapy role. [39] [40]*

Further involvement with Steward

70. *As set out in appendix 3.61 on Accutor AG, on 4 November 2019 Dr Ernst emailed Luke Savage (Managing Director MPT) in regard to Barts Medical School and told him of Konrad Mizzi's offer to meet MPT: [41]*

"Would it be of interest for the board to have a high level meeting with GOV officials? Minister Mizzi told me today that they would like to host such a meeting.

71. *Asad Ali became involved in the issue in November 2019. He still had a business development role at that time to give legitimacy to this but his involvement at this level appears to us suspicious. On 13 November 2019 he and Dr Ernst were to meet at OPM. He commented: "Everything will be clearer after that meeting". [42]. On 14 November 2019 Asad Ali gave another update to Alessandra Pace:*

"Konrad confirmed his presence and I also passed the MPT bios to him. OPM confirmed that PM will be there and will attend the beginning of the MPT

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[36] [586675.partial.emlx]

[37] [VGH aquisition timeline.xlsx]

[38] [586128.partial.emlx]

[39] [799837 partial.emlx]

[40] [13965.emlx]

[41] [message.body - Malta meeting.msg]

[42] [message.body - RE_ RE_ RE_ Meeting with MPT_(2) msg]

meeting. I don't know if we should coordinate with Ray on this or if OPM will be doing so themselves -will have to check."

72. *We therefore have Konrad Mizzi, PM Joseph Muscat, Asad Ali and Dr Ernst in the meeting. On 18 November 2019 Alessandra Pace was still organising the meeting when she emailed Asad Ali:*

    "Hey asad,

    Can you please let me know....I need to finalize this meeting asap."

73. *Asad Ali replied:*

    "Hi A,

    I am pushing them for a concrete response – today they are in Montenegro but will keep pushing."

74. *Ms Pace replied:*

    "Fuck it

    We'll send an email to ray and coress and hopefully have it sorted like that"

75. *We can see press coverage of Joseph Muscat and Konrad Mizzi in Montenegro on 18 November 2018 which appears to confirm that the "they" referred to is these two individuals. [43]*

76. *We have not attempted to establish whether in obtaining consent from GoM, Steward (or its 'second largest institutional shareholder') had received an undue advantage from the transfer of ownership or whether in transferring ownership rights from Steward to MPT, GoM's overall position would have been prejudiced. Our rationale for outlining the process of achieving the consent for the transfer of Barts Medical School is merely that it started in early August 2019 and therefore coincided with the advent of Steward's political support fund on 11 August 2019. After this time there appears to have been a period of rapid progression to a stage where the issue was presented to Cabinet. This may indicate that the issue had received undue intervention and support by Ministry of Tourism and OPM via the persons of Konrad Mizzi, Keith Schembri and Prime Minister Joseph Muscat.*

Muscat was present during key trips where nefarious deals appear to have been explored

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[43] [The murky energy project of Joseph Muscat and Konrad Mizzi in Montenegro _ The Shift News.pdf]

77. *As more fully detailed in appendix 3.03, from July 2015 to February 2016 Shaukat Ali was assisting Keith Schembri and Konrad Mizzi to open companies and bank accounts in Dubai. We note that Dr Muscat accompanies Keith Schembri and Konrad Mizzi to Dubai in early February 2016 and that Joseph Muscat travelled again to Dubai in late March 2016.*

78. *As more fully explained in appendix 4.40 on Steward Health Care International Ltd, Joseph Muscat and Keith Schembri were in New York to attend the annual United Nations General Assembly from 18 to 25 September 2017. [44] [45] [46] Whilst in New York Mr Schembri met Armin Ernst to discuss Steward stepping into VGH's position as the holder of the Maltese Healthcare Concession. [47] The meeting is also noted by NAO at page 30 of their 3rd report.*

79. *On 26 September 2017 Steward's Armin Ernst emailed from his gmail account to Keith Schembri's gmail account to follow up on their New York meeting. Mr Ernst commented: [48]*

"Dear Keith,

First, let me tell you that I very much enjoyed meeting up in New York City. It is always nice having reasonable discussions with a kindred spirit!

In follow up I did have some more internal discussions sharing your concerns and goals, which in summary are the need to preserve VGH as an entity and concentrate on exchanging ownership and improving management/ funding and to be sensitive to the political impact and appearance of any such change. I also emphasised the need that we establish a relationship which is governed by trust and sharing, transparent and truthful information. Lastly, we agreed on the fact that the result has to be the outstanding medical care the citizens of Malta and Gozo are entitled to expect in the quality facilities that have been promised.

Suffice to say, my brief and assessment was met with enthusiasm and understanding."

Dr Muscat kept Schembri and Mizzi in positions to control the Concession

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[44] [DOI – Press Photos (OPM)-40.msg]

[45] [OPM19092017o2.pdf]

[46] [Fwd Speech Mrs Muscat .msg]

[47] [Muscat to attend UN General Assembly in New York.pdf]

[48] [624685.emlx]

80. *As Prime Minister, Joseph Muscat held ultimate control over who came and went within his cabinet and what roles they were designated.*

81. *Dr Muscat acted in support of Konrad Mizzi and Keith Schembri and retained them in positions where they could still effect power over the Concession.*

82. *As we have set out in appendix 1.02, in early 2016 the release of the Panama papers revealed that Konrad Mizzi was the beneficial owner of Hearnville Inc. a Panamanian registered company held through a New Zealand trust. As detailed in appendix 1.01 there were similar revelations concerning Keith Schembri. By April 2016, amid the public outcry and allegations of political corruption in Malta, Joseph Muscat bowed to public pressure and reshuffled his cabinet wherein Chris Fearne replaced Konrad Mizzi as Minister for Health. One would expect that this would mean a complete exit from Cabinet and removal from power for Konrad Mizzi. However, Joseph Muscat retained him as a Minister within the Office of the Prime Minister where he retained control over the healthcare Concession. Whilst in public he had been removed from post but behind closed doors and crucially, in regard to the Concession, it was business as usual.*

83. *Konrad Mizzi continued to be the GOM representative in terms of amendments to the Concession and remained so following his appointment as Minister for Tourism in June 2017. All of the agreements he signed, in our opinion and on balance, offered more favourable terms to the Concession operators, whether that was VGH or Steward.*

84. *Examples of this are: -*

- *The Side Letter dated 19 May 2016 [49] to provide GoM with a fully executed copy of the VGH Financing Agreements by 19 February 2017 (the Longstop Date) following the waiving of condition set out in Clause 3.3.1.9 of the Services Concession Agreement.*
- *The Side Letter dated 14 February 2017 [50] extended the Longstop Date of previous Side Letter from 19 February 2017 to 30 June 2017*
- *We note that these two Side Letters were signed by Konrad Mizzi while he was Minister within the OPM before he was appointed as Minister for Tourism. [51]*

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[49] [JAN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 561-564]

[50] [JAN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 579 and 580]

[51] [Parliament of Malta - mizzi konrad 12th Legislature.pdf]

- *The Side Letter dated 23 June 2017 [52] further extended the Longstop Date from 30 June 2017 to 31 December 2017.*
- *Further agreements were signed on 22 June 2018 [53] and 13 November 2018 [54] between GoM represented by Konrad Mizzi & Steward Malta Management & Steward Malta Assets & Bank of Valletta whereby €5M overdraft and €3M loan were covered by GoM.*
- *On 17 July 2019 an agreement was signed [55] whereby the Bank granted a term loan facility in the aggregate amount of €22,250,000 in favour of Steward Malta Assets Co and a term loan facility of €5,900,000 in favour of Steward Malta Management covered by GoM.*
- *The Agreement dated 27 August 2019 [56] stated that if by way of any applicable law or final order, judgment, decision, notice, decree...any of the Transaction Agreements are wholly or partially rescinded, terminated...shall be deemed to be a Non Rectifiable GoM Event of Default.*

85. *We refer to the evidence of Chris Fearne [57] to Judge Francesco Depasquale who highlighted his experience as Minister for Health in negotiations with Steward Healthcare,*

"Dwar il-ftehim li sar minn Dr Konrad Mizzi fis-27 ta' Awissu 2019 fejn il-Gvern obbliga ruħu li jħallas penali, Dr Fearne saħaq illi dana seħħ fiż-żmien illi kienu qed isiru affarjiet ad insaputa tiegħu u minn wara dahru minn Dr Mizzi, u li għalhekk huwa ma kien jaf assolutament xejn dwarhom."

"Regarding the agreement made by Dr Konrad Mizzi on 27 August 2019 whereby the Government undertook to pay a penalty, Dr Fearne stressed that this happened at a time when Dr Mizzi was doing things without his knowledge and behind his back, and that therefore he knew absolutely nothing about them."

"...anke waqt in-negozjar kont qed ninduna li minkejja kont qed ninnegozja jien u nitkellem jien ma' Steward, kienu qed isiru negozjati in parallel ma' ... ma'... mal-Ministru Mizzi..."

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[52] [JAN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 583 and 584]

[53] [JAN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 681-691]

[54] [JAN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 681-691]

[55] [JAN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 723-743]

[56] [JAN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 759-772]

[57] [Concession Judgement DR FRANCESCO DEPASQUALE February 2023.pdf - Pages 281 and 292]

"...even during the negotiation I was realising that despite the fact I was that I was negotiating and having talks with Steward, negotiations were taking place in parallel with ... with ... with Minister Mizzi." (Translations provided by Magistrate Gabriella Vella)

86. *In our opinion, the obvious question here is, why did the Minister for Tourism engage in parallel negotiations with Steward Healthcare and subsequently sign an agreement which would make GoM liable should the Concession agreement be terminated for any reason.*

87. *Perhaps more importantly, who in GoM directed Konrad Mizzi to engage in the negotiations with SHCIL that we now know resulted in a €100 million default in addition to the clearing of all bank loans incurred.*

88. *We consider it unlikely that Konrad Mizzi was operating at this time without the blessing of Joseph Muscat.*

Reference to Joseph Muscat in Stewards deposition

89. *In the Appeal application filed by Steward Health Care Malta, Prime Minister Joseph Muscat is the 1st named defendant. Steward asserts that Muscat played a detailed role and made important promises in meetings and negotiations with Steward regarding the take over of the Concession from VGH. The also state their clear understanding that he had been similarly involved in negotiating the "MoU" with VGH.*

90. *Key mentions of Muscat's role are in the following paragraphs of the Appeal application:-*

36. Steward, in what was its first investment in the European Union, took over from VGH in February 2018. It did this (a) in good faith, assuming, based on the tender having been led by a Government of a Member State of the European Union, the existence of a due process culminating in the granting of the Concession to VGH and (b) based on explicit, significant and material assurances from GOM, through the Prime Minister, Chief of Staff and the Minister of Health and Tourism, that the Concession would be restructured to make it sustainable and capable of obtaining necessary financing, that is, to make it "bankable". This was a necessary condition for Steward to take on the Concession and be able to guarantee the long-term sustainability of the services offered. These promises and assurances will be explained in greater detail further on in the Appeal.

53. The – very different – truth is that the Concession began to unravel under VGH's inevitable failures and the Government of Malta's (and, particularly, the Ministry of Health's) now publicly confirmed lack of

oversight. It therefore comes as no surprise that, in an effort to mask its improprieties, the Government of Malta sought a world-class health care system to take over the Concession.

54. As part of this effort, GOM, through its Prime Minister, Chief of Staff and Health and Tourism Minister at the time, made significant and material representations to Steward (the largest privately held for-profit hospital system in the United States) in order to induce Steward to take over the concessionaire and with it, the concession to which GOM was the counterparty. Such representations did result in engagement with GOM in the drafting of new terms to the Concession, but were ultimately never finally honored.

73. It further transpires that the very persons who negotiated the said MoU with VGH on behalf of GOM – chiefly, then Prime Minister Chief of Staff Mr. Keith Schembri – were the same Government officials who later spearheaded discussions with Steward, emphasizing the "urgency" for Steward to step into the Concession replacing VGH. The sequence of events suggests that the supposed urgency was not solely related to a bona fide concern about the healthcare system in Malta, but was also a pretext on the part of GOM to attempt to cover its tracks (including visa-vis Steward) and to find a seamless fix to a failed concession.

84. In addition to several other meetings with representatives of the Government of Malta, a meeting was held in December 2017, between Steward and high representatives of the Government of Malta, including Prime Minister Dr Joseph Muscat and the Government's Chief of Staff Mr Keith Schembri, during which Steward set out its substantial concerns about proceeding with the acquisition in circumstances in which it would not be possible to carry out full customary due diligence in order to determine the extent of the liabilities accumulated by VGH and that the Concession would require restructuring in order for it to be economically and commercially viable.

101. The development and construction of Barts Medical School merits specific attention. Upon Steward taking over the Concession at the Government of Malta's behest, the completion of the construction of Barts – which, as stated, had stalled under the VGH administration – was clearly and specifically indicated to Steward as a priority by Joseph Muscat – the Prime Minister on behalf of the Government of Malta. Steward at the time intervened the heal a worsening relationship with Queen Mary University of London (QMUL), which was threatening to leave Malta and Gozo as its students had no facilities to continue their clinical studies in. There were initial high-level meetings between Steward and QMUL leadership in London and Malta,

with a view to re-engage and realign objectives, and monthly steering group meetings involving all stakeholders (Steward, QMUL, Government) were resumed.

209. It is true that when Steward entered into the Concession, it knew that the Concession was under pressure due to shortcomings of Vitals and lack of oversight by the Ministry of Health, even if it had absolutely no knowledge of the problems which were subsequently uncovered in the NAO Reports, and which justified the letter of protest sent to Prime Minister Robert Abela on the 28 September, 2021. Steward however, entered into the Concession after promises which were made to it, including by the Prime Minister, Minister of Health and Chief of Staff of the epoch, that the Concession was going to be renegotiated to be financially viable. Promises that were breached and faded into nothing

211. Therefore, if there is a defrauded party, a party in error from a contract law point of view, it is not the Government but Steward, that, in good faith, relied on the assurances given by the highest-ranking representatives including the Prime Minister, Deputy Prime Minister and Minister of Health, and Chief of Staff of the Government of a European Union Member State, with which it was discussing in good faith, the basis of its investment.

Dr. Muscat's Evidence Given to Judge Francesco Depasquale

91. *Summing up of the evidence provided by Joseph Muscat in the recent case to annul the Concession, Judge Francesco Depasquale noted that the former Prime Minister had said that it was his decision that St Luke's Hospital as well as Karin Grech, and the Gozo General Hospital should have appropriate investment to restore them to a good state and to provide the citizen with a better service.*

92. *Dr. Muscat's evidence is summarized as follows: -*

- *As GoM had no money to invest, he had instructed the entities concerned to abide by a public call.*
- *The project was discussed by the cabinet twelve times, until it was eventually approved by the whole Cabinet.*
- *He was aware that third parties (who would become VGH) made a proposal to Malta Enterprise about investment in hospitals but, following a presentation made to Dr Konrad Mizzi and Mr Chris Fearne, he was informed that the proposal made was not in line with the vision to modernise and engage in private involvement.*

- *He accepted the SHCIL takeover from VGH on the basis that, where you have a leading American international company that is seeing how to expand its horizons outside the United States and want to enter Malta, it would be irresponsible for that Government not to allow this to happen.*
- *He was unaware of the existence of a €100 million contract or any agreement to that effect. However, he was aware there is an agreement that if the Government will take back all the assets involved, the Government will have to make good on the local Bank which lent the money.*
- *He insisted that he did not intervene in the selection process and left it up to the then Ministry for Energy, Health and Projects, Dr Konrad Mizzi.*
- *He insisted there was no connection between the Memorandum of Understanding and the Request for Proposals since both had different parameters.*
- *He pointed out that Steward's involvement was not the result of any Government intervention, but came of their own accord, while he was not in a position to say whether it was actually Vitals who approached them.*

The appendices in which Dr Muscat features

93. *The main appendices in which we set out our findings on Dr Muscat have been detailed above but he is also mentioned in the following appendices: -*

	Appendix
Keith Schembri	*1.01*
Konrad Mizzi	*1.02*
Shaukat Ali Chaudhry	*1.04*
Kamal Sharma and Tyrone Greenshields	*1.55*
John Dalli	*1.90*
Malta Healthcare Caterers Limited & James Caterers	*2.50*
Accutor Companies – Analysis of Payment and	*3.63*
Spring X Media	*3.71*
Senior Debt Finance	*5.140*

Shaukat Ali Chaudhry, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L - Appendix 1.04:

1. *In our opinion, Shaukat Ali is of central significance to the Healthcare Concession. His role is evident from the outset of the Concession*

concept, throughout its various incarnations, and probably continues to the present day. The evidence for these opinions is set out below in this appendix.

2. *Shaukat Ali (Shaukat) is an international businessman who has been convicted and then presidentially pardoned of two huge bribery and political corruption scandals in Pakistan. He and John Dalli also worked closely together in Colonel Ghaddafi's notoriously corrupt regime in Libya where he was influential in the Libyan health system. He therefore has a long track record of working closely and corruptly with government officials in large scale public projects. He moved from Libya to Malta around the time of Ghaddafi's fall and is now not only a Maltese resident but is also a Maltese national.*

3. *In our opinion, he was from the outset a principal mastermind behind the Concession fraud, a principal beneficiary of monies diverted from it, and a principal conduit of monies channeled to other concealed beneficiaries including GOM officials. The picture that emerges from the data is of a man who was everyone's trusted advisor and father figure, who could rapidly ingratiate himself with the leaders of companies and countries, and who was always in the background pulling the strings and receiving the biggest rewards.*

4. *Officially the Ali family had no ownership in the Hospitals Concession. However, in our opinion, the cumulative evidence of the findings set out in this appendix strongly suggests that Shaukat Ali and his family were probably the majority stakeholders and a controlling force behind the companies operating the Concession. Shaukat was referred to by the Concession's CEO, Armin Ernst as the concession's majority shareholder and was closely consulted in the various restructurings of ownership both pre and post tender, including those involving the Jersey companies and the takeover by Steward.*

5. *Their ownership and control of many of the entities they operate through is often concealed and is often revealed only by unguarded communications from their agents and other key players. We found that frequent use was made of share options by many of the companies closely involved with the Concession. These enabled the owners to remain invisible unless and until some event such as a corporate sale provoked them to exercise their options. The cumulative evidence of their concealed ownership and control suggests to us that this device may well have been used by Shaukat and his family although no documents to prove this have been found.*

6. *We found considerable evidence that the Ali family were in a close relationship and probably a leadership role with most if not all of the other key players both in the private sector and GOM. We found evidence of Mark Pawley, Ram Tumuluri, Armin Ernst and their agents, together with the principle GOM representatives reporting into Shaukat and his family. There are strong indications that Tumuluri and Pawley were his "puppets". We also note that Saba Abbas always regarded the Ali family as her 'real' bosses and it was Shaukat and his son, Asad, that Armin Ernst and Keith Schembri involved regarding the takeover by Steward.*

7. *In summary we found that Shaukat: -*

- *Had a business footprint and connections to politicians in Malta prior to the concession.*
- *was one of the original "architects" of the whole concession idea.*
- *influenced the recruitment of significant players and investors.*
- *was a signatory to the MoU with GOM which preceded the RfP.*
- *was designated as a "local partner" in the structures originally proposed to operate the Concession.*
- *concealed his ownership and control to prevent association and due diligence in the tender process.*
- *was consulted or reported to on each major issue once the Concessions was awarded both under VGH and then Steward and in the moves to replace VGH with Steward.*
- *was there from the start to the finish and all times in between.*
- *Was, together with his family, the single biggest recipient of monies derived from the Concession.*
- *together with his family, had huge 'consultancy fee' arrangements with both VGH and Steward.*
- *was given the largest and most expensive company car of any person involved with the Concession.*
- *Installed his wife, sons, and 'unofficial daughter' as key officials in both the VGH and Steward administrations giving him influence and oversight in addition to his official 'consultancy' roles.*
- *was, together with his family, central to many of the procurement scams which fed off it.*

together with his family paid bribes to key individuals in Concession companies in connection with their procurement frauds.

It is our opinion that the deep level of trust and close business and personal relationship between Mr. Schembri and Shaukat Ali and his two sons provided the nexus between GOM and OPM. These long-term close relationships with leading political figures gave the Ali family a huge advantage in their commercial dealings.

8. *The monies the Ali family obtained in these ways from the Concession were largely channeled to bank accounts and entities in Dubai and Switzerland which have close connections to Keith Schembri, Konrad Mizzi and Joseph Muscat.*

9. *It is our opinion that the deep level of trust and close business and personal relationship between Mr Schembri and Shaukat and his two sons provided the nexus between GOM and the Ali family which seems central to the Malta Healthcare Concession.*

10. *The consortium originally developed by Shaukat and his financier agent Muhammad Walajah was structured to include international investors but set aside at least 30% for what were termed "Local Partners". On paper these were Shaukat and Walajahi but we note that Walajahi was not Maltese and the words "local" and "partners" may imply that other Maltese citizens were somehow involved. In our opinion, it is unlikely that the PPP could have been awarded or effectively operated without the authority and influence of Mizzi, Schembri, Muscat and Shaukat. As such they appear to have held the balance of power even though the extent of their involvement was concealed. We also note that once the MOU was signed Walajahi was removed and replaced with Shaukat's son. These "Local Partners" hold over the Concession appears to have continued as international "Investors" came and went, for example when Steward took over VGH from Bluestone and probably continues to this day.*

11. *As soon as the concession was awarded in June 2015, Shaukat assisted Schembri and Mizzi in their attempts to open bank accounts in Dubai. He sought firstly to open bank accounts in Dubai for their Panamanian companies (Tillgate and Hearnville) and then formed four new Dubai based companies for them and facilitated them in their attempts to open related Dubai bank accounts.*

12. *Whilst we can see millions of Euros flowing to bank accounts and companies under the Ali family's control, their use of offshore secrecy jurisdictions such as Switzerland, Dubai and Tunisia, means that in most cases we are unable to see the onward flows and ultimate*

beneficiaries. Payments to, and other arrangements for the benefit of, their political allies therefore remain undisclosed although a few instances have been found.

13. *It seems significant that of all the investors that signed the initial Memorandum of Understanding (MoU) with the GoM, Shaukat Ali is the only one who has remained in play.*

14. *Given that Shaukat features in so many areas and in so many appendices it is a challenge to summarise our voluminous findings in relation to him. A preliminary appreciation of his role and his likely rewards from this can be gained by reading the key appendices noted in the table below. These appendices however give only a partial picture. Therefore, in the rest of this appendix certain key points from these together with key points from the many other relevant appendices are briefly combined to give a fuller understanding of our findings.*

	Appendix
Keith Schembri	*1.01*
Origins and development of the Concession	*4.80*
Vitals Global Healthcare Limited	*4.01*
Steward Health Care International Ltd	*4.40*
Shaukat Ali Chaudry & family - relationship & business associations with Keith Schembri	*3.02*
Mount Everest FZ LLC	*3.20*
Mount Everest General Trading LLC	*3.30*
Accutor AG	*3.61*
Gateway Solutions Ltd	*2.00*
Procurement Fraud	*2.200*

Concession funds paid to the Ali family and the entities they controlled

15. *In appendix 3.01A we have set out the amounts paid directly from Concession funds paid to the Ali family and the entities they controlled. Only transactions paid to the Ali family after 29 September 2016 are included. This is the date the first tranch of GOM money was received. This can be summarized as:*

			TOTAL	**TOTAL**	**TOTAL**

	VGH	Bluestone	VGH/ Bluestone	Steward	Concession
	€	€	€	€	
To Shaukat Ali, his family & Global Assets Holding Ltd	503,950	1,319,697	1,823,647	886,296	2,709,943
Mount Everest FZ LLC	-	1,475,204	1,475,204		
Mount Everest General Trading	-	3,545,244	3,545,244		
	503,950	6,340,145	**5,020,448**	-	5,020,448
Total			**6,844,095**	**886,296**	**7,730,390**

16. *In addition to these monies, we found significant additional amounts were paid to the Ali family from Steward US under the STE Health Co consultancy agreement (see below and appendix 3.63) of just under €2M. We note that the agreements suggest that several million Euros more was payable, but we are unsighted as to how / when or whether this was paid. In addition, there were many large amounts, probably totaling many millions of Euros, which went to them from Procurement Fraud as set out in appendix 2.200.*

17. *It is difficult to accurately estimate the total financial benefit the Ali family received from their involvement with the Concession due to lack of the necessary records. However, in total we estimate it was probably well in excess of €10M and quite possibly double that.*

Personal details

18. *Shaukat was born on 19 March 1951 in Sheikhupura, Pakistan. [58] He obtained his Maltese residency in August 2014. [59] We note that this*

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[58] [Shaukat Ali Chaudhry pdf]

[59] [BATCH CS77 GLOBAL ASSETS BOX DB20343132022031910504).pdf - Page 529]

coincided with the early stages of his role in the Hospitals project in the summer of 2014.

19. Shaukat is a Maltese resident and a Maltese national. A thorough search of the data made available to us does not find a residency certificate or a copy of his residency card. However, what we have found is that: -

- Shaukat has residency in Malta # MT8778324 and has held 3 Maltese passport 1172867, 1204520 which expires 21/07/2025 and 1295834 which expires 14/09/2027 so he is not only a Maltese resident he is also a Maltese national.
- In his full name Shaukat Ali Abdul Ghafoor Khan he held a Pakistani passport KE673406 which expired 03/08/2010, Pakistani passport G467922 expired 18/03/2005 and Libyan passport 951510 expired 08/04/2010.
- In the name Shaukat Ali Chaudhry he held Pakistani passport CC4196284 which expired in 30/10/2017. [60] [61] [62]

20. Care is needed when using the Chaudry element of Shaukat Ali's name and understand that variations in its spelling are used. For example, Pakistani passport number CC4196284, was issued on 31 October 2012, expiry 30 Oct 2017 - Surname: CHAUDHRY Given names: SHAUKAT ALI (father's given name Chaudhry Abdul Ghafoor) and his Maltese residency permit number MT0031719, issued on 8 August 2014, same name as passport and there are copies of both documents certified by Spiteri. However, documents held by the Malta Business Registry submitted by Spiteri use the surname CHAUDRY. Shaukat does appear to have had use of two passports, in addition to that above, another Pakistani passport, KG617268 which is most often noted on company docs submitted by Spiteri.

21. The following page summarizes the Shaukat Ali family tree.

22. Details of the addresses found in the data for Shaukat and his family are set out in appendix 1.200.

The testimony of the owner directors of Accutor AG

23. In appendix 1.55 we have summarized the testimony of Kamal Sharma and Tyrone Greenshields, the owner / directors of Accutor AG. We found their testimony credible given the correlation of many parts of it

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60 [Maltese Passport.pdf]

61 [NCW57 – HC00005220211126080652.pdf]

62 [IDs Chaudry.pdf]

to the documentary evidence we have set out throughout this report. It provides useful context to Shaukat's role. From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wasay Bhatti they testified that:-

- *Shaukat was definitely the person in charge but in the background often silent.*
- *Ram Tumuluri was clearly a puppet of Shaukat (who rescued him from financial destitution) and other guys. Mark Pawley was a peer level to Ram Tumuluri.*
- *Shaukat told Sharma that Steward Healthcare US owns 70% of Steward Healthcare International. Shaukat Ali and his hidden investors/partners/ benefactors own the other 30%.*
- *Shaukat told them that Mizzi, Schembri and Muscat were in the Concession deal with Shaukat with both VGH and Steward and that €18,000,000 a year was going to that group from the concession.*
- *Shaukat told them that from the VGH deal, he was personally making €100,000 a month, his son Asad Ali was making €60,000 a month, and his son Wajid was making €25,000 a month.*
- *Shaukat said he secured a €17,000,000 settlement from Steward for Ram Tumuluri.*
- *In the beginning there was Mount Everest in Dubai, then they set up Jersey companies (part of which was VGH Europe AG), then they tried setting up stuff in the Caymans.*
- *Sharma understood that VGH Europe AG belonged to the Ali family.*
- *Sharma understood that Spring Healthcare was a partner company of the Alis and Bhatti.*
- *Shaukat claimed he was paying Muscat €15,000 per month.*
- *Sharma understood the owners of Technoline to be the Alis and the people behind the Alis and that was a way to make more money from the concession beyond the €18,000,000 a year.*
- *The payment of €250,000 made by Sonia Tumuluri to Accutor in reality was intended for Shaukat in thanks for the settlement he secured for them from Steward.*
- *The relationship between Shaukat and Bhatti seemed to be like business partners of some description but outside of Accutor with Shaukat in the background.*

- *When they fell out with Bhatti, Shaukat and Asad played the role of "punji" or mediator.*

His role prior to the awarding of the Concession to VGH

24. *We have set out our findings concerning the origins of Shaukat's links to Maltese politicians later in this appendix but essentially we found that he had a long and close involvement with John Dalli and through him appears to have met the other senior Maltese politicians who feature in this Inquiry.*

25. *We have detailed our findings on the Origins and Development of the Concession Structures in appendix 4.80 and Shaukat features prominently in that. We conclude that Shaukat was one of the original "architects" of the whole concession idea and can see his detailed involvement from June 2014. However, as noted later in this appendix, he may well have been in discussions with John Dalli from the summer of 2013 in relation to Mater Dei hospital and may have been exploring possible procurement fraud with the Dubai construction company ultimately awarded the Bart Medical School contract also in 2013. Whilst these 2013 matters require further investigation by police it is quite possible that Shaukat's vision for the Healthcare Concession predated even that of Mizzi, Schembri and Muscat.*

26. *As also detailed in appendix 4.80, Shaukat influenced the recruitment of significant players and investors to the consortium and was a signatory to the MoU with GOM in October 2015 which preceded the RfP. In that document he was designated as a "local partner" to own a 30% stake in the structures originally proposed to operate the Concession. The 'local partners' appear to us to have comprised Shaukat and his associates who would put little or no money in but "owned" the concept and had the political leverage to bring it to pass (probably with the assistance Keith Schembri, Konrad Mizzi, and others).*

27. *It is in our opinion significant that of all the investors that signed the initial Memorandum of Understanding (MoU) with the GoM, Shaukat Ali is the only one who has remained in play up to recent times.*

28. *As set out in appendix 4.40, at this time we find that emails from the investor group consistently go up to Shaukat Ali and across to Keith Schembri.*

29. *However, in the run up to the tender he concealed his ownership and control to prevent association and due diligence in the tender process. The tender bid fee was still paid by Asad Ali (see appendix 4.01). The*

apparent change in the structure of the consortium was accompanied by a raft of rapidly produced contracts in May 2015. These took the form of very large and confidential consultancy agreements Shaukat and the appointment of his wife Fakhra to Bluestone's board of directors. Shaukat's financial controller Saba Abbas was shortly afterwards brought to Malta to oversee the finances of VGH. The consultancy agreements with Shaukat enabled him and his family to nefariously extract around €6.2M of concession monies within two years of the award of the concession. These matters are set out in more detail in appendices 4.80 and 4.01.

30. *As detailed in appendix 3.02 and 3.03, Shaukat Ali's relationship with Keith Schembri included his assistance in opening companies and bank accounts for Mr Schembri and Dr Mizzi in Dubai. GOM approved VGH as the successful bidder on 23 June 2015 and at the start of July Shaukat commenced work to set up bank accounts and offshore companies in Dubai for Konrad Mizzi and Keith Schembri.*

Shaukat's arrangements with Bluestone which led to payments of €6.2M from Concession monies.

31. *Although he held no official ownership or directorship of Bluestone, Shaukat Ali was closely involved with the affairs of the company (and the Vitals companies) in his role as 'Senior Consultant'. Four members of his family, including his two sons and two wives were also given roles in Bluestone from which they received substantial remuneration packages and related benefits including motor vehicles, health insurance and travel.*

32. *The arrangements Shaukat made with Bluestone are set in appendix 3.10 and summarised below. They enabled entities controlled by him to extract €6.2M of Concession monies. This made the Ali family the biggest beneficiaries of Concession monies remitted to Bluestone, far exceeding the amounts paid to the supposed official owners of Bluestone over the 3 years that it traded. These monies were extracted under the guise of success fees but are at best indicative of Shaukat having significant control over the finances of Bluestone.*

33. *By agreement dated 25 February 2015, Bluestone Investments Ltd (the owner of the concession companies) agreed to pay Shaukat Ali / Mount Everest FZ two success fees:*

    1. *€3M if Bluestone acquired funding either through a long-term bond or by listing and trading on public markets. Despite no such major finance having been attained, the €3M was paid to Mount Everest GT in July 2017.*

2. *€2M if the Bluestone / Vitals group of companies won the Concession. This should not have been properly due under circumstances in which the concession was subject to a predetermined award process apparently influenced by Dr Mizzi and Mr Schembri (and Mr Schembri's trusted associates, Robert Borg and Manual Castagna). The €2M was paid between October 2016 and July 2017.*

34. *The existence of two separate agreements of the same date raises the question as to why separate agreements would be deemed necessary between Bluestone and Mount Everest and why Shaukat Ali's role for Bluestone was deemed so critical that it warranted him potentially earning the relatively enormous sum of €6.2M (€5.0M + €1.2M) in the first 2 years of the Concession beginning 1 March 2015.*

35. *As detailed in appendix 3.10, we expect that the two consultancy agreements were most likely prepared after 11 May 2015 (once Bluestone/Vitals was agreed as the group submitting the concession bid) but backdated to 25 February 2015. The possible reasons for backdating of the agreements are not immediately clear but if they were prepared after the concession agreement between the three Vitals companies and GOM had been finalised in November 2015 then the success fee for €2M that was supposedly dependant on signing the final agreement with GOM could not have been a success fee but instead may have been an agreed payment that recognised Shaukat Ali's (and others) personal contributions to the project from as early as 2014.*

36. *As he did not have an official stake in Bluestone, Shaukat Ali had no official ownership or control over the Vitals group or the Maltese Healthcare Concession. However, he and his family members' various links and associations with Bluestone, along with his shareholding in Pivot, which would have given him part ownership of the Maltese Healthcare Concession, but which was foregone to avoid due diligence on its directors, gave Shaukat Ali a high degree of operational control within Bluestone. This control is ultimately shown through Shaukat Ali and his family becoming the primary benefactors of major consultancy payments from Bluestone and Vitals.*

37. *In addition to the success fees of €5.0M a second agreement of the same date (25 February 2015) provided that Bluestone would pay Mount Everest / Shaukat Ali, €100,000 per calendar month for his role as 'Senior Consultant' to Bluestone. The existence of two separate agreements of the same date raises the question as to why separate agreements would be deemed necessary between Bluestone and Mount Everest and why Shaukat Ali's role for Bluestone was deemed so*

critical that it warranted him potentially earning the relatively enormous sum of €6.2M (€5.0M + €1.2M) in the first two years of the Concession beginning 1 March 2015.

38. *These payments totalling €6.2M made Shaukat / Mount Everest the single biggest beneficiary from Bluestone over the 3 years that it traded. All of the €5M was funded from the Maltese Healthcare Concession in what appears to us to have been a misappropriation of public funds.*

39. *In our opinion, such was the enormous value connected to the two agreements and the circumstances of the two success fees (Shaukat Ali, Mark Pawley and their fellow promoters had already signed the MOU with GOM in October 2014 and major finance was never obtained), the success fee consultancy agreement which supposedly was for the services of one man (Shaukat Ali), was not only an uncommercial agreement but an abnormal agreement.*

40. *Despite their liquidation in March 2016, the incorporation of secret companies in Dubai for Mr Schembri and Dr Mizzi by Shaukat Ali in August 2015 (appendices 3.50 & 3.51) also raises the suspicion that not all of the €5.0M paid from Bluestone to Dubai between October 2016 and July 2017 was for the sole benefit of Shaukat Ali / Mount Everest.*

41. *In late October 2015, Bluestone Investments Malta Ltd (BIM) also entered into a consultancy agreement with Global Assets Holdings Ltd (GAH), whereby GAH would act as Procurement Consultant for BIM for a fee of €25,000 per calendar month. GAH received approximately €340,000 from Bluestone from January 2016 to April 2017. The agreement was signed on behalf of GAH by Aasia Parveen Shaukat, wife of Shaukat Ali, and Ram Tumuluri on behalf of BIM. This agreement was one of a number that enabled funds to flow to the Ali family. Further detail on this consultancy agreement and the money flows involving GAH is set out in appendix 6.30.*

Bluestone had the appearance of being a family business of the Ali's

42. *Appendices 3.12 and 4.13 show summaries of payments from the bank accounts of VGH and Bluestone respectively. It is striking that five members of the Ali family personally receive money together with cars, private health insurance, and credit cards. Together with the transfers to the company's they control, a total of €6.3 million was taken out by them in the VGH period.*

43. *By contrast, the supposed UBO Mark Pawley received only €333,000. His company, Blackrun Corporate, also received €200,000 although it is not clear whether this was for Pawley personally or his investors.*

44. *Ram Tumuluri was given a company car but received not even his salary as Managing Director as this was simply deferred. As set out in appendix 1.13, he later claimed €1.6 million from Steward for "pending salary" for the period March 2015 to February 2018.*

45. *When Steward took over the concession in February 2018 they immediately sent €2.5 million to Accutor AG describing it as "certain termination payments" for the benefit of Ram Tumuluri. However, appendix 3.63B shows that only €1.2 million of this was forwarded to Tumuluri (by instalments starting after a delay of five months). Of the rest, appendix 3.63B shows that around €650,000 was distributed to the Ali family, €105,000 was transferred to Mount Everest GT, and €620,000 was sent by degrees to Bluestone to cover what appear to be Ali family expenses. Appendix 3.11 shows €640,000 being received by Bluestone in the "post-Steward takeover period" (of which the €620,000 from Accutor AG is the main part) and appendix 3.12 for the same period shows that this mainly paid credit cards, travel and car expenses which appear to be for the Ali family plus the professional fees of their advisers.*

Armin Ernst refers to Shaukat as "the major shareholder"

46. *By December 2016 Dr Ernst had begun to question the viability of VGH remaining in management over the concession (see appendix 3.20). It is in our opinion notable that he turned to Mr Ali and Keith Schembri for assistance. Neither had any official role (other than consultancy) in VGH and he refers to Shaukat as "the major shareholder".*

47. *On 19 December 2016 Ernst emailed Shaukat stating that "... you as the major shareholder should be asking for the assessment and the necessary meeting..." [63]*

48. *The following day, in an email addressed to Shaukat, Dr Ernst openly discussed replacing VGH with the Steward Group or with a Saudi conglomerate or United Health. [64]*

49. *Again, in an email of 24 January 2017 Dr Ernst stated "Ram now officially aware of final stance on payments. Keith and Mr Shaukat, time to double pressure on him to sign over the shares". [65] In light of*

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[63] [message.body - FW_FW_FW_assessme.msg]

[64] [Risk assessment VGH 12.20.16.docx]

[65] [806417.partial.emlx]

his earlier emails, it seems likely that he is referring to the "sign over" of shares Ram was somehow holding for Shaukat.

50. *Further insight into Mr Ali's role and influence (including his apparent ability to give the CEO of VGH three months leave of absence) is provided in an email Dr Ernst sent to Shaukat Ali when he resigned from his post as CEO of VGH on 28 August 2017. In an attached letter to Ram Tumuluri he states, " I have not been allowed proper oversight of budgets, not been given full access to accounts, and not been given authority to negotiate the majority of contracts or agreements regarding services rendered by the Company" "After our discussions in January (2017) about these issues, you proposed I take a three month leave of absence with pay through April to allow the Company to address a number of internal management issues. We again discussed these issues in May, and I agreed to allow the Company additional time to correct and cure. It is apparent that the underlying issues have not been corrected..." [66]*

Shaukat as "the major shareholder" in the Concession

51. *In appendix 4.10 we set out how approximately two months after GOM had begun to make payments to VGHM under the Maltese Healthcare Concession, Dr Ernst emailed Shaukat Ali with his private concerns over the control and particularly the financial control of VGHM. Dr Ernst was writing to Shaukat Ali with the stated intention of raising "issues that require the owners' attention". Dr Ernst specifically referred to owners' (plural). He could have raised the issues in his email directly with the sole registered UBO, Mark Pawley, but chose to email Shaukat Ali instead and left it to Shaukat Ali's discretion as to whether to share the email with Mr Pawley. Dr Ernst in a later email explicitly referred to Shaukat as "the majority shareholder".*

52. *In our opinion reference to Shaukat Ali as 'the major shareholder' also indicates either:*

- *his family's share of the project post May 2015 was increased through some private instrument beyond the 30% that they would have previously been entitled to through their ownership of Pivot Holdings Limited (appendices 6.50).*

OR

- *the shares in Bluestone Investments Malta Limited, which gave full ownership and control of VGH, were subject to a private share ownership arrangement in which no individual shareholding was*

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66 [14Noticeofrsignation08272017 final AE.pdf]

greater than the right to ownership afforded to Shaukat Ali and family i.e. Bluestone's shares were not under the control of one person in Mark Pawley and rather there was a number of unidentified minor shareholders perhaps with shareholdings of say, 10% to 25%.

53. *Dr Ernst's comment strongly supports the view that the official registered Maltese ownership structure of the VGH group was a fabrication so as to conceal a private ownership structure which included Shaukat Ali and other unidentified minor shareholders.*

Shaukat's agents

54. *The following individuals (and the entities they controlled) were recipients of significant monies from the Concessionaires but there are also many strong indications detailed throughout our findings that they were front men / "puppets"/ agents for the Ali family:*

	Appendix
Ram Tumuluri	1.13
Mark Pawley	5.10
Ivan Vassallo	1.12

55. *Vassallo was not only closely tied to the Ali family but also to Schembri and Mizzi.*

56. *If these individuals were indeed mere puppets, then this would mean that Shaukat and his puppets thereby had control of both the international "Investors" group (70%) and the "local partners" group (30%) - ie Shaukat and his (perhaps undisclosed) associates had 100% control of the Concession companies. It is also notable that, while giving the appearance of being investors/owners, Tumuluri and Pawley as "investors" appear to have invested little or none of their own money in the Concession and in fact Tumuluri received a loan from Shaukat for his required share of the "investors" participating loans.*

57. *The following lawyers allowed their bank accounts to be used by the Ali family to channel monies from the Concessionaires:-*

	Appendix
Wasay Bhatti	*1.50*

Kevin Deguara	*10.40*
David Meli	*10.20*

Shaukat was consulted or reported to on each major issue once the Concession was awarded

58. *As detailed throughout appendix 4.10 and 4.40, Shaukat and his son Asad were continually involved in discussions between Dr Ernst and Keith Schembri concerning the deepening problems in VGH and the plans to move the concession to Steward. By the summer of 2017 the Concession was in financial and operational crisis and both the CEO and COO resigned at the end of August. We find that from early September 2017 Keith Schembri played a pivotal role in engineering the takeover and facilitating the agreement of the existing owners and GOM with the close co-operation of the Ali family. During October and November 2017 and up to the date that GOM and SHCIL agreed an MOU in December 2017, Mr Ernst routinely used Asad Ali to pass email messages to Keith Schembri.*

59. *On 19 December 2015, there was an email sent by Ashok Rattehalli to Keith Schembri informing him that he would be in Malta with his family on 20th December and was looking for a short face to face meeting with Keith Schembri. It is notable that Schembri forwarded this message to Shaukat Ali and Asad Ali even though they had no official connection with Mr Rattehalli. [67] When Ashok Rattehalli subsequently threatened an injunction to block the sale of VGH to Stewards, his decision to lift this was notified to Asad and Shaukat Ali by Rattehalli's lawyer, Peter Fenech whilst Rattehalli emailed Keith Schembri personally and referred to having fulfilled his promise from the previous evening. [68]*

60. *Following the award of the Concession, the Ali family and their associates opened several accounts with Pilatus Bank but these were closed in April 2016 (supposedly due to inactivity although Planetcore had been quite active). These included:*

- *Pivot Holdings Ltd – appendix 6.50*
- *Planetcore Malta Ltd – appendix 6.70*
- *Eurasia Services Ltd – appendix 2.40*
- *Gateway Solutions Ltd – appendix 2.00*

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[67] [61459.emlx]

[68] [Fwd - 4.msg]

Shaukat's close involvement with the VGH Jersey Companies

61. *Appendix 6.15 may shed light on the Ali family's true level of beneficial stake in the Concession compared to Oxley Capital and other possible Concession investors. In that appendix we reveal various proposed restructurings and how these were represented to banks and others in the first half of 2017. It also quantifies the potentially huge scale of the value the Maltese Concession could have in developing a Europe wide or even World-wide health Care operation.*

62. *On 1 September 2016, Crestbridge Ltd, a company service provider based in Jersey, wrote to Ram Tumuluri and Shaukat Ali, thanked them for their meeting on 22 August 2016 and set out Crestbridge's proposal in relation to the provision of services to VGH Jersey and its corporate ownership structure. [69] Crestbridge set out their understanding of the proposed corporate structure in which 58% was to be divided in a 60%/40% split between Ram Tumuluri and Shaukat Ali. This appears to us significant as on paper Mr Ali had no shareholding in VGH, the company that was to be transferred to the Jersey structure.*

63. *It is also notable that Mr Ali's role in the initiative was such that he travelled to Jersey with Mr Tumuluri for the foundational meeting even though he had no registered role in VGH. He was kept "in the loop" of the correspondence and plans as matters developed over the coming months. For example, see the correspondence of 13 October 2016 [70] and 26 October 2016. [71] We consider that the Jersey structure was to allow Shaukat Ali to remain hidden from any direct ownership of VGH Malta until it was practical for him to do otherwise.*

64. *Setting up the twelve companies in Jersey, an offshore secrecy jurisdiction, enabled Ram Tumuluri and Shaukat Ali to transfer ownership out of Malta. They initially concealed ownership through the use of nominee shareholders and created a complex ownership structure that involved multiple holding companies through which intercompany agreements were set up and shares could be transferred with limited transparency. The 12 companies formed in Jersey included Mount Everest Investments Ltd which was to be owned by Shaukat Ali but with Ram Tumuluri acting as co-director which perhaps indicates Mr Tumuluri's preparedness to front entities for the Ali family.*

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[69] [20160901 Proposal to VGH.pdf]

[70] [message.body - Fwd: VGH Group]

[71] [20161026 Engagement Letter.pdf]

65. *The relationship between Tumuluri and Mr Ali is further seen in August 2016 emails between Mr. Mousu (Malta's Honorary Consul in Montenegro), Shaukat Ali and Ram Tumuluri (see appendix 6.15). For example, on 2 August 2016 Ram Tumuluri emailed Shaukat Ali with a MOU: [72]*

"Please forward it to our contacts in Montenegro. We are welcome to any amendments from their side and once finalized we would like to execute the MOU on the 10th of August."

66. *Shaukat Ali forwarded the MOU to Tiziano Mousu.*

Shaukat's role in the transfer to Steward

67. *We have detailed in appendix 4.40 the activities which led to the transfer of VGH to Steward. It seems to us notable that from the outset Shaukat and Asad Ali (who on paper had no official roles or authority in either VGH or Steward) were continually involved, consulted about and reported to about the deal.*

68. *On 5 September 2017 Keith Schembri invited not only Ram Tumuluri but also Shaukat Ali and Asad Ali for a meeting to be held on 14 September 2017 at Castille. [73] By the time the meeting was to take place Mr Schembri had booked his flights to New York where he would meet Mr Ernst. [74] [75]*

69. *As set out in appendix 4.40, in October and November 2017 Armin Ernst began to communicate with Keith Schembri through Asad Ali. Whilst a degree of confidentiality in the early stages of these delicate discussions is perhaps understandable it seems to us notable that the parties chose to utilise a key member of the Ali family as part of this. We note below that these confidential matters involving GOM were being shared by Asad Ali with his father.*

70. *It seems notable that the Ali family were also kept closely involved in the attempts to complete a SPA for the takeover of the concession by the Steward Group. As noted in appendix 4.40 significant email traffic occurred in December 2017 and over the following months with versions of the SPA and many detailed issues arising being sent between Dr Ernst, Asad Ali, Shaukat Ali and Keith Schembri. For example, in an email to Asad Ali and Shaukat Ali on 19 December 2017*

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[72] [message.body - FW MOU draft.msg]

[73] [622653.emlx]

[74] [812303-partial.emlx]

[75] [812268.emlx]

Dr Ernst wrote "'Lawyers worked through the nite on redrafting, but this is basically not possible. I had 2 conf calls on this. The DF agreement is really a different transaction than the one agreed upon and just opens the door for Ram to dump any and every liability or potential loan from other VGH entities or personal nature into the deal- and doesn't even have to tell us until after signature. This is really trying to screw us and on several other levels other puts GOM at risk- and it is absolutely no sign of good faith. [76]

71. *On 24 December 2017 Armin Ernst emailed Shaukat Ali and Asad Ali with a draft timeline to the completion of the transfer of shares to Steward. Mr Ernst asked for the draft timeline to be shared with "Keith". Mr Ernst also set out what he considered to be two very important tasks for Shaukat Ali and Asad Ali: [77] [78]*

"As you can see, there are 2 very important task, where we will require significant involvement from you: negotiating some of the liabilities (once we have full settlement and strategy) and ongoing prep for the construction of Med School, so we are ready to sign and get started once we close"

72. *We also see it as significant that Dr Ernst also chose David Meli as his representative in Malta. [79] Meli's client account was used by Bluestone at the very outset of the VGH concession and he paid Shaukat / Ali family out of it (see appendix 10.20). This therefore seems indicative of Shaukat Ali's continuing role in events.*

Shaukat's deal with Steward - STE Health Co and Shaukat's consultancies.

73. *In late 2017, around two months prior to Steward's takeover of VGH in early February 2018, Shaukat and Asad Ali, using Tunisian company STE Health Co entered into a consultancy agreement with Steward Health Care International Limited (see appendix 3.41 and 4.40). This was within a month of the STE Health Co being formed. In our opinion, the agreement related directly to Steward's takeover of VGH and the Maltese Healthcare Concession.*

74. *The fee due to STE Health Co as 'the Consultant' or Shaukat Ali and Asad Ali as 'the individuals' appears to have been set at €400,000 per*

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[76] [807759 partial.emlx]

[77] [Gmail - Correspondence.pdf - Page 8]

[78] [VGH acquisition timeline.xlsx]

[79] [632130.emlx]

month. There is also what appears to have been a second consultancy arrangement with SHIL for €80,000 per month where the consultant is not named but which Mr Ernst linked to Asad Ali.

75. *We identified only two of the monthly payments made by Steward Health Care System LLC (the US parent company) including a first 'advance' payment made to Eurasia Limited in December 2017 and another, possibly the second, to Accutor AG in February 2018.*

76. *As we have not received records from either Steward Health Care System LLC or Accutor AG we have been unable to establish the total value of payments made under the agreement, or more importantly, establish the ultimate beneficiaries of any and all such payments.*

77. *As the identified individuals performing the consulting services, we expect Shaukat Ali and Asad Ali requested the two payments from Steward's US parent company be made to Eurasia and Accutor AG.*

78. *As also detailed in appendix 4.40, Mr Ernst assigned two defined roles to Shaukat and Asad Ali for the negotiation of some of VGH's liabilities and ongoing preparation for the construction of the Barts Medical School. Neither immediately strike us as tasks warranting consultancy fees of €400,000 per month or even €80,000 per month. In that appendix we have therefore also set out Mr Schembri's and Dr Mizzi's respective roles in the successful introduction of Steward to the Maltese Healthcare Concession. Perhaps expectedly and due to their positions within GOM, their respective roles in the transfer of the Maltese Healthcare Concession to Steward appear to us to have been infinitely more important (and hence of much greater value to Steward) than those tasks assigned by Mr Ernst to Shaukat Ali and Asad Ali.*

79. *Adding to the suspicion that Shaukat and Asad Ali's function in the takeover by Steward did not warrant the value of the monthly consultancy payments due under the STE Health Co contract is the fact that the cost of the two consultancy arrangements are not reflected in the company financial statements of SHCIL. We have set out evidence in appendix 3.41 that shows the first two monthly payments of €400,000 under the STE Health Co contract were funded by the US parent company, Steward Health Care International LLC and we observe here that by making the consultancy payments in this manner they were effectively 'kept off the books' of SHCIL, which removed the possibility that they could be discovered from the company's financial statements once lodged with MBR.*

Further agreement re "participation" in worldwide assignments

80. *As discussed in appendix 3.41, a draft agreement of November 2017 set down that consultancy services would be provided by STE Health Co by Shaukat Ali and Asad Ali would include the following:*

- *assistance with the identification, origination and sourcing of healthcare and other commercial projects and assignments worldwide;*
- *strategic assistance, guidance and advice in relation to the development of such projects and assignments, including in terms of scooping the requirements, the procurement processes involved and other relevant factors;*
- *providing analysis in relation to any relevant political, social, economic and demographic aspects of such projects and assignments; and*
- *any other services that will be reasonably expected by or conducive and incidental to Steward fulfilling its aims and objectives under this Agreement.*

81. *Although the draft agreement refers to the identification, origination and sourcing of healthcare projects worldwide, the timing of its preparation indicates that the consultancy roles for Shaukat Ali and Asad Ali were directly linked to Steward's takeover of VGH and the Maltese Healthcare Concession.*

82. *The value of the fee due to STE Health Co for the consultancy services of Shaukat Ali and Asad Ali is not revealed in this draft agreement but it is set out that fees were to be monthly and paid in arrears. The draft agreement also noted that STE Health Co was to submit an 'appropriate invoice' in respect of the consultancy services and expenses to Stewards on or about the last day of each month.*

83. *The 1 October 2018 agreements suggest that the unnamed 'Participant' holds a private 7% interest in dividends paid by Steward Health Care International Limited and 7% of the value of the company in the event that it is sold, listed or wound up. One reading of the clause on 'SIL Interest' is that both non-Maltese health care projects and 'Malta health care projects' 'were successfully introduced by the Participant (or its Affiliates) to the SHCIL Group under the consultancy agreement dated 1 November 2017 between STE Health Co Limited and SIL". On that basis it is considered that the 'Participant' is the same entity that introduced Stewards to both the Maltese Healthcare Concession and non-Maltese healthcare projects and therefore likely connected to Shaukat Ali and Asad Ali.*

Family influence

84. *As detailed in appendices 4.40 & 3.10, Shaukat installed his wife, sons, and 'unofficial daughter' Saba Abbas, as key officials in both the VGH/ Bluestone and Steward administrations giving him influence and oversight in addition to his official 'consultancy' roles. The use of his family members was central to many of the procurement scams which fed off it and together with his family he paid bribes to key individuals in Concession companies in connection with their procurement frauds.*

Direct payments to Shaukat Ali

85. *In appendix 1.041 we have detailed payments totaling €359,433 made by VGH / Steward directly to Shaukat Ali from April 2016 to December 2020. In addition, we detail there payments totaling a further €307,996 made directly to Shaukat Ali by corporate entities receiving monies from the Concessionaires in that same period. Together these total to just under €670,000. However this figure for direct payments to Shaukat Ali need to be considered in light of the €6.2M payable on foot of the Bluestone / Mount Everest consultancy agreements and the millions paid to his family and their various companies.*

Cars and private health insurance paid through Steward in 2019 – 2020.

86. *Shaukat was also given the biggest company car of any person involved with the Concession. In our experience the amount expended on vehicles is usually a good indication of seniority in any company. The following table sets out an overview of the company cars allocated to the Bluestone directors and employees / consultants (see appendix 3.10 for fuller details).*

Person	Car	Cost
		€
Shaukat Ali	Mercedes	121,000
Ram Tumuluri	Mercedes	110,575
Wajid Ali	Mercedes	62,534
Asad Shaukat Ali	Mercedes	62,530
Deborah Chappell	Mercedes	57,070
Mark Lisher	Mercedes	42,435
David Meli	Mercedes	45,845
Mrs. Seham Ali	Smart Car	16,275

87. *It is notable that Ram Tumuluri is supposedly the Managing Director, but the most expensive car is allocated to Shaukat, and the third most expensive cars are allocated to his sons. The managing director's wife, Sonia Tumuluri, gets a small Smart car but so does Asad Ali's wife Seham. None of the Ali family are registered as officers of the company on paper with each having only a consultancy relationship.*

88. *From the car allocation we conclude that Shaukat Ali and family were collectively in a position of pre-eminence in and control of the company.*

89. *We also found that Shaukat and his family were getting private health insurance paid through Steward in 2019 – 2020. [80] The total premium being paid in October 2020 on their behalf was €7,500 pa and those covered were:*

ID Card	Name	Date of Birth	Age
77096A	Asad Ali	17/05/1981	38
77078A	Seham S.M. Ahmed Ali	28/10/1981	38
GS1801541	Fakhra Shaukat Ali	25/12/1956	62
	Shaukat Ali	19/03/1951	68
0108269A	Shaukat Zainab	28/11/1997	21
0108244A	Shaukat Maryam	12/03/2001	18
0108236A	Shaukat Ali Ali	23/09/2005	14
80542A	Wajid Shaukat Ali	22/07/1986	33

90. *The provision of this private health insurance also suggests that that Shaukat Ali and family were collectively in a position of pre-eminence in the company.*

Gateway

91. *Shaukat had significant input into and influence over the deals involving Gateway and Technoline which are explored in detail in appendix 2.00. Shaukat was kept informed of the significant ongoing discussions on the means by which to purchase Gateway / Technoline*

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[80] (Steward List of Members for International Cover 2019-2020)

with Concession money. It will be seen that Adrian Hillman was providing sensitive details on the purchase to Keith Schembri who would then share these with Shaukat Ali and Konrad Mizzi.

The Gamma Knife project

92. *For example, on 3 April 2016 Keith Schembri sent to Shaukat a copy of the latest draft purchase agreement between Gateway and VGH and an "Application for issue of Documentary Credit" from HSBC Bank Malta PLC. [81] [82] [83] [84] for the Gamma Knife. Although Shaukat was not party to the private share agreements prepared earlier in the year for Mr Vassallo, sending the Gamma Knife purchase agreement to Shaukat Ali confirmed his deep involvement with Gateway's formative sales transaction. Indeed, it is our opinion that the email and agreement sent by Keith Schembri to Shaukat Ali on 3 April 2016 represented the coming together of the respective leaders of Gateway and VGH at a time when the equipment deal was nearing completion. We also note that Mr Schembri forwarded the email to Shaukat without comment which in our opinion can only mean they had either communicated about the deal before the email was sent or were due to have a conversation about it. It is evident that both individuals would have had to have carried out a significant role in bringing this transaction to completion.*

The purchase of Technoline by Gateway with Concession monies

93. *On 13 December 2017 Ivan Vassallo informed Mario Gatt, accountant in Technoline, that the change in VGH ownership to Steward was in the offing. Mr Vassallo understood at that time that the exclusive supply contract between Technoline and VGH would be retained. In relation to the convertible note issue Mario Gatt commented:*

'you should try and get that small note of €5M to be "waived" ' 'or redirected'

to which Ivan Vassallo replied:

"Being done. Will meet Mr S and K specifically"

The references to Mr S and K we consider to mean Mr Shaukat and Keith Schembri as both were instrumental in the purchase of Technoline by Gateway using the loan note.

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[81] [61179-partial.emlx]

[82] [VGH GWS Purch Ag 28032016 09.50 www Disc.pdf]

[83] [TECHNOLINE INCOMING IV DC 250216.pdf]

[84] [5169[2].partial.emlx]

94. *In Mr Ernst's email to Mr Schembri and Shaukat Ali on 23 January 2018 in relation to Steward's takeover of the concession, he commented: [85]*

"Technoline and MTrace come back to VGH Malta as they were purchased with concession funds that should not have been used for that. (It has to be that or a loan entry in the balance sheet with interest and accelerated payment plan and placing these companies under our supervision until debt is paid back)."

95. *We consider that Armin Ernst raising the issue privately and jointly with Keith Schembri and Shaukat Ali reveals that Armin Ernst knew that both Mr Schembri and Shaukat Ali were key players in these investments and had vested interest in the outcome.*

Procurement fraud

96. *We found that the Shaukat Ali and his family persuaded key suppliers to enter into arrangements to generate fraudulent income streams (which we consider to be "skims" / "backhanders") to companies controlled by them.*

97. *We found evidence of procurement fraud in relation to many major suppliers to the concession across the following six sectors:*

- *Construction services*
- *Pharmaceutical & medical equipment*
- *IT services and equipment*
- *Cleaning services*
- *Catering services*
- *Payroll / consulting services*

98. *Most of these involved some form of "skim" to entities which were either controlled by the Ali family or which acted as their agents and subsequently made onward payments to them. The "skim" could be taken by any of the following means:*

- *Mark up - Hospital supplies and services were invoiced the conspirator's company which added a profit margin and then invoiced the Concession.*
- *Commission - The conspirator's company simply invoiced the supplier or the concessionaire a fee often disguised as a service*

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[85] (B08450 partial)

charge which equated to a commission on the related hospital supplies.

- *Consultancy - The conspirator invoiced the supplier for consultancy.*

The entities controlled by the Ali family or acting as their agents which received "skims" / "backhanders" included:

- *Eurasia – appendix 2.40*
- *Incorp Sarl – appendix 3.40*
- *STE Health Co – appendix 3.41*
- *Accutor AG – appendix 3.61*

Invoices for services supposedly provided to Eurasia Limited

99. *On 22 April 2021 Lea Debeljak (Executive Assistant in Shaukat Ali's Canberra International GmbH) emailed Jonathan Vella of Christopher Spiteri's office and Asad Ali attaching three invoices dated 2017 from STE Health Co to Eurasia Limited and three annual payment demands issued by STE Health Co to Eurasia for the same three invoices. [86]*

100. *The three invoices, which are detailed below, record that STE Health Co provided services valued at €420,000 to Eurasia in relation to consultancy and two feasibility studies linked to Ghana and Macedonia.*

Invoice no	*Date*	*Amount €*	*Description*
INV-EURO11117	*04/11/2017*	*60,000.00*	*Annual Consultancy Charges*
INV-EURO21117	*28/11/2017*	*180,000.00*	*Feasibility Study of Ghana Regional Hospital*
INV-EURO11217	*06/12/2017*	*180,000.00*	*Macedonia Feasibility Study*
TOTAL		*420,000.00*	

101. *Typically, although the invoices are high value and round sum, they give very little detail in regard to the work that was supposedly carried out. In addition, the identity of the persons carrying out the work is not revealed.*

Entities in which Shaukat had influence

102. *Our findings in relation to the Mount Everest companies are set out in appendices 3.20 and 3.30. We have briefly mentioned below some other companies that Shaukat was involved with and provided a list of others at the end of this appendix.*

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[86] [message.body - Re: Asad Ali requested statements]

Planetcore Malta Limited *(Formerly Strategic Management Investment Ltd)*

103. *Planetcore (appendix 6.70) was largely funded by Strategic Management Investment Inc and the Mansotra family. The main beneficiaries from this company were Shaukat and Asad Ali, each getting paid for their 'consultancy services'.*

104. *Planetcore received funds of $250,000 from its parent company, Strategic Management Investment Inc, on the 11 January 2016. On the 13 January 2016 Planetcore transferred $200,000 (€179,905) to David Meli's client account. From there, €170,000 was paid to Bluestone within a few days.*

105. *Nexia BT and Planetcore signed a Letter of Engagement that referenced the Grand Harbour Regeneration Corporation (GHRC) and the redevelopment of Lower Fort St. Elmo. This convoluted transaction flow, described above, was disguised with a reference, 'GHRC'. In our opinion, this was merely a guise to hide what the money was really being used for.*

106. *Within this one company, we note the involvement of a number of the 'key players' in this Inquiry. The Shaukat Ali family benefited substantially from the company financially and are named as its ultimate beneficial owners in banking documents. Nexia BT acted as advisors. David Meli acted as a money middleman using his client account to pass funds to Bluestone Investments Malta Ltd. Keith Schembri and Konrad Mizzi were involved in drafting a Memorandum of Understanding between Planetcore and the Government of Malta which was proposing to involve the Shaukat Ali family in various Public Private Partnerships. Concurrent with this MOU, the same parties had granted 'Preferred Bidder' status to VGH in the hospital concession which is the subject of this inquiry.*

Global Assets Holdings Limited

107. *Global Assets Holdings Limited (GAH) (appendix 6.30) was controlled by Shaukat Ali and his wife and received approximately €340,000 from Bluestone Investments Malta [appendix 3.10] from January 2016 through April 2017. Most of this related to the services of a supposed Procurement Consultant with a fee of €25,000 per month. We have seen no evidence of any such services being provided.*

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COURT OF MAGISTRATES (MALTA)

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IAĠISTRAT tal-Maġistrati (Malta)
lagistrate Maġistrat Dr. Gabriella Vella LL.D.

Procès-Verbal

dwar
regarding

'l-Atti ta' l-Inkjesta dwar ir-Rikors Ġuramentat ta' Marion Pace Asciak, detentriċi tal-Karta ta' l-Identità bin-Numru 315654(M), Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), Vicki Ann Cremona, detentriċi tal-Karta ta' l-Identità bin-Numru 421080(M), Simon Sansone, detentur tal-Karta ta' l-dentità bin-Numru 33276(M), Pia Zammit, detentriċi tal-Karta ta' l-Identità bin-Numru 219368(M) u Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 560176(M) f'isem "Repubblika", assoċjazzjoni eġistrata bħala persuna ġuridika mar-Registratur għal Persuni Ġuridiċi, ippreżentat fit-13 ta' Mejju 2019 quddiem il-Maġistrat Dr. Claire L. Stafrace Zammit u degretat fit-18 ta' Lulju 2019 u dwar ir-Rikors għall-*in tenere* ta' Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 0560176(M) u n-Nutar Dr. Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), f'isem Repubblika organiżżazzjoni reġistrata mar-Reġistratur għal Persuni Ġuridici bl-ittri "L" "P" "A" u numri wieħed tnejn tnejn (LPA-122) u mal-Kummissarju għall-Organiżżazzjonijiet Volontarji bl-ittri "V" "O" u numri wieħed sitta sebgħa zero (VO 1670) ppreżentat quddiem il-Maġistrat Dr. Dorren Clarke u minnha ddegretat fis-6 ta' Novembru 2019 u ulterjorment iddegretat mill-Qorti Kriminali fid-29 ta' Novembru 2019.

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ta tal-Procès-Verbal 25t' April 2024
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jects filed:–

108. *At the same time the Concession Agreement was being finalised, GAH entered into a "Procurement Consultant" agreement on 25 October 2015 with Bluestone Investments Malta. [87] Bluestone Investments Malta Ltd was represented by Ram Tumuluri while GAH was represented by Aasia Parveen Shaukat.*

The agreement states:

"The Company (BML) is in the process of signing an Agreement with the Government of Malta which will allow it to take over and manage a number of healthcare facilities in Malta.... The Company desires to engage the Consultant (GAH) with the requisite skills and abilities to perform the services of Procurement Consultant..."

109. *We have not seen GAH performing any duties associated with that of a procurement Consultant. See - [88]*

World Bridge Limited

1. *There is a draft Memorandum of Association for a company named World Bridge Limited with a registered address at Abacus, Suite 2, Psaila Street, Santa Verna. The document was created on 25 May 2009 and modified on 4 June 2010. We believe that the June document related to a limited company with the above name and that Aasia Parveen Shaukat, wife of Shaukat Ali, was to hold 400 shares out the 1600 shares allocated. Aasia Parveen Shaukat was to hold the positions of both Director and Secretary along with three other Directors identified as Libyan nationals. As far as we can determine, the company was not incorporated at this stage and did not trade. [89] We would consider this another occasion when Shaukat Ali appointed a close family member as a proxy in his business activities.*

Sartorial Limited – C59673

2. *Sartorial Limited was registered on 14 March 2013 and Shaukat Ali's first wife Fakhra Shaukat Ali was a Director, Legal Representative and Shareholder along with Jonathan Vella ID 534687M and Isabelle Vella ID 788360M. The company was dissolved on 13 March 2016 [90] and is not part of this Inquiry.*

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87 [BATCH CS5 GLOBAL ASSETS DB1000001320220314131537.pdf - Page 131]

88 [Saint James hospital, the botched sale and the middleman.pdf]

89 [World Bridge Memo & Articles2009.doc]

90 [Form B2[98].doc]

Lexco Limited – Dubai (Offshore)

3. *LexCo Limited (appendix 3.60) was administered by the same company formation agents in Dubai that formed Intercare and Akash. Asad Ali, Shaukat Ali and Ram Tumuluri were each aware of its existence.*

110. *Other than one email chain we found no documents in relation to this company. Therefore, we did not find any evidence of LexCo's ownership, purpose or financial activity.*

111. *However, in our opinion, as the fifth company connected to Shaukat Ali and Universal Consultants of Dubai, after Intercare (onshore and offshore) and Akash (onshore and offshore), its potential significance to this Inquiry should not be underestimated.*

The origins of his links to Maltese politicians

112. *We suspect that Shaukat Ali was introduced to Malta and Maltese politicians through Mr John Dalli (see appendix 1.90), politician and former EU Commissioner. We also suspect that Dr Anthony J Cassar (and therefore Chris Spiteri) was introduced to Shaukat Ali by Mr Dalli. We therefore explore these relationships below. Both Dr Cassar and Mr Dalli moved in high political circles at the time and in our opinion, they would have been well known to each other.*

113. *On 6 October 2011 in President George Abela's diary was a courtesy call from Anthony Cassar, Chaudhry Ali Shaukat (Shaukat Ali Chaudhry) and Asad Ali Shaukat at San Anton Palace. [91]*

114. *Malta has long held a relationship with its north African neighbour Libya and politicians like John Dalli were active in Libya during the regime of autocrat Colonel Muammar Gaddafi. It is accepted that the Gaddafi regime and Qadhahfa tribal group had total control of all infrastructure and large scale projects in Libya and this resulted in widespread malpractice, bribery and corruption, see below.*

115. *Mr Dalli was active in Libya during the final decade of the Gaddafi regime at the same time Shaukat Ali was resident in Libya and working hand in hand with the regime. Shaukat Ali was active in various infrastructure and housing projects along with charity projects worth billions of USD$, these are detailed in Shaukat Alis' CV. [92]*

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[91] [batch 9 pivot ace open form00010420210709130913.pdf]

[92] [BATCH CS71 MR MRS ALI DB20000152021081208063 6.pdf - Pages 493-501]

116. *In his testimony on 18 May 2021 Mr Spiteri offered the following evidence, (translated) "Asia Shaukat Ali, Mr. Shaukat Ali's wife is very smart as a person and in Gaddafi's time she was also Gaddafi's secretary, so they were high in the structure of Libya." If this is correct then Shaukat Ali was positioned at the top of the Libyan structure. [93]*

117. *From our experience, in an unregulated and undemocratic environment, "charities" controlled by autocratic regime leaders are used to disperse funds derived from criminality, bribery and corruption. In Shaukat Ali's CV he describes himself as Chief Coordinator of Farrah Charity Foundation (FCF) established Jakarta, Indonesia in 1994. From 2005 FCF "had a formal association" with the Gaddafi International Foundation for Charity Associations (GIFCA). Shaukat Ali was also a "Founder member of the "International Braam Wa Ashbaal Wa Sawaad Alfatah Al-Azeem". Established by Libyan Leader Muammar Al Gaddafi, a platform for the welfare of children of international community living in Libya.".*

118. *GIFCA and its President, Saif al-Islam Gaddafi, son of Colonel Gaddafi, had a research relationship with the London School of Economics (LSE), which resulted in LSE being heavily criticised and led to an Inquiry in the UK by Lord Woolf [94] published in October 2011. Lord Woolf's report referred to the charity as Gaddafi International Charity and Development Foundation (GICDF). On page 20 of his report Lord Woolf identifies that between 2001 and 2011 Saif Gaddafi was awarded a MSc and PhD by LSE. This resulted in LSE receiving donations in excess of £1.5m. Page 24, states LSE was awarded a £2.2m contract to train Libyan civil servants. [95]*

119. *In conclusion Lord Woolf stated "The School established, in an incremental and piecemeal fashion, a relationship with Libya. Before a global company embarks upon a relationship with a foreign partner, a due diligence assessment should be conducted. No similar exercise took place in this case. The links were allowed to grow, unchecked and to a degree unnoticed, until their effect was overwhelming..." [96]*

120. *The full conclusion of the Woolf Inquiry is given in chapter 6, page 127 of the 2011 report.*

121. *As an assistance to Lord Woolf's Inquiry, Professor Michael Clarke, Academic and Director of the Royal United Services Institute, prepared*

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93 [Spiteri Testimony - 18.05.2021.docx - Page 5, Paragraph 5]

94 [Harry Woolf, Baron Woolf - Wikipedia.pdf]

95 [Page 20 & 24 - The-Woolf-Inquiry-Report-An-inquiry-into-LSEs-links-with-Libya-and-lessons-to-be-learned-London-School-of-Economics-and-Political-Sciences.pdf]

96 [Page 22 - The-Woolf-Inquiry-Report-An-inquiry-into-LSEs-links-with-Libya-and-lessons-to-be-learned-London-School-of-Economics-and-Political-Sciences.pdf]]

a background report on Libya and corruption on 20 July 2011. In his report Prof. Clarke states " Libya's Sovereign Wealth Fund – the Libyan Investment Authority (LIA) - was established in 2006 in a sensible measure to help integrate Libya's economy into the western economic system at a time of rising oil prices. It came increasingly to be regarded as a fund that had two aspects; one of a respectable investment fund that gave 20 to 30 banks around the world funds to manage.....The other aspect was that the LIA appeared to be run and controlled by Saif al-Islam Gaddafi, through Mustafa Zarti, a personal friend of his.....The LIA's assets were estimated at around £50-60 billion.....The LIA's assets in the US, and some of those in Europe, – have now been frozen...,"

122. *The Clarke report quotes the Prosecutor of the International Criminal Court in documents filed at the Hague in May 2011. "Gaddafi makes no distinction between his personal assets and the resources of the country". The report also identifies that "At the top of Libya's client-patronage system was the demonstrable ability of the Gaddafi family and its loyalists to gain significant consultancies and 'signing bonuses' on large foreign contracts and it was well known that all contracts over $200 million would have to be signed off personally by Colonel Gaddafi..." [97]*

123. *This was the accepted criminal climate and tribal structured environment that both Mr Dalli and Shaukat Ali would have worked under to have progressed financially and to remain in Libya.*

124. *Both Mr Shaukat Ali and Mr Dalli have been individually accused of fraud and corruption offences in different jurisdictions on several occasions. When Mr Dalli was the EU Commissioner for Health and Consumer Policy, he was forced to resign in 2012 by Commission President Jose Manuel Barroso following an allegation of bribery by the European Anti-Fraud Office (OLAF). Mr Dalli's appeal was dismissed by ECJ. [98]*

125. *Possibly due to his conviction in Pakistan Shaukat Ali and his connections with Gaddafi, Shaukat Ali often uses family members as proxy directors and shareholders to counteract any unwanted negative due diligence.*

126. *In 2012, when Mr Dalli was going through his skirmish with the EU Commissioner, he was the subject of discussion between Martin Mangion and Keith Schembri. In an email on 23 October 2012*

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97 [Page 57 - The-Woolf-Inquiry-Report-An-inquiry-into-LSEs-links-with-Libya-and-lessons-to-be-learned-London-School-of-Economics-and-Political-Sciences.pdf]

98 [EUR- Lex - 62012TJ0562 - EN - EUR-Lex.pdf]

Mangion stated "LG is drowning fast. The John Dalli saga has only just started. I still feel that we have to keep our distance from JD. He is not an angel and I would not trust him where big money is involved. I know a few stories about him when he was involved in Libya. Will tell you when we next meet". They then discuss how to apply pressure to LG (Lawrence Gonzi). In reply Schembri replied "Thanks Martin Hekk ghamilna illum. Meta rega gej Malta? Br K" – translation "Thanks Martin That's what we did today. When did he come back to Malta? Br K". [99]

127. *This email begs the question why would the Labour party need to trust Mr Dalli whe re big money was concerned? Was there a large project discussion on going with Mr Dalli in the run up to the 2013 election? Would they not also have been wary of Shaukat also given the close relationship of Dalli and Shaukat which we discuss further below?*

128. *As noted above, Shaukat Ali was convicted and then presidentially pardoned of two huge bribery and political corruption scandals in Pakistan.*

Business links between Shaukat and Dalli

129. *John Dalli has held directorships in several companies in Malta, [100] two companies now controlled by his daughters are, in our opinion, significant:*

- *Corporate International Consultancy Limited (CICL) – C 5114*
- *Corporate Group Limited main shareholder of CICL – C 19033*

130. *There are media reports that Asad Shaukat Ali, son of Shaukat Ali, held 167 shares in CICL, this was part of an investigation by the Tax Compliance Unit (Malta) in November 2021. Through MBR the Tax Authorities identified that an Asad Shaukat Ali holder of passport number KG 254105 and an address in Pakistan invested in 167 shares in CICL in March 2009. The shares were sold to Corporate Group Limited on 10 July 2011. The Tax Authorities had a difficulty linking the passport number KG 254105 to Asad Shaukat Ali holder of Maltese ID card number 267618L. [101]*

131. *With the data we hold we can confirm that Asad Shaukat Ali, son of Shaukat Ali gave this passport number and an address in Pakistan during onboarding for Eurasia Limited with BoV Bank in November*

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99 [173467.emlx]

100 [John Dalli conflict of interests.pdf]

101 [Page 116, NCW 48KTI B1000017220220410073014.pdf]

2011. [102] This shows a distinct financial link between the Shaukat Ali family and Mr Dalli. Due to his conviction in Pakistan Shaukat Ali uses family members as proxy directors and shareholders to counteract any unwanted negative due diligence.

132. *Mr Dalli was in contact with Keith Schembri and Joseph Muscat, particularly before and after the 2013 election.*

133. *A report was completed by John Dalli on 30 October 2013 headed: Mater Dei Hospital (A Better Social Return). It included Observations and Recommendations about the management of Mater Dei Hospital to develop a patient centric culture to ensure the provision of a healthcare service at an acceptable level of quality but at the least possible cost. In the forward to the report, he thanks the Minister of Health and Joseph Rapa (the Permanent Secretary) Dr Godfrey Farrugia and consultants who have assisted him; namely, Charles Grixti (Clinical): John Abela (Finance):and Michael Farrugia (Procurement) [103]*

134. *Given the close relationship between Dalli and Shaukat and Shaukat's links to the Libyan health system, it seems to us likely that Dalli may have spoken to Shaukat about the matter. It seems notable that Shaukat, and Ram Tumuluri are reported to have visited Shapoorji in Dubai around this time to line up backhanders in relation to a proposed Maltese hospital construction project. We note that Mr Dalli's HSBC credit card (5116) was used in Dubai in August 2013 (see appendix 1.90) suggesting he may also have been part of those meetings. That appendix also sets out details of meetings Mr Dalli had with Brian Tonna and Keith Schembri in June 2014 when, as detailed in appendix 4.80, the concept of the Hospitals PPP was being developed by the key players.*

Shaukat's relationship with Mr Spiteri

135. *As set out in appendix 10.10 it appears that Chris Spiteri and his former principal Dr Anthony J Cassar were working with Shaukat from at least 2010 having been introduced by John Dalli (see appendix 1.90). There is evidence in the data that Dr Anthony J Cassar was assisting Asad Shaukat Ali to obtain Residency in Malta in November and December 2010. [104]*

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102 [Account opening Form – 2798.pdf]

103 [21301021 report on Mater Dei for PM(1).doc]

104 [2010-12-07 10-53-34 (Subj] RE Mr. Asad Shaukat Ali – Application for Maltese Residency.eml]

136. *We know that Mr Spiteri has formed a number of companies for Shaukat Ali, family members and associates, from as far back as 2010. We will discuss some of the early companies and expand this to discuss the health concession companies.*

137. *We expect the choice of Mr Spiteri as auditor/accountant was derived from the relationship he had as Shaukat Ali's accountant since 2011 including acting as auditor and company formation agent for a variety of companies for the Ali family which we have listed in appendix 10.10.*

138. *We also note that Chris Spiteri emailed Ram Tumuluri (Shaukat Ali in copy) [105] on 5 January 2016 asking for payment (€520) for expenses relating to 2016: [106]*

> *"When you are at my office you can also give me another cash amount in my hand so that I can pay for expenses relating to all companies in 2016. For sure there are annual returns/registration fees for 2015 to be paid as regards Bluestone Investments Limited, Crossrange Holdings Limited, Gozo International Medicare Limited and Gozo Global Healthcare Limited. The total amount payable is Eur520."*

Companies incorporated for Shaukat Ali and his Associates

Name	*Number*	*Incorporatio*	*Directors*	*Shareholder*	*Source*
Shalimar Holdings Limited	*C50963*	*25/10/2010*	*Shaukat Ali Chaudhry And Zafar*	*Shaukat Ali Chaudhry 50% Shares And Zafar Yasin*	*[]*

Name	*Number*	*Incorporation*	*Directors*	*Shareholders*
World Bridge Limited	*N/A*	*N/A Being drafted in June 2010*	*Aasia Parveen Shaukat and 3*	*Aasia Parveen Shaukat 25% shares and 3 Libyan nationals 25% each*
Sartorial Limited	*C59673*	*14/03/2013*	*Fakhra Shaukat Ali and Isabelle*	*Fakhra Shaukat Ali 50% shares Isabelle Vella 50% shares*

[105] [message_body - Various-9.msg]

[106] [message_body - Various-9.msg]

Companies Linked To The Health Concession

143. The below companies were incorporated and/or audited by Mr Spiteri.

Name	*Number*	*Incorp-oration*	*Directors*	*Shareholders*	*Source*
Global Assets Holdings Limited	*C50018*	*24/06/2010*	*Aasia Parveen Shaukat and Shaukat Ali Chaudhry*	*Aasia Parveen Shaukat – 50% shares Shaukat Ali Chaudhry*	*Appendix 6.30*
Eurasia Limited	*C54028*	*05/10/2011*	*Fakhra Shaukat Ali Shaukat*	*Asad Shaukat Ali 100% shares*	*Appendix 2.40*
Eurasia Services Limited	*C62497*	*05/11/2013*	*Asad Shaukat Ali and Yasar Zafar*	*Asad Shaukat Ali 50% and Yasar*	*[]*
Pivot Holdings Limited	*C67020*	*09/10/2014*	*Asad Shaukat Ali, Aasia Parveen Shaukat and Shaukat Ali Chaudhry*	*Mohammad Shoaib Walajahi 33.3% shares Shaukat Ali Chaudhry 33.3% shares and Asad Shaukat*	*Appendix 6.50*

Medical Health Management & Consulting Limited	*C67804*	*28/11/2014*	*Irfan Iqbal and Syed Imranullah*	*Healthcare Information Technologies Inc 80% And Shaukat*	*[]*
Crossrange Holdings Limited	*C68064*	*12/12/2014*	*Mohammad Shoaib Walajahi And Mark Pawley*	*Bluestone 70% Pivot Holdings 30%*	*Appendix 6.40*
Gozo Global Healthcare Limited	*C68092*	*15/12/2014*	*Mohammad Shoaib Walajahi And Mark Pawley*	*Crossrange Holdings Limited - Bluestone 70% Pivot Holdings 30%*	*Appendix 7.10*
Gozo International Medicare Limited	*C68094*	*15/12/2014*	*Mohammad Shoaib Walajahi And Mark Pawley*	*Crossrange Holdings Limited - Bluestone 70% Pivot Holdings 30%*	*Appendix 7.20*

Bluestone Investments Malta Limited	C67975	09/12/2014	Mark Pawley	100 % Mark Pawley via Asia Harimau Investments Limited (BVI) and Bluestone Special solutions #4 limited	Appendix 3.10
Vitals Global Healthcare Limited	C70546	13/05/2015	Ram Tumuluri and Mark Pawley	Bluestone Investment Malta Limited 95% shares and Dr Ashok Rattehalli	Appendix 4.01
Vitals Global Healthcare Management Limited	C70624	18/03/2015	Ram Tumuluri and Mark Pawley	Vitals Global Healthcare Limited 100% shares	Appendix 4.10
Vitals Global Healthcare Assets Limited	C70625	18/05/2015	Ram Tumuluri and Mark Pawley	Vitals Global Healthcare Limited 100% shares	Appendix 4.20
Vitals Global Healthcare Resources Limited	C81862	24/07/2017	Ram Tumuluri	Vitals Global Healthcare Limited 100% shares	Appendix 4.30

Cannapharm Technologies Malta Limited	*C87320*	*13/07/2018*	*Denis Orlov*	*100% 1163560 B.C. (Canada)*	*Appendix 3.80*

Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L - Appendix 1.10:

1. *Asad Shaukat Ali (Asad) has acted as a company official and/or shareholder in family companies and has held managerial consultancy positions at VGH/Steward and Bluestone Investments Malta Limited, which were operators of the Hospital Concession.*
2. *Asad has received hundreds of thousands of Euro in payments and services from public funds through the concession funding.*
3. *He was actively involved in the Hospital Concession from an early stage and dealt directly with Mr Keith Schembri and Dr Konrad Mizzi.*

Personal Circumstances

4. *Asad was born in Tripoli, Libya on 17 May 1981. He holds Pakistani passports including A104088, KG17268, JV1802471 and B6466881, Asad also holds Maltese Residency MT4364850. [107]*
5. *Asad holds Maltese Identity card 0267618L issued 10 May 2018, this describes his nationality as Maltese. [108]*
6. *Asad is the first son of Fakhra Shaukat Ali, appendix 1.70 and Shaukat Ali Chaudhry (Shaukat Ali), appendix 1.04.*
7. *Asad married Seham Ahmed (77078A/0605820L) in Naxxar on 10 October 2014. They have a son, Zayn Asad (0083719L). Seham is a senior medical Doctor [109] and was employed by VGH/Stewards. [110]*
8. *Seham Ahmed purchased an apartment 3 Triq il Qasam Swieqi in January 2014 for €198,000.00 plus €7920.00 in duty, we understand that there is no loan or charge against the property. In February 2019 Seham and Asad purchased 2 garages (38 & 39) Centre Court, Triq it Tiben, Swieqi for a cash price of €60,000.00. [111]*
9. *Asad is the brother of Wajid Shaukat Ali (Wajid), appendix 1.11.*

Early Shareholdings in Malta company

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[107] [Page 2, NCW57 – HG00065201202111126080651.pdf]

[108] [Page 33, Batch C53 Asad Ali DB150000062021081103605.pdf]

[109] [Page 111, NCW48-KTIB100004720211124134126.pdf]

[110] [Page 112, NCW48-KTIB100004720211124134126.pdf]

[111] [Pages 112 & 113, NCW48-KTIB100004720211124134126.pdf]

10. *It has been identified that Asad held 167 shares in Corporate International Consultancy Limited (CICL) C 5114, this company was founded by John Dalli in 1980 as John Dalli & Associates (Business management Services) Limited. Over the years it changed name and subsequently came under the control of Dalli's daughters. Asad held shares in the company between March 2009 and July 2011, in our opinion the shares were held by Asad on behalf of his father Shaukat. See appendix 1.90 (John Dalli) paragraphs 20 to 23 and supporting documents.*

Funds Received from Health Concession

11. *Asad's financial activity has been analysed in appendix 1.101, he has received substantial monies which originated from concession funding, therefore received from public funds paid to VGH/Bluestone by GoM.*

Summary of Analysis	
Funds received from the hospital	*€*
Bluestone Investment Euro	*219,331*
VGH/Steward	*573,800*
	793,131
Funds received from Corporate entities linked to VGH/Stewards	
Eurasia Ltd	*409,506*
Mount Everest FZ LLC	*72,930*
Accutor AG	*190,000*
	672,436
Total funds identified to Asad Ali	*1,465,566.81*

	Name	*Bluestone*		*VGH*	*Stewar*	*Total*
		Pre VGH funds	*Post VGH funds*			
		€	*€*	*€*	*€*	*€*
	Asad Ali	*76,000*	*143,331*	*165,00*	*408,80*	*793,131*

Early dealings with GOM and Health Concession

12. *Asad's early involvement with GoM is outlined and referenced in appendix 4.80 (Origins & Development).*

13. *By June 2014, Brian Tonna, Shaukat Ali and Asad were meeting and developing a consortium to take over hospitals by PPP. Initially the project focused on Gozo Hospital but by July was being expanded to include St Luke's Hospital, Karen Grech and possibly other hospitals. The project for the PPP was sufficiently developed by 10 October 2014. A Memorandum of Understanding (MOU) was signed between GOM and representatives of the "Local Partners" (Shaukat and Walajahi) and the "Investor Group" (Mark Pawley and Ashok Rattehalli). The only step between entering the MoU and a definitive agreement with GoM was stated to be the completion of a full project feasibility plan within three months.*

14. *Shortly afterwards, on 23 November 2014, another MOU (in the form of a shareholder's agreement) was signed between the members of the international "Investor Group", who by then included the companies of Mark Pawley, Ram Tumuluri, Ashok Rattehalli and Ambrish Gupta. This too anticipated that the PPP was being awarded to them without the need for public tender.*

15. *Following the signing of the October MOU, two parties reporting to GOM commenced Due Diligence work on its signatories. Further due diligence was later undertaken internally by DF Associates. All of these immediately flagged up serious issues with the parties proposing to take on the PPP. It is notable that GOM and their agents took no appropriate steps in the light of this information.*

16. *In January 2015, it appears the Ali family fell out with their agent Mohammad Walajahi, and he was replaced in the "Local Partners" group by Asad in return for the promise to Walajahi of €2.8M if/when the hospital concession was awarded to the consortium's company (at that time intended to be Crossrange Holdings Ltd).*

17. *It appears that the negative Due Diligence which Crossrange and Shaukat Ali seemed likely to attract if publicly associated with the tender, led at the last minute to the consortium arranging to submit the bid as if it involved only the international "Investor Group" represented by Bluestone acting through a newly formed and 100% owned subsidiary, Vitals Global Healthcare Limited.*

18. *Emails were exchanged with a view to setting up a further meeting. However, on 11 February 2015, Mr. Tumuluri informed Kevin Deguara and Jean Farrugia by email that Mohammad Shoaib Walajahi had been removed from the group and replaced by Asad Ali. This would be in keeping with our observation that Walajahi was probably an agent of Shaukat Ali and the "Local Partners" rather than an independent potential investor. We are not aware of him placing any funds in the group and his severance agreement, which is still outstanding, was based only on the introducer services he provided to Crossrange.*

19. *The email provides insight into the influence that the Ali family continued to have within both the consortium and the GoM,*

"...We are in the process of assigning Asad Ali as the point of contact for our local Malta representation. ***Asad is the son of Shaukat Ali and has direct contacts with the government officials and will be quicker to organize the necessary meetings and support we need from OPM.*** *Asad will soon be one of the Directors of Crossrange Holdings and also shareholder of Pivot Investments. I have copied Asad in this email. From this point on, please copy emails to Asad and remove Shoaib from the list ..."*

20. *This apparent change in the structure of the consortium was accompanied at the same time by a raft of rapidly produced contracts in May 2015. These took the form of very large and confidential consultancy agreements with Ashok Rattehalli and Shaukat Ali and the appointment of Shaukat Ali's wife Fakhra to Bluestone's board of directors. Shaukat's financial controller Saba Abbas (appendix 1.21) was shortly afterwards brought to Malta to oversee the finances of VGH. The consultancy agreements with Shaukat enabled him and his family to nefariously extract around €6.2M of concession monies within a year of the award of the concession.*

21. *In the run up to the MOU Asad had direct meetings and dealings with Brian Tonna, Karl Cini Partners at Nexia BT and Keith Schembri at OPM. In our opinion Asad replaced his father Shaukat as the face and name for the Ali family in relation to the health concession process.*

22. *As detailed above, up until early May 2015 the consortium's plan was for Crossrange Holdings Limited to submit the concession's bid but this had changed by around 11 May 2015 so that Bluestone/Vitals would submit the bid. Up until May 2015 Shaukat Ali had a 30% share in the project via Pivot Holdings Limited's 30% share in Crossrange Holdings Limited. However, when the decision was made to remove Crossrange, this seemingly removed Shaukat Ali's official ownership connection to the project.*

23. *We find it hard to believe Shaukat Ali, representing the "local partners", would not continue to have at least 30% even if his involvement/ ownership had to be camouflaged. It appears to us notable that around this time, and as detailed more fully in appendix 3.10, Bluestone entered into a number of agreements and with Shaukat Ali's Mount Everest FZ (appendix 3.20). These appear to us to have most likely represented an agreed payment in lieu of the planned shareholding via Pivot that recognised Shaukat Ali's (and perhaps others) personal contributions to the project from as early as 2014.*

24. *We did not locate Microsoft Word versions of the agreements to allow us to confirm when or by whom they were prepared. They were dated 25 February 2015, but we expect that the two consultancy agreements were most likely prepared after 11 May 2015 (once Bluestone/Vitals was agreed as the group submitting the concession bid) but backdated to 25 February 2015.*

25. *The agreement outlined two success fees (one dependant on the signing of a final agreement with GOM and the other on obtaining major finance) totalling €5.0M payable to Mount Everest following the signing of the Final Agreement with GOM and for achieving long term finance for the project.*

26. *In the same agreement, Bluestone agreed to pay Mount Everest FZ/ Shaukat Ali, €2M for his role in 'the project' which was defined as 'the process of signing an Agreement with the Government of Malta which will allow it (Bluestone) to take over and manage a number of health care facilities in Malta'.*

27. *In other words, Bluestone agreed a success fee with Shaukat Ali /Mount Everest which was dependent on the Bluestone group of companies winning the Maltese Healthcare Concession. Accordingly, Mount Everest FZ was paid approximately €2M between October 2016 and July 2017 for Shaukat Ali's role as 'Senior Consultant' in winning the concession. This may suggest Shaukat Ali and his co-promoters' original intention was simply to win the concession for the company and then make a quick capital gain by selling out their holding.*

28. *There was a second consultancy agreement for Shaukat Ali to perform the services of 'Senior Consultant' for Bluestone at a remuneration of €100,000 per calendar month. The stated duties of the senior consultant in this agreement were not success related but rather generic including "Report directly to the Board and keep the Board promptly and fully informed of his conduct of the business of affairs of the Company..."*

29. *Under the two consultancy agreements, Shaukat Ali/Mount Everest FZ stood to earn €6.2M (€5.0M + €1.2M) in the 12 months beginning 1 March 2015. This is possibly indicative of how long they would have to fulfil their caretaking role until the expected new long-term ownership could be found, Mount Everest FZ/GT received over €5.0M from Bluestone between October 2016 and November 2017. In addition, a further €1.3M was paid from Bluestone to Shaukat Ali and his family including his two sons and two wives and the company Global Assets Holdings Limited.*

30. *We also note the appointment of Shaukat Ali's wife Fakhra to Bluestone's board of directors at this time (see appendix 1.70). Shaukat's financial controller, Saba Abbas, was shortly afterwards brought to Malta to oversee the finances of VGH (see appendix 1.21). Whilst on paper having no stake in the Concession, in our opinion Shaukat Ali clearly had significant oversight of and influence over it. It is in our opinion significant that of all the investors that signed the initial Memorandum of Understanding (MoU) with the GoM, Shaukat Ali is the only one who has remained in play up to recent times.*

Summary of interaction between Asad and Mr Schembri

31. *We have discussed in full and referenced the interaction between Asad and Keith Schembri in appendix 3.04, the interaction is both ways with both parties helping and directing each other.*

Summary

- *Sharing of information on funding for VGH.*
- *Sharing of sensitive business information.*
- *Private meetings at Nexia BT and Castille.*
- *Meetings with contractors.*
- *Assistance with introductions to banks.*
- *Mr Schembri sharing CVs of people for key roles in VGH/ Stewards, including Adrian Hillman.*
- *Asad asking for assistance to speed up quarterly payments from GoM.*
- *Seeking Mr. Schembri's assistance to apply pressure/influence on government departments and key individuals within the Health Concession, for example, Ram Tumuluri and Ashok Rattehalli.*
- *Joint activity to reduce online reputational damage.*

- *Assistance to develop non-concession projects in Malta.*
- *Assistance to develop projects outside Malta.*
- *Assistance with Visa/Passport applications.*

32. *When we consider the activities above and the interaction between Shaukat Ali, Asad Ali and Mr Schembri identified in appendices 1.01 Keith Schembri, 1.04 Shaukat Ali, 3.02 Ali Family & Keith Schembri and 3. 03 Dubai Companies/Bank accounts. In our opinion the relationship with the Ali family is much more of a collaboration as a business partnership than assistance from a helpful government official.*

Asad's Business Links and Directorships/Shareholdings

Pivot Holdings Limited - C 67020

33. *The activities of Pivot Holdings Limited, Pivot is detailed in full and referenced in appendix 6.50.*

34. *As discussed above Pivot was one of the group that signed a Memorandum of Understanding, (MOU), with the Government of Malta for the hospital concession on the 10 October 2014, one day after incorporation. Pivot was one of the three named investors, the others being Bluestone Special Situations #4 and AGMC Incorporated.*

Date	Investor 1	Investor 2	Investor 3
10/10/2014	Pivot Holdings	AGMC	Bluestone Special Situations #4

35. *Pivot was incorporated on 09 October 2014. The company was registered at Crossbow House, 78 Cospicua Road, Paola. This is the office of the Ali family Auditor, Accountant and Financial Advisor, Mr Chris Spiteri. See appendix 10.10.*

36. *Pivot's initial shareholders were declared as Mohammad Shoaib Walajahi and Shaukat Ali each with 600 shares.*

37. *On 9 March 2015, Mr Walajahi transferred his shares equally, 300 shares to Asad Ali and 300 shares to Shaukat Ali. This appears to have been connected to his removal from the consortium of players at that time. Therefore, from 09 March 2015, Pivot was a company exclusively owned by the Ali family.*

38. *We have found no evidence in the data that Pivot was dissolved or liquidated or that the company filed comprehensive accounts to Malta Business Register.*

Eurasia Limited – C 54028

39. *The company was incorporated on 5 October 2011 with an issued share capital of €1,500 - 1,500 shares of €1. [112]*

40. *According to its Memorandum and Articles of Association [113], the registered office was located at Crossbow House", 78, Cospicua Road, Paola, Malta.*

41. *The main object for which the Company was formed was to provide all types of management consultancy and planning services.*

42. *On 2 November 2015, Wajid Ali sold his 750 shares in Eurasia Ltd to Asad A Capital Gains Tax computation was prepared by Mr Spiteri. From that date in 2015 onwards Asad owned 100% of Eurasia Ltd.*

43. *There are two companies with Eurasia included in their names, both owned by members of the Ali family – Eurasia Limited, C 54028 and Eurasia Services Ltd, C 52497, which was not incorporated until 5 November 2013 and was owned 50:50 between Asad and Yasar Zafar, a Tunisian individual.*

44. *The fact that Eurasia Limited filed limited company returns to Malta Business Register (MBR) is fully detailed and referenced in appendix 2.40. In the data lifted from Mr. Spiteri's offices we have identified financial accounts for the years ended 31 December 2015 and 2016. The 2015 and 2016 accounts appear to have been audited however, they have not yet been filed on the public record. There is no evidence in the data from Mr Spiteri's office of any financial accounts prepared for Eurasia Ltd in respect of the more recent financial years ended 31 December 2017, 2018, 2019 and 2020 – the years in which Eurasia traded with the concession.*

45. *Like Pivot, VGH and Eurasia Ltd did not file financial accounts during the tenure of the VGH/Steward hospital concession. In our opinion this was deliberate and intended to hide the financial transactions between Eurasia and the hospital concessionaires, VGH/Stewards.*

46. *Asad received €409,506.00 in payments from Eurasia. (Financial analysis 1.101.)*

Planetcore Malta Limited – C 67447 (Formerly Strategic Management Investment Ltd)

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[112] [Page 419, OCW 3 File1 VGH et Al Dok BOV Mo00015202110005063716.pdf]

[113] [Page 415, OCW 3 File1 VGH et Al Dok BOV Mo00015202110005063716.pdf]]

47. *Planetcore is detailed in full and referenced in appendix 6.70. At first glance Planetcore might appear to relate to Malta's Grand Harbour Regeneration Corporation (GHRC) rather than the Hospitals Concession and to be funded by unrelated USA investors. However, we found that a substantial amount of the funds received were transferred in a concealed manner to Bluestone Investments Malta Ltd via Dr David Meli's client accounts and that substantial payments of consultancy fees were made to the Ali Family and their company Eurasia.*

48. *We also note that the timing of the formation of the company (November 2014) and the consultancy agreements (February and March 2015) are all shortly after the Hospitals Concession, MOU was signed in October 2014 and that a GOM MOU with Planetcore (May 2015) was at the same time the Concession tender was submitted.*

49. *Planetcore was largely funded by Strategic Management Investment Inc and the Mansotra family. However, it should be noted that this company was registered in secrecy jurisdiction BVI and owned by two layers of Trusts. When Planetcore opened an account with Pilatus Bank in Malta it stated that its UBO's included the Ali family. Certainly, the main beneficiaries of Planetcore were Shaukat and Asad Ali, Eurasia and Bluestone Investments (which, as we have reported, made huge payments to the Ali family).*

50. *On 3 November 2014 Planetcore Malta Ltd was registered under the name of Strategic Management Investment Ltd (SMIL) at Suite 4, 62/63 Morina Court Gorg Borg Oliver Street, St Julians, Malta.*

51. *Planetcore was originally owned by two shareholders, Eurasia (20%) and Strategic Management Investment Inc BVI (SMII BVI) (80%). Its company secretary was Dr David Meli.*

52. *On 3 November 2014 Dr Meli (acting as secretary of SMIL) filed a document signed by Sanjeev Mansotra and Asad Ali obo Eurasia Limited stating that "No other person shall be entitled to receive notices of general meetings".*

53. *Shaukat Ali, Asad Ali and Sanjeev Mansotra were listed as the Ultimate Beneficial Owners, "UBO's" of Planetcore in their application forms for opening corporate bank accounts for Planetcore with Pilatus Bank in Malta.*

Consultancy agreement with Asad Ali

54. *On 1 February 2015 there is a consultancy agreement between Planetcore Malta and Asad, signed by Sanjeev Mansotra and Asad Ali, stating that Asad Ali shall be paid €10,000 per month (120k per year). [114]*

Payments from Planetcore's Pilatus account.

Payments to David Meli

55. *As discussed above, a total of $254,475 was paid to Dr Meli's client account 40021593048. These transactions are shown below:*

Date	*Description*	*Amount $*
13/01/2016	*GHRC/045/2015 LSE*	*200,000*
29/01/2016	*Num: DM00316*	*54,475*
Total		*254,475*

56. *Dr Meli's client account also received €179,904.65 from Planetcore on 14 January 2016 on 1 February 2016 Dr Meli's client account paid €50,000.00 to Planetcore. [115]*

Payments to Eurasia

Date	*Description*	*EUR account*	*USD account*
		€	*$*
09 Feb 2015	*Consultancy*	*10,000*	
10 March 2015	*Consultancy*		*10,800*
24 Mar 2015	*Insurance for Mercedes*		*2,879*
27 Apr 2015	*Consultancy*		*10,822*
04 May 2015	*Works at Chairmans residence*		*11,182*
04 May 2015	*Consultancy*		*11,182*
28 May 2015	*n/a*		*547*
07 July 2015	*Office maintenance*		*515*
Total		*10,000*	*47,927*

[114] [Consultancy Agreement – PlanetCore Asad Ali SM.doc.pdf]

[115] [Pages 19&20, Client account statement 21.03.15 to 21.03.20.pdf]

Payments to the Ali family - Totals

Payee	*Description*	*EUR account*	*USD account*
		€	$
Shaukat Ali	*Consultancy*	*45,000*	*233,404.12*
Asad Ali	*Consultancy /Directors fee/ expenses*	*42,700*	*245,634.69*

NAME	*NUMBER*	*INCORPORATION*	*DIRECTORS*	*SHAREHOLDERS*	*SOURCE*
Global Assets Holdings Limited	*C50018*	*24/06/2010*	*Aasia Parveen Shaukat and Shaukat Ali Chaudhry*	*Aasia Parveen Shaukat – 50% shares Shaukat Ali Chaudhr*	*Appendix 6.30*
Pivot Holdings Limited	*C67020*	*09/10/2014*	*Asad Ali, Aasia Parveen Shaukat and Shaukat Ali Chaudhry*	*Mohammad Shoaib Walajahi 33.3% shares Shaukat Ali Chaudhry 33.3% shares and*	*Appendix 6.50*
Crossrange Holdings Limited	*C68064*	*12/12/2014*	*Mohammad Shoaib Walajahi And Mark Pawley*	*Blueston e 70% Pivot Holdings 30%*	*Appendix 6.40*
Gozo Global Healthcare Limited	*C68092*	*15/12/2014*	*Mohammad Shoaib Walajahi And Mark Pawley*	*Crossran ge Holdings Limited - Blueston e 70% Pivot Holdings*	*Appendix 7.10*

NAME	***NUMBER***	***INCORPORATION***	***DIRECTORS***	***SHAREHOLDERS***	***SOURCE***

Gozo International Medicare Limited	C68094	15/12/2014	Mohammad Shoaib Walajahi And Mark Pawley	Crossrange Holdings Limited - Bluestone 70% Pivot Holdings 30%	Appendix 7.20
Mount Everest FZ	Media Free Zone of Fujairah, UAE.	03/03/2015	Asad Ali, Aasia Parveen Shaukat	Asad Ali, 50% shares and Aasia Parveen Shaukat 50% shares	Appendix 3.20
Mount Everest General Trading LLC	10871818 DUBAI, UAE	14/06/2011 Granted a commercial license in Dubai 13/09/2015	Ram Tumuluri Fatma Hamed Musabah Alshibli	Ram Tumuluri 49% shares Fatma Hamed Musabah Alshibli 51% (believed to be a nominee for Shaukat Ali)	Appendix 3.30

Companies linked to the Ali Family and the Health Concession

NAME	NUMBER	INCORPORATION	DIRECTORS	SHAREHOLDERS	SOURCE
Bluestone Investments Malta Limited	C 67975	09/12/2014	Mark Pawley Aasia Parveen from 30/05/2015	100% Mark Pawley via Asia Harimau Investments Limited (BVI) and Bluestone	Appendix 3.10
Vitals Global Healthcare Limited	C 70546	13/05/2015	Ram Tumuluri and Mark Pawley	Bluestone Investment Malta Limited 95% shares and Dr Ashok	Appendix 4.01
Vitals Global Healthcare Management Limited	C 70624	18/03/2015	Ram Tumuluri and Mark Pawley	Vitals Global Healthcare Limited 100% shares	Appendix 4.10

Vitals Global Healthcare Assets	*C 70625*	*18/05/2015*	*Ram Tumuluri and Mark Pawley*	*Vitals Global Healthcare Limited*	*Appendix 4.20*
Vitals Global Healthcare Resources	*C 81862*	*24/07/2017*	*Ram Tumuluri*	*Vitals Global Healthcare Limited*	*Appendix 4.30*

Global Assets Holding Limited – C 50018 & Bluestone Investments Malta Limited - C 67975

57. *On the 24 June 2010, Global Asset Holdings Limited (GAH), was registered at Abacus, Suite 2 Psaila Street. The directors and shareholders are recorded as Aasia Parveen Shaukat and Shaukat Ali Chaudhry, both hold 800 shares each. The Secretary of the company was Jonathan Vella (ID 534687M) who worked for Dr Anthony J Cassar and then subsequently for Mr Spiteri. [116] There is limited data to show that GAH traded on an annual basis and only declared an income on three annual returns, 2015, 2016 & 2017. See Appendix 6.30 and Appendix 6.31.*

58. *Mr Vella resigned as Secretary on 05 June 2017 to be replaced by Aasia. [117]*

59. *On 30th May 2015 Aasia was engaged as a director on the board of directors of Bluestone Investments Limited, to sit on the Board and have responsibility for matters relating to the management of the company.*

60. *The agreement with Bluestone was to run for 30 years from the day the company signs a definitive agreement with GoM. In our opinion this is an excessive amount of time for an agreement to run from inception.*

61. *Aasia was to receive a monthly remuneration of €10,000.00 plus a monthly allowance for expenses in relation to accommodation, health insurance, fuel allowance, mobile phone bills and other costs that have been agreed by the Company from time to time. [118]*

62. *At around the same time the Concession Agreement was being finalised, GAH entered into a "Procurement Consultant" agreement on 25 October 2015 with Bluestone Investments Malta Ltd.*

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[116] [Legal documents of Global Assets Holdings Ltd.pdf]

[117] [Page 3, [1]_Renam_edfile_FW Global Assets Holdings Ltd.msg—TS – 2016.pdf]

[118] [Contract Aasia with Bluestone Malta.pdf]

63. *Bluestone Investments Malta Ltd was represented by Ram Tumuluri while GAH was represented by Aasia Shaukat. [119]*

The agreement states:

"The Company (BML) is in the process of signing an Agreement with the Government of Malta which will allow it to take over and manage a number of healthcare facilities in Malta....The Company desires to engage the Consultant (GAH) with the requisite skills and abilities to perform the services of Procurement Consultant..."

64. *We have not seen GAH performing any duties associated with that of a procurement consultant. The renumeration for this contract was €25,000 per calendar month commencing on 01 November 2015 and shall remain in effect for three years. So far, we have not located any invoices for the work performed in relation to this contract.*

65. *We note that GAH received approx. €340k from Bluestone in the period January 2016 to April 2017 over fifteen transactions of varying amounts. These transfers were likely transferred under the guise of the consultancy contract discussed above.*

Date	**Description**	**Amount €**
18/01/2016	Bluestone Investment Reimbursement	25,000
19/01/2016	Bluestone Investment Reimbursement	7,000
28/01/2016	Bluestone Investment Employee Benefits	12,370
12/02/2016	Bluestone Investment Advance Payment	20,000
04/04/2016	Bluestone Investment Loan	50,000
08/04/2016	Bluestone Investment Advance Payment	18,000
27/06/2016	Bluestone Investment - Reimbursement	20,000
25/07/2016	Bluestone Investment - Reimbursement	11,000
03/08/2016	Bluestone Investment - Consultancy Payment	46,700
09/09/2016	Bluestone Investment - Advance to Contract	15,000
01/10/2016	Bluestone Investment Aasia Parveen	50,000
23/12/2016	Bluestone Investment - Directors Reimbursement	15,000
01/02/2017	Bluestone Investment - Consultancy Payment	15,000
11/02/2017	Bluestone Investment - Consultancy Payment	10,000
07/04/2017	Bluestone Investment - Advance on Directors Pay	25,000

[119] (Page 131, Batch C55 Global assets DB1000001320220314131537.pdf)

	Total	*340,070*

66. *In our opinion, we believe that GAH was a SPV used by the Ali family to facilitate illegitimate consultancy payments and money laundering. This is one of many examples in which the hospital concession money is used illegitimately by the Ali family.*

67. *Asad received €219,331.00 from Bluestone. (Financial analysis 1.101)*

68. *We know that on 30 May 2015 Asad, as a representative of Smart Symbol Holding Limited, signed a Contract of Engagement with Bluestone for a period of 3 years. Smart Symbol was responsible for all matters relating to Public Relations (PR). [120]*

69. *Documents on Deguara Farrugia (DF) Advocates Bluestone Escrow account shows USD$225,000 received on 19 August 2015 from those funds USD$11,615.81 was paid to Smart Symbol on 17 September 2015. [121]*

VGH Group & Stewards Group

70. *We have not located a contract of engagement between VGH and Asad Ali, but it is evident that he received consultancy payments from VGH. In total Asad received €573,800 from VGH/Steward.*

71. *Steward Malta Limited represented by Dr Armin Ernst signed a Consultancy Agreement with Asad on 25 September 2018. Monthly remuneration of €10,000.00 plus out of pocket expenses. [122]*

72. *In a spreadsheet of payroll, expenses and consultancy payments from the VGH/Steward bank account 40023647549 created by Sabih Jafri on 16 September 2019, on the summary tab are totals of consultancy payments:*

CONSULTANTS PAYMENTS	
PARTICULARS	***AMOUNT***
CONSULTANTS – ASA	*168,086.98*
CONSULTANTS – WSA	*169,512.83*
CONSULTANTS – DAVID	*110,000.00*
CONSULTANTS – IP	*120.040.00*

[120] [IMG_20160826_181007.4.pdf]

[121] [Page 32, Batch TP113 (Bluestone bag GFX5000065202203211091027.pdf]

[122] [Pages 491 to 497, OCW 3 File 1 VGH et Al Dok BOV M0000152021100563716.pdf]

BANK CHARGES	40.00
TOTAL CONSULTANTS FYE 2018	567,599.81

73. *In our opinion ASA is Mr Asad Shaukat Ali, WSA is Mr Wajid Shaukat Ali, David is Dr David Meli and IP is Mr Ivan Poprocky. [123]*

74. *From our financial analysis of Asad, we have established that he received at least €573,800.00 from VGH/Steward.*

Bluestone Investments Malta Limited and Mount Everest FZ

75. *In Appendix 3.21 we have prepared an analysis of identified payments to and from Mount Everest FZ bank accounts and invoices raised by Mount Everest FZ and we have*

Income received from:	€	$	AED
Bluestone Investments Malta Limited	1,475,000		
Alfanar Company		420,000	
Payments to:	€	$	AED
Asad Ali	72,930		
Fakhra Ali	202,000		675,441

76. *The relationship between Bluestone Malta Investments Limited and Mount Everest FZ/Shaukat Ali is set out in a consultancy agreement dated 25 February 2015 which we refer to as the €2M Consultancy Agreement [124]. We did not locate a Microsoft Word version of the agreement to ascertain when it was authored.*

77. *The €2M consultancy agreement stipulates at clause 3.1 that Bluestone would pay Mount Everest FZ a one-time fee of €2,000,000 payable within 60 days from the signing of the 'Final Agreement' for the project with GOM and on presentation of an invoice to this effect.*

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123 [Bank St_18 (Sabih).xlsx]

124 [Consultancy Agreement — Bluestone Malta (2M) 2.pdf]

78. *At clause 3.2 it is also agreed that "in the eventuality that the company acquires the funding through long-term bond or when the Company lists and trades on public markets, it is further agreed that the Company shall increase the total cumulative amount as mentioned in 3.1 above to Five Million (5,000,000) Euro". We have discussed Bluestone's efforts to attract major funding in appendix 3.10.*

79. *A second consultancy agreement of the same date, 25 February 2015, between Bluestone Investments Malta Limited and Mount Everest FZ mirrors the consultancy agreement discussed above save for the remuneration clause at point 3.1. This stipulates that Bluestone would pay to Mount Everest FZ / Shaukat Ali the amount of €100,000 per month. [125] We refer to this as the €100K Consultancy Agreement.*

80. *The two payments from Bluestone, €500,000 on 1 October 2016 and 5 October 2016, may relate to either the €2M Consultancy Agreement or the €100K Consultancy Agreement. The term 'Final Agreement' referred to in the €2M consultancy agreement is not defined nor therefore is the 60-day payment term from the signing of the 'Final Agreement'. Either way we note that the first two amounts of €500,000 from Bluestone to Mount Everest FZ on 1 October 2016 and 5 October 2016 were paid immediately after VGH's first receipt of funds from GOM on 29 September 2016. [126] Clearly, Mount Everest FZ was considered to be priority creditor once GOM funds had been received.*

81. *Asad received €72,930.00 in payments from Mount Everest. (Financial analysis 1.101)*

Incorp SARL

82. *Incorp SARL is detailed in full and referenced in appendix 3.40. it was incorporated in Tunis in April 2009 with Asad appointed as Manager and Wajid Ali appointed as Co-Manager. Both brothers individually held 30% shareholding at 450 shares each. [127]*

83. *Asad and Wajid owned 60% of Incorp since its incorporation. However, following a request from BoV for due diligence on the owners of the company in early June 2017, all of the Ali brothers' shares in the company were transferred to Yasar Zafar. It is notable that Incorp had only just entered into the potentially lucrative new agreements with VGH, Zenith and Malta Healthcare Caterers. We expect it would have been very obvious to any bank that Asad and Wajid's ownership of*

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125 [Consultancy Agreement – Bluestone Malta (100k) 2.pdf]

126 [Page 1, Statement 40023647549 2015_2019.pdf]

127 [(1)_Renamedfile_Confidential Incorp legal Documents.msg--Incorp Translated MOA.pdf]

Incorp represented an obvious conflict of interest for their respective roles in VGH, their general fiduciary duties with VGH and the governance of public funds.

84. *Despite their ownership of Incorp officially ending in June/July 2017, we found evidence of Asad and Wajid's practical ownership of the company to have continued beyond 2017.*

85. *Dr David Meli and Dr Deborah Chappell drafted the various agreements involving Incorp from late 2016 to March 2017 and were involved in providing BOV with the documents in June/July 2017 that confirmed Yasar Zafar as the sole owner. In our opinion they each will have been fully aware how the change in ownership avoided any spotlight falling on Asad and Wajid Ali's respective positions in VGH that had allowed them to become part of the concession supply chain. We also consider Dr Meli's and Dr Chappell's respective roles and remunerations to have extended beyond that of a normal third-party lawyer/in house lawyer and we have examined this further in appendices 10.20 and 10.30.*

86. *As well as acting as the front man in Incorp, Yasar Zafar also provided online reputational management services to Mr Schembri in 2020 and had done the same for VGH in 2017. We have prepared a personal profile for Mr Zafar in appendix 1.80.*

87. *Incorp became a vehicle for collecting 'kickbacks' from suppliers to the Concession. We conclude that the Tunisian company, Incorp SARL was controlled by the Ali family and has the same trading address as Tunisian company, STE Healthco (appendix 3.41).*

88. *VGH / Steward awarded contracts for construction, IT, cleaning, and catering services which appear to have resulted in kickbacks to Incorp. The suppliers involved were Sirimed SRL, Eurasia Ltd, Zenith Group Services SRL and Malta Healthcare Caterers Ltd. Some of the kickbacks were under the guise of consultancy fees, while others involved interposing Incorp between the supplier and the Concessionaire enabling Incorp to generate a profit (usually set at 10%) on all supplies.*

89. *We found documents and correspondence setting up the contracts and systems for these kickbacks. However, the Inquiry does not have full access to the suppliers' bank accounts and accounting records and has requested, but has not obtained, bank accounts or accounting records from Tunisia for Incorp. Whilst we were therefore not able to fully evidence all the kickbacks taken by Incorp; we have set out an estimate of these based on what the suppliers contracted with Incorp to pay from the evidence that is available.*

90. *Doing the best analysis, we can with available data, we suggest that kickbacks at around the following levels were contracted to be received from:*

Entity	*€*
Sirimed	*500,000*
Zenith	*Estimated 350,000*
Malta Healthcare Caterers Ltd	*Estimated 600,000*

91. *We have estimated the value of concession funds paid to Incorp based on the value of invoices it raised on the concession's suppliers. To further investigate the full extent of Incorp's illegitimate extraction of funds from the concession, we require the books and records of not only Incorp but Zenith SRL, Zenith Malta Division Ltd, Malta Healthcare Caterers Limited/James Caterers Limited and Sirimed SRL.*

Sirimed – construction

92. *Incorp invoiced Sirimed €500,000 on 15 May 2018 for "Professional Services Consultancy Fee for Barts Medical School". The invoice from Incorp was dated just 11 days after VGH had made the first payment of €500,000 to Sirimed on 4 May 2018.*

93. *We have found no evidence of any consultancy work being carried out by Incorp (Wajid and Asad were already being paid personally from VGH/Bluestone for their services – see appendices 1.10 and 1.11).*

94. *We conclude that the invoice also related to a kickback payment and note that the nature of the consultancy services supposedly provided by Incorp to Sirimed appear to us practically identical to those supposedly provided to Sirimed by Accutor AG (appendix 3.62) and Eurybates (appendix 3.74).*

95. *The invoice is believed to have been paid by Sirimed to Incorp's Tunisian bank account. However, bank statements for Incorp are needed to confirm the flow of funds and the dispersal of the funds once received by Incorp.*

Zenith SRL – cleaning services

96. *Incorp is also believed to have received a 10% 'skim' under the guise of consultancy services on a multi-million Euro contract awarded by VGH for cleaning services in Maltese hospitals provided by Zenith SRL (appendix 2.30).*

97. *VGH/Stewards paid Zenith almost €3.5M for cleaning services between July 2017 and December 2019 but more may have been paid directly from the hospital bank accounts. This is also still under review. Although we have found only a few examples of Incorp invoices as noted below, the agreements we have found suggest that Incorp should have received around €350,000 on the Zenith contract being 10% of around €3.5M.*

98. *On the back of the above cleaning consultancy arrangement, it is suspected that Incorp may have received payments from Zenith's Crédito Siciliano bank account.*

99. *We note that Incorp invoiced VGH for "Facility Management Services" at a rate of 10% based on the value of cleaning services provided by Zenith. So, for example, Zenith invoiced VGH for cleaning services at GGH for the month of December 2017 at a cost of €76,953.97. Incorp then invoiced VGH for a further €7,695.39 (10% of €76,953.97)*

100. *The Incorp invoices to VGH show that payments for the 'Facility Management Services' invoices were to be paid to the same Tunisian bank account which was to receive the €500,000 from Sirimed noted above.*

101. *It is suspected that the 10% charge on the value of cleaning services represented another way for the Ali family to extract funds from the concession and the 10% looks like a pre-arranged rate of "commission"/ kickback to the people who awarded the cleaning contract.*

Malta Healthcare Caterers Ltd

102. *The companies that make up James Caterers Ltd and Malta Healthcare Caterers Ltd appear for many years to have been the dominant suppliers of catering services to the entire Maltese hospitals and healthcare sector (including the three hospitals transferred to VGH under the concession.*

103. *However, as detailed and referenced more fully in appendix 2.50, shortly after the Concessionaires began operating, a new contract was negotiated for the three Concession Hospitals. This introduced Incorp Sarl (appendix 3_40), as a 'middleman' between James Caterers Ltd and Malta Healthcare Caterers Ltd and VGH (and subsequently Stewards).*

This tripartite arrangement entitled Incorp to earn a 10% "commission" on all of the Concessions catering services.

104. We do not have access to Incorp's records to evidence amounts earned under this arrangement. However, as more than €6 million was subsequently paid out of concession monies for the provision of catering services, Incorp was entitled to earn more than €600,000. Joshua Zammit (appendix 1.100) who is closely allied to Keith Schembri played a key role in bringing this arrangement to fruition.

Eurasia Limited

105. It appears that at least some of what was paid by Zenith to Incorp was subsequently forwarded to Eurasia Ltd, appendix 2.40. We found instances where Eurasia subsequently invoiced Incorp for the same amount that Incorp had invoiced VGH for the 'Facility Management Services'. Accordingly, Eurasia received funds from Incorp. If the flow of funds followed in the same manner as the invoices, then VGH in Malta paid Incorp in Tunisia which then passed the same amount to Eurasia back in Malta. We found that Eurasia received a total of €81,769 from Incorp.

106. In our view each of these companies was under the control of the Ali family, so the flow of funds appears to be illogical at first glance. This offshore/onshore flow of funds will require bank statements/financial records for Incorp to understand completely.

Encorp Management Limited

107. We found a similar corporate structure for the Maltese company Encorp Management Limited C 81576, Encorp. Wajid and Asad held a similar shareholding and, as we have identified in Incorp, shares were then transferred to Yasar Zafar.

108. The corporate structure of Encorp is fully discussed and referenced in appendix 6.20.

109. We did not identify any financial records for Encorp or any evidence it traded or provided either of the two intended services. Therefore, we believe its only relevance to this Inquiry is twofold:

- *Like in the case of Incorp SARL, it shows Asad and Wajid Ali to have installed Yasar Zafar as company director/ secretary when Mr Zafar had no role in the company. Flowing from this, it also shows Mr Spiteri to have*

facilitated Mr Yasar Zafar's position as a name of convenience for Asad and Wajid Ali.

- *A private agreement from June 2017 and an ownership declaration from July 2018 give the impression that Asad and Wajid Ali had a 60% shareholding in Encorp via their 60% shareholding in Incorp SARL (despite their shareholding in Incorp SARL ending in questionable circumstances in July 2017). However, in our opinion, Incorp's ownership of Encorp is also questionable as Asad and Wajid each appear to have directly funded 50% of Encorp's share capital amount and incorporation expenses.*

110. *With the assistance of Mr Spiteri's office, Yasar Zafar was installed as the director/secretary of Encorp by Asad and Wajid Ali. Like in the case of Incorp SARL, we found Mr Zafar to have been the Director of the company in name only and with no direct role in the company other than to appear on official documents.*

111. *We found no direct contact or email discussion between Mr Spiteri, Jonathan Vella and Yasar Zafar and if Mr Spiteri's office needed a signature from Yasar Zafar they notified Asad or Wajid Ali.*

112. *Therefore, in keeping with a number of other companies connected to the concession, the official ownership and directorship of Encorp did not accord with its true ownership or who directed and administered the affairs of the company.*

Other Consultancy agreements for Asad Ali

113. *On 31 July 2018 Asad signed an Employment Agreement with SpringX Media AG also referred to as Spring xMedia AG, Switzerland. Asad's remuneration was CHF 20,000.00 per month. His contract was for 5 days per week a t 9 hours per day less a 1-hour break. Considering his activities with VGH/Stewards, Eurasia and Bluestone he was a very busy man. [128]*

114. *The interactions and flow of payments between the "Spring Group" and the "Accutor Group" are detailed and referenced in appendix 3.72 Spring Healthcare Services AG. Along with the Ali family recipients of funds included former PM Joseph Muscat.*

115. *Spring Healthcare was one of five Accutor companies in Switzerland which can be linked to the Maltese Healthcare concession, either through receiving funds from the concession or from being associated with Mr*

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[128] [Pages 473 to 488, OCW 3 File 1 VGH et Al Dok BOV M00001520211005063716.pdf]

Schembri or Dr Muscat. The composition of these five Swiss Accutor companies and their respective links to the Maltese healthcare concession is detailed in appendix 3.61. Dr Mizzi's indirect association with a further Accutor group company, Accutor BV is detailed in appendix 3.70.

116. *Asad received €190,000.00 from Accutor AG. (Financial Analysis 1.101)*

117. *The data shows a letter dated 24 August 2021, signed by Aasia Shaukat as Partner. The letter confirms that Asad has been appointed as Managing Director of Canberra International GmbH, Canberra, effective from 1 June 2020. Asad was to receive an annual fee of CHF 120,000.00 (net) paid monthly. [129]*

118. *Canberra is an Ali family company incorporated in Switzerland, with Aasia Shaukat as a Partner. In a BoV Bank document it is identified that Aasia has a 60% shareholding in Canberra International. [130]*

119. *We can see a Chat group "Spring" in 2020, which includes Neville Gafa, Wasay Bhatti, Shaukat Ali (Canberra International) and Keith Schembri. The WhatsApp chats are discussing meetings with named individuals and business opportunities abroad. [131]*

120. *There is a second chat group named "Spring Special Private" this includes Neville Gafa, Wasay Bhatti and Keith Schembri. Discussing business activities. [132]*

121. *For example, in an email dated 6 January 2020, Keith Schembri forwards an email from an unknown source to Asad Ali, Wasay Bhatti and Kenneth Azzopardi , the subject is Bizert Project – Tunisia and discusses road and bridge construction and the need to obtain documents – "hence in order to get the mentioned documents, a mandate is to be issued as a command/authorisation for our Tunisian partner authorising him to act on behalf of our bidding company". We note the use of the term 'our bidding company'. [133]*

122. *The data shows Neville Gafa forwarding "Pro forma Invoices" to Asad at VGH asking for "good price for the request equipment please?" in November 2017. Asad then sends the invoices to Yasar Badar and Ivan Vassallo at Technoline. [134]*

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129 [Page 489, OCW 3 File 1 VGH et Al Dok BOV M00001520211005063716.pdf]

130 [Page 15, Jan23 – 256 dok BOVX BOV Pledge00002020230126090025.pdf]

131 [Chat 436.txt]

132 [Chat 386. txt]

133 [442872.partial.emlx]

134 [113831.partial.emlx]

123. *In early 2019 we can see that Neville Gafa was close to Keith Schembri and held a position at OPM during Mr Schembri's tenure. [135]*

124. *Mr Gafa appears to have had a checkered past having been dismissed from the Foundation of Medical Services in 2018 by Minister Fearne and then given another role within the centre of government at OPM. [136]*

125. *There is limited information in the data about Canberra, but we can see emails from Lea Debeljak as Executive Assistant of Canberra supplying invoices [137] to Mr Spiteri's office and giving instructions on the payment of staff in the Ali household. [138]*

126. *Although the emails above have Canberra address and email details they would suggest that Lea Debeljak was located in Switzerland when transmitting these messages. In fact, Lea Debeljak was on the payroll of VGH/Steward from 12 September 2016 as an Administration Officer. Their company designation was given as "International" whereas other employees are designated to specific hospitals/ Locations. [139]*

127. *The engagement of Asad to Canberra postdates the Ali Families' direct connection with the Health Concession but as we have shown in other appendices, payments from Steward to the Ali family as consultancy fees still flowed.*

128. *Although we have no financial data on Canberra, we can see at least one payment from Steward to Canberra International GmbH on the 14 December 2020. The payment of €60,000.00 is listed on a spreadsheet tab "Recurrent Expenses". In our opinion, the tab name would indicate that this payment was recurring rather that a single payment. [140]*

129. *In conclusion, in our opinion as can be seen from the above appendices, Asad was forefront in every layer of extracting funds from the Health Concession and the misappropriation of public funds.*

Wajid Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 80542(A) - Appendix 1.11:

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[135] [11831.partial.emlx]

[136] [11652.partial.emlx]

[137] [message.body - Re: Asad Ali requested statements.msg]

[138] [Message body – Carmelita's Pay slips &.. FS5/FS3.msg]

[139] [Row 127 tab 2017_2018, Payroll Pivot — 2017-2018 – Clinical only – miro version.xlsx]

[140] [Row 27 Recurrent Expenses tab, Cashflow March 2021.xlsx]

1. *Wajid Shaukat Ali ("Wajid Ali") acted as a Company official and/or shareholder in several Companies owned and controlled by his family ("the Ali family"). He also held managerial consultancy positions at VGH/ Steward and Bluestone Investments Malta Limited.*

2. *We suspect that Wajid Ali received hundreds of thousands of Euros in payments and services from public funds through the hospital concession funding.*

3. *He actively took steps to conceal the ownership of Companies which benefitted from contracts with VGH/Steward and received funding from the hospital concession. We also suspect that he received corruption/ bribery payments for and on behalf of the Ali family.*

Personal Information

4. *Wajid Ali was born in Tripoli, Libya on 22 July 1986. He holds Pakistani Passports numbers HC1802471 and KG617588. [141] He also holds Maltese Permanent Residency (M00038691) from 22 September 2012. [142]*

5. *Wajid Ali is the second son of Fakhra Shaukat Ali, (Appendix 1.70) and Shaukat Ali Chaudhary [143] (Appendix 1.04.)*

6. *Wajid Ali is the brother of Asad Shaukat Ali [144] (Appendix 1.10.)*

7. *Wajid Ali holds Maltese Passport 1371384 and previously held Maltese Residency Permit MT2205875. [145]*

Lease agreement between FSV Limited and Wajid Ali

8. *Further information regarding this matter along with supporting documents can be found in Appendix 2.95 - FSV Limited.*

9. *On 1 October 2017, FSV entered into a lease agreement with Wajid Ali for the premises situated at Block 16, Flat 57 Pendergardens, Triq Sant' Andrija, San Giljan, STJ 9023 ("the Pendergardens apartment". The duration of the lease was 24 months with effect from 1 October 2017 and the rent was €2,400 per month. As detailed below the apartment was one of twenty properties being rented by VGH.*

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[141] [Page 17, OCW-3 FILE 1 VGH ET AL DOK BOV M00001520211005053716.pdf]

[142] [Passport Copy Wajid Shaukat Ali.pdf]

[143] [Page 501, BATCH CS71 MR MRS ALI DB2-00001520210812080636.pdf]

[144] [Page 501, BATCH CS71 MR MRS ALI DB2-00001520210812080636.pdf]

[145] [Page 2 - NCW-57 – HG 00005220211126080651.pdf, Page 2]

10. *Josette Schembri Vella signed the lease agreement on behalf of FSV and, although not specified on the lease agreement, we suspect that Wajid Ali was signing on behalf of VGH rather than in a personal capacity. As we are not in possession of the data we cannot establish the author and provenance of the original version of the lease agreement.*

VGH rental property spreadsheet

11. *On 17 January 2018, Ali Delecia emailed Dr Deborah Chappell (with Dr Elaine Bridge copied in), attaching a spreadsheet which detailed various properties rented by VGH. Ms Delicia indicated to Dr Chappell that the spreadsheet was for her eyes only. Further, Ms Delecia informed Dr Chappell that she would send her the contracts along with addendums and extensions.*

12. *The rental property spreadsheet confirmed the details of twenty apartments that were at that time being rented by VGH. On the spreadsheet the Pendergardens apartment was allocated to the Ali family. The spreadsheet also confirmed that FSV was the Landlord and replicated the information contained in the lease.*

13. *One detail on the spreadsheet that did not appear accurate was the entry that indicated that the lease agreement was signed by an individual named "Udai Kumar" who was acting on behalf of Ohum Healthcare Solutions Inc (Appendix 2.111). This appears to be a data entry error; however, we cannot rule out that this was a deliberate attempt to hide Wajid Ali's connection to the Pendergardens apartment.*

14. *The spreadsheet also notes that the property would be used by the Ali family 'but tenants are not fulltime' and that the lease had been arranged directly through the Landlord rather than through an Agency.*

15. *The fact that the Ali family were apparently not resident in the property full time is consistent with them each having their own private residences in Malta. We suspect this would either limit or negate their need to use the Pendergardens apartment. Other than the spreadsheet and the lease agreement we have found no other documents or correspondence from VGH or Stewards, linking the Ali family to the Pendergardens apartment. However, as discussed below, we have formed the opinion that the apartment may have been used by associates of the Ali family, including*

Keith Schembri (Appendix 1.01) and Denis Orlov (Appendix 1.170), at the expense of VGH/Stewards.

Cannapharm Technologies Malta Limited and Denis Orlov

16. *The Pendergardens apartment was the registered address of Cannapharm Technologies Malta Limited's (CPTM) Director, Denis Orlov. Mr Orlov's residency permit card links him to the address when it was issued on 29 October 2018.*

17. *A Jobsplus engagement form also confirms Mr Orlov's employment with CPTM from 1 November 2018 and that he resided at the Pendergardens apartment.*

18. *With no apparent role at VGH or Stewards, Mr Orlov's residency at the Pendergardens apartment casts doubt on the validity of the lease agreement between FSV and VGH and the payments made by VGH to FSV in respect of rent. However, this does create a nexus between CPTM, the Ali family and others who used the Pendergardens apartment or provided it as an address including Mr Schembri.*

19. *We have considered Mr Orlov's association with Mr Schembri, Shaukat Ali and CPTM, including how CPTM was linked to Accutor AG, in Appendices 1.170 and 3.80.*

Lease payments were made from Bluestone/Stewards Malta Management to 3City Designs and later from SMM to FSV

20. *The monthly rental amount of €2,400 was paid initially from Bluestone Investments Malta Limited to 3City Designs Ltd and then subsequently by Steward Malta Management (SMM) to FSV. Kasco accountant, Robert Zammit, and VGH's Sabih Jafri, were both involved in organising payment of the rent.*

21. *Between November 2017 and January 2018, €9,600 was paid by Bluestone Investments Malta Limited to 3City Designs Limited. Between February 2018 and October 2018, 3City Designs Limited received nine further payments of €2,400 from SMM totalling €21,600.*

22. *Between 25 November 2018 and 24 December 2019, FSV received 15 payments of €2,400 from SMM totalling €36,000 (see Appendix 4.10 for further details).*

An altered version of the lease agreement was introduced by Shaukat Ali in April 2020

23. *An altered version of the original lease agreement appeared in April 2020 which was identical in every way to the original lease agreement, save for its duration, which had been increased from 24 months to 60 months.*

24. *Amending the lease duration from 24 to 60 months, without preparing a new lease agreement, suggests to us that Shaukat Ali and Mr Schembri had privately agreed to extend the tenancy and the cost would be borne by Steward Healthcare.*

25. *We did not locate a Microsoft Word version of the altered lease document so we cannot determine who changed the term from 24 to 60 months but given that it first appears in Shaukat Ali's possession and was sent to Saba Abbas by him, we expect the alteration was made by him or a member of the Ali family.*

26. *Shaukat Ali sent the altered version of the agreement to Saba Abbas on 22 April 2020 with the comment:*

> *"Above is for your information only. Let's keep the issue as it, till Corona season finish and I meet Dr. Armin"*

27. *The altered version extended the duration of the lease to 30 September 2022, which also increased the whole life value of the lease to €144,000 (€2,400 per month x 60 months).*

28. *However, the attempt to extend the lease from 24 months to 60 months did not succeed as Steward employee, Luca Amato's interaction with Mr Schembri's accountant below confirms.*

Robert Zammit continued to chase payment of rent on behalf of FSV after the term of the lease agreement had ended

29. *A few weeks after Shaukat Ali's introduction of the altered version of the lease agreement, Mr Schembri's accountant, Robert Zammit, chased payment of rent supposedly due to FSV.*

30. *Mr Zammit emailed Mr Boyanov of Stewards on 14 May 2020 to enquire why rent payments had stopped in December 2019 (despite the term of the original lease ending on 30 September 2019). Legal Counsel for Steward International, Luca Amato, replied on 15 May 2020 informing Mr Zammit that Steward Health Care Malta (SHCM) was not party to the lease agreement and thus no rent was due from SHCM.*

31. *A handwritten note on the copy of the email made by a member of Mr Spiteri's audit and accounts team suggests that the "contract stopped on 31/12/2019". This marries with the final payment of €2,400 from the VGH bank account on 24 December 2019.*

32. *On 30 December 2019, Mr Boyanov sent a WhatsApp message to Saba Abbas stating:*

> *"Don't make any more payments for Pendergardens apartment; the lease expired 3 months ago and it is also not ours (I saw Wajid as tenant and Ohum on another copy). We are not party to this agreement"*

Funds Received From Health Concession

33. *Wajid Ali's financial activity has been analysed in Appendix 1.111. We believe he received substantial monies which originated from the health concession funding which represent public funds paid to VGH by GoM.*

Summary

VGH/Steward	*506,013*
Bluestone Investment Euro	*100,163*
	606,176

Funds received from Corporate entities linked to VGH/Stewards	
Eurocasia Ltd	*31,600*
Mount Everest FZ LLC	*12,500*
Accurator AG	*50,000*

94,100

Total funds identified as being paid to Wajid Shaukat Ali €700,276.00

Business Links and Directorships

Eurasia Limited (Appendix 2.40)

34. Eurasia Limited was incorporated on 5 October 2011 with an issued share capital of €1,500 - 1,500 shares of €1. [146]

35. According to the companies Memorandum and Articles of Association, its original registered office was Abacus, Suite 2, Psaila Street, Santa Venera, the company subsequently relocated to Crossbow House, 78, Cospicua Road, Paola, Malta. This was also the office of the Ali family Auditor, Accountant and Financial Advisor, Mr Chris Spiteri. See Appendix 1.10.

36. The Company was formed to provide all types of "management consultancy and planning services".

37. Originally Wajid Ali held an equal shareholding in the company with his brother but on 2 November 2015, Wajid Ali sold his 750 shares to his brother Asad Ali. Mr Spiteri prepared a Capital Gains Tax computation for tax purposes and from that date onwards, Asad Ali was the sole owner of Eurasia Ltd. [147]

38. Two Companies have the name "Eurasia" and both are owned by members of the Ali family – Eurasia Limited, C 54028 and Eurasia Services Ltd, C 52497. The latter was incorporated on 5 November 2013 and was owned equally by between Asad Ali and Yasar Zafar Yasin, a Tunisian individual.

39. The fact that Eurasia Limited filed limited company returns to the Malta Business Register (MBA), is fully detailed and referenced in Appendix 2.40, In the data obtained from Mr. Spiteri's offices, we have identified

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[146] [Pages 411, 415,419 & 431, OCW 3 File 1 VGH et al dok BOV.pdf]

[147] [Page 417, BATCH CS76 EURASIA LTD DB20000212021081209382 2.pdf]

financial accounts for the years ending 31 December 2015 and 2016. The 2015 and 2016 accounts appear to have been audited, however, they were not filed on the public record. There is no evidence in the data from Mr Spiteri's office of any financial accounts prepared for Eurasia Ltd in respect of the more recent financial years i.e 31 December 2017, 2018, 2019 and 2020 – the years in which Eurasia traded with the concession.

40. Like VGH, Eurasia Ltd did not file financial accounts during the tenure of the VGH/Steward hospital concession. In our opinion, this was deliberate and intended to hide financial transactions between Eurasia and the hospital concessionaires.

VGH Group & Stewards Group

41. On the 25 May 2015, Wajid Ali signed a contract with Sri Ram Tumuluri, Director of VGH. Therein, Wajid Ali was engaged as the Regional Marketing Director for the Mediterranean, Africa and Middle East, commencing 1 July, for a period of 3 years. [148]

42. His remuneration was €10,000.00 per month plus expenses and he was also to receive a commission of €50.00 for each patient he introduced to the Maltese hospitals who spent a minimum of €1,000.00 at one of the "Company owned hospitals". [149]

43. Wajid Ali's engagement with the hospital concession companies continued after the takeover of VGH by Steward in May 2018. We have identified salary payments being made to him by Stewards and he sign a letting agreements on behalf of Steward's in August 2018.[150]

44. In a spreadsheet of payroll, expenses and consultancy payments which was created by Sabih Jafri on 16 September 2019 and concerned the VGH/ Steward bank account 40023647549, the summary tab records totals for consultancy pay ments:

CONSULTANTS PAYMENTS	
PARTICULARS	***AMOUNT***
CONSULTANTS – ASA	*168,086.98*

[148] [Pages 535 to 539, Batch CS29 Steward MM Box DB5000044202203161257O9.pdf]

[149] [Pages 535 to 539, Batch CS29 Steward MM Box DB5000044202203161257O9.pdf]

[150] [FWD FW Lease Extension for Zenith Mansion.msg—Lease Agreement - Zenith Mansons.pdf]

CONSULTANTS – WSA	169,512.83
CONSULTANTS – DAVID	110,000.00
CONSULTANTS – IP	120.040.00
BANK CHARGES	40.00
TOTAL CONSULTANTS FYE 2018	567,599.81

45. *In our opinion, ASA is Mr Asad Shaukat Ali, WSA is Mr Wajid Shaukat Ali, David is Dr David Meli and IP is Mr Ivan Poprocky. [151]*

Facilitating Payments for Wajid Ali

46. *In our opinion, Fakhra Shaukat Ali (Shaukat Ali's first wife) permitted Wajid Ali to channel salary and other payments via her BOV bank account. It is our opinion that this was to conceal payments going to Wajid Ali but it is not clear whom the payments were being concealed from.*

47. *On the 19 July 2017, Wajid emailed Ram Tumuluri and supplied details of his mother Fakhra's BOV bank account 40022057677. [152]*

48. *On the 30 October 2017, Wajid Ali emailed Saba Abbas and Sabih Jafri at VGH and asked, "Could you please send my consultancy fees to the below mentioned A/C as I won't be using my own account due to personal reasons." He then supplies his mother's BOV bank account 40022057677. [153]*

Some examples

49. *A spreadsheet created by Sabih Jafri on 22 May 2018, in relation to VGH Management Ltd BOV bank account 40023647549, has an "Account statement" tab which shows a payroll payment of €10,000 Ms Fakhra Shaukat A Wajid S Ali salary Mar 2018 EUR 10,000.00 ref 311-10/04/2018-9479-201-1. Payments bearing this reference were recorded as being made on 01 February 2018, 28 February 2018, 10 April 2018 and 27 April 2018. [154]*

50. *VGH (Management) Ltd also paid consultancy payments to Fakhra Ali. The spreadsheet created by Sabih Jafri on 10 April 2018 in relation to VGH Management Ltd BOV bank account 40023647549, has an "Account*

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[151] [Bank St_18 (Sabih).xlsx]

[152] [Message.body – A/C details.msg]

[153] [Message.body – A/C Details.msg]

[154] [Account Statement 2018_Month Wise.xlsx]

statement" tab which shows a payment of €10,000 on 2 August 2018 Ms Fakhra Shaukat A SAL WSA Comp JULY 2018 – ref 311-02/08/2018-9477-507-1. A similar payment was made on 1 September 2018. [155]

51. *A similar spreadsheet created by Sabih Jafri on 15 January 2019 in relation to VGH Management Ltd BOV bank account 40023647549, has an "Account statement 2019" tab which shows a payment of €10,000 "Director Salaries" on 31 January 2019, Ms Fakhra Shaukat A WSA Comp Jan 19 EUR 10,000.00 ref 311-31/01/2019-9352-1002-1 – 10,000.00. [156]*

52. *We have examined Fakhra Ali's BOV bank account 40022057677 for* ***deposits*** *that reference Wajid Ali which shows the following:*

DATE	***AMOUNT €***	***COMPANY***	***REFERENCE***
08/08/2017	*45,000.00*	*-*	*Loan from Wajid Shaukat*
19/10/2017	*5,000.00*	*-*	*From Wajid Shaukat payback*
20/10/2017	*5,000.00*	*-*	*From Wajid Shaukat payback*
TOTAL	***€55,000.00***		
01/11/2017	*10,000.00*	*Bluestone*	*Payment to Wajid*
01/02/2018	*10,000.00*	*VGH*	*Payroll Wajid Shaukat Ali*
28/02/2018	*10,000.00*	*VGH*	*DIR WSA compensation Feb 18*
10/04/2018	*10,000.00*	*VGH*	*Wajid S Ali salary Mar 2018*
02/08/2018	*10,000.00*	*Steward*	*Sal WSA Comp July 2018*
01/09/2018	*10,000.00*	*Steward*	*Salary Wajid S Ali Aug 2018*
04/12/2018	*5,000.00*	*Steward*	*Salary comp WSA Dec 18*

155 [Account Statement 01 Jan_16 Oct 18 (version 1) (1).xlsx]

156 [Account Statement 01 Jan – 31 dec 19 (Master) .xlsx]]

31/01/2019	10,000.00	Steward	WSA comp Jan 19
TOTAL	**€75,000.00**		

53. *There is evidence, in the bank statements, that there were multiple movements back and forward between Fakhra's account and Wajid Ali's account. Wajid Ali continued to receive sporadic payments from Eurasia, Bluestone, Sovika Holding Malta Limited and VGH/Steward into his own BOV bank account 40020627287 during the above period. [157]*

54. *Sovika Holding Malta Limited C 65811 (Sovika) is an Ali family Company, that had Asad Ali as a Director [158] and was administered by Mr Spiteri. [159] There were also four other Companies which had Sovika in their title that we believe are linked to the Ali family. We mention this for completeness but they do not form part of this Inquiry.*

55. *We believe that in 2014 Wajid Ali held a position at Phoenix International FZC as he received regular deposits into his BOV bank account 40020627287. [160]*

DATE	AMOUNT €	COMPANY	REFERENCE
18/08/2014	4000.00	Phoenix international	Networking Services Charges
15/09/2014	4000.00	Phoenix international	Networking Services Charges
01/10/2014	4000.00	Phoenix international	Networking Services Charges
19/12/2014	4000.00	Phoenix international	Networking Services Charges

56. *We also know that in 2014, Sovika held a bank account at Pilatus Bank (100270CAC0EUR018) and have established that Phoenix International FZC made two payments to Sovika.*

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[157] [Statement - 40020627287 — 01.04.14 - 31.12.19.pdf]

[158] [Page 6, Sovika articles of association.pdf]

[159] [Page 55, Batch CS16 Sovika [redacted] Box DB0000024202203\500523.pdf]

[160] [Pages 8,11.13.19 - Statement 1 - 40020627287 - 01.04.14 - 31.12.19.pdf]

DATE	AMOUNT €	COMPANY	REFERENCE
09/10/2014	10.000.00	Phoenix international	Invest in Property
03/11/2014	10.000.00	Phoenix international	Networking and Liaison Fees

57. Asad Ali also held a Directorship in the Maltese Company Sovika Pharma Malta Limited C 66316. [161]

Bluestone Investments Malta Limited and Mount Everest FZ

58. In Appendix 3.21 we have prepared an analysis of identified payments to and from Mount Everest FZ bank accounts and invoices raised by Mount Everest FZ that we have summarised below:

Income received from:	**€**	**$**	**AED**
Bluestone Investments Malta	1,475,00		
Alfanar Company		420,000	
Payments to:	**€**	**$**	**AED**
Asad Ali	72,930		
Fakhra Ali	202,000		675,441

59. The relationship between Bluestone Malta Investments Limited and Mount Everest FZ/Shaukat Ali is set out in a Consultancy Agreement dated 25 February 2015 which we refer to as the "€2M Consultancy Agreement". [162] We did not locate a Microsoft Word version of the agreement to ascertain when it was authored.

60. The €2M Consultancy Agreement stipulates at clause 3.1 that Bluestone would pay Mount Everest FZ a one-time fee of €2,000,000 payable within 60 days from the signing of the 'Final Agreement' for the project with GOM and on presentation of an invoice to this effect.

61. At clause 3.2 it is also agreed that "in the eventuality that the Company acquires the funding through long-term bond or when the Company lists and trades on public markets, it is further agreed that the Company shall increase the total cumulative amount as mentioned in 3.1 above to Five

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161 (Page 6, [2]_R_enamedfile_scan from a xerox work centre -41.msg--img-812114517-0001.pdf)

162 (Consultancy Agreement - Bluestone Malta (2M) 2.pdf)

Million (5,000,000) Euro". We have discussed Bluestone's efforts to attract major funding in Appendix 3.10.

62. *A second Consultancy Agreement also dated, 25 February 2015, between Bluestone Investments Malta Limited and Mount Everest FZ mirrors the Consultancy Agreement discussed above save for the remuneration clause at point 3.1. This stipulates that Bluestone would pay to Mount Everest FZ / Shaukat Ali the amount of €100,000 per month. [163] We refer to this as the €100K Consultancy Agreement.*

63. *We have identified two payments of €500,000 paid by Bluestone on 1 October 2016 and 5 October 2016 which we believe may relate to either the "€2M Consultancy Agreement" or the €100K Consultancy Agreement. The term 'Final Agreement' referred to in the €2M Consultancy Agreement is not defined nor therefore is the 60-day payment term from the signing of the 'Final Agreement'. Either way, we note that the first two amounts of €500,000 from Bluestone to Mount Everest FZ on 1 October 2016 and 5 October 2016, were paid immediately after VGH's first receipt of funds from GOM on 29 September 2016. [164] Clearly, Mount Everest FZ was considered to be priority creditor once GOM funds had been received.*

64. *The funds paid from Mount Everest to Fakhra Ali were used to purchase property and is outlined in Appendix 1.70 paragraph 51.*

Incorp SARL

65. *Incorp SARL is detailed in full and referenced in Appendix 3.40. It was incorporated in Tunis in April 2009 with Asad Ali appointed as Manager and Wajid Ali appointed as Co-Manager. Both brothers individually held 30% shareholding at 450 shares each. [165]*

66. *Asad and Wajid Ali owned 60% of Incorp from its incorporation. However, following a request from BOV for due diligence on the owners of the Company in early June 2017, all of the Ali brothers' shares in the Company were transferred to Yasar Zafar Yasin. It is notable that Incorp had only just entered into the potentially lucrative tripartite agreements with VGH, Zenith Group Services and Malta Healthcare Caterers when*

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163 [Consultancy Agreement – Bluestone Malta (100k) 2.pdf]

164 [Page 1, Statement 40023647549 2015_2019.pdf]

165 [Page 4, [1]_Renamedfile_Confidential Incorp legal Documents.msg—Incorp Translated MOA.pdf]

we believe it would have been obvious, to any enquirer, that Asad and Wajid Ali's ownership of Incorp, represented an obvious conflict of interest given their concurrent roles in VGH. Their general fiduciary duties within VGH and its governance of public funds would have meant that Asad and Wajid Ali's role in Incorp was inherently suspicious.

67. Despite their ownership of Incorp officially ending in June/July 2017, we found evidence of Asad and Wajid Ali's shadow ownership of the Company to have continued beyond 2017.

68. Dr David Meli and Dr Deborah Chappell drafted various agreements involving Incorp from late 2016 to March 2017 and were involved in providing BCV with these documents in June/July 2017 wherein they confirmed that Yasar Zafar Yasin was the sole owner of Incorp. In our opinion, both of them would have been aware that the change in ownership would have avoided the spotlight falling on Asad and Wajid Ali's respective positions in VGH. We also consider Dr Meli and Dr Chappell's respective roles and remunerations to have extended beyond that of a normal third-party lawyer/in house lawyer position and we have examined this further in Appendices 10.20 and 10.30.

69. As well as acting as the front man in Incorp, Yasar Zafar Yasin also provided on line reputational management services to Mr Schembri in 2020 and had performed the same for VGH in 2017. Further details concerning this can be found in Appendix 1.80.

70. It is our opinion that Incorp was controlled by the Ali family and was used to receive 'kickbacks' from suppliers of the hospital Concession. It also shared a trading address with a Tunisian Company called STE Healthco, which again was controlled by the Ali family and which we believe was likewise used for the same purposes. Further details about this company can be found at Appendix 3.41.

71. VGH / Steward awarded contracts for construction, IT, cleaning and catering services which appear to have resulted in kickbacks to Incorp. The suppliers involved were Sirimed SRL, Eurasia Ltd, Zenith Group Services SRL and Malta Healthcare Caterers Ltd. Some of the kickbacks were under the guise of consultancy fees while others involved interposing Incorp between the supplier and the Concessionaire enabling Incorp to generate a profit (usually set at 10%) on all supplies.

72. *We found documents and correspondence setting up the contracts and systems for these kickbacks. However, the Inquiry does not have full access to the suppliers' bank accounts and accounting records and has requested, but has not obtained, bank accounts or accounting records from Tunisia for Incorp. We are not able to fully evidence all the kickbacks taken by Incorp and so have adopted an approach whereby we have estimated the likely sums paid to Incorp based upon the sums details in the relevant contracts and upon the value of invoices raised by the suppliers.*

73. *From this we are of the opinion that kickbacks in the following amounts were achieved by Incorp:*

Entity	***€***
Sirimed	*500,000*
Zenith	*Estimated 350,000*
Malta Healthcare Caterers Ltd	*Estimated 600,000*

74. *To further investigate the full extent of Incorp's illegitimate extraction of funds from the concession, we require the books and records of not only Incorp, but Zenith SRL, Zenith Malta Division Ltd, Malta Healthcare Caterers Limited / James Caterers Limited and Sirimed SRL.*

Sirimed (Appendix 2.60) – Construction

75. *Incorp invoiced Sirimed, €500,000 on 15 May 2018 for "Professional Services Consultancy Fee for Barts Medical School". The invoice from Incorp was dated 11 days after VGH had made a first payment of €500,000 to Sirimed on 4 May 2018.*

76. *We have found no evidence of any consultancy work being carried out by Incorp. However we have found evidence that Wajid and Asad Ali were being paid personally from VGH/Bluestone for these services – (see Appendices 1.10 and 1.11).*

77. *We conclude that the invoice of 15 May 2018 was a kickback payment and note that the nature of the consultancy services supposedly provided by Incorp to Sirimed appear to us practically identical to those supposedly provided to Sirimed by Accutor AG (Appendix 3.62) and Eurybates (Appendix 3.74).*

78. *The invoice is believed to have been paid by Sirimed to Incorp's Tunisian bank account. However, bank statements for Incorp are needed to confirm the flow of funds and the dispersal of the funds once received by Incorp.*

Zenith SRL (Appendix 2.30) – Cleaning Services

79. *Incorp is also believed to have received a 10% 'skim' under the guise of consultancy services on a multi-million Euro contract awarded by VGH for cleaning services in Maltese hospitals provided by Zenith SRL (Appendix 2.30).*

80. *VGH/Stewards paid Zenith approximately €3.5M for cleaning services between July 2017 and December 2019, but we suspect more may have been paid directly from the relevant hospital bank accounts. Although we have found only a few examples of Incorp invoices (as detailed below) related to the activities of Zenith we have examined the service agreements. Therein we have found that Incorp should have received around £350,000 per the Zenith contract which represented a 10% agency fee on the €3.5M agreed charge.*

81. *We suspect that Incorp may have also received payments in connection with the cleaning contract from Zenith's Crédito Siciliano bank account.*

82. *We note that Incorp invoiced VGH for a "Facility Management Service" wherein they extracted a 10% charge levied against costs raised against the cost of cleaning services provided by Zenith. For example, Zenith invoiced VGH for cleaning services at GGH for the month of December 2017 at a cost of €76,953.97. Incorp then invoiced VGH under the facility management service €7,695.39 (being 10% of the €76,953.97 charged by Zenith)*

83. *The Incorp invoices to VGH show that payments for the 'Facility Management Services' invoices were to be paid to the same Tunisian bank account which was to receive the €500,000 from Sirimed as detailed above.*

84. *It is suspected that the 10% charge on the value of cleaning services represented another way for the Ali family to extract funds from the concession in the form of a pre-arranged "commission" kickback.*

Malta Healthcare Caterers Ltd – (Appendix 2.50)

85. *The Companies that make up James Caterers Ltd and Malta Healthcare Caterers Ltd appear to have been the dominant suppliers of catering services to the entire Maltese hospital and healthcare sector for many years. Of interest to this enquiry is that they continued to provide the service once the concession was awarded to VGH.*

86. *However, as detailed and referenced more fully in Appendix 2.50, shortly after the Concessionaires began operating, a new contract was negotiated for the three Concession Hospitals. This introduced Incorp Sarl (Appendix 3.40), as a 'middleman' between Malta Healthcare Caterers Ltd and VGH (and subsequently Stewards) in a tripartite arrangement which entitled Incorp to earn a 10% "commission" on all Concession related catering services.*

87. *We do not have access to Incorp's records to evidence amounts earned under this arrangement. However, as more than €6 million was subsequently paid out of concession monies for the provision of catering services, Incorp was entitled to earn more than €600,000. Joshua Zammit (Appendix 1.100) who is closely allied to Keith Schembri, played a key role in bringing this arrangement to fruition.*

Eurasia Limited

88. *It appears that at least some of what was paid by Zenith to Incorp was subsequently forwarded to Eurasia Ltd, Appendix 2.40. We found instances where Eurasia subsequently invoiced Incorp for the same amount that Incorp had invoiced VGH for the 'Facility Management Services'. Accordingly, Eurasia received funds from Incorp. If the flow of funds followed in the same manner as the invoices, then VGH in Malta paid Incorp in Tunisia which then passed the same amount to Eurasia back in Malta. We found that Eurasia received a total of €81,769 from Incorp.*

89. *In our opinion, each of these Companies was under the control of the Ali family. This offshore/onshore flow of funds will require access to banking material and financial records for Incorp to be understood completely.*

Kasco Group

90. *We found evidence that Keith Schembri, through his Kasco group of Companies, had a trading relationship with Incorp. We have identified correspondence from Incorp to the Kasco group of Companies, reference "Inquiry for Paper Waste". This was in August 2017 and therefore coincides with the start of Zenith receiving payments from Steward.*

However, we have insufficient records to identify whether there was a flow of funds between Incorp and Kasco.

Encorp Management Limited

91. The Maltese company Encorp Management Limited was jointly owned by Asad and Wajid Ali until shares in the company were transferred to Yasar Zafar Yasin.

92. The corporate structure of Encorp is fully discussed and referenced in Appendix 6.20.

93. We did not identify any financial records for Encorp or any evidence it traded or provided either of the two intended services it indicated it was involved in. Therefore, we believe its only relevance to this Inquiry is:

- *As in the case of Incorp SARL, Asad and Wajid Ali installed Yasar Zafar Yasin as Company Director/Secretary when it appears he had no actual role in the Company. We are of the opinion Mr Spiteri facilitated Yasar Zafar Yasin's adoption into the ownership role of Encorp as a convenience and in order to hide Asad and Wajid Ali's continuing role in the company.*
- *A private agreement from June 2017 and an ownership declaration from July 2018, give the impression that Asad and Wajid Ali had a 60% shareholding in Encorp via their 60% shareholding in Incorp SARL (despite their shareholding in Incorp SARL ending in questionable circumstances in July 2017). However, in our opinion, Incorp's ownership of Encorp is also questionable as Asad and Wajid Ali appear to have directly funded their 50% of Encorp's share capital. It also appears they paid the company incorporation expenses.*

94. With the assistance of Mr Spiteri's office, Yasar Zafar Yasin was installed as the Director/Secretary of Encorp by Asad and Wajid Ali. As in the case of Incorp SARL, we are of the opinion that Mr Zafar was the Director of the Company in name only and he had no direct role in the Company other than to appear on official documents.

95. We found no direct contact or email discussion between Mr Spiteri, Jonathan Vella and Yasar Zafar Yasin which would be expected given the professional services provided by them to Encorp. If Mr Spiteri's office needed a signature from Yasar Zafar Yasin they notified Asad or Wajid Ali.

96. Therefore, in keeping with a number of other Companies connected to the concession, we are of the opinion that the official ownership records and

directorship of Encorp did not accord with its true ownership, which we believe can be traced to Asad and Wajid Ali.

CONCLUSION

97. It is evident that Wajid Ali was active in the ownership and direction of companies connected to the Ali family and therein to the health concession. He personally benefitted from the health concession by receiving €700,000.00 and was the recipient of flights, hotels, property rental and vehicles which were paid for by VGH and Stewards out of concession funds.

98. Wajid Ali also assisted in shielding the true ownership of Companies, which were benefiting from ancillary contracts drawn against concession funding through which the Ali family financially benefited.

Ivan Vassallo, detentur tal-Karta ta' l-Identità bin-Numru 254865(M) - Appendix 1.12:

1. *Mr Vassallo is a key person for this Inquiry due to the highly abnormal circumstances surrounding his official ownership of Gateway Solutions Limited (appendix 2.00), MMXVI Limited (appendix 2.10), Technoline Limited (appendix 2.20), Eurybates Limited (appendix 3.74) and Pharmaline Limited (appendix 9.01).*

2. *In our opinion an overwhelming body of evidence exists to support the conclusion that Mr Vassallo's official ownership of each of the above companies was a front for other persons connected to the Maltese Healthcare Concession.*

3. *Certainly, from July 2015, but likely from some point in 2014 when he was working with Nexia BT, Mr Vassallo and his associates began planning the acquisition of Technoline using various concealed ownership strategies for Gateway.*

4. *As concluded in appendix 2.20, six years on from its acquisition of Technoline in 2017, Gateway either has or soon will have cleared its debt of €5.19.2M owing to Steward, this being the debt associated with the funds of approximately €5.0M originally provided by VGHM in 2017. Mr Vassallo will own a very sizeable, profitable and largely unencumbered company having purchased Technoline almost entirely from funds provided by GoM for the Maltese Healthcare Concession and without ever having to invest as much as a single Euro of his own capital.*

5. *Mr Vassallo's role for his associates did not however stop at allowing himself to be used as a front man or in allowing and assisting in the process in which Gateway would receive the €5.0M from VGHM allowing it to acquire Technoline. His organisation and creation of invoices between third party companies such as Accutor AG and Sirimed SRL (appendix 2.60) and Promedica SRL indicates that the remit of his procurement role for VGH extended beyond normal commercial activity. We consider Mr Vassallo to have had no legitimate reason to prepare the invoices for services allegedly being carried out between two foreign companies for consultancy work supposedly carried out in Malta. Mr Vassallo was part of neither company and we consider that he, at the direction of his superiors, created documents that were likely to be used for the purposes of money laundering.*

6. *By preparing the invoices, Mr Vassallo, under direction from some higher authority with connection to both Accutor AG and the Maltese Healthcare Concession, attempted to create a façade of legitimacy to kickback payments of up to €500,000 made by the main contractor for the Barts Medical School. We consider that the only connection Accutor AG (appendix 3.61) had to the Barts building project was its links to the Ali family and Maltese politicians.*

7. *Mr Vassallo also created other documents that were likely to be used for the purposes of money laundering including invoices and back dated contracts for accounting purposes for Eurybates Limited (3.74) and Encore Trading Limited (3.78) which further identify him as a professional money launderer for unidentified persons connected to the Maltese Healthcare Concession. He also had a role in a possible grant and invoice discounting fraud by Technoline and Italian company, Comecer, which generated the funds to assist VGH to fund the acquisition of MTrace PLC (appendix 2.80).*

8. *In our opinion a brief exchange of messages between Mr Vassallo and Asad Ali on 4 June 2017 following the Labour Party's win in the General Election, which came after a six-week period of silence since their previous messages on 22 April 2017, demonstrates that both Mr Vassallo and Asad Ali understood that a political connection defined and was at the heart of their relationship with each other, the relationship between VGH and Technoline and Mr Vassallo's purchase of Technoline.*

First contact with Nexia BT in 2013 leading to Joint Venture in 2014

9. *Mr Vassallo was in contact with Nexia BT in relation to a number of assignments since late 2013. On 18 November 2013 Luke Cann of Nexia BT emailed Mr Vassallo, Stephanie Bianco and Brian Tonna regarding*

a meeting. Mr Cann's email suggests the meeting was the first meeting between Mr Vassallo and Nexia BT. The meeting request had been sent to Mr Vassallo by Brian Tonna's P.A., Caroline Dingli, on 15 November 2013. [166] [167]

10. *By agreement dated 8 August 2014 Nexia BT and Gateway formed a joint venture. The first version of the Joint Venture agreement concerned the Maltese healthcare sector. [168]*

"1.1 The Parties agree to form a joint venture for the purposes of collaborating on tenders for the provision of training services at Mater Dei Hospital and/or other public service entities."

"1.3 The core business of the Joint Venture shall be to collaborate on the provision of training services for the healthcare sector."

11. *References to the healthcare sector were removed in later versions thus expanding the remit of the joint venture to all public service entities. [169] [170]*

"1.1 The Parties agree to form a joint venture the purposes of collaborating on tenders for the provision of training services to public service entities"

"1.3 The core business of the Joint Venture shall be to collaborate on the provision of training services ~~for the healthcare sector~~."

12. *Anita Aloisio sent a draft version of the agreement to Mr Vassallo and Chris Debono of Triton Malta on 13 August 2014. [171]*

13. *Mr Vassallo sent the draft Joint Venture agreement to Pierre Sladden at his 'redmap@malta.net' email address on the same day. This appears unusual as Mr Sladden was not party to the Joint Venture agreement and as far as we know he had no connection to or experience with the provision of training services to public service entities either in the healthcare sector or otherwise. Mr Vassallo's connection to and relationship with Pierre Sladden and others is considered in appendix 2.25. [172]*

14. *Mr Vassallo and Nexia BT conducted further meetings in the latter part of 2014. [173] [174]*

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166 [message.body - RE: Technoline – Nexia BT.msg]

167 [message.body - Ivan Vassallo.msg]

168 [Joint Venture Agreement.docx]

169 [Joint Venture Agreement V2.docx]

170 [Joint Venture Agreement V3.docx]

171 [message.body - Fwd: Draft JV agreement.msg]

172 [14694[1].partial.eml]

173 [message.body - Dennis Zammit/ Ivan Vassallo / Anita/ Brian.msg]

174 [message.body - Perit Godwin Agius – 79052250/ Denis Zammit 99453213/ Ivan Vassallo (Gateway) 99424122/ Chris Debono + BT + AA.msg]

15. *Anita Aloisio and Mr Vassallo remained in contact with regard to the joint venture in November 2014. However, our review of Gateway's financial statements (appendix 2.01) indicates that Gateway did not receive an income from the joint venture with Nexia BT. [175] [176]*

16. *Nexia BT's assignment(s) for Mr Vassallo and his associates in regard to the ownership of Gateway, which came to a head in late 2015 and early 2016, and in connection with the acquisition of Technoline are discussed in appendices 2.00, 2.10 and 2.15.*

17. *In April 2016 Ivan Vassallo and others including Shaukat Ali & Asad Ali and Ali Sadr of Pilatus Bank were included in BT Nexia's 'Elite Customer List' in connection with the 'President's fund raising dinner 2016'. [177] [178]*

Key pages from Mr Vassallo's diary

18. *Selected key pages from Mr Vassallo's diary contain notes made by him (possibly at Nexia BT and possibly in the company of one or more of his associates) in regard to the planning for Gateway's ownership and the acquisition of Technoline and the dates on which this took place took place. [179] [180] [181] [182] [183] [184]*

Mr Vassallo's links to Keith Schembri, Pierre Sladden and Adrian Hillman

19. *We have considered the business and personal relationships between Ivan Vassallo, Pierre Sladden, Keith Schembri and Adrian Hillman in appendix 2.25.*

Gateway Solutions Limited

20. *Ivan Vassallo is the sole registered owner of Gateway which, on paper, makes him the ultimate beneficial owner of Technoline (appendix 2.20).*

21. *We consider Gateway to be of fundamental importance to this Inquiry. Our assessment of it is set out in appendix 2.00.*

22. *In July 2015 Mr Vassallo recorded alternative shareholdings for Gateway which ascribed shareholdings to four persons marked only*

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175 [17415_partial.emlx]

176 [MD Customer care training V2.docx]

177 [messages.body - FW President's fund raising dinner 2016.msg]

178 [Elite Customer List – April 2016 – Draft 1_.xlsx]

179 [0000_8920210421092404.pdf]

180 [0000_9420210421092503.pdf]

181 [0001_7120210421094441.pdf]

182 [0001_7320210421094508.pdf]

183 [0001_7520210421094647.pdf]

184 [0001_8420210421095441.pdf]

with the initials "PS, AH, K and K". In our opinion, this represents the original "blueprint" of how the ownership of the project was to be shared. In our opinion, the practicalities of how that was to be camouflaged and implemented subsequently went through many iterations but the evidence suggests that the original "blueprint" was not deviated from.

23. *Beside the four sets of initials Mr Vassallo noted '20' so attributing a combined shareholding of 80%. In an alternative and perhaps preferred scenario, denoted by a drawn box, Mr Vassallo ascribed a value of '22.5' to each of the same four sets of initials, giving the four a combined shareholding of 90%, with the remaining 10% seemingly left unallocated, or perhaps allocated to Mr Vassallo himself.*

MMXVI Limited

24. *Our assessment of this company is set out in appendix 2.10.*

25. *Mr Vassallo held 240 (20%) of the shares in MMXVI (appendix 2.10) in his own name. Adrian Hillman and Pierre Sladden each held 480 out of 1,200 shares (40% each) through BT International Limited acting as nominee.*

26. *Had the plan to make MMXVI and Astromedic (see below) the holding companies for Gateway proceeded, Mr Vassallo's personal shareholding of 20% in MMXVI would have given him an effective 10% shareholding in Technoline. Whilst this was consistent with the plans for Gateway and Technoline first penned by Mr Vassallo in July 2015, a personal shareholding of just 10% and his lack of control in the setting up and shareholder compositions of both MMXVI and Astromedic cannot be reconciled with Mr Vassallo eventually becoming the registered sole shareholder in Gateway and the UBO of Technoline.*

27. *In February 2016 Mr Vassallo made notes to the effect that:*

- *Gateway would own Technoline*

- *Holding Company A (which we identify as Astromedic Limited) would own 50% of Gateway and have four directors, including two labelled "K" and "K".*

- *MMXVI was to own the other 50% of Gateway and have three directors, including Adrian Hillman, Pierre Sladden and Mr Vassallo.*

28. *Key to understanding the circumstances of MMXVI, Astromedic and the new Technoline group and the planned shareholding of Gateway is the identification of Astromedic's (or its Guernsey holding company) four intended directors referred to by Mr Vassallo as "K", "K", "B" and "?".*

29. *We found various indications of Mr Vassallo having little or no control in either the shareholder composition of MMXVI or the structure of the Technoline group that was being planned by Nexia BT. Mr Vassallo did not receive the group structure email prepared by Ms Scerri on 12 January 2016 that was given to Mr Schembri and Dr Mizzi and when asked by a staff member of the Nexia BT team who the shareholders in MMXVI would be, Mr Vassallo deferred to Brian Tonna. In addition to that, when Mr Vassallo made notes on MMXVI's new directors on 11 February 2016, Karl Cini had already created letters of service on behalf of BT International Limited on 4 February 2016 to appoint BT International Limited as nominee shareholder for 80% of MMXVI's shares on behalf of Adrian Hillman and Pierre Sladden.*

30. *The group structures conceived by Nexia BT for the Technoline group between December 2015 and February 2016 were in effect the second incarnation of plans to give Gateway a private shareholding structure as Mr Vassallo had private legal agreements drawn up by Claire Camilleri in December 2015 which promised Pierre Sladden and Adrian Hillman a 90% shareholding in Gateway (appendix 2.00).*

Astromedic Limited

31. *Our assessment of this company (which was not formed) is set out in appendix 2.15.*

32. *Mr Vassallo created the Memorandum of Association of Astromedic Limited on 11 February 2016 as Nexia BT were in the process of forming it as a holding company for Gateway. [185]*

33. *Mr Vassallo's creation of the Memorandum of Association document coincided with notes made in his diary in February 2016 in relation to the proposed structure of a new Technoline group of companies including Technoline, Gateway, MMXVI and 'HCA' (Holding Company A), which we identify as Astromedic Limited.*

Technoline Limited

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185 [Memorandum.docx]

34. *Our assessment of this company is set out in appendix 2.20.*

35. *Technoline is a medical supply company which on paper is owned by Mr Vassallo's Gateway and this in turn makes Mr Vassallo, on paper, the ultimate beneficial owner of Technoline.*

36. *As set out in appendix 2.00, in 2015 Mr Vassallo and his various associates planned to acquire Technoline using funds generated through the sale of high value medical equipment from Gateway to VGH. The planning of a new Technoline group of companies continued in Nexia BT in late 2015 and early 2016 under the oversight of Keith Schembri and Konrad Mizzi (appendices 2.10 and 2.15).*

37. *By October 2016 and with funds from GoM now flowing to VGH on foot of the Maltese Healthcare Concession, the plan to purchase Technoline entered a further iteration. Mr Vassallo noted:*

"VGH will virtually acquire GWS and fund it to acquire Tech. All dividends and liabilities will belong to VGH"

38. *In our opinion the plan for VGH to **"virtually"** acquire Gateway was acknowledgement by Mr Vassallo that, in keeping with the ownership plans previously drawn up in 2015, Gateway's (and Technoline's) public ownership would not be correctly recorded at MBR and was further confirmation that Mr Vassallo's publicly recorded ownership of Gateway was a sham. In our opinion there can be no other interpretation to the word 'virtually' other than Gateway's ownership was to be deliberately misrecorded at MBR thus concealing the real owners.*

39. *To effect the acquisition of Technoline, VGHM (appendix 4.10) paid Gateway just over €5M in February and April 2017. This was funded almost entirely from monies provided by GoM for the operation of the Maltese Healthcare Concession (appendix 2.03).*

40. *A complex offshore debt structure was arranged in December 2016 that created the illusion that Jersey company, Vital Procurement Limited (VPL) (2.05) rather than VGHM had provided funding for the deal. We have formed the opinion that the agreements asserting VPL's ownership of a convertible loan note served only to promote VPL as the funder in a loan arrangement that was intended to obscure the reality of the payment(s) being made directly from VGHM (and hence from the Maltese Healthcare Concession) to Gateway.*

41. *In advance of the two-stage acquisition process of Technoline in February and April 2017, employment contracts were drafted for Mr Vassallo and CFO Mr Gatt. The contracts which were drafted in December 2016 and later dated April 2017, were to come into effect*

once the acquisition was completed. The contracts entitled each man to a salary of €100,000 per year plus a bonus of between €20,000 - €30,000 per year. Mr Vassallo's salary prior to the acquisition was just €50,000 per annum.

42. *Whilst it is not unusual for a company director / owner to take a salary it is unusual that employment contracts would be drawn up in advance of the acquisition date. In normal circumstances Mr Vassallo remuneration options as a soon to be new business owner would have been assessed after completion of the acquisition and with help from his personal accountant before deciding whether to extract funds by way of some combination of salary/dividend.*

43. *In this case the draft employment contracts were shared with Ram Tumuluri to his private email address on 7 December 2016. This and other evidence underlines Mr Tumuluri's and VGH's role in the virtual acquisition of Technoline. We consider that the salary packages for Mr Vassallo and Mr Gatt were in reality part of the compensation package for Mr Vassallo and for Mr Gatt for their continuing assistance and Mr Vassallo's ongoing acquiescence in the various and highly unusual ownership arrangements that had been planned for Gateway since July 2015 and which were continuing in this new iteration being VGH's virtual ownership of Gateway.*

44. *After acquisition VGH and Technoline entered into an exclusive supply arrangement on the basis of cost plus 8%. Technoline's annual turnover figures increased by 20% or around €2M in 2017 and by a further 12% or around €1.5M the following year. Technoline's sales figures to Karin Grech Hospital and Gozo General Hospital indicate total sales to VGH in 2017 and 2018 of around €5.5M with peak sales of €2.7M in each year ended 31 December 2017 and 2018.*

45. *By mid-2018 Steward was taking steps to dissolve the exclusive supply arrangement. Despite this, other than a marginal decline in sales of 3% in 2019, Technoline's turnover continued to increase each year between 2018 and 2021 at a reasonably steady rate of between 10% and 13%. We note that Steward actually paid more to Technoline than had been paid to Technoline under VGH's tenure, suggesting that Steward still favoured Technoline with its business, even after termination of the exclusive contract.*

46. *However, in our opinion the malfeasance at the heart of Technoline was not the award of the exclusive supply agreement by VGH to the company that it had virtually acquired (as this was probably only a means to an end of allowing Technoline and Gateway the opportunity to repay VGH in as short a time as possible) or the value of the trade that transpired under the agreement. In our opinion the illegitimacy of Technoline was the source of the funds used for the acquisition in the*

first instance and Mr Vassallo acting as a front for the unidentified owners.

47. *As part of the arrangements to terminate the exclusive supply agreement in September 2018, Steward sought to transfer the loan note it had held with Gateway since February 2018 to Accutor Consulting AG. It was also planned that the loan note would, once transferred to Accutor Consulting AG, immediately be converted to a commercial loan. However, it was not to have been a normal commercial loan. Mr Vassallo suggested that Accutor Consulting AG may wish to hold a private instrument that ensured its shareholding within Technoline.*

48. *Mr Vassallo's suggestion that Accutor Consulting AG hold a private ownership instrument in Technoline is significant in itself as it appears to confirm his acceptance that his official ownership of Technoline would continue to be subject to private ownership arrangements, as had been carefully planned since 2015. More importantly, his suggestion that some part of Technoline's ownership would be subject to a private arrangement with Accutor Consulting AG will be of special significance to the Inquiry given the various relationships between Accutor and those in control of the Maltese Healthcare Concession including Shaukat Ali and his family and the three Maltese politicians.*

49. *In late 2017, with plans to replace VGH as the concessionaire already well underway (appendix 4.40), Shaukat Ali's nephew, Yaser Ali Badar (appendix 1.85), was appointed as Technoline's new director. We consider that installing Mr Badar as director allowed Shaukat Ali to retain a degree of control and oversight in Technoline in the post VGH era. In the process of selecting Mr Badar for the directorship, Mr Vassallo informed Mr Tumuluri that he had conferred with "the three other forces" on the matter. In our experience only in a very limited number of circumstances does the decision as to who to appoint director lie with anyone other than the owners of a company. Thus indicating that in late 2017 Mr Vassallo was still working under external control despite him being the registered sole owner of Gateway and Technoline.*

50. *We have not been able to confirm the identify of "the three other forces". However, Mr Vassallo's description gives the impression that the three were separate and distinct persons. Based on limited communication between Mr Schembri and Ivan Vassallo set out in appendix 2.20 (and our findings in appendices 2.00, 2.10, 2.15 & 2.25) we submit that Shaukat Ali / Asad Ali and Keith Schembri are strong possibilities as to the identities of the three other forces.*

51. *A key concern for us in making our assessment of Technoline is whether there has been an illegitimate extraction of funds from the company since its acquisition that could be for the benefit of those that Mr Vassallo has been fronting the company for. Other than the funds of around €664K paid to Eurybates Ltd, which are considered in appendix 3.74, we did not identify further instances of this.*

52. *Technoline's role as procurement agent for VGH and particularly Ivan Vassallo's personal role gave rise to other transactions that, although linked to Mr Vassallo, are not reflected in Technoline's finances. For example, Mr Vassallo's role in organising a kickback payment from Sirimed SRL (appendix 2.60) to Accutor AG (appendix 3.61) in connection with the construction of Barts Medical School.*

53. *As at 31 December 2019 the amount still due from Gateway to Steward in connection to the funds advanced to Gateway by VGHM in 2017 was €5.192M. The continuing growth in turnover and profit since acquisition has allowed Technoline to declare dividends to Gateway of €2.3M in 2020 and €0.63M in 2021 that in turn allowed Gateway to substantially reduce the debt owing to Steward, which as of 31 December 2021 had been reduced to around €1.3M.*

54. *Thus, after around 4.5 years of profitable trading and with some short-term borrowing, Technoline was able to pay back the majority of what was owed to Steward. Technoline's financial statements for the year ended 31 December 2022 have not yet been lodged at MBR but assuming levels of trading and profitability have continued it is possible that the debt owing to Steward has now been entirely paid down.*

55. *In short, six years on from its acquisition of Technoline, Gateway either has or soon will have cleared its debt of €5.192M owing to Steward, this being the debt associated with the funds originally provided by VGHM in 2017. The total balance sheet value of "shareholders funds" (share capital plus reserves) will have increased by this amount. Mr Vassallo will own a very sizeable, profitable and largely unencumbered company having purchased Technoline almost entirely from funds provided for the Maltese Healthcare Concession and without ever having to invest as much as a single Euro of his own capital. It is submitted that these circumstances further support the premise that Mr Vassallo's registered ownership of Gateway from 2015 and Technoline from 2017 has been a front for associates that are connected to the Maltese Healthcare Concession.*

Funding arrangements for the acquisition of Technoline

56. *The flow of funds from VGHM to Gateway for the acquisition of Technoline is considered in appendix 2.03. The assignment of the debt*

to Vitals Procurement Limited and Mr Vassallo's role in this is considered in appendix 2.05.

Financial Analysis

57. *Our analysis of Mr Vassallo's bank statements is in appendix 1.121.*

58. *Mr Vassallo's Technoline remuneration doubled from €50,000 to €100,000 upon Gateway's acquisition of Technoline. As set out in appendix 2.20 we consider that the new salary packages for Mr Vassallo and Mr Gatt which were agreed with Ram Tumuluri prior to the acquisition of Technoline were part of the compensation package for Mr Vassallo and for Mr Gatt for their continuing assistance and Mr Vassallo's ongoing acquiescence in the various and highly unusual ownership arrangements that had been planned for Gateway since July 2015 and which were continuing in a new iteration through VGH's virtual ownership of Gateway.*

59. *Mr Vassallo also received remuneration from Eurybates from 2018 and a single payment of €3,807 from Gateway in March 2019.*

Ivan Vassallo and Asad Ali

60. *Mr Vassallo and Asad Ali communicated by Whatsapp messaging on two dates on 22 April 2017 and 4 June 2017. [186]*

61. *On 22 April 2017 Asad Ali shared a series of ten pictures of a meeting of approximately eight persons which was attended by Asad Ali, Mr. Vassallo and Saba Abbas. We are unable to identify the other meeting attendees. [187] [188] [189] [190] [191] [192] [193] [194] [195] [196]*

62. *Mr Vassallo had completed Gateway's acquisition of the second half of the shares in Technoline a few days earlier. The timing of the meeting and the attendance of Asad Ali, Mr Vassallo and Saba Abbas, and the inspection of what appears to be a new ambulance, indicate the meeting was part of or in connection with the new exclusive supply arrangement between VGH and Technoline (appendix 2.20).*

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186 [chat-403.txt]

187 [1bc119dd-fef2-4cc8-93bf-05368a639ef4.jpg]

188 [1fecf28c-5401-4182-8c38-3e0036e83676.jpg]

189 [940bcc1c-07d9-4b77-bacf-ca1ac6b63c1c.jpg]

190 [a9746fdf-8d9f-4c0b-9319-e21e5bbe27d1.jpg]

191 [d14df8ef-1745-4c99-b1b9-95e74fe5442d.jpg]

192 [fbcc1bb0-6437-493d-a85d4-883ecf23dc4e.jpg]

193 [cb0e9006-1589-4b02-9ba1-94dd7fe6b37.jpg]

194 [9dabadcd-0501-4463-9809-a14a3467bab.jpg]

195 [5e088f43-94e7-43a6-a8b7-3b573dd77d0c.jpg]

196 [7db47897-7384-458a-945c-e85d0c1d5ef4.jpg]

63. *This was followed by a six-week period of silence in the message thread. Then, on 4 June 2017, this being the day that the Labour Party won the 2017 General Election, Asad Ali sent a short message to Mr Vassallo:*

"Congratulations Ivan 😊"

64. *Mr Vassallo replied:*

"Congratulations to all Asad. This is really a fine day for Malta. I am ecstatic almost. Too bad I am not allowed to join in the celebrations! God bless you and yours. Let's make things happen now."

65. *There are a number of interpretations to Asad Ali's message. One interpretation is that Asad understood that Mr Vassallo was a Labour Party supporter and merely wished to convey his congratulations. In our opinion this interpretation is too simplistic. Another interpretation of the message, which came after the six-week period of silence since their previous messages on 22 April 2017, is that both Mr Vassallo and Asad Ali understood that a political connection defined and was at the heart of their relationship with each other, the relationship between VGH and Technoline and Mr Vassallo's purchase of Technoline.*

66. *There are also a number of interpretations to Mr Vassallo's reply. The simple interpretation is that Mr Vassallo was too busy (or too ill) to join in the celebrations. Another interpretation is that Mr Vassallo understood that his support for the Labour Party was for the time being best unseen by the public eye.*

Sirimed / Accutor AG

67. *Mr Vassallo prepared two invoices for €500,000 from Accutor AG (appendix 3.61) to Sirimed SRL (appendix 2.60) and Promedica SRL. This was almost certainly a kick back payment made under the guise of consultancy services in connection with Sirimed's position as main contractor in the Barts Medical School project which we understand is located in the grounds of Gozo General Hospital. We do not have complete records for Sirimed, Accutor or Promedica but we have evidence that Sirimed paid Accutor AG €250,000 in August 2018.*

68. *Based on the nature of the relationship between Stewards and Accutor, as exemplified in the August 2019 political and government activities agreement between Stewards and Accutor AG, the relationship between the Ali family and Accutor, and comments made in the 'Malta Trilogy' Whatsapp thread, we consider the payment was more than likely made for the benefit of the Ali Family and their political and professional associates.*

69. *One such professional associate was VGH/Stewards employee and building project manager, Mohammed Elawiss (also referred to as Mohamed Alawes). He was a key point of contact in VGH / Stewards for Sirimed and will have been responsible at management level for controlling the building projects including accepting Sirimed's construction tender. Mr Elawiss received a share of the kick back payment after providing two invoices totalling €70,000 to Accutor AG for his part in the project. We have prepared a personal profile for Mr Elawiss in appendix 1.180.*

70. *Ivan Vassallo, Natale Inturri and Pierre Sladden, collectively the 'Malta Trilogy', discussed and organised documents for the kickback payment from Sirimed to Accutor AG. Ivan Vassallo's role in drafting a backdated contract and invoices to provide document cover for the payment and Natale Inturri's liaison with Sirimed's owners and suggestions of ways to route the money, mark them out as the key architects in the laundering of the payments. However, Pierre Sladden's inclusion in the group chat in which he, for the most part, remained relatively silent but was referred to as 'Big Brother', may suggest that he was there as an observer on behalf of a higher authority.*

Eurybates Limited

71. *On paper, Eurybates is owned by Ivan Vassallo but there are numerous indicators that he was fronting the company on behalf of others. In the 6 years between 2016 and 2021 Eurybates' derived around €1.84M in what were most likely kickbacks from four businesses who were major suppliers to the Maltese Healthcare Concession.*

72. *Our assessment of this company is set out in appendix 3.74.*

Encore Trading Limited

73. *Encore Trading Limited (Encore) (appendix 3.78) was fronted by Pierre Sladden's son, Jean Claude Sladden. However, his official ownership was, in our opinion, another arrangement of convenience for Ivan Vassallo who was in control of the company.*

74. *Encore had only one significant income stream flowing from a relationship between it and two Greek Engineering firms operating through a Joint Venture (JV) called JV SALFO S.A. – ADO S.A.*

75. *In 2018 the JV was awarded a tender valued at €4,250,000 for the provision of its consulting engineering services in connection with the development of the Paola Primary Health Care Southern Regional Hub, a project under the auspices of OPM and the Department of Health.*

76. *Encore received four payments totalling almost €100,000 from the JV in October 2019 which supposedly represented payment for its procurement and administrative services. On paper, Encore's share of income from the project had been agreed at a rate of 10% on the JV's profits from the project. However, in our opinion the payments received from the JV were nothing more than a kickback for the award of the Paola Regional Hub tender and, in being paid to Encore, the kickback was placed under the control of Ivan Vassallo and Pierre Sladden, as associates of Keith Schembri.*

77. *As in the case of the payment of €500,000 from Sirimed SRL to Accutor AG and Eurybates' payments from Technoline, Sirimed and Ergon, Ivan Vassallo retrospectively prepared a document trail to give the kickback payments a veneer of legitimacy. For Encore, this included a fictitious and backdated agreement and invoice. In our opinion, his creation of documents for accounting purposes for Encore again mark Mr Vassallo out as the professional money launderer for unidentified persons connected to the Paola Regional Hub contract.*

78. *To fully appreciate and understand Ivan Vassallo's role for Encore we recommend his roles for Eurybates Limited (appendix 3.74) and Sirimed SRL (appendix 2.60) are considered in conjunction with appendix 3.78. Encore's operation was entirely funded by Eurybates Limited (appendix 3.74) which further demonstrates Ivan Vassallo's control of Encore and the unofficial connection between the two companies.*

79. *Encore also tendered for minor supply contracts under the guidance of Ivan Vassallo. Where successful, these generated insignificant amounts of income for Encore. We have therefore formed the opinion that this lesser activity was undertaken to act as cover for the larger flow of funds from the JV SALFO S.A. – ADO S.A. and thus providing a contribution towards Encore's overheads, or simply to give Jean Claude Sladden experience of running a tendering business, albeit under the guidance and influence of Ivan Vassallo. Although financially immaterial, in appendix 3.78 we have set out details of a raft of communications between Ivan Vassallo and Jean Claude Sladden in relation to these small tenders in order to demonstrate the extent of Ivan Vassallo's influence over Encore.*

Mtrace PLC

80. *Mr Vassallo also had a role in a possible grant and invoice discounting fraud by Technoline and Italian company, Comecer, which generated the funds to assist VGH to fund MTrace PLC (appendix 2.80).*

Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443 - Appendix 1.12:

1.Sri Ram Tumuluri, known as Ram Tumuluri, is a person of interest to the Inquiry due to his position as President and Managing Director of Vitals Global Healthcare Limited (VGH) as well as being the public face of VGH in Malta.

2.In our opinion, Ram Tumuluri acted in conjunction with key facilitators within the Government of Malta (GOM), namely, Keith Schembri (Appendix 1.01) and Konrad Mizzi (Appendix 1.02) and played a leading role along with other advisors and employees that helped to secure VGH as the preferred bidder in a rigged Request for Proposals (RfP) process.

3.He appears to have been a front man / puppet / agent for Shaukat Ali Chaudhry (Shaukat Ali) and it is notable that, whereas the Ali family all received ongoing large payments from Bluestone, Tumuluri received almost nothing and, when Steward took over, had to sue them for unpaid salary for the period March 2015 to February 2018. Even the payout he got from Steward appears to have been shared with the Ali family.

4.He was a complicit and willing partner of Shaukat Ali and the Government of Malta officials and advisors who stood to benefit by the award of favourable contracts from VGH to companies, often fronted by their trusted business partners. These companies were often used to layer and conceal kickbacks in the form of salaries, loans, commissions, and consultancy payments.

5.He was a signatory to the second Memorandum of Understanding (MoU) on behalf of Portpool Investments Ltd and when Crossrange Holdings and Mohammad Shoaib Walajahi were dropped from the project in early 2015, he was handpicked and left to run VGH operations for and on behalf of Shaukat Ali (Appendix 1.04), Mark Pawley (Appendix 5.10) and other secret shareholders.

6.This, in hindsight, was a significant flaw given that Ram Tumuluri's previous management tenure in the Canadian hospitality sector had ended badly with allegations of theft and financial mismanagement. His time in Canada from 2008 was not referred to in detail in either his CV or professional profile and, as is still the case, he preferred to sell himself as a global entrepreneur with investments in hotels, mining and natural resources, energy, and holistic healthcare. We remain highly sceptical of the validity of many of his claims.

7. Following the award of the Concession to VGH, in November 2015, Mr Tumuluri signed the Service Concession and Healthcare Delivery agreements with the Government of Malta on behalf of VGH even though VGH had yet to secure the €170 million in financing that it needed to satisfy commitments to redevelop the hospitals' infrastructure.

8. This task was made even more difficult given Mr Tumuluri's management style and reckless approach to investor funds. Challenged by VGH's largest single investor, Dr Ambrish Gupta, on his expenditure and the need for financial oversight and accountability, he failed to address the concerns raised and responded in such a way that Dr Gupta withdrew his support for the project, demanded his investment of US$4 million back and withdrew the €40 million equity portion of their funding that he had put forward.

9. In February 2017, Mr. Tumuluri replaced Mark Pawley as the UBO of the Concession companies using the Jersey corporate structure which he and Shaukat Ali had set up as a means to: -

- conceal the true ownership of the Concession
- conceal the source of funds for the acquisition of Technoline
- set up intercompany agreements to facilitate kickbacks
- promote the expansion of the PPP model with other complicit governments and ultimately, sell VGH International as a European wide healthcare conglomerate valued in the billions.

10. In our opinion Ram Tumuluri was directly responsible for the misappropriation of Concession funds, examples of which include: -

- substantial payments made to the Ali family under the guise of salary and consultancy agreements
- over €5m for the acquisition of Technoline
- the award of the exclusive supplier contract to Technoline
- the acquisition of Mtrace plc
- incorporation and admin costs to set up the offshore structures in Jersey
- payment of kickbacks to local fixers in Montenegro
- incorporation and admin costs to set up VGH Europe AG

11. We consider Ram Tumuluri to be very close to and trusted by Shaukat Ali given that he has fronted companies in Malta, Jersey, and the UAE on his behalf. Nonetheless, given that the modernisation of the hospital facilities was a key reason publicly stated as underpinning GOM's decision to pursue a Public Private Partnership (PPP) in healthcare, the visible lack of

promised investment and hospitals' redevelopment brought increased public scrutiny on the Concession concept, VGH, and GOM.

12. By the end of 2017, and more than two years after the award of the Concession, the possibility of VGH securing senior debt finance to upgrade the hospitals was still remote. This, coupled with the negative publicity around how VGH had "won" the Concession, had begun to make their position untenable.

13. When a potential new Concessionaire, in the form of Steward Healthcare appeared on the horizon, GOM evidently decided that VGH, Ram Tumuluri and Mark Pawley were surplus to requirements and their time as partners in the Concession came to an end.

Structure of this appendix

14. We have structured this appendix into the following: -

- *Mr. Tumuluri's background*
- *Early involvement with the PPP concept and route to RfP*
- *VGH Bid*
- *Shareholder Agreements with other investors*
- *Relationship to Shaukat Ali*
- *Jersey structures / VPL / Gateway*
- *Mount Everest*
- *VGH Europe / Accutor*
- *Exit and settlement*

Canadian hotelier

15. Ram Tumuluri's CV [197] sheds some light into background prior to VGH. It cited that up until 2004, he worked for Marriott International hotel group and following this he was entrepreneur in the UK, India, Singapore, Canada, and the EU.

16. We note from open-source research that Ram Tumuluri was involved in the management of two hotels in British Columbia, Canada. The first, in 2008, was the Cable Cove Inn and Spa in Tofino and later in 2010, Mr. Tumuluri took over part-ownership and management of Nita Lake Lodge in Whistler. [198] He was subsequently alleged to have run the business into insolvency and left the country along with the money from taxes collected and customer deposits. [199] [200]

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197 [OCW 39 DOK IDM 600003520211005[illegible]14428.pdf]

198 [Nita Lake Lodge under new ownership and management - Pique Newsmagazine]

199 [Ram Tumuluri stole $400,000 from hotel bank accounts, destroyed the accounting books and left | Danhoe Caruana Galizia]

200 [Canadian venture capitalist talks about Ram Tumuluri by David Thake (soundcloud.com)

17. Research also indicates that in February 2011, a legal claim similar to a garnishee order (lien) was registered in British Colombia against Ram Tumuluri, and his wife Sonya Tumuluri and, on two businesses, 0810053 BC Ltd and, Tumuluri Hospitality Inc. This was secured by All Island Equity Mortgage Investment and covered all business and personal assets held for a period of five years. [201]

18. We are not able to precisely identify when Ram Tumuluri started work with Mark Pawley, but we consider it was in 2011 shortly after the failed venture at Nita Lake Lodge that he probably started working for the Oxley Group.

19. An email sent by Ram Tumuluri to David Meli [202] on 11 August 2016, appeared to deliberately omit the two Canadian hotel ventures and stated that Mr. Tumuluri was, "Head of Commodities Oxley Commodities 2008 to 2013 – Singapore" at the time when he was managing the hotels in Canada.

Portpool Investments

20. In 2014, upon first introduction in Malta, Ram Tumuluri purported to represent Portpool Investments Ltd (Portpool). A business card for Ram Tumuluri recovered at Chris Spiteri's address identified him as CEO & President of Portpool Investments Ltd. The card indicated Portpool operated in Singapore, Hong Kong, and Canada but the only address on the card was 3, Phillip Street, Commerce Place, Singapore, and the phone number +1 604-401-2710, was one which can be traced back as originating in Vancouver. [203]

21. Phillip Street, Singapore is an address where other Oxley Group companies were listed [204] [205] and Portpool's registered address in the British Virgin Islands (BVI), at Palm Grove House, P.O. Box 438, Road Town, Tortola, BVI was the same registered address as Bluestone Special Situations #4 Ltd (BSS#4) in addition to other companies within Mark Pawley's network of offshore entities. [206] [207]

22. In view of the notable overlap between Portpool and Mr. Pawley's companies, we therefore consider that Portpool Investments Ltd may have been one of Mark Pawley's network of offshore shell companies and that it was fronted by Ram Tumuluri.

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201 [Ram Tumuluri: until last February, there was a charge under Canadian law against all his known assets | Daphne Caruana Galizia]

202 [Harbinson Forensics - Sunshine - BATCH CS18 BLUESTONE DB1000003029220315121655.pdf - All Documents (sharepoint.com)]

203 [Who called from Vancouver | YP.CA (yellowpages.ca]

204 [DEMPSY COMMODITIES HOLDINGS PTE. LTD. (200722733E) (recordawl.com)]

205 [Oxley Capital Group (Oxley Capital Group) - Asset Manager, Singapore - SWFI (swfinstitute.org)]

206 [Private Agreement_050116_v3]

207 [MoU Goso medical Complex.pdf]

23. An email address of ram@portpoolinvestments.com and a web address of www.portpoolinvestments.com were provided on the business card however, the website is inactive, and we can find no archived webpages. [208] We located usage of the email address in the data available, but this was limited and mostly related to the visit to Malta in October 2014.

24. Portpool's most notable public footprint were news articles that referred to a failed takeover of a Canadian mining company, Cline Mining in April 2013 [209] wherein Portpool were to invest up to $35 million for up to 61% of common equity. The news articles, which were likely based on press releases written by Mr. Tumuluri or Mr. Pawley referred to Portpool as, "a Singapore based private company whose primary shareholder is a business consortium with ties to end users in India."

Bluestone / Pivot / AGMC

25. By August 2014, Mohammad Shoaib Walajahi (appendix 5.25) who we consider was introduced by and acted as an agent of Shaukat Ali, was representing the "local partners" to source potential investors.

26. On 15 September 2014, Walajahi emailed an update to Shaukat Ali, who then forwarded the email to Keith Schembri's Kasco email address, [210]

> "Malta visit Sept 15th thru Sept 17th, 2014, AGMC inc. represented by Dr. Rattehalli was approached by Mr. Mohammad Shoaib Walajahi regarding an opportunity in Malta during August 2014."

27. Dr. Ashok Rattehalli (appendix 5.20) was an initial party to the concession and, as the director of AGMC Inc., was a signatory to the MoU with GOM in November 2014.

28. Following the visit to Malta noted above, on 22 September 2014, Ashok Rattehalli emailed Mario Galea with Shaukat Ali, Mohammad Shoaib Walajahi, with Ram Tumuluri [211] in copy,

> "Here is a list that I can think we would need for a quick review to complete financial model. Whatever we can get from this list we can make it work for now:

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208 [Wayback Machine.pdf]

209 [Cline loses Portpool, reverts to Market plan - MiningMonthly.com.pdf]

210 [305861.emlx]

211 [563122.partial.emlx]

- *Gozo land deals and proposed land involved in the expansions*
- *Copy of the MOU between Malta and Barts College for the build of the university*
- *Malta National Healthcare annual budget*
- *Mater Dei hospital financials for the last 3 years by department and specialty if possible*
- *Minimum wage and salary requirements for healthcare professionals in EU*
- *Labor laws if any*

I am sure some of the info is sensitive but even if we can get a broad idea on cost per person on average and burden on government vs individuals will be helpful."[212]

29.This is the earliest Ram Tumuluri was identified with the project using the email ram.tum1@gmail.com we note that Mark Pawley was not yet associated however we consider Ram Tumuluri was representing Mark Pawley's Oxley / Bluestone.

30.On 4 October 2014 an email was sent by Mohammad Shoaib Walajahi to Shaukat Ali and again forwarded to Keith Schembri [212] with the subject "USA Group Presentation – Gozo Hospital Project". Mohammad Shoaib Walajahi wrote,

"The attached presentation may be sent to PM Office for review & approval by Keith. This provides all that was requested of us, including detailed profiles of individuals and institutions which will be working on this project, immediately after MOU is signed...I have in my possession two original copies of the Non-Disclosure Agreement (NDA) signed by Dr. Ashok and Mario Galea, CEO, Malta Enterprise, protecting both groups. Thus, we are ready to receive confidential information like MOU signed with Barts etc."

31.The presentation attached [213] was aimed at GOM and potential participants in the "investor group" and showed Ashok Rattehalli's AGMC Inc. (appendix 5.20) in partnership with Blue Stone Funds Ltd.

32.Around the time of the presentation at OPM, the investor group met with Brian Tonna. On 8 October 2014, Brian Tonna emailed Mohammad Shoaib Walajahi, Ram Tumuluri and Ashok Rattehalli, [214] thanked them for their visit Gozo and the OPM and enclosed Nexia BT promotional brochures.

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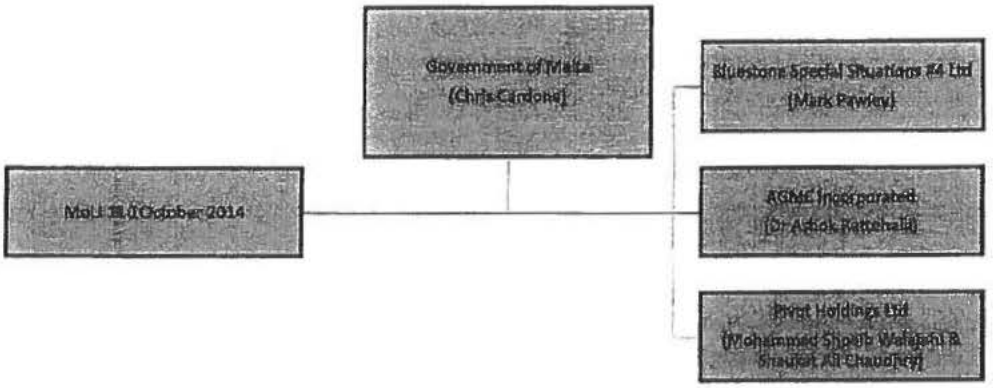
[212] [62023.partia□.xmlx]

[213] [Gozo Medica□ Campus – Malta.pdf]

[214] [message.bod□y - Meeting at OPM offices - Gozo investment.msg]

GOM MoU

33.On 10 October 2014, the Memorandum of Understanding (MoU) between the Investor group and the GOM was signed. [215] Signatories were Chris Cardona on behalf of GOM, Mark Pawley on behalf of Bluestone Special Situations 4 Ltd, Ashok Rattehalli on behalf of AGMC Inc., and Mohammad Shoaib Walajahi and Shaukat Ali Chaudhry on behalf of Pivot Holdings Ltd.



34.At the time this MoU was signed due diligence requests on the known investors were initiated from both the OPM and Malta Enterprise. However, it was not until June 2016, following his appointment to VGH, that Ram Tumuluri was the subject of due diligence by Mosaic Advisers. [216]

35.A "second" MoU was signed on 23 November 2014 [217] which in essence was a shareholder's agreement between the international "Investor Group" rather than a further agreement with GOM and did not involve the "local partners". Two new participants were identified; Portpool Investments Ltd, represented by Ram Tumuluri; and Medical Associates of Northern Virginia Inc. Profit Sharing Plan (MANV Trust) represented by Dr. Ambrish Gupta.

36.Dr. Ambrish Gupta was referred to as "Party A" which was to join with "Party B", of which Portpool Investments was already a member along with AGMC Inc. and BSS#4.

37.The MoU noted that Party B had entered into an agreement with GOM to build, develop and manage a world class healthcare facility in Gozo, and that Dr. Ambrish Gupta was interested in joining the project however we are unsighted to exactly how and when Portpool joined with AGMC Inc. and

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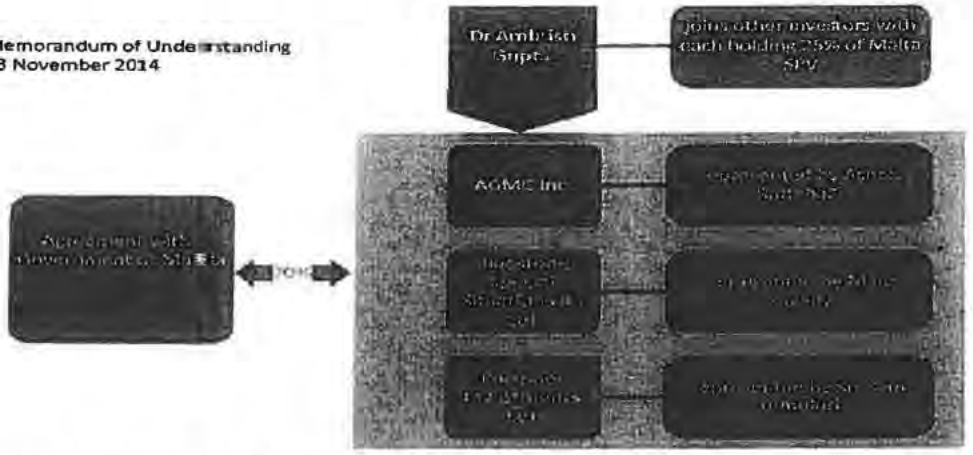
[215] [MoU Gozo Medical Complex.pdf]

[216] [BATCH TP1-10 GOZO HOS EV BAG GGX10000622022032108 1215.pdf]

[217] [MoU_23111-4.pdf]

BSS#4 as Portpool were not signatories to the GOM MoU dated 10 October 2014.

38. While not a signatory to the MoU with GOM, Ram Tumuluri was present in Malta at the time as he was part of the investor group which visited Nexia BT offices days prior to the signing.



39. The investor's MoU established that the four parties would each hold a 25% share of the 70% held by this group in the project and that this would be done through a Special Purpose Vehicle (SPV) company set up in Malta.

40. It also referred to the "...potential acquisition of St Philips and or St. Luke's hospital in Malta" [218] which suggested that, even at this early stage, an expansion in the scope of the project was being considered.

Two Investor groups

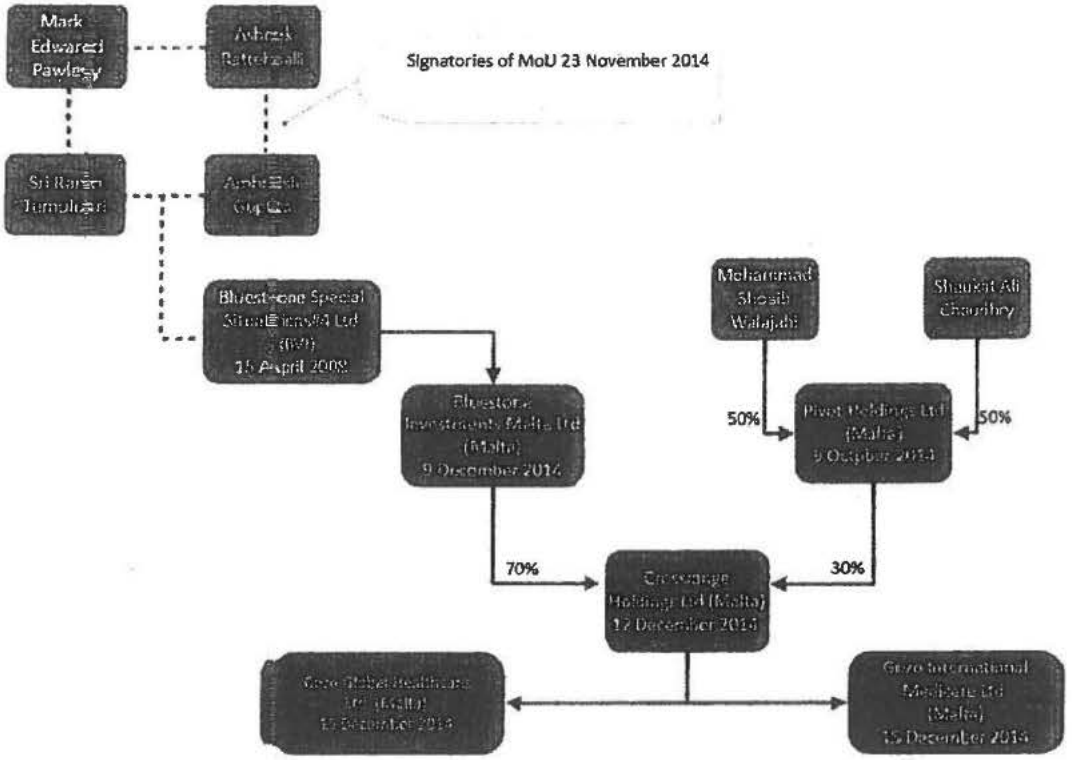
41. While the GOM MoU does not identify any split between the investor parties, this secondary, investor's MoU showed two sets of investors with different levels of ownership. In view of this and other indicators, we consider the consortium at this time consisted of two distinct groups:

- *Local partners who held 30% - Shaukat Ali & associates who owned the concept and held sufficient sway within GOM to guarantee award of the contract.*
- *International Investor Group who held 70% - Mark Pawley & associates who would put in their own money and raise the*

[218] [MoU_231114.pdf]

finance for the redevelopment of GGH and provide the medical expertise to operate the facilities.

42. The diagram below sets out the intended ownership structure for the GGH project at this stage.



<u>*Summary of role pre-VGH*</u>

43. In December 2014, DF Advocates were retained as legal advisors to Crossrange Holdings Ltd (Appendix 6.40). As we set out in the relevant appendix, Crossrange was the holding company incorporated on 12 December 2014 as part of the initial plan to hold the Gozo General Hospital companies. It was formed after the second MoU was signed, 70% of the shares in Crossrange were held by Bluestone Investments Malta Ltd (BIM), with the remaining 30% held by Pivot Holdings Ltd. [219]

44. In light of Mark Pawley's preference to stay in Singapore, Ram Tumuluri's presence in Malta was to manage on behalf of the 70% of the international investors. Mohammad Shoaib Walajahi was there as Shaukat Ali's agent and to represent the 30% of Pivot Holdings (appendix 6.50).

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[219] [BATCH CS14 CROSS RANGE BOX DB1000002720220315104549.pdf]

45.In th eir Letter of Engagement addressed to the Crossrange directors, Mark P awley, and Mohammad Shoaib Walajahi, dated 10 December 2014, [220] DF Advocates referred to meetings with Mohammad Shoaib Walajahi and Ra m Tumuluri as well as the client negotiations with GOM to: "... conclud e an agreement on transfer of (GGH) land... for further development and exp ansion by the Client... who shall take over management from GOM and sha ll be responsible for operations of GGH."

46.On 21 January 2015 Ram Tumuluri sent an email [221] to members of the investo r group which indicated his lead role during this stage of negotia tions,

"Dear P:artners, As we approach closer to the finish line in achieving our target of signing a final derivative agreements, it is crucial that I am present in any a nd all meetings and discussions in order for us to make informed decisions. I plan to stay in Malta and available till such time as the negotiat ions are completed with the government and other parties. Please be further advised that any legal, corporate and other communications will need to g o through me as the point of contact. This is to ensure the efficiencies in work_flow and protect the interest of investor group who are the majority shareho lders of Crossrange Holdings."

<u>Route to a rigged RfP</u>

47.On 26 January 2015 Bradley Gatt emailed Mohammad Shoaib Walajahi and Ra m Tumuluri with Kevin Deguara and Jean Farrugia in copy. [222] The er nail, titled "Gozo Medical Complex: Potential Solutions for Conside ration" included two solutions which are concluded on as follows:

"...(i) So lution 1 – Emphyteutical Grant...the emphyteutical deed without subjecti ng the grant of the operations of Gozo GH and/or Karen Grech and the purc hase by the GOM of hospital beds from private operator to a public call, wo uld render the transaction tenuous from a legal perspective in that the GOM may eventually be exposed to an investigation and eventually subject t o legal proceedings at EU level.

(ii) Solu tion 2 – Emphyteutical Grant – Public Call for Services...this second solution gives no certainty to Crossbridge as to the possibility of taking over the oper ation of Gozo GH and Karen Grech. However it would directly or indirectly through a subsidiary have the opportunity to participate in the public c all to participate in the public call to take over the said operations and wel l as to sell hospital beds to the GOM."

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220 [Engagement Letter_10122014.pdf]

221 [message.bod y - Meeting protocols.msg]

222 [message.bod y - Gozo Medical Complex Potential Solutions .msg]

48.This email is highly significant as it informed the investors, and any other interested party, that the only realistic way to progress, without incurring possible EU investigation and legal proceedings, was with a public call. We consider it likely that from this point forward, VGH, GOM and their representatives conspired to engage in a fraudulent RfP process as the means to complete their agreement.

49.On 11 February 2015, Ram Tumuluri emailed Kevin Deguara and Jean Farrugia [223] that Mohammad Shoaib Walajahi had been removed from the group and replaced by Asad Ali, the email provided further insight into the influence of the Ali family within GOM.

"...We are in the process of assigning Asad Ali as the point of contact for our local Malta representation. ***Asad is the son of Shaukat Ali and has direct contacts with the government officials and will be quicker to organize the necessary meetings and support we need from OPM.*** *Asad will soon be one of the Directors of Crossrange Holdings and also shareholder of Pivot Investments. I have copied Asad in this email. From this point on, please copy emails to Asad and remove Shoaib from the list ..."*

50.This would be in keeping with our observation that Walajahi was probably an agent of Shaukat Ali and the "local Partners" rather than an independent potential investor. We are not aware of him placing any funds in the group and his severance agreement, [224] which is still outstanding, was based only on the introducer services he provided to Crossrange.

51.With Mohammad Shoaib Walajahi now removed, Ram Tumuluri assumed a greater leadership role in driving the PPP forward and in negotiations with GOM. Later that month, on 24 of February 2015 he emailed Jean Farrugia and Kevin Deguara, [225]

"I just got the meeting invite from OPM for this evening at 8.30 Pm to finalize the legal ways for our transaction. Could one of you or both can attend the meeting with me this evening? It will be with us health minister and his legal team."

52.Two weeks after this meeting between the OPM and Ram Tumuluri, on 12 March 2015, a memorandum titled, 'Procurement (Health Service

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223 [Re Services' Concession Gozo Medical Complex Healthcare MOU (59078082).msg]

224 [Introducer fee settlement agreement - Shoaib_Crossrange_Executed.pdf]

225 [message.body - RE Services' Concession Gozo Medical Complex H (59075543).msg]

Concession) Appeals Board Regulations, 2015' was submitted by Konrad Mizzi. [226]

53.The memorandum sought to expedite the procurement process for health concessions and was approved by Cabinet on 17 March 2015. [227] On 27 March 2015 Projects Malta published the RfP with the closing date for the submission of bids on 19 May 2015.

Crossrange exits

54.On 2 April 2015, a copy of the due diligence that had been earlier carried out by Professor Bannister at the request of OPM in October 2014 was resent by Alexander Muscat to Keith Schembri. [228]

55.On 11 May 2015 Ram Tumuluri emailed Jonathan Vella of Chris Spiteri's office asking for the incorporation of Vitals Global Healthcare Limited to be 100% owned by Bluestone Investment Malta Ltd. [229] "We decided to submit the RFP with the new co instead of Crossrange, to avoid any DD on past director (i.e. Shoaib)." Vitals Global Healthcare Limited was incorporated on 13 May 2015. [230]

56.As we set out in greater detail at appendix 4.80, Origins and development of the Concession structures, in our opinion, while Ram Tumuluri referred to negative due diligence in regard to "Shoaib" we consider that it was the negative due diligence uncovered by DF Advocates on Shaukat Ali which was the determining factor that led to the change of bidder to the newly formed company, VGH (appendix 4.01).

57.Mindful that Shaukat Ali and Crossrange, if publicly associated with the tender, were likely to attract negative due diligence, in our opinion, this motivated the consortium to submit the bid as if it involved only the international "Investor Group" represented by Bluestone acting through a newly formed and 100% owned subsidiary, Vitals Global Healthcare Limited.

58.This apparent change in the structure of the consortium was accompanied at the same time by a raft of rapidly produced consultancy contracts signed for the benefit of the Ali family to compensate for the fact they had to distance themselves from direct ownership of the Concession.

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226 [BATCH JUN-JL37 DOK PMX100027820220604073806.pdf]

227 [Cabinet Memo List.msg]

228 [BATCH TP1 10 GOZO HOS EV BAG GGX100006220220321081215.pdf]

229 [message.body - New Incorp needed urgently.msg]

230 [17 C_70546__D1_1.pdf]

Submission of VGH Bid

59.On 18 May 2015, VGH submitted their bid to run the Malta Healthcare Concession [231] which noted that Ram Tumuluri was authorised, "... to represent the Company in all matters concerning the proposal and this RfP and to sign the proposal on behalf of VGH."

60.The bid ran to over 500 pages and contained the following sections: -

- *Introduction*
- *Identification of Bidder*
- *Bidder's Professional and technical qualifications*
- *Design and Construction Team*
- *Our Equipment Suppliers*
- *Our External Advisors*
- *Financial Information*

61.The bidding entity was Vitals Global Healthcare Ltd (VGH), incorporated in Malta on 13 May 2015. [232] Until 16 February 2018, its shareholders were Bluestone Investments Malta Ltd (BIM) (1,140 shares) and Dr Ashok Rattehalli (60 shares). [233] [234] The company directors and authorised signatories were Sri Ram Tumuluri and Mark Edward Pawley. [235]

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231 [2_Volume A__main document_final.pdf - Page 7]

232 [Certificate of Incorporation.pdf]

233 [VGH articles.pdf]

234 [VGH Ltd - Name change.pdf]

235 [mp_box2_court files_03_docs5000193202104211322l8.pdf]

62. The VGH corporate structure [236] presented within the bid was:-

63. Vitals Global Healthcare Assets Ltd (VGHA) was the VGH subsidiary that would, "...hold the emphyteutical title to the properties, carry out the necessary redevelopments and manage the property." VGHA is set out in appendix 4.20.

64. Vitals Global Healthcare Management Ltd (VGHM) was the VGH subsidiary that, "...will be operating the hospitals." VGHM is set out in appendix 4.10.

65. The bid stated that VGH was wholly owned by Bluestone Investments Malta, which was wholly owned by Bluestone Special Situations #4 Ltd (BSS#4). At this point there appears to be some divergence from the truth. There was no mention of the secret shareholder's agreement whereby Dr. Ashok Rattehalli held a call option for 5% of VGH shares that would kick in once the agreement with the government was signed.

66. There was no mention of the shareholder agreements signed with Dr Ambrish Gupta and MANV Trust, the most significant being the London agreement of 26 March 2015 in which MANV Trust was promised up to 43.33% of BIM shares per funding conditions set out in the agreement. As set out in appendix 5.01, Dr Gupta instigated legal action in Malta and the UK to recover his investment.

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[236] [2_Volume A_main document_final.pdf - Pages 6-8]

67. *More importantly, while the bid (and the earlier presentation to GOM in October 2014) noted that Bluestone Special Situations #4 Ltd (BSS#4) was, "...part of the Oxley Group" and inferred that it was owned, managed, and/or backed by the Oxley Group, the fact was that BSS#4 was owned by Asia Harimau Investments Ltd (appendix 5.31), [237] a BVI shell company that from April 2010, was owned by variations of Mark Pawley, his wife, and his company, BCC Capital Partners. [238] [239] [240] [241]*

68. *As we have outlined in appendix 5.10 on Mark Pawley, in June 2016, Mosaic Advisers defined the Oxley Group as follows, [242]*

"The Oxley Group is an imprecise term, referring to an amorphous group of companies in Singapore, the BVI, and the Cayman Islands, all linked to Pawley and several other Singapore based businessmen."

69. *We suggest the terms "part of the Oxley Group" and "backed by the Oxley Group" were used to infer that VGH / BIM / BSS#4 was a part of a larger financial group. Often these terms were followed by inflated financial figures, such as those used as part of Oxley's profile in the bid which noted that:*

"Oxley's Flagship Investment, Cambridge Industrial Trust, listed in SGX, has a Mkt Cap of S$900M, and Assets under Management of s$1.4bn. Oxley Asset Management Limited (OAML) a wholly owned subsidiary of OGL acts as the asset manager for two other classes of funds, Bluestone Opportunity Funds and Bluestone Special Situations Funds, which have completed 15 deals with an aggregate value in excess of $500m."

70. *In truth, through his BCC Capital Partners Limited (BVI), Mark Pawley held 16% of shares in Oxley Global Ltd [243] which in turn was a 24% shareholder in the "management company" for the Cambridge Industrial Trust [244] [245] alongside National Australia Bank Group which held 56% and Mitsui & Co., Ltd which held 20%. To imply or suggest that VGH / BIM / BSS#4 could readily access the level of funds attached to Oxley in the bid was a misrepresen tation of BSS#4 and Oxley.*

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237 [BSSL_Register of Shareholders_Certified_140917.pdf]

238 [BATCH CS18 BLUESTONE DBS000030202201512121655.pdf]

239 [Register of Members 29.04.16.pdf]

240 [Mark Edward Pawley - 50 Shares 13.08.2007.pdf]

241 [Sharon Maria Pawley - 50 shares 13.08.2007.pdf]

242 [BATCH TP110 GOZO HOS SV BAG GGX100062202203210815.pdf]

243 [BATCH TP107 PAWLEY BAG GGX103432020220321081007.pdf]

244 [BATCH TP107 PAWLEY BAG GGX103432020 220321081007.pdf]

245 [Oxley Global Received Offers For Its Stake In Cambridge Industrial Trust -August 17, 2015 at 12_00 am_ MarketScreener.pdf]

71.As we noted in Mark Pawley's appendix (appendix 5.10), in January 2014, KPMG had carried out around US$1 million work in relation to a proposed investment by BSS#4 in a US publishing enterprise which neither BSS#4 nor Pawley paid. This sheds light on Pawley's other projects and the probable lack of liquidity / funding in BSS#4.

72.The VGH profile also detailed a number of "Oxley leadership and strategic partners" who do not appear to have had any direct involvement in the running of the Concession. Mark Pawley was also not involved in the day-to-day running of the Concession and as such left the operational business to Ram Tumuluri.

73.Much of VGH's bid of 500 plus pages was given over to CVs which illustrated the skills and experience of the doctors, engineers, and other professionals who would be involved in the redevelopment and operation of the Concession hospitals. However, we consider it striking that not a single line in the bid was offered as to Ram Tumuluri's skills, experience, or suitability to manage and oversee the many challenges that such a large PPP healthcare project would bring.

74.Moreover, the bid noted that, "Gary E. Vogan will fill the role of Group CEO...responsible for the entire operations of the Organisation." and would be recruited alongside the Chief Financial Officer and Change Manager from Day 1 of the Contract. [246] We are not aware of Mr. Vogan having any such role or subsequent employment with VGH.

<u>*Collaboration Agreements with Dr. Rattehalli & Dr. Gupta*</u>

75.On 12 May 2015, just a week before the closing date for the submission of bids, there was a specific agreement between Bluestone Investment Malta Ltd (represented by Sri Ram Tumuluri) and Dr Ashok Rattehalli [247] which stated that,

"In the event that the Government of Malta grants the aforementioned service concession to the company and/or any related party of the company, the Company is desirous to appoint Ashok.on the Medical Board and the Operating Management Team (both defined herein) and to involve Ashok in the corporate structure of the Company ..... Appointment for 3 years at €120,000.00 per year (€10k gross p/m)."

76.We note that Rattehalli appears to have dropped the AGMC Inc. involvement (AGMC had been compulsorily dissolved on 31 March 2015 – see appendix 5.20) and seems now to be acting in his personal capacity.

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[246] [docpm2_vol AGENERAL BID_04000221202104221059O5.pdf - Page 12]

[247] [MALTA – MEETINGS NEXT WEEK INJUNCTION AND INDEX]

77.At Clause 4 of the agreement, there was a Call option for 5% of VGH shares to be granted to Dr Rattehalli once the agreement with the government was signed. This Agreement only came to light as part of the litigation papers lodged in the Maltese courts on 19 December 2017 when Rattehalli sued VGH for monies owed to him and for exercise of the share option granted to him.

78.The VGH corporate structure presented in the bid identified Medical Associates of Northern Virginia Inc. (MANV) as being party to a joint venture / collaboration agreement with VGH through which MANV would provide medical assistance and expertise for the operation of the hospitals.

79.On 18 May 2015 (the day before the bid was submitted), Ram Tumuluri, on behalf of Portpool, signed the collaboration agreement. [248]

80.MANV led by Dr. Ambrish Gupta (appendix 5.01), was a signatory to the Investor Group MoU on 23 November 2014 and the single largest individual investor in the Concession through his trust company, Medical Associates of Northern Virginia Inc. Profit Sharing Plan (MANV Trust).

81.The collaboration agreement stated that MANV would provide medical professionals from within their medical team for appointment with VGH and also provide medical professionals from within its group practice to support and assist VGH, including visiting medical professional from various universities to help achieve its obligations under the Services Concession Agreement.

82.For this, VGH would offer 5% of its shares every five years, commencing on the expiration of five years from the date of entry into the Concession Agreement and ending at expiry of the Concession period. MANV would then grant VGH a call option to buy shares back so, in effect VGH offered 5% of the company value to MANV to collaborate.

83.In our opinion, the use of Call Options is of interest to the Inquiry because it was a mechanism which concealed the true owners of the company submitting the tender. It thereby by-passed public scrutiny and the possibility of Due Diligence (which in the case of Mr Rattehalli as with Shaukat Ali could have precluded the Concession being awarded). In our experience, there are many valid commercial reasons to employ Call Options, however, with a newly incorporated company such as VGH, where any shares required could be issued at par anyway, we find it hard to see any commercial rational other than secrecy. The preparedness of the

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248 [docpm2_vol A GENERAL BID_040002212021042210590S.pdf - Pages 69-85]

registered owner / directors (Ram Tumuluri and Mark Pawley) to engage in this subterfuge should be noted.

Summary of role post-tender – VGH appointment

84.The tender was adjudicated in June 2015 and VGH were named as the successful bidder. We have set out in appendix 4.81 a detailed timeline of events drawn from the NAO reports.

85.Some key dates from this timeline are as follows:

- *19 June 2015 - VGH recommended as preferred bidder by the Evaluation and Adjudication Committee*
- *23 June 2015 - cabinet approve VGH*
- *27 June 2015 - Projects Malta Ltd informed VGH that it was designated the highest-ranking bidder*
- *9 Sept 2015 - Projects Malta Ltd notified VGH of Government's intention to award it the services concession*

86.The Concession gave VGH the right to operate the three Malta state hospitals of St Luke's, Karin Grech, and the Gozo General Hospital and with it the ability to generate potential income from the Maltese public purse in excess of €2.1bn over the 30-year period of the concession.

87.In our opinion, Ram Tumuluri's played a significant role to secure VGH as the preferred bidder. He was as a driving force within the Investor Group; at first, he represented the interests of the International Investor Group (70%), but as Crossrange and Pivot (30%) and by extension Walajahi became obsolete, he emerged as the on the ground, day to day leader trusted by both Mark Pawley and Shaukat Ali to represent their interests.

88.He was party to emails and negotiations which started in late 2014 with the intention to implement a MoU for the operation and redevelopment of GGH and by May 2015 he was the CEO and co-director of VGH, entering a bid to operate three public hospitals in a RfP process which had been necessitated in order to adhere European Union tender rules.

89.As we noted above and set out in further detail at appendix 4.80, Origins and Development of the Concession Structures, the emails and meetings show that a preferred group of investors were in place from the start of the PPP healthcare concept who were enabled and assisted by GOM ministers, advisors, and employees to ensure that the RfP process was conducted with a predetermined outcome where VGH were chosen as the preferred bidder.

90. We consider that from the moment VGH and GOM were advised of the legal necessity for a public call for tender, Mr. Tumuluri and those complicit actors, within and on behalf of GOM, involved in the RfP design and implementation, knowingly conspired to conduct a fraudulent and rigged process with a predetermined winner.

MANV / Dr. Ambrish Gupta

91. As noted earlier, the "second" MoU signed on 23 November 2014, was in essence a shareholder's agreement between the international "Investor Group" in which two new participants were identified; Portpool Investments Ltd, represented by Ram Tumuluri; and Medical Associates of Northern Virginia Inc. Profit Sharing Plan (MANV Trust) represented by Dr. Ambrish Gupta.

92. This was the first in a series of shareholder agreements which involved Ram Tumuluri, Mark Pawley and Ambrish Gupta were and through which equity portions in Concession related companies was offered to Dr. Gupta's MANV Trust in return for their ongoing investment. While AGMC Inc. were signatories to agreements which considered a 25% share in BIM for all, Ashok Rattehalli's share option agreement of 12 May 2015 froze his potential equity share at 5%. Dr. Rattehalli is set out in greater detail at appendix 5.20.

93. On 7 January 2015, a side letter amendment [249] to the investors' MoU of 23 November 2014 stated that Ambrish Gupta agreed to advance a loan to Bluestone Special Situations #4 Ltd of $425,000; the letter noted that $150,000 had been advanced on 24 November 2014 and the remaining $275,000 shall be advanced as per the loan agreement signed on 7 January 2015.

94. An unsigned draft loan agreement [250] was located in the data, titled, "070115 Loan Agreement v2a (Exe Copy).doc." Drafted by the Harry Elias Partnership based in Singapore, the agreement set out the conditions of the loan, namely that MANV Trust had agreed to loan $425,000 to BSS#4, and as security, BSS#4 granted MANV Trust a charge over 119,161 shares in Oxley Global Ltd.

95. We note that the schedule attached to this draft loan agreement requested that the $275,000 was to be paid to a Bank of Montreal account held by Ram Tumuluri, Account Number 2721-4792-372, Account Transit Number

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249 [RICOH MPC2011.MSG--[20180131090227982.pdf]

250 [Loan Agreement v2a (Exe Copy).doc]

27210 with bank address at 4395 Dunbar Street, Vancouver, V6S 2G2 Canada.

96.We do not have access to all bank records in this inquiry and we cannot therefore confirm if these funds were paid or if they paid to the bank account noted. Despite the increase of US$125,000 Dr. Gupta's equity remained at 25% of the shares in BIM to be held through the MANV Trust. [251]

London / UK Agreement

97.On 26 March 2015, a further Agreement between MANV Trust, BSS#4, BIM, and Portpool Investments, was entered into and was known as the London or UK agreement. [252]

98.Referring to the previous agreement of 7 January 2015, the London agreement clarified that MANV Trust had loaned US$425,000 to BSS#4, and thereafter, BSS#4 provided the joint venture (JV) with US$425,000, on behalf of Portpool Investments, to fund JV work to date.

99.We did not locate any incorporation or shareholder documentation in regard to Portpool Investments Ltd and while Ram Tumuluri represented the company, we consider that in view of the charge over Oxley Global shares for a loan on behalf of Portpool, and the use of addresses linked to other Mark Pawley companies on the Portpool business card and the registered business address, we cannot discount that Portpool may also be a company over which Mark Pawley held some control.

100.Now in consideration of MANV Trust continuing in the JV, BSS#4 granted a share charge in favour of MANV Trust over 300 shares in BIM, held by BSS#4.

101.The agreement further recognised that for the JV to continue an estimated €2,985,000 of further funding was required and that MANV Trust and BSS#4 would provide the funding as follows:

Row No.	Party	Amount €	Date of Funding
1	MANV Trust	250,000	Within 2 days
2	BSS#4	675,000	10 Apr 15
3	MANV Trust	500,000	25 Apr 15
4	BSS#4	500,000	25 Apr 15

[251] [MOU side letter v4a.docx]

[252] [UK Agreement.pdf]

	Subsequent funding if needed and agreed in writing between parties		
5	*MANV Trust*	*530,000*	*25 May 15*
6	*BSS#4*	*530,000*	*25 May 15*
Total		***2,985,0000***	

102. The agreement set out a schedule of equity that would be held based on funding and in the event that BSS#4 provided €675,000 on 10 April 2015:

Identity	***% of shares in BIM***
MANV Trust	*31.11*
BSS#4	*31.11*
PORTPOOL	*31.11*
AGMC	*6.67*
TOTAL	*100*

Or in the circumstances where BSS#4 does not fund €675,000, then

Identity	***% of shares in BIM***
MANV Trust & PORTPOOL	*86.66*
BSS#4	*6.67*
AGMC	*6.67*
TOTAL	*100*

103. The agreement acknowledged that BIM will always hold and retain 75% in the SPV with the balancing 25% held by local partners which we note was a change to the 70/30 split set out in the 23 November 2014 MoU and may be due to the removal of Walajahi from the project which released 5% additional equity in the project. The change to 75% was also noted by DF Advocates – see below.

104. The London agreement was significant for a number of reasons: -

- *It was entered into the day prior to the publication of the RfP*
- *The parties noted that they required almost €3 million further to pursue the JV*
- *It determined that Ram Tumuluri would run the project day to day*
- *Two days later MANV Trust committed up to €40 million equity portion*

105.When the €675,000 from BSS#4 did not materialise, on 18 June 2015, a draft STA agreement was emailed by Ram Tumuluri to Ambrish Gupta, [253] in the body of the email he outlined a three-point process,

"Mark and Portpool (Ram) will sign the share transfer agreement and Bluestone BVI will appoint Portpool as proxy and give 100% of the powers

Dr Gupta and Ram will have the private agreement on the conduct of business on Portpool as the proxy which controls Bluestone Malta and VGH (shared decision making, unanimous clauses etc)

Once funding is in place shares are issued to individuals as agreed"

106.A later draft of the STA was emailed on 2 July 2015 by Deborah Chappell to Ram Tumuluri, with Jean Farrugia and Kevin Deguara in copy. [254] Ms. Chappell clarified that,

"1. Part 1 of the agreement envisages the share transfer of all the shares in Bluestone Malta from Bluestone BVI to Portpool to take place upon the conclusion of the Funding as set out in the Joint Venture Agreement dated 26th May (sic) 2015 (UK Agreement);

2. Part 2 of the Agree ment envisages that in the event that Vitals is granted the Services' Concession and following completion of all the Funding, Portpool shall undertake to offer shares in the amount equal to five per cent (5%) of the shares in Bluestone Malta on the day of the entry into, and execution of, the final agreement relating to the Services' Concession.

...Pawley is entitled to 6.67% of the shares in Bluestone Malta, which in light of Shaukat's 25% in Vitals, is equivalent to 5% in Vitals."

107.Therefore, as a consequence of not investing the €675,000 Mark Pawley's equity in the Concession would be reduced to 5%, as per the London agreement.

108.Significantly, we also note that despite Pivot / Crossrange having removed themselves during the RfP process and prior to the submission of the VGH bid, Deborah Chappell stated that Shaukat Ali held a 25% share in Vitals.

109.While Mark Pawley may have been open to the transfer of ownership of BIM to Ram Tumuluri and Portpool Investments, a company we suspect he held control over, we consider that a scenario in which BSS#4 lost 25% equity with half of this going to MANV Trust, was never likely.

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253 [message.body - Pwd Share Transfer Agreement_Pawley]

254 [message.body - Pawley-Settlement: Pawley- Agreement email and Draft STA]

110.On 8 December 2015, a Declaration of Acknowledgement and Consent for Asia Harimau to transfer shares in BIM to Portpool [255] was drafted by DF Advocates and sent to Ram Tumuluri. [256] This was most likely in response to Ambrish Gupta questioning why the transfer of shares in BIM had still not been carried out as per their agreements.

111.Mark Pawley / Asia Harimau / BSS4 retained its shares in BIM and, in our opinion, the Gupta shareholder agreements signed by Ram Tumuluri and Mark Pawley were done under false pretences with the share transfer documents drafted to give the appearance that shareholder agreements were being adhered in order to placate Dr. Gupta so he would continue to invest.

112.Prior to the input of GOM funds, MANV Trust and Dr. Gupta were fundamental to the maintaining the Concession project as they provided working capital and had agreed to fund the €40 million equity portion set out in the bid. By January 2016, MANV Trust's investment stood at over US $4 million, however Dr. Gupta had begun to have concerns about Ram Tumuluri's leadership and budgetary control.

113.According to a letter tendered by Lewis Silkin, lawyers for MANV Trust, MANV, and Ambrish Gupta, [257] on 31 January 2016, Ambrish Gupta, his wife, Dr. Jyotsna Gupta, (a named account holder for the Merrill Lynch US $40 million equity portion) met Ram Tumuluri and Mark Pawley in Dubai where Mr. Tumuluri was asked to account for BIM's expenditure which he was unable to do. At the meeting they also discussed the need to appoint a board of directors for BIM and Tumuluri allegedly said, "Either I will be the CEO or I kill this project".

114.Following the Dubai meeting, Dr. Gupta lost all confidence in Ram Tumuluri and the Maltese Concession project and requested his money back. With insufficient working capital available to sustain the project, let alone US$4 million cash to pay back the MANV Trust, we suspect that Ram Tumuluri forged a letter to mislead Dr. Gupta that his investment funds would soon be returned.

<u>*Altus Group*</u>

115.A letter dated 25 February 2016 from David Meli for the attention of Ram Tumuluri introduced a company called the Altus Group as a potential investor in VGH. [258] The letter stated that there had been discussions held in Malta and Dubai with Dr. Melli's client, Altus Group who were working

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255 [Declaration of Acknowledgement and Consent_Asia & Pawley_081215.docx]

256 [Share Transfer Agreement.docx]

257 [Letter-to-Bluestone-Special-Situations- #4Ltd-&-Others-27.11.17.pdf]

258 [LETTER OF INVESTMENT.pdf]

on various real estate development projects in Malta and were interested in investing in VGH up to an amount of €30,000,000. This would include an initial amount of €6,000,000 that would be, "paid within the next few weeks". The letter also outlined, "...out of the initial investment, $4.1 Million USD is to be paid to Dr. Gupta as part of the settlement offer you kindly shared with us."

116. The letter noted a full company profile for Altus Group attached and was signed by Mr Meli. We recovered a number of copies of this letter in Microsoft Word, some of which were in Mr. Meli's data, however the document metadata suggests that the letter was first created by Ram Tumuluri on 26 February 2016 and subsequently modified by David Melli. [259]

117. We found this letter to be the only reference to the Altus Group in the available data and consider that if such a deal was genuinely on the table, it would be expected that details of the deal and the company would be found elsewhere within the data.

118. In view of the fact that the document was created by Ram Tumuluri, there were no other references to the Altus Group in the available data, the timing of the letter shortly after the meeting in Dubai, and that no funds were ever received from Altus Group, we consider that this letter may have been fabricated by Ram Tumuluri to mislead Dr. Gupta that he would soon be refunded the funds that he had invested.

119. The letter worked as it appeared to have stalled Dr Gupta from making a formal request for his money back until after the Concession agreements took effect in April and June 2016. However, by July Dr. Gupta probably realised that the letter was just another false promise and by July 2016, Dr. Gupta made a formal request for transfer of his shares from BIM held with Harry Elias. When his requests to be given his shares were not responded to, he instigated legal action with the threat of insolvency proceedings against BIM on the basis that it was not able to repay its debts. [260]

120. We also draw the Inquiring Magistrate's attention to the Bank of India letter sub mitted as part of the VGH RfP bid. The letter purported to sanction a US$30 million loan facility to an Indian company, Sekhem Natural Resources Development Private Ltd, in order that they could invest in BSS#4 and the Malta healthcare projects. As set out in detail at appendix 5.10, our research showed that Sekhem was only incorporated on 7 January 2015 with Indian Rupees 10 million (approximately GBP 100,000) of share capital, the business was involved in the supply of milk and did not appear

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259 [Letter of Investment – RAM TUMULURI.docx]

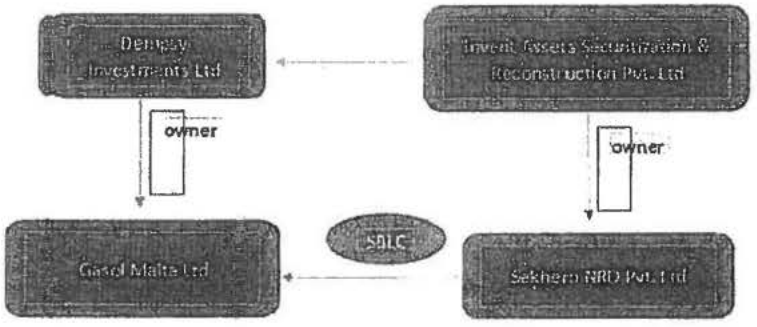
260 [Letter-to-Bluesto-ne-Special-Situations-#4Ltd-&-Others—27.11.17.pdf]

to generate revenues that would support a US $30 million letter of credit. There was also no mention of the loan facility in the company accounts.

121. The loan facility letter contained an illegible signature and had no given name or job title to indicate the person who authorised the loan and/or signed the letter, only stating "Bank of India". We did not identify any subsequent funds introduced to the Concession by Sekhem. We note that the RfP Evaluation Committee appeared to accept the letter at face value.

122. The only other significant correspondence related to Sekhem in the Inquiry data was a Word document with a diagram created by Ram Tumuluri on 10 June 2015, titled "Gasol Malta Ltd". We have reproduced the diagram below.

Gasol Malta Ltd. acquisition Structure:



123. This document contained an acquisition structure for Gasol Malta Ltd in which Sekhem NRD Pvt. Ltd. and Gasol were linked with the initials "SBLC" which we consider meaning Standby Letter of Credit. Dempsy (sic) Investments Ltd, one of Mark Pawley's BVI companies, was linked in the structure as owner of Gasol Malta Ltd. [261] In other words, shortly after being used in the VGH RfP bid, Ram Tumuluri had considered using a similar letter of credit in order to acquire Gasol Malta Ltd.

Shapoorji Pallonji

124. Shapoorji Pallonji Group is a global engineering, construction, infrastructure, energy, real estate, and financial services company based in India. The company operates a number of subsidiaries split across three divisions consisting of thirteen companies.

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261 [Gasol Malta Ltd.docx]

125. Shapoorji Pallonji Mideast LLC ("SP Mideast") was awarded the contract to provide construction services under the concession. On 17 February 2016, Ram Tumuluri on behalf of VGH and VGH Management entered into a fixed price turnkey contract with SP Mideast for the redevelopment of the three hospitals. [262] The fixed price was €170 million; completion date was 24 months from the date of contract wherein VGH agreed to make an advance payment of €25 million against a bank guarantee with deductions made to the advance as work progressed and was billed.

126. We have noted a number of matters which are of interest to this Inquiry and which we set in the Shapoorji appendix, 2.110.

127. In summary these are: -

- allegations have been made that the awarding of the contract to SP Mideast was guaranteed following meetings held in Dubai with Shaukat Ali, Ram Tumuluri, and senior GOM officials prior to the concession being granted to VGH
- with VGH insufficiently financed the Performance Guarantee Bond of €9 million was fronted by SP Mideast
- the CEO of Shapoorji Malta, Saji Unnikrishnan, colluded with Ram Tumuluri to make a fraudulent VAT refund claim of €1.3 million.
- Shapoorji Malta failed to pay its own VAT bill of €8.3 million raised by the Maltese Tax Commissioners
- cash payments being made to VGH for unspecified purposes, allegations of double invoicing and over invoicing to secure additional payments from VGH and unspecified payments to a Mr Deepank Saini, a close relative of the CEO and Director of SP Dubai

<u>Senior Debt Finance</u>

128. On 30 November 2015 Konrad Mizzi on behalf of GOM and Ram Tumuluri on behalf of VGH signed the Service Concession and Health Services Delivery agreements, [263] however VGH had not yet secured the €170 million necessary for the redevelopment of the hospitals.

129. On 26 November 2015, immediately prior to the signing of the Concession agreements, Ram Tumuluri emailed Konrad Mizzi and Keith Schembri [264] (Frank Pillow) using their personal email addresses,

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262 [JAN 23 - 1 DOK GVX HEAL_TH SERVIC0000332023012610035 7.pdf, Page 424]

263 [JAN 23 - 1 DOK GVX HEAL_TH SERVIC0000332023012610035 7.pdf, Page 311]

264 [283556.partial#1 KS emails]

"Please find the attached drafts as discussed. I am in London and will be with Macquarie and their lawyers as well as Allianz and their lawyers going over DD details. Please review and let me know what we can agree to and what we need to amend. Both Macquerie and Allianz wants to do this deal, its their legal counsel I am working on pleasing and satisfying. I have my knee pads ready :) ...On a side note, equity is ready and accepted by both Macquarie & Allianz so we are just working on GOM side of DD at this moment"

130. By June 2016 with the Concession due to go live, VGH had still not managed to get senior debt finance in place. Despite this GOM agreed to waive the conditions set out in the Services Concession Agreement and extended the timeframe to February 2017 for VGH to provide proof of financing. [265]

131 As with the previous deadline, this date would also fall by the wayside and further extensions to 30 June 2017 [266] and 31 December 2017 [267] were required. We have set out in detail in appendix 5.14, Senior Debt Finance, the failure of both VGH and Steward to secure finance and how GOM Ministers failed to hold the companies to account whilst they were in default of their obligations and enabled and rewarded them by extending deadlines and providing guarantees at times without Cabinet approval.

132. We consider the appointment of Ram Tumuluri by Mark Pawley and Shaukat Ali, to run VGH with limited oversight, was an accident waiting to happen. Mr. Tumuluri's poor record in hotel management and the allegations of fraud from his time in British Columbia had surfaced and were in the public domain by late 2016. [268] What appears to have played out in Canada, was to repeat itself in Malta, only on a much larger scale and with more significant consequences for the Maltese taxpayer.

<u>Relationship to Shaukat Ali</u>

133. Two former Accutor directors, Kamal Sharma and Tyrone Greenshields gave testimony to the Inquiry; as we have set out in appendix 1.55, Mr. Greenshields stated, "Mr. Shaukat Ali was definitely the person in charge although he said very little. Ram Tumuluri was clearly a puppet for Mr. Shaukat Ali and it would appear that Mark Pawley was a peer level to Ram Tumuluri" (TG page 10). Mr. Sharma was asked, "About Ram Tumuluri, your understanding is that he was just a front man of Shaukat Ali or Shaukat Ali and other guys?" Sharma replied, "Of Shaukat Ali and other guys."

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265 [J_AN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 561-564]

266 [J_AN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 579-580]

267 [J_AN 23 - 1 DOK GVX HEALTH SERVIC00003320230126100357.pdf - Pages 583-584]

268 [Vitals Global Healthcare insists due diligence on its director Ram Tumuluri was clean.pdf]

134.Mr. Sharma also stated, "Shaukat Ali told me that the history of the VGH deal, Ram Tumuluri had fallen on hard times after he was declared bankrupt in Canada and he met with Shaukat Ali in a hotel, I believe in Dubai, and he gave him the idea to do a public private partnership approach to the health sector and make it a global model, so Shaukat Ali said he would take it to his connections in Malta as a case study, which is what they did, and on the day that Shaukat Ali met Ram Tumuluri, he told me Ram Tumuluri's shoes were torn, he didn't have any money to buy shoes, Shaukat Ali bought Ram Tumuluri a pair of shoes that he could wear to meet with Konrad Mizzi."

Jersey Corporate Structure

135.In our opinion moving VGH to a Jersey offshore structure was created to enable the following: -

- *the transfer "on paper" of VGH Malta to Ram Tumuluri who would now act as the front man for secret owners of the Concession*
- *the acquisition of VGH preferred suppliers Technoline Ltd and Mtrace plc*
- *the use of intercompany agreements to facilitate kickbacks on existing suppliers' contracts*
- *expansion of the VGH model to other countries with complicit governments*

136.On 1 September 2016, Crestbridge Ltd, a company service provider based in Jersey, wrote to Ram Tumuluri and Shaukat Ali with Crestbridge's proposal in relation to the provision of services to VGH Jersey and its corporate ownership structure. [269] We note that Shaukat is included despite apparently having no stake in VGH.

137.Crestbridge proposed to incorporate three investment holding companies to,

"...act as investment holding structures to sit above the Holding Company. The investment holding structures will be beneficially owned by trusts to be established for the benefit of Shaukat Ali and Ram Tumuluri and their families."

138.On 13 October 2016, Crestbridge emailed Ram Tumuluri that twelve companies had been incorporated. [270] An Engagement Letter from Crestbridge addressed to both Ram Tumuluri and Shaukat Ali dated 26

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269 [20160901 Proposal to VGH.pdf]

270 [message body - Fwd: VGH Group]

October 2016 set out the twelve "Administered Bodies" and the associated fees. [271]

139. Crestbridge Corporate Services Ltd were appointed as company secretary for all twelve companies and identical fees were levied on each of the twelve companies. The fee for incorporation and provision of the registered office for the first year was £6,865.93 per company; the registered office and company secretary fees for the second year was £3,609 per company. [272]

140. Fees of €98,782.52 were paid to Crestbridge from the Bluestone Investments Malta Limited Euro account on 16 February 2017. [273] We consider that the funds used to pay for company formation and other admin costs in Jersey were from concession funds and should not have been used for this purpose.

141. Shares in all twelve companies were initially held by Crestbridge Corporate Nominees Limited at 47 Esplanade St. Helier, Jersey JE1 0BD.

142. On 12 February 2017, shares in all twelve companies were transferred from Crestbridge Corporate Nominees to Ram Tumuluri and Shaukat Ali or companies under their control. [274]

143. Four days later on 16 February 2017, the single company share in Bluestone Special Situations #4 Limited (BVI) (Appendix 5.30) held by Asia Harirnau Investments Ltd (BVI) (Appendix 5.31) was transferred to VGH Malta Ltd (Jersey) and with this all VGH Malta companies were now held within the Jersey company structure. [275]

144. The corporate organogram below shows the ownership of VGH Malta within the overall Jersey structure.

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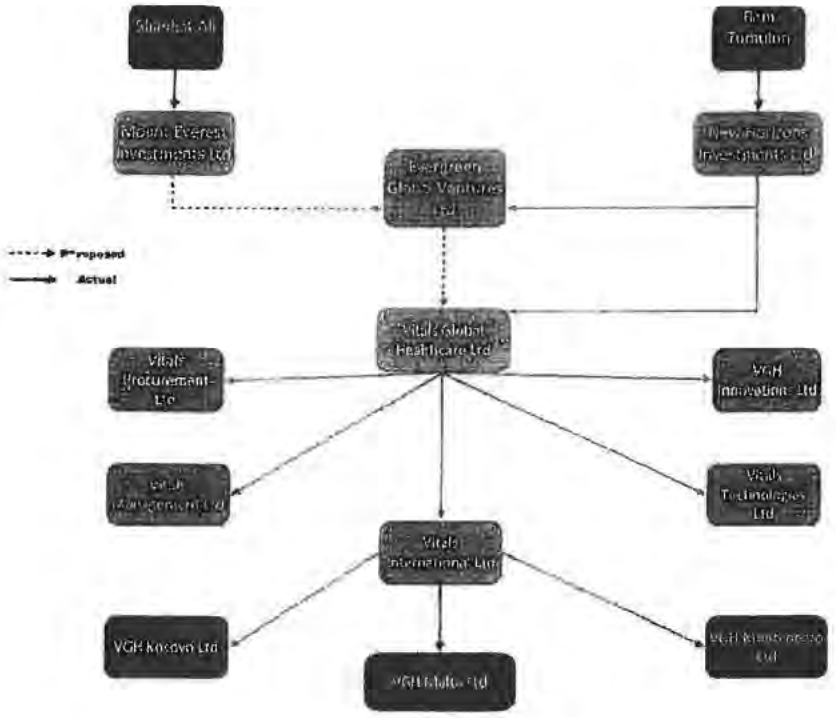
271 [Engagement Letter.pdf]

272 [INVOICE 434307.pdf, PCI003779.pdf, PCI01926.pdf.]

273 [Statement – 40023647510 (01.01.14 - 31.12.19).pdf - Page 58]

274 [FW VGH COMPANIES- CRESTBRIDGE INVOICES.MSG—Fedex.pdf]

275 [Register of Shareholders.pdf]



145. The ownership structure differs from that proposed by Crestbridge.

146. The two investment holding company's – Mount Everest Investments Ltd owned by Shaukat Ali [276] and New Horizons Investments Ltd owned by Ram Tumuluri [277] were set up as proposed.

147. It is our opinion that at a time of their choosing, Ram Tumuluri and Shaukat Ali would have changed the VGH Jersey structure to that which had been proposed by Crestbridge. We consider that this change would have been affected as at a time when a major share sale was about to crystalize.

148. It is our opinion that Shaukat Ali trusted Ram Tumuluri to act as his front man and had VGH been developed into a saleable healthcare conglomerate, the holding company, Evergreen Global Ventures would have taken ownership of Vitals Global Healthcare Ltd (Jersey) and Shaukat Ali's Mount Everest Investments would have obtained its shares in Evergreen immediately prior to sale. We have set out our opinion and the supporting evidence in greater detail in appendix 6.15, VGH Jersey Companies.

Vitals Procurement and Gateway

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[276] [AR to 01.01.2018 - 5714466.pdf]

[277] [New Horizons Investments AR 2018.pdf]

149. Vitals Procurement Ltd (VPL) was a Jersey company set up in October 2016, a subsidiary of VGH Jersey, its UBO was Ram Tumuluri through New Horizons Investments Ltd. [278] [279] However, as we have outlined above, in our opinion, Ram Tumuluri was a front for secret owners of the Concession including Shaukat Ali and was willing to carry out their instructions.

150. As we set out in appendices 2.00 and 2.03, Gateway Solutions Ltd and Source of Funds used to acquire shares in Technoline, in December 2016, Gateway Solutions Ltd issued a convertible loan note in the amount of €5,040,000. The note's terms of issue stated that the net proceeds would be used for the financing and acquisition of all the shares in issue in the target company, Technoline Limited.

151. Gateway, in our opinion, was to be owned by five people, Vassallo and his four associates, Keith Schembri, Konrad Mizzi, Adrian Hillman and Pierre Sladden. In our opinion, public funds were used to enable Gateway to acquire Technoline and once the acquisition was complete, with dramatically fortuitous timing, Technoline was granted the exclusive contract to supply VGH with all of its pharmaceutical requirements including drugs and equipment.

152. VPL was noted as the applicant to the note however, the applicant's bank account details were given as Bluestone Investments Malta Limited, Bank of Valletta, Account Number 40023647510, this being Bluestone's Euro bank account. This indicated that funds for the note were to be provided via Bluestone.

153. VGHM paid €5,040,000 directly to Gateway between February and April 2017 from funds that it had received for the running of the Maltese Healthcare Concession without the funds passing through VPL. At the time of both the loan note issue in December 2016 and the payments from VGHM to Gateway in February and April 2017, VPL was not a trading company. The convertible loan note arrangement between VPL and Gateway meant that instead of VGHM appearing as the direct funder of Gateway/ Technoline, Gateway's funding relationship was with the Jersey company, but in reality, the flow of funds and financial relationship remained within Malta, between VGHM and Gateway.

154. In relation to the first payment of €1,800,000 on 14 February 2017, Bank of Valletta report [280] that the,

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278 [5891637.pdf]

279 [5705903.pdf]]

280 [BATCH TPS DOK SCC200023-620220603101640.pdf]

"...transaction was made in a face-to-face environment at Republic Street Branch..." and "The transaction was authorised by Sri Ram Tumuluri holder of ID 155737A on behalf of Vitals Global Healthcare Management Malta (Procurement Payment)."

155. Bank of Valletta also provided its copy of the payment transfer which confirms the payment to have been made at 9.41 am on 14 February 2017. The document bears what appears to be the signature of Ram Tumuluri.

156. Whilst we do not have the equivalent documentation for the remaining payments of €4.2,000 on 21 March 2017 and €3,100,000 on 7 April 2017, we comment on these and the source of funds used for the payments in appendix 2.03, "Gateway Solutions Ltd – Source of funds used to acquire shares in Technoline" these were, in our opinion, derived from almost exclusively from GOM funds intended for the operation of the hospitals and therefore a clear misappropriation of public funds.

157. We note the exclusive supplier contract between and Technoline and VGH was only put into place following Gateway's acquisition of Technoline's shares. The contract enabled Technoline's owners to generate substantial profits, from what was in essence, a public service contract given that VGH was a publicly funded entity.

158. As we outline in the other relevant appendices, the exclusive supply contract awarded in April 2017, together with the €5 million provided by VGHM to purchase those shares, formed part of the remuneration for Schembri and Mizzi in lieu of their influence within GOM that ensured the Con cession was awarded to VGH a start-up company with no experience in healthcare and without the prerequisite funding to finance the development of the hospitals.

<u>Vitals Procurement and MTrace</u>

159. As set out in appendix 2.80 on MTrace, VPL was also used as cover for the use of Concession funds to purchase of Mtrace plc. Mtrace was a company involved in the development of a Cyclotron facility for the treatment of cancer. It was incorporated in November 2015 and on paper its first owner was an Italian company called Taomac.

160. VPL & VGHM used Concession funds to purchase the shares and then to fund the development of the Cyclotron facility. In October 2016, Taomac sold its shares in Mtrace to VPL for exactly the same amount of money it had invested on incorporation – which was 25% of the nominal value of the

shares. This, in our opinion, suggests that Taomac had simply been holding the shares for the real owners, VPL.

161.The payment of €62,500 was not however made by VPL. Instead, Ram Tumuluri used VGH concession funds with the payment made on 28 October 2016 to Taomac coming from the VGH bank account. [281] We have set out in detail the purchase, use and ownership of Mtrace in appendix 2.80.

Intercompany Agreements

162.Inter-company agreements (ICA) were found in the data which interposed VGH Jersey between VGH Malta and third-party supply suppliers. The ICA were signed by Ram Tumuluri on behalf of both the Jersey and Malta entities.

163.On 3 April 2017, an intercompany agreement was entered into by VGH Jersey and VGHM. Backdated to 13 October 2016, the agreement was for a period of five years between the Parent, VGH Jersey and the Subsidiary, VGHM; whereupon the Parent would identify and procure support services from strategic partners on behalf of the Subsidiary.

164. The strategic partners were termed" clinical collaborators" and the agreements were termed "clinical collaboration agreements" for the provision of "clinical collaboration services".

165.Clause 3.1 of the ICA noted that the Subsidiary, "agrees and undertakes to bear, pay and be responsible for the payment of:

*"...any and all fees, costs, expenses, liabilities, and dues whatsoever arising pursuant to any and all Clinical Collaboration Agreements procured by the Parent in favour of the Subsidiary pursuant to this Agreement (hereinafter referred to as the "**Clinical Collaboration Payables**"); and*

*a fee equivalent to ten per centum (10%) of any and all of the Clinical Collaboration Payables (hereinafter referred to as the "**Parent Payables**") arising from time to time which Parent Payables shall be payable directly to the Parent."*

166.On 1 May 2017, VGH (Jersey) entered into a master services agreement whereby Partners Healthcare International LLC, "...will provide to VGH certain advisory services including capacity building and skill-training services, to support the development within VGH's core operating team..." which replaced a short-term services agreement with VGH Malta. [282] In

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281 [Statement 40023647549 2015_2019.pdf] - Page 6]

282 [VGH – PHI — MSA- 2017May1- FINAL – fully executed.pdf]

effect the Parent did not procure the services of Partners Healthcare as these were already being provided to VGH. Partners Healthcare is explored in further detail at appendix 5.90.

167. A further master services agreement was entered into with MCOP International LLC (MCOPI), dated the 22nd of August 2017, for the provision of 'certain advisory services relating to management, operations and clinical care of patients receiving orthotic and prosthetic services and devices'. [283]

168. In essence the ICA entitled VGH (Jersey) to 10% skim, payable from Concession funds (VGHM) on all payments covered by the master service agreements.

169. Ohum Healthcare Solutions was already providing IT services to VGH in Malta, however, on 26 June 2017, VGHI Jersey signed three agreements with Ohum; an Implementation Agreement, a Professional Services Ag reement, and a Software Licence and Service Agreement with all three agreements being backdated to 15 October 2016, 15 November 2016, and 1 October 2016 respectively.

170. On the same day the three Ohum agreements were signed (26 June 2017) VGHI, referred to as the Parent, entered into an intercompany agreement [284] with VGHM, referred to as the Subsidiary.

171. Again, Ram Tumuluri signed the ICA on behalf of both parties, VGHI and VGHM and the ICA backdated to 13 October 2016 stated,

"In consideration of the services provided to the Subsidiary pursuant to the OHUM Agreements, SOWs and Orders and any other statement of work or order form to be entered into by OHUM and the Parent in the future (hereinafter referred to as "Additional SOWs & Orders") pursuant to the OHUM Agreements, the Subsidiary agrees and undertakes to bear, pay and be responsible for:

any and all fees, costs, expenses, liabilities and dues arising pursuant to the OHUM Agreements, any and all SOWs & Orders and any and all other Additional SOWs & Orders in relation to the Malta Health PPP (hereinafter referred to as the "OHUM Payables") payable to OHUM; and

a fee equivalent to ten per centum (10%) of the OHUM Payables (hereinafter referred to as the "Parent Payable") payable to the Parent."

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[283] [FW OPU CONTRACTS.MSG--MCOP MSA.pdf]

[284] [Intercompany OHUM Agreement.pdf]

172. *In other words, Ohum would continue to provide IT services to VGH as it had done since October 2016 and VGHM continued to bear responsibility for all invoices and liabilities raised. However, it would now also be liable for 10% skim, backdated and payable to VGHI. At the time the ICA was signed, this equated to $180,000 due immediately and on total payments made to Ohum equated to commission of over $330,000. Ohum is set out in detail at appendix 2.111.*

173. *Both of the ICA were complex, unnecessary, and, in our opinion, had the sole purpose to provide a mechanism to derive kickbacks from the Concession i.e., from public funds. This is a pattern repeated throughout the operation of the Concession and was also employed by the Ali family using the Tunisian company, Incorp. The pattern of deriving kickbacks derived from third party supplier contracts is set out in detail in appendix 2.200 on Procurement fraud.*

174. *The Inquiry does not have access to all the bank accounts and other records of all the individuals and entities associated with these dealings. We have therefore been unable to identify if the commission payments were made and we have not found any VGH Jersey bank accounts. However, all the means necessary were in place to allow these payments.*

VGH International

175. *As we set out in appendix 6.15, VGH intended to expand in eastern Europe and the Balkans with the assistance of other governments and local partners, the group planned to set up healthcare PPP throughout eastern Europe and the Balkans which, in our opinion, could have been used for the misappropriation of public funds to the benefit of investors and corrupt government officials.*

176. *As seen in VGH Investor pack [285] healthcare agreements were planned with Albania, Bosnia, and Slovakia which together with Kosovo, Montenegro and Malta were projected to generate total revenues of €705M and net profits of €129M. Malta alone was estimated to yield €24.7M profit on €120M revenue (i.e. Malta represented about 20% (€24.7M / €129M) of the profit potential of the group's ambitions.*

177. *In regard to Montenegro, we note that a similar pattern to Malta had been followed where a MoU and presentation with government was secured on foot of payments to local enablers, Tiziano Mousa and Vladimir Radonjic. A Letter of Engagement between VGH and Radonjic Associates, signed by Ram Tumuluri, noted that they had met on 25 July 2016 and that Radonjic Associates would advise and assist on PPP matters in Montenegro.*

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285 [Fwd_ Fwd_ Fwd_ Signed Val.msg—Valuation summary_signed.pdf]

[286] Open-source research indicates that Mr. Tiziano Mousu was Malta's Honorary Consul in Montenegro. [287]

178. On 2 August 2016 Ram Tumuluri emailed Shaukat Ali with a MOU, [288] "Please forward it to our contacts in Montenegro. We are welcome to any amendments from their side and once finalized we would like to execute the MOU on the 10th of August."

179. Shaukat Ali forwarded the MOU to Tiziano Mousu, who then sent it on to Vladimir Radonjic. Mr. Radonjic who replied to say he will check the MOU which they are sending to the Ministry. [289]

180. Tiziano Mousu later emailed Asad Ali, Shaukat Ali, and Ram Tumuluri, [290]
"Gentlemen, tomorrow we will have definite date for presentation just getting confirmation from PM. In the meantime please send me an email with further requirements you need here in Mn..."

181. We have identified four separate payments from the Bluestone Euro account 40023647510 to Vladimir Radonjic as follows: -

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286 [LoE_VITALS GLOBAL HEALTHCARE_20160805 - SIGNED.pdf]

287 [Tiziano Mousu - Malta's honorary consul in Montenegro: what does he do for a living?.pdf]

288 [message.body - FW Invoice_legal services.msg]

289 [message.body - FW Invoice_legal services.msg]

290 [message.body - Montenegro-4.msg]

Date	Description	Amount	Nature of payment
11/08/2016	Vladimir Radonjic- Attorne	€10,024	retainer for Montenegro
07/10/2016	Advokat Vladmir Radonji	€10,024	Legal retainer
03/01/2017	Vladimir Radonjic- Attorne	€76,180	Legal services charges
08/05/2017	Vladimir Radonjic- Attorne	€37,587	Retainer charges
	Total	**€133,815**	

182. In September 2016, a payment of €5,000 was made from the same Bluestone Investments Malta Ltd bank account 40023647510 to a DNB Bank account in Lithuania, Beneficiary- PAYSERA LT, Beneficiary bank account (IBAN) -LT774010042403269638, Payment purpose -EVP23100020055804 – Corporate and Commercial FX Services.

183. The payment details had been provided in an email sent from Mr. Mousu to Mr. Tumuluri on 8 September 2016 and on 14 September 2016, Mr. Tumuluri followed up by email to Mr. Mousu asking him to confirm that he received the funds. [291]

184. We consider that the payments made to Mr Radonjic and Mr Mousa, in addition to the travel expenses for meetings in Montenegro, were from Concession funds and should not have been used for these purposes.

185. Ram Tumuluri was at the heart of the Jersey structures which were responsible for the misappropriation for substantial public funds. The Jersey structures were set up with him as the front man to shield secret owners of the Concession and also enable expansion of VGH into other jurisdictions replicating the Malta model.

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[291] [message body - Paysera CCFX account.msg]

186.In summary: -

- Costs for the Jersey structures were paid using Concession funds
- Preferred supplier companies acquired with Concession funds disguised as originating from Jersey companies
- Payments to local fixers paid from Concession funds
- Intercompany agreements created to facilitate kickbacks

Mount Everest

187.We have identified two companies registered in the United Arab Emirates (UAE) which we consider were owned and controlled by Shaukat Ali, these are Mount Everest General Trading LLC (Mount Everest GT) (appendix 3.30) and Mount Everest FZ LLC (Mount Everest FZ) (appendix 3.20).

188.Both companies received substantial funds from Bluestone's BoV accounts which we consider were based on consultancy agreements with Mount Everest FZ, both of which were dated 25 February 2015. As we have set out in the relevant appendices, Ram Tumuluri was party to the authorisation of payments which we consider to be the misappropriation of Concession funds.

189.The first agreement between BIM and Mount Everest FZ, [292] stated at clause 3.1 of the agreement that BIM would pay Mount Everest FZ a one-time fee of €2 million payable within 60 days from the signing of the 'Final Agreement' for the project with GOM.

190.Clause 3.2 of the same agreement stated that "in the eventuality that the company acquires the funding through long-term bond or when the Company lists and trades on public markets, it is further agreed that the Company shall increase the total cumulative amount as mentioned in 3.1 above to Five Million (5,000,000) Euro".

191.The second consultancy agreement [293] between BIM and Mount Everest FZ mirrors the other agreement aside from the remuneration clause at point 3.1 which stipulated that BIM would pay Mount Everest FZ €100,000 per month.

Mount Everest FZ

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292 [Consultancy Agreement – Bluestone Malta (2M) 2.pdf]

293 [Consultancy Agreement – Bluestone Malta (100k) 2.pdf]

192. Mount Everest FZ LLC was incorporated in March 2015 as a Limited Liability Company in Fujairah, UAE. Shaukat Ali Chaudhry and his wife, Aasia Parveen Shaukat were equal shareholders. [294]

193. As we set out in detail in appendix 3.20, we have identified payments from BIM BoV account to Mount Everest FZ bank accounts between October 2016 and July 2017 which total €1.475 million.

Mount Everest GT

194. Mount Everest GT was formed in June 2011 and a commercial licence from the Department of Economic Development in Dubai issued in 2015 recorded that Ram Tumuluri owned a 49% stake with the other 51% held by an Emirati national in order to comply with UAE rules governing onshore companies. [295]

195. As set out in detail in appendix 3.30, it is our opinion however that Ram Tumuluri fronted this company on behalf of Shaukat Ali and we also note that of the twelve companies within the VGH Jersey, the only company that Shaukat Ali was the UBO also bore the name Mount Everest (Investments Ltd). [296]

196. We have identified that Mount Everest GT was the single largest recipient of funds from BIM and therefore a major benefactor of Maltese healthcare concession funds. Mount Everest GT received €3.545 million (including a single payment of €3 million in July 2017) and US$300,000 from BIM BoV accounts.

197. It is our opinion that the €3 million payment was processed in error to Mount Everest GT when it was intended to be paid to a Mount Everest FZ bank account. We consider that the payment was made on the basis of clause 3.2 of the consultancy agreement above which called for the payment if VGH was to secure senior debt finance or traded on public markets. While VGH did not achieve either of the conditions and the clause should not have been triggered, we can find no other conditions under which a €3 million would be due.

198. Shortly after the €3 million payment, €550,000 was paid from Mount Everest GT to Accutor AG in Zurich, supposedly to fund an office / business start-up in Zurich. We note that the Accutor group of companies subsequently made payments for consultancy fees to Konrad Mizzi and Joseph Muscat and other transfers which we connect to Mr Schembri.

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294 (1)_RENAMEDFILE_DOCUMENTSOFMOUNTEVERESTFZLLC.ZIP—share certificate.pdf]

295 [Mount Everest General Trading LLC_Licence 2015-2016.pdf]

296 [AR to 01.01.2018 -5714466.pdf]

199. We suspect that the payments of over €5 million from BIM to Mount Everest GT and Mount Everest FZ represented a misappropriation of public funds from the Maltese Healthcare Concession orchestrated and under the direction of Shaukat Ali and authorised within VGH by Ram Tumuluri.

200. We are unable to fully trace what happened to these funds once transferred to the UAE but note the role played by Shaukat Ali to assist Keith Schembri and Konrad Mizzi in their efforts to open bank accounts in Dubai as set out in appendix 3.03.

Global Assets Holdings

201. Global Assets Holdings Ltd (GAH) was incorporated in Malta in June 2010 and was jointly owned by Aasia Parveen Shaukat and Shaukat Ali. On 12 January 2015 Shaukat Ali and Aasia Parveen Shaukat transferred half of their shares, totalling 800 (400 each), to Taher AA Borgan who was based in Dubai. [297] [298]

202. On 25 October 2015, GAH entered into a "Procurement Consultant" agreement with BIM represented by Ram Tumuluri while GAH was represented by Aasia Parveen Shaukat. Renumeration for this contract was €25,000 per calendar month commencing on 01 November 2015 for a period of three years.

203. As we have set out in detail in appendix 6.30, from January 2016 to April 2017, GAH received just over €340,000 from the BIM BoV account. Whilst the fifteen payments vary in amount and frequency and we have not located any invoices for the work performed in relation to this contract, we consider the payments were in relation to the "Procurement Consultant" agreement.

204. Again, we consider these payments represented a misappropriation of public funds from the Maltese Healthcare Concession orchestrated and under the direction of Shaukat Ali and authorised within VGH by Ram Tumuluri.

VGH Europe AG

205. VGH Europe AG (appendix 3.62) was a Swiss company was set up in May 2017 and initially financed using €120,000 from Concession funds via Bluestone Investments Malta Limited and a further 550,000 of funds from Mount Everest GT which almost certainly were also from Concession funds. We consider VGH Europe to be a subsidiary of VGH International (Jersey) and while we do not have the company documents we consider the company

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297 [form T Shaukat Ali(1).doc]

298 [Form T aasia.doc]

to be owned by Bluestone, Ram Tumuluri or Shaukat Ali given the source of its funding.

206. Ram Tumuluri organised the first payment of €120,000 in May 2017 from Bluestone (apparently on behalf of its parent VGH International) to Accutor AG for the initial share capital of the company. [299] [300]

207. Dr Wasay Bhatti and Lujo Mikulicic of Accutor AG assisted with the set-up of the company [301] which in total received €360,000 from Bluestone accounts. Again, we consider this to be a misappropriation of public funds from the Maltese Healthcare Concession orchestrated and influenced by Shaukat Ali and authorised within VGH by Ram Tumuluri.

208. On 25 January 2018, just before the transfer of the Concession to Steward completed on 16 February 2018, it changed its name to Accutor Consulting AG.

209. We note that soon after his resignation in January 2020, in March and April 2020 Joseph Muscat received two payments of €15,000 from Accutor Consulting AG.

210. If as we consider, Bluestone, Ram Tumuluri or Shaukat Ali owned VGH Europe AG / Accutor Consulting AG, then consultancy payments emanating from Accutor Consulting AG in 2020, or at any stage from May 2017 onwards, would in effect be coming from the owners of the Maltese healthcare concession. We have set out our opinion and supporting evidence in greater detail in appendix 3.62, VGH Europe AG - later known as Accutor Consulting AG.

Accutor AG

211. Accutor AG was a company based in Switzerland and its payments processing was under the control of Dr Wasay Bhatti and Lujo Mikulicic. As explained in our report its owner, Wasay Bhatti, allowed company bank accounts under his control to be used to launder monies on behalf of key players connected to the Concession.

212. As set out in appendix 3.63B, in July/August 2018 Accutor AG paid Dentons Europe a total of €1.2 million with reference 'Ram Tumulurium'. These are listed below.

Date	Description	Payer	Beneficiary	Amount €

[299] [message.body - Re: Details of Required Transaction]

[300] [Debit Advice – AG Europe.png]

[301] [message RE_VGH Eurpoe.pdf]

30 Jul 2018	Ram Tumuluri	Accutor AG	Dentons Europe Daabrowsk	500,000
07 Aug 2018	Ram Tumuluri	Accutor AG	Dentons Europe Daabrowsk	300,000
16 Aug 2018	Ram Tumuluri	Accutor AG	Dentons Europe Daabrowsk	400,000
				€1,200,00

21.3. *We find it notable that the receipt from Steward Health Care which appears to have funded these payments was for €2,500,000 and was transferred to Accutor AG on 20 February 2018 – just after Steward completed the purchase from Bluestone. This was described by Steward's lawyers as 'certain termination payments' for the benefit of Ram Tumuluri. It will be noted that Steward paid Accutor AG this €2.5M on 20 February 2018 but only €1.2M was paid to Tumuluri in three tranches between 30 July 2018 and 16 August 2018 which appears to suggest that Shaukat and his associates kept €1.3M for themselves and held onto even the €1.2M for five months.*

21.4. *A bank transaction confirmation identifies Steward Health Care System LLC as the payor and Jon Paquette of Steward US as the payment requester. [302]*

21.5. *On 16 February 2018 Ram Tumuluri had emailed Lujo Mikulicic (Wasay Bhatti in copy) regarding the payment: [303]*

> *"Hi Lujo,*
>
> *As discussed yesterday, the €2.5 million euros will be wired today from the USA. The letter attached needs to be issued by Accutor in order for their bank to send out the wires today.*
>
> *Could you please execute and send me the letter as soon as possible?*
>
> *Thanks for your assistance.*
>
> *Regards*
>
> *Ram"*

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302 [Payment-20180216152.pdf]

303 [message.body - Fwd: Re: AML]

216. *A draft letter addressed to Steward Healthcare International Limited and McDermott Will & Emery UK LLP (MWE) and to be issued by Accutor was prepared by Shashank Krishna of McDermott Will & Emery on 16 February 2018. It stated: [304]*

> *"Mr. Sri Ram Tumuluri (a Canadian national; passport number: HP116738) (the* ***Client****) is a client of this firm"*
>
> *"We understand that in connection with the sale of certain shares of Vitals Global Healthcare Limited (Malta)* ***(VGH)*** *by Bluestone Investments Malta Limited to Steward, the client is entitled to receive certain termination payments directly by way of consideration for the termination of his directorship contract with VGH on its subsidiaries* ***(the Transaction)****."*
>
> *"We have permitted the Client to receive certain funds from Steward or its related entity into a bank account held in the name of Accutor AG, details of which are annexed to this letter, in connection with the Transaction."*

217. *We note that Accutor AG were prepared to call Tumuluri "a client of this firm".*

218. *Lujo Mikulicic put MWE's draft letter on Accutor's letter head and signed it as requested by Ram Tumuluri. Bank details and registration documents for Accutor AG were also attached to the letter and presumably passed to Steward so that they might affect the payment of €2.5M. [305]*

219. *Thus, MWE were aware that for his part in the transfer of Bluestone's shares in VGH (a sale that was publicly recorded at just €1) Ram Tumuluri was to receive a termination payment for his loss of office payable by Steward to Accutor AG in Switzerland. However, as noted below, the little information there is on this payment to Accutor and the seemingly resultant payment of €1.2M to lawyers, Dentons indicates that the payment was not entirely for the benefit of Ram Tumuluri.*

<u>*Deferred salary*</u>

220. *As detailed in appendix 1.300, Settlement paid by Steward to Ram Tumuluri & Mark Pawley, Mr. Tumuluri took legal action against Steward before he eventually received a settlement. On 10 August 2018,*

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[304] [Accutor AG – letter re receipt of funds – Sri Ram Tumuluri.DOCX]

[305] [Accutor AG – letter re receipt of funds - Sri Ram Tumuluri S.pdf]

Mr. Tumuluri sent an email to Mark Pawley which Mr. Pawley forwarded to Armin Ernst. [306] Mr Tumuluri's email set out the outstanding liabilities of €7.426 million still owed to him by VGH (now Steward):

"Ram's pending salaries - €1.6 Million (March 2015 - Feb 2018)

Final Payment due as per SPA - €2.5 Million

Total owing personally to Ram - €4.1 Million

Total owing to Ram's Creditors - $3.374 Million (€2.95 Million Euro)

Interest Owing to date :

Sam Luft - $160,000

Mel Global - $80,000

Magini - $30,0 00

Mount Everest - €140,000

Total Interest Owing - €376,000

Total Owing - €7.426 Million"

221. *As noted in appendix 5.130, the objective of the Concession's promoters was almost certainly to achieve a rapid onward sale of the Concession companies and many people appear to have been granted share options etc. on this basis. In such situations it is common for individuals to postpone taking a salary to preserve limited cash availability in the early period until finance is secured or a sale is achieved, and this appears to be what Mr. Tumuluri did. This is all the more notable as during that period the Ali family were paying themselves and their companies millions of Euros from Bluestone.*

222. *We note that the period of "pending salaries" commenced with the publication of the RfP and ceased with Steward's share purchase.*

Exit / settlement payment

223. *As we set out in appendix 4.40 on Steward Health Care International Ltd, by September 2017, Keith Schembri had met with Armin Ernst in New York and in our opinion, initiated a plan to change the Co ncessionaire from VGH to Stewards. To apply pressure on Ram Tumuluri and VGH, in November 2017, Keith Schembri channelled a request throug h Asad Ali to Saba Abas to produce a report on financial misappropriation by Mr. Tumuluri.*

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306 [message.body - FW: Rams and additional claims]

224. *Saba Abas' report listed eleven separate instances of misappropriation of funds, many of these are closely aligned with what we have set out, both in this appendix and others on the misappropriation of funds, and we have reproduced extracts of her report below. [307]We consider that when Mr Schembri received the report, [308] he was duty bound as a GOM official to share it within GOM and the relevant law enforcement authorities who could prevent further misappropriation of funds and commence investigative action against Mr. Tumuluri and VGH. However, we consider that the only purpose intended for this report was its use as leverage by Mr. Schembri to hasten the exit of VGH and Mr. Tumuluri and introduce Steward as the new Concessionaire.*

225. *Some extracts of the report are as follows: -*

"1) Public Funds used for Acquisition of Companies:

VGH has received an amount of Euro 49.57M from the GOM from June 16 till Dec 17. The basic objective of these funds was to deliver improved healthcare services in Malta and Gozo but the major portion of funds received (21% = Euro 10.5M) was used to acquire the companies during the first year of operations.

In addition, after acquisition of the entities, their cash flows were also managed by using the public funds received under Service Concession

Amount Spent on Technoline = Euro 5.7 Million (approx.)

Amount Spent on Mtrace = Euro 1.5 Million (approx.)

Amount Spent on OHUM = Euro 3.33 Million (approx.)

By making these huge irrational investment decisions, Ram has jeopardize the whole cash cycle and troubled the hospitals with the chaos of chasing creditors and threats of service discontinuation by the contractors and service providers.

He shall be held accountable for this huge drainage of money; done solely at his discretion which can easily be perceived as embezzlement of public funds by purchasing the entities and securing his interests.

2-) Public Funds used for Acquisition of Shares:

Ram has paid Euro 5 Million out of public money to Mr.Ambrish Gupta and purchased his shares without considering the fact that funds received

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307 [Report on Misapp of P Funds_ R_T.pdf]

308 [8-08490.partial.eml(x)]

from GOM are restricted purpose funds and not allowed to be spent on the shares purchase etc.

*** Ambrish Gupta has already file a case against Ram due to his misconduct of business and the legal proceedings are in process.*

Ram needs to pay back this money to the GOM and in case of default he shall be punished for this act of misappropriation of funds

3) Public Funds used for Construction:

Around 11% of the funds received from GOM (i.e; approx Euro 5.5 M) have been substantially utilized for paying the construction churges (capex) with no visible performance on the ground. Capex costs were never supposed to be met through public funds; instead Mr.Ram took benefit of the opportunity and used the bigger portion of funds, wherever he wished, without seeking any permission from GOM and he failed to bring in any investments or debts to support the capex costs.

Despite paying the amounts as mentioned above, contractors at site are still crying for their money and suffering due to the mismanagement of funds by Ram .

4) Public Funds used to repay Loans with Higher Interest Rates:

Due to the irrational capital decisions of Ram, VGH faced an inherent monetary deficit during the first year of operations and he borrowed loans from outsiders.

Later, Maltese taxpayer's money is used by Ram to repay the loans up to Euro 1.7M (approx.) along with higher interest rates as agreed by him. The minimum interest rate that came to our attention was 40%.

Government funds were never supposed to be used for such repayments, but Ram has committed a serious offense by shifting the burden of these clumsy loan agreements to the Maltese tax payer and has caused a damage to the operations of hospitals by his non-professional and careless conduct of business.

5) Public Funds used for OFFSHORE offices:

Ram has misused the Maltese public funds and paid expenses amounting to

Euro 1M (approx) to run the offshore offices located at Dubai, Montenegro

Zurich and Kosovo).

Above mentioned fact is a clear act of misappropriation of Maltese public money as the ultimate beneficiaries are non-Maltese markets and Ram shall be penalized accordingly.

6) Public Funds used to bear the Legal Costs of cases against Ram:

Due to bad reputation and professional misconduct of Mr.Ram Tumuluri, there are a number of cases against him and he has hired a number of legal and consultancy firms to fight his cases. Consequently, the burden of all these legal and consultancy costs have been shifted to GOM.

An amount of more than Euro 1.5 Million (approx) under the legal and consultancy costs has been paid out of public funds only due to Ram's image and bad repute in industry.

According to the due diligence reports, he has been declared as a 'Fraudster' and shall pay the price of his acts.

7) Money Withdrawals from RHKG:

When the GOM funding's are delayed, Ram gets an access to the money sent directly by GOM to RHKG and he withdraws the amount allocated to RHKG (under the account head quarterly advance salaries of staff).

He meets the urgent commitments through these funds and then there is a very hard situation to meet the payroll deadlines of the hospitals (in case; GOM does not release the tranch, the payroll of GOM employees can easily be in trouble)

Playing with the hospital funds is a dangerous and risky move with serious crime implications.

8) Public Funds used to disburse loans:

Ram has disbursed few loans of approx (0.5 M) from the public funds to the selected individuals, using his discretionary powers as the Managing Director of VGH.

VGH is an healthcare entity and it started operating as a financial institution due to Ram's baseless decision making and he needs to face the investigation for all such offences of spending the funds according to his own likes and not being accountable to anyone.

9) Public Funds used to make the payments for unconcluded contracts:

Ram misused the public funds and made huge payments to the parties whose contracts have not been concluded or signed yet and only he himself

knows the terms agreed (verbally or otherwise), since he keeps these documents only to himself and his legal person.

Ram is paying an amount of Euro 150,000 plus monthly to Shapoorji Malta; without any written agreement

There are few medical directors on board, whose salaries have been paid without signing the contracts and Ram assumes the responsibility that he has the contract (even his legal never drafted these contracts).

10) Public Funds used to bestow BIG salaries for selected KEY employees:

Ram has made few big blunders while selecting and agreeing the salary packages of his C Staff employees. There is no transparency in deciding the remuneration and it depends, how much is sufficient for the post according to Mr.Ram's criteria.

Two major highlights would suffice the purpose of mentioning this point

Armin Ernst, (CEO) has been paid an amount of Euro 0.69 M (salary, loan, insurance) during his short period of 11 months and we are unaware of any termination money agreed

Eric (COO) earned an amount of Euro 125,000 (approx) for a six month's guest appearance

Salaries and benefits are allowed by Ram to his Only selected C Staff members without any market analysis and justifiable basis and there is a clear contradiction in the benefits allowed, gradings and performance.

11) Public Funds used to support the Non business and Personal Expenses:

Ram is in habit of travelling across the globe every second week and all these travel costs are being met using the public funds since there is Visibly no other source of income to supports such expenses.

He has access to the company bank accounts and credit cards and is using the public funds to meet his personal expenses (though he states that he never withdrew the salary, but in substance he uses the funds for all his expenses)."

226. *On 1st February 2018 the Concession transferred from VGH to Steward and in the rush to finalise the sale, the solution identified to deal with liabilities accrued was that Steward offered an undertaking under a supplemental side letter to the SPA [309] in which they would endeavour to*

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309 [Annexe 13 - SPA Magini vs Bluestone including Steward.copy.pdf]

procure to settle all, "lawfully and properly incurred liabilities of the VGH Group incurred solely for the Concession"

227.On 23 January 2020, Miroslav Boyanov, Chief Financial Officer, Steward International emailed auditor, Chris Spiteri [310] and outlined the settlement payment to Mark Pawley and Ram Tumuluri, referred to as "the Bluestone interests" He stated that, "I do not have the entire agreement (it was done at top level Steward) with Bluestone"

228.In appendix 1.300 we set out details of the claim Tumuluri and Pawley made against Steward for unpaid salary, amounts due under the SPA and assorted amounts his owed third parties. Steward eventually agreed a settlement of just under €10 million over two years, payment was to be made solely to Ram Tumuluri to a personal euro bank account at Coutts & Co - IBAN:- GB92 COUT 1800 9102 5638 00, as set out in the schedule below: -

Payment plan	***Ram Tumuluri***	***Mark Pawley***	***Bluestone EUR O€***	***Forex***	***Bluestone USD $***
28 Feb 2019	*6,096,775*	*2,903,225*	*9,000,000*		
1 Feb 2020	*1,016,130*	*483,870*	*1,500,000*		
1 Feb 2021	*3,387,095*	*1,612,905*	*5,000,000*		
	10,500,000	*5,000,000*	*15,500,000*	*1.14*	*17,670,000*
Legal costs – Ram	*(950,000)*		*(950,000)*		
	9,550,000	***5,000,000***	***14,550,000***	***1.14***	***16,642,145***

229.We note that, at first glance, it appears that the total paid to Ram Tumuluri was more than double that paid to Mark Pawley. However, it should be kept in mind that the email exchange between Armin Ernst and Mark Pawley in 2018 [311] seems to imply Ram Tumuluri owed Sam Luft and Mount Everest for their loans as he personally guaranteed them. It also reveals that he had not been paid any salary during his three years with the company, and claimed his arears of that. That might account for why he got so much more than Pawley.

230.The claim letter of August 2018 noted above showed that Tumuluri was only claiming salary of €1.6 million and an amount due to him under the SPA of €2.5 million, a total of €4.1 million. The rest of the monies were owed to various third parties. If the €2.5 million Steward paid to Accutor AG for him in February 2018 is added to the €2.5 million he claimed was still due to

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310 [BATCH CS27 STEWA...RD MM S158 DB6000025202108100061007.pdf - Page 524]

311 [message.body - FW: R...ams and additional claims]

him under the SPA, it exactly equates to the €5 million settled on Mark Pawley.

New evidence submitted to this Inquiry

231. We are aware that Mr. Tumuluri has made a deposition regarding the events surrounding his position as CEO of VGH and his time in Malta, and that he appears to be cooperating with the Securities and Exchange Commission (SEC) in the United States of America (USA). We have reviewed the material that he has provided as part of his cooperation with the SEC, and which has been submitted to this Inquiry. In our opinion, and from the evidence we have viewed to date as part of this Inquiry, we consider that the deposition and material provided offer a limited, one-sided view which promotes Mr. Tumuluri's current agenda against Steward Malta. It fails to consider his wider role in the development of the Concession or bear any personal responsibility for his own conduct or culpability.

Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/5 65516948 u Passaport Ġermaniż bin-Numru C4FYRY87K - Appendix 1.20:

1. *Doctor Armin Ernst ("Dr Ernst") is a person of interest to the inquiry as he was employed as CEO by Vitals Global Health Management Limited ("VGH") and formed an integral part of the transition team that brought the concession from VGH to Steward Malta Management Limited ("Steward") (appendix 4.40), following which he became director and company secretary of the Steward companies in Malta.*
2. *He was in a position of authority over both concessionaires, first as CEO of VGH then as director of Steward, which would have given him some knowledge and insight into the operation of the concession and a high degree of association with those who benefited from the concession including Shaukat Ali Chaudry (appendix 1.04) and Sri Ram Tumuluri (appendix 1.13). He also engaged in regular contact with other associated parties including Ivan Vassallo (appendix 1.12), Asad Ali (appendix 1.10), Wajid Ali (appendix 1.11) and Shaukat's de facto daughter, Saba Abbas (appendix 1.21), David Meli (appendix 10.20), Deborah Chappell (appendix 10. 30) and Kevin Deguara (appendix 10.40) amongst others.*
3. *He was also in regular contact with the senior government officials who were intrinsically linked to the concession's operation including Mario Falzon (the Projects Consultant at the Malta Ministry for Health) and Christopher Fearne (the Deputy Prime Minister of Malta) but his key contacts with in GoM were Konrad Mizzi (Former Minister for Energy & Health) (appendix 1.02) and Keith Schembri (Chief of Staff, OPM) (appendix 1.01).*

4. *Unlike others connected to the concession, such as Sri Ram Tumuluri and Shaukat Ali, Dr Ernst had considerable sectoral experience in managing large healthcare facilities and projects. However, during VGH's term as concessionaire, despite holding the title of CEO he appeared to have little control of the management of the project, nor did he have access to the necessary financial information or board structure needed to effectively operate the business. In our opinion under VGH's control of the concession Dr Ernst's involvement appears to have been nothing more than a well-chosen figurehead, who provided a necessary veneer of professionalism for those seeking to exploit the concession.*

5. *Despite efforts to hide the nature of the Ali family's ownership and involvement in VGH and by association, the concession, it is clear that Dr Ernst was well aware that Shaukat Ali was the concealed majority shareholder in VGH / Bluestone. The fact that this was hidden from the Malta Business Register would have been evident to Dr Ernst and could be viewed as him being complicit in the anonymisation arrangements through his acquiescence of the concealed ownership scheme.*

6. *In August 2017 Dr Ernst resigned from his role as CEO citing several serious allegations of mismanagement of the concession. However, a month later Dr Ernst was communicating privately with Keith Schembri and actively planning the transition of the concession to Steward. To facilitate his communication, with Keith Schembri and Konrad Mizzi, Dr Ernst employed a back channel through Asad Ali. This enabled GoM to conceal its instigation of the transfer of the concession. It also indicates that post his resignation Dr Ernst was a trusted associate of the Ali family.*

7. *In our opinion Dr Ernst was aware of the improper use of concession funds in the purchase of MTrace (appendix 2.80) and Technoline (appendices 2.00, 2.05 & 2.20) and shared his thoughts on these issues to Shaukat Ali and Keith Schembri during the Steward takeover process.*

8. *Between 2016 and 2021, Dr Ernst was responsible for the approval and signing of contracts with various suppliers to the hospital concession. The relevant contracts included those concerning the provision of IT services (through a company called OHUM which is explored in greater detail in appendix 2.11), the provision of construction services at various sites (through a company called Shapoorji Pallonji which is explored in appendix 2.110) and various catering and cleaning contracts (which is explored Malta Healthcare Caterers Limited appendix 2.50 and the Zenith Malta Division appendix 2.30).*

9. *The relevance of Dr Ernst's involvement in these contracts is that they were used as part of a procurement fraud connected to the relevant suppliers and a company under the control of the Ali family, known as Incorp SARL (appendix 3.40),The terms of the contracts were in our*

opinion suspicious in that they financially rewarded Incorp SARL for performing no discernible role other than processing invoices issued by the catering and cleaning companies working in the hospitals. The implication being that each of the contractors for IT, cleaning and catering formed an improper relationship with those who sought to personally benefit from the concession through procurement fraud. For this to be an effective ploy some form of collusion with the senior management of the concessionaire would have been required.

10. *In September 2021 Dr Ernst wrote to Prime Minister Abela alleging that the award of the concession to VGH had been obtained fraudulently although he gave no indication that he had acted upon this information whilst he was engaged with VGH or Steward's. However, on 24 February 2023 a Maltese court struck down the concession deal between GoM and Steward. This led to allegations being made by Steward's in their appeal against the court's decision that elements within GoM had intentionally misled them in relation to the concession, its award and its conduct under VGH.*

Employment

11. *According to his CV, Dr Ernst was educated at the University of Heidelberg in Germany and the University of Harvard, USA, graduating in 1997. He then took a post as Director of the Beth Israel Deaconess Medical Centre in Boston, USA. In 2010 he became the Vice President of the Medical Business Unit at Steward Health Care and in 2012 he took a position as the Vice President of the Critical Care and Thoracic Disease division of Steward Health Care. In 2013 he returned to Boston to take over the role of CEO of Reliant Medical Group and Atrius Health. In 2015 he returned to Steward Health Care taking the role of Senior Administrative Officer and Senior Vice Principal of Clinical Affairs. [312]*

12. *In July 2016 Dr Ernst became the CEO of VGH (appendix 4.10) and in 2017 he became the CEO and President of Steward Health Care International (appendix 4.40). Further details of companies Dr Ernst were connected to are provided at the end of this appendix.*

Connection to VGH and early involvement in the Concession and contracts

13. *Dr Ernst became part of the senior management team of VGH on 29 August 2016 when he signed a Contract of Employment [313], dated that day, by which he was appointed Group Operations Chief Executive Officer of VGH. Under the contract he received an annual salary of €400,000 per year with discretionary company bonuses ranging from €100,000 to €200,000 per year.*

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312 [Armin Ernst, MD, MHCM – CV LinkedIn.pdf]

313 [Pages 1, 3 & 14, Steward Healthcare – Contract of Employment (1).pdf]

14. *Dr Ernst appears to have had a particularly warm relationship with Shaukat Ali as was referenced in an email of 2 September 2016 shortly after the start of Dr Ernst's employment with VGH. Shaukat Ali commented, "I have very high expectations with you and I believe your great personality and tremendous experience will bring success to us...". [314]*

15. *It is also clear that Dr Ernst had a direct role in arranging and signing off on contracts connected to the concession. This included with an IT company called OEHUM (which is explored in greater detail in appendix 2.111) and with the building contractor Shapoorji Pallonji (further details of which are set out below).*

16. *He was also a director along with David Meli in the Malta registered company MTrace Ltd (appendix 2.80)*

The transfer period of the concession from VGH to Stewards

17. *In 2016 Sri Ram Tumuluri and Shaukat Ali had started incorporating companies and setting up Trusts in Jersey (appendix 6.15). In so doing they would change the ownership structure of VGH, placing a majority shareholding into holding companies under the control of the aforementioned parties.*

18. *In November 2016 , some sense of disquiet about the management of VGH and the hospitals concession had begun to creep into Dr Ernst's conversations with Shaukat Ali. Further, a political element to the day-to-day activities of the concession was also starting to appear, as underlined in an email between Dr Ernst and Shaukat Ali of 26 November 2016 wherein, Dr Ernst raised his concerns surrounding the management of VGH. In this email Dr Ernst sets out that Sri Ram Tumuluri's request that a "strong statement" to the Medical Association of Malta (MAM) be "put on hold" at the last minute, as "Keith" called him and needed to have a conversation, with Tumuluri, about "election campaign for next year and how VGH and our statements fit into it". [315]*

19. *By December 2016 Dr Ernst had begun to question the viability of VGH remaining in management over the concession. In a report dated on 20 December 2016 and directed towards Shaukat Ali, Dr Ernst openly discussed replacing VGH with the Steward Group or with a Saudi conglomerate. Also, in the document, which was named "risk assessment VGH 22.02.16," Dr Ernst outlined a lengthy list of risks attendant to VGH continuing to run the concession including;*

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[314] [message body — Re: Personal note.msg]

[315] [message.body - FW to read at your leisure. I know it is long.msg]

"Underfunded enterprise with repeated cash flow problems, Construction-fundin g and management, Lack of operational and healthcare experience of lead Director, Lack of transparency of current contracts and obligations incurred by the company, Suspicions of misrepresentation of prior experience by lead director, above resulting in erosion of trust between major shareholder/CEO and lead director, lack of proper board/ governance structure in enterprise and competition entering the space"

In the same report Dr Ernst identified further failings in the operation of the concession including:

"many months of delays with paying creditors eroding our standing in the community and have not made true on promises of providing urgently needed equipment in our hospitals"

"It (also) opened the door to public suspicion that we are not properly equipped to do the job and that the health system may be in jeopardy"

"I realise that we state that over 20M have been spent, but this has not been done in a way that is visible to the public, nor has it done in a way to impro ve conditions for staff and facilities in a perceptible way"

He also made a serious of allegations concerning;

"Opaque" contracts linked to construction, "Multiple suspicions ..... about RT (Ram Tumuluri) prior business experience and failures" and that "appropriate governance is lacking and all governance powers are concentrated in the hands of one individual – the individual who has the least experience in the field." [316]

20. *Dr Ernst's report also gave recommendations which included:*

"Sepa ration of governance and management with following qualifier: RT to continue BD activities with SA leading" It is our opinion that "SA" was Shaukat Ali.

21. *Dr Ernst also raised the idea of replacing VGH with Stewards by recommending that consideration should be given to the addition of a;*

"strong institutional investor with experience in large scale projects and possibly healthcare. This would require adjustment of board structure and roles" and "If suspicions re RT are confirmed, his role would likely be questioned by any serious investor."

22. *On 2 January 2017, Dr Ernst emailed Ralph De La Torre, a shareholder in the Steward Group in the US and his former employer and colleague and explained his role with VGH in Malta and outlined its business model and*

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316 [Risk assessment VGH 12.20.16.docx]

expansion plans. [317] Their interaction may have led to the VGH / Steward partnership that was explored in February 2017 (appendix 4.40).

23. *It is worth noting that in Steward's appeal to the Maltese court over the decision to remove the concession from the company it was stated that Dr Ernst only worked for VGH between end of November 2016 to January 2017, at which time he went on leave up until his resignation from VGH in August 2017. [318] Notwithstanding this, it is clear that Dr Ernst was able to provide sufficient detail of the operational administration of VGH's management of the concession hospitals.*

24. *Despite Dr Ernst's reservations about VGH and Sri Ram Tumuluri's ability to run the concession on 13 April 2017 Dr Ernst emailed Sri Ram Tumuluri to continue his discussions regarding "his incentive plan". This date marks a period when, as was set out in his resignation letter sent later that year, he was on a leave of absence which started in January 2017. Contained within the email were details of his proposed remuneration package. [319] What was significant was that there was still no Senior Debt Finance in place and the only funding available was the operational working capital provided by the HSDA for the running of the hospitals. The proposed incentive package set out by Dr Ernst featured elements from the package provided in the August 2016 contract namely;*

- *A base salary of €400k pa plus accommodation/ car;*
- *€2.5M / 1000 beds vesting over 5 years rising to €15M for 6000 beds if achieved (this represents a bonus incentivisation scheme dependent upon the bed capacity being fulfilled) and*
- *Draw against vested amount for real estate expenses*

But added to the package was an additional remuneration of:

- *The ability to draw on the amount (Malta 2.5M) for real estate and college expenses*
- *a 5% non-dilutable equity share at €10M based on a valuation of VGH at €200M.*

Dr Ernst's involvement in the early planning to sell VGH to Steward

25. *On 22 June 2017 Dr Ernst emailed a copy of the Jersey corporate structures that had been set up by Sri Ram Tumuluri and Shaukat Ali to control VGH to representatives of Cerberus Capital. In his email he advised that he had "Attached the jersey corporate structure. Investment*

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317 [message.body - Happy n ew year.msg]

318 [Paragraph 55.1, Page 32 150322-ENG-appeal-application-courtesy-translation9.pdf]

319 [message.body - Incentiv e proposal.msg]

is at top level as indicated" [320] It is uncertain whether this change in the ownership structure prompted his subsequent actions but what is key is that Dr Ernst knew of these matters prior to his resignation and the subsequent SPA which placed the concession into the hands of Stewards. [321]

26. *On 19 July 2017 Dr Ernst again emailed Ralph De La Torre stating what was on the table for a sale of VGH to Stewards:*

"...stance is that valuation is fair at €200m especially as it includes other enterprises such as procurement, IT and cyclotron as well as all future contracts and growth. A slightly lesser valuation would only be considered if the equity stake would be in Malta Hospital Operations only. ....Mark Pawley is really interested in getting out... the owners ....are eager to either move the discussion with Steward along, or, if not promising, put the discussion with Steward on hold and move on replacing Mark with another healthcare investor." [322]

27. *This email therefore suggests that in July 2017, VGH controlled procurement (via Technoline), IT (via Eurasia) and the Cyclotron facility (via MTrace) and were seeking a higher valuation because of this control.*

28. *From this it seems clear that negotiations between VGH and Steward were still on-going at that date. The sticking point was the valuation which VGH's owners had set on the company and the concession €200M. However, it is notable that this was the same value that Dr Ernst had used in his pitch to Sri Ram Tumuluri under his revised incentive plan (see paragraph 24). Significantly the valuation was to include "other enterprises such as procurement, IT and cyclotron as well as all future contracts and growth." This email indicates that not only was Dr Ernst aware in mid-2017, before he left VGH, of what VGH had been using concession funds for – investing in Technoline and MTrace – procurement and cyclotron – and the opportunities for global expansion but he was including these 'investments' as part of the package to bring Steward to the table.*

Dr Ernst's resignation

29. *On 27 August 2017 Dr Ernst resigned from his post as Director of VGH by way of an email sent to Ram Tumuluri on 28 August 2017. [323]. He also referenced that he would be sending confirmation of his resignation by hardcopy. In his resignation letter Dr Ernst gave his reason for resigning as;*

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320 [message.body - corp structure.msg]

321 [VGH Jersey Corporate Structure.docx]

322 [message.body - VGH and Steward.msg]

323 [message.body - Resignation.msg]

"Good and sufficient cause has not been cured" "It has been difficult to carry out my duties due to significant disagreement between the owners, that have made it extremely difficult for me to run a smooth organization. A proper board that could have helped in governance and oversight was never established. My authority and responsibilities as Group CEO have been materially less than as is spelled out by contract...Despite such contract provisions, amongst other things, I have not been allowed proper oversight of budgets, not been given full access to accounts, and not been given authority to negotiate the majority of contracts or agreements regarding services rendered by the Company" "After our discussions in January (2017) about these issues, you proposed I take a three month leave of absence with pay through April to allow the Company to address a number of internal management issues. We again discussed these issues in May, and I agreed to allow the Company additional time to correct and cure. It is apparent that the underlying issues have not been corrected..." [324]

30. On 28 August 2017 Dr Ernst emailed Shaukat Ali informing him of his resignation "from VGH effective August 31...". [325] Despite his very public resignation from VGH, Dr Ernst was almost immediately privately corresponding and meeting with Keith Schembri in September 2017. Dr Ernst indicated his and Dr De La Torres' eagerness to work with the GoM in the replacement of VGH with the Steward Group and the takeover of the concession. [326] Our findings on these interactions which included Dr Ernst using Asad Ali as a conduit through which he consulted with Mr Schembri are set out in appendix 4.40.

The transition from VGH to Stewards

31. In late 2017 Dr Ernst continued the process of working towards the takeover of the concession by Steward. His relationship with Asad Ali, Konrad Mizzi and Keith Schembri in pushing forward Steward's takeover bid can be seen in his email to Asad Ali of 30 November 2017 wherein he stated:

"please make sure to let Keith and Konrad know that all the hard work is clearly noticed...we need at least a signed MOU, otherwise it is not possible to engage with anybody." [327]

32. As the takeover process progressed Dr Ernst raised certain concerns he had in an email to Asad Ali on 8 December 2017. Asad Ali forwarded the email to Keith Schembri on the same day. Dr Ernst stated:

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[324] [Vitals Global Healthcare — Notice of Good & Sufficient Cause.pdf]

[325] [message.body - resignation.msg]

[326] [810929.partial.emlx]

[327] [808262.emlx]

"NDA Attached. [328] Issue is it claims VGH was approached by us through GoM- and there are obvious other problems. If we were to sign, and Ram never does, we would provide evidence that there is potential breach of confidentiality and potentially worse, e.g. collusion. Legally it therefore would have never been desirable for VGH to have Ram sign the draft. We made the necessary amendments and sent it back - you can see the time stamp. A' [329]

33. *By December 2017 news broke about the change in management of the concession. Ordinarily this would have raised concerns amongst those providing goods and services to the concession about their future relationship with the new concessionaire. However, certain key players, namely Ivan Vassallo and Mario Gatt of Technoline were kept informed of the change in ownership and were given reassurance that they would be 'looked after' in terms of fund flows. They appear to have been content with the change in ownership as can be evidenced from a WhatsApp exchange between Ivan Vassallo and Mario Gatt dated 13 December 2017 wherein Vassallo stated:*

"Change in VGH Management will be announced in Parliament tomorrow week. New CEO will be Armin Ernst and the Deputy CEO will be Asad. ... All is well and they have money ready to flow the following day" [330]

34. *This seems to suggest that Mr Vassallo and Mr Gatt were not troubled by the pending change of management of the concession and that their access to funds would not be affected. Given the nefarious nature of the relationship between Mr Vassallo and Mr Gatt and those controlling or benefiting from the concession it is prescient that they were advised of their protection from any changes brought about by the change of control.*

The completion of the SPA transferring the Concession

35. *As detailed in appendix 4.40, on 20 December 2017 there was a flurry of activity to get the SPA agreed and signed off. Significant email traffic occurred over the next few days with versions of the SPA being sent between Dr Ernst, Asad Ali, Shaukat Ali and Keith Schembri. The speed at which this was taking place called into doubt whether all appropriate measures were being undertaken to ensure proper due diligence was conducted. Dr Ernst's knowledge of this potentially risky approach to getting the deal done was exposed in an email to Asad Ali on 20 December 2017 wherein he stated:*

"Just to clarify Steward/my position we gave up the due diligence for a variety of reasons, one it being the pressing timeline. But that means we are not pursuing ANY pre purchase DD, including the shareholder loans

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328 (VGH-Steward-NDA_8 December 2017.docx)

329 (808000.partial.emlx)

330 (Page 9697, Messages (2).pdf)

etc. We can't make exemptions and just waving a list around for 3 days would not allow for it anyway. This whole issue needs to be off the table as it is an impossible position for us to be in, Tx A". [331]

36. The process of agreeing the SPA continued with Keith Schembri confirming to Dr Ernst on 20 December 2017 that: "With regards to government consent on transfer of shares, VGH will have to send a request to government. Given that we have already done DD on Steward, and I had already obtained cabinet approval for such consent, Prime Minister can move to sign immediately." [332] This prompted Dr Ernst's offer to come to the Prime Ministers' offices to review and possibly sign the SPA. This places Dr Ernst at the heart of the transfer of the concession.

37. On 24 December 2017 Dr Ernst sent a draft timeline for the takeover bid to Shaukat and Asad Ali [333] and on 28 December 2017 a payment was made by Steward Healthcare International to VGH of USD 1.4 million. [334]

38. However, the ongoing issues with Sri Ram Tumuluri continued, with Dr Ernst emailing Keith Schembri on 3 January 2018 with the news that Mr Tumuluri was in Boston in discussion with Partners Healthcare International. In an email of that date Dr Ernst wrote:

"GOM has offered him a life line with the share transfer to Steward and Steward has stepped in and bailed out, proven to be the partner GOM is looking for and now committed to. Steward is willing to take on the liabilities and this will save Ram from facing some issues, maybe even jail time-- but only of closing occurs as contractually agreed upon. If Partners jeopardizes an or derly transition, GOM will investigate RT and VGH to the fullest extent, including all equity and option shareholder and contributors, including Partners" [335]

39. What is revelatory about this message is Dr Ernst's knowledge of potential criminal activity concerning VGH and the concession yet his failure to report matters to the relevant authorities. Dr Ernst's comments also indicate that he was privy to the pressure being applied to Sri Ram Tumuluri to resign and how the deal with Stewards would potentially protect him from "jail time" This pressure on Mr Tumuluri from those seeking to remove him and VGH from the concession is explored in appendix 4.40.

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331 [Fwd: Due Diligence.msg]

332 [761559.emlx]

333 [Gmail - Fwd: closing timeline for VGH.pdf]

334 [Payment-20171228l533.pdf]

335 [807318.partial.emlx]

40. *Despite the behind-the-scenes negotiations that Dr Ernst was undertaking with various other key players in seeking to transfer the shares from VGH to Stewards, Sri Ran Tumuluri continued to pose problems. In an email of 04 January 2018, Mr Tumuluri wrote to Dr Ernst saying:*

> *"Dear Armin Hope alls well. We are making arrangements for your teams visit, and looking forward to seeing if we can get this deal over the line by the target completion date. David just advised us that on the Opex, Steward's position is that unless we sign your 'on-demand' loan note there is no more Opex funding. We had sent you the "critical payments list" on 22nd Dec, per out agreement signed the previous day. Many of the vendors are not getting extremely concerned, and stoppages will no doubt have an impact on the hospital delivery and on the project as a whole. As you are aware there was no provision for a loan note in the agreement, but we understand your position viz having some paperwork. You will also appreciate that with ongoing negotiations, we simply cannot and will not sign anything "on-demand". Makes no sense. We had suggested a maturity date of March 31st. We all need to be reasonable and work together..." [336]*

41. *This information again places Dr Ernst in a position where he was aware of various potential barriers to a smooth transition to Stewards and the parlous state of VGH's finances.*

Stewards' takeover of VGH

42. *The negotiation process between VGH and Stewards finalised on 25 January 2018 and Dr Ernst and Konrad Mizzi, as Minister for Tourism, signed the takeover letter on 16 February 2016. This confirmed the acquisition of VGH Group, including Vitals Global Healthcare Ltd, Vitals Global Healthcare Assets Ltd, Vitals Global Healthcare Management Ltd and VGH Resources Ltd, and the concession by Steward Healthcare International Ltd and Bluestone Investments Malta Ltd.*

43. *One of the factors which might have scuppered the proposed deal included the Shapoorji Pallonji Bond (more information regarding this can be found at appendix 2.110). This was highlighted by Dr Ernst in an email of 26 January 2018 where, writing to Konrad Mizzi, he stated*

> *"Ram fully encumbered the shares (100%!) with a Shapoorji guarantee so he can get the performance bond paid. We need to have this lifted, otherwise Ram cannot sell the shares to us. That bond can only be lifted by you and that need to happen before any signature occurs. Steward commits to replace the bond within a few weeks but I cannot transfer funds into VGH at this stage: we neither own the company no could I ever be sure that Ram signs if money gets into any accounts. Nor can I just transfer 9M on such short notice without a concluded deal. Considering*

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336 (807255.partial.eml)

the tight timelines we are trying to accommodate I do not see any other possibility besides a temporary and conditional release by GOM" [337]

44.On the 27 January 2018 Dr Ernst continued to highlight to Shaukat Ali, Asad Ali and Keith Schembri aspects of the deal which might cause problems including:

"...We are still missing important documents for VGH, VGH will not be able to provide proper closing accounts... We will assume a black hole of "corporate" liabilities and are assuming that they will likely be around 3M Euro but have no real way of ascertaining it due to a lack of supporting documents and we are running the risk of other liabilities coming out of the woods. If we close anyway, we are asking GOM to protect us from liabilities exceeding 3M...

...It allows closing probably the messiest situation I have seen in my lifetime and we could be moving forward with putting the PPP back on track starting this week. We need to get this done soon also because the ship has been without a captain for too long" [338]

45.On 15 February 2018 VGH's lawyers gave legal opinion that VGH could present an attached letter to the relevant person to arrange the transfer of shares to Stewards. This would seem therefore to be linked to the appointment on 16 February 2018 of Dr Ernst as Director and Company secretary of Vitals Global Healthcare Limited, Vitals Global Healthcare Management Limited, Vitals Global Healthcare Assets Limited and VGH Resources Limited. [339]

46.As set out in appendix 4.40 in November 2017 Dr Ernst set up consultancy arrange ments with Accutor which resulted in secret payment structures. Under these secret consultancy arrangements sums of €400,000 per month (appendix 3.41) and €80,000 per month were paid by Steward Health Care System LLC to Accutor AG in an effort to fast track the process transferring VGH shares to Stewards.

47.As noted in appendix 4.10, Dr Ernst had personal knowledge of the group's private ownership ar rangements and the major transactions that had transpired within VGH in 2016 and 2017, including, but not limited to, the purchase of Techno line and MTrace using funds from GOM (appendices 2.03 & 2.80).

48.As set out in appendix 4.10 Dr Ernst was also very aware of the poor state of the VGH group's finance and board / governance function it is perhaps unsurprising therefore that one of his first priorities as a senior officer of

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337 [806364.partial.eml x]

338 [806323.partial.eml x]

339 [B9(b) – Register of members, directors and company secretary – VGH Group (New).pdf]

Steward, the new concessionaire, was to ensure that the financial audit for each year of VGH's tenure was resolved without any adverse issues arising.

49. The appointment of Christopher Spiteri as auditor was key to advancing a smooth takeover of the concession. As set out in appendix 10.10 his appointment in early 2018 was nefarious which, in summary, resulted in Mr Spiteri accepting an offer of a bonus of €50,000 for the successful completion of an audit of the VGH group. In other words, Mr Spiteri's silence had been bought through his commitment to resolve any financial issues found during the audit without implication for either VGH or Steward. We consider that it was in the context of this highly abnormal relationship between the small local auditor and his now global client that the misuse/misappropriation of a significant part of the funds received from GOM went undetected and unreported.

50. Having bought Mr Spiteri's secret assistance to successfully complete the audits, problems in getting the necessary financial information were encountered leading Dr Ernst to terminate Steward's efforts to establish a proper audit result for VGH in 2015/2016. Dr Ernst and Steward CFO, Miro Boyanov agreed that the accounts for 2015 and 2016 should not undergo audit but rather should be subject to what they called limited scope procedures. Dr Ernst discussed this approach to the audit with 'Konrad' from GoM who agreed with Steward's proposed path for dealing with the matter.

51. This would suggest that Dr Ernst was wedded to advancing Stewards takeover of the concession from VGH at whatever cost even to buying the silence and complicity of the company's auditor.

Technoline and MTrace

52. One of the principal issues that will be of concern to this Inquiry is that Dr Ernst knew that Technoline and MTrace "were purchased with concessions funds that should not have been used for that". [340]

53. This was included in an email dated 23 January 2018 sent by Dr Ernst to Keith Schembri and Shaukat Ali in which Dr Ernst suggested that if Sri Ram Tumuluri did not hand over control of Technoline and MTrace then the money used from concession funds should be considered as a loan payable back into the concession.

54. In short Dr Ernst suggested creating a loan account entry in the balance sheet of VGH to deal with the transactions connected to Technoline and MTrace and by calling in such a loan, and subsequent default in payment,

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340 [Ba6450 partial e mix]

to hand over control of the two companies to Stewards. Specifically, Dr Ernst stated: [341]

"I suggested to Ram that we want to take these companies (technoline and mtrace) but if he does not give them to us in the transaction, then the money used from concession money has to be considered a loan payable back into the concession. It is his call, as the companies do not sit with VGH Malta, but with Jersey entities. If he wants to keep the companies, we will make the loan conditions so tight and use the companies as security, that he will default and we will take over the assets sooner rather than later."

55. *The issues highlighted over Technoline continued, when on 28 September 2018, Mario Gatt wrote to David Meli, Dr Ernst and Ivan Vassallo setting out goals and his suggested process for the termination of the exclusive Supply Chain Management Agreement between Steward and Technoline and the redemption of the Subscription Note without any need for any due diligence processes that would affect Technoline's credit facilities, supplier contracts and customer contracts. [342]*

56. *On 1 October 2018, Dr Ernst appeared to agree to the suggested process with the caveat: "Barring any legal concerns (David and Asad), I think this is a possible way forward". [343]*

57. *In our opinion this makes it clear that Dr Ernst was aware that there had been misappropriation of funds from the concession but had not raised these concerns with the relevant authorities.*

MTrace P.L.C.

58. *The involvement of both VGH and Steward as concessionaires with the company MTrace and the role Dr Ernst played in that involvement is considered in detail in Appendix 2.80.*

59. *On 16 February 2018 when Steward's bought over VGH they were granted a Call Option over the shares in MTrace as a backstop provision in the SPA to cover the eventuality that VPL would fail to, or be unable to, repay the monies owed to VGH by VPL.*

60. *Dr Ernst was subsequently appointed as a director of MTrace on 13 August 2018 (as per company file at Malta Business Registry). On 14 August 2018, Steward's exercised the Call Option over the shares in MTrace granted to them on 16 February 2018. Just over a month later Dr Ernst was also appointed Company Secretary of MTrace.*

61. *In the period from August 2018 to December 2020 Dr Ernst attempted to sell MTrace on behalf of Steward to a number of interested parties, using*

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341 [806403.pa_rtial.emlx]

342 [40012.partial.emlx]

343 [410467.partial.emlx]

Accutor as an escrow agent in the process. We believe that at least one of the interested parties, Cannapharm, was part owned or had connections with the Ali family (see Appendix 3.80). The use of Accutor as escrow agent also lends weight to our opinion that the Ali family participated in the conduct of MTrace.

62. *In late 2019, Dr Ernst confirmed to various parties, including Keith Schembri, that as the sale of MTrace had proven complex his decision was to defer a sale of the company – Steward would proceed to pay off outstanding creditors, press Comecer to finish out the construction work and try to get the project to a more advanced stage where it could produce the radiopharmaceuticals it was designed to deliver (see appendix 2.80).*

63. *On 22 December 2020, Dr Ernst and David Meli as directors of MTrace passed a resolution agreeing to enter into a Share Purchase Agreement to sell the shares held by Steward in MTrace to the Malta Enterprise Corporation. That agreement was not finalised and signed off until 28 January 2021 thereby completing the sale of 95% of the shares in MTrace to Malta Enterprise Corporation for a consideration of €2,050,000.*

64. *On 28 January 2021, Dr Ernst resigned as director of MTrace however the formal notice of this resignation was not submitted or filed with Malta Business Registry until 28 October 2021.*

OHUM

65. *The development of Dr Ernst's involvement in projects connected to the concession included the proposed acquisition by VGH of OHUM (appendix 2.111), the provider of IT support to VGH. In July and August 2016, VGH senior management opened communication with OHUM in the preparatory steps to engage the company in the provision of IT services to VGH. During this phase Dr Ernst [344] was the main point of contact with Udai Kumar the director of OHUM.*

66. *On 24 September 2016, Sri Ram Tumuluri outlined to Dr Ernst a draft proposal for VGH to acquire 26% of OHUM for $7.8 million. [345]*

67. *However, by 14 October 2016 an offer for equity participation was signed by both Sri Ram Tumuluri and Udai Kumar. Therein it was stated that Vitals Technologies Ltd (Jersey) would acquire 49% of OHUM for $28 million. [346]*

68. *On 18 October 2016, Dr Erst and Udai Kumar exchanged a series of emails with the title "I hear we can Celebrate?" which provided insight into the assistance provided by Dr Ernst to secure OHUM as VGH's IT provider. Udai Kumar commented:*

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344 [message.body - Re Fw IT project--scenarios]

345 [message.body - Need your feedback ASAP.msg]

346 [VGH Ohum Offer for EP Oct 14 2016.pdf]

"...Could not have done this without you and cannot do anything on this without you. So thank you and congratulations to you as well.." [347]

69. *In November 2016, Dr Ernst enquired of Sri Ram Tumuluri by email if there was an IT service contract or 'business agreement' in place. Sri Ram Tumuluri replied that they had an agreement to acquire 49% of OHUM and that they had paid a $200,000 deposit as part of the implementation for OHUM to become IT provider.*

70. *Also, in the email Sri Ram Tumuluri identified that Udai Kumar was intending to visit Malta and that it was his understanding that all of the expenses for the trip, would be covered by VGH. [348]*

71. *On 22 November 2016, an online invitation to edit a subscription agreement between VGH and OHUM was forwarded from Sri Ram Tumuluri to Armin Ernst. [349] The agreement was reviewed and attached to an email dated 25 November 2016 and sent to Deborah Chappell "I reviewed the contract and need some changes made. Will you be able to tackle this? It is the IT services agreement between VGH and OHUM. If so, I have marked up a hard copy I would leave for you in a convenient place". We have been unable to locate a signed / dated version of this contract in the data but have seen a draft version. Dr Ernst's seeming acquiescence to the contract with OHUM is we believe particularly suspicious given that a year later, when seeking the same contracts termination, he would criticise the agreement and recommend Steward end its association with OHUM.*

72. *In our commercial experience, the OHUM agreements appear unduly weighted in favour of the supplier with the upfront fee for implementation being over $2 million; the subscription period entered into was 30 years and, the penalty clause for termination without cause was $9 million.*

73. *As the expected investment into OHUM by VGH would need to be substantial, emails exchanged between Dr Ernst, Udai Kumar, Ram Tumulur i and Deborah Chappell discussed the Engagement and Implementation of the works and that a separate contract concerning VGH's planned investment in OHUM would need to be completed. In an email of 13 December 2016 Dr Ernst wrote Udai Kumar saying "Ram and I spoke a nd both of us agree that contracts that relate to VGH investment into OHUM and OHUMs engagement should be separate" [350]*

74. *With the concession taken over by Stewards, Dr Ernst was keen to disassociate himself with OHUM. In emails from May 2018 with*

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347 [Pages 1-4, message.body - Re: I hear we can celebrate?]

348 [Pages 1-3, message.body - Re :FW E-TICKET (Bhatnagar/ Saurabhmr).msg]

349 [message.body - FW: VGH Malta ohum Master service agreement msg]

350 [message.body - RE: OHUM contract.msg]

Steward's lawyers McDermott Will & Emery UK LLP ("MWE") in regard to an OHUM termination strategy he welcomed the decision as, "...one of the most helpful conclusions." with the principal basis for termination being that OHUM agreements were held with VGHI and as Steward had purchased VGH Malta the contract termination clauses would be unenforceable. [351]

75. In December 2018 Dr Ernst sent Udai Kumar an email drafted by MWE, which informed him that Steward had reviewed the three OHUM agreements and following the review they would like a meeting to discuss matters.

76. Dr Ernst's final email to Udai Kumar, again scripted by MWE was sent on 5 June 2019 in which he offered to meet but stated that the OHUM product was never suitable or capable of being delivered and that VGH did not have the sufficient industry knowledge to assess this. He further stated that there was no contractual arrangement to be closed and no compensation was anticipated. [352]

77. Discussions with OHUM began in July 2016 and from October 2016 it provided IT management services to VGH through a series of service agreements. However, the agreements were not with the concession owner (VGH Malta) but with the VGH subsidiary company based in Jersey (see appendix 6.15). It is our opinion that, as with other preferred suppliers such as Technoline, the plan was to acquire a concealed stake in the supplier company in order that the relationship could be exploited to the benefit of key insiders.

78. When VGH was taken over by Stewards there was a rush to pay the outstanding contractual amounts to OHUM despite concerns over its poor performance. That performance was blamed by Dr Ernst on the former management of VGH who he claimed were ignorant of the technical IT requirements required in the health sector. [353] This is particularly strange given Dr Ernst's intimate involvement in the engagement with OHUM but is consistent with other contracts that he was aware and that he subsequently denounced or criticised once Stewards had bought over the concession.

Knowledge of the Shapoorji Construction deal

79. On 08 October 2016 Dr Ernst wrote to the Shapoorji Pallonji Group (appendix 2_110) [354] who were initially responsible for construction at the Barts site. In his communication he queried the delay in the formal

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351 [message.body - RE OHUM - termination strategy-0.msg]

352 [Pages 4 & 5, Fw OHUM correspondence termination .msg]

353 [Pages 4 & 5, Fw OHUM correspondence termination .msg]

354 [Page 3, message.body - GGH - containers & mobile offices.msg]

handover of the Barts site to the contractor free of any encumbrances and in obtaining formal planning approval. He also queried why there were not more visible signs of construction work occurring at the Gozo General Hospital site.

80. Dr Ernst was in contact with Keith Schembri in relation to Shapoorji Pallonji and its lack of progress and the performance bond that had been provided to VGH (for further information see appendix 2.110). In an email of 25 May 2018 Keith Schembri wrote to Dr Ernst stating, "As previously communicated and as per our discussion in December - we need a bank guarantee to substitute the Shapoorji guarantee". [355]

81. Dr Ernst also engaged with the Directors of Shapoorji Pallonji in discussions regarding multiple issues concerning their contract. This followed several meetings attended by Saini Mohandass of Shapoorji, Dr Ernst and possibly Asad Ali. In an email of 27 May 2018, Mr Mohandass referred to a meeting in Dubai on 18 March 2018, one on 11 April 2018 and another on 23 April 2018 in Malta. Despite the meetings no progress had been made on six issues. These included; Pending Payments; Taxation issues; conclusion of EPC contract; Running expenses since Stewards takeover and Barts contract arrangements. He also referred to the freezing of their bank accounts and legal cases from vendors and sub-contractors damaging all of their reputations. [356] This email was followed up on 21 June 2018 with similar if more strident requests to resolve matters. [357]

82. On 9 July 2019 Dr Ernst, and his chief of staff, Alessandra Pace received a body of evidence from Hamid Yunis of MWE revealing information concerning the existence of potentially criminal activity between VGH and Shapoorji Pallonji. Therein, Yunis identified "apparent collusion between Shapoorji and VGH in preparing false/incorrect invoices in connection with the fraudulent VAT claims." Despite this clear suspicion of criminality identified by MWE, it does not appear that Dr Ernst or Alessandra Pace took any action regarding these allegations. This gives rise to the suspicion that they either knew about the collusion or chose not to reveal these suspicions to the relevant authorities. [358]

83. The specific allegation made in the MWE report was that an invoice for $25.5 million had been forged and used to enable VGH to claim back VAT of €4.5 million it had not paid. [359]

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355 [803180.partial.eml]

356 [message.body - Request for meeting - Project on sites at St Lukes Hospital, Karin Grech Rehab & Gozo General.msg]

357 [message.body - URGENT PAYMENTS.msg]

358 [message.body - Re: Shapoorji ("SP") EPC Contract.msg]

359 [Strictly Private and Conf.msg--Shapoorji Invoice _ 29.5M.pdf]

Steward and Accutor

84. Following the consultancy arrangements set up by Dr Ernst in November 2017 (appendix 4.40) which saw Steward US pay Accutor around €4.0M in 2018, Dr Ernst continued to promote Accutor as a business partner to Steward.

85. On 24 July 2018 John Bezzina and Nadine Delicata emailed Dr Ernst about using Accutor [360] (appendix 3.61) for payroll services. John Bezzina raised concerns that there had been insufficient proofs and a demonstration of what Accutor could provide to the concession. When Mr Bezzina pushed Accutor on this point he was only offered some slides and no other material. Mr Bezzina stated:

"At the minute all we need is a payroll system not someone to manage the payroll process for us...It is pertinent to note that even though discussions around the contract are pretty advanced I haven't even seen a demo of the system.....i don't even know what it looks like which is not the way such a transaction should be conducted. When at the last mtg i asked for a demo they started talking about the 'chicken and the egg' and after i pushed them they said they can send me a couple of slides!!!! Any provider would normally give a demo of their product and the client can ask questions etc."

86. Dr Ernst's decision to use Accutor as a payroll provider is confirmed in an email between Dr Ernst and Miroslav Boyanov and John Bezzina on 28 July 2018. [361] Therein, Dr Ernst endorsed the use of Accutor when he stated:

"I therefore would like to proceed with Accutor providing those services and do what it takes to get there. If there are redundancies, it would certainly help offset some of the expense."

87. On 1st August 2019 Dr Ernst wrote to Miroslav Boyanov, [362] referencing an unspecified consultancy agreement with Accutor, saying

"We have entered into a consulting agreement with Accutor supporting political and government activities and interactions. Payment is 100K Euro per month and the first bill will arrive this month and be paid months end. I will need to sign off on all bills- Ralph is aware. Please plan accordingly".

88. The possible rationale for awarding a contract concerned with "Supporting political and government activities" to Accutor is considered in appendix 3.61.

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360 [message.body - Re: Payroll management.msg]

361 [message.body - Re: Accutor.msg]

362 [Consulting arrangement - August 2019.pdf.]

Dr Ernst's knowledge of possible criminal activity concerning VGH

89. *In the post-acquisition period Dr Ernst continued to engage with GoM representatives including Kurt Farrugia from Malta Enterprise, who he notified on 4 March 2018 of "some significant restructuring that will occur at Stewart Malta next week. Monday we will terminate a number of employees at the corporate level....no employees at the hospital level or with patient facing responsibilities are affected. During the week we will also terminate real estate and luxury car leases VGH has incurred over the last 20 months". [363] This email was subsequently forwarded by Kurt Farrugia to Dr Joseph Muscat and Keith Schembri.*

90. *It is also in this period that issues relating to unpaid tax arose and which it appears Dr Ernst was actively involved in reconciling. The issue involved tax arrears of €3,400,000 owed by VGH to the Commissioner of Revenue and were set out in a letter from SA LAW to Dr Ernst. [364]. On 21 March 2018 Dr Ernst signed a repayment agreement with the Revenue. [365]*

91. *In April and May of 2018, the fall out of the transfer from VGH to Stewards and the steps that were taken in the wake of this, including making numerous staff from the hospitals redundant, sparked media interest. It was at this point that Alessandra Pace was contacted by a firm called SKD Knickerbocker, a US based political consulting firm, who were preparing Dr Ernst to answer, "hard hitting questions – the type of questions he would get from a tough reporter" In response Ms Pace sent a list of questions to the company along with a briefing document containing pertinent information about Steward and the concession. [366] [367]*

92. *On 11 May 2018 S A Law LLP contacted Dr Ernst about the non-payment of invoices to DWPF for work completed. The email had copy invoices attached and featured one (invoice 000810 dated January 2018) which was for €3,400,000. This invoice was addressed to Sri Ram Tumuluri of VGH and concerned "Arrangement fees for securing Credit Approved Offer of finance for the Malta Hospital PPP in accordance with mandate dated 30th September 2015" "Fee due and payable following 30-day abandonment of project" "€170 million x 2%" [368]. This would suggest that Dr Ernst was aware in the preliminary stages of Steward's control of*

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363 [805353.partial.en.mlx]

364 [SA LAW - TAX INVOICE.pdf]

365 [[AUTOMATED] - SCAN FROM A XEROX WORKCENTRE.MSG--img-913100749-0001.pdf]

366 [Briefing document 17.04.docx]

367 [message.body - R..e_Tough Q1.msg]

368 [SA LAW - TAX INVOICE.pdf]

the concession of serious financial irregularities concerning Sri Ram Tumuluri and VGH.

93. Sri Ram Tumuluri continued to engage with Dr Ernst and others post the Steward takeover. In an email of 10 August 2018 [369] he included details of payments received from GOM and what they were used for. The list that was produced included the sum of EUR1,399,772.9 which was advanced by Mount Everest to Bluestone in two instalments on 4 September 2017. This was pursuant to a promissory note between Mount Everest and Bluestone dated 25 August 2017. [370] It is important to note that this matter occurred at the key moment when Dr Ernst had tendered his resignation from VGH. This indicates that Dr Ernst was aware of the "loan" made by Mount Everest to Bluestone even though these occurred after his resignation from VGH.

94. By 20 August 2018 MWE began to highlight to Dr Ernst various issues arising from the VGH era. These were set out in an email of that date by Hamid Yunis sent to Alessandra Pace (who forwarded it to Dr Ernst) in which he specified the issues as being; the claim against Bluestone; Sam Luft claim, Rattehalli claim, Gupta claim, Mark Pawley, Deborah Chappell, OHUM, DWPF and several other creditors left behind by VGH. [371] Mr Yunis raised concerns regarding the contract and activity connected to Shapoorji Pallonji: [372]

95. On 24 September 2018 Dr Ernst was included in an email conversation with David Meli regarding the termination of the contract with Gateway Solutions and the mitigatory steps that should be taken including the adoption of a novation "of the note and a substitution of Steward with a Swiss counterpart - it is my understanding that this does not need to be disclosed to third parties as the intention is to leave everything as is...". The decision to avoid disclosure of this matter hints at the opaque nature of the relationship between VGH/Stewards and Gateway. [373]

96. This matter was followed up in a subsequent email of 28 September 2018 wherein Mario Gatt wrote to David Meli and cc'd in Ivan Vassallo, Dr Ernst and Asad Ali setting out the intended goals concerning Technoline. These were identified as "1) The termination of the exclusive Supply Chain Management Agreement between Steward and Technoline The redemption of the Subscription Note without any need for any due diligence processes that will affect Technoline Ltd's credit facilities, supplier contracts and customer contracts. We are therefore proposing the following process:" The email included mention of a Swiss Company.

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369 [Pages 3 & 4, message.body - Re: Rams and additional claims.msg]

370 [Page 35, Risposta Gurantenata 349-18 AF (part 2).pdf]

371 [Pages 1-5, message.body - FW: Updated positions.msg]

372 [message.body - Re : Shapoorji ("SP") EPC Contract.msg]

373 [Pages 4 & 5, Re: [EXTERNAL--] Re: Subscription Note - Technoline Ltd.msg]

At stage 6 Mr Gatt wrote: "We shall have a separate private agreement with the Swiss Co to cement all other consideration with respect to the shareholding of Technoline and its continuing operations". [374]

97. On 14 November 2018 Marvin Gaerty of the Commissioner of Revenues office contacted Dr Ernst and highlighted "Serious and potentially fraudulent discrepancies" that had been noted in the VGH/Steward accounts. Gaerty advised Dr Ernst that he had brought these concerns to the notice of Keith Schembri, and they were to be raised with Sri Ram Tumuluri. [375]

98. On 24 February 2023, a Maltese court struck down the concession deal between GoM and Steward. Subsequently, Steward appealed the decision and issued a statement of facts in which they alleged they had been intentionally misled by GoM, specifically naming Dr Joseph Muscat (appendix 1.03) and Konrad Mizzi as emphasising the urgency by which the take-over from VGH should occur. In so doing, due diligence was bypassed, and inducements offered to fast forward the takeover. As part of the appeal Steward sought to downplay Dr Ernst's role in VGH by claiming he had only worked for the company for a limited period .

99. Subsequent reporting of these matters in the Maltese press alleged that on 27 September 2021 Dr Ernst wrote to Prime Minister Abela and state advocate Christopher Soler advising them that there "were clear indications that the deal awarded to VGH was fraudulent". In the same letter, which allegedly was signed by Dr Ernst, he stated "Recent evidence suggests that the granting of the concession to VGH was, to say the least, improper. It is not the purpose of this letter to consider and conclude if the award was fraudulent (though there are clear indications that this is the case)." [376]

Financial remuneration (see also appendix 1.201)

100. Effective from 1 July 2016 Dr Ernst entered into a Contract of Employment with VGH appointing him as Group Operations Chief Executive Officer with VGH. In the role Dr Ernst would receive an annual salary of €400,000 per year with discretionary company bonuses ranging from €100,000 to €200,000 per year. [377]

101. In August 2016 VGH issued a loan to Dr Ernst for €180k. [378]. The rationale for the loan was not clear and raised questions from VGH's auditor Christopher Spiteri who on 24 October 2017 in an email to Mark

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374 [Pages 1 & 3, Re:[EXTERNAL] Re: Subscription Note - Technoline Ltd.msg]

375 [798680.emlx]

376 [Adrian Delia claims Robert Abela knew Steward deal was fraudulent in 2021 - The Malta Independent.pdf]

377 [Employment Agreement_290816_Executed.pdf]

378 [Page 456, Batch CS31-Steward MM Box DB5034297202203161402a2.pdf]

Lisher of VGH requested further details about the "Treatment of loan of EUR180,000 given on 29.08.16 to Dr Armin Ernst". [379].

102. As part of his severance package from VGH, Dr Ernst was paid compensation for loss of office of €580,000. [380] A sum of €400,000 was to be paid to Dr Ernst to an account nominated by him. There was also an agreed tax settlement of €87,865.70.

103. The payment of the €400,000 was made in two payments of €200,000 from VGH's BoV account on 18 January 2018 and 16 April 2018 but we have been unable to establish where they were paid to. [381]

104. Dr Ernst was also provided with a property to live in on Malta which was paid for by VGH/Steward. The lease was for 12 months at a cost of €3,500 pm. [382]

Subject's antecedents:

Name: *Doctor Armin ERNST*

Date of Birth: *07 March 1962*

Place of Birth: *Germany*

Nationality: *American*

Passport Number: 463649409

US Address: *266 Fisher Avenue, Brookline, MA, 02445, USA*

Companies

105. Dr Ernst was involved with the following companies:

COMPANY NAME	***COMPANY NUMBER***	***POSITION (UBO, Director, shareholder etc)***
Vitals Global Healthcare Management Ltd	*C70624*	*Group Operations CEO 29/08/2016 until 27/08/2017**
Steward Malta Management Ltd (Formerly VGHM)		*Director - appointed 16/02/2018* *Company Secretary - appointed 16/02/2018* *Legal representative - appointed 16/02/2018* *Judicial representative - appointed 16/02/2018*

379 [message.body - RE: Documents (information required re Vitals Global Healthcare Management Limited audits 31.12.2015.msg]

380 [Pages 12-15, Batch CS227 Steward MM Box DB6000003202203160812O3.pdf]

381 [Page 23, Batch CS30 STEWARD MM S158 DB6-1000024402108100551135.pdf]

382 [Page 93-99, BATCH CS43 STEWARD MM BOX DB703429820220317081236.pdf]

Steward Malta Limited (Formerly Vitals Global Healthcare Limited)	C70546	Director - appointed 16/02/2018
Steward Malta Assets Limited (Formerly Vitals Global Healthcare Assets	C70625	Director - appointed 16/02/2018
Steward Malta Personnel Limited (Formerly VGH Resources Limited)	C81862	Director - appointed 16/02/2018
Steward Health Care International Holdings Ltd	C83293	Employed from 2017 Appointed Director – April 2019
SHC International Ltd		Director - appointed 15/05/2020 (see Appendix 4.50)
MTrace Plc	C73299	Director – 13/08/2018 until 28/01/2021
Steward Medical Group	N/K	Senior Vice President and Chief Administrative officer – April 2015 – June 2016
Steward Medical Group	UK	Vice President Medical Business Unit – September 2010 – February 2013

Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u ta' Karta ta' l-Identità Maltija bin-Numru 0160108A - Appendix 1.21:

1. *In our opinion, Saba Binte Abbas ("Ms Abbas") was treated and adopted a position consistent with being an extension of the Ali family. Her role as financial controller of VGHM and latterly Stewards positioned her as effectively "the eyes and ears" of the Ali family. Her role placed her at the centre of the finance function of VGHM and subsequently Stewards (which the Ali family regarded as "our branch in Malta"). It is clear that she used this position to report activity to Shaukat Ali and his family. This is notable as the Ali family had no legitimate role in the Concession being administered by VGHM / Steward.*

Employment and role

2. *Ms Abbas is a Pakistani national. Prior to moving to VGHM she was Finance and Administration manager of Mount Everest General Trading (appendix 3 .30).*

3. *On the 20 November 2016, in a letter from Mount Everest to Emirates NBD bank, regarding the opening of an account, a representative of Mount Everest stated, [383]*

383 [Page 533, JS4 EVIDENCE BAG LC00123248 MISC00001310220119114358.pdf]

"she is employed with Mount Everest General Trading LLC and her current salary is AED 20,000...she has been moved to our branch based in Malta, her salary will be processed from our Dubai office."

4. *We note that, while retaining her role with Mount Everest and her close links with Shaukat Ali and his sons (who, as detailed below, considered her part of their family) she became an employee of VGHM and latterly Stewards. We note from the email above that Mount Everest regarded VGHM (who she was moving from Dubai to work for) as "our branch based in Malta". In our opinion this positioned her as effectively "the eyes and ears" of the Ali family and placed her at the centre of the finance function of VGHM and subsequently Stewards.*

5. *In her visa application letter [384] it is worth noting that Shaukat Ali arranged a visa for Ms Abbas when she was still an employee of Mount Everest GT and this was to enable her to travel or relocate to Malta in October 2014, a time critical to the foundation of the Maltese health concession.*

6. *She was a financial controller for VGHM as shown in her contract of employment dated 06 May 2016. [385] She remained in this role under Stewards and was later promoted to Chief Financial controller in mid-2021. [386]*

7. *While performing her role with VGHM she effected payments from Bluestone to Mount Everest GT through 2017 (appendix 3.30) and Mount Everest FZ (appendix 3.20) at the instruction of Ram Tumuluri and Shaukat Ali.*

Relationship with the Ali family

8. *Ms Abbas had a very close and intimate relationship with the Ali family. We have seen through multiple emails and WhatsApp messages conducted with different members of the Ali family that she was treated as a member of the family.*

9. *For instance, in an email dated 06 August 2017 sent to Shaukat Ali, concerning her resignation from her role at VGHM. [387] She said,*

"Please accept my respectful resignation form the post of Financial Controller of Vitals Global Healthcare Management Ltd and my last day of employment will be Spt 7, 2017... These excellent five years of my life are a real treasure..."

10. *It seems notable that the Financial Controller of VGHM regarded her boss and the person she should send her resignation letter to as Shaukat Ali.*

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384 [Visa invitation Saba.pdf]

385 [Page 547, JS4 EVIDENCE BAG LC00123248 MISC0000132[illegible]220119114358.pdf]

386 [JS2 EVIDENCE BAG LC00123246 IDM000012202201191055514.pdf]

387 [Gmail - Resignation with Gratitude.pdf]

This seems consistent with the email from Mount Everest noted above which regarded VGHM as "our branch based in Malta".

11. *The tone of the message gives us an insight into their relationship, but we also adduce that Ms Abbas had worked for Shaukat Ali long before her role with VGHM started possibly as early as 2012.*

12. *We also note the fondness of the language Ms Abbas uses when addressing Shaukat Ali, with such phrases "you are an excellent mentor, a great leader and one of the kindest souls..." "you are my first and last boss..." "I believe you are a person BIGGER than LIFE, in my small world" "I only worked for a SINGLE ENITITY named Mr. SHAUKAT ALI CHAUDRY...". Her loyalty to Shaukat Ali is readily apparent.*

13. *Other emails from Ms Abbas are couched in similar terms and responses from Shaukat Ali show the intimacy of their relationship. For example, on 22 July 2018 (See Footnote 6, Page 16) Ms Abbas wrote to Shaukat regarding her visa.*

"Nothing I can say will ever convey the amount of gratitude... I owe you for all the kind gestures and favours done to me during the past 8 years."

Shaukat replied, "You are my beloved daughter. That's all and enough."

14. *Furthermore, in a Whatsapp message thread dated 31 December 2017, [388] Ms Abbas says:*

"Thank you so much Sir. I am indebted to you for everything that you did for me. Best Regards, your daughter, Saba."

Shaukat replies "You are my daughter. One of us."

15. *On the 04 December 2018, Asad Ali sent a message to Ms Abbas (See Footnote 14, Page 162) stating,*

"Mom and dad consider u like their family"

16. *On the 09 December 2018, Aasia Parveen sent a text to Ms Abbas stating, [389]*

"You are our family...We never thought of you as separate from us" Ms Abbas replies "Yes mum...no doubt about it"

17. *Further examples of the familiarity of the relationship with Ali family are, on the 07 January 2018,*

"Today the King is coming. Aunty Aasia called." [390]

18. *We assume that 'Aunty Aasia' is Aasia Parveen (Appendix 1.60).*

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388 [Page 2, chat—327.txt]

389 [Pages 9-15, chat-185.txt]

390 [Page 22722, DF22001 CMC13-0122-A.pdf]

19. *On the 04 April 2018, Wajid Ali sent a message to Ms Abbas saying, [391]*

"Saba baji, please don't tell anyone that I am going abroad please pls... Pretend you don't know pls."

In Response Ms Abbas responded in terms which suggests she was prepared to keep family secrets

"Of offcourse.. Dnt worry..m deaf n dumb about u"

20. *Ms Abbas also invited the Ali family to her wedding which was on 05 July 2018. This invitation was open to all Ali family members. [392]*

Assisting with the opening of Dubai companies for Schembri and Mizzi

21. *As detailed in appendix 3.03 Shaukat Ali assisted Mr Schembri and Dr Mizzi in their efforts to open Dubai bank accounts for their Panamanian companies and then to incorporate companies in Dubai. In July & August 2015 Ms Abbas's experience and contacts were sought by Shaukat Ali to obtain the information needed to affect the aforementioned activity. Indeed Shaukat Ali forwarded emails from Ms Abbas to Mr Schembri setting out the requirements for opening a bank account in Dubai (which we now know was for Mr Schembri's company Tillgate). [393] [394]*

22. *On 28 January 2016, Saba Abbas emailed Shaukat Ali with scanned copies of 'Legal Documents of Free Zone Companies" which Shaukat Ali forwarded to Mr Schembri. [395] We were unable to locate the attachments to the email but we expect the companies were Intercare Trading FZE and Akash International Limited.*

23. *As Mr Schembri's ownership of Tillgate was not public knowledge in 2015, Shaukat Ali was apparently trusted by Mr Schembri with critical and private business activity and information which occurred at a time when the hospital concession was awarded. The fact that Ms Abbas was sought out to provided, the critical information says much about her relationship with Shaukat Ali. However, we can find no evidence that Ms Abbas was aware of Shaukat's motives for seeking the information or that the information was passed onto Mr Schembri.*

The Ali family agent inside the VGHM / Steward financial function

24. *As a loyal servant to Shaukat Ali, Ms Abbas was put in a position that was beneficial to the Ali family. We have discovered multiple instances of Ms Abbas discussing financial transactions concerning VGHM and its*

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391 [Pages 84 and 85, chat-378.txt]

392 [Pages 11 and 12, chat-327.txt]

393 [61616.emlx]

394 [558534-partial.emlx]

395 [61347-partial.emlx]

management with members of the Ali family through her WhatsApp messages. This highlights her integral role and value to Ali family as the inside person within VGHM.

25. *One such example is on 22 November 2017 Asad Ali messaged Saba Abbas: [396]*

> *"By the way we are launching full offensive on RT this week"*
>
> *"Will need your help"*
>
> *"K has asked me to ask you to prepare all the dirty stuff financially that RT has done"*

26. *Ms. Abbas immediately followed up on the request by preparing a 5 page narrative dated 23 November 2017 with the stated purpose: [397]*

> *"to draw attention of the concerned officials towards the misuse and misappropriation of public funds by Mr. Ram Tumuluri"*

27. *Ms Abbas seemingly put aside her daily duties at VGHM to produce this document which was to benefit the Ali family in its efforts to remove Ram Tumuluri from his role at the Company. It would also seem that she understood that a request from "K" was very important. More importantly it is clear she was entrusted with producing the "evidence" that would be sued in the "offensive against Ram Tumuluri which yet again shows the level of trust that the Ali family extended to her.*

Ms Abbas' report on the misappropriation of Concession Funds

28. *As noted above Ms Abbas role at the heart of VGHM's administration and finance functions meant that she knew precisely how the Concession funds were being applied. Her detailed report provided significant insights into the use of the funds and who they benefited. However, with regard to the context of her findings, little is said about companies connected to the Ali*

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396 [Page 44, chat-379.txt]

397 [Report on Misapp of P Funds_RT.docx]

family that benefited from the Concession funds and more is reported about Ram Tumuluri and the alleged 11 separate instances of misappropriation of funds attributed to him. This suggests that she either turned a blind eye to Ali family matters or she was unaware of the connection. As Ms Abbas' findings are so closely aligned to what we have identified elsewhere we have reproduced key extracts as follows:

FINDINGS:

1) ***Public Funds used for Acquisition of Companies:***

VGH has received an amount of Euro 49.57M from the GOM from June 16 till Dec 17.The basic objective of these funds was to deliver improved healthcare services in Malta and Gozo but the major portion of funds received (21% = Euro 10.5M) was used to acquire the companies during the first year of operations.

In addition, after acquisition of the entities, their cash flows were also managed by using the public funds received under Service Concession

Amount Spent on Technoline = Euro 5.7 Million (approx.)

Amount Spent on Mtrace = Euro 1.5 Million (approx.)

Amount Spent on OHUM = Euro 3.33 Million (approx.)

By making these huge irrational investment decisions, Ram has jeopardize the whole cash cycle and troubled the hospitals with the chaos of chasing creditors and threats of service discontinuation by the contractors and service providers.

He shall be held accountable for this huge drainage of money; done solely at his discretion which can easily be perceived as embezzlement of public funds by purchasing the entities and securing his interests.

2) ***Public Funds used for Acquisition of Shares:***

Ram has paid Euro 5 Million out of public money to Mr.Ambrish Gupta and purchased his shares without considering the fact that funds received from GOM are restricted purpose funds and not allowed to be spent on the shares purchase etc.

*** Ambrish Gupta has already file a case against Ram due to his misconduct of business and the legal proceedings are in process.*

Ram needs to pay back this money to the GOM and in case of default he shall be punished for this act of misappropriation of funds

3. ***Public Funds used for Construction:***

Around 11% of the funds received from GOM (i.e; approx Euro 5.5 M) have been substantially utilized for paying the construction charges (capex) with no visible performance on the ground. Capex costs were never supposed to be met through public funds; instead Mr.Ram took benefit of the opportunity and used the bigger portion of funds, wherever he wished, without seeking any permission from GOM and he failed to bring in any investments or debts to support the capex costs.

Despite paying the amounts as mentioned above, contractors at site are still crying for their money and suffering due to the mismanagement of funds by Ram.

4. ***Public Funds used to repay Loans with Higher Interest Rates:***

Due to the irrational capital decisions of Ram, VGH faced an inherent monetary deficit during the first year of operations and he borrowed loans from outsiders .

Later, Maltese taxpayer's money is used by Ram to repay the loans up to Euro 1.7M (approx.) along with higher interest rates as agreed by him. The minimum interest rate that came to our attention was 40%.

Government funds were never supposed to be used for such repayments, but Ram has committed a serious offense by shifting the burden of these clumsy loan agreements to the Maltese tax payer and has caused a damage to the operations of hospitals by his non-professional and careless conduct of business.

5. ***Public Funds used for OFFSHORE offices:***

Ram has misused the Maltese public funds and paid expenses amounting to

Euro 1M (approx) to run the offshore offices located at Dubai, Montenegro

Zurich and Kosovo).

Above mentioned fact is a clear act of misappropriation of Maltese public money as the ultimate beneficiaries are non-Maltese markets and Ram shall be penalized accordingly.

6. ***Public Funds used to bear the Legal Costs of cases against Ram:***

Due to bad reputation and professional misconduct of Mr.Ram Tumuluri, there are a number of cases against him and he has hired a number of legal and consultancy firms to fight his cases. Consequently, the burden of all these legal and consultancy costs have been shifted to GOM.

An amount of more than Euro 1.5 Million (approx) under the legal and consultancy costs has been paid out of public funds only due to Ram's image and bad repute in industry.

According to the due diligence reports, he has been declared as a 'Fraudster' and shall pay the price of his acts.

7. ***Money Withdrawals from RHKG:***

When the GOM funding's are delayed, Ram gets an access to the money sent directly by GOM to RHKG and he withdraws the amount allocated to RHKG (under the account head _ quarterly advance salaries of staff).

He meets the urgent commitments through these funds and then there is a very hard situation to meet the payroll deadlines of the hospitals (in case; GOM does not release the tranch, the payroll of GOM employees can easily be in trouble)

Playing with the hospital funds is a dangerous and risky move with serious crime implications.

8. ***Public Funds used to disburse loans:***

Ram has disbursed few loans of approx (0.5 M) from the public funds to the selected individuals, using his discretionary powers as the Managing Director of VGH.

VGH is an healthcare entity and it started operating as a financial institution due to Ram's baseless decision making and he needs to face the investigation for all such offences of spending the funds according to his own likes and not being accountable to anyone.

9. ***Public Funds used to make the payments for unconcluded contracts:***

Ram misused the public funds and made huge payments to the parties whose contracts have not been concluded or signed yet and only he himself knows the terms agreed (verbally or otherwise), since he keeps these documents only to himself and his legal person.

- *Ram is paying an amount of Euro 150,000 plus monthly to Shapoorji Malta; without any written agreement*
- *There are few medical directors on board, whose salaries have been paid without signing the contracts and Ram assumes the responsibility that he has the contract (even his legal never drafted these contracts).*

10. ***Public Funds used to bestow BIG salaries for selected KEY employees:***

Ram has made few big blunders while selecting and agreeing the salary packages of his C Staff employees. There is no transparency in deciding the remuneration and it depends, how much is sufficient for the post according to 'Mr.Ram's criteria.

Two major highlights would suffice the purpose of mentioning this point

- *Armin Ernst, (CEO) has been paid an amount of Euro 0.69 M (salary, loan, insurance) during his short period of 11 months and we are unaware of any termination money agreed*
- *Eric (COO) earned an amount of Euro 125,000 (approx) for a six month's guest appearance*

Salaries and benefits are allowed by Ram to his Only selected C Staff members without any market analysis and justifiable basis and there is a clear contradiction in the benefits allowed, gradings and performance.

11. ***Public Funds used to support the Non business and Personal Expenses:***

Ram is in habit of travelling across the globe every second week and all these travel costs are being met using the public funds since there is Visibly no other source of income to supports such expenses.

He has access to the company bank accounts and credit cards and is using the public funds to meet his personal expenses (though he states that he never withdrew the salary, but in substance he uses the funds for all his expenses).

29. *We have summarized Ms Abbas' calculations in appendix 1.212 and compared them where we can to the financial appendices' attendant to our report. Ms Abbas' calculations show that she believed the total of the misappropriation of concession funds to be at least €26,695,000 up to October 2017. As was noted above she makes no reference to the €5,092,000 diverted to Mount Everest from Bluestone.*

30. *There are several matters identified by Ms Abbas which we have found to be either inaccurate or which we cannot confirm including: -*

i. *Ms Abbas stated that Ram Tumuluri spent €3.33M on acquiring shares in OHUM. What we have found is that Mr Tumuluri made an offer that didn't proceed to purchase. (see appendix 2.111 for further details)*
ii. *Shapoorji Pallonji was the construction company contracted to work on the hospitals project not capex. The €5.5M which she attributes to misappropriation is detailed in appendix 2.110*
iii. *Legal & consultancy costs of €1.5M. Again we cannot identify any legitimate legal costs required to resolve concession related contracts etc. which can be attributed to misappropriation of funds.*

31. *It is very clear from the report, that both Ms Abbas and the Ali family were aware of the reported instances of misappropriation of government funds as early as November 2017 and therefore before the sale / handover of the concession to Steward. Despite the allegations made in the report, and the revelation of "serious crime implications" none of the above*

matters were brought to the attention of the relevant authorities by either Ms Abbas or the Ali family. It is also clear that the report was produced for the purposes of forcing Ram Tumuluri to negotiate his removal from VGHM and to distance him from any potential involvement in Stewards. We believe that this was at the behest of Keith Schembri.

32. *Further to the above, Asad Ali emailed the report to Keith Schembri at 10.05 on 24 November 2017 with an additional paragraph blaming the misappropriation of funds on Ram Tumuluri. [398] This makes absolutely clear that Mr Schembri and potentially those he served were fully aware from that date that misappropriation of public funds had taken place.*

Continuing to act as an agent for the Shaukat Ali family

33. *In a WhatsApp message thread with Asad Ali, [399] on 02 November 2017, Ms Abbas stated:*

"I have talked to Ram about Ivan payment... He said he just rcvd the invoice today at 11 am...N will wire 1.2M through Zurich account"

34. *This message is highly pertinent considering the context of her report which sought to highlight and expose nefarious activity connected to the hospital's concession. Here Ms Abbas' continues in her intrinsic role as the finance controller with oversight of transactions. She raises no concern over this transaction having previously dealt with suspicious matters connected to Ram Tumuluri. Further in a WhatsApp chat with Asad Ali on 06 January 2018, Ms Abbas sent a picture of what appears to be a spreadsheet/commentary from Stewards on the liabilities being considered under VGHM's management of the concession. [400] In the message Ms Abbas says,*

"If Ram fails to manage the funds disbursed by GOM and then borrows loan from outsiders, its an amount payable due to mismanagement of funds and as per our view; it shall not be deemed a 'genuine liability'."

35. *We also found instances where it would appear that Ms Abbas knew or had a strong suspicion of criminality connected to the concession funds but seemingly did nothing with the information except sharing it with the Ali family. In a message chain between Ms Abbas and Sabih Jafri (another VGHM employee), [401] she stated;*

Sabih "Shapoorjee invoices have arrived"

Ms abbas "Yea. All invoices r fake. Its an arrangement wid Shapoorji."

Sabih "Ooo."

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398 [Report.eml]

399 [Page 38, chat-379.txt]

400 [List of Liabilities with comments_29 12 17.xlsx]

401 chat-375.txt, Pages 536 and 537 of PDF Copy]

Ms Abbas "yes. I knw thi from beginning."

Sabih "including dude...25 million of invoices"

Saba - Yes. I cn imagine

Financial information produced by Ms Abbas

36. *Several spreadsheets created by Ms Abbas provide a valuable insight into the nature of the operation of the concession by VGH.*

37. *For example, in the months when Stewards were negotiating the takeover of the concession from VGH, Ms Abbas produced a spreadsheet summaris ing the funds received from GoM and their utilisation by VGHM as the Concessionaire in the period from June 2016 to September 2017. [402] This was a separate document and not used in support of the report she prepared in relation to the misappropriation of funds by Ram Tumuluri.*

38. *We have examined a number of versions of this spreadsheet which provide interesting and relevant financial information which is not readily available from the VGH/Stewards audited accounts. The lead schedules are addressed to "K" – and "K" is also referred to repeatedly in WhatsApp messages between Ms Abbas and specifically the Ali family. One of the worksheets is entitled as being prepared for "Kaka". We believe that "K" may be a term of endearment used by Ms Abbas to refer to Shaukat Ali.*

39. *We have not been able to identify who 'Kaka' is however, as other stakeholders like Ram Tumuluri and Mark Pawley are referred to by name within the spreadsheets, we believe that "Kaka" could be another nickname used by Ms Abbas for Shaukat Ali. The information that was constructed by Ms Abbas at this date would have been very helpful in working out the terms of any handover of the concession. The fact that this does not appear to have been used officially in the negotiations suggests it was provided so lely for the use of the Ali family.*

40. *We have reproduced the table of figures which Ms Abbas sent to Shaukat Ali in Nov ember 2017, in tandem with her report on the Misappropriation of Funds by Ram Tumuluri, below:*

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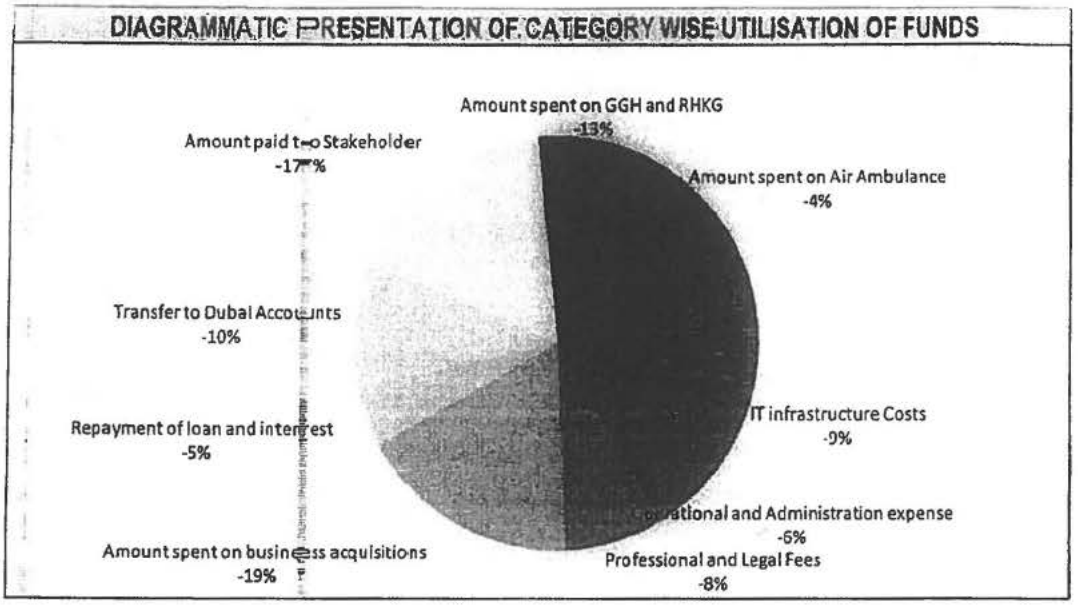
402 [GOM Report_Sep28,_2017[2].xlsx]

For the period June 2016 to September 2017

PARTICULARS	Amount in Euros	% age of Revenue
Net amount received from GOM under the Service Concession agreement	41,208,333	
Funds Utilised on Hospitals		
Amount spent on GGH and RHKG	(4,841,707)	-12%
Amount spent on Air Ambulance	(1,540,753)	-4%
	(6,382,460)	
Funds Utilised on Operational Activities		
Salaries	(3,996,474)	-10%
IT infrastructure Costs	(3,252,442)	-8%
Operational and Administration expense	(2,376,138)	-6%
Professional and Legal Fees	(2,925,854)	-7%
	(12,550,908)	
Funds Utilised on Investment Activities		
Amount spent on business acquisitions	(6,524,246)	-16%
Amount spent on Capital activities (R& D,Construction	(4,036,868)	-10%
	(10,561,114)	
Funds Utilised on Financing Activities		
Repayment of loan and interest	(1,743,043)	-4%
Transfer to Dubai Accounts	(3,629,062)	-9%
Amount paid to Stakeholder	(6,341,853)	-15%
	(11,713,958)	
Net Surplus/Deficit	-	-

41. *We have not attempted to audit the above figures or to agree them into the group financial accounts however some of the more significant headline figures – for example – "Amounts spent on business acquisitions" -are in agreement broadly with the funds we have noted as invested in the acquisition of Technoline and MTrace plc. It is therefore clear that the Ali family were cognisant of what funds were being used for during the VGH era as concessionaire and were potentially collusive in that activity.*

42. *Ms Abbas also attached a Pie Chart, along with the chart and report, to illustrate the disbursement of funds out of the concession. Again, we have reproduced this below as it demonstrates that, although Bluestone/ VGH may claim not to have produced any financial accounts during their period as concessionaire their Finance Controller knew exactly what funds were being received and what they were being used for.*



43. It is again interesting to note that Ms Abbas' findings coincide very closely with the instances of procurement fraud/misuse of public funds and misappropriation of funds noted throughout our report.

Maltese remuneration paid to Ms Abbas was augmented from Dubai

44. Ms Abbas' gross annual salary with VGHM was €40,000 which increased to €90,000 by 2020 when she was promoted to Chief Financial Controller. However, this sum may have been augmented by payments from Dubai and we note that she was also receiving a salary as an employee of Mount Everest and receiving payments from Bluestone. See appendix 1.31 for an analysis of all payments made to Ms Abbas.

45. From a snapshot of Ms Abbas' bank account with Dubai Islamic Bank, account number 002520073537601, we note four transactions from August 2016 to November 2016. These transactions credit the account with approx. AED 80'000 and have descriptions of salary or Mount Everest. [403] These are shown below:

Date	***Description***	***Amount AED***
14 Sept 2016	*Salary Deposit*	*9,772.94*
03 Oct 2016	*Salary Deposit*	*9,814.13*
08 Oct 2016	*Past Salary Mount Everest*	*46,675*
03 Nov 2016	*Salary Deposit*	*14,205.10*
	Total	***80,467.17***

403 [Page 537, JS4 EVIDENCE BAG LC00132348 MISC00001320220119114358.pdf]

46. *We can also separately identify payments to her of €15k from VGH, €43k from Stewards and €9.2k from Bluestone which we believe represent bulk salary payments. This appears to be substantiated from Ms Abbas' FS3 tax returns which we were able to locate in the data. The below table summarises these:*

Year Ended	Gross Emoluments €	Source Doc
31/12/2	36,141.83	[]
31/12/2	88,333.70	[]
31/12/2	106,484.7	[]
31/12/2	109,431.57	[]

47. *Ms Abbas also received substantial bonuses during her employment with VGHM / Steward. On 26 February 2020 she received a letter from Stewards in recognition of her performance for 2019 awarding her a 15% bonus of €13,628.04. [404] This equates to an annual salary of almost €91,000 per annum. We note that this represents a more than doubling of her salary from 2016 when she was paid €36,142.*

Residence

48. *Under Ms Abbas' employment agreement she was provided with an apartment at Tower Mansion Apt 4, Triq bieb it torri, Msida. [405] Bluestone Investments Malta appear to pay for this facility as we have located a rental agreement between Bluestone and Stivala Properties Ltd, for the premises. [406]*

49. *We have located two invoices from Stivala Properties to Bluestone Investments Malta which we believe represent rental payments. [407] We cannot identify these particular payments through an examination of the Bluestone bank account but we have identified 7 similar payments to Stivaia in 2016 and early 2017 totalling approx. 4.9k with the description "Saba ren t".*

50. *We believe that Ms Abbas changed address in late 2019 to 9 Sweet Peas Court, Flat 1A, Triq Langas, Naxxar, NXR 3354. [408] However, we have seen no evidence to suggest that Bluestone Investments paid for this residence.*

Bank Accounts

404 [Page 67, JS4 EVIDENCE BAG LC00123248 MISC00001320220119114358.pdf]

405 [Page 527, JS4 EVIDENCE BAG LC00123248 MISC00001320220119114358.pdf]

406 [Pages 527-608, JS4 EVIDENCE BAG LC00123248 MISC00001320220119114358.pdf]

407 [Pages 543-545, JS4 EVIDENCE BAG LC00123248 MISC00001320220119114358.pdf]

408 [message.body - RE: work permit card]

51. *Ms Abbas received a letter dated 19 November 2016 that advised her that a bank account with had been opened at the Dubai Islamic bank the account number was shown as 002520073537601. [409] Strangely Ms Abbas was sent a letter dated 03 December 2016 by Dubai Islamic Bank advising that the same account had been closed "upon request". [410]*

52. *From our review of the bank statements for this bank account it appears that Ms Abbas was using the account from October 2016 until November 2016. In that time the account was used for three "salary" payments. Two of these receipts provide no further details of the remitter. The third and largest (AED 46,675) was recorded as being sent by Mount Everest GT. The funds were then divested by cash withdrawals and two remittances to what appears to be a family member.*

53. *Ms Abbas also held a bank account with BOV, account number 40024482473. [411] However, we have only been provided with a small number of bank statements for the period October 2018 – December 2018. The main income stream indicated on the bank statements was from Stewards. (The transactions were incorrectly labelled as from VGH due to the fact that Stewards assumed the exact same bank account from VGH.)*

54. *We have summarised the total receipts lodged into her bank account from the bank statements available to us as follows:*

	AED	EUR
Mount Everest	80,467.17	
Bluestone		9,196.00
VGH		15,048.03
Stewards		43,069.03
Total	**80,467.17**	**67,313.06**

55. *We note that this summary of Ms Abbas' bank accounts may not be exhaustive as we believe she may have had other bank accounts in UAE and elsewhere.*

Pierre Sladden, detentur tal-Karta ta' l-Identità bin-Numru 470767(M) - Appendix 1.30:

1. *Pierre Sladden is a significant person to this Inquiry due to his role in the concealed ownership of Gateway Solutions Limited (Gateway) (appendix 2.00). He is a close friend and business associate of Ivan Vassallo who, on paper, was the 100% shareholder of Gateway. However, in our opinion, Mr Vassallo's ownership of Gateway is little more than a front for his associates who included at one time, not only*

409 [Page 531, JS4 EVIDENCE BAG 1\C00123248 MISC0000132022011911435B.pdf]

410 [Page 541, JS4 EVIDENCE BAG 1\C00123248 MISC0000132022011911435B.pdf]

411 [Page 23, JS4 EVIDENCE BAG 1\C00123248 MISC0000132022011911435B.pdf]

Pierre Sladden, but also Keith Schembri, Konrad Mizzi and Adrian Hillman, who each were involved in a conspiracy to become the private owners of Gateway and therefore Technoline.

2 *Concealed ownership is a recurring theme in this Inquiry. Concealing the true ownership of Gateway was required given that Schembri, Mizzi and others planned to use it to acquire Technoline Limited (Technoline) (appendix 2.20) which would then be awarded an exclusive supply contract by Vitals Global Healthcare Limited (VGH) (appendix 4.01). The exclusive supply contract, which was only put into place following Gateway's acquisition of Technoline's shares, enabled Technoline's owners to generate substantial profits, from what was in essence, a public service contract given that VGH was a publicly funded entity.*

3. *In our opinion, the exclusive supply contract awarded in April 2017, together with the €5 million provided by VGHM to purchase those shares, formed part of the remuneration for Schembri and Mizzi in lieu of their influence within GOM that ensured the Concession was awarded to VGH a start-up company with no experience in healthcare and without the prerequisite funding to finance the development of the hospitals.*

4. *Prior to his involvement with Gateway / MMXVI (appendix 2.10), Pierre Sladden was a long term business associate of Keith Schembri and Adrian Hillman (appendix 2.25). From 2012, the three were joint owners of a Cypriot company, A2Z Consulta Ltd, which formed part of an offshore structure which also included the three men's respective BVI companies, all of which were planned and managed by Nexia BT.*

5. *Within a few weeks of GOM's award of the Maltese Healthcare Concession to VGH, in July 2015 Brian Tonna (appendix 10.01) had scheduled a meeting with Pierre Sladden to discuss Technoline. Later that year and into early 2016, Nexia BT made plans for what was to have been Technoline's group structure and private shareholding.*

6. *At the same time, in July 2015, Ivan Vassallo (appendix 1.12) set out detailed plans of the proposed shareholding for Gateway whereby we consider Keith Schembri, Konrad Mizzi, Pierre Sladden and Adrian Hillman were each allocated individual shareholdings of 25% / 22.5%.*

7. *Ivan Vassallo was a close personal friend and business associate of Pierre Sladden with many WhatsApp messages shared between the two. One WhatsApp group, which involved both men along with Natale Inturri, was named the "Malta Trilogy". The messages within this WhatsApp group reveal how the three facilitated kickbacks from Sirimed (appendix 2.60), a construction company that worked on the Barts Medical School project including how the kickbacks were to be laundered through Swiss company, Accutor AG (appendix 3.61).*

8. *In our opinion Eurybates, MMXVI (appendix 2.10), Gateway (appendix 2.00), Technoline (appendix 2.20) and Astromedic (appendix 2.15) were each being operated under the same private ownership arrangement, with Ivan Vassallo's public 100% shareholdings in each of Gateway/ Technoline and Eurybates being privately limited to just 10%.*

9. *Pierre Sladden's 40% shareholding in MMXVI was to be held through corporate nominee, BTI International Limited, and would have given him a 20% shareholding in Gateway.*

10. *We consider Pierre Sladden was a concealed owner of Gateway in light of the following evidence: -*

    - *Use of the initials "PS" from July 2015 onward in Ivan Vassallo's diary regarding the Gateway shareholding*
    - *A promise of sale agreement for 45% of the shares in Gateway prepared for Ivan Vassallo*
    - *The meeting in July 2015 with Brian Tonna regarding Technoline*
    - *His 40% shareholding in MMXVI as a holding company for 50% of Technoline*
    - *Messages with Keith Schembri which showed their ongoing interest/ association in Gateway/Technoline including up to the date that Gateway purchased the shares in Technoline in 2017*
    - *Ivan Vassallo's request that Mr Hillman and Mr Sladden should attend a meeting at Nexia BT regarding Gateway*
    - *The previous relationship and level of trust that existed between Pierre Sadden, Keith Schembri, Adrian Hillman, and Brian Tonna*
    - *Mr Sladden's involvement in the "Malta Trilogy" group and willingness to conspire with others to secure kickbacks and launder the proceeds of corruption*

11. *We also consider that the identification of Pierre Sladden as the 'PS' in Mr Vassallo's diary further increases the probability that the 'K' denoted by Mr Vassallo was Keith Schembri (and by extension that the second 'K' was Konrad Mizzi).*

Business relationship with Keith Schembri & Adrian Hillman

12. *Pierre Sladden, Keith Schembri and Adrian Hillman have a long and pre-existing business relationship. As we have detailed in appendix 2.25, all three were joint and equal shareholders of an offshore company called A2Z Consulta Limited (A2Z) which formed part of a corporate structure that, like MMXVI (appendix 2.10) and Astromedic (appendix 2.15), was planned and managed by Nexia BT.*

13. *Incorporated in Cyprus on 2 October 2012, A2Z's ownership was split three ways between Hillman's BVI company, Lester Holdings Group Limited, Sladden's BVI company, Blue Sea Portfolio Limited, and Schembri 's, BVI company, Colson Services Limited, with each holding 333 shares and 1 share in common.*

14. *The group of companies served as an offshore structure through which consultancy charges were levied on Pierre Sladden's construction company, Redmap Limited. Under the arrangement, A2Z, owned by Sladden, Schembri and Hillman, would generate revenues of over €300,000 per annum from Redmap and incur subcontractor costs of €250,000 per year from Blue Sea, yielding a gross profit for the company of €50,000 per year. A2Z's financial statements suggest that this is what happened in each of the first 3 financial years from 2012 to 2014. [412] [413] [414]*

15. *Why profit from construction initially earned by Redmap would be split with Schembri and Hillman (via their offshore companies Lester and Colson) when Blue Sea (an offshore company owned by Sladden) was allegedly carrying out all the consultancy work requires explanation. Indeed, why the service arrangement needed such offshore secrecy also requires explanation. What in our opinion would make sense of the arrangement would be if Sladden and Redmap became involved in the Times of Malta building project only with the permission of Hillman and the influence of Schembri.*

16. *The offshoring of this commercial relationship between the three and the secrecy offered through the use of Cypriot and BVI companies illustrates that Mr. Schembri, Mr. Hillman and Mr. Sladden were previously connected through the four offshore companies, each of which were facilitated by Nexia BT.*

Links with Ivan Vassallo

17. *Pierre Sladden and Ivan Vassallo are long-term personal friends as demonstrated over many emails, text messages and WhatsApp messages that show them to be in regular contact. Their association and friendship extending beyond their business relationship with plans to holiday and have dinner with their wives and socialise together it is clear they have a friendship.*

18. *In February 2012, Ivan Vassallo assisted Pierre Sladden to appeal a tender decision [415] and they have several business interests in common,*

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412 [A2Z CONSULTA LTD.MSG--other doc 2012.pdf]

413 [A2Z CONSULTA LTD.MSG- other doc 2013.pdf]

414 [A2Z CONSULTA LTD.MSG-- other doc 2014.pdf]

415 [RE Tender for the Execution of Embellishment Works at Te'Maqluba Area L O Qrendi.msg]

Mr. Sladden and Mr. Vassallo are linked through their respective associations with Eurybates Limited (appendix 3.74), Encore Trading Limited (appendix 3.78) and MMXVI Limited but their personal relationship predated each of these business connections.

Encore Trading Limited

19. *As we set out in appendix 3.78, Encore Trading Limited (Encore) was, in our opinion, fronted by Pierre Sladden's son, Jean Claude Sladden, in an arrangement of convenience for Ivan Vassallo who was in control of the company.*

20. *Encore had only one significant income stream flowing from a relationship between it and two Greek Engineering firms operating through a Joint Venture (JV) called JV SALFO S.A. – ADO S.A. In 2018 the JV was awarded a tender valued at €4,250,000 for the provision of its consulting engineering services in connection with the development of the Paola Primary Health Care Southern Regional Hub, a project under the auspices of OPM and the Department of Health. Encore received four payments totalling €98,810 from the JV on 17, 18, 19 and 21 October 2019. [416]*

Joint Venture with Nexia BT

21. *On 13 August 2014, Ivan Vassallo forwarded to Pierre Sladden a draft joint venture (JV) agreement between Gateway and Nexia BT that he had just received from Anita Aloisio of Nexia BT. [417] [418] This draft of the agreement stated that the Parties,*

".. .agree to form a joint venture for the purposes of collaborating on tenders for the provision of training services at Mater Dei Hospital and/or other public service entities..."

"The core business of the Joint Venture shall be to collaborate on the provision of training services for the healthcare sector..."

22. *To share the draft JV agreement, Vassallo first sent the email from his Gateway email to his personal Gmail account and from here he sent it to Pierre Sladden at his 'redmap@malta.net' email address, all within ten minutes of receiving the agreement from Nexia BT. [419]*

23. *This appears unusual as Pierre Sladden was not a party to the agreement and as far as we know he had no connection to or experience*

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416 [General Ledger - Encore Trading Ltd V1 3.01.2021.xlsx]

417 [146-94(1).partial.emlx]

418 [Joint Venture Agreement.docx]

419 [146-94(1).partial.emlx]

with the provision of training services to public service entities either in the healthcare sector or otherwise.

24. *We consider the urgency with which Ivan Vassallo shared it (he would barely have had time to read it before sending it to Mr Sladden) and the routing of the agreement through a non-Gateway email address suggests that, not only was it important that Pierre Sladden receive the agreement as early as possible, but Mr Sladden's involvement had to be obscured, otherwise Ivan Vassallo could simply have forwarded it from his Gateway email account.*

25. *On 6 October 2014 Mr Vassallo replied to Anita Aloisio with amendments to the draft removed references to Mater Dei and broadened the scope from healthcare to unspecified "public service entities". [420] The redrafted JV agreement now stated that,*

    "The Parties agree to form a joint venture for the purposes of collaborating on tenders for the provision of training services to public service entities."

    "The core business of the Joint Venture shall be to collaborate on the provision of training services."

26. *The later version which incorporated the amendments noted above was signed by Ivan Vassallo on behalf of Gateway and Anita Aloisio on behalf of Nexia BT and backdated to 8 August 2014. [421]*

27. *The joint venture agreement did not generate any activity or income for Gateway so we did not consider it any further however it demonstrates the close relationship between Gateway and Nexia BT in August 2014 and also the early link between Sladden, Gateway and Nexia BT.*

Acquisition of Gateway /Technoline

28. *As we have set out in detail at appendix 2.00, we suggest that following the award of the Concession in July 2015, Keith Schembri, Konrad Mizzi, and their associates set out to become the owners of Gateway and that it would be used to purchase Technoline.*

29. *In our opinion, their intention was to use public funds, misappropriated from the Concession, to fund the acquisition of Technoline and that following this, Technoline would enter a multi-million Euro contract with Vitals Global Healthcare (VGH) for the exclusive supply of pharmaceutical and medical supplies.*

30. *Participation by the Concession operators was key to the plan and what would be a win/win scenario for Gateway's owners. Acquiring*

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420 [Joint Venture Agreement V2...docx]

421 [IVA Gateway Solutions.pdf]

Technoline for no initial outlay, the exclusive supply contract would generate substantial profits as reward meant for Schembri, Mizzi and their associates for their role in ensuring that VGH were awarded the Concession in the first instance.

31. *Throughout 2015 and 2016 both Schembri and Mizzi were kept informed of Gateway's sensitive business information specifically the sale of a "Gamma Knife" to VGH that Ivan Vassallo estimated would generate over €4 million profit for Technoline. In turn the deal was estimated to generate €6.4 million for Gateway, i.e., sufficient profit to fund the purchase Technoline's shares.*

32. *The email flow of this information went from Ivan Vassallo to Adrian Hillman to Keith Schembri to Konrad Mizzi. This in our opinion was a practical demonstration of what we believe to have been Adrian Hillman's key function for Mr Schembri, namely acting as a nominee shareholder for him by virtue of the private 45% stake in Gateway afforded to Mr Hillman (and Mr Sladden) free of charge by Mr Vassallo's promise of sale agreements.*

33. *The Gamma Knife plan, which involved an upfront payment from VGH to kickstart the acquisitions, did not eventually proceed as the deal was time-bound and at this time VGH did not have sufficient cash available to cover the deal. Prior to the first injection of GOM funds in September 2016, VGH was effectively insolvent however, once the GOM cash had started to flow, the plan to acquire Technoline could be reignited.*

34. *Naturally, diverting €5 million of taxpayer funds to Gateway could not be carried out in public view so the method chosen was to obscure the source of funding "on paper" by using Vitals Procurement Ltd (Jersey) (VPL) (appendix 2.05) to issue a convertible loan note agreement for €5 million to Gateway.*

35. *Using VPL created the pretence that it was private investor funds that were being used to finance the loan to Gateway however, as we have set out in appendix 2.05, the funds originated from Vitals Global Healthcare Management (VGHM) which effectively meant that the Maltese taxpayer had loaned Ivan Vassallo's Gateway the funds with which it acquired Technoline.*

36. *Concealing Gateway/Technoline's ownership through the use of third-party nominee shareholders and private shareholder agreements placed sufficient distance between Schembri and Mizzi while they were still able to directly influence GOM policy and decision making.*

37. *We can identify no money input to the venture by Sladden which further supports our opinion that he was to act as nominee shareholder on behalf of others, namely Schembri and Mizzi.*

Ownership of Gateway

38. *Gateway was incorporated in April 2010, with Odette Vassallo, the sister-in-law of Ivan Vassallo, recorded as the sole director and registered shareholder of 1,500 shares. [422] On 15 July 2014, all 1,500 shares were transferred to Ivan Vassallo and in August 2014, Odette Vassallo resigned as director and secretary and was replaced by Ivan Vassallo. [423] [424]*

39. *On 16 December 2015, Ivan Vassallo emailed Adrian Hillman a copy of the Gateway Memorandum and Articles of Association [425] [426] and stated he had been the ultimate beneficial owner of Gateway since its formation in 2010,*

    "Good morning Adrian,

    I am attaching the M&As for Gateway Solutions Limited (at that time I had asked my sister in law to appear for me. I had taken over last year. I am also attaching the form K for this)..."

40. *From the above email, we consider that as the true beneficial owner of Gateway from 2010, Ivan Vassallo was practiced in the use of concealed ownership as his sister-in-law was registered as the owner of Gateway since incorporation.*

41. *Following the award of the Concession to VGH, Ivan Vassallo's official ownership of 100% of the shares in Gateway became subject to various pieces of planning to transfer 90% of his shares in Gateway by means of private agreements.*

42. *On 9 July 2015, days after the award of the Concession tender, Vassallo recorded alternative shareholdings for Gateway which ascribed shareholdings to four persons marked only with the initials "PS, AH, K and K". [427]*

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422 [Certified true copy of the M&A.pdf - Pages 3-5]

423 [Certified true Copy of the M&A.pdf - Page 1]

424 [Certified true copy of the M&A.pdf - Page 2]

425 [259290.emix]

426 [Gateway Solutions Ltd – M&A pdf]

427 [doc00008920210421092404.pdf]

43. *Beside each set of initials Mr Vassallo noted '20' so attributing a combined shareholding of 80%. In an alternative and perhaps preferred scenario, denoted by a drawn box, Mr Vassallo ascribed a value of '22.5' to each of the same four sets of initials, giving the four a combined shareholding of 90%, with the remaining 10% seemingly left unallocated but most likely allocated to Mr Vassallo himself.*

44. *We note that on 24 July 2015, Mr Vassallo exchanged emails with Larry Formosa of Cosrya Legal in relation to Gateway's shares and its purchase of Technoline during which he stated, "...I shall inform my partners and revert shortly." [428] Larry Formosa later replied, "...the fee also includes all that is needed to transfer Gateway Solutions shares from yourself to third party investors and also including modifications to the Memorandum and Articles of Association." [429]*

45. *Further reference to the initials "PS" appeared in Ivan Vassallo's diary in an undated page which sits between other pages which are dated 23 and 28 July 2015. [430] [431] [432]*

> *"1 Gateway gets 4 more shareholders*
> *PS – nominee*
> *AH – nominee*
> *X – nominee*
> *Y – nominee*
> *2 Technoline Acquisition by Gateway Solutions*
> *3 Financing"*

46. *In another diary entry on 9 February 2016, the initials "K, K, B, ?, AH, PS, IV" were each used in a group company structure depicting "T" (Technoline) owned by "GWS" (Gateway) which in turn would be owned by two holding companies 'MMXVI' and 'HC A' which we expect refers to "Holding Company A". The letters "K, K, B, ?" were written beside "HC A" and "AH, PS, IV" beside MMXVI in what appears to signify the owners of the two holding companies. [433]*

Promise of sale agreements

47. *On 29 December 2015, Claire Camilleri, a notary sent Ivan Vassallo a single draft agreement she had prepared in relation to the proposed*

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428 (61267~.partial.emlx)

429 (61267~.partial.emlx)

430 (doc00 -00932021042109245 1.pdf)

431 (doc00 -00952021042109254 8.pdf)

432 (doc00 -00942021042109250 3.pdf)

433 (doc00 -01752021042109464 7.pdf)

transfer of 90% of Mr Vassallo's shares in Gateway to Pierre Sladden (45%) and Adrian Hillman (45%). [434] [435]

48. *Thereafter, the single draft agreement was seemingly converted by Ivan Vassallo on 5 January 2016 into two separate agreements, one for each of the separate transfers of 45% shareholdings to Adrian Hillman [436] and Pierre Sladden [437] for no consideration:*

"Therefore, by virtue of this agreement the Transferor hereby promises, undertakes to transfer to the Transferee, who accepts, and for no consideration whatsoever forty-five per cent (45%) of the one thousand five hundred (1500) Ordinary Class A Shares which the Transferor holds in the Company"

49. *We did not locate signed copies of either agreement or any evidence that they had been shared with Sladden and Hillman.*

MMXVI

50. *As early as July 2015, Brian Tonna was in discussions with Pierre Sladden in regard to Technoline. Jeanette Pisani, who was Brian Tonna's PA regularly sent an early morning message which contained a list of Brian Tonna's meetings for the day ahead.*

51. *On 28 July 2015, one of that day's meetings was listed as "Pierre sladden and techno line" [438]*

52. *As set out in appendix 2.10 on MMXVI, between December 2015 and February 2016, Nexia BT made plans for the shareholder composition of MMXVI and the structure of the newly proposed Technoline group. We consider it significant that the Nexia BT's suggestions for a new Technoline group of companies including the potential dividend strategies which were shared with Keith Schembri and Konrad Mizzi however, Ivan Vassallo as Gateway and registered owner did not receive this key information.*

53. *Incorporated in Malta on 12 February 2016 [439] MMXVI' shareholders [440] were Pierre Sladden and Adrian Hillman, each held 480 out of 1,200 shares (40% each) through BT International Limited who acted as*

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434 [1 2371-partial.emlx]

435 [8_ATCH TP1S DOK CCX00020820 20603092230 pdf - Pages 3-5]

436 [A HPOS Transfer of shares.doc]

437 [P POS Transfer of shares.doc]

438 [Page 12905 from Report.pdf]

439 [MMXVI Ltd.pdf - Page 1]

440 [MMXVI Ltd.pdf - Page 6]

a corporate nominee. The remaining 240 shares or 20% of the share capital was personally owned by Ivan Vassallo. MMXVI did not trade, did not have a bank account, and was put into voluntary liquidation on 15 July 2017.

54. *Despite being a majority shareholder alongside Adrian Hillman, Pierre Sladden's involvement with MMXVI was extremely limited. Other than letters of engagement, letters of service and letters of termination between BT International Limited and Pierre Sladden, we did not identify any emails or correspondence between him and Nexia BT and it remains questionable why he chose to use BT International as a nominee shareholder.*

55. *On 14 December 2015, Antionette Scerri of Nexia BT emailed Ivan Vassallo in relation to an engagement letter for Gateway. [441] [442]*

56. *Ms Scerri commented:*

    "Can we meet this week so we start working on the documentation in relation to the share transfers and explain the structure that shall take place if new shareholders will join in coming years"

57. *Ivan Vassallo forwarded the email to Adrian Hillman commenting: "I think that this is a meeting that Pierre and yourself should attend" to which Mr Hillman replied: "Yes but you need to be there too". [443]*

58. *On 13 January 2016, Keith Schembri received, and forwarded to Konrad Mizzi, an email from Nexia BT setting out two options for Gateway / Techno-line's future structure. [444] Later that same day, Brian Tonna emailed a meeting invite to Ivan Vassallo, Pierre Sladden, and Adrian Hillman. The meeting was scheduled for 15 January 2016. [445]*

59. *It is noteworthy that the meeting was arranged by Nexia BT within hours of Mr Schembri receiving Nexia BT's email on the options for Gateway / Technoline structure.*

60. *MMXVI did not proceed to be one of the holding companies for Gateway as planned and we consider that the release of the Panama Papers from early 2016 which brought increased attention and public scrutiny on Brian Tonna and Nexia BT may have contributed to the change of plan.*

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441 [12046.partial.emlx]

442 [GSL – Tax engagement Letter.pdf and 13158.partial.emlx]

443 [12046.partial.emlx]

444 [112544.partial.emlx]

445 [message.body - Ivan Vassallo _ Adrian Hillman_ Pierre Sladden msg]

Deborah Chappell emails

61. *On 19 October 2016, Ivan Vassallo shared two emails regarding Gateway's Note Subscription with Pierre Sladden which had been sent to him the day previous by Debo rah Chappell.*

62. *Some months later, on 8 May 2017, Deborah Chappell emailed Mr Vassallo, [446]*

    "Quick question who is Pierre Sladden? Is he connected to Technoline?"

63. *Ms Chappell also sent Mr Vassallo a graphic depicting a link between Mr Sladden and Technoli ne and referred to a website called 'maltascandals.com'. [447]*

64. *Mr Vassallo replied,*

    "He has absolutely nothing to do with Technoline. Or Gateway. He is an acquaintance of mine."

    "Hmm. He had a BVI. Can't see any relationship to either Tech or VGH."

65. *The reference to the "BVI" sug gests that Vassallo was aware of Sladden's BVI company Blue Sea Portfolio (see appendix 2.25). Ms Chappell replied,*

    "Sure just wanted to give you a heads up ☺"

66. *Whilst Pierre Sladden had no public association with Gateway or Technoline, Mr Vassallo was conveniently omitting plans for Mr Sladden to become a shareholder of Gateway and Technoline through MMXVI or that in January 2016 he had instructed Promise of Sale documents to be drawn up that would have transferred 45% of the shares in Gateway to Mr Sladden. [448]*

67. *Clearly, Mr Vassallo was keeping Ms Chappell in the dark about the previous plans and ownership structures for Technoline and Mr Sladden's various connections to Gateway/Technoline. We consider that had the plan to change the ow nership of Gateway by way of the Promise of Sale agreements or through the corporate structures planned by Nexia BT been in any way legitimate, there would have been no reason*

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446 [chat- 615.txt - Page 23 of PDF Version]

447 [chat- 615.txt (Page 23 and 24 of PDF Version) and IMG_7608.JPG]

448 [PS PCS Transfer of shares.doc]

for Ivan Vassallo to hide Pierre Sladden's involvement from his lawyer, Ms Chappell.

Keith Schembri WhatsApp

68. *Pierre Sladden and Keith Schembri exchanged a series of WhatsApp messages between 1 January 2017 and 14 September 2018. Their messages in this period included twenty-five references to a person called 'Ivan'. Whilst we cannot say with certainty that each of the twenty-five references to 'Ivan' was a reference to Ivan Vassallo, a number were obviously references to Ivan Vassallo. None of the twenty-five references to 'Ivan' distinguished the name by using a surname so we consider it likely that most if not all were references to the same Ivan, namely Ivan Vassallo. [449]*

69. *We observe that the messages referencing 'Ivan' generally took the form of Mr. Sladden sharing news with Mr. Schembri relating to 'Ivan' including updates on Ivan signing the share purchase agreement between Gateway and Technoline in February 2017 and the Barts Medical School construction project in 2018.*

70. *On 14 February 2017, Pierre Sladden noted, "Ivan ifirma nofs il kumanija I lum".*

"Ivan signed for half of the company today."

Translation provided by Magistrate Gabriella Vella.

71. *This was the day that Ivan Vassallo signed for half of Technoline's shares (i.e., the half owned by GAE) meaning that Pierre Sladden was referring to Ivan Vassallo here. Mr. Sladden's message indicates an enduring respective involvement for Mr. Schembri and Mr. Sladden in the purchase of Technoline that had been structured for Ivan Vassallo and his associates by Nexia BT between December 2015 and February 2016.*

72. *On 13 March 2017 Mr. Sladden commented, "Qedin meeting ivan u jien intaqjna ma group ta kumpaniji li jibnu u jifinishjaw l isptaeijiet."*

"Ivan and I are having a meeting with a group of companies that build and finish hospitals."

Translation provided by Magistrate Gabriella Vella.

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449 [chat-SD4.txt]

73. *We consider it more likely than not that Pierre Sladden was referring to Ivan Vassallo here as on 12 February 2017 both Pierre Sladden and Ivan Vassallo had been sent the company profile of Sirimed by Natale Inturri. [450]*

74. *After the appointment of Sirimed as the main contractor on the Barts Medical School construction project, Ivan Vassallo, Pierre Sladden and Natale Inturri created their 'Malta Trilogy' WhatsApp group.*

75. *On 11 April 2017 Pierre Sladden sent Keith Schembri a picture of Ivan Vassallo. In the picture Mr. Vassallo sits at a restaurant table with his eyes closed. Mr. Schembri commented "Min hu" to which Mr. Sladden replied, 'Ivan ta Technoline'. This was just days after Gateway had purchased the remaining shares in Technoline on 6/7 April 2017 and, in conjunction with Mr. Sladden's message to Keith Schembri on 14 February 2017, further indicates Mr. Schembri's and Mr. Sladden's continuing interest in Mr. Vassallo's purchase of Technoline. [451]*

76. *On 8 January 2018 Mr. Sladden commented:*

"Bongu ghandi bzonn parier qijjad meeting ma ivan u muhamed il proggect manager tal vgh ghax sibtielhom kumpanija taljana biex jibnu barts fast u qed narraw perit biex juzaw mal mepa lil mien tisugeriexi ghax jien semmejtielhom bhal collin zammit jew ap jew muzumeci xtahseb."

"Good morning, I need advice on a meeting with Ivan and Mohammed, the project manager of VGH, because I found an Italian company for them to build Barts fast and they are telling an architect to use with MEPA, who do you suggest because I mentioned them like Collin Zammit or Musumeci he thought."

Translation provided by Magistrate Gabriella Vella.

77. *This was another reference to Ivan Vassallo because Mr. Vassallo, as noted below, was involved with Pierre Sladden (and Mohammed Elawiss, VGH/Steward's construction project manager) on the Barts Medical School construction project. Furthermore, Mr. Sladden's request for advice from Mr. Schembri on the matter indicates Mr. Schembri's influence over Pierre Sladden and by extension, Ivan Vassallo and Mohammed Elawiss.*

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450 (6308 partial.emlx)

451 [c27b2d04-eb68-4501-9...54e-38b0ca50c112.jpg and chat-504.txt (Page 20 of PDF Version)]

78. *Thirteen messages were exchanged on 14 July 2018. Mr. Sladden reported that Ivan had met Asad and the remaining messages indicate that a further meeting was required with Mr. Schembri.*

79. *On 13 September 2018, Pierre Sladden and Keith Schembri exchanged the following messages, [452]*

"Xhienatkun tista cempilli wahda please urgenti thank you"

"When can you call me urgent thank you"

"Ghax tried inkelmek fuq ivan u lkumpanija."

"Because he wants to talk to you about Ivan and the company."

"Qed rasi I isfel - ha nkellmek"

"I have my head down – I'm talking to you"

Eurybates Limited

80. *Eurybates Limited (Eurybates) was another company which on paper was fully owned by Ivan Vassallo however, in our opinion, he fronted the company in order to conceal its true ownership.*

81. *Incorporated by Nexia BT on 18 September 2015, plans to form the company had commenced on 10 September 2015, the day after Projects Malta Ltd formally notified VGH of GOM's intention to award it the services concession.*

82. *As we have set out in detail in appendix 3.74 on Eurybates, in the 6 years between 2016 and 2021, materially all of Eurybates' income was derived from just four businesses namely Italian construction company Sirimed SRL, Technoline, the Ergon Technoline JV and Greek construction company, CERS Group.*

83. *Each of the above were major suppliers to the Maltese Healthcare Concession and Eurybates received income of around €1.9 million from them under the guise of providing construction and IT related consultancy, and administration support services however, in our opinion these services existed only to provide cover for the flow of illegitimate funds originating from the Concession.*

84. *We consider Pierre Sladden to be one of the concealed owners of Eurybates and note that in a document that appears to be paragraphs*

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[452] [iOS (WhatsApp messages 14_09_2018 07_54_34(1).pdf - Page 334]

from Mr Vassallo's last will and testament, he requested that upon his demise, half of the shares in Eurybates registered on his behalf were to be left to Pierre Sladden (appendix 3.74).

Barts / SirEmed / Malta trilogy

85. *As we set out in detail at appendix 2.60, Sirimed SRL is a long-established Italian construction company, formed in 1996. Sirimed's owner and managing director is Giuseppe Rifici.*

86. *As we have set out in appendix 2.60, Sirimed SRL became a major supplier to the Maltese Healthcare concession after winning contracts with Stewards for three construction projects at Barts Medical School, the Anatomy Centre in Gozo, and the Paola Primary Healthcare Southern Regional Hub.*

87. *Sirimed invoiced Stewards for construction work valued at €19 million + VAT and received €23 million in payments from Stewards between May 2018 and December 2020.*

88. *Sirimed paid Accutor AG €500,000 (2 x €250,000) in August 2018 under the guise of consultancy services in what we consider were almost certainly kick back payments made in connection with Sirimed's position as main contractor in the Barts Medical School project.*

89. *Based on the nature of the relationship between Stewards and Accutor, as exemplified in the August 2019 political and government activities agreement between Stewards and Accutor AG (appendix 3.61), the relationship between the Ali family and Accutor, and comments made in the 'Malta Trilogy' WhatsApp thread, we consider the payment was more than likely made for the benefit of the Ali Family and their political and professional associates.*

90. *Ivan Vassallo, Natale Inturri and Pierre Sladden, collectively the 'Malta Trilogy',. discussed and organised documents for the kickback payment from Sirimed to Accutor AG. Ivan Vassallo drafted a backdated contract and invoices which sought to offer legitimacy for the payment while Natale Inturri's liaised with Sirimed's owners and suggested ways to route the money. Within the group chat Pierre Sladden was referred to as 'Big Brother' but for the most part he remained relatively silent. We therefore suspect Mr Sladden's function in the group may have been that of an ob-server who would report the group's activity and progress to a higher authority.*

Clarence John Conger-Thompson, detentur tal-Permess ta' Residenza Malti bin-Numru MT 9289372 - Appendix 1.40:

1. *Clarence John Conger-Thompson is a person of interest to the inquiry as he was employed in a senior role within the hospital concession and yet was in regular receipt of funds from Eurasia Ltd, a supplier to VGH/ Stewards and a company solely owned by Asad Shaukat Ali. Eurasia was the main supplier of IT equipment into the hospital concession throughout 2017-2019. Eurasia Ltd is considered in detail in Appendix 2.40.*

2. *There are a number of key points which make him relevant to the inquiry:*

i. *He was the senior IT Manager for the hospital concession during its operation by both VGH and Stewards. He was paid a gross salary of circa €50k by VGH/Stewards.*

ii. *Eurasia were the major IT supplier for VGH and subsequently Stewards.*

iii. *He ordered the IT equipment for VGH/Stewards from 3rd parties, not Eurasia Ltd, and then arranged for the 3rd parties to invoice Eurasia Ltd who in turn sold the same IT equipment back to VGH/ Stewards at a profit.*

iv. *He lived in a house rented and paid for by Eurasia for at least 6 months.*

v. *He had a private loan agreement drafted with Eurasia Ltd for €80,000.*

vi. *He received payments totalling €158,410 out of Eurasia's main bank account.*

vii. *Once Eurasia got paid for the IT supplies by VGH/Stewards, on the same day or the day following, he received a further bonus payment from Eurasia – which would appear to be a 'commission' earned for securing payment to Eurasia from Stewards on these supplies.*

Details

Name	*Clarence John Conger-Thompson*
Date of Birth	*1 February 1982 []*
Identity card	*MT 9289372*
Social Security No.	*C53250319*
Nationality	*Sierra Leone Passport number ER015742 []*
Position held	*Senior IT Manager - VGH*
Spouse / partner	*Beatrice Conger-Thompson (payments from Eurasia Ltd)*
Data source for the ID & Soc Security nos. above	*[]*

Companies associated with Conger-Thompson

Company name	Company number	Position (ubo, director, shareholder,	Appendix ref
VGH Management Ltd	C70624	Employee - Senior IT Manager	4.10
Stewards Malta Management Ltd	C70624	Employee - Senior IT Manager	4.10
Eurasia Ltd	C54028	Consultant/ Shadow	2.40
Planetcore Ltd	C67447	Employee	6.7

His role within the hospital concession as an employee of VGH/ Stewards

3. *He commenced employment with VGH as the Senior IT Manager for the hospital concession on 1 May 2016 having previously worked as an employee for Planetcore Ltd which is owned by the Ali family (see appendix 6.70). [453]*

4. *His employment with the hospital concession continued after the takeover by Stewards. He was listed on the Stewards payroll in the role of Senior IT Manager as recently as March 2021. [454]*

5. *As the Senior IT Manager for VGH/ Stewards, Conger-Thompson was in the ideal position to select both the IT equipment required by the hospital concession and to choose the IT supplier. He chose Eurasia Ltd, the company solely owned by Asad Ali, and was rewarded by commission payments which are set out in detail below.*

6. *It is clear that he was in a position to order and control the shipment of IT equipment to the concession. On 13 June 2019, there was a Purchase Order for IT equipment for €153K + VAT = €181K from Steward Malta to Eurasia Limited, approved by Nadine Delicata, which indicated that the items should be shipped to Clarence Thompson of Steward Malta Assets Ltd. [455]*

7. *Even though the IT equipment ordered by Conger-Thompson from Stewards was ordered from a number of different IT suppliers, in the majority of cases, it was invoiced directly to VGH/ Stewards by Eurasia Ltd. Instead of transacting the business directly with the IT supplier, Conger-Thompson allowed Eurasia to act as the unnecessary middleman and thereby earn a sizeable commission on each deal. The equipment was*

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453 (batch -cs25 stewardmm.s158.db6000012202[illegible]0809094756.pdf - pg 753)

454 (Master payroll pivot (Steward Malta) - 2016- March 2021.xlsx)

455 ([1]_RE_NAMEOFILE_FW Missing Invoice Part 2 (Eurasia)-0.msg--Xerox Scan_20062015103933.pdf).

ordered by Conger-Thompson from a 3rd party, then invoiced by the 3rd party to Eurasia Ltd who in turn invoiced VGH. Eurasia added on a sizeable mark up to the price that VGH would have paid had Eurasia not been involved in the transaction. It is clear that the transactions were not carried out 'at arm's length' and did not represent the most competitive price available in the open market. Conger-Thompson Thompson thereby facilitated Eurasia (Asad Ali) in overcharging for the IT equipment purchased by the concession.

8. On a VGH staff telephone list dating from 2016, which set out each individual employee's role and position within the organisation, Mr Clarence John Conger-Thompson was stated to be Head of IT within VGH. [456]

9. We note from an email between Conger-Thompson and Saba Abbas and others on 12 February 2021, which was signed off by him as IT Manager Steward Health Care Malta, that his role within the IT department of the organisation appeared to have continued after the takeover of the concession by Stewards. [457]

10. He was also shown as an employee on Stewards payroll summaries printed off in May 2021. The payroll printouts for Stewards show Clarence Conger-Thompson as an employee of Vital Global Healthcare as an IT Manager in Corporate division. The summary showed his employee number as 0127757A with a starting date shown as 01/05/2016. There is no date of termination shown which implies he was still employed as at May 2021. In March 2021 his Gross monthly salary was shown as €4,135.18 which equated to an annual salary of circa €49,622. [458]

His close relationship with the Shaukat Ali family as an employee of Planetcore Ltd

11. Planetcore Malta Ltd, C67447, was another company owned by companies controlled by the Shaukat Ali family. Its links to the Shaukat Ali family and to Eurasia are considered in further detail at Appendix 6.70. Clarence Conger-Thompson was an employee of Planetcore before he commenced working for VGH/Steward.

12. On 14 December 2016, Christopher Spiteri, who acted as Auditor and accountant for the Ali family, for Eurasia Ltd and for the VGH companies, emailed Clarence Conger- Thompson stating –

"as you have commenced employment with VGH on 01/05/2016 we will revise your Planetcore FFS forms as follows: terminate you as an employee of Planetcore from 30/04/2016 and deregister the PE number of

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456 (Vitals Contact Numbers.docx)

457 (message.body — Fwd: [external] - Re - Elektro Services)

458 (Master payroll pivot (Steward Malta) - 2016-March 2021.xlsx)

Planetcore as at 30/04/2016. social security deductions for 4 months out of Planetcore were €1,044.45 " [459]

13. *There was a flow of funds of €50,000 from Planetcore into Eurasia Ltd- see Appendix 2.40. The fact that Planetcore transferred funds into Eurasia Ltd which in turn made payments to Conger-Thompson throughout the period of the hospital concession underscores the close relationship between the Shaukat Ali family and Conger-Thompson.*

His role in Eurasia Ltd – potentially a 'shadow director'

14. *Conger Thompson was not just a consultant receiving commission payments from Eurasia. It is clear that he played a much more significant role in the business operation of Eurasia. This is highlighted repeatedly in the email communications between Asad Ali, Conger-Thompson and Christopher Spiteri's office.*

15. *Despite being the 100% shareholder of Eurasia, any time Asad Ali received emailed enquiries about invoices/ transactions or financial dealings from his accountants about Eurasia, he referred all queries about the financial operation of the company to Clarence Conger-Thompson. For example:*

    i. *In email dated 4 September 2019, Asad Ali replies to a request sent by Angela Debono to Conger-Thompson , Wajid Ali and himself by stating –*

"Firstly I kindly advise you not to use our Steward or VGH email addresses for further communications related to Eurasia Ltd. This will put us in a case of conflict of interest and we will not be tolerating that. Secondly, Mr Clarence Conger–Thompson is charge of providing all necessary paperwork related to this audit and he should be contacted directly." [460]

    ii. *In her reply to that email, Angela Debono stated that she used – "... the only email we have to contact him to office...". So it is clear that Spiteri, and the staff in his office, understood the close link between Conger-Thornpson and Eurasia and in fact were used to contacting him at his VGH/Steward office. [461]*

    iii. *In an email dated 18 June 2020, Angela Debono of Spiteri's office requested Clarence Thompson to provide missing details of financial transactions from 2017 to 2020. [462]*

This is of particular significance when we note the pivotal role Conger -Thompson also played as a Senior IT Manager in VGH/Stewards.

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459 (message.body - Fw: Clarence Thompson FSS forms)

460 (message.body - Re: Eurasia Ltd – VAT Returns)

461 (message.body - Re: Eurasia Ltd – VAT Returns-1)

462 (message.body - Eurasia – Missing Documents)

Funds flow from Eurasia Ltd to Conger-Thompson

16. As a reward for placing Eurasia as the 'middleman' in the VGH IT purchases, Eurasia made a large number of 'commission' payments to Conger-Thompson during the period when the IT supplies were made. The bulk of the purchases were made in 2019 and the largest payments to Conger-Thompson out of Eurasia's main bank account were also made in that year.

17. The amounts he received from Eurasia Ltd are set out in detail in the financial summary of Clarence Conger-Thompson at Appendix 1.41. A summary of the payments in the period 2015 to 2021 is shown below:

2015	2016	2017	2018	2019	2020	2021	Total
€	€	€	€	€	€	€	€
1,528.43	1,378.23	16,672.89	38,427.61	93,645.28	4,895.00	1,863.00	158,410.44

18. The description of the payments made to him by Eurasia as per the bank statement can be further analysed as follows:

Category	€
Expense	76,643.83
Invoice	9,158.00
Loan	-43,430.00
Salary	-
Travel	-
Barts	21,078.61
Shipping	8,100.00
IT Services	-
Grand Total	1 58,410.44

19. The analysis by year shows that he received over €93,000 from Eurasia in 2019, the year when the bulk of the IT equipment was purchased from Eurasia by Stewards, his employer. These payments from Eurasia were in addition to his salary and performance bonus paid by Stewards for his role within the hospital concession. It is clear he was acting for both sides of the purchase transactions – for his Employer, Stewards, and for the Supplier, Eurasia – and getting paid a commission for doing so.

Accommodation provided by Eurasia

20. There was a Letting agreement dated 28 June 2018 between Clarence Conger-Thompson on behalf of Eurasia Ltd as Lessee and Mr Eyad Hishmeh (0C4298 CM) as Lessor of a property at Flat 8, Little Corner, Doctor Anton Tabone Street, Victoria, Gozo for €675 monthly payable in advance for 6 months = total cost of €4,050.

21. This is pertinent for two reasons:

i. *Firstly, because it makes clear that Clarence Conger-Thompson was authorised to sign legal documents (a lease) on behalf of Eurasia Ltd – a company in which, according to Malta Business Registry, he did not hold any shareholding or directorship. It has been established that Clarence Conger-Thompson was employed by the Steward Malta group at this date yet he was also the tenant of a property leased by Eurasia Ltd. He was identified as the Lessee on the final page of the lease - Lessee ID number 0127757A with his occupation as IT Manager. Yet he signed the lease agreement on behalf of Eurasia Ltd. [463]*

ii. *Secondly, it would appear that Conger-Thompson was content to live in a property leased by Eurasia Ltd and allowed his rent to be paid in full for 6 months in advance by the same company which he had selected to become the main supplier of IT equipment and supplies to his Employer's company – Steward Malta. [on 28/06/2018 there is a payment to Mr Hismeh, the landlord of the property, of €4,326.75 out of the main Eurasia BOV bank account – see Eurasia bank statements filed at Appendix 2.41].*

Private 'loan' agreement with Eurasia

22. *In a further illustration of conflict of interest, there was a draft private Loan Agreement dated 22 March 2019 between Eurasia Limited and Mr Clarence John Conger-Thompson (identified by his Sierra Leone Passport number ER0-15742) in which Eurasia agreed to lend the sum of €80,000 to him. The loan had no fixed date of repayment or interest. The agreement was to be signed off by Asad Shaukat Ali and by Conger-Thompson. [464]*

23. *We have not located a signed copy of the loan agreement although there are several drafts and emails exchanged concerning the loan. The word version of the draft agreement was created by Jonathan Vella of Christopher Spiteri's office, accountant for both Eurasia and for Stewards, which is unusual. Jonathan Vella emailed the loan agreement to Clarence Conger-Thompson on 22 March 2019 (with Christopher Spiteri copied in) seeking his (Thompsons) approval of the wording of the draft. [465]*

24. *Eurasia made numerous regular payments to Thompson including one payment of €40,000 on 28 March 2019 described on the bank statement as a 'loan'. [see Appendix 1.41 showing analysis of the payments to Conger-Thompson out of the Eurasia main bank account).*

25. *Like other alleged 'loans' involving the Ali family and their cohorts, this was not a loan in any commercial sense. It was not repaid and the agreement did not contain any terms on repayment. In our opinion, it*

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463 [BATCH C576 EURASIA LTD BOX DE32000057202203 1 0034750.pdf - Page 143]

464 [loan clarence.pdf]

465 [message.body - -22.msg]

was a kick back/ commission both for ensuring that Eurasia secured the IT contract with VGH and for ensuring there was no open tender or competition for that supply chain. Eurasia then also paid him a regular smaller top up bonus payment on the same day or within a few days of the company receiving payment from VGH/Stewards for the IT equipment.

Attaul Wasay Bhatti, detentur ta' Passaport Ġermaniż bin-Numru C1MX6FTV3 u ta' Passaport Svizzeru bin-Numru CH1H70W63, Appendix 1.50:

1. *Bhatti is the chairman of the Accutor group of companies headquartered in Switzerland. Their bank accounts received millions of Euros from entities connected to the key players involved in the concession including Shaukat Ali (Shaukat) and his family, Ram Tumuluri (Tumuluri), Steward and Sirimed. It also distributed millions of Euros to key players of interest to the Inquiry including Shaukat, Tumuluri, Schembri and Muscat and through its suppliers' formed relationships with Mizzi.*

2. *We do not have access to the records of these Swiss companies which greatly limits our understanding of these transactions and the role that Bhatti's organization played.*

3. *Our detailed findings in relation to the companies connected to Dr Bhatti are contained in the following appendices:*

	Appendix
Accutor group of companies including Accutor AG	*3.61*
VGH Europe Ag - later known as Accutor Consulting Ag	*3.62*
Spring Healthcare Services AG	*3.72*

4. *The parent company of the Accutor group of companies is Accutor AG. Other Accutor companies that are relevant to this Inquiry are VGH Europe AG (renamed Accutor Consulting AG some months after the Steward take over - appendix 3.62), Spring Healthcare AG (appendix 3.72), Spring XMedia AG (appendix 3.71) and Accutor Ltd.*

5. *Bhatti is apparently a Pakistani national residing in Zurich. As evidenced in this appendix and others including 3.61, 3.62 and 3.72 he is a close associate of both Shaukat Ali and Keith Schembri.*

What was the role of Dr Bhatti and Accutor

6. *There are at least three possibilities for the role that Bhatti and his companies played. Given the importance of his role in interpreting the implications of the transactions we are seeing, we have discussed these three possibilities below.*

    a. *Bhatti owned all the Swiss companies and received and made the payments in his capacity as owner and at times may have employed*

some of the key players in this inquiry as either employees or consultants. Companies such as VGH Europe Ltd and Spring Healthcare Services Ltd should be treated as subsidiaries of Bhatti's holding company Accutor AG under his sole control.

b. *Bhatti provided unofficial transaction services to certain clients without the knowledge of his Accutor partners and staff. Bhatti simply allowed the bank accounts of the Accutor group of companies to be unofficially used by certain "clients" and their companies / entities. These clients utilized this facility whilst retaining control of the monies and Bhatti accepted their directions in relation to it.*

c. *Bhatti was in some form of partnership / joint venture with some of the individuals of interest to this Inquiry by giving players such as Tumuluri, the Ali family, and perhaps others a stake in Accutor AG's subsidiaries such as VGH Europe AG and Spring Healthcare Services AG.*

7. *As more fully explained in appendix 3.61, the evidence we found in the data sets available to the Inquiry include emails, messages, invoices, draft agreements, and bank transfers and testimony provided by former Accutor directors.*

8. *As set out below, from our analysis of the transactions and correspondence we conclude that Bhatti provided unofficial transaction services to his close friend Shaukat Ali and his backers without the knowledge of his Accutor AG partners. We conclude that although Bhatti acted as a front man, he was probably not the sole beneficial owner of Spring Healthcare AG and he probably had no beneficial ownership of VGH Europe / Accutor Consulting AG. He appears to have been the sole beneficial owner of Spring X Media AG.*

The testimony of the owner directors of Accutor AG

9. *In Appendix 1.55 we have summarized the testimony of Kamal Sharma and Tyrone Greenshields the former owner directors of Accutor AG. From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wasay Bhatti they testified that:-*

- *The relationship between Shaukat and Bhatti seemed to be like business partners of some description but outside of Accutor with Shaukat in the background.*

- *Shaukat was definitely the person in charge but in the background often not saying much*

- *Ram Tumuluri was clearly a puppet of Shaukat (who rescued him from financial destitution) and other guys. Mark Pawley was a peer level to Ram Tumuluri*

- *In the beginning there was Mount Everest in Dubai, then they set up Jersey companies (part of which was VGH Europe AG), then they tried setting up stuff in the Caymans.*

- *Sharma understood that VGH Europe AG / Accutor Consulting AG belonged to the Ali family*

- *Sharma understood that Spring Healthcare was a partner company of the Alis and Bhatti*

- *The payment of €250,000 made by Sonia Tumuluri to Accutor in reality was intended for Shaukat in thanks for the settlement he secured for them from Steward.*

- *Bhatti and Lujo Mikulicic were Accutor directors and bank signatories but Bhatti was the one that was orchestrating everything. He told Lujo Mikulicic what to do and Lujo was just a yes person, as was Ata Rahjput*

- *When Sharma and Greenshields fell out with Bhatti, Shaukat and Asad played the role of "punji" or mediator*

"On paper" versus "in reality" ownership

10. *It seems tolerably clear that Bhatti was the principal owner of a large group of companies headed by Accutor AG. However, the testimony of Kamal Sharma and Tyrone Greenshields suggests that whilst on paper he appeared to be the sole owner of Accutor AG, other individuals such as Kamal Sharma and Tyrone Greenshields held (or believed they held) a shareholding and that Bhatti was holding shares on their behalf.*

11. *Such an "on paper" versus "in reality" arrangement is significant. It mirrors the habitual mode of operating favoured by most of the Concession's key players and certainly by Schembri and the Ali family as detailed in appendix 1.01.*

12. *It also seems consistent with Bhatti's role with what appear to be "clients" of Accutor such as VGH Europe AG (later renamed Accutor Consulting AG) and Spring Healthcare Services AG. It is unclear whether Bhatti had any stake in those two companies and in the case of VGH Europe AG it seems probable he had none, at least until early 2018 when the company changed its name. But it seems tolerably clear that even if he was eventually given a stake he was not the sole*

beneficial owner and that Schembri and the Ali family were most probably the companies' principal deal makers, controllers and stakeholders.

Overview of Accutor

13. *Accutor's Chairman/Owner is Swiss lawyer, Dr Wasay Bhatti. Other senior officers and relevant personnel in Accutor AG included Lujo Mikulicic (Director), Kamal Sharma (Partner), Tyrone Greenshields (Partner), and Ly Unt (Legal officer).*

14. *Sharma and Greenshields testified:*

"So we created Accutor, the logo of Accutor is designed by me, the name Accutor came from my friend so effectively was nominated to the group by myself, the website, I don't know whether the website is still live today, but I checked it a couple of months ago and it was live, all of the content on the website to this day is written by me. All of the marketing materials and so on was initially written by me, the go to market plan was created by Tyrone Greenshields and myself." Sharma1 -page 2.

"I consequently found out that the company Bhatti had prior to setting up Accutor, GCA, Great Central Advisory, had gone into liquidation, had gone bankrupt and when I asked him about this he said that it was normal practice and was transferring some things across. I consequently learnt that he has done this a number of times." Greenshields – page 15

15. *Sharma and Greenshields resigned in 2019 and in their testimony to the Enquiry stated that this was after growing suspicious about Bhatti following concerned Accutor employees in Malta and elsewhere brought to their attention details about many large payments made into and out of Accutor AG between 2017 and 2019. These transactions, they say, had not been recorded in the customer relationship management system and records were missing from the usual shared file folders that they accessed regularly. Sharma also testified:*

"Wasay Bhatti was introduced by Shaukat Ali by, you see Wasay Bhatti's religious sect... there was a member of Wasay Bhatti's sect in Dubai who was a friend of Shaukat Ali so when Shaukat Ali told this person that I'm thinking of moving to Switzerland, do you know anybody there, so he said I know Wasay Bhatti and that's how the connection was made." Sharma testimony 1 – page 13

16. *The Accutor group of companies is headquartered in Zurich, Switzerland and operates in over 25 countries through various companies. Management information for the year ended 31 December 2017 suggest its annual revenue was €163M with operating profit of €11.6M.*

17. *Its website suggests it offers a 'one-stop-shop' package of services to clients which include company formation, invoice raising, payment and receipt of banking transactions. Its website also states: "We have the ability to transfer funds in all major currencies, to most locations in the world." presumably utilising client accounts, bookkeeping, payroll, and legal services. It also appears to operate as a quasi-bank and can extend loan / line of credit facilities to its customers.*

18. *The Accutor group has at least 19 bank accounts denominated in the various currencies of the countries in which it operates. [466] It is possible that some of these could be "client accounts" used for their administration of funds service.*

Funds transacted through Accutor

19. *In appendix 3.63 we have set out an analysis of the available financial data we have been able to find concerning the Accutor companies. This is incomplete but combines information obtained from the "Wentworth data", the bank statements of the Concession companies which show transactions with Accutor and transactions provided to this Inquiry by Maltese banks.*

20. *In relation to Accutor AG, certain accounts with Bexio and UBS appear to relate only to Bhatti and Spring X Media. Similarly, those bearing the name Accutor Ltd are clearly marked Payroll services. We therefore focused our analysis on the remaining accounts of Accutor AG and those bearing the name Accutor Consulting AG. We particularly draw your attention to the two separate sheets which set out receipts and payments.*

<u>VGH period</u>

21. *The receipts in the VGH period total €360,000 from Bluestone Investments plus €550,000 (less bank charges) from Mount Everest and appear to be related to the incorporation and setting up of VGH Europe Ltd (see appendix 3. 62) and the establishment of its office in Zurich. We have information on only one payment of around €53,000 which also appears to be in relation to the VGH Europe office. Clearly this represents Bhatti allowing Shaukat and Tumuluri use of the Accutor AG bank accounts in this regard.*

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466 [Wentworth Exhibit List - Pages 4 and 5]

Steward period

22. The receipts in this period can be summarised as follows:

	€
13 months of STE monthly consultancy fees of €80,000 per month April 18 to April 19	1,040,000
Other amounts from Steward	3,015,000
Total paid by Steward Healthcare US	**4,055,000**
Monthly fees Jan 19 to Nov 19 - payroll management fees	180,000
Political activity fund from Steward Malta	500,000
Total from Steward	**4,735,000**
Sirimed	250,000
Relating to R Tumuluri	305,000
Total analysed	**5,290,000**

23. The monthly fees of just over €15k per month are paid by Steward Malta and appear to relate to Accutor's payroll services and maintenance of Accutor's Malta location. All the other payments clearly relate entirely to the Ali family and Ram Tumuluri and that they were using the Accutor AG bank account(s) as if they were their own with Bhatti merely acting as an agent to facilitate this.

24. The payments in the period can be summarised as:

	€
Ali family	650,750
Bluestone Investments Ltd	620,000
Mount Everest	105,000
Tumuluri	1,234,000
Sub-total	**2,609,750**
Bhatti	292,522
Other	143,500
Total	**3,045,772**

25. The payments to Dr Bhatti are all prior to the Steward take over or after the end of 2018 and it is clear that 85% of the payments (€2.6M of the €3M) we have seen relate to Shaukat and the settlement to Ram Tumuluri. This again makes tolerably clear that they were using the

Accutor AG bank account(s) as if they were their own with Bhatti merely acting as an agent to facilitate this.

26. *Appendix 3.63 also shows four payments of the political activity fund of €125k to Accutor Consulting AG.*

27. *In appendix 2.25 and appendix 2.60 we explain how Ivan Vassallo, Pierre Sladden and Natale Inturri were in a Whatsapp group they called 'Malta Trilogy' between 31 May 2018 and 17 September 2018. In the message group the three individuals discussed matters connected to Steward's building project at Barts Medical School including arranging invoices from Accutor AG to Sirimed SRL (and Promedica SRL) for the €250,000 kick back payment noted above from Sirimed to Accutor AG which was eventually paid on 21 August 2018 after several months of discussion and organisation by the three. It is notable that Bhatti and his staff played no part in preparing the invoices from Accutor AG and that the funds were simply processed through Accutor AG's bank.*

The role of Accutor in VGH Europe AG

28. *The available evidence, in our opinion, points to VGH Europe AG being more like a client of Accutor and not a subsidiary of it.*

29. *In May 2017, as noted in appendix 3.62, Ram Tumuluri organised a payment of €120,000 to Accutor AG. The payment bore the description, "VH International Incorporation fees". We consider it likely that the 'VH' was an abbreviation for 'Vitals Healthcare' simply omitting the 'G' for 'Global'. As such, in our opinion, it seems most probable that the description referred to monies being sent on behalf of VGH International Ltd by its subsidiary Bluestone Investments Ltd (BIM).*

30. *It is clear that this payment from Bluestone Investments Ltd was stated to be for the initial share capital of the company VGH Europe AG and contained the reference VGHI. As explained in appendix 6.15, VGH International Ltd (VGHI) was one of a group of Jersey companies set up shortly before this, in February 2017, by Ram Tumuluri and Shaukat to hold VGH related companies throughout the world. As part of this, the shares in the Concession's holding company Bluestone Investments Malta Ltd were transferred to VGH Malta Ltd (Jersey) which was a subsidiary of VGH International Ltd (VGHI). We have seen no evidence to suggest that VGHI itself had a bank account although its subsidiary Bluestone had bank accounts which were available for VGHI to control.*

31. *As the share capital and formation fees were being paid on behalf of VGH International Ltd it appears probable that VGH International Ltd was in fact the owner of the shares in VGH Europe AG making it a fellow subsidiary of VGH Malta Ltd (Jersey). The €120,000 transfer*

therefore would be consistent with Bluestone sending funds on behalf of its parent ,VGH International Jersey, for the incorporation of its fellow subsidiary, VGH Europe. Without the records of Accutor we do not know how this payment to their account was applied but it seems unlikely that Accutor would have received this payment if it was the owner of VGH Europe. It appears to us more likely that Accutor was providing the usual company formation services of corporate lawyers in which case the payment was probably received by Accutor into some form of client account in their name and the €120,000 will likely have covered some combination of fees and initial capital to Accutor. We found no evidence to suggest that VGH Europe had any other bank account. The related correspondence noted in appendix 3.62 seems consistent with Dr Wasay Bhatti and Lujo Mikulicic of Accutor AG acting as agents who helped form and then administer VGH Europe.

32. *In relation to the first payment of €120,000, in an April/May 2017 email chain entitled "VGH Eurpoe AG" between Dr Wasay Bhatti & Lujo Mikulicic of Accutor, Shaukat Ali, Ram Tumuluri and Saba Abbas, the group discussed effecting the payment and its purpose. [467]*

33. *Dr Bhatti advised on 25 April 2017:*

"the final documents have been prepared and are ready for the company incorporation. We need the following funds to be processed at the earliest so that this can be closed:

Share Capital 100,000 CHF – This will be blocked and made available once the entity has been created

Notary and Government fees 6,500 CHF

Bank fee 1,500 CHF

@Lujo: can we please share an Invoice with Ram at the earliest so this can be closed"

34. *We did not locate the invoice referred to but the transaction proceeded with Saba Abbas confirming on 3 May 2017 as follows:*

"the amount due wrt AG Europe left our bank accounts"

"Amount released – Euro 120,000 (CHF 108,000 + Differential amount as an advance to cover the future expenses)"

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467 [message body - Re:VGH Europe AG]

35. *Internal emails between Ram Tumuluri and Saba Abbas also on 3 May 2017 demonstrate their organization of the initial payment [468] whilst a debit advice confirms it. [469]*

36. *Sharma understood that VGH Europe AG belonged to the Ali family. Sharma did not know whether the Ali family remained connected to VGH Europe after the name change to Accutor Consulting AG:*

> *"Accutor Consulting, my understanding is that the director is Lujo Mikulicic, oh sorry, the directors were only Aasia Shaukat Ali and Asad Ali, because this company was VGH Europe AG, nothing to do with us, nothing to do with Accutor. Wasay Bhatti told me that the Shaukat family are selling their company, and I can get a cheap deal to buy it, this is what he told me but looking at the transactions later, there was obviously some kind of partnership or collaboration between them. I don't know exactly what the terms about that but there was clearly something." Sharma2 – page 4.*

> *"I asked Wasay Bhatti why is this company [VGH Europe] being registered in our offices and he said it's personal favour to a family friend [Shaukat] and they want to expand in Europe, they want to take the successful Malta model, that's what they described it as, and they want to take it to other countries in Europe... that was the initial objective but then of course VGH became a dead entity because of the negative publicity, so then this company VGH was turned into Accutor Consulting AG." Sharma1 – page 15.*

Tumuluri and Shaukat also appear to have been clients of Accutor

37. *If VGH Europe AG was effectively a private "client" of Accutor AG then, by extension, so were its ultimate owners Tumuluri and Shaukat.*

38. *By early 2017 Shaukat Ali, Ram Tumuluri and Accutor were working together to form the company VGH Europe AG. The first contact we identified between Accutor and the Maltese Healthcare Concession was an email between Ram Tumuluri and Tyrone Greenshields on 21 January 2017. [470] This was during the process by which the ownership of Bluestone and the concession transferred to VGHI Jersey which completed on 17 February 2017.*

39. *The first contact we identified between Shaukat Ali and Accutor was on 3 March 2017 shortly after the Jersey structure came into effect. Accutor's lawyer, Ly Unt, emailed Shaukat Ali to his mounteverest*

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468 (message.body - Re Details of Required Transaction)

469 (Debit Advice _AG Europe.png)

470 (message.body - Yesterday's Meeting)

gmail address with Accutor's 'details request form' and a 'bank account details' form. Ly Unt requested that the forms be filled out for each family member who would be 'joining' and a copy of passport and residence permit. On 22 August 2017, Lea Debeljak informed Saba Abbas that 'filled in' forms had been sent (returned to Accutor) on 8 March 2017. However, we did not identify the completed forms in the data. [471] [472] [473] [474]

40. *The completion of these forms would be consistent with Accutor on boarding a new client and opening a bank account for them. We note that forms were to be filled out not only for Shaukat Ali but also his family members and we detail below the involvement of Ali family members in various subsequent Accutor transactions.*

41. *As noted above, we have not found any bank accounts for VGHI or any of the other Jersey companies and it seems possible that Tumuluri and Shaukat planned to simply use the client banking facilities that Accutor advertise on their web site.*

42. *A Maltese shipping company called Gollcher Air Express Limited raised invoices dated 24 July 2017 and 3 August 2017 to 'Ms Sonya Tumuluri Accutor AG' and 'Aasia Parveen Shaukat Accutor AG' for the shipping of personal effects from Malta to Zurich probably indicating that the Tumuluri and Ali families were relocating. [475] [476]*

43. *The transactions we have seen through the Accutor AG bank account which appear to relate to VGH Europe AG are set out in appendix 3.63c. In 2017 the account received three payment totalling €360,000 from Bluestone Investments (at that time controlled by Tumuluri and Shaukat) and two from Mount Everest totalling €550,000. At that time VGH Europe was establishing an office in Zurich.*

Further payments from Bluestone in relation to VGH Europe

44. *Three payments noted above were made from the Bluestone BOV Euro bank account number [477] to Accutor AG as follows:*

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471 [message.body - RE:Mr Shaukat – Details and Bank Details Request Form]

472 [message.body - FW:Mr Shaukat – Details and Bank Details Request Form]

473 [1. Details.pdf]

474 [2. Bank Detail.pdf]

475 [FWD INVOICE 3 MSG—soninv00245120170724085459.pdf.pdf]

476 [URG ENT INVOICE – FW PACKAGING LIST.MSG—invaasia00336220170803073309.pdf]

477 [Statement - 40023647510 (01.01.14 - 31.12.19) pdf]

Date	Payment to	Amount €	Payment description
03/05/2017	Accutor AG	120,000	VH International Incorporation fees
03/11/2017	Accutor AG	100,000	payment for Corporate services
25/11/2017	Accutor AG	140,000	payment for Corporate services
		360,000	

45. *As shown in appendix 3.63C, in addition to these three payments two further payments of €300,000 and €250,000 were made by Mount Everest General Trading in August 2017 bearing the description "Payment for business services company and Office set up costs Zurich office". It seems clear that these also were funded by money previously transferred from Concession funds from Bluestone. It therefore appears that some €910,000 (360+300+250) of Concession funds were involved.*

46. *The first payment has been discussed above. We did not find invoices or correspondence for the two later payments in November 2017 at which time Tumuluri was resisting the transfer to Steward.*

47. *The payment description may of course be deliberately misleading but "payment for Corporate Services" would be consistent with some form of corporate legal or finance raising service being provided to a client. As noted, this was during the time that Tumuluri was resisting the Steward take over and actively seeking alternative business partners such as Sam Luft (appendix 5.50). Alternatively, if the description was inaccurate then these payments represented intercompany transfers between fellow subsidiaries in a Jersey owned group being controlled by Shaukat Ali and Ram Tumuluri. Either way they appear to us to represent a misappropriation of Concession funds.*

Accutor provided a €1 million bank facility to VGH Europe

48. *In addition to assisting with the formation of the company for Shaukat Ali and Ram Tumuluri and perhaps providing advisory services, further evidence that VGH Europe AG became an unofficial private client of Bhatti / Accutor AG is that it also secured a €1M line of credit from Accutor AG. Accutor appears to have made an agreement to settle expenses incurred in Zurich by VGH Europe AG. [478] This appears to have been used by Tumuluri to settle pressing expenses in relation to Ohum Healthcare Solutions Pvt Ltd and Technoline while he battled with mounting cash flow problems. This is more fully explained in appendix 3.62.*

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478 [message.body - FW: Proposal and first invoice for building a clinical research h platform]

49. *From all of the above we conclude that VGH Europe AG, Ram Tumuluri and Shaukat Ali were all unofficial "clients" of Dr Bhatti and his Accutor group of companies and that Bhatti had no beneficial ownership of it.*

Change of name from VGH Europe AG to Accutor Consulting AG

50. *The company name was changed from VGH Europe AG to Accutor Consulting AG just before the takeover by Stewards in February 2018. Online sources show the company was named VGH Europe AG between 11 August 2017 and 25 January 2018 when it was renamed Accutor Consulting AG (see appendices 3.61 and 3.62).*

51. *We have seen no correspondence or documents explaining this name change. As it was subsequently the recipient of substantial transfers of funds from Steward perhaps the owners wished to conceal its links to the former Concessionaire, and we have found no evidence to suggest that Steward were aware of the company's former name or its association with Tumuluri.*

52. *We also have seen no confirmation whether there was any change in ownership at that time although as Steward did not acquire VGH Europe AG it seems that would have been a matter between Tumuluri and Shaukat as owners. It is possible that Bhatti took a stake in the company, but we can see no reason why he would do so rather than forming a new vehicle if he wanted to be in partnership with Shaukat and/or Tumuluri.*

53. *Under its new name the company was involved in very large transactions which are considered in appendix 3.62.*

Schembri and Bhatti

54. *With the advent of Spring Healthcare AG in 2019 (see below), Schembri appears to have become a, if not the, principal liaison between the players and Wasaj Bhatti. We found that at certain times Schembri was in frequent and sometimes daily contact with Accutor and that many suspicious flows of money appear to have had potential benefit for him.*

55. *The private relationship between Schembri and Bhatti is perhaps best exemplified in six WhatsApp groups they extensively used. The first of the six WhatsApp groups started two days after Steward made the first of the eight €125,000 payments to Accutor towards what we term the 'political support fund' based on Dr Ernst's description of it. This is examined in detail in appendix 3.61.*

Spring Healthcare AG

56. *Spring Healthcare AG was incorporated in Switzerland on 1 April 2019 (appendix 3.72). Per its website it is allegedly a healthcare investment company.*

57. We were unable to establish the ownership of the company. It was listed as being owned by Accutor AG before Accutor AG was liquidated but it is not clear whether it was a subsidiary of Accutor AG or whether Accutor was acting as the nominee for others. Its registered office was at the same address as Accutor of Obstgartenstrasse 5 CH-8910 Affoltern am Albis Switze rland before moving to an address at Turmstrasse 30, 6312 Steinhausen , ZG (weblink 1) but this could indicate either a nominee service or a subsidiary.

58. Spring Healthcare's Managing Partner was Hamid Chaudhry and another company director is Ahmed Ibtesaam. Lujo Mikulicic was director from 1 April 2019 to 19 November 2021 (weblink 1). Mikulicic has been reported to have acted as a nominee in other companies.

59. Dr Bhatti is stated to be the Deputy Chairman of Spring Healthcare AG (appendix 3 .72). [479] [480] This may suggest he was in control of it or it may be that, as part of the service provided by Accutor to clients, he is acting as a nominee director.

60. Other than a few invoices, agreements, and phone messages, we did not locate sufficient records for Spring Healthcare to allow us to fully assess the nature of its operations, funding beneficiaries, or associations.

61. However, we did find that in December 2019 and January 2020, Spring Healthcare invoiced Steward Malta Management Limited for consulting services provided under an agreement between Steward International and Accutor AG. The two invoices from Spring Healthcare formed part of a series of eight invoices which saw Steward Malta Management Limited pay both Accutor AG and Accutor Consulting AG €500,000 (€1M in total) under the guise of the Accutor group of companies providing consulting services to Stewards from September 2019 to May 2020.

62. In the very limited information available on Spring Healthcare, we did not find any evidence that Accutor provided a consulting service to Stewards. Instead, an email from Armin Ernst to Dr Wasay Bhatti in August 2019 makes it clear that the payments from Stewards to Accutor were in fact to support "political and government activities and interactions". We have detailed our findings in relation to this in appendix 3.61 and found that these monies were used to fund multiple new international business opportunities and projects involving Schembri, Shaukat Ali, Asad Ali and Wasay Bhatti. Again it is not clear whether the role of Bhatti / Accutor was as a stake holder or as an advisor / facilitator for the others.

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479 (80270 S partial.emlx)

480 (Itinerary for Visit of SHCI to UNWTO Madrid 7-9 Nov 2019 FINAL version dated 04Nov2019.pdf)

63. *As the receipts do not appear to be for work by Bhatti / Accutor they instead appear to have created a fund controlled by others. Again, this has the hallmarks of Bhatti and Accutor acting as some form of "client account" rather than having the sole, or perhaps any, stake in the funds.*

64. *This raises possibility that Spring Healthcare is really a partnership between Schembri and the Ali family that was fronted and administered by Bhatti / Accutor. Mr Schembri was part of several Whatsapp groups that discussed and shared an investor agreement, non-disclosure agreement, heads of terms and details of projects considered by Spring Healthcare in 2019 and 2020. In our opinion, Mr Schembri's possession and control of these documents further demonstrate his involvement with Spring Healthcare and in particular the Philippines project. We also note Mr Schembri's repeated use of the word "our" in relation to Spring Healthcare.*

65. *Sharma testified that*

> *"... when Wasay started focusing on Spring Healthcare, that was directly as a partner of the Alis, and evidence of that, which is in the public domain, if you look at the Spring Healthcare website you can see they reference an alliance with Steward Healthcare, they reference an alliance with Barts Medical College, basically all of the things that VGH and Steward had done are being referenced on this Spring Healthcare website and Spring Healthcare directors are Iptisin, I don't know the surname, she is Wasay Bhatti's wife and it was Lujo Mikulicic at that time and if you look at the Spring Healthcare projects that they were going for, they were using the successful model from Malta, the successful model, and from what Shaukat Ali told me Joseph Muscat was going to meetings to talk about how great the model was." Sharma1 – page 16*
>
> *"Wasay Bhatti ... set up Spring Healthcare which was a partner company of the Alis. Basically, when Ram Tumuluri had to exit the picture because he was exposed in Malta, the Alis needed a replacement for Ram Tumuluri and that was Wasay Bhatti. ... He's won a project with the Alis and with the assistance of Joseph Muscat, using the Maltese model and the benchmark." Sharma1 – page 20*

66. *We note that the Steward web site also states that "SHCI first encountered Accutor when the Swiss company was nominated as the destination for funds by the sellers during the buy-out of VGH. Before making the payments, SHCI undertook appropriate due diligence on Accutor, which at that time revealed no issues of concern and subsequently verified that these funds were paid to the sellers." This would be consistent with Accutor operating an "in and out account",*

akin to a lawyers client account, rather than having a stake in the "sellers".

67. *Against this we note that the Steward web site states that Spring Healthcare had previously listed SHCI on its "Our Partners" page before a cease-and-desist notice sent by SHCI, who denied "any commercial or other relationship" with Spring Healthcare. However, Spring Healthcare and SHCI are reported to have signed joint MOUs with the United Nations World Tourism Organization to work together to promote sustainable health tourism in Malta in November 2019.*

68. *With the advent of the Coronavirus pandemic in March 2020, Spring Healthcare's international investment projects appear to have been put on hold as it commenced trading in Covid-19 related medical supplies. Schembri's active involvement with the company continued into the pandemic as he continued to look for sales opportunities for Spring Healthcare's coronavirus testing kits.*

69. *We therefore conclude that Schembri, along with Shaukat Ali, and Asad Ali, was a significant participant in Spring Healthcare AG and most likely will have had some sort of financial investment in its affairs. As noted above it appears to have been the recipient of very significant funds from the Concession. Dr Bhatti's role may have been as a participant / stakeholder or merely as an advisor / facilitator; it is not clear. However, it appears that either way, Schembri may have used Concession funds to start new business for himself and his associates. As already mentioned, this is examined in detail in appendix 3.61.*

70. *We also note that the money flows we can see from Spring Healthcare only go to entities that appear to have no connection to Bhatti but do appear to have connections with Schembri and the Ali family. This again would suggest Bhatti's role was facilitator / front man rather than sole or part owner. Such entities would appear to include Cannapharm and Technoline.*

Spring Healthcare and Cannapharm

71. *As detailed in appendix 3.80, we found that Schembri was connected to Cannapharm Technologies Malta Limited (CPTM) which is a medical cannabis research and production company. It was incorporated in July 2018 and received €150,000 from Spring Healthcare Services AG (paid to the client account of Chris Spiteri) and €50,000 from Accutor AG between July 2019 and September 2019. The discovery of Spring Healthcare Services AG's funding of CPTM puts Mr Schembri's association with Spring Healthcare Services AG into sharp focus.*

72. *It should also be noted that when Stewards decided not to continue with MTrace and the Cyclotron project (appendix 2.80) they entered into negotiations for a sale of the company to Cannapharm.*

Spring Healthcare and the supply of Covid testing kits

73. *We also found emails in March 2020 between Ivan Vassallo of Technoline and David Meli who was acting as an agent for Spring Healthcare's supply of testing kits to Technoline valued at €1,000,000. A referral agreement between Meli and Technoline would have netted Meli (and whoever he represented) €100,000 or 10% from the deal, had it been completed. Again, we have observed that Vassallo and Meli were connected to Schembri rather than to Bhatti making it, in our opinion, unlikely that Bhatti was the sole stakeholder, although he may have had some financial interest in the project.*

Cnetso Group

74. *Appendix 3.72 details several other significant relationships and projects that Spring Healthcare developed with groups such as Cnetso and the United Nations World Tourism Organisation all of which indicate the close involvement of Bhatti alongside Schembri and the Ali family.*

75. *It may be that what started out with Bhatti / Accutor acting as advisors and facilitators developed into him partnering with Schembri and the Ali family (who by the end of 2017 were anyway based in Zurich). What seems clear however that he was at best one of the stakeholders in but not the sole owner of Spring Healthcare which seems to have involved Schembri and the Ali's in key positions of control.*

Monies seem to move between Accutor related accounts.

76. *Our review of the limited information received on Accutor indicates that the Accutor group routinely transferred large sums of money between its various group companies. Such payments between group companies are referred to as intercompany transfers and are normal in large corporate groups. However, in the case of Accutor's intercompany transfers they are considered highly relevant to our assessment of Accutor as it indicates that any given payment to Accutor was often later transferred to another company in the group. In our opinion, this gives prima facia grounds for treating this group of Accutor companies and their bank accounts as effectively one vessel unless and until evidence to the contrary can be produced from Accutor. Suspicious inflows of funds to one area of the vessel should not in our opinion be considered separately from suspicious outflows from another area of the vessel. We also note that transfers of this nature are often used as part of the "layering" phase in money laundering.*

77. *Sharma and Greenfield's testified:*

The Magistrate asked "Who was the signatory on Accutor's accounts during those five years when you've been Director of Accutor? " Greenshields replied "Dr. Bhatti... [and] Lujo Mikulicic..." Magistrate replies, "So, Bhatti was responsible for payments and back office and for payments together with Lujo Mikulicic" GREENSHILDS – page 6

"there were monies coming in from the personal account of Sonia Tumuluri which is very unusual. Accutor didn't receive money from an individual. Made payments to an individual because they were employed or they were freelancers, but receiving money from an individual and when I later befriended Shaukat Ali and asked him what was that payment of €250,000 was for he told me Ram Tumuluri, it was a gift from Ram Tumuluri to him for helping Ram Tumuluri to get €17,000,000 as if pay-off for leaving the Steward – VGH." Sharma1 – page 17

"Well, the accounts department told me that it was highly irregular and that they were concerned about these payments because they weren't normal day transactions that were related to business activities. As mentioned, it was things like private jets, purchase of a Rolls Royce, it was payments going to Ram Tumuluri, to Shaukat Ali, to mosques, that were non-business related." Greenshields – page 9

The Magistrate asked, "And do you know the value of the payment made by Sonia Tumuluri?" Sharma answered, "€250,000 I believe. It's in the documents supplied by Mr. Gillespie." Magistrate "So that money was, on paper at least, showing to be going into Accutor or should have been paid to Accutor but in reality, from what I'm understanding that you're telling me, were not intended for Accutor but were intended for Shaukat Ali." Sharma, "Absolutely." Sharma1 – page 17

Kamal Sharma u Tyrone Robert Kirkwood Greenshields, Appendix 1.55:

1. *Kamal Sharma and Tyrone Greenshields gave testimony to the Inquiry in March / April 2022. Based on our analysis set out below, in our opinion the close correlation of those parts of their testimony which can be checked against the data now available to the Inquiry gives credence to the rest of their testimony. The figures they suggest were going to key players at first may seem implausibly large but when put in perspective to the expected potential onward sale value of the concession companies (see appendix 5.130) and the settlement apparently paid by Steward to Tumuluri (€17 million) they increase in plausibility.*

2. *We have therefore summarized and quoted elements of that testimony in this appendix and used it in other relevant appendices.*

3. *Their testimonies were:*

- *Kamal Sharma – 21 March 2022 – referred to below as Footnote 1 [481]*
- *Kamal Sharma – 6 April 2022 – referred to below as Footnote 2 [482]*
- *Tyrone Greenshields – 21 February 2022 - referred to below as Footnote 3 [483]*

Correlation to our findings from the documentary evidence

4. *From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wasay Bhatti they testified that: -*

i. *Shaukat was definitely the person in charge but in the background often not saying much. We found Shaukat's influence was pervasive as other players came and went. He received the biggest payments. Everyone seemed to consult and report to him but he rarely took any official role in the Concession. – see appendix 1.04.*

ii. *Ram Tumuluri was clearly a puppet of Shaukat (who rescued him from financial destitution) and other guys. Mark Pawley was a peer level to Ram Tumuluri. We found both were brought into the deal by Shaukat, reported to him, acted consistent with his interests, and were assisted by him after their removal from the Concession. See appendices 1,13 and 5.10.*

iii. *Shaukat told Sharma that Steward Healthcare US owns 70% of Steward Healthcare International. Shaukat Ali and his hidden investors/ partners/benefactors own the other 30%. We found that this was the original split between "investors" and "local partners" (see appendix 4.80) and see many indications consistent with a concealed ownership of this nature existing,*

iv. *Shaukat told them that Mizzi, Schembri and Muscat were in the Concession deal with Shaukat with both VGH and Steward and that €18,000,000 a year was going to that group from the concession. We did not find money flows of that level. However, as set out in appendix 5.130 the intended onward sale of the Concession could have produced returns of this level to him and his backers.*

v. *Shaukat told them that from the VGH deal, he was personally making €100,000 a month, his son Asad Ali was making €60,000 a month, and his son Wajid was making €25,000 a month. Taken together with what they were getting from procurement fraud (see appendix 2.200) we expect the Ali's were making well in excess of these figures. As set out in appendix 3.41 we found monthly payments of €80,000 (which would*

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481 [Kamal Sharma testimony 21.03.2022.docx]

482 [Kamal Sharma – 6.04.2022.docx]

483 [Tyrone Greenshields 21.2.2022.docx]

equate to the amounts claimed for Asad and Wajid Ali) and a further agreement related to payments of €400,000 in relation to Shaukat (which may have been monthly).

vi. *Shaukat said he secured a €17,000,000 settlement from Steward for Ram Tumuluri. This broadly equates to the €14M we found as set out in appendix 1.300.*

vii. *In the beginning there was Mount Everest in Dubai, then they set up Jersey companies (part of which was VGH Europe AG), then they tried setting up stuff in the Caymans. We have reported on Shaukat's use of the Mount Everest companies (appendices 3.20 and 3.30) and the Jersey companies (appendices 6.15 and 3.62). We did not identify Cayman companies and would need further information such as the names of the Cayman companies to search for this. They may simply be outside the Inquiry's data sets.*

viii. *Sharma understood that VGH Europe AG belonged to the Ali family. This is consistent with our analysis in appendices 6.15 and 3.62.*

ix. *Sharma understood that Spring Healthcare was a partner company of the Alis and Bhatti. This is consistent with our analysis in appendices 1.50 and 3.72.*

x. *The Accutor accounting team told Sharma the payments to Cayman were for Schembri and Mizzi. We would need further information such as the names of the Cayman companies to search for this.*

xi. *Shaukat claimed he was paying Muscat €15,000 per month. We found four such payments (see appendices 1.03 and 3.61).*

xii. *Sharma understood the owners of Technoline to be the Alis and the people behind the Alis and that was a way to make more money from the concession beyond the €18,000,000 a year. We found that Technoline's UBO's were concealed and that the Ali's and their backers appeared to be involved (see appendices 2.00, 2.10, 2.15 and 2.20)*

xiii. *The payment of €250,000 made by Sonia Tumuluri to Accutor in reality was intended for Shaukat in thanks for the settlement he secured for them from Steward. We found a payment of €225,000 from Sonya Tumuluri to Accutor on 23 May 2019 (appendix 3.63A)*

xiv. *The relationship between Shaukat and Bhatti seemed to be like business partners of some description but outside of Accutor with Shaukat in the background. We concluded the same in appendix 1.50.*

xv. *Bhatti and Lujo Mikulicic were Accutor directors and bank signatories but Bhatti was the one that was orchestrating everything. Bhatti told Lujo Mikulicic what to do and Lujo was just a yes person as was Ata Rahjput. We have very scant information on these individuals (see appendix 1.50) but have seen nothing to refute this assertion.*

xvi. *When they fell out with Bhatti, Shaukat and Asad played the role of "punji" or mediator. We have insufficient records to comment on this.*

Background

5. *Sharma and Greenshields explained that they were owners and directors of Accutor AG from 2015 until they resigned in 2018. They had worked together in recruitment for the technology sector and related areas for many years had initially engaged Wasay Bhatti's former company, Great Central Advisory, to assist with employment matters but then in 2015 agreed to develop a new business with him and a Swiss shelf company was bought and renamed Accutor AG for this purpose. They had expected to be equal shareholders but were presented with a shareholders agreement giving them only 49% of the company between them and eventually discovered that because Bhatti had used bearer shares they had no shareholding.*

6. *The Accutor companies were fronted by Bhatti and together with his puppet, Lujo Mikulicic, appeared on paper as the sole directors and were the sole approvers of banking transactions. They stated that they were aware of but had no role in VGH Europe / Accutor Consulting AG or Spring Xmedia / Spring Healthcare AG.*

7. *They explained that all Accutor business was supposed to be recorded on a Customer Relationship Management (CRM) system but that they became aware that Bhatti was accepting receipts to and making payments from Accutor bank accounts that bi-passed the CRM system. These seemed to them to have nothing to do with the payroll and visa related services which they understood were Accutor's main purpose.*

8. *They worked closely with Shaukat Ali (Shaukat) and Sharma in particular developed close personal relationships with Shaukat and his children. He believes Shaukat took Sharma into his confidence and tried to help him get a reasonable financial settlement when he withdrew from Accutor.*

9. *In the following sections we have pulled together relevant extracts from the testimonies.*

The origins and development of Accutor

10. *"I consequently found out that the company Bhatti had prior to setting up Accutor, GCA, Great Central Advisory, had gone into liquidation, had gone bankrupt and when I asked him about this he said that it was normal practice and was transferring some things across. I consequently learnt that he has done this a number of times." [Footnote 3 - Page 15]*

11. *"So we created Accutor, the logo of Accutor is designed by me, the name Accutor came from my friend so effectively was nominated to the group by myself, the web site, I don't know whether the website is still live today, but I checked it a couple of months ago and it was live, all of the content on the website to this day is written by me. All of the marketing materials*

and so on was initially written by me, the go to market plan was created by Tyrone Greenshields and myself." [Footnote 1 - Page 2]

The roles and relationships of the Ali family, Bhatti, Tumuluri and Pawley

12. *"Mr. Shaukat Ali was definitely the person in charge although he said very little. Ram Tumuluri was clearly a puppet for Mr. Shaukat Ali and it would appear that Mark Pawley was a peer level to Ram Tumuluri" [Footnote 3 - Page 11]*

13. *Sharma was asked: "About Ram Tumuluri, your understanding is that he was just a front man of Shaukat Ali or Shaukat Ali and other guys?" Sharma replied, "Of Shaukat Ali and other guys." [Footnote 1 – Page 20]*

14. *When the Magistrate asked "What impression did you get of his relationship with Shaukat Ali and Shaukat Ali's role within Steward?" Sharma replied, "The first time Wasay Bhatti met Shaukat Ali I was there, and this was in Zurich, at the Novotel Hotel next to Zurich Airport in 2017. Shaukat Ali and Ram Tumuluri and Mark Pawley, all three of them were there. And from our side it was me, Tyrone Greenshields and Wasay Bhatti and I believe Lujo Mikulicic. My first impression of Shaukat Ali, I actually got on very well with him on a personal level. He is of Pakistani origin I am of Indian origin, he is Muslim I am Hindu, however we share language mother tongue in common and so you know, we were able to talk about poets in the Punjabi language and certain cultural commonalities and so on. We got along on a personal level during that first meeting. Ram Tumuluri I found he was quite aloof and sort of self-loving if that's the word to describe. Mark Pawley, we caught him out lying on the first meeting. [about his house in England]." [Footnote 1 – Page 7]*

15. *Miroslava Milenovic asked "But actually you met three of them Shaukat Ali, Ram Tumuluri and Mark Pawley. How would you describe the relation between them? Who was the number one or they were equal like partners? How do you describe your understanding of their relation?" Greenshields answered, "Mr. Shaukat Ali was definitely the person in charge although he said very little. Ram Tumuluri was clearly a puppet for Mr. Shaukat Ali and it would appear that Mark Pawley was a peer level to Ram Tumuluri." Miroslava Milenovic asked, "And what was the relation between Shaukat Ali and Bhatti? Again, your understanding of that relation?" Greenshields answered, "Business partners of some description but outside of Accutor. They were doing ventures with medical in the Balkans." Miroslava Milenovic asked" So your understanding is that the two of them were equal partners and not that one is the boss and the other is not, so equal partners is your understanding of that relation?" Greenshields answered, "Maybe partners is the wrong word, Bhatti was*

being introduced to people that could potentially work with him but Mr. Shaukat Ali would be in the background." [Footnote 3 – Page 11]

16. *"Shaukat Ali said that he would try and act as a mediator but he was in hospital so forth sent Asad Ali. Why he sent Asad Ali I do not know." [Footnote 3 – Page 16]*

17. *"There is in Punjabi culture something called a punji. So, each village has a village elder. If there is a dispute between younger people from a village, the village elder presides and gets fairness and this is inter-faith, it's in Pakistan and in India. So he said look at me as the village punj, I will get you justice and so on and so forth and Wasay Bhatti should pay you for shares in what you were doing, so he did this." [Footnote 1 – Page 10]*

18. *"Dr. Bhatti was the one that was orchestrating everything, he told Lujo Mikulicic what to do and Lujo was just a yes person as was Ata Rahjput, they just were yes people, would never question anything that Bhatti asked them to do." [Footnote 3 – Page 6]*

19. *"Shaukat Ali told me that the history of the VGH deal, Ram Tumuluri had fallen on hard times after he was declared bankrupt in Canada and he met with Shaukat Ali in a hotel, I believe in Dubai, and he gave him the idea to do a public private partnership approach to the health sector and make it a global model, so Shaukat Ali said he would take it to his connections in Malta as a case study, which is what they did, and on the day that Shaukat Ali met Ram Tumuluri, he told me Ram Tumuluri's shoes were torn, he didn't have any money to buy shoes, Shaukat Ali bought Ram Tumuluri a pair of shoes that he could wear to meet with Konrad Mizzi." [Footnote 1 – Page 12]*

20. *"Wasay Bhatti was introduced by Shaukat Ali by, you see Wasay Bhatti's religious sect... there was a member of Wasay Bhatti's sect in Dubai who was a friend of Shaukat Ali so when Shaukat Ali told this person that I'm thinking of moving to Switzerland, do you know anybody there, so he said I know Wasay Bhatti and that's how the connection was made." [Footnote 1 – Page 13]*

21. *"Shaukat Ali was a client officially once Steward Healthcare needed the payroll for the nurses. But privately it seems they were doing a lot more." [Footnote 1 – Page 19]*

22. *After Greenshields resigned from Accutor "I then flew back to Zurich with Mr. Kamal Sharma in which case we had mediator, we met at a hotel at Zurich airport because I didn't want to meet in the office, it needed to be done off site, and he came with Mr. Asad Ali, that is Mr. Shaukat Ali's son." Magistrate asked, "What was the connection of Asad Ali with Accutor once he was there with him?" Greenshields replied, "To my knowledge he did not have any connection." [Footnote 3 – Page 4]*

The roles and relationships of the Ali family, Schembri, Mizzi and Muscat

23. *"The people that I can say with certainty that they were involved in the VGH deal are Konrad Mizzi, Keith Schembri and Joseph Muscat... He told me Keith Schembri was Joseph Muscat's school friend, they went to school together, and Joseph Muscat is very careful, he doesn't put anything in his name in terms of his money so, Keith Schembri is somebody he trusts with his life and all of the accounts in the Caymans are in Keith Schembri's name. You won't find anything on Joseph Muscat's name, it's all Keith Schembri but it's held in trust for Muscat... He told me 18,000,000 a year is from the concession how much is going to that group. I don't know how much is for Keith Schembri, how much for Konrad Mizzi... The 18,000,000 is from the VGH contract every year... The entire concession is seventy million a year meaning that's how much they got to actually deliver the services. From this seventy million, eighteen million is just, and then the remainder is to actually provide the services. They then found other ways to make more money." [Footnote 1 – Pages 12 and 13]*

24. *Magistrate asks "So, what you are telling me is that the money which is being paid by the Concessionaire, whoever that would be at the time, part of that money is going to this group of individuals who were involved in this deal?" Sharma replies, "Yes." [Footnote 1 – Page 13]*

25. *Magistrate asks about the Ali family "But did they give you the impression that they were going to be part and parcel of your projects with them being there because from what I can understand they were not shareholders in the company, they were not directors in the company, but they were persistently present in various meetings you were holding as Accutor in a number of projects." Sharma answers "Yes. So, they were basically introduction agents for those meetings and my assumption was that they would be taking an introductory fee." [Footnote 1 – Page 16]*

The deals the players had with VGH / Steward

26. *"... he [Shaukat] told me that he was personally making €100,000 a month, his son Asad Ali was making €60,000 a month, and his son Wajid was making €25,000 a month. [from the VGH deal]" [Footnote 1 – Page 9]*

27. *"the shift from VGH to Steward wasn't this cloak of this is now a clean deal, that is being made out because it is still the same people behind it. It's still Shaukat Ali, it's still Asad Ali, it's still the beneficiaries in the Cayman Islands, the payments to the Cayman Islands it's still happening... Shaukat Ali told me... and he told me that Keith Schembri, whom I have met and I can tell you about that meeting if you wish, Keith Schembri and Konrad Mizzi were getting €18,000,000 per annum from the concession. And this isn't restricted to VGH, it continued after Steward, €18,000,000 a year... Initially from VGH, then from Steward Healthcare... for a while it was*

through Accutor, then Accutor lost its account because the flags were raised in UBS that payments were being made to politically exposed persons... The Accutor account was frozen after the second payment to Joseph Muscat." [Footnote 1 – Page 9]

28. *"Shaukat Ali told me that he received a bonus for the transfer of the concession from VGH to Steward. He received a bonus from Steward and on the same day that the concession was transferred a payment of 2.5 million came into Accutor. And this is during my time as director... this was the Summer of 2019" [Footnote 1 – Page 10]*

29. *Magistrate asks, "Could you tell me anything about Steward. Is it Steward, Steward, a legitimate company from United States or how they came into the picture, did Shaukat Ali told you?" Sharma replies "So, what happened was, Armin Ernst was running VGH on behalf of Ram Tumuluri but Ram Tumuluri has a very abrasive style of management and obviously his reputation was going down. They needed a solution, Armin Ernst, this is from what Shaukat Ali told me by the way, Armin Ernst sensed an opportunity, you know, so in a sense Ram Tumuluri was King Duncan and Armin Ernst was Macbeth, so he sensed an opportunity to take over the concession and so he found this company, or through his network, and he presented to that company I can get you a concession for three hospitals and then he took this to Shaukat Ali saying that look, we can get an American company, everyone will still get their payments but we will have this air of legitimacy and my only condition is Ram Tumuluri has to be out. And because of his personal friendship with Ram Tumuluri, Shaukat Ali worked hard with the lawyers of Steward, one of whom didn't like Ram Tumuluri, Ram Tumuluri's Indian and that lawyer is Pakistani, and you know, he had a prejudice because of the rivalry between those countries. So, Shaukat Ali said I secured €17,000,000 for Ram and he is therefore eternally grateful to me. Once Ram Tumuluri was out Shaukat Ali continued to receive monthly payments, and his sons, he told me that he's put in an agreement that if the concession is ever cancelled, Steward gets 100,000,000 and Shaukat Ali gets 30,000,000 from this. Effectively Shaukat Ali told me he owns 30% of Steward International. So, Steward Health care US, LLP, or whatever it is owns 70% of Steward Healthcare International, Shaukat Ali and his hidden investors/partners/benefactors own 30%." [Footnote 1 – Page 21]*

30. *"In the beginning there was this Mount Everest in Dubai, then they set up something in Jersey, then they tried setting up VGH Europe AG, then they tried setting up stuff in the Caymans, so I don't know where it is. Shaukat Ali didn't really tell that." [Footnote 1 – Page 22]*

VGH Europe

31. *"I asked Wasay Bhatti why is this company [VGH Europe] being registered in our offices and he said it's personal favour to a family friend [Shaukat] and they want to expand in Europe, they want to take the successful Malta model, that's what they described it as, and they want to take it to other countries in Europe... that was the initial objective but then of course VGH became a dead entity because of the negative publicity, so then this company VGH was turned into Accutor Consulting AG." [Footnote 1 – Page 15]. Sharma didn't know whether the Ali family remained connected to VGH Europe after the name change to Accutor Consulting AG.*

32. *Sharma understood that VGH Europe AG belonged to the Ali family. "Accutor Consulting, my understanding is that the director is Lujo Mikulicic, oh sorry, the directors were only Aasia Shaukat Ali and Asad Ali, because this company was VGH Europe AG, nothing to do with us, nothing to do with Accutor. Wasay Bhatti told me that the Shaukat family are selling their company, and I can get a cheap deal to buy it, this is what he told me but looking at the transactions later, there was obviously some kind of partnership or collaboration between them. I don't know exactly what the terms about that but there was clearly something." [Footnote 2 – Page 4]*

Spring Xmedia AG

33. *Sharma believed Spring Xmedia was bought off the shelf in Switzerland shortly after Accutor AG but had no involvement with it and it was fronted by Lujo Mikulicic. [Footnote 2 – Page 3]*

34. *"individuals that were employed in Switzerland, they were not employed by Accutor AG because Accutor AG did not have a SECO licence, these people were employed by Spring Xmedia and this caused problems in terms of interactions with clients because they say I if am dealing with Accutor why am I being employed with a company with a different name so I was told by Wasay Bhatti that the purpose of Accutor Consulting was to apply for a SECO licence under Accutor Consulting in order that individuals employed by Accutor in Switzerland can be employed by an entity carrying the name Accutor. There was no indication that this company would be used for any other activities" [Footnote 2 – Page 2]*

Spring Healthcare AG

35. *"... when Wasay started focusing on Spring Healthcare, that was directly as a partner of the Alis, and evidence of that, which is in the public domain, if you look at the Spring Healthcare website you can see they reference an alliance with Steward Healthcare, they reference an alliance with Barts Medical College, basically all of the things that VGH and Steward had done are being referenced on this Spring Healthcare website*

and Spring Healthcare directors are Iptisin, I don't know the surname, she is Wasay Bhatti's wife and it was Lujo Mikulicic at that time and if you look at the Spring Healthcare projects that they were going for, they were using the successful model from Malta, the successful model, and from what Shaukat Ali told me Joseph Muscat was going to meetings to talk about how great the model was." [Footnote 1 – Page 16]

36. *"Wasay Bhatti ... set up Spring Healthcare which was a partner company of the Alis. Basically, when Ram Tumuluri had to exit the picture because he was exposed in Malta, the Alis needed a replacement for Ram Tumuluri and that was Wasay Bhatti. ... He's won a project with the Alis and with the assistance of Joseph Muscat, using the Maltese model and the benchmark." [Footnote 1 – Page 20]*

Schembri / Mizzi offshore accounts and relationship to Bhatti

37. *Sharma and Greenshields met Schembri with Bhatti, supposedly about an IT service but think that was just a cover for the meeting between Schembri and Bhatti as they were asked to leave the room after the initial discussion. [Footnote 1 – Page 11]*

38. *Shaukat "he told me that Konrad Mizzi is, the word in Punjabi is delir, it means lion heart, he's not scared, he'll sign any deal to make money, and he said it was risky for him but he signed it." [Footnote 1 – Page 12]*

39. *"On the records it says such and such an account, Cayman Islands. So, the location is mentioned on the information already in your possession. It doesn't say the name Keith Schembri, but I believe that the be the case because somebody who was in the accounting team told me that it was for him and for Mizzi." [Footnote 2 – Page 12]*

40. *Dr Sittlington asked, "The payments that you mentioned that went to the Cayman, we don't have those statements, but did you recall the period of those payments?" Sharma replied – "It would have been 2017 and '18." [Footnote 2 – Page 15]*

41. *About UAE companies and bank account Footnote 2 states "... the UAE has seven emirates, Dubai is one, Ajman is a different one. So, the Accutor entity in the UAE is in Ajman not in Dubai... Once you've got the [company] registration in any one of the Emirates you can open a bank account in one of the other Emirates. So you could open the entity in Ajman and then open a bank account in Abu Dhabi for example."*

Joseph Muscat

42. *"I was there in Malta with Dr. Bhatti on the second time meeting Schembri and Bhatti took great glee in saying that he had private meetings with Joseph Muscat and that I was not required and neither Kamal Sharma... Beginning of 2019, Spring." [Footnote 3 – page 12]*

43. *Sharma said Shaukat told him "... He talked about how he first met Joseph Muscat, when Joseph Muscat was in the Opposition Party and he met him at a rally for the Muslim Community prior to the election that Joseph Muscat won" [Footnote 1 – Page 8]*

44. *"in the Summer of 2020 Shaukat Ali told me that he was paying Joseph Muscat €15,000 a month... My opinion is that Joseph Muscat gave Shaukat Ali a contract of VGH and Shaukat Ali had been earning of significant amount of money. I can tell you how much he told me he was earning, I can tell you how much he told me his sons were earning, I can tell you his nephew, Yaser Badar, what he was earning and now Joseph has fallen on hard times shall we say, as no longer being Prime Minister, he felt he had to fund him." [Footnote 1 – Page 8]*

45. *"So, for a while it was through Accutor, then Accutor lost its account because the flags were raised in UBS that payments were being made to politically exposed persons. I don't know if you're familiar with anti money laundering banking legislation but if there is somebody who is a PEP, a politically exposed person, who directly receives a payment, that account can be frozen. The Accutor account was frozen after the second payment to Joseph Muscat." [Footnote 1 – Page 9]*

46. *"I do not see any relevance in the likes of Joseph Muscat, Asad Ali, Shaukat Ali, Ram Tumuluri doing any kind of work for Accutor." [Footnote 3 – Page 13]*

Technoline

47. *"Technoline... Yaser Badar... The nominee director. The owners are the Alis and the people behind the Alis... So, that was a way to make more money from the concession beyond the 18,000,000 a year. Effectively any medical products, any medicines that were procured by Steward Healthcare's three hospitals had to be basically bought through Technoline which would mark up anything and effectively take an additional profit." Miroslava asked about an individual (later identified as Ivan Vassallo): "But you think he was only a front man, as I understood Shaukat Ali bought Technoline?" Sharma answered, "Yes, he was a front man, exactly. Shaukat Ali, and that's why his nephew was in there, Yaser Badar." [Footnote 1 – Page 21]*

48. *Sharma noted that he was briefly introduced by Shaukat to his friend Ivan Vassallo.*

Payments

49. *"there were monies coming in from the personal account of Sonia Tumuluri which is very unusual. Accutor didn't receive money from an individual. Made payments to an individual because they were employed or they were freelancers, but receiving money from an individual and when I later befriended Shaukat Ali and asked him what was that*

payment [€250,000 for] he told me Ram Tumuluri, it was a gift from Ram Tumuluri to him for helping Ram Tumuluri to get €17,000,000 as if pay-off for leaving the Steward – VGH." [Footnote 1 – Page 17]

50. *Magistrate asks, "And do you know the value of the payment made by Sonia Tumuluri?" Sharma answered, "€250,000 I believe. It's in the documents supplied by Mr. Gillespie." Magistrate "So that money was, on paper at least, showing to be going into Accutor or should have been paid to Accutor but in reality, from what I'm understanding that you're telling me, were not intended for Accutor but were intended for Shaukat Ali." Sharma, "Absolutely." [Footnote 1 – Page 17]*

51. *Magistrate asked "Who was the signatory on Accutor's accounts during those five years when you've been Director of Accutor? " Greenshields replied "Dr. Bhatti... [and] Lujo Mikulicic..." Magistrate replies, "So, Bhatti was responsible for payments and back office and for payments together with Lujo Mikulicic" [Footnote 3 – Page 6]*

52. *"Well, the accounts department told me that it was highly irregular and that they were concerned about these payments because they weren't normal day transactions that were related to business activities. As mentioned, it was things like private jets, purchase of a Rolls Royce, it was payments going to Ram Tumuluri, to Shaukat Ali, to mosques, that were non-business related." [Footnote 3 – Page 9]*

Asia Parveen Shaukat, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 60627A - Appendix 1.60:

1. *Aasia Parveen Shaukat (Aasia) also known as Aasiya Shaukat Ali [484] and Aasia Parveen Gustasab Hussain, [485] is the second wife of Shaukat Ali Chaudhry (Shaukat Ali), appendix 1.04.*
2. *Aasia holds/held several Directorships in family companies and receives funds from family and associated companies.*
3. *Aasia has fronted for family companies, received directors' fees, consultancy fees and has received substantial benefit in payments and services from public funds through the health concession funding.*
4. *We have not included all companies that Aasia was an official in as they are not connected to this Inquiry.*
5. *We have set out in appendix 1.61 an analysis of the funds she received that can be linked to the Concession and summarise this below:*

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484 (Batch C571 Mr Mrs Ali DB20000152021081200636 pdf - Page 539)

485 (scan.pdf - FWD Scan.pdf.msg)

Summary of Analysis	
Funds Received from the hospital concessionaires	€
VGH/Steward	*70,000*
Bluestone Investment Euro	*145,000*
Sub-Total	***215,004***
Funds Received from Corporate entities linked to Ali	€
Mount Everest FZ LLC	*33,000*
Accutor AG	*20,000*
Global Assets Holding	*168,988*
Sub-Total	*221,998*
Total	***436,992***

6. *In addition to the above, Accutor AG made three payments totalling €233,750 were made to the client account of Abela & Abela in July 2018 in relation to a property purchase for Shaukat and Aasia Ali.*

PERSONAL CIRCUMSTANCE

7. *Aasia was born in Rawalpindi, Pakistan on 28 June 1972, she holds Pakistani nationality [486] but holds Residency in Malta, ID 0060627A. [487]*

8. *In a customer review at BOV conducted by Nicholas Gatt Coleiro on 28 September 2019, the bank identifies that as well as seeing Aasia's Pakistani passport and Maltese residency card they have seen a Swiss Residency card for Aasia. There are no further details. [488]*

9. *Aasia married Shaukat Ali in Surman, Libya on 15 February 1995 [489] this was at a time when they were both resident and working in Libya.*

10. *In his sworn testimony on 7 July 2021, Mr Christopher Spiteri, Accountant and Auditor to the Ali family, stated in English, "So let me tell you, Mr Shaukat Ali, his wife and his family used to live in Libya at the time Gaddafi was in power. Asia Shaukat Ali, his wife, was the secretary of*

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486 [Aasia Parveen Shaukat passport.pdf]

487 [Aasia Parveen Shaukat ID.pdf]

488 [Jan 23 – 256 DOK BOVX BOV Pledge00002020230126090025.pdf – Page 15]

489 [Aasia Parveen Shaukat ID pdf]

Gaddafi and Mr Shaukat Ali is a construction contractor and he used to have construction contracts in Libya with Gaddafi. Of course, when Gaddafi went down, the Shaukat Ali family came to Malta." [490]

11. *Aasia is the mother of Zainab Shaukat Ali (born 28/11/1997), Maryam Shaukat Ali (born 12/03/2001) and Ali Shaukat Ali (born 23/09/2005). [491]*

BUSINESS LINKS AND DIRECTORSHIPS

12. *As alluded to by Mr Spiteri in his testimony, the Ali family left Libya prior to the demise of Colonel Gaddafi in 2011. The family had business dealings within Malta for many years before that; see appendix 10.10 Christopher Spiteri and 1.04 on Shaukat.Ali..*

13. *Mr Spiteri wrote a series of reference letters for members of the Ali family qualifying their "bona fides" and financial standing. Although the time frame of Mr Spiteri's association changes from letter to letter, they show that the Ali family had association and business contacts with Malta for over two decades.*

14. *For example, in a letter of reference for Aasia Shaukat, addressed "to whom it may concern" dated 11 March 2019 and signed by Mr Spiteri, he states that Aasia and the Ali family "have had business interests in Malta for the last 30 years." "I the undersigned have been this person's and her family's auditor and financial consultant for the last 15 years" Mr Spiteri goes on to say, "To my knowledge Mrs. Aasia Shaukat and her family have resided in Malta for a period exceeding 20 years." [492]*

15. *We place no substance in the veracity of the content of Mr Spiteri's letter, but accept that he was linked to Ali family business activity in Malta for many years.*

16. *We have also located a letter from BoV International Clients Centre signed by Claire-Anne Dimech and dated 3 June 2010 which states that "This is to confirm that Mr. Shaukat Ali holder of Pakistani passport number KE673406 valid up to 3rd August 2010, has been a customer of our bank since December 1997." [493]*

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490 [Chris Spiteri (07.072021).docx]

491 [BATCH C571 SHAUKAT ALI BOX DB2000056202203190338335.pdf - Page 50]

492 [img-311111918.pdf - Fwd Affidavit for Mrs. Shaukat.msg]

493 [cb:4ad0a-34ba-42c2-8486-c56e6423785f.pdf - Page 24]

17. *We have identified two companies which show Shaukat Ali's early days in Malta.*

NAME	*NUMBER*	*INCORPORATION*	*DIRECTORS*	*SHAREHOLDERS*	*SOURCE*
Eurobridge Limited	*C 40501*	*28/12/2006*	*Ali Mohamed Ali Shawesh (Libyan passport 384138) Dr. Shaukat Ali Abdulghafoor (Libyan passport 951510)*	*Ali Mohamed Ali Shawesh 50% shares Dr. Shaukt Ali Abdulghafor 50% shares*	*[]*
Dama Group International Limited	*C 47969*	*19/10/2009*	*Shaukat Ali Abdul Ghafoor Mohamed Maher Bahri*	*Shaukat Ali Abdul Ghafoor 50% shares Mohamed Maher Bahri 50% shares*	*[]*

18. *Eurobridge Limited was registered at 434 Triq Dun Amabile Sisner, Pembroke. A copy of the company's memorandum of association and articles of association were emailed to Aasia by Jonathan Vella (Mr. Spiteri's office) on 24 March 2017. [494]*

19. *Dama Group International Limited was registered at 1400 Block 14, Portomaso, St Julians, [495] This address is used for company registration by Mr John Dalli for Tabor Consult Limited C 67620 and National Investment Development Limited C 71535. [496]*

20. *Jonathan Vella was registered as Secretary of Dama Group International Limited. [497]*

21. *In an email on 24 June 2010 Jonathan Vella confirmed that Shaukat Ali Abdul Ghafoor passport 95150 was the same person as Shaukat Ali Chaudhry, Pakistani passport No KG617268. [498]*

22. *We understand that both Eurobridge and Dama Group have since been struck off as defunct on the Malta Business Register.*

WORLD BRIDGE LIMITED

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494 [message.body - Eurobridge Ltd.msg]

495 [10 Dama Group International Limited 10.doc]

496 [20150730MAA Certified MFSA.pdf]

497 [10 Dama Group International Limited 10.doc]

498 [Batch CS77 Global Assets Box DB20343132022031910504l.pdf - Page 612]

NAME	NUMBER	INCORPORATION	DIRECTORS	SHAREHOLDERS
World Bridge Limited	N/A	N/A Being drafted in June 2010	Aasia Parveen Shaukat and 3 Libyan nationals	Aasia Parveen Shaukat 25% shares and 3 Libyan nationals 25% each

23. *There is a draft Memorandum of Association for a limited company named World Bridge Limited with a registered address at Abacus, Suite 2, Psaila Street, Santa Verna, at this time the business address of Accountant Dr Anthony J Cassar. The document was created on 25 May 2009 and modified on 4 June 2010. We believe that the June document related to a limited company with the above name and that Aasia Parveen Shaukat, wife of Shaukat Ali, was to hold 400 shares out the 1600 shares allocated.*

24. *Aasia Parveen Shaukat was to hold the positions of both Director and Secretary along with three other Directors identified as Libyan nationals. As far as we can determine from the data, the company was not incorporated at this stage and did not trade. [499]*

25. *We would consider this another occasion when Shaukat Ali appointed a close family member as a proxy in his business activities.*

COMPANIES LINKED TO AASIA PARVEEN AND THE HEALTH CONCESSION

NAME	NUMBE	INCORPORATI	DIRECTOR	SHAREHOLDERS	SOURCE
Global Assets Holdings Limited	C50018	24/06/2010	Aasia Parveen Shaukat and Shaukat Ali Chaudhry	Aasia Parveen Shaukat – 50% shares Shaukat Ali	Appendix 6.30
Pivot Holdings Limited	C67020	09/10/2014	Asad Shaukat Ali, Aasia Parveen Shaukat and Shaukat Ali Chaudhry	Mohamm ad Shoaib Walajahi 33.3% shares Shaukat Ali Chaudhry 33.3% shares and	Appendix 6.50
Crossrange Holdings Limited	C68064	12/12/2014	Mohammad Shoaib Walajahi And Mark Pawley	Bluestone 70% Pivot Holdings	Appendix 6.40

499 [World Bridge Memo & Articles 2009.doc]

Gozo Global Healthcare Limited	C68092	15/12/2014	Mohammad Shoaib Walajahi And Mark Pawley	Crossrange Holdings Limited - Bluestone 70%	Appendix 7.10

Gozo International Medicare Limited	C68094	15/12/2014	Mohammad Shoaib Walajahi And Mark Pawley	Crossrange Holdings Limited - Bluestone 70% Pivot Holdings 30%	Appendix 7.20
Mount Everest FZ	Media Free Zone of Fujairah, UAE.	03/03/2015	Asad Shaukat Ali, Aasia Parveen Shaukat	Asad Shaukat Ali, 50% shares and Aasia Parveen Shaukat 50% shares	Appendix 3.20
Mount Everest General Trading LLC	1087181 8 DUBAI, UAE	14/06/2011 Granted a commercial license in Dubai 13/09/2015	Ram Tumuluri Fatma Hamed Musabah Alshibli	Ram Tumuluri 49% shares Fatma Hamed Musabah Alshibli 51% (believed to be a nominee for Shaukat Ali)	Appendix 3.30

NAME	NUMBER	INCORPORATION	DIRECTORS	SHAREHOLDERS	SOURCE
Bluestone Investments Malta Limited	C 67975	09/12/2014	Mark Pawley Aasia Parveen from 30/05/2015	100 % Mark Pawley via Asia Harimau Investments Limited (BVI) and Bluestone Special solutions #4 limited (BVI)	Appendix 3.10
Vitals Global Healthcare Limited	C 70546	13/05/2015	Ram Tumuluri and Mark Pawley	Bluestone Investment Malta Limited 95% shares and Dr Ashok Rattehalli 5% shares	Appendix 4.01
Vitals Global Healthcare Management Limited	C 70624	18/03/2015	Ram Tumuluri and Mark Pawley	Vitals Global Healthcare Limited 100% shares	Appendix 4.10
Vitals Global Healthcare Assets Limited	C 70625	18/05/2015	Ram Tumuluri and Mark Pawley	Vitals Global Healthcare Limited 100% shares	Appendix 4.20
Vitals Global Healthcare Resources Limited	C 81862	24/07/2017	Ram Tumuluri	Vitals Global Healthcare Limited 100% shares	Appendix 4.30

Global Assets Holding Limited – C 50018 & Bluestone Investments Malta Limited - C 67975

26. *On the 24 June 2010, Global Asset Holdings Limited (GAH), was registered at Abacus, Suite 2 Psaila Street. The directors and shareholders are recorded as Aasia Parveen Shaukat and Shaukat Ali Chaudhry, both hold 800 shares each. The Secretary of the company was Jonathan Vella (ID 534687M) who worked for Dr Anthony J Cassar and then subsequently for Mr Spiteri. [500] There is limited data to show that GAH traded on an annual basis and only declared an income on three annual returns, 2015, 2016 & 2017. See Appendix 6.30 and Appendix 6.31.*

27. *Mr Vella resigned as Secretary on 05 June 2017 to be replaced by Aasia. [501]*

28. *On 30 May 2015 Aasia was engaged as a Director on the board of directors of Bluestone Investments Limited, to sit on the Board and have responsibility for matters relating to the management of the company.*

29. *The agreement was to run for 30 years from the day the company signs a definitive agreement with GoM. In our opinion this is an excessive amount of time for an agreement to run from inception.*

30. *Aasia was to receive a monthly remuneration of €10,000.00 plus a monthly allowance for expenses in relation to accommodation, health insurance, fuel allowance, mobile phone bills and other costs that have been agreed by the Company from time to time. [502]*

31. *At around the same time the Concession Agreement was being finalised, GAH entered into a "Procurement Consultant" agreement on 25 October 2015 with Bluestone Investments Malta Ltd.*

32. *Bluestone Investments Malta Ltd was represented by Ram Tumuluri while GAH was represented by Aasia Parveen Shaukat. [503]*

33. *The agreement states:*
    a. *"The Company (BML) is in the process of signing an Agreement with the Government of Malta which will allow it to take over and manage a number of healthcare facilities in Malta....*
    b. *The Company desires to engage the Consultant (GAH) with the requisite skills and abilities to perform the services of Procurement Consultant..."*

34. *We have not seen GAH performing any duties associated with that of a procurement consultant. The renumeration for this contract was €25,000 per calendar month commencing on 01 November 2015 and shall remain*

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500 [Legal documents of Global Assets Holdings Ltd.pdf]

501 [(1)_Renamedfile_FW Global Assets Holdings Ltd.msg—FS – 2016.pdf - Page 3]

502 [Contract Aasia with Bluestone Malta.pdf]

503 [Batch CSS Global assets DB1000001320220314131537.pdf - Page 131-135]

in effect for three years. So far, we have not located any invoices for the work performed in relation to this contract.

35. *We note that GAH received approx. €340k from Bluestone in the period January 2016 to April 2017 over fifteen transactions of varying amounts. These transfers were likely transferred under the guise of the consultancy contract discussed above.*

Date	*Description*	*Amount €*
18/01/2016	*Bluestone Investment Reimbursement*	*25,000*
19/01/2016	*Bluestone Investment Reimbursement*	*7,000*
28/01/2016	*Bluestone Investment Employee Benefits*	*12,370*
12/02/2016	*Bluestone Investment Advance Payment*	*20,000*
04/04/2016	*Bluestone Investment Loan*	*50,000*
08/04/2016	*Bluestone Investment Advance Payment*	*18,000*
27/06/2016	*Bluestone Investment - Reimbursement*	*20,000*
25/07/2016	*Bluestone Investment - Reimbursement*	*11,000*
03/08/2016	*Bluestone Investment - Consultancy Payment*	*46,700*
09/09/2016	*Bluestone Investment - Advance to Contract*	*15,000*
01/10/2016	*Bluestone Investment Aasia Parveen*	*50,000*
23/12/2016	*Bluestone Investment - Directors Reimbursement*	*15,000*
01/02/2017	*Bluestone Investment - Consultancy Payment*	*15,000*
11/02/2017	*Bluestone Investment - Consultancy Payment*	*10,000*
07/04/2017	*Bluestone Investment - Advance on Directors Pay*	*25,000*
	Total	*340,070*

36. *From the withdrawals on the bank statements, we note that Aasia received €135k and that Zainab Shaukat (Shaukat and Aasia's daughter) received just over €30k. There is also approx €225k in unknown cheques and withdrawals (no details of these are given on the bank statements and we have no further information on them).*

37. *In our opinion, we believe that GAH was a SPV used by the Ali family to facilitate illegitimate consultancy payments and money laundering. This is one of many examples in which the hospital concession money is used illegitimately by the Ali family.*

Pivot Holdings Limited – C 67020 – appendix 6.50

38. *Pivot Holdings signed an MoU with the Maltese Government (GoM) on 10 October 2014. Pivot was one of three 'Developers and Operators of the Project', thereinafter referred to as 'Investors'. The others were Bluestone Special Situations #4 and AGMC Incorporated. This is shown below:*

Date	Investor 1	Investor 2	Investor 3
10/10/2014	Pivot Holdings	AGMC	Bluestone Special Situations #4

39. *The MOU is discussed further in Appendix 4.80. Pivot Holdings would become a 30% shareholder of Crossrange Holdings Ltd (see Appendix 6.40), the joint venture vehicle through which Pivot was proposed to hold its share of the hospitals, with the remaining 70% held by Bluestone Investments Malta Ltd (see Appendix 3.10).*

40. *We have not located any financial returns or company accounts for Pivot Holdings. We know that the company held an account at Pilatus Bank and analysis of that account is available in Appendix 6.51.*

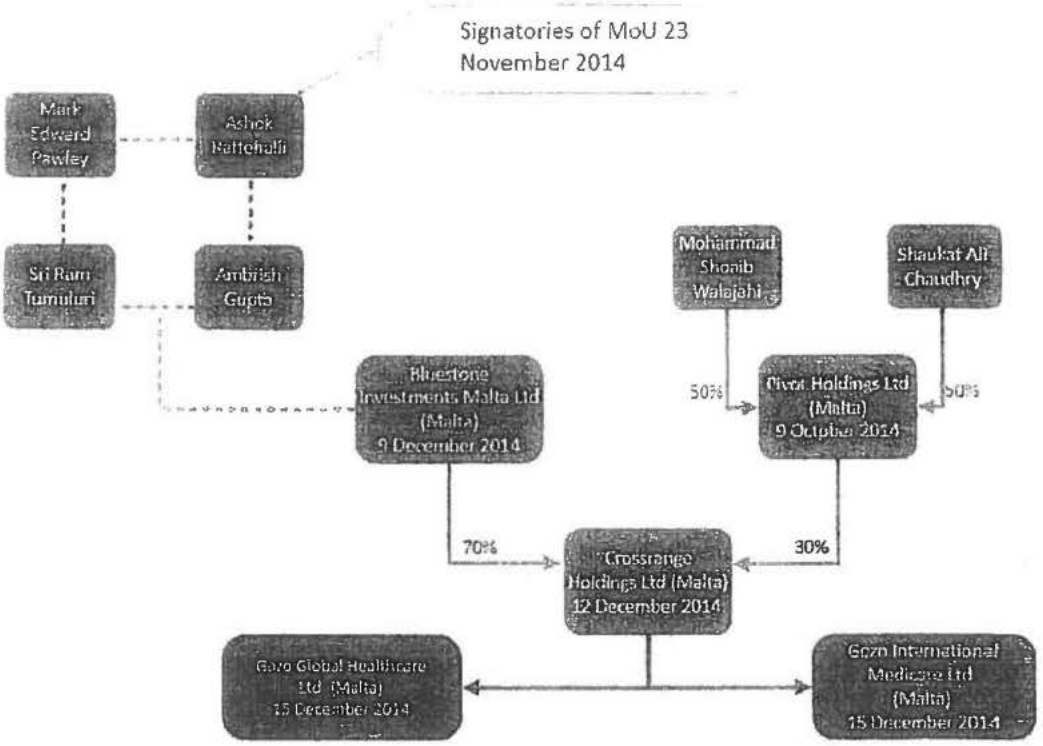
Crossrange Holdings Limited – C 68064 – 6.40

41. *Crossrange Holdings was established at the same time as Gozo Global Healthcare Limited C68092 and Gozo International Medicare Limited C68094 as a platform for the initial structure to progress the MOU with GoM.*

42. *The diagram below illustrates the anticipated ownership structure at this stage, albeit this was to change considerably as both the scale of the project and the shareholders developed over the coming weeks. It shows both the "Local Partners" and the "Investor Group" owning shares in Crossrange Holdings Ltd which in turn would own the companies operating the hospital(s).*

43. *The two companies incorporated to operate Gozo General Hospital were Gozo Global Healthcare Ltd and Gozo International Medicare Ltd. The role of the two companies in the development of the concession is set out in Appendices 7.10 and 7.20 respectively.*

44. *The group of companies did not proceed as envisaged. See Appendix 4.80 Origins and Development of the Concession Structures*



Mount Everest Companies – UAE – appendix 3.20 & 3.30

45. *Mount Everest FZ was incorporated on 3 March 2015 as a Limited Liability Company in the Media Free Zone of Fujairah, UAE. The capital of the company at incorporation was AED100,000 with Shaukat Ali Chaudry and Aasia Parveen Shaukat each holding 50 of 100 shares of AED1,000 making them equal shareholders. [504] See Appendix 3.20.*

46. *The objects of the company were stated as business consultancy and project management. Aasia Parveen Shaukat was to assume the position of Executive Director. [505]*

47. *On the same date in March 2015, Mount Everest FZ received a trade licence from Creative City, Fujairah. [506] This document confirms Shaukat Ali Chaudry and Aasia Parveen Shaukat as equal shareholders and the business activity of business consultancy and project management consultancy. The trade licence was to expire on 2 March 2016 and an*

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504 [1]_RENAMEDFILE_DOCUMENTSOFMOUNTEVERESTFZLLC.ZIP--share certificate.pdf]

505 [1]_RENAMEDFILE_DOCUMENTSOFMOUNTEVERESTFZLLC.ZIP--Articles of Incorporation.pdf]

506 [1]_RENAMEDFILE_DOCUMENTSOFMOUNTEVERESTFZLLC.ZIP--Trade License_Creative City.pdf]

undated application for licence renewal records Shaukat Ali's designation as chairman. [507]

48. *Mount Everest FZ was preceded by Mount Everest GT which was formed in 2011 (see Appendix 3.30). Aasia Parveen is listed an employee (see appendix 3.30). Shaukat Ali's association with entities known as Mount Everest existed before the formation of Mount Everest FZ as from as early as 2012, his email address has been 'mounteverest.sa.gmail.com'. [508]*

49. *We did not find financial accounts or bank statements for Mount Everest FZ. Our financial review has therefore been limited to an analysis of transactions in Mount Everest FZ that are identified in the books and records of other companies and persons, including Bluestone Investments Malta Limited, a small number of invoices raised by the Mount Everest FZ, and the related consultancy agreements.*

50. *Based on this restricted financial review we consider the Mount Everest FZ consultancy business to have been limited to only two sources of income, namely, the Maltese hospital concession (through Bluestone Investments Malta Limited) and Alfanar Company, which is headquartered in Riyadh, Kingdom of Saudi Arabia.*

51. *It is important to note that Mount Everest FZ will likely have had many more transactions but our analysis is limited to transactions that are reflected in the data obtained in Malta.*

Transaction analysis

52. *Shaukat Ali confirmed details of the Mount Everest FZ bank accounts to Saba Abbas via email on 8 February 2017 [509] and for ease of use we set these out below:*

Bank	*Currency*	*IBAN*	*Account Number*
Mashreq	*AED*	*AE130330000019100099201*	*019100099201*
Mashreq	*USD*	*AE110330000019100099237*	*019100099237*
Mashreq	*EUR*	*AE810330000019100099238*	*019100099238*

53. *In Appendix 3.21 we have prepared an analysis of identified payments to and from Mount Everest FZ bank accounts and invoices raised by Mount Everest FZ and we have summarised this below:*

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507 [Application of licence renewal and amendment (1).pdf]

508 [Batch CS71 Mr Mrs Ali DB2000015202108120806 36.pdf - Page 347]

509 [Gmail - Title_MOUNT EVEREST FZ LLC.pdf]

Income received from:	*€*	*$*	*AED*
Bluestone Investments Malta Limited	*1,475,000*		
Alfanar Company		*420,000*	
Payments to:	***€***	***$***	***AED***
Asad Ali	*72,930*		
Fakhra Ali	*202,000*		*675,441*

54. *The relationship between Bluestone Malta Investments Limited and Mount Everest FZ/Shaukat Ali is set out in a consultancy agreement dated 25 February 2015 which we refer to as the €2M Consultancy Agreement. [510] We did not locate a Microsoft Word version of the agreement to ascertain when it was authored.*

55. *The €2M consultancy agreement stipulates at clause 3.1 that Bluestone would pay Mount Everest FZ a one-time fee of €2,000,000 payable within 60 days from the signing of the 'Final Agreement' for the project with GOM and on presentation of an invoice to this effect.*

56. *At clause 3.2 it is also agreed that "in the eventuality that the company acquires the funding through long-term bond or when the Company lists and trades on public markets, it is further agreed that the Company shall increase the total cumulative amount as mentioned in 3.1 above to Five Million (5,000,000) Euro". We have discussed Bluestone's efforts to attract major funding in appendix 3.10.*

57. *A second consultancy agreement of the same date, 25 February 2015, between Bluestone Investments Malta Limited and Mount Everest FZ mirrors the consultancy agreement discussed above save for the remuneration clause at point 3.1. This stipulates that Bluestone would pay to Mount Everest FZ / Shaukat Ali the amount of €100,000 per month. [511] We refer to this as the €100K Consultancy Agreement.*

58. *The two payments from Bluestone, €500,000 on 1 October 2016 and 5 October 2016, may relate to either the €2M Consultancy Agreement or the €100K Consultancy Agreement. The term 'Final Agreement' referred to in the €2M consultancy agreement is not defined nor therefore is the 60-day payment term from the signing of the 'Final Agreement'. Either way we note that the first two amounts of €500,000 from Bluestone to Mount Everest FZ on 1 October 2016 and 5 October 2016 were paid immediately*

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510 (Consultancy Agreement – Bluestone Malta (2M)2.pdf)

511 (Consultancy Agreement-Bluestone Malta (100K) 2.pdf)

after VGH's first receipt of funds from GOM on 29 September 2016. [512] Clearly, Mount Everest FZ was considered to be priority creditor once GOM funds had been received.

59. *The funds paid from Mount Everest to Fakhra Ali (Shaukat's first wife) were used to purchase property and is outlined in Appendix 1.70 paragraph 51.*

60. *We have identified that Aasia was the subject of a consultancy agreement with Stewards Malta Limited C 70546. The draft agreement dated 15 September 2018 was to be signed by Dr Armin Ernst for Steward and Aasia, identified as Mrs. Shaukat. The engagement agreement appointed Aasia as International Relations Officer at a monthly remuneration of €2000.00. [513] The agreement was created on 24 September 2018 by Dr David Meli.*

61. *The substance of the draft contract is reinforced by an email from Dr Ernst representing the Steward organisation to Asad Ali, Saba Abbas, Alessandra Pace and Aasia Shaukat on the 16 October 2018. [514]*

> *"Team:*
>
> *Aasia will act as Manager, International Business Relations, supporting International business development activities of the Company.*
>
> *In that capacity she will also be entitled to reimbursement of business related expenses and needs business cards as well as a SCHI email address. Could you please facilitate?*
>
> *Thank you*
>
> *Armin"*

62. *We suspect that Aasia had a similar arrangement with VGH prior to the Steward take over in February 2018, we have been unable to locate an agreement between VGH and Aasia.*

Date	**Source of funds**	**Amount (EUR)**	**Source description**	Source
28/04/2017	VGH	20,000	Cash salaries of VGH employees	[]
17/07/2017	VGH	50,000	5 months of salary	See Footnote 34

512 (Statement 40023647549 2015_2019.pdf - Page 1)

513 (Consultancy Agreement – Aasia.docx)

514 (message body - Aasia Ali.msg)

63. *A full analysis of payments made to Aasia are detailed in Appendix 1.61, below is a summary of funds received.*

Fund received from	*€*
Accutor AG	*20,000*
Bluestone Investment Euro	*145,004*
Global Assets Holdings	*168,988*
Mount Everest General Trading LLC	*33,000*
VGH/Steward	*70,000*
Total	***436,992***

PROPERTY

Dr A Abela & S Abela client account - €233,750

64. *The law firm of Abela & Abela provided legal services to Shaukat Ali in 2018/19. Three payments of €21,250.00, €100,000 and €112,500 were made to the client account of Abela & Abela in July 2018. Abela & Abela raised an invoice dated 27 July 2019 for €9,973.90 regarding property transferred for a client referred to as 'spouses Shaukat". This invoice is dated one year after receiving the three payments from Accutor AG in July 2018.See Appendix 3.61.*

65. *The invoice which is found in Dr. Meli's data, does not identify the full name of the client, the address of the client or the details of the property transferred. However, the invoice reveals a property transfer value of €2,125,000.00 (€2.125M). The property transfer value should be checked and we have assumed that the amount stated is correct. [515]*

66. *According to the marriage certificate located in the data, Shaukat Ali's Spouse at the relevant time was Aasia. [516]*

67. *We note that the first payment to Abela & Abela in July 2018 of €21,250.00 was equal to 1% of the property transfer value and the next two payments for €100,000.00 and €112,500.00 (total €212,500.00) represented a further 10% of the property transfer value.*

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515 [shaukat 11.pdf]

516 [Aasia Parveen Shaukat ID.pdf]

68. *In Dr. Meli's data we also found a draft document entitled 'Extension to a Promise of Sale Agreement' between Shaukat Ali & Aasia Parveen (the Purchaser) and a Paul Xuereb (the Vendor) for what is described as: [517]*

> *'block of buildings consisting of a garage complex of four garages and four overlying maisonettes (all being duplex maisonettes) including their overlying airspace and underlying land, to be named 'Sweet Home', in Francis Attard street, formerly a new street (at times referred to as Sqaq L-Infetti) in Naxxar, Malta'.*

69. *The property description and location and the amount of Abela & Abela's fee (€9,973.90) may indicate whether the transfer value is correctly stated at €2,125,000.*

70. *The extension agreement was prepared by Sam Abela of Abela & Abela Notaries on 26 July 2019 and refers to an earlier promise of sale agreement between the parties which was entered into on an unspecified date in 2018. The extension date given in the document is 30 September 2019.*

71. *Aasia paid Paul Xuereb and Sonia Maria Xuereb €808.28 from her BoV Euro account 40018757826 on 9 December 2019. [518]*

72. *Based on the above, we suspect that Shaukat Ali entered into an agreement in 2018 to purchase the property (four garages and overlying four duplex maisonettes) and used the three payments from Accutor AG to pay a deposit and fees in July 2018 which amounted to 11% (or 1% + 10%) of the agreed purchase price. We further suspect that after agreeing to extend a 2018 promise of sale agreement the property was finally transferred to Shaukat Ali and/or his spouse in or around July 2019. The client file from Abela & Abela should be sought to confirm the purchase and the source of the remaining funds used for the purchase.*

73. *A cursory look on Google Maps reveals a large construction site being developed on a site adjoining Triq Francis Attard, Naxxar, Malta.*

74. *It is not clear how or why the Abela & Abela invoice or the extension to a promise of sale agreement came to be in the possession of Dr David Meli. Abela & Abela were also Shaukat Ali's lawyers in relation to his Will, which was notarized in August 2018. [519]*

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517 [extension Shaukat and Paul.docx]

518 [22052020, 1230 Office Lens.pdf - Page 12]

519 [JCBWS3 OOK IOX4 IDENTITY MALTA03446220220412122236.pdf]

75. *We know that both Shaukat Ali and Aasia gave their residential address as Apt 8 Complex C, Block T9F, Preti Court, Tigne Point, Sliema and we believe they purchased this property around 2010, which predates the above payments for property.*

76. *We see that the Government Property Department produced a receipt addressed to Aasia for payments in relation to the address from 08 October 2010 to 05 April 2017. [520] We suspect that this is a standard property charge or tax.*

77. *We have located what appears to be a property sales deed taken before Doctor of Law Mark Coppini (Notary) on 27 April 2010. [521]*

78. *The deed is between Darren Azzopardi on behalf of MIDI p.l.c. (the Vendor) and Aasia Parveen, wife of Shaukat Ali, (the Purchaser). The property, an apartment in Complex C, Block T9F, was purchased for €919,368.70 and a garage was purchased for €34,393.20, total purchase price €953,761.90.*

79. *Page 21 of the deed states:*

> *"iii. As a result from the document issued by the Inland Revenue Department annexed to this deed as Document "F" the promise of sale relative to this sale was notified to the Commissioner of Inland Revenue with reference number PS two zero zero four zero three seven nine four (PS 200403794) The rights arising from the preliminary agreement have been assigned by means of a separate agreement for the consideration of three hundred and forty six thousand two hundred and thirty eight Euro ten cents (€346,238.10) and therefore the global value of the property on which the Purchaser has to pay Tax amounts to one million three hundred thousand Euro (€1,300,000.00)..."*

LOANS FROM THE TUMULURI'S AND BLUESTONE

80. *Previously in paragraph 31 we identified that Bluestone made a loan of €50,000.00 to Global Assets Holdings Limited (GAH) on 4 April 2016. [522]*

81. *On the 16 January 2016 Aasia +35699888862 messaged 278010401440982 with BoV Euro bank account number 40023494608 and IBAN number. [523]*

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520 (Batch CS71 Mr Mrs Ali DB2000015202108120806 36.pdf - Page 133)

521 (BATCH CS71 MR MRS ALI DB2000015202108120806 36.pdf - Pages 469-490)

522 (Bank Statements EUR Part 1 (1).pdf - Page 14)

523 (message.body - Aasia Parveen Shaukat EUR acct no 40023494608 IBAN MT79VALL22013000000040023494608.msg)

82. *We believe from other messages that 278010401440982 is a number used by Ram Tumuluri, for example on 10 January 2016 Shaukat Ali +35699888863 messaged 278010401440982 with the message "Ram Bhai please call me Shaukat." [524]*

83. *On 19 January 2016 Aasia +35699888862 messaged 278010401440982 "Dear Ram Bhai Received with thanks 25000 euro regarding house repair costs. Best regards Aasia." [525]*

84. *On 18 January 2016 GAH BoV bank account 40023494608, received a deposit of €25,000.00 from Bluestone Investments, [526] We have not located a deposit of €25,000.00 into a personal bank account of Aasia in this time frame.*

85. *We would ask if this loan was for "house repair costs" why was it paid to GAH bank account and not a personal bank account?*

86. *On 04 November 2017, Aasia's BoV account 40018757826, received €25,000.00 identified as a loan from Bluestone Investment. [527]*

87. *On the 14 May 2019 Sonya Tumuluri signed a loan agreement with Aasia Parveen Shaukat. Mrs. Tumuluri will lend Aasia €50,000.00 at 0% interest for a term of 18 months. The version of the agreement we have located in the data is signed by Mrs. Tumuluri only. [528]*

88. *On 24 May 2019, Aasia's BoV account 40018757826, received €50,000.00 identified as a loan from Ms. Sonya Sarah Tumuluri. [529]*

89. *A Maltese shipping company called Gollcher Air Express Limited raised invoices dated 24 July 2017 and 3 August 2017 to 'Ms Sonya Tumuluri Accutor AG' and 'Aasia Parveen Shaukat Accutor AG' for the shipping of personal effects from Malta to Zurich, probably indicating that the Tumuluri and Ali families were relocating. [530] [531]*

CONCLUSION

90. *If Mr Spiteri's sworn testimony is true, Aasia was at the heart of the Gaddafi regime, as a personal secretary to Gaddafi she would have been a trusted member of the inner circle.*

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524 [message.body - Ram Bhai please call me. Shaukat msg]

525 [message.body - Dear Ram Bhai, Received with thanks 25000 euro regarding house repair cost. Best Regards Aasia.msg]

526 [OCW 3 File 1 VGH ET AI DOK BOV M0000152021100506371 6.pdf - Page 911]

527 [Statement - 40018757826 – 25.12.14 – 31.12.19.pdf - Page 42]

528 [06dbce34-82ad-466c-b840-85c76699c8da.pdf]

529 [Statement - 40018757826 – 25.12.14 – 31.12.19.pdf - Page 71]

530 [FWD INVOICE-3 MSG—son/inv00245120170724085459.pdf.pdf]

531 [URGENT INVOICE – FW PACKAGING LIST.MSG—invaasia00336220170803073309.pdf]

91. *In our opinion she has a full knowledge of the Gaddafi's family corrupt activities and along with her husband Shaukat Ali was party to them.*

92. *It is evident that Aasia has a degree of business acumen and was willing to hold Directorship's in family companies. She was used as a "clean face" to represent Shaukat, particularly in companies connected to the health care concession.*

93. *She was also very willing to receive hundreds of thousands of Euros, directly or indirectly from the healthcare care concession through directorships and consultancy agreements.*

Fakhra Shaukat Ali, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 110692A - Appendix 1.70:

1. *Fakhra Shaukat Ali (Fakhra) is the first wife of Shaukat Ali Chaudhry (Shaukat Ali), appendix 1.04. Fakhra holds/held Directorships in family companies and receives funds from family and associated companies.*

2. *Fakhra has fronted as a "clean face" for family companies, has facilitated consultancy fees for her husband and son to be paid into her bank account and has purchased properties in Malta and Pakistan with no personal source of funds.*

3. *Fakhra has received substantial benefit in payments and services from public funds through the health concession funding.*

PERSONAL CIRCUMSTANCES

4. *Fakhra was born in Lahore Pakistan on 25th December 1956 and had the maiden surname of Ismail. In her BOV bank application she described herself as resident in Malta from 2011, giving her profession as a housewife. [532]*

5. *Fakhra married Shaukat Ali in Pakistan. The marriage was registered on 10 April 1979. [533] Fakhra is the mother of Asad Shaukat Ali, appendix 1.10 and Wajid Shaukat Ali, appendix 1.11. [534]*

6. *Shaukat Ali's BOV EUR Savings account 40022647935, shows 2 payments of €3,000 to his wife Fakhra on 22 August 2016 and 17 September 2016. [535]*

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532 (Page 179, OCW 3 FILE 1 VGH ET AL ODK BOV M000015202110050637l6 pdf)

533 (Page 48 - BATCH TP81SHAUKAT ALI BAG GFX5034324202203211091123.pdf)

534 (Page 501 - BATCH CS71 MR MRS ALI OB2000015202108120806J6.pdf)

535 (Ali Shaukat.pdf)

7. *Fakhra's own BOV bank account 40022057677, shows several monthly deposits of between €2,000.00 and €18,000.00, listed as household expenses, from her husband Shaukat Ali and her son Asad Shaukat Ali. [536] Her annual income, on BOV account opening documents, is recorded as circa €50,000. [537]*

8. *Similarly, in July 2020, when Fakhra declared to BNF Bank that her annual nett income was stated to be €0 - €10,000.00 with expected level of activity €0 - €50,000.00, the source of wealth was her husband's salary. [538]*

BUSINESS LINKS AND DIRECTORSHIPS

SARTORIAL LIMITED

9. *For completeness, we have included the company Sartorial Limited (C59673) in which Fakhra was a Director, Legal Representative and Shareholder along with Jonathan Vella ID# 534687M and Isabelle Vella ID# 788360M. The company was dissolved on 14 March 2016 and is not part of this Inquiry. [539] Jonathan Vella works along with Christopher Spiteri, Auditor for the VGH and Steward group of companies and acted as an Accountant/Auditor in several Ali family companies in Malta - see appendix 10.10.*

EURASIA LIMITED Appendix 2.40

10. *Fakhra was a director (non-shareholder) of Eurasia Limited (C54028). [540] On 21 January 2015 Eurasia paid a €2,000.00 "birthday gift" to Fakhra, which seems rather unusual and late as her birthday is 25 December. [541] On the 30 November 2017 she received €16,000 via Eurasia which originated from Incorp SARL - see appendix 3.40. [542] This payment is identified as a consultancy payment on 30 November 2016 in a document titled Eurasia Register. No invoice number is recorded against the payment. Asad Ali received the same amount on the same date. [543]*

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536 [Page 369, OCW 3 FILE 1 VGH ET AL DOK BOV M0000152021100S083716.pdf]

537 [Page 179, OCW 3 FILE 1 VGH ET AL DOK BOV M0000152021100S063716.pdf]

538 [Pages 5 & 14, OCW 48 DOK BNF 10000332021100S101025.pdf]

539 [COMPANY_DISSOLUTIONS.pdf]

540 [Page 9, (1)_Renamedfile_Eurasia MoA.pdf]

541 [Page 19 - BATCH CS6 Eurasia Box OB1000001920220315073148]

542 [Page 1, Bank Statement.pdf]

543 [Page 1, Eurasia Register 2.pdf]

11. *We see nothing in Fakhra's employment history which would indicate what consultancy services she could supply Incorp SARL. Indeed, a Jobsplus document (JB4) dated 1 October 2021, shows her only employment history in Malta as employed full time by her own company Sartorial Limited between January 2014 and January 2015, although it was dissolved in early 2013. [544]*

12. *The payments to Fakhra & Asad Ali are recorded as consultancy in the printout of Eurasia's BOV bank account 40020352798. [545]*

13. *Eurasia Limited is recorded as paying household expenses to Fakhra from BOV bank account 40020352798. [546]*

    - *€18,000.00 on 23 June 2018 reference Ms Fakhra Shaukat A household expenses January till June '18.*
    - *€9,000.00 on 12 October 2018 reference Ms Fakhra Shaukat A household expenses.*
    - *These payments would indicate that Fakhra is receiving the equivalent of €3000.00 per month, why Eurasia Limited are making these payments for household expenses needs to be identified and is not evident in the data held.*

VGH GROUP & STEWARDS GROUP

14. *Between February 2018 and January 2019 Steward Management Ltd paid 13 payments to Fakhra, All were paid directly to her BoV bank savings account 40022057677 and in our opinion 6 payments totalling €60,000.00 were for her benefit: [547] We refer to the bank account as VGH/Steward because at the handover of the health concession the VGH Management account at BOV was simply renamed by Stewards and continued.*

DATE	*COMPANY*	*€*	*DETAILS*
27/04/2018	*VGH/Steward*	*10,000*	*Compensation for Apr 18*
01/06/2018	*VGH/Steward*	*10,000*	*Compensation May 2018*
27/06/2018	*VGH/Steward*	*10,000*	*Compensation June 2018*
01/10/2018	*VGH/Steward*	*10,000*	*Salary Sep 2018*

544 (Page 5, OCW 49 DOK JB1 to JB4000041202110061000003.pdf)

545 [(1)_Renamedfile_Eurasia – Missing Documents.msg – Bank Statement 2017 – 12.11.2018.pdf]

546 (Pages 6 & 7, (1)_Renamedfile_Eurasia – Missing Documents.msg – Bank Statement 2017 – 12.11.2018.pdf)

547 (Statement 40023647549 2015_2019.pdf)

01/11/2018	VGH/Steward	10,000	Salary Oct 2018
31/12/2018	VGH/Steward	10,000	Salary 2018
	TOTAL	€60,000.00	

15. *The other 7 payments totalling €65,000.00, in our opinion, were to facilitate Wajid Ali and are discussed below. All payments are attributed to Fakhra in our financial analysis at Appendix 1.701 to avoid double counting.*

16. *Fakhra is not a company official of VGH/Stewards Ltd, and we have not located an employment or consultancy contract for her in the data.*

17. *In a spreadsheet of payroll, expenses and consultancy payments from the VGH bank account 40023647549 created on 16 September 2019, on the summary tab are totals of consultancy payments:*

CONSULTANTS PAYMENTS	
PARTICULARS	**AMOUNT**
CONSULTANTS – ASA	168,086.98
CONSULTANTS – WSA	169,512.83
CONSULTANTS – DAVID	110,000.00
CONSULTANTS – IP	120.040.00
BANK CHARGES	40.00
TOTAL CONSULTANTS FYE 2018	567,599.81

18. *In our opinion ASA is Mr Asad Shaukat Ali, WSA is Mr Wajid Shaukat Ali, David is Dr David Meli and IP is Mr Ivan Poprocky. There is no record in this end of year summary of consultancy fees for Fakhra, even though she is declared as receiving consultancy payments in the bank record tabs of the same spreadsheet. [548]*

DATE	**COMPANY**	**Amount €**	**DETAILS**	**SOURCE**
14/02/2018	Accutor AG	9,000	Ref: ZD81045TI0179616 (Accutor AG)	[]
13/02/2019	Accutor AG	15,000	FAKALI Ref:ZD81044TI3516684 (Accutor AG)	Ditto
06/05/2019	Accutor AG	18,000	Ref: ZD81126TI8004242 (Accutor AG)	Ditto

548 [Summary Tab, Bank St_18 (Sabih).xlsx]

25/06/2019	Accutor AG	18,000	Ref: ZD81176TI1415741 (Accutor AG)	Ditto
16/12/2019	Accutor AG	5,990	inward PYT from Accutor AG	[]

ACCUTOR AG & ACCUTOR CONSULTING AG

19. The companies Accutor AG and Accutor Consulting AG made a total of 8 "consultancy" payments to Fakhra:

- **Accutor AG**

DATE	COMPANY	Amount €	DETAILS	SOURCE
14/02/2018	Accutor AG	9,000	Ref: ZD81045TI0179616 (Accutor AG)	[]
13/02/2019	Accutor AG	15,000	FAKALI Ref:ZD81044TI3516684 (Accutor AG)	Ditto
06/05/2019	Accutor AG	18,000	Ref: ZD81126TI8004242 (Accutor AG)	Ditto
25/06/2019	Accutor AG	18,000	Ref: ZD81176TI1415741 (Accutor AG)	Ditto
16/12/2019	Accutor AG	5,990	inward PYT from Accutor AG	[]

- **Accutor Consulting AG**

DATE	COMPANY	Amount €	DETAILS	SOURCE
04/03/2020	Accutor Consulting AG	9,000	SEPA from Accutor Consulting AG	[]
07/04/2020	Accutor Consulting AG	9,000	SEPA inward payment	Ditto
13/07/2020	Accutor Consulting AG	9,000	SEPA inward payment	Ditto

20. We have not located any evidence that Fakhra was a company official, employed or had a consultancy contract with Accutor AG or Accutor Consulting AG.

21. We have located a letter supplied to BNF Bank which states that Ali Shaukat is employed by Accutor AG with an address in Switzerland. The letter is dated 2 May 2018 and is signed Lujo Mikulici, Director. The letter states that the employment start date is 7 August 2017, with a salary of CHF 25,000 per month. [549]

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549 [Page 17, OCW 48 DOK BNF 10007520220324090609.pdf]

22. *There is a second letter dated 7 July 2020 from Accutor Consulting AG at the same Swiss address as Accutor AG, signed by Lujo Mikulici as Director. This letter states that "Mr Shaukat Ali is employed by the company as a consultant ..... (and) "upon his request we have wired EUR 9000 as part of his remuneration to the account of his wife to Malta." [550]*

PARTNERSHIP DEED – GQ's GLAMOUR

23. *We have identified a signed Partnership Deed between Mr. Wajid Shaukat Ali, Miss Gohar Taj and Mrs Fakhra Shaukat Ali dated 20 November 2020, the agreement relates to the business of a Salon/Spa, "GQ's Glamour" located at, 46/1B Main Boulevard Gulberg, Lahore, Pakistan. Fakhra has a 42% share in the partnership. [551]*

BLUESTONE INVESTMENTS MALTA LTD – LOANS

24. *On the 20 February 2016, Fakhra loaned €100,000.00 to Bluestone Investments Malta Ltd (C67975), Bluestone, App 3.1. The loan was for a term of 6 months at 5% and the agreement is signed by Ram Tumuluri for Bluestone and Fakhra Shaukat Ali as the lender. The signature of Fakhra is spelt Fakhera (there are several documents including bank docs with the signature spelt Fakhera), We add nothing more to this comment as we are not qualified document examiners. [552] The loan was repaid without interest on 11 April 2017. [553]*

25. *In a spreadsheet recording transactions on Bluestone's bank accounts, on the tab BS 2017, it shows many transactions, 3 of which we list below. [554] The June 2017 payment to Bluestone is reinforced in the spreadsheet created on 11 September 2018, tab 2017. [555]*

    - *11 Aril 2017, Loan repayment Fakhra Shaukat EUR 100,000.00 ref 311-11/04/2017-9441-587-1, -100,000*
    - *28 June 2017, Loan, Fakhra Shaukat, Temporary Loan ref 311-28/06/2017-9357-829-1, 100,000.*
    - *20 July 2017, Loan repayment, Fakhra Shaukat, Loan repayment EUR 105,000.00 ref 311-20/07/2017-9367-306-1 – 105,000.*

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550 (Page 19, OCW 48 DOK 8NF 10007620220324090609.pdf)

551 (Page 14, OCW 48 DOK 8NF 10000332021100510102S.pdf)

552 (Page 3 – 20-02-2016 – FAKHRA.pdf)

553 (Row 176, Bank Statements Bluestone 2016-2017 – Copy.xlsx)

554 (Tab BS 2017, Bank Statements Bluestone 2016-2017 – Copy.xlsx)

555 (Tab 2017, Row 41,Transfers to Bluestone 2016-2018.xlsx)

26. *The above spreadsheet would indicate that Fakhra lent Bluestone €100,000 on 2 occasions in 2017 and this is supported by the document showing Fakhra was repaid €105,000.00, on 20 July 2017. [556]*

27. *On 20 July 2017 Ram Tumuluri emailed Saba Abbas and instructed her to "please wire 105k to the account below. We borrowed it to pay wages to Technoline" Fakhra's BOV bank account details are given in the message. [557]*

28. *Examination of Fakhra's BOV bank account 40022057677 reveals the following: [558]*

DATE	WITHDRAWAL	DEPOSIT	AMOUNT €	DETAILS
24/02/2016	Yes		100,000.00	to Dr D Meli *
11/04/2017		Yes	100,000.00	Bluestone Loan repayment
28/06/2017	Yes		100,000.00	Bluestone Temporary Loan
20/07/2017		Yes	105,000.00	Bluestone Loan repayment

29. ** There is a letter from Dr D Meli dated 18 February 2016 confirming that €100,000.00 from Fakhra's account was deposited in his client's account. The letter does not state the purpose of the deposit. [559] .*

30. *There is another draft version, created by Dr D Meli, of a similar loan agreement dated 7 March 2016 again with a loan amount of €100,000.00 at 5% for 12 months. This draft is to be signed by David Meli on behalf of both parties. [560]*

31. *The account also shows that Fakhra's account received a deposit of €10,000.00 from Bluestone on 1 November 2017 reference compensation for October 2017. [561]*

32. *From the bank statement it is not clear if the payment is for her benefit, but when we examine the spreadsheet created on 26 December 2017, on the Bluestone tab, it shows a salary payment to Wajid Shaukat dated 11/01/2017 of €10,000.00 with the reference "Ms Fakhra Shaukat - a*

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556 (Page 379, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf

557 (Message.body - (Fwd: A/C details.msg)]

558 (Pages 373- 379 - OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

559 (Page 203, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

560 (Loan Agreement - Fakhra & Bluestone - 100k - March 2016.doc]

561 (Page 361, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

Compensation for October 17 EUR 10,000.00". [562] The BOV bank statement for the Bluestone account 40023647510 does not show a withdrawal of €10,000.00 on 11 January 2017 but does show a withdrawal of €10,000.00 to Fakhra on 1 November 2017 reference Compensation for Oct 17. [563]

33. *We believe that the way the date recorded on the spreadsheet is misleading and should read 01/11/2017 as it reflects in the bank accounts of Fakhra and Bluestone. And we will show it as a payment to Wajid Shaukat below. [564]*

34. *Fakhra received a similar payment of €10,000.00 from Bluestone on 29 December 2017, reference salary Dec 17. [565] This is reflected in the Bluestone BOV account 40023647510. [566]*

35. *There is no evidence in the data that Fakhra is a company official or employed by Bluestone Investments Limited.*

FACILITATING PAYMENTS FOR WAJID ALI

36. *On the 19 July 2017, Fakhra's son Wajid Ali emailed Ram Tumuluri and supplied details of his mother's BOV bank account 40022057677. [567]*

37. *On the 30 October 2017, Wajid Ali emailed Saba Abbas and Sabih Jafri at VGH and asked, "Could you please send my consultancy fees to the below mentioned A/C as I won't be using my own account due to personal reasons." He then supplies his mother's BOV bank account 40022057677. [568]*

38. *A spreadsheet created on 22 May 2018 in relation to BOV bank account 40023647549, shows a payroll payment of €10,000 Ms Fakhra Shaukat A Wajid S Ali salary Mar 2018 EUR 10,000.00 ref 311-10/04/2018-9479-201-1. On 1 February 2018, similar payments are made on 28 February 2018, 10 April 2018. [569]*

39. *VGH (Management) Ltd paid consultancy payments to Fakhra, a spreadsheet created on 10 April 2018 in relation to BOV bank account*

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562 (Bluestone tab, Row 7, AccountStatement_1st Nov to 25th Dec 2017.xlsx)

563 (Pages 54 & 98, Statement – 40023647510 (1.01.14 – 31.12.19).pdf)

564 (Bluestone tab, Row 7, AccountStatement_1st Nov to 25th Dec 2017.xlsx)

565 (Page 385, OCW 3 FILE 1 VGH ET AL DOK BOV M00001520211005063716.pdf)

566 (Page 105, Statement – 40023647510 (1.01.14 – 31.12.19).pdf)

567 (Message – A/C details (19/07/2017))

568 (Message – A/C Details (30/10/2017))

569 (Account Statement Tab, Row 143, Acc Statement 2018_Month Wise.xlsx)

40023647549, shows a payment of €10,000 on 2 August 2018 Ms Fakhra Shaukat A SAL WSA Comp JULY 2018 – ref 311-02/08/2018-9477-507-1, similar payments were made on 1 September 2018. [570]

40. *The spreadsheet created by on 15 January 2019 in relation to BOV bank account 40023647549, shows a payment of €10,000 "Director Salaries" on 31 January 2019, Ms Fakhra Shaukat A WSA Comp Jan 19 EUR 10,000.00 ref 311-31/01/2019-9352-1002-1 – 10,000.00. [571]*

41. *We have examined Fakhra's BOV bank account 40022057677 for deposits that reference Wajid Shaukat Ali shows the following:*[572]

DATE	AMOUNT €	COMPANY	REFERENCE
08/08/2017	45,000.00	-	Loan from Wajid Shaukat
19/10/2017	5,000.00	-	From Wajid Shaukat payback
20/10/2017	5,000.00	-	From Wajid Shaukat payback
TOTAL	**€55,000.00**		**From Wajid**
01/11/2017	10,000.00	Bluestone	Payment to Wajid see paragraphs 28-30 above
01/02/2018	10,000.00	VGH	Payroll Wajid Shaukat Ali
28/02/2018	10,000.00	VGH	DIR WSA compensation Feb 18
10/04/2018	10,000.00	VGH	Wajid S Ali salary Mar 2018
02/08/2018	10,000.00	Steward	Sal WSA Comp July 2018
01/09/2018	10,000.00	Steward	Salary Wajid S Ali Aug 2018
04/12/2018	5,000.00	Steward	Salary comp WSA Dec 18
31/01/2019	10,000.00	Steward	WSA comp Jan 19
TOTAL	**€75,000.00**		

570 [Account Statement 01 Jan_16 Oct 18 (version 1) (1).xlsx]

571 [Account Statement 2019 Tab , Row 244, AccountStatement 01 Jan – 31 dec 19 (Master)]

572 [Pages 365 to <05, OCW 3 FILE 1 VGH ET AL DOK BOV M00001520211005063716.pdf]

42. *Wajid still received sporadic salary payments from VGH into his BOV bank account 40020627287 during the above period. [573]*

PURCHASE OF PROPERTIES

43. *Examination of Fakhra's BOV bank account 40022057677 shows the following references to currency exchange. [574]*

DATE	*WITHDRAWAL*	*DEPOSIT*	*AMOUNT €*	*DETAILS*
22/04/2014		*Yes*	*22,956.00*	*Dollar East Exchange*
29/04/2014		*Yes*	*22,970.00*	*Dollar east Exchange*
02/10/2015		*Yes*	*25,381.00*	*Dollar East Exchange*
08/10/2015		*Yes*	*28,456.00*	*Dollar East Exchange*
27/10/2015		*Yes*	*28,456.00*	*Dollar East Exchange*
05/11/2015		*Yes*	*28,956.00*	*Dollar East Exchange*
18/11/2015		*Yes*	*18,876.00*	*Dollar East Exchange*
		TOTAL	***€176,051.00***	

44. *In a reply to BOV on source of wealth Fakhra claimed that these funds included funds received from Shaukat Ali. [575] On another source of wealth report (19/08/2019) she stated that "Moreover in ---------- I sold a property in Pakistan for the amount of €----------". Unfortunately, the date of sale and amount received have been left blank. [576]*

45. *We have identified a document which indicates that Fakhra purchased a property at house 12, Street 5, Edan Palace Villas Raiwind Road Lahore, on 3 April 2012 for a price of 80,000 Rupees. [577]*

46. *This may have been for Asad Ali as his name is on a transfer letter in relation to the property dated 18 February 2011. [578]*

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573 [Page 105, Statement – 40020627287 – 01.04.14 - 31.12.2019.pdf]

574 [Pages 367 – 371, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

575 [Page 185, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

576 [Page 191, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

577 [Pages 269 – 271, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

578 [Page 273, OCW 3 FILE 1 VGH ET AL DOK BOV M000015202110050637l6.pdf]

47. *In our opinion **if** funds from the property sale in Pakistan were transferred to Malta currency exchange would be required.*

48. *We have conducted a similar examination of Fakhra's bank account for references to property.*

DATE	***WITHDRAWAL***	***DEPOSIT***	***AMOUNT €***	***DETAILS***	
02/03/2017	*Yes*		*90,002.91*	*BP issue 208470 purchase of property*	
10/05/2017	*Yes*		*54,002.91**	*BP issue 258175 purchase of property*	
14/08/2017		*Yes*	*149,886.25*	*From Mount Everest FZ LLC assets to wife to by property*	
20/10/2017		*Yes*	*149,870.50*	*From Mount Everest FZ LLC assets to wife to by property*	
20/10/2017		*Yes*	*51,877.50*	*From Mount Everest FZ LLC assets to wife to by property*	
22/11/2017	*Yes*		*149,371.52**	*BP issue 268476 ok icc Chris Vella*	
22/11/2017	*Yes*		*336,631.39**	*BP issue 268477 ok icc Chris Vella*	
12/12/2017	*Yes*		*27,952.53**	*Dr Keith Calleja LLB property tax for Forum*	

49. *Between March – May 2017, Fakhra paid out €144,005.82 for property and her account received deposits totalling €152,733.05 not including the €100,000.00 loan repayment from Bluestone Investment. [579]*

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579 [Page 377, OCW 3 FILE 1 VGH ET AL DOK BOV M00001S20211005053716 pdf]

50. *Documents from BOV presented to the court state that the payment of €54,002.91 was the purchase of a bank draft on 10 May 2017 for €54,000.00 in favour of Antoine (Anthony) Galea and Alexandra Galea. [580] This bank draft was a 10% deposit for property purchase by Fakhra. [581]*

51. *Then between August and October 2017, Fakhra's account received 3 deposits from Mount Everest FZ LLC, totalling €351,634.25 to purchase property. Fakhra then paid out €486,002.91 to Chris Vella on the 22 November.*

52. *Followed on 12 December by €27,952.53 in property tax to Dr Keith Calleja for Forum. [582] This payment is supported by an Inland Revenue Receipt dated 4 December 2017 showing a payment of €20,000.00 for tax on a deed dated 22 November 2017 by Notary, Calleja Keith Ryan for the sale of property between Anthony Galea et Al and Fakhra Shaukat Ali. [583]*

53. *Fakhra purchased Apartment C9, Block C and Garage (39) at The Forum, Triq Sant' Andrija, Swieqi in November 2017 from Antoine Silvio Galea and his wife Alexandra Galea [584] for €500,000.00, plus a payment of €5,000.00 Provisional Duty. [585]*

54. ** The total amount paid by Fakhra was €567,952 including tax and fees. This does not identify which property Fakhra paid €90,002.91 towards in March 2017.*

BENEFITS RECEIVED

FLIGHTS

55. *In our opinion Fakhra has benefitted from flights paid for by Bluestone and VGH/Stewards.*

❖ DATE	FLIGHTS	COST €	INVOICE #	REFERENCES	COMPANY
30/09/2016	To Lahore	2,253	18644	[] []	Bluestone
03/11/2016	To Lahore amended ticket	75.00	18772	[]	Bluestone

580 [Page 145, OCW 3 FILE 1 VGH ET AL DOK BOV M0000152021100506371 6.pdf]

581 [Page 30, OCW 3 FILE 1 VGH ET AL DOK BOV M0000152021100506371 6.pdf]

582 [Page 383, OCW 3 FILE 1 VGH ET AL DOK BOV M0000152021100506371 6.pdf]

583 [Page 275, OCW 3 FILE 1 VGH ET AL DOK BOV M0000152021100506371 6.pdf]

584 [Page 121 to 229, OCW 3 FILE 1 VGH ET AL DOK BOV M0000152021100506371 6.pdf]

585 [Page 2, OCW 42 DOK DG 1000032202110051002 03 pdf]

21/01/2017	To Dubai	1,943.00	19097	[]	Bluestone
16/03/2017	To Lahore	2,623.00	19396	[]	VGH
28/06/2017	To London/ Edinburgh	435.00	19839	[]	VGH
11/09/2017	To Lahore (20/09/2017)	2,451	20151	[]	VGH
21/06/2018	To Lahore	2,737	21133	[]	VGH
14/08/2019	To Lahore (21/08/2019)	3,462.00	23622	[]	Steward
	TOTAL	€15,979			

❖ *Not date of flights.*

56. *Fakhra benefited to nearly €16,000.00 in flights from all three companies although she was not an employee or a consultant. There is only one entry in her BOV bank account which shows a withdrawal of €1000.00 in favor of Royal Travel on the 27 June 2017 with the reference Wajid Shaukat Ali for tickets. [586]*

57. *Fakhra received insurance cover (Osprey) from VGH Ltd in 2016 – this is identified in a spreadsheet created on 24/10/2017 for VGH Management, on tab Jun – Dec'16 shows a payment of €937.26. [587]*

58. *Fakhra was a member of Steward Group health care insurance in 2018/19 at a cost of €1600.00. [588]*

CONCLUSION

59. *It is evident that Fakhra was willing to hold Directorship's in family companies, she was used as a "clean face" to represent the family, she was also very willing to receive funds for family members and received hundreds of thousands of Euro, directly or indirectly from healthcare care concession.*

60. *Fakhra then transferred those funds to other family members and used them to purchase property in her own name.*

Adrian Hillman, detentur tal-Karta ta' l-Identità bin-Numru 561264(M) - Appendix 1.150:

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586 (Page 377, OCW 3 FILE 1 VGH ET AL DOC BOV M00001520211005063716.pdf)

587 (tab Jun – Dec'16, Row 403, Account Payable ledger – June to Dec'16 xlsx)

588 (Row 8, Steward list of members for International Cover 2018-2019(1)xlsx)

1. *Adrian Hillman is of interest to this inquiry due to his association with people and entities that are suspected of using the hospital concession funds illicitly for their own gain. He was the former Managing Director of Allied Newspapers who were the publishers of Times of Malta. He is currently charged in Malta with various financial crimes, including bribery and money laundering that are in part connected to the following associates.*

2. *The following persons and entities are closely associated to Adrian Hillman:*

    - *Keith Schembri (see Appendix 1.01)*
    - *Ram Tumuluri (see Appendix 1.13)*
    - *Pierre Sladden (see Appendix 1.30)*
    - *Gateway Solutions Limited (see Appendix 2.00)*
    - *MMXVI Limited (see Appendix 2.10)*
    - *Astromedic Limited (see Appendix 2.15)*
    - *Technoline Limited (see Appendix 2.20)*
    - *Eurybates Limited (see Appendix 3.74)*

3. *Adrian Hillman and Pierre Sladden are close business associates of Ivan Vassallo who was instrumental in the business arrangements surrounding Technoline. It is our opinion that agreements made out in Ivan Vassallo's name (see Appendix 1.12) gave Adrian Hillman and Pierre Sladden a concealed, majority shareholding in Technoline. Documentation examined indicates that Hillman was a willing participant in the process. (Further details regarding the share transfer can be found in Appendix 2.20)*

4. *A separate concealed ownership structure was also set up by Nexia BT in which Adrian Hillman and Pierre Sladden in an opaque ownership arrangement MMXVI Limited, with another company acting as nominee.*

5. *Adrian Hillman was also instrumental in validating and introducing Ram Tumuluri to Ivan Vassallo which ultimately led to Technoline being chosen as preferred supplier to VGH after the award of the concession.*

Adrian Hillman's Association with Ram Tumuluri, Technoline and Ivan Vassallo

6. *Ram Tumuluri's involvement in this inquiry is set out in detail in Appendix 1.13.*

7. *One of the preferred suppliers contracted to supply services under the concession to VGH was Technoline Limited (see Appendix 2.20). On paper, Technoline was owned by Ivan Vassallo through his company Gateway Solutions Ltd. How Ram Tumuluri met and into a business arrangement with Ivan Vassallo was expedited by Adrian Hillman.*

8. *On 04 September 2015 Adrian Hillman was involved in an email exchange concerning with Ivan Vassallo concerning Ram Tumuluri. In the emails Ivan Vassallo wrote 'Adrian, hi, that's a picture of the Ram Tumuluri that I met. He was representing Vitalis Global Healthcare. He had a Libyan with him called Assad, very cultured, who said that he had been living in Malta since 1984. Can you confirm that he is the real deal, Ram, I mean. Adrian Hillman replied, 'Ok will do' to which Ivan Vassallo replied, 'Thank Keith Schembri...'. Ivan Vassallo then sent another message saying, 'He has asked for a proposal for about 20 mill market value....'. A few hours later Adrian Hillman replied, 'What equipment are we talking about?' to which Vassallo replied 'A Gamma Knife (the new ICON version, a Linear Accelerator VERSA HD for St Lukes Hospital and another VERSA for Gozo plus a lot of software. Total net price to us (transfer price) is around 13.5 for the equipment and around 1 every year for service'. He then adds 'That's without financing of course....' [589]*

9. *Ivan Vassallo had further email correspondence with Adrian Hillman about Ram Tumuluri, VGH and the proposed "Gamma Knife" project between October 2015 and December 2015. This suggests that Hillman was fully aware of the terms and proposals regarding this matter. Further details about the "Gamma Knife" deal can be found in Appendix 2.20.*

10. *In our opinion Adrian Hillman's knowledge and involvement in Technoline and Gateway and with Ivan Vassallo and Ram Tumuluri places him as a trusted party in the ensuing illicit activity concerning these parties. It is also prescient that Ivan Vassallo felt he could drop Keith Schembri's name into communications about these matters which would further confirm Hillman's trusted status*

Adrian Hillman's knowledge of concession awards to Technoline and Gateway

11. *Prior to the award of the concession Adrian Hillman was given an insight into the financial standing of one of the companies that would be elevated to preferred supplier status when in an email dated 8th December 2015 Ivan Vassallo provided him with a copy of an HSBC*

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589 (chat-871 txt, page 4)

finance document for Technoline showing a figure of €3,340,482. [590] [591]

12. *On the 11 August 2015 Ivan Vassallo sent a message to Adrian Hillman 'Hi Adrian, good morning. VGH are asking for a meeting with their architect including a site visit next week about their radiotherapy project. Their CEO is also going to be present. I feel like we are being overtaken by events.'*

13. *On 13 November 2015 Ivan Vassallo emailed Adrian Hillman with updated details and options to purchase two complete Linear Accelerator Packages (total cost €23.3M rising to €24.7M). Ivan Vassallo's closing remarks to Hillman was: "Please let me know. 500K present in all three options"*

14. *On 3 April 2016 Ivan Vassallo emailed Adrian Hillman the latest version of the VGH/Gateway agreement. Hillman forwarded the email to Keith Schembri who in turn forwarded it to Shaukat Ali. Adrian Hillman also acted provided Keith Schembri with Ivan Vassallo's instructions and administration for the purchase by Gateway of Technoline's shares. It would appear therefore that Adrian Hillman was used as a proxy to receive and send emails between Ivan Vassallo and Keith Schembri.*

15. *Prior to 2015 Gateway Solutions Limited (Gateway) was a valueless IT company with little or no prospect for profitable growth. It did not operate in the pharmaceutical or medical supply sector. In July 2015 Ivan Vassallo and his four associates, Keith Schembri, Konrad Mizzi, Adrian Hillman and Pierre Sladden began to take steps that would see Gateway enter the pharmaceutical and medical supply sector and lead it to acquire Technoline Limited. Full details of this matter can be found in Appendices 2.20 and 2.00.*

16. *Between July 2015 and January 2016 Ivan Vassallo planned the restructuring of the ownership of Gateway which led to the preparation of a private share agreement which, for no consideration, ascribed 90% of Gateway's shares to Adrian Hillman and Pierre Sladden.*

17. *It is our opinion that Adrian Hillman benefited financially from the Gateway/Technoline/VGH. We find that funds of €5M were paid from VGH to Gateway and Technoline out of the concession monies. It is our opinion that these were in consideration for a prearranged exclusive*

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590 (11862(1).partial.eml)

591 (0428_001.pdf)

supply contract with VGH. They also represented payback to Mr Schembri and Dr Mizzi for their parts in the conspiracy to award the Maltese Healthcare Concession to VGH. It follows that in our opinion the €5M paid from VGH to Gateway in February and April 2017 was for the benefit of Keith Schembri and Konrad Mizzi and to a lesser degree, Ivan Vassallo, Adrian Hillman and Pierre Sladden.

Adrian Hillman's role as intercessor between Ivan Vassallo and Keith Schembri

October 2015 emails

18. *On 3 October 2015, Adrian Hillman sent Mr Schembri a Word document created by Ivan Vassallo on 30 September 2015 which set out Mr Vassallo's proposal for Technoline to sell a major equipment package known as the Gamma Knife to VGH via Gateway. It was intended that the sale of the equipment would generate the profit for Gateway to fund the purchase of Technoline's shares. [592] [593]*

19. *On 10 October 2015, Adrian Hillman forwarded Keith Schembri an email he had received from Ivan Vassallo regarding a potential meeting between VGH and Elekta. [594]*

20. *On 20 October 2015, Adrian Hillman sent Mr Schembri a Word document and three spreadsheets created by Ivan Vassallo on the same day. The Word document entitled "Read Me First" contained instructions and information on the three spreadsheets whilst the spreadsheets set out the cost of the equipment from Elekta and the potential profit margins of 15%, 20% and 25% (each lower than the 30% contained in Mr Vassallo's initial proposal) that might be achieved by Technoline. [595] [596] [597] [598]*

21. *In providing the document and spreadsheets, Mr Vassallo had given Adrian Hillman and by extension, Mr Schembri, a financial model for the equipment sale and the instructions on how to use it. The emails and their contents represented sensitive business information prepared by Ivan Vassallo for Gateway and in passing it to Keith Schembri,*

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592 [Proposal to sell the following equipment package to VGH.docx]

593 [284905.emlx]

594 [285179.partial.emlx]

595 [Read Me First.docx]

596 [VGH 20102015 12.30 15]

597 [VGH 20102015 12.30 20]

598 [VGH 20102015 12.30 20 25]

Adrian Hillman underlined the co-related business relationship operating at Gateway.

November 2015 emails

22. *On 25 November 2015, Adrian Hillman forwarded Keith Schembri another email that he had received from Ivan Vassallo. Attached to this email was a fourth version of the proposal detailed above. [599] [600]*

December 2015 email

23. *On 8 December 2015, Adrian Hillman sent Keith Schembri a copy of a letter from HSBC bank to Technoline Limited dated 24 April 2015 which set out details of Technoline's facilities with the bank and the security held by HSBC. Adrian Hillman had received the letter from Ivan Vassallo immediately prior to him sending it to Mr Schembri. [601] [602]*

24. *In our experience such a letter would normally be expected to be shared only between a target company and a prospective purchaser. We consider its presence in Keith Schembri's data would be consistent with him being a potential purchaser of, or at very least a principal advisor on the purchase of, Technoline.*

Emails from 2016

25. *On 3 April 2016, Ivan Vassallo emailed Adrian Hillman attaching the latest version of the purchase agreement dated 6 March 2016 between VGH and Gateway and an "Application for issue of Documentary Credit" from HSBC Bank Malta PLC. [603] [604] [605] [606]*

26. *Adrian Hillman then forwarded the email to Mr Schembri on the same day and Mr Schembri immediately forwarded the email to Shaukat Ali. In our opinion the email and information passing between Keith Schembri and Shaukat Ali represented the coming together of the respective 'hidden' owners of Gateway and VGH at a time when the equipment deal was nearing completion.*

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599 [283470.partial.emlx]

600 [2015-109161-SD IVAN VASSALLO – VITALS HEALTHCARE PROJECT_13.11.2015 v4.docx]

601 [282799.partial.emlx]

602 [0428_001.pdf]

603 [61179 partial.emlx]

604 [VGH GWS Purch Ag 28032016 09.50 www Disc.pdf]

605 [TECHNOLINE INCOMING IVAN VASSALLO DC 250216.pdf]

606 [5169(2).partial.emlx]

Ivan Vassallo liaison with Adrian Hillman and Pierre Sladden

27. *Mr Vassallo and Mr Hillman were routinely in contact during 2015 in relation to Gateway's proposed equipment sale to VGH and the private share transfer arrangement.*

28. *In relation to Gateway's purchase of Technoline's shares, Mr Vassallo and Mr Hillman were also in contact. For example, in September 2015, Mr Vassallo provided Mr Hillman with a Promise of Sale document in relation to Gateway's offer to purchase Technoline's shares. [607] [608]*

29. *In November 2015, Ivan Vassallo sent Adrian Hillman a final draft of the equipment deal proposal between Gateway and VGH. [609]*

30. *On 10 December 2015 Ivan Vassallo messaged Adrian Hillman regarding HSBC's concerns on the prospective deal to buy the shares in Technoline. Mr Vassallo commented: [610]*

    "HSBC are only concerned that we are not putting up a deposit for the share price. They will be working on it however. B is going to talk to Ali to have 2 ready as that deposit however HSBC have to agree to make dividends available for us to repay Ali. Financing for the VGH project through HSBC is not a problem.'

31. *Further interactions between Adrian Hillman and Ivan Vassallo concerning Gateway's purchase of Technoline are set out in appendix 2.10.*

32. *On New Years Eve 2015, Ivan Vassallo emailed Adrian Hillman to reflect on the year: [611]*

    'I have it in mind that you will agree that 2015 was a rather exciting time. I for one found it so. What makes it especially memorable is my new acquaintance with you.

    I consider it a real privilege for our circles to have intersected so. And may I observe that more than an intersection, it is a congruence.

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607 (259296.emlx)

608 (Gateway Solutions Ltd – AEG.docx)

609 (12884.partial.emlx)

610 (Messages 2.pdf, Page 14053)

611 (59417.emlx)

I especially value your incisive and analytical character. I am sure that these attributes will result in a realistic and beneficial synergy that will be tough to beat.

Please accept my unqualified regards in cera and my very best wishes to you and yours for all the joy, health and prosperity in the year ahead.'

33. *On 14 December 2015, Antionette Scerri of Nexia BT emailed Ivan Vassallo in relation to an engagement letter for Gateway. [612] [613]*

Ms Scerri commented:

"Can we meet this week so we start working on the documentation in relation to the share transfers and explain the structure that shall take place if new shareholders will join in coming years"

34. *Ivan Vassallo forwarded the email to Adrian Hillman commenting: "I think that this is a meeting that Pierre and yourself should attend" to which Mr Hillman replied: "Yes but you need to be there too". [614]*

35. *Ivan Vassallo, Pierre Sladden, Adrian Hillman and Brian Tonna met on 15 January 2016 at Nexia Offices. [615] [616]*

Adrian Hillman's links to MMXVI LIMITED

36. *For further details about MMXVI Limited see Appendix 2.10. The company was incorporated in Malta on 12 February 2016. [617]*

37. *Adrian Hillman and Pierre Sladden each held 480 out of 1,200 shares (40% each) through BT International Limited acting as nominee. The remaining 240 shares or 20% of the share capital was personally owned by Ivan Vassallo. [618]*

38. *Early drafts of the Memorandum of Association prepared on 4 February 2016 by Nexia BT (Dr Mariella Baldacchino and Stephanie*

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612 (12046.partial.emlx)

613 (GSL – Tax engagement Letter.pdf)

614 (12046.partial.emlx)

615 (290625.partial.emlx)

616 (message.body - Ivan Vassallo Adrian Hillman Pierre Sladden.msg)

617 (MMXVI Ltd.pdf)

618 (BTI List of Clients.xlsx)

Bianco) show Ivan Vassallo as the owner of all 1,200 shares. [619] [620] [621]

39. *Mr Vassallo emailed the draft Memorandum and Articles of Association to Adrian Hillman on 11 February 2016. [622]*

40. *Various share ownership diagrams and share certificates prepared by Nexia BT in September 2016 confirm Ivan Vassallo's ownership of 240 shares and BT International Limited acting as nominee on behalf of Adrian Hillman and Pierre Sladden. [623] [624] [625] [626] [627]*

41. *Despite his majority shareholding Adrian Hillman's involvement with MMXVI was extremely limited. He was scheduled to attend a meeting at Nexia BT in December 2015 but other than letters of engagement, letters of service and letters of termination between BT International Limited and Adrian Hillman we did not identify any other activity in connection with the Company.*

42. *Despite his lack of activity, Adrian Hillman's involvement in MMXVI was sketched out in Ivan Vassallo's diary diagram of 11 February 2016. This shows that MMXVI was to have 3 directors designated "AH", "PS" and "IVAN VASSALLO". We believe AH represent Adrian Hillman.*

43. *Mr Vassallo also noted "MMXVI Ivan Vassallo + 2FID AH 1 PS 1". We consider this was a reference to MMXVI's 3 directors, namely Ivan Vassallo, Adrian Hillman and Pierre Sladden with the latter pair's respective interests being represented through a fiduciary agent in BTI International Limited.*

44. *On 9 May 2016, Ivan Vassallo emailed BOV informing them that MMXVI had been registered. Mr Vassallo requested that the Capital Deposited in the New Company Formation Account be transferred to Eurybates Limited. [628]*

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619 [Memorandum[2].doc]

620 [Memorandum[5].pdf]

621 [Memorandum[6].pdf]

622 [12062.partial.emlx]

623 [20160914 Group Structure – AH.xlsx]

624 [20160914 Group Structure – Sladden.xlsx]

625 [20160212 Share Certificate 1 – AH.doc]

626 [20160212 Share Certificate 2 – Sladden.doc]

627 [20160212 Share Certificate 2.doc]

628 [1701.emlx]

45. *Therefore, Mr Vassallo was asking the bank to transfer MMXVI's capital, 80% of which was owned by Adrian Hillman and Pierre Sladden through BT International Limited, to his privately owned Company.*

46. *BT International Limited issued Fiduciary Declarations to both Adrian Hillman and Pierre Sladden dated 7 March 2017. We did not identify signed copies of the declarations.*

47. *On 29 November 2019, BT International Limited gave notice to Pierre Sladden and Adrian Hillman that the nominee shareholding service provided to them was to be terminated from 31 December 2019. Per the termination letter this was as a result of legislation requiring companies registered in Malta to disclose to the Malta Business Registry the identity of each ultimate beneficial owner.*

48. *The termination notice letters advised Adrian Hillman and Pierre Sladden of their options to have the current shareholdings transferred directly into their own names or identify and appoint an alternative service provider. However, the letters were really a formality as by 29 November 2019 the company was already in the final stages of liquidation. [629] [630] [631]*

Adrian Hillman's links to Eurybates

49. *Adrian Hillman's role in facilitating and fronting companies also extended to a company called Eurybates Limited. Eurybates role in the conspiracy is fully set out in Appendix 3.74.*

50. *In the first instance Eurybates was formed to become part of a joint venture called "Gene Malta" which was to become involved in the provision of personalised medicine at a new €100M hospital based at Smart City Malta.*

51. *As set out in Appendix 3.74 connections between Eurybates, Technoline, Gateway, Pierre Sladden and MMXVI Limited indicate the incorporation of Eurybates to have been part of the wider plan for Mr Vassallo and his associates to take control of Technoline. In our opinion Eurybates, MMXVI, Gateway, Technoline and Astromedic were each being operated under the same private ownership arrangement, with Ivan Vassallo's public 100% shareholdings in each of Gateway/ Technoline and Eurybates being privately limited to just 10%. We*

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629 [20191129 Termination Notice (1).pdf]

630 [2019.11.29 – Termination letter – MMXVI Ltd (1).docx]

631 [20191129 Termination Notice.pdf]

suspect that as with Gateway one of the concealed owners of Eurybates was Adrian Hillman.

VGH's transfer of the concession to Stewards

52. *On 13 December 2017 Ivan Vassallo broke the news to Mario Gatt, Accountant in Technoline, that the change in VGH ownership to Steward was in the offing. Mr Vassallo understood at that time that the exclusive supply contract between Technoline and VGH would be retained.*

53. *It is significant that at this stage the 'nominee' shareholders in Technoline, Hillman and Sladden, appear to fade out of the picture. When the transaction soured, it was going to require the further intervention of the real key players to resolve matters.*

54. *In June 2018, Keith Schembri forwarded Asad Ali an email he had received from his associate, Adrian Hillman. Mr. Hillman's CV and a covering letter to Armin Ernst were also attached. In the attached letter Mr. Hillman offered his services to Steward Health Care. [632] [633] [634]*

Conclusion

55. *Key to understanding the circumstances of Astromedic, MMXVI and the new Technoline group and the planned shareholding of Gateway is the identification of Astromedic's (or its Guernsey holding company) four intended directors referred to by Ivan Vassallo in his records as "K", "K", "B" and "?".*

56. *We consider it possible that two of the four intended directors known as "K" and "K" were references to Keith Schembri and Konrad Mizzi. We case this supposition on:*

    their respective involvements with Gateway at the time of the planned sale of the Gamma Knife to VGH between October 2015 and April 2016 (appendix 2.00)

    them each receiving Nexia BT's email on the options for the structure, dividends and tax position of the Technoline group on 13 January 2016. [635]

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632 [629477.partial.emlx]

633 [Adrian Hillman – Cover letter.pdf]

634 [hillmancv updateJune18.pdf]

635 [112544.partial.emlx]

57. *Mr Schembri's long standing business and personal relationships with Adrian Hillman, Pierre Sladden (See Appendix 1.30) and Brian Tonna (see Appendix 10.01) draws the latter three individuals into the overarching scheme to use Technoline to illicitly obtain funds under the concession.*

58. *It is our opinion that Adrian Hillman both operated as nominee shareholder for the companies mentioned herein and as a conduit for communication regarding matters which affected arguably the true owners of those companies namely Keith Schembri and Dr Mizzi.*

Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432 - Appendix 2.00:

1. *In this appendix we will set out an analysis of the documentary evidence that in our opinion strongly suggests that:*

   - *From the awarding of the Concession in July 2015 onwards, Keith Schembri and Konrad Mizzi and their associates were intended to be the owners of Gateway and that it would purchase Technoline.*
   - *This ownership was to be concealed.*
   - *They were to acquire 100% of Technoline using GOM funds fraudulently channelled via the VGH concession.*
   - *They would thereby have acquired the valuable assets and profitable income stream of Technoline without paying for them.*
   - *Immediately after the acquisition of that company Technoline was awarded a multi-million Euro contract by VGH for the exclusive supply of pharmaceutical and medical supplies.*
   - *Their concealed acquisition of Gateway which in turn acquired Technoline would entitle Messrs Schembri and Mizzi and their associates to the profits on items supplied to VGH.*

2. *Prior to 2015 Gateway Solutions Limited (Gateway) was a valueless IT company with little or no prospect for profitable growth. Seemingly, under Ivan Vassallo's sole stewardship, it had neither the necessary business model, financing, or connections to become a success. It did not operate in the pharmaceutical or medical supply sector.*

3. *All that changed in July 2015 when Mr Vassallo and his four associates, Keith Schembri, Konrad Mizzi, Adrian Hillman and Pierre Sladden began to take steps that would eventually see Gateway enter the pharmaceutical and medical supply sector and lead it to acquire its*

hugely profitable trading subsidiary, Technoline Limited (Technoline) in 2017.

4. *Between July 2015 and January 2016 Mr Vassallo planned the restructuring of the private ownership of Gateway on behalf of his associates by giving away for free, 90% of the company's shares to them. Mr Vassallo recorded the new private shareholding of the company in his personal diary and consulted with two lawyers in relation to the changes in ownership. This led to the preparation of private share agreements in December 2015 which, for no consideration, ascribed 90% of Gateway's shares to two of Mr Schembri's associates, Adrian Hillman and Pierre Sladden, two gentlemen who had no previous experience or connection to the pharmaceutical and medical supply sector.*

5. *Mr Schembri's and Dr Mizzi's involvement with Gateway continued as they received details of Gateway's sensitive business information throughout January and February 2016. Indeed, so sensitive was the business information shared with them that it included Mr Vassallo's entire financial workings of what would have become Gateway's seminal sales transaction, a transaction that was purposefully designed to create sufficient cash within Gateway to give it the wherewithal to purchase Technoline's shares.*

6. *The seminal sales transaction was the purchase and sale of a major equipment and servicing package which we simply refer to as the 'Gamma Knife'. In late 2015, Ivan Vassallo drew up various proposals on behalf of Gateway to sell the Gamma Knife and the related servicing package to VGH for a sum of up to €29.8M which he calculated would generate profit of up to €4M+ for Technoline. However, for Gateway, the size of the deal and the profit it would create for Technoline was of secondary importance to the amount of cash that the deal was expected to generate for Gateway. This was initially calculated by Mr Vassallo at €6.4M of which €2M would be used to purchase shares in Technoline. Mr Schembri received Mr Vassallo's workings for the arrangement via Adrian Hillman.*

7. *In late 2015, Mr Schembri and Dr Mizzi received various incarnations of Gateway's proposals which removed any possibility, however remote, that they were being made party to Gateway's private financial information because of their respective roles within GOM. To get Gateway's private business information to Mr Schembri, Mr Vassallo used Mr Hillman as a proxy to receive and send emails. Mr Hillman then passed the emails to Mr Schembri (and Mr Schembri to Dr Mizzi) in what in our opinion was a practical demonstration of what we believe to have been Mr Hillman's key function for Mr*

Schembri, namely acting as a nominee shareholder for him by virtue of the private 45% stake in Gateway afforded to Mr Hillman by Ivan Vassallo.

8. *The deal to sell the Gamma Knife to VGH was still on the table in April 2016 when Keith Schembri sent a copy of the latest draft purchase agreement between Gateway and VGH for the Gamma Knife to VGH's Shaukat Ali. Although Mr Schembri was not party to the private share agreements prepared earlier in the year for Mr Vassallo, sending the Gamma Knife purchase agreement to Shaukat Ali confirmed Keith Schembri's continuing deep involvement with Gateway's formative sales transaction. Indeed, it is our opinion that the email and agreement sent by Keith Schembri to Shaukat Ali on 3 April 2016 represented the coming together of the respective leaders of Gateway and VGH at a time when the equipment deal was nearing completion.*

9. *The equipment deal between Gateway and VGH had however one major issue which ultimately did not allow it to progress either in April 2016 or at all and that was at the time VGH simply did not have sufficient cash to pay Gateway. This meant that the advanced payment built into the purchase agreement, which was required to start the deal and get sufficient cash into Gateway to allow it to purchase Technoline's shares, could not happen. Keith Schembri, Konrad Mizzi, Shaukat Ali and Ram Tumuluri would each have been aware that by April 2016, GOM had still not started to make payments to VGH and as a result the equipment deal, which was time limited, eventually fell by the wayside.*

10. *In February 2016, Ram Tumuluri sent a letter to Ivan Vassallo expressing VGH's commitment to the deal. The letter, found in Mr Schembri's data and which was to be brought to the attention of HSBC bank by Mr Schembri's accountant, Brian Tonna, outlined Ram Tumuluri's and VGH's:*

    "serious intent to purchase the medical equipment from Elekta that you have recommended subject to us completing formalities with the Government of Malta and concluding financing from HSBC Malta".

11. *Ram Tumuluri, whilst aiming to show the strength of VGH's intentions towards the equipment deal to HSBC, had caveated the same intentions by pointing out that VGH still needed to obtain finance and complete its negotiations with GOM, which itself was an acknowledgement that GOM's funding of VGH had not yet started. However, more importantly, in this single paragraph Mr Tumuluri was highlighting how Dr Mizzi's Department for Health (and perhaps Mr Schembri's OPM too) would still have had some degree of control and influence over such a major transaction, which would have benefited Gateway*

enormously (and by extension both Mr Schembri and Dr Mizzi), was still subject to a negotiation process with GOM.

12. *In April 2017, with funds from GOM for the running of the concession now flowing to VGH, the abandoned equipment deal was replaced by a much less complicated means of providing Gateway with the funding it needed to purchase Technoline – by way of a convertible loan note agreement for €5M from VPL to Gateway. Vitals Procurement Limited (VPL), using VGH funds, lending Ivan Vassallo's Gateway the funds to allow Gateway to become VGH's exclusive supplier was on the face of it, for Mr Vassallo, an extremely fortuitous and a once in a lifetime opportunity but in a scenario where Mr Vassallo's associates controlled Gateway, it also helpfully revealed the sheer extent of the improper relationship between those that controlled VGH and Mr Vassallo's key associates in Gateway, namely Keith Schembri and Konrad Mizzi.*

13. *VGH's award of an exclusive supply contract to Technoline in April 2017 could have been awarded at any stage prior to Gateway's purchase of the shares in Technoline. That it was not, makes it clear to us that VGH did not award the contract for legitimate commercial reasons. There was obviously a plan intended to ensure that Technoline would not benefit from such an exclusivity contract until such time as its ownership could be handed over to Ivan Vassallo and, more importantly, his associates. Before April 2017 Technoline and Ivan Vassallo would presumably have held exactly the same industry experience and supply network to give VGH confidence over Technoline's eligibility to become its exclusive supplier (pricing and the security of supply etc). In our opinion the only credible reason VGH delayed giving the exclusive supply contract to Technoline until April 2017 was that until Technoline's shares were bought by Gateway (and its ownership therefore placed into the private ownership arrangement of Ivan Vassallo and his key associates, Keith Schembri and Konrad Mizzi), VGH's and Shaukat Ali's part in a concealed scheme to remunerate Keith Schembri and Konrad Mizzi could not be completed. It appears equally obvious, that there would have been little rationale for VGH to choose to reward a completely unrelated individual, Ivan Vassallo, with 100% of the profit on the entire supply chain operated by the hospital concession.*

14. *In January 2018, when the takeover by Steward Healthcare International was underway, Armin Ernst made it clear to Mr Schembri and Shaukat Ali that, in his opinion, concession funds should not have been used to purchase Technoline. However, instead of expressing shock and horror at this alarming piece of new information from Mr Ernst, Mr Schembri did not address the allegation or raise the matter with anyone within GOM. We suggest that this was because,*

not only was Mr Schembri already fully aware of what was going on in VGH, but in fact it was Mr Schembri and his associates within Gateway who had actually received the funds from VGH to purchase Technoline's shares.

15. *We also believe that in this email Armin Ernst was putting Mr Schembri on notice that Steward would want compensation for the funds extracted from the concession balance sheet by VGH and its backers. He made it clear in this email that either:*

- *Steward wanted ownership of Technoline*

  or

- *wanted to be repaid the substantial loan of €5M misappropriated from the coffers of the concession.*

16. *It is significant in our opinion that Armin Ernst chose to address these demands not to the vendors VGH, and not to a government department, but rather to Mr Schembri personally. The conclusion we draw from this is that Ernst knew that it would be Mr Schembri who would decide on the future of Technoline and its substantial loan from VGH, and not Ivan Vassallo. As the ultimate beneficial owner of the investment, it would be Schembri's decision whether to choose to retain his ownership of Technoline (and pay Steward compensation for it) or hand it over to Steward.*

17. *It is also surely significant that a third option, and one might say the only legitimate option, regarding Technoline was not even put onto the table at this juncture. Surely the obvious response to such dramatic disclosures from Armin Ernst to the Chief of Staff about the conduct of VGH and the misappropriated funds used to buy Technoline was to call for an immediate investigation into the entire matter, to place the hospital concession out to tender on the open market and to claim ownership of the shares purchased with government funds. The fact that neither Armin Ernst or Mr Schembri even considered such an obvious route implies that both were well aware of their complicity in the matter and needed to work together to find an escape route which would serve both their purposes.*

18. *Standing back from the enormous amount of detailed information available on Gateway is the remarkable fact that nowhere in all of the documents concerning the purchase of Technoline's shares was there ever a suggestion made that Gateway's shareholder(s) would put up any of their own funding in the deal. Of course, that was deliberate as to do so would only have served to increase the risk of revealing the true identity of Gateway's owners. Indeed, the only thing the two ways of funding the purchase (the equipment deal, and loan note agreement) had in common was that neither required Gateway's shareholder(s) to*

put up any capital and that all necessary funding was destined to be provided by VGH, using government funds, once GOM had started to fund the concession.

19. *However, we would contend that in both scenarios (the equipment deal and loan note agreement) something much more valuable than mere equity capital had already been put up as a contribution to the deal by Gateway's private shareholders, namely their personal contributions to the award of the Maltese Healthcare Concession to VGH (appendix 4.01). It is therefore our view that the funds of €5M paid from VGH to Gateway and Technoline's prearranged exclusive supply contract with VGH were simply part of the payback to Mr Schembri and Dr Mizzi for their parts in the conspiracy to award the Maltese Healthcare Concession to VGH. It follows that in our opinion the €5M or thereabouts paid from VGH to Gateway in February and April 2017 represented embezzlement from the Maltese Healthcare Concession for the benefit of Keith Schembri and Konrad Mizzi and to a lesser degree, Ivan Vassallo, Adrian Hillman and Pierre Sladden.*

20. *We agree with Armin Ernst's assertion that the cash to buy Technoline was wrongly taken from the funds provided by GOM to VGH for the running of the Maltese Hospital Concession and it follows that in our opinion GOM and/or the Maltese taxpayer has a legitimate claim to the ownership of Technoline, and all of its accumulated profits earned since 4 April 2017.*

21. *However, we expect that premise might well be contested by Steward Healthcare International. We note as recently as January 2021 that Ivan Vassallo pledged all 1,500 shares in Gateway and 40,000 shares in Technoline to Steward Healthcare International as security for the balance of the loan still owed by Gateway to Steward. However, Malta Business Registry still shows Ivan Vassallo as holding the 1500 shares for Gateway, and Gateway holding 39,999 of the shares of Technoline. The pledge of the shares in January 2021 did not transfer the ownership of Gateway out of Vassallo (and his backers) hands over to Steward. The 'deal' between Steward and Gateway was for Steward to get paid back the €5M – partly by Contra against a trading balance owed, partly by some 'approved' future sales between the parties leaving a final loan balance of circa €1.9M. Steward looked for security as collateral for this remaining loan and got the Pledge over the shares as collateral. But once the loan is repaid (and it may already be repaid) the ownership stays with whoever got it back in 2017 – probably Vassallo, "K , K, AH and PS".*

22. *As far as Steward are concerned, they may try to claim to have had "clean hands" as regards the Technoline deal. They bought over VGH and on identifying the circa €5M debtor on the balance sheet of VGH (in the name of Technoline) Steward will say that they set about*

finding a 'legitimate' means of getting that loan reduced/ repaid/ made good as far as the accounts of the hospital concession were concerned.

23. *By January 2021, after protracted negotiations involving Armin Ernst, Vassallo, Asad Ali, Accutor and Schembri, a settlement had been achieved between the parties. On the public face of it in any case this settlement appeared to allow Ivan Vassallo to retain his sole ownership of Gateway and Technoline and allowed Steward a partial financial repayment of the loan. Armin Ernst and Ivan Vassallo effectively 'cleaned up' the mess left by VGH in such a way as to allow Steward to move forward in the concession without criticism for the misappropriation of funds executed by VGH and in such a way as to allow Vassallo, and his hidden backers in the Gateway/ Technoline investment deal, to retain their ownership – albeit without the exclusivity contract granted by VGH to Technoline. As regards the exclusivity contract, even if Steward had been prepared to forgo the profit margin granted by the exclusive contract to Technoline, it seems clear that by 2021 all the parties, Steward, Gateway and Technoline considered the negative media attention surrounding that exclusive contract to be far too high a risk to continue going forward.*

24. *We have considered Steward Healthcare International's corporate knowledge and the knowledge of its senior officers including Armin Ernst and their potential complicity in the transaction in appendices 1.20 (Armin Ernst) and 4.40 (Steward Healthcare International). Also relevant to this is the later relationship beginning in August 2019 between Steward Healthcare International and Accutor AG regarding Steward's "funding of political and government activities and interactions". This is also explored in appendix 4.40 (Steward Healthcare International) and appendix 3.61 (Accutor AG). Although it is clearly Steward's wish to dissociate itself from the past wrongdoings of VGH, and not to inherit any responsibility for the potential crimes committed by VGH in the past, it is evident to us that Steward were well aware of the corruption that was going on at the time and were content to continue/ enter into any relationships which would benefit their corporate goal of global expansion.*

25. *Our assessment of Mr Schembri's and Dr Mizzi's connection to Gateway, and to Technoline, should it be accepted, would go to the very heart of this Inquiry by exposing how these two politicians used the Maltese Healthcare Concession to serve their own respective financial positions through the abuse of their roles for GOM. Therefore, in this appendix on Gateway we have focussed on their involvement with, and exposure to, Ivan Vassallo in relation to the proposed equipment deal with VGH. We have also examined the fortuitous timing of the flow of funds paid by GOM to VGH for the*

running of the Maltese Healthcare Concession and how these funds were swiftly diverted to Gateway for the purchase of Technoline's shares (under the guise of the convertible loan note in VPL).

26. *Gateway's plan to sell the Gamma knife equipment to VGH, the concurrent plan for Gateway to acquire 100% of the shares in Technoline and the ownership structure of Gateway itself was subject to a great deal of professional advice from Mr Schembri's associate and close friend, Brian Tonna of Nexia BT. We have considered this part of the scheme further in the appendix dedicated to MMXVI Limited (appendix 2.10). We believe that the only reason this professional relationship came to such an abrupt ending in February 2016 was because the Panama Papers leaks discredited both Nexia and Brian Tonna. Mr Schembri had to look elsewhere for assistance.*

27. *Gateway's purchase of the shares in Technoline generated enormous amounts of correspondence between Ivan Vassallo, the outgoing shareholders of Technoline ('GAE' and 'TDC') and their respective lawyers. We have considered this part of the Gateway/Technoline issue, along with the boost to Technoline's trade once it had received the exclusive supply agreement from VGH, and Ivan Vassallo's role in Technoline from April 2017 onwards in the appendix dedicated to Technoline (appendix 2.20).*

28. *Mr Vassallo was also the sole registered shareholder in a company called Eurybates Limited (Eurybates) which was incorporated in September 2015. In line with Mr Vassallo's private shareholding of 10% in Gateway, Mr Vassallo and Kenneth Abela (a further associate of Mr Schembri) privately acknowledged that Mr Vassallo's ownership of Eurybates was also restricted to just 10% of his registered shareholding. Eurybates and Gateway were therefore clearly subject to very similar private shareholding arrangements and on top of this, Technoline and its associated companies paid Eurybates around €1.2M in what we consider to have been fictitious consultancy fees. We therefore consider the three companies, Gateway, Technoline and Eurybates to be interlinked. Our appendix on Eurybates is in appendix 3.74.*

29. *The Convertible Loan Note between Gateway and VPL (which was the legal vehicle used to extract the €5M out of VGH to buy Technoline) also generated a substantial volume of documents and email communication between solicitors acting for all the parties. We have dealt with this in further detail in the appendices on VPL and Technoline. It is relevant to note in this appendix however that, once Steward bought over VGH, the VPL Loan Note became a significant*

problem for all the parties involved in the purchase of Technoline – and Mr Schembri was heavily involved in trying to sort out that problem.

30. *There were several attempts to novate the VPL loan note from VPL/ Steward into the name of another 3rd party lender – specifically Accutor Consulting AG – from 2018 through until late 2019. One of the many issues in doing that was that BOV had priority lending in Technoline and had a veto over the terms of any other lending. All of the parties involved in Technoline, Gateway and Steward knew that BOV would not approve the UBOs of Accutor Consulting AG and they were loath to expose Technoline to the risk of losing the support of its primary banker. Therefore, the novation of the Loan Note into the name of Accutor Consulting AG required careful drafting into terminology that BOV might accept. In the end this did not prove possible – even with all of the parties working for the same purpose - and Accutor did not take over the loan note. The Loan Note remained with Steward - only its repayment terms were renegotiated more favourably.*

31. *The involvement of Accutor Consulting AG we consider further in appendix 2.20. As regards Gateway we believe it is significant that Accutor appeared on the scene specifically whenever VPL had to exit and particularly at a time when Technoline had apparently lost its exclusivity contract with VGH. We have considered whether Accutor could at this date have been representing solely the interests of VGH – Ram Tumuluri and Shaukat Ali. That could be the case. However, VGH was no longer on the scene in 2018 when the Gateway loan needed sorted out. VGH was a spent force – there would have been no benefit to any of the VGH investors in novating the Technoline loan over into Accutor. We believe therefore that the appearance of Accutor Consulting AG onto the scene looking to take over the Technoline lending had to mean that the original backers of Technoline/ Gateway – who we believe to be Mr Schembri and Dr Mizzi - were still trying to retain and preserve their investment using the Swiss company Accutor Consulting AG as their 'friendly' bankers. A Swiss company which is run and operated by their close associates the Shaukat Ali family.*

Formation, official ownership, address and early business activity

32. *Gateway was formed on 20 April 2010. Ivan Vassallo's sister-in-law, Odette Vassallo, was the sole director and registered shareholder of 1,500 shares. [636]*

33. *The 1,500 shares were transferred to Ivan Vassallo on 15 July 2014 who has held them to date. On 11 August 2014, Odette Vassallo resigned as director and secretary and was replaced by Ivan Vassallo. [637] [638] [639]*

34. *On 21 August 2017, 3 years after the share transfer to Ivan Vassallo, Gateway's registered office address was changed from Odette Vassallo's address at 55, Triq il-Halg, Ta' Xbiex to Ivan Vassallo's apartment at Ella Court, Flat 5, Vjal ir-Repubblika, Gharghur. [640]*

35. *On 16 December 2015, when Ivan Vassallo had begun to take practical steps to transfer his shares in Gateway to Adrian Hillman and Pierre Sladden, Ivan Vassallo sent Adrian Hillman Gateway's Memorandum of Association from 2010. Mr Vassallo indicated to Adrian Hillman that he had been the ultimate beneficial owner of Gateway since its formation in 2010: [641] [642]*

    "Good morning Adrian,

    I am attaching the M&As for Gateway Solutions Limited (at that time I had asked my sister in law to appear for me. I had taken over last year. I am also attaching the form K for this)...."

36. *Based on this comment we consider that Mr Vassallo was the beneficial owner of Gateway from 2010 and therefore from 2010 he was familiar with the practice of using another person's identity as the registered owner of a company.*

37. *We consider Mr Vassallo to have continued using the same ploy in connection with Gateway from July 2015 when his own official shareholding became subject to planning and re-organisation that would see 90% of his registered shares put into the private ownership of his associates for nil consideration.*

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636 [Certified true copy of the M&A.pdf]

637 [Form K Notification of Change of Directors.pdf]

638 [Certified true copy of the M&A.pdf]

639 [Pages 1 & 2, Gateway Updated M&As.pdf]

640 [Review – 2020.pdf page 71/218]

641 [259290 emlx]

642 [Gateway Solutions Ltd – M&A.pdf]

38. *Mr Vassallo and Mr Kenneth Abela (a further associate of Mr Schembri) also did the very same in connection with Eurybates (a supplier of high value but fictitious consultancy services to Technoline) from the time of its incorporation in September 2015 which also reduced Mr Vassallo's official ownership of 100% of the share capital to 10%. Eurybates is considered in appendix 3.74).*

39. *We did not investigate the possible reasons why Mr Vassallo asked his sister-in-law to appear on his behalf in 2010 as we consider Gateway's activity under Odette Vassallo's official ownership to fall outside the scope of this Inquiry. In addition, as discussed below, the company's trading activity in the first number of years after formation was insignificant which further decreases the relevance of the company's activity prior to 15 July 2014.*

40. *The Memorandum of Association from 2010 recorded the main object for which the company was established as "consultancy and project managing in relation to any undertaking concerned with information technology, computers, e-learning, office/business management equipment and any other type of business". [643]*

Gateway's registered ownership and private ownership were entirely different and subject to confidential planning by Ivan Vassallo and his associates from July 2015

41. *Various documents including Mr Vassallo's personal diary show that from July 2015, when VGH had been awarded the Malta Healthcare Concession, Ivan Vassallo's official ownership of 100% of the shares in Gateway became subject to various pieces of planning to transfer 90% of his shares in Gateway to several of his associates by means of private agreements.*

42. *On 9 July 2015, days after the award of the Concession tender, Mr Vassallo recorded alternative shareholdings for Gateway which ascribed shareholdings to four persons marked only with the initials "PS, AH, K and K". [644] In our opinion, this represents the original "blueprint" of how the ownership of the project was to be shared. In our opinion, the practicalities of how that was to be camouflaged and implemented subsequently went through many iterations but the evidence suggests that the original "blueprint" was not deviated from.*

43. *Beside the four sets of initials Mr Vassallo noted '20' so attributing a combined shareholding of 80%. In an alternative and perhaps preferred scenario, denoted by a drawn box, Mr Vassallo ascribed a value of '22.5' to each of the same four sets of initials, giving the four a*

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643 (Gateway Solutions Ltd – M&A.pdf)

644 (doc00008920210421092404.pdf)

combined shareholding of 90%, with the remaining 10% seemingly left unallocated, or perhaps allocated to Mr Vassallo himself.

44. *It should be noted again here that we also found evidence from September 2015 confirming that behind Mr Vassallo's public sole ownership of Eurybates he privately held a shareholding of only 10%, this being in line with the suggested preferred scenario above (appendix 3.74).*

Larry Formosa, Cosrya Legal

45. *On 23 July 2015, Mr Vassallo also made notes in his diary of a meeting with lawyer, Larry Formosa. Mr Vassallo wrote: " - Larry Formosa – Details of company – Memo & Articles – Price – Details of Shareholders – Timeline 6 months – 12 months" [645]*

46. *Larry Formosa was a lawyer with Cosrya Legal and fellow Masonic Lodge member. [646] [647]*

47. *On 24 July 2015, Mr Formosa and Mr Vassallo exchanged various emails in relation to Gateway's shares and its purchase of Technoline. [648] Mr Formosa provided an estimate of his firm's fees on the same day. Mr Vassallo thanked him and told him "I shall inform my partners and revert shortly". Based on this comment, Mr Vassallo did not see himself to be the sole decision maker in regard to Gateway at this stage. [649]*

48. *Mr Formosa further commented,*

> *"In my previous email, I forgot to add that the fee also includes all that is needed to transfer Gateway Solutions shares from yourself to third party investors and also including modifications to the Memorandum and Articles of Association. Basically the fee will include all legal services needed to materialise what was discussed in yesterday's meetings".*

49. *Clearly, Mr Formosa was aware of Mr Vassallo's plans to divest himself of shares in Gateway. Mr Vassallo also shared a copy of Gateway's Memorandum and Articles of Assocation with Mr Formosa. [650] [651]*

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645 [docs00009310210421092451.pdf]

646 [chat-813.txt]

647 [15844.partial.emlx]

648 [61267.partial.emlx]

649 [61267.partial.emlx]

650 [14344.partial.emlx]

651 [Gateway Solutions Ltd - M&A.pdf]

50. *We found nothing in the emails between Mr Vassallo and Mr Formosa to suggest the identity of the 'partners' / 'third party investors' or if these were the same as the four persons identified by the initials "PS, AH, K and K". However, being only 15 days after the diagram of 9 July it is in our opinion almost certainly the same four persons.*

Further reference in Mr Vassallo's diary to PS and AH

51. *The initials "PS" and "AH" were also used on an undated page. However, the pages before and after the diary entry show the dates of 23 and 28 July 2015. [652] [653] The undated page in Mr Vassallo's diary recorded the following: [654]*

> *"1 Gateway gets 4 more shareholders*
>
> *a) PS – nominee*
>
> *b) AH – nominee*
>
> *c) X – nominee*
>
> *d) Y – nominee*
>
> *2 Technoline Acquisition by Gateway Solutions*
>
> *3 Financing"*

52. *In our opinion, it is highly likely that the references here were to the same four individuals Vassallo noted on 9 July 2015 as we note below the initial's 'K' were still being used in February 2016.*

53. *We would draw attention to the fact that from the outset the four new shareholders would all be concealed behind nominees and that additional secrecy is envisaged for the shareholdings of the last two who we consider it is highly probable are "K & K".*

54. *The same double page of Mr Vassallo's diary (suggesting the remarks were written at the same time) recorded options for Gateway's purchase of Technoline, including Gateway obtaining a €5M loan from Pilatus Bank. [655] From our review of the Inquiry's data obtained from Pilatus bank, it appears that Pilatus bank's preferred method of securing loans was against money sitting on deposit with Pilatus - often in the name of some other entity. This is also a frequently employed money laundering ploy. It may therefore be a matter for any future investigation to confirm this and ask "Who was going to deposit*

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652 [doc00009320210421092451.pdf]

653 [doc00009620210421092548.pdf]

654 [doc00009420210421092503.pdf]

655 [doc00009420210421092503.pdf]

the funds into Pilatus" which perhaps links to the points in the next paragraph.

55. *In a later diary entry on 9 February 2016 the initials "K, K, B, ?, AH, PS, IV" were each used in a group company structure depicting "T" (Technoline) owned by "GWS" (Gateway) which in turn would be owned by two holding companies 'MMXVI' (appendix 2.10) and 'HC A' which we expect refers to Holding Company A. [656] The letters "K, K, B, ?" were written beside "HC A" and "AH, PS, IV" beside MMXVI in what looks very much to be the intended owners of the two holding companies. The letters also include a "?" possibly indicating a 5th individual was to have an involvement. This possibly links to the point made in the previous paragraph about Pilatus bank. Given the testimony of Kamal Sharma (see appendix 1.55) where he stated his understanding that Shaukat Ali and his family were secret owners of Technoline.*

56. *As discussed below, various versions of a draft private share agreement link Adrian Hillman and Pierre Sladden to Gateway and in the absence of any documents identifying other persons linked to Ivan Vassallo with the initials AH and PS, we have formed the view that the letters "AH" and "PS" can only relate to each gentleman.*

57. *We found no similar private share agreement to identify the persons with the initials "K, K, B". However, in our opinion such was the degree and nature of interactions between Mr Vassallo, Adrian Hillman, Keith Schembri and Konrad Mizzi in relation to Gateway's formative sales transaction we have formed the opinion that "K" and "K" can only relate to Keith Schembri and Konrad Mizzi whilst "B" may relate to Brian Tonna.*

58. *In this appendix we have therefore highlighted various documents shared with Keith Schembri and Konrad Mizzi which concerned the private business affairs of Gateway and Technoline and which point to their private association with Gateway.*

Claire Camilleri, Notary

59. *Ivan Vassallo met with notary Claire Camilleri on 17 December 2015. [657]*

60. *On 29 December 2015, Ms Camilleri sent Mr Vassallo a single draft agreement she prepared in relation to the proposed transfer of 90% of Mr Vassallo's shares in Gateway to Pierre Sladden (45%) and Adrian Hillman (45%). [658] [659]*

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656 [doc00017520210421094647.pdf]

657 [doc00016020210421094145.pdf]

658 [59349(1).partial.emlx]

659 [BATCH TP1S DOK CCX00020820220603092230.pdf - Pages 3-5]

61. *Thereafter, the single draft agreement was converted by Mr Vassallo on 5 January 2016 into two separate agreements governing the separate transfers of two 45% shareholdings to Adrian Hillman and Pierre Sladden respectively and for no consideration: [660] [661]*

"Therefore, by virtue of this agreement the Transferor hereby promises, undertakes to transfer to the Transferee, who accepts, and for no consideration whatsoever forty-five per cent (45%) of the one thousand five hundred (1500) Ordinary Class A Shares which the Transferor holds in the Company"

62. *The two proposed transfers of 45% to Adrian Hillman and Pierre Sladden seemingly was a departure from the initial proposal recorded in Ivan Vassallo's diary to transfer 90% to four shareholders (unless similar private agreements were created to split Mr Hillman's and Mr Sladden's 45% share with a further two nominee shareholders).*

63. *As detailed in appendix 1.01 on Keith Schembri other mechanisms such as call options / side agreements etc were frequently put in place. A key point is that Hillman and Sladden brought nothing to the venture (they had money but appear never to have put any in) whilst Schembri and Mizzi brought the ability to influence the award of contracts to Technoline. The share transfers / holdings disclosed make no commercial sense and are therefore highly suspicious. When taken in conjunction with the "blueprint" shareholding set out at the outset in July 2015 it seems highly unlikely there was not some mechanism in place to reward Schembri and Mizzi.*

64. *We did not locate signed versions of the two agreements or any evidence to suggest that Ms Camilleri was aware that her single version of the draft agreement would be used by Mr Vassallo to create two separate agreements for Adrian Hillman and Pierre Sladden.*

65. *We also did not locate evidence to confirm that any versions of the agreements were passed to Adrian Hillman and Pierre Sladden. However, both Hillman and Sladden were kept informed of Gateway's progress in purchasing Technoline after this date which suggests to us that the agreements were privately agreed and signed between the parties.*

66. *Ms Camilleri sent her fee dated 20 January 2016 for "Public Deed/ Private Writing – Drafting & Publication" to Mr Vassallo at 55 Triq il-Halg, Ta' Xbiex. [662] [663]*

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660 [PS POS Transfer of shares doc]

661 [AH POS Transfer of shares.doc]

662 [1320[1] partial.emlx]

663 [fee 497.doc]

67. *The fee had not been paid two years later on 20 February 2018. [664] Ms Camilleri's debt chasing email to Mr Vassallo appears to have gone unanswered and at first glance we considered it unusual that the small fee of €200 would not be paid within a 2-year timeframe. We expect non-payment was likely deliberate. As we found in relation to Eurybates Limited, Mr Vassallo was not willing to personally incur all of the cost of incorporation for that company when his private shareholding may have been just 10%. Alternatively, paying the fee from Gateway's bank account would have created the potential that the transaction would have been selected for tests of scrutiny by Gateway's accountant, Marjoe Muscat leading to the discovery that the true ownership of the company was being concealed. Adrian Hillman or Pierre Sladden would not have paid the fee as this would only have added to the document trail linking each of them to Ivan Vassallo and Gateway.*

Keith Schembri & Konrad Mizzi

68. *The documents referred to in the following section were each taken from the data of Keith Schembri. It should be noted that the documents were shared to and from the private email accounts of both Mr Schembri and Dr Mizzi. This fact and the fact that both gentlemen received various options / drafts of the sales proposals appears to exclude any possibility, however remote, that the documents were being shared with them in their respective capacities as Minister of Health and Chief of Staff, OPM.*

69. *It should also be noted that Mr Schembri and Dr Mizzi were receiving Gateway's private documents both before and after the preparation of the share transfer agreements drawn up by Claire Camilleri and Ivan Vassallo in December 2015 / January 2016 which saw two 45% shareholdings transferred to Pierre Sladden and Adrian Hillman.*

October 2015 emails

70. *On 3 October 2015, Adrian Hillman sent Mr Schembri a Word document created by Ivan Vassallo on 30 September 2015 which set out Mr Vassallo's proposal for Technoline to sell a major equipment package known as the Gamma Knife to VGH via Gateway. It was intended that the sale of the equipment would generate the profit for Gateway to fund the purchase of Technoline's shares. [665] [666]*

71. *As this equipment deal was fundamental to how Mr Vassallo proposed to buy the shares in Technoline we have summarised our understanding of this its first incarnation as follows:*

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664 (36814[3] partial.emlx)

665 (Proposal to sell the following equipment package to VGH.docx)

666 (284905.emlx)

i. *Technoline to purchase equipment including installation and financing cost from UK supplier Elekta for €11.1M (payment terms 20% payable on order and 80% in 20 equal quarterly instalments)*

ii. *Technoline applies margin of 30% and sells to Gateway for €15.9M (same payment terms as above)*

iii. *Gateway sells the equipment to VGH for €15.9M (payment terms of 40% €6.4M payable on order and 60% in 20 equal quarterly instalments)*

iv. *Gateway receives €6.4M from VGH and pays €2M to purchase shares in Technoline. Gateway pays Technoline 20% prepayment (and Technoline pays Elekta).*

v. *Gateway transfers the deal back to Technoline (now in Gateway's ownership) and Technoline pays Elekta*

72. *Put simply, the difference in the payment terms between the 40% required by Gateway from VGH and the 20% required by Elekta from Technoline would have temporarily created sufficient cash within Gateway for it to purchase the shares in Technoline and, after such time as Technoline was purchased by Gateway, Technoline would continue to pay Elekta. Thus, at this stage, VGH's cash was to be used to fund Gateway's purchase of Technoline shares without any requirement for finance from Maltese banks or from Gateway's owners.*

73. *As it transpired, Gateway did not, in the end, use the equipment deal to fund its purchase of Technoline's shares. However the involvement of key individuals such as Ivan Vassallo, Keith Schembri and Brian Tonna of Nexia BT in this initial plan for financing the purchase of the shares in Technoline is still in our opinion relevant to this inquiry as it further reveals the close relationship and associations between Keith Schembri and Gateway/ Technoline. We have therefore examined the equipment deal which did not proceed in greater detail in appendix 2.20 (MMXVI Limited).*

74. *On 10 October 2015, Adrian Hillman forwarded Keith Schembri an email he had received from Ivan Vassallo regarding a potential meeting between VGH and Elekta. [667]*

75. *On 20 October 2015, Adrian Hillman sent Mr Schembri a Word document and three spreadsheets created by Ivan Vassallo on the same day. The Word document entitled "Read Me First" contained*

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667 [285179.partial emia]

instructions and information on the three spreadsheets whilst the spreadsheets set out the cost of the equipment from Elekta and the potential profit margins of 15%, 20% and 25% (each lower than the 30% contained in Mr Vassallo's initial proposal) that might be achieved by Technoline. [668] [669] [670] [671]

76. *In providing the Word document and spreadsheets, Mr Vassallo had given Adrian Hillman and by extension, Mr Schembri, a financial model for the equipment sale and the instructions on how to use it, for example by changing the profit margin required. Clearly, this went far beyond what anyone other than a business partner could ever expect to receive from a business owner contemplating what would have been the first major sales transaction of its kind ever contemplated by Gateway.*

77. *Adrian Hillman's emails to Keith Schembri on the three separate dates on 3, 10 and 20 October 2015 (similar emails followed over the next months) containing as they did sensitive business information prepared by Ivan Vassallo for Gateway, demonstrate how information was passing from Mr Vassallo to Mr Schembri via Mr Hillman. Mr Hillman was clearly acting as proxy for Mr Schembri in what we consider was a practical reflection of the key function Mr Hillman was providing for Mr Schembri, namely acting as a nominee shareholder in Gateway for him by virtue of his private 45% stake in the company afforded to him by Ivan Vassallo.*

November 2015 emails

78. *On 17 November 2015, Keith Schembri forwarded Konrad Mizzi an email with subject matter "Options" which attached three versions of a proposal that set out details of Gateway's offer to VGH for the sale/ purchase of the aforementioned equipment package. Ivan Vassallo had sent the email to Adrian Hillman on Friday 13 November 2015. Mr Hillman had forwarded it to Keith Schembri on 16 November 2015 and he forwarded it on to Konrad Mizzi on 17 November 2015. [672] [673] [674] [675] [676]*

79. *The email chain between the four has special significance in establishing Gateway's intended ultimate beneficial owners as it*

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668 [Read Me First.docx]

669 [VGH 20102015 12.30 15.xlsx]

670 [VGH 20102015 12.30 20.xlsx]

671 [VGH 20102015 12.30 20 25.xlsx]

672 [113407.partial.emlx]

673 [2015-109161-SD IV -VITALIS HEALTHCARE PROJECT_13.11.2015 Option 1 docx.docx]

674 [2015-109161-SD IV-VITALIS HEALTHCARE PROJECT_13.11.2015 Option 2 docx docx]

675 [2015-109161-SD IV-VITALIS HEALTHCARE PROJECT_28 09 2015 (2).docx]

676 [283766.partial.emlx]

demonstrates, on one single page, details of what would have become Gateway's defining sales transaction being shared between Ivan Vassallo, Adrian Hillman, Keith Schembri and Konrad Mizzi these individuals collectively sharing the same initials (IV, AH, K & K) written in Mr Vassallo's diary on 9 July 2015 and again on 9 February 2016. [677] [678]

80. *In the first email in the chain between Mr Vassallo and Adrian Hillman, Mr Vassallo commented:*

"Dear Adrian

Further to our meeting this afternoon please see attached and note synopsis below:

Original Offer, (28th of September) 24,710K at 35% ++, payment terms at 60% upfront and 40% over 5 years.

Option 1 Attached 23,288 K at 35%, payment terms of 10% upfront, 90% over 5 years.

Option 2 Attached 24,399 K at 25%, payment terms at 10% upfront, 90% over 5 years. But in this case we are offering two complete Linear Accelerator Packages as opposed to the one in the original offer and in option 1 (this would be our breakpoint)

Please let me know, 500K present in all three options.

Ivan"

81. *We found Mr Schembri to have received four versions of Gateway's proposal whilst Dr Mizzi appears to have received only the three attached in Mr Schembri's email to him of 17 November 2015. For ease of reference we have set out identifying details of the four versions in the table below.*

Date of proposal	***Date last modified by Ivan Vassallo***	***Package***	***Offer price (equipment & service) €***	***Referred to by Ivan Vassallo as:***	***Filename***
28 September 2015	*8 October 2015*	*Equipment and 5-year service agreement*	*24,710,626*	*Original offer*	*See footnote 39*
28 September 2015	*13 November 2015*	*Equipment and 5-year service agreement*	*23,288,504*	*Option 1*	*See footnote 37*

677 [113407 partial.emlx]

678 [283766 partial]

13 November 2015	13 November 2015	Equipment and 5-year service agreement	24,139,992	Option 2	See footnote 80
28 September 2015	25 November 2015	Equipment and 10-year service agreement	29,746,422	Not yet prepared at the time of Ivan Vassallo's email to Adrian Hillman on 13 November 2015	See footnote 44

82. *On 25 November 2015, Adrian Hillman forwarded Keith Schembri another email Mr Hillman had received from Ivan Vassallo. Attached to this email was the fourth version of the proposal shown in the table above. [679] [680]*

83. *Mr Schembri received all four versions of the proposal (and Dr Mizzi, three) which contained commercially sensitive information, profit and potentially private commission plans - ie not the sort of info you disclose to customers / Government Ministers. This is in itself evidence that this was not a case of them receiving the draft proposal through some indirect association they had with either Gateway or VGH in their capacity as Chief of Staff, OPM and Minister for Health as had that been the case, we consider they would have only ever received a finalised version of the proposal and with the commercially sensitive data removed.*

84. *In our opinion Mr Schembri and Dr Mizzi each receiving the details of what would have been a uniquely formative sales transaction for Gateway precludes any possibility that anyone other than them were the "K" and "K" noted in Mr Vassallo's diary on 9 July 2015 and 9 February 2016. Several more relevant emails passed to Mr Schembri and Dr Mizzi confirm this and are set out below.*

December 2015 email

85. *On 8 December 2015, Adrian Hillman sent Keith Schembri a copy of a letter from HSBC bank to Technoline Limited dated 24 April 2015 which set out details of Technoline's facilities with the bank and the security held by HSBC. Adrian Hillman had received the letter from Ivan Vassallo immediately prior to him sending it to Mr Schembri. [681] [682]*

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679 [283470.partial.emlx]

680 [2015-109161-SD IV – VITALS HEALTHCARE PROJECT_13.11.2015 v4 docx]

681 [282799.partial.emlx]

682 [0428_001.pdf]

86. *In our experience such a letter would normally be expected to be shared only between a target company and a prospective purchaser. We consider its presence in Keith Schembri's data would be consistent with him being a potential purchaser of, or at very least a principle advisor on the purchase of, Technoline.*

Emails from 2016

87. *Mr Schembri received an email chain between Brian Tonna and Ali Sadr of Pilatus Bank dated 8 and 9 January 2016 which discussed Technoline. [683] Schembri is not a party to the email but it is in his data suggested he was copied in by "blind copy".*

88. *On 13 January 2016, Keith Schembri forwarded Konrad Mizzi two emails from Nexia BT regarding options for Gateway / Technoline's future structure. [684]*

89. *Mr Schembri's data contains a copy of a letter dated 5 February 2016 from VGH Managing Director, Ram Tumuluri, to Ivan Vassallo which expressed VGH's: [685] [686]*

    "serious intent to purchase the medical equipment from Elekta that you have recommended subject to us completing formalities with the Government of Malta and concluding financing from HSBC Malta".

90. *Ivan Vassallo and Brian Tonna received a copy of the letter from Ram Tumuluri on 8 February 2016. Mr Tonna thanked Mr Tumuluri for the letter which he indicated he would "bounce off HSBC".*

91. *The content of the letter and the letter being in Mr Schembri's possession exposes the dichotomy in Mr Schembri's and Dr Mizzi's respective positions. On one hand both Mr Schembri and Dr Mizzi were connected to the private business affairs of Gateway and on the other hand, Mr Tumuluri's letter made it clear that VGH's commitment to the multi-million Euro purchase from Gateway was dependant on VGH's negotiations with Government of Malta.*

92. *We did not identify how or when the letter came to be in Mr Schembri's possession, but it is most likely he was again "blind copied" in.*

93. *On 3 April 2016, Ivan Vassallo emailed Adrian Hillman attaching the latest version of the purchase agreement dated 6 March 2016 between*

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683 [281781_partial.emlx]

684 [112544 partial.emlx]

685 [280919 partial.emlx]

686 [Gateway Letter.pdf]

VGH and Gateway and an "Application for issue of Documentary Credit" from HSBC Bank Malta PLC. [687] [688] [689] [690]

94. *Adrian Hillman then forwarded the email to Mr Schembri on the same day and Mr Schembri immediately forwarded the email to Shaukat Ali. In our opinion the email and information passing between Keith Schembri and Shaukat Ali represented the coming together of the respective 'hidden' owners of Gateway and VGH at a time when the equipment deal was nearing completion. We also note that Mr Schembri forwarded the email to Shaukat Ali without comment which in our opinion can only mean they had either communicated about the deal before the email was sent by Mr Schembri or were due to have a conversation about it. For all intents and purposes this email is therefore considered highly relevant not only to establishing Mr Schembri's control and ownership of Gateway but to the private close relationship between Mr Schembri and Shaukat Ali. [691] It is significant to note that at this time Shaukat Ali was not a shareholder on the public record of VGH. For Mr Schembri to have such close interaction with Mr Shaukat Ali regarding the financial aspects of the 'gamma knife' transaction was in itself highly unusual. It is evident that both individuals would have had to have carried out a significant role in bringing this transaction to completion.*

95. *The purchase and licence agreement dated 6 March 2016 (valid until 7 April 2016) contained a slightly lower total offer price of €28,558,305 (€16,678,305 for the equipment package and €11,880,000 for a 10-year service period). [692] From a stylistic point of view the purchase and licence agreement dated March 2016 was clearly based on the draft proposals prepared by Mr Vassallo in October and November 2015 so we assume he was also the author of it.*

96. *At some point between 3 April 2016 and April 2017, it became evident that the 'gamma knife' transaction was not going to complete. This was mainly due to the fact VGH had no money to pay for it - yet. However, what is interesting to note in the context of this Inquiry is that, if the sole objective for VGH had been to purchase valuable medical equipment for its hospital concession, (and one could argue that was the only 'legitimate' reason) then when it became evident that was not going to happen, one would assume that VGH should have pulled out of the deal. What possible legitimate explanation could there have been or what benefit could the hospital concessionaire have possibly derived*

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687 [61179.partial.emlx]

688 [VGH GWS Purch Ag 28032016 09.50 www Disc .pdf]

689 [TECHNOLINE INCOMING IV DC 150216.pdf]

690 [5169[2].partial.emlx]

691 [61179.emlx]

692 [VGH GWS Purch Ag 28032016 09.50 www Disc .pdf]

from helping an unrelated individual (Ivan Vassallo) to buy over an unrelated medical supply company, Technoline.

97. *In our opinion this would not have made any commercial sense. The only credible explanation, in our view, for VGH to advance the loan to Gateway to purchase Technoline was if there was some form of common ownership and shared benefits deriving from the entire transaction. This leads on to the conclusion that the backers of Gateway – who we know must be individual (s) other than Ivan Vassallo – must be associated or connected parties working in collusion with the owners of VGH. When VGH moved to immediately appoint Technoline as its exclusive procurement agent it is clear that the true motive in doing so was not to gift 100% of that benefit to Ivan Vassallo as an individual Maltese citizen but rather to ensure that the superprofit deriving from that relationship stayed among the 'chosen' connected parties – the parties which backed the granting of the hospital concession in the first instance – that is, Keith Schembri, Konrad Mizzi, Shaukat Ali and VGH.*

Ivan Vassallo liaison with Adrian Hillman and Pierre Sladden

98. *Mr Vassallo and Mr Hillman were routinely in contact during 2015 in relation to Gateway's proposed equipment sale to VGH and the private share transfer arrangement.*

Proposed equipment sale to VGH

99. *For example, on 4 September 2015 Mr Vassallo sent Adrian Hillman a link to an internet profile of Ram Tumuluri with the comment: [693]*

"Adrian, hi, that's a picture of the Ram Tumuluri that I met. He was representing Vitalis Global Healthcare. He had a Libyan with him called Assad, very cultured, who said that he had been living in Malta since 1984. Can you confirm that he is the real deal, Ram, I mean, Thanks"

100. *Mr Vassallo continued: [694]*

"He asked for a proposal for about 20 mill market value...."

101. *Adrian Hillman asked: "What equipment are we talking about"*

102. *To which Ivan Vassallo replied: [695]*

"A Gamma Knife (the new ICON version, a Linear Accelerator VERSA HD for St Lukes Hospital and another VERSA for Gozo plus a lot of

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693 (chat-871.txt - Page 4 of PDF)

694 (chat-871.txt - Page 5 of PDF)

695 (Messages (2).pdf - Page 14325)

software. Total net price to us (transfer price) is around 13.5 for the equipment and around 1 every year for service'...'That's without financing of course...."

103. *By 8 October 2015 the conversation had turned to the subject of Elekta's pressure to progress the sale of the equipment when Mr Vassallo messaged Mr Hillman: [696]*

"Hi Ad. Any news? I need direction as I am being really pushed by the manufacturer..... My abject apologies but I have to transmit their anxiety.'

104. *Adrian Hillman replied:*

'You are right to do so. Hold tight. Perhaps you can tell Elekta VGH will be communicating directly with you.'

105. *Ivan Vassallo*

'I have done that and they are 'demanding' information...'

Gateway's purchase of Technoline's shares

106. *In relation to Gateway's purchase of Technoline's shares, Mr Vassallo and Mr Hillman were also in contact. For example, in September 2015, Mr Vassallo provided Mr Hillman with a Promise of Sale document in relation to Gateway's offer to purchase Technoline's shares. [697] [698]*

107. *In November 2015, Ivan Vassallo sent Adrian Hillman a final draft of the equipment deal proposal between Gateway and VGH. [699]*

108. *On 10 December 2015 Ivan Vassallo messaged Adrian Hillman regarding HSBC's concerns on the prospective deal to buy the shares in Technoline. Mr Vassallo commented: [700]*

"HSBC are only concerned that we are not putting up a deposit for the share price. They will be working on it however. B is going to talk to Ali to have 2 ready as that deposit however HSBC have to agree to make dividends available for us to repay Ali. Financing for the VGH project through HSBC is not a problem.'

109. *It appears to us likely that the "Ali" referred to is Ali Sadr of Pilatus Bank and "B" is Brian Tonna.*

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696 [Messages (2).pdf - Page 14,255]

697 [259296.emlx]

698 [Gateway Solutions - AEG.docx]

699 [12884.partial.emlx]

700 [Messages 2.pdf - Page 14053]

110. *Further interactions between Adrian Hillman and Ivan Vassallo concerning Gateway's purchase of Technoline are set out in appendix 2.10 (MMXVI Limited).*

111. *On New Years Eve 2015, Ivan Vassallo emailed Adrian Hillman to reflect on the year: [701]*

'I have it in mind that you will agree that 2015 was a rather exciting time. I for one found it so. What makes it especially memorable is my new acquaintance with you.

I consider it a real privilege for our circles to have intersected so. And may I observe that more than an intersection, it is a congruence.

I especially value your incisive and analytical character. I am sure that these attributes will result in a realistic and beneficial synergy that will be tough to beat.

Please accept my unqualified regard sin cera and my very best wishes to you and yours for all the joy, health and prosperity in the year ahead.'

Private share transfer arrangements

112. *On 14 December 2015, Antionette Scerri of Nexia BT emailed Ivan Vassallo in relation to an engagement letter for Gateway. [702] [703]*

113. *Ms Scerri commented:*

"Can we meet this week so we start working on the documentation in relation to the share transfers and explain the structure that shall take place if new shareholders will join in coming years"

114. *Ivan Vassallo forwarded the email to Adrian Hillman commenting: "I think that this is a meeting that Pierre and yourself should attend" to which Mr Hillman replied: "Yes but you need to be there too". [704]*

115. *Ivan Vassallo, Pierre Sladden, Adrian Hillman and Brian Tonna were scheduled to meet on 15 January 2016. [705] [706]*

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701 (59417.emlx)

702 (12046 partial.emlx)

703 (GSL – Tax engagement Letter.pdf)

704 (12046.partial.emlx)

705 (280625.partial.emlx)

706 (Ivan Vassallo Adrian Hillman Pierre Sladden.msg)

116. *Ivan Vassallo, Adrian Hillman and Pierre Sladden were each members of Masonic Orders in Malta details of which are set out in their respective profiles in appendices 1.12, 1.30 and 1.150.*

Pierre Sladden & Keith Schembri

117. *We have prepared a separate appendix on the business relationships between Pierre Sladden, Keith Schembri and Ivan Vassallo (appendix x).*

118. *We found only a small amount of communication between Mr Sladden and Mr Schembri in relation to Gateway/Technoline. On 14 February 2017, Pierre Sladden sent a Whatsapp message to Keith Schembri informing him that Ivan (Vassallo) had signed for half of the company today. Mr Sladden's comment referred to the purchase of Technoline's shares occurring in two stages (the Technoline shares were held by two shareholders) in February and April 2017. We have considered this further in appendix 2.20. [707] (translated by Inquiring Magistrate.*

Pilatus Bank and HSBC

119. *Gateway sought finance (and guarantees) from HSBC and Pilatus Bank during 2015 and 2016. We have considered this aspect of the company in the appendix on MMXVI (2.10).*

120. *In an email chain from 7 December 2015 to 16 December 2015 between Brian Tonna and the Pilatus Chairman, Ali Sadr, the pair discussed financing for the acquisition of Technoline. On 15 December 2015 Ali Sadr cut his holiday short to return to Malta. [708]*

"Hi Brian

Given the complexity of the matter and its urgency I've decided to come back to Malta for a few days to see if we can find a viable solution. Any words on the due diligence work on the target?

I'll arrive on Wednesday at noon, and will leave on Saturday"

121. *Mr Tonna apologised to Mr Sadr for disrupting his holidays. In our opinion it is unlikely that Mr Sadr would have cut his holiday short for Mr Vassallo's benefit. We consider that Mr Sadr's return to Malta indicates that persons with a much higher profile than Mr Vassallo were involved that would cause Mr Sadr to take this course of action.*

122. *Mr Vassallo forwarded a Nexia BT email of information required by Pilatus Bank to Adrian Hillman on 19 January 2016. [709]*

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707 [chat-504.txt - Page 8 of pdf]

708 [Fw Technoline – Bank Guarantees at HSBC.msg]

709 [1061.partial.emlx]

The testimony of the owner directors of Accutor AG

123. *In Appendix 1.55 we have summarized the testimony of Kamal Sharma and Tyrone Greenshields, the owner directors of Accutor AG. From what Shaukat told them and from meetings they attended with him and / or Asad Ali and / or Wassi Bhatti, Sharma testified that that he was briefly introduced by Shaukat to his friend Ivan Vassallo and that.*

"Technoline... Yaser Badar... The nominee director. The owners are the Alis and the people behind the Alis... So, that was a way to make more money from the concession beyond the 18,000,000 a year. Effectively any medical products, any medicines that were procured by Steward Healthcare's three hospitals had to be basically bought through Technoline which would mark up anything and effectively take an additional profit. " Sharma was then asked about an individual (later identified as Ivan Vassallo) "But you think he was only a front man, as I understood Shaukat Ali bought Technoline?" Sharam answered, "Yes, he was a front man, exactly. Shaukat Ali, and that's why his nephew was in there, Yaser Badar." Sharma1 -page 21

Summary of evidence pointing to KS & KM's involvement in Gateway from Summer 2015 to Spring 2016

124. *The evidence supporting Schembri and Mizzi's involvement in Gateway as the two 'K' s denoted in Mr Vassallo's diary in July 2015 and again in February 2016 in our opinion includes: -*

   i. *the respective relationships between Keith Schembri, Adrian Hillman and Pierre Sladden with Ivan Vassallo as detailed in appendix 2.25*

   ii. *Brian Tonna and Karl Cini's role as financial and tax advisors for Mr Schembri and Dr Mizzi and their respective involvements in the setting up of various secret offshore companies and trusts for the pair (appendix 10.01)*

   iii. *the cloak of secrecy covering the past associations of Keith Schembri, Adrian Hillman and Pierre Sladden (coordinated by Nexia BT) and which included the use of secret offshore structures to launder the proceeds of a suspected construction fraud scheme. These predated entries in Mr Vassallo's diary in July 2015 and February 2016 (appendix 2.25)*

   iv. *Mr Vassallo first recorded alternative shareholdings "blueprint" for Gateway (using the initials "PS, AH, K and K") on 9 July 2015 which was only days after the award of the Concession tender in which Schembri and Mizzi had an orchestrating role.*

v. *The commencement of the process to arrange these private shareholdings in July 2015 coincided with commencement of the process to open private Dubai companies and bank accounts for Schembri and Mizzi (see appendix 3.03)*

vi. *Mr Schembri and Dr Mizzi were involved in Gateway at an operational level from October 2015 until April 2016 when, via Adrian Hillman, they received Gateway's proposals to sell the equipment package known as the Gamma Knife to VGH.*

vii. *The receipt by Keith Schembri and Konrad Mizzi in January 2016 of Nexia BT's suggestions for the structure of the newly proposed Technoline group, its potential dividend strategies and the resulting tax positions of same (appendix 2.10)*

viii. *Mr Schembri's and Dr Mizzi's association with the newly proposed Technoline group continued in January and February 2016. Mr Vassallo made notes to the effect that Gateway would own Technoline, Holding Company A (which we identify as Astromedic Limited) would own 50% of Gateway and have four directors including two he labelled "K" and "K", and MMXVI was to own the other 50% of Gateway and have three directors, including Adrian Hillman, Pierre Sladden and Mr Vassallo.*

ix. *The involvement of Nexia BT (primarily Brian Tonna), senior officials from Pilatus Bank, Austrian tax lawyer, Mr Robert Schneider, and Ivan Vassallo in the formation process for Astromedic (appendix 2.15) in January 2016 as part of the planned shareholding of Gateway*

x. *the incorporation of MXXVI in February 2016 and the plan to incorporate Astromedic also in February 2016 (appendices 2.10 and 2.15).*

xi. *With the revelations in the press starting in February 2016 by Daphne Caruana Galizia and others (see appendix 4.90) concerning Schembri and Mizzi private shareholding structures, their arrangements had to become even more circumspect.*

xii. *Mr Sladden's communication with Mr Schembri regarding Ivan Vassallo's activities in 2017 and 2018, including at key dates on 14 February 2017 and April 2017. This indicates Mr Schembri's and Mr Sladden's enduring respective involvement in Gateway's purchase of Technoline and their respective influence over the Barts Medical School construction project.*

xiii. *Mr Tonna's and Adrian Hillman's communication with Ivan Vassallo on 6, 7 and 8 April 2017 also indicates their enduring respective involvement in Gateway's purchase of Technoline.*

125. *Therefore, having considered all of the above, in our opinion it is highly probably that Schembri, Mizzi, Sladden and Hillman are the private 90% shareholders noted in the original "blueprint" set out by Vassallo in July 2015 just after the Concession tender was awarded. It is also our opinion that this was probably not deviated from although the practicalities of how of how the ownership of the project was to be camouflaged and implemented subsequently went through many iterations.*

Convertible Note Issue – loan between VPL and Gateway for the purchase of Technoline

126. *Deborah Chappell and Andrei Vella of Camilleri Perziosi prepared a draft of the convertible loan note in the principal amount of €5,040,000 between 3 December 2016 and 9 December 2016. [710]*

127. *On 13 December 2017 Ivan Vassallo broke the news to Mario Gatt, Accountant in Technoline, that the change in VGH ownership to Steward was in the offing. Mr Vassallo understood at that time that the exclusive supply contract between Technoline and VGH would be retained. In relation to the convertible note issue Mario Gatt commented: [711]*

'you should try and get that small note of €5M to be "waived" ' 'or redirected'

to which Ivan Vassallo replied:

"Being done. Will meet Mr S and K specifically"

The references to Mr S and K we assume to mean Mr Shaukat and Keith Schembri as both were instrumental in the purchase of Technoline by Gateway using the loan note.

128. *After Steward bought over VGH, the convertible note set up by VGH/ VPL from 2016 was replaced by a similar arrangement between Gateway, VPL, Steward Healthcare International Limited and Ivan Vassallo in 2018. [712] We have considered the change/ assignment of the lender company in respect of the €5M loan note in the appendix on VPL (appendix 2.05). Basically, Steward were to take over the role of VPL in respect of the loan.*

Bank statement analysis

129. *Gateway had four Maltese bank accounts:*

- *BOV account number 40023620663*

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710 [Gateway Convertible Note Issue Terms of Issue (CP redline).DOCX]

711 [Messages (2).pdf - Page 9696]

712 [015 Malta – Technoline Convertible Loan Note Assignment – draft – 7 February 2018_070218.docx]

- *BOV account number 40019116220*
- *HSBC account number 075-177626-001*
- *Pilatus Bank account number 01655CACOEUR104*

130. *Our analysis of each bank account is in appendix 2.02.*

BOV account number 40023620663

131. *BOV account number 40023620663 received the funds of almost €5M from VGHM in February and April 2017 for the purchase of Technoline's shares. As such it is Gateway's key bank account. The account was opened on 8 October 2015 and as at 3 August 2021 it held a balance of €5,219. Relevant transactions concerning the receipt of funds from VGHM, and the payments made to purchase the shares in Technoline are highlighted below. [713]*

BOV account number 40019116220

132. *BOV account number 40019116220 was a historical and largely irrelevant bank account. It was opened in June 2010 shortly after Gateway's incorporation. Other than €5,000 received from Eurybates on 17 June 2017 (the Excel copy from BOV shows this as a deposit from Eurybates but the pdf of the bank statement doesn't), which was used to settle a fee from Camilleri Preziosi, we did not link the transactions in the account to this Inquiry. The account was closed on 15 September 2017 with the balance transferred to BOV account 40023620663 on 9 September 2017. [714]*

HSBC account number 75177626001

133. *HSBC bank account number 75177626001 received €240,000 from DF Corporate Services Limited on 22 December 2016 from which the following cheques were paid:*

Date	Cheque	Description	€
21/05/2016	To open	Cash deposit	500.00
22/12/2016		DF Advocates	240,000.00
	1-3	Small cheques - various	(273.00)
15/02/2017	5	Deposit paid to GAE	(100,000.00)
21/02/2017	6	Director General Inland Revenue (DGIR) – Stamp duty	(80,314.00)
25/03/2017	7	Simon Cusens (TDK)	(55,000.00)

713 [BATCH TP7 FILE 1 DOX SCC3000126202220323105112.pdf - page 8]

714 [BATCH TP7 FILE 1 DOX SCCJ000126202220323105112.pdf - Page 8]

19/04/2017	Transfer	Cheque reimbursed	55,000.00
02/08/2017	8	Nexia BT – Payment on account – consultancy fees	(10,000.00)
14/09/2017	12	Nexia BT – consultancy fees	(2,719.45)
27/09/2017	13	Transfer to Gateways BOV a/c (to pay legal fees)	(40,000.00)
18/10/2017	11	Ivana Vassallo - check	(3,073.05)
22/03/2019	To close bank account	Ivan Vassallo - (shareholders loan/liquidation exps)	(3,806.50)
various		Bank charges & fees	(314.00)

134. *On 22 March 2019, this bank account was closed and the remaining balance of €3,806.50 (after bank charges/ fees) was paid out to Ivan Vassallo.*

Pilatus Bank account number 01655CACOEUR104

135. *A fourth and final bank account was held with Pilatus Bank. PWC have confirmed that the account was never funded and therefore non-transactional. PWC have also confirmed that the account was opened on 3 February 2016 and closed by Pilatus on 3 May 2016. [715] [716] We note that this is either side of the the Running Commentary blog written by Daphne Caruana Galizia and Times of Malta articles on Schembri and Mizzi (see appendix 4.90). The closure of the account in May 2016 appears to us to have been part of the wider restructuring of Schembri's affairs / closure of accounts / offshore companies etc that Nexia were involved in at this time.*

Flow of concession funds from GOM to VGHM and onwards to Gateway

136. *VGHM received €4,262,263 from GOM on 8 February 2017 and a further €6,771,784 on 6 April 2017. [717] [718]*

137. *The tranche of funds received from GOM on 8 February 2017 was only the fifth payment received by VGHM from GOM since the concession payments first began on 29 September 2016. The 6 April 2017 receipt was the largest receipt from GOM up to that date. We have considered*

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715 [GATEWAY SOLUTIONS LTD_Corporate_Account Opening Letter.pdf]

716 [Subpoena reply.pdf]

717 [Statement 40023647549 2015_2019.pdf - Page 26]

718 [Statement 40023647549 2015_2019.pdf - Page 40]

VGHM's invoices / claims which resulted in receipt of these two specific amounts from GOM in appendix 4.01.

138. *From the two tranches of GOM hospital concession funds, VGHM paid three amounts to Gateway as follows:*

Date	Description	Amount €	Document
14 February 2017	Procurement payment	1,800,000	[]
21 March 2017	Payment for Gateway Solutions	42,000	See Footnote 80
7 April 2017	Advance payment for procurement	3,100,000	See Footnote 80
		4,942,000	

139. *Then, to purchase the shares in Technoline and pay all related taxes, Gateway paid the following amounts during February and April 2017:*

Date	Payee	Amount €	Document
14 February 2017	Director General Inland Revenue (DGIR) — Capital Gains Tax on share transfer	91,000	See Footnote 80 and []
14 February 2017	GAE	1,209,000	See Footnotes 80 and 81
14 February 2017	Technoline – as a loan to fund Dividend (used as part of Purchase)	500,000	See Footnotes 80 and 81
Total in February		**1,800,000**	
7 April 2017	Technoline – as a loan to fund Dividend used as part of Purchase)	900,000	See Footnotes 80 and []
7 April 2017	Director General Inland Revenue (DGIR)	147,001	See Footnotes 80 and 82 (page 426)
7 April 2017	Director General Inland Revenue (DGIR) – Stamp duty	105,005	See Footnotes 80 and 82 (page 424)
7 April 2017	TDC Holdings	1,000,000	See Footnotes 80 and []
7 April 2017	TDC Holdings	853,001	See Footnotes 80, 82 (page 422) and 83
20 April 2017	Simons Cusens (TDC)	55,000	See Footnotes 80 and []
Total in April		**3,060,007**	
Total Paid out in 2017		**4,860,007**	

140. *As noted in appendix 1,21, Saba Binte Abbas prepared a report in November 2017 on the Misappropriation of funds from the Concession*

companies. In that she estimated the figure misappropriated in relation to Technoline to that point as follows:

VGH has received an amount of Euro 49.57M from the GOM from June 16 till Dec 17.The basic objective of these funds was to deliver improved healthcare services in Malta and Gozo but the major portion of funds received (21% = Euro 10.5M) was used to acquire the companies during the first year of operations. In addition, after acquisition of the entities, their cash flows were also managed by using the public funds received under Service Concession Amount Spent on Technoline = Euro 5.7 Million (approx.)

141. *It is notable that Ms Abbas who had access to all the Concession records estimated the amount spent on Technoline as nearly €1M more than the figure we have been able to identify above.*

VGH's exclusive supply agreement with Technoline

142. *Immediately following Gateway's purchase of Technoline's shares, VGH awarded Technoline an exclusive supply agreement and Technoline (appendix 2.20) gave new employment contracts to Ivan Vassallo and Mario Gatt.*

143. *The exclusive supply agreement bound VGH to purchase all pharmaceutical and medical supplies from Technoline. The agreement was for an unspecified period of time and a notice period of one year of the intention to terminate the agreement was to be provided by either party. [719] We only found PDF versions of the document so have no meta data to reveal anything further about who prepared the document or when.*

144. *We expect VGH's award of the exclusive supply agreement to Technoline in April 2017 could have been awarded at any stage prior to Gateway's purchase of the shares in Technoline. That it was not, makes it clear to us that VGH did not award the contract on a legitimate commercial basis. Before April 2017 Technoline and Ivan Vassallo would have had presumably the exact same industry experience and supply connections to give VGH confidence over Technoline's suitability to become its exclusive supplier (pricing and the security of supply etc). In our opinion the only reason VGH delayed giving the exclusive supply contract to Technoline until April 2017 was that, until Technoline's shares were bought by Gateway (and its ownership therefore placed into the private ownership arrangement of Ivan Vassallo and his key associates, Keith Schembri and Konrad Mizzi), VGH's and Shaukat Ali's part in a concealed scheme to remunerate Keith Schembri and Konrad Mizzi could not be completed.*

Employment contracts for Ivan Vassallo and Mario Gatt

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719 [cid_667_3_19_gateway_02000025202104201653l5.pdf - Pages 702-706]

145. *Technoline gave Ivan Vassallo and Mario Gatt new employment contracts in April 2017 once Gateway had purchased Technoline's shares. Each employment contract was for €100,000 per year with a bonus of €20,000 - €30,000 per annum. [720]*

146. *The contracts and the respective roles of Ivan Vassallo and Mario Gatt within Technoline have been considered in appendix 2.20. However, for this appendix we merely observe that it is revealing that an employment contract was drawn up immediately for Ivan Vassallo – who was supposedly the 100% sole shareholder of the company.*

Gateway's purchase of Technoline's shares was referenced by Armin Ernst in 2018

147. *In January 2018, when the takeover by Steward Healthcare International was underway, Armin Ernst made it explicitly clear to Mr Schembri that in his opinion concession funds should not have been used to purchase Technoline.*

148. *Mr Ernst's email to Mr Schembri and Shaukat Ali on 23 January 2018 set out details of Mr Ernst's lengthy discussions with Ralph de La Torre, Steward Healthcare International and its lenders, Cerberus, in relation to Steward's takeover of the concession. Mr Ernst commented: [721]*

> *"Technoline and MTrace come back to VGH Malta as they were purchased with concession funds that should not have been used for that. (It has to be that or a loan entry in the balance sheet with interest and accelerated payment plan and placing these companies under our supervision until debt is paid back)."*

149. *This should have been an alarming piece of new information to Mr Schembri which, under any normal circumstances, Mr Schembri should have acted upon. That he did not we suggest shows that Mr Schembri was already aware that this had happened and that it was Mr Schembri and his associates within Gateway who had received the funds to purchase Technoline's shares.*

150. *We note in appendix 2.80 that they chose the 2nd option – to have the loan forced into an accelerated repayment plan and placed under Stewards supervision (the pledge of the shares) until the debt was repaid.*

151. *Equally we consider that Armin Ernst raising the issue privately and jointly with Keith Schembri and Shaukat Ali reveals that Armin Ernst knew that both Mr Schembri and Shaukat Ali were key players in these investments and had vested interest in the outcome.*

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720 [cid_667_3_19_gateway_02000025202104201653 15.pdf - Pages 716 and 730]

721 [806450.partial.emlx]

Gateway's shares pledged to Steward Healthcare International Limited

152. *In 2018 Armin Ernst had proposed two options for dealing with the loan of €5M to Gateway – One of the options was that Technoline would repay the loan and Steward would supervise the company until repayment was made. It became evident that by 2021 Steward and Technoline had chosen the second option – for an accelerated repayment of the loan with Steward supervising Technoline until such time as the loan was repaid in full. We note in this respect that on 21 January 2021 Gateway gave notice that with effect from the same date Ivan Vassallo pledged his 1,500 ordinary fully paid up shares to Steward Healthcare International Ltd. [722].*

153. *In addition, and on the same date, Ivan Vassallo and Gateway Solutions Ltd also pledged 40,000 Technoline shares valued at €2.32 per share. [£30,000 fully paid up and 10,000 40% paid up] to Steward Healthcare International Ltd (C 49432). Both documents would appear to have been completed at the same time as both have the same mistake, when referring to Steward Healthcare International Ltd (pledgee). company no. used was (C 49432) but should have read (C 4250)' [723] [724]*

Transfer of loan note from VPL to Steward for €1 as part of the purchase of VGH by Steward

154. *On 1 January 2018, there was an Agreement between Gateway, Vitals Procurement, VGH, Ivan Vassallo and Steward Healthcare in which Steward was to pay €1 to acquire the loan note including all rights and benefits. [725]*

155. *There are a series of draft unsigned legal documents/agreements throughout the early months of 2018 following Steward's purchase of VGH. The agreements pertain to the assignment of the VGH/Gateway loan note to Stewards for €1 and to the transfer of Ivan's shares in Gateway again for €1 to an unnamed transferee. Based on the share transfer document, Ivan is selling without reference to the buyer. Ivan has signed the share transfer agreement, but the transferee has not. None of the other documents are signed. [726]*

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722 (Gateway Pledge C_49432_D24_0.pdf)

723 (Gateway Pledge C_49432_D24_0.pdf)

724 (Technoline Ltd Pledge of shares C_4250_0101_0.pdf)

725 (cid_867_3_15_gateway_0300002520210420165315.pdf - Page 314)

726 (VPL SHI GWS IV 12 03.2018.pdf)

156. *On 12 February 2018, there was a Word doc prepared by Deborah Chappell and Ivan Vassallo. This was the agreement to the assignment of the VPL/VGH/Gateway loan note to Stewards for €1. [727]*

Financial review

157. *Our analysis of Gateway's financial statements is set out in appendix 2.11. Marjoe Muscat was Gateway's accountant and auditor from its incorporation until 8 January 2019.*

158. *Gateway's trading activity from incorporation up until 31 December 2015 was insignificant and we do not connect it to this Inquiry.*

159. *The financial statements for the year ended 31 December 2017 show Gateway to have become the holding company for Technoline during the year.*

160. *During the year ended 31 December 2016 VGH advanced Gateway €240,000 in connection with Gateway's purchase of Technoline's shares. During the year ended 31 December 2017, Gateway incurred various professional and consultancy fees totalling around €75,000 also in connection with the acquisition of Technoline's shares.*

161. *The financial statements and other accounting records confirm that for the three financial years ending 31 December 2017, 31 December 2018 and 31 December 2019, Gateway was simply a holding company for the shares in Technoline. It did not generate income and other than interest on the loan from VGH, it did not incur any significant expense..*

162. *Per its accounts, Gateway incurred interest of 4% to 5% per annum on the capital sum owed at each year end from the commencement of the loan of €5,040,000 in 2017. However, none of this interest was ever paid to VGH (Gateway did not have the income or any additional funds required to pay it) nor were there ever any loan repayments made with the result the interest charge was simply rolled up within Gateway so that by 31 December 2020 €810,733 in loan interest was owed by Gateway to the concession VGH/ Steward. [728]*

163. *We found no indication that VGH ever sought payment of the interest from Gateway and no indication that Gateway ever planned to pay the interest. VGH's loan to Gateway was therefore effectively interest free which in our opinion further confirms the close relationship / common ownership between VGH and Gateway/Technoline.*

Nexia BT

164. *Gateway's plan to sell the equipment to VGH, the concurrent plan for Gateway to acquire 100% of the shares in Technoline and the*

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727 [D1SA. Malta - Technoline Convertible Loan Note Assignment.pdf]

728 [46.pdf]

ownership structure of Gateway itself was subject to a great deal of professional advice from Mr Schembri's associate, Brian Tonna of Nexia BT. We have considered this part of the scheme in the appendix dedicated to MMXVI Limited (appendix 2.10).

Proposed Assignment of the Convertible Loan Note from Steward to Accutor

165. *On 19 September 2018, in an email which appears to be discussing a change in "ownership" of the company Technoline , Mario Gatt of Technoline emailed David Meli (lawyer / partner at Michael Kyprianou & Co LLC):*

"David, the major concerns & considerations in a change in ownership would be twofold, banks and suppliers...any changes will mean they will need to see who is UBO and start a due diligence - the last time this happened we were bogged down for 6 months....Equally important that Ivan is the guarantor towards some €5M in bank facilities, for which he holds an indemnity. Needless to say, an 'official' change in ownership will mean he needs to be replaced as guarantor" [729]

Accutor, Technoline and Gateway

166. *In Sept 2018, in the midst of ongoing discussions and negotiations between Technoline and Steward regarding the €5M Loan Note, Ivan Vassallo emailed to Mario Gatt:*

"I think I have waited long enough for a reaction from Asad. So I prepose that we reply as follows: ....

1)Technoline Ltd issues statements and invoices to settle all pending balances with Steward. These will include the present balance in favour of Technoline and the conversion of any 'pay per use' and / or 'on loan' agreements.

2)Steward settles these invoices (or off sets them against part of the subscription note, i.e. a non cash transaction). The funds and or balance, will be used through Gateway Solutions to settle part of the Subscription Note. (In essence, money or balance coming Steward will be going back to Steward)

3)Swiss Co issues a loan for the remaining balance of the subscription note to Technoline Ltd against any and all security that may be require by the Swiss Co.

4) This loan is used to settle the remaining balance of the Subscription Note.

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729 [23.emls]

5) BOV will therefore only need to be informed that the Subscription Note has been settled via a commerical loan. and we will give them a copy of the terms of the loan from the Swiss Co.

6) We shall have a separate private agreement with the Swiss Co to cement all other considerations with respect to the shareholding of Technoline and its continuing operations.

7)We sign an agreement with Steward either amending or dissolving the Supply Chain Managment agreement.

We think that this is the cleanest manner in which this situation may be resolved. The only actors involved will be those already involved and there will be no need to expand anyone else's knowledge of the situation" [730]

167. *The Swiss company referred to in the above email exchange was Accutor Consulting AG. It is significant in this context to note that despite the proposed introduction of an entirely new Party into the transaction – namely Accutor - Ivan Vassallo refers to the Swiss company's involvement as keeping only the same "actors involved as those already involved and there will be no need to expand anyone else's knowledge of the situation". In our opinion this proves that Mr Vassallo clearly regarded Accutor and its backers as one and the same as the VPL backers – who, in our opinion, were Shaukat Ali, Schembri and Mizzi.*

168. *The other point worthy of note is that Mr Vassallo was waiting to hear back from Asad Ali. One can only ask why that would be as, on the face of it, Asad Ali would have had very little involvement with Steward and Technoline several months after the sale of VGH to Stewards. This is a further indication of the close entangled relationship between the key players - Vassallo, the Ali family, Schembri and Mizzi. It is significant also at this stage that the 'nominee' shareholders Hillman and Sladden appear to fade out of the picture. When the transaction soured, it was going to require the further intervention of the real key players to resolve matters.*

169. *On 5 December 2018, there was a Novation Agreement between Gateway / Ivan Vassallo/ Steward Healthcare International and Accutor Consulting AG, (registered in Switzerland). Accutor was agreeing to stand in the shoes of Steward so that there would be no further amount owed between Steward and Gateway. Accutor is agreeing to pay to "Remaining Party 1" "Gateway" - €1M on the signing of this agreement, €2M within 3 years of the signing of this*

730 (40461.partial.emlx)

agreement , and a further €2M within 4 years of the signing of this agreement. [731]

170. *We note in the timing of this that Mr Schembri met with Accutor in June 2018 (appendix 3.61).*

171. *On 1 March 2019, Accutor sought the registration certificates for Technoline and Gateway. [732] We believe that this indicated that at that date it was still Accutor's intention to take over the €5M loan.*

172. *On 19 October 2019 David Meli prepared a draft novation agreement for the loan note which purported to transfer the loan note from Steward to Accutor. [733]*

173. *However, we do not believe that the Novation of the loan in favour of Accutor was ever actually executed as we can still see the loan was still shown as owed to Steward Malta Management Ltd in their financial accounts / nominal ledger as of 31 December 2020. [734]*

Hanuman Partners

174. *Hanuman Partners are a UK based political and business intelligence consultancy firm.*

175. *In September 2019 a report by Hanuman Partners was sent by Ivan Vassallo to Natale Inturri. The report appears to have been commissioned by Ivan Vassallo to counteract the negative press around Gateway's purchase of the shares in Technoline. [735] [736]*

176. *Mr Vassallo was in contact with staff members of Hanuman Partners to give them the information they required to produce the report during July 2019. [737] [738]*

177. *Mr Schembri had previously used the services of Hanuman Partners in 2016 and 2017. [739] [740] [741] [742] [743] It was an associate of Mr*

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731 [cid667_3_19_gateway_01000024202104201511711.pdf - Page 19]

732 [FW:Audit Info.msg]

733 [Novation Agreement.msg]

734 [46.pdf]

735 [Final Report_Technoline (2).pdf]

736 [(No Subject)-1.msg]

737 [FW 004935 Technoline Ltd.msg]

738 [RE RE Your questions msg]

739 [810476.partial.emlx]

740 [748012.partial.emlx]

741 [557433.partial.emlx]

742 [HPUK-373 – Kasco (Koala).pdf]

743 [809746.partial.emlx]

Schembri, Mr Alex Scibberas, solicitor, who recommended Hanuman Partners to Mr Schembri in 2016 and this same individual referred the firm to Ivan Vassallo.

Gateway's joint venture with Nexia BT

178. *Gateway entered into a Joint Venture Agreement with Nexia BT Advisory Services Limited dated 8 August 2014. The agreement stated that the parties agreed to form a joint venture for the purposes of training services to public service entities. [744] [745]*

179. *Anita Aloisio appeared on the agreement on behalf of Nexia BT and Ivan Vassallo sent the joint venture agreement to Pierre Sladden on 13 August 2014. [746] [747] This evidences that the relationship between Gateway / Ivan Vassallo and Pierre Sladden started well before the Health Concession.*

180. *The joint venture agreement did not generate any activity or income for Gateway so we did not consider it any further and its only relevance to the concession is that it demonstrates the close relationship between Gateway and Nexia BT in August 2014 and demonstrates the link between Sladden, Nexia and Gateway Solutions Ltd.*

Ivan Vassallo

181. *Ivan Vassallo's contact with Dr Joseph Muscat and Schembri goes back to 2011 (appendix 1.12). For example on 1 February 2013, Vassallo emails Muscat:*

"Dear Dr. Muscat, Well Done. I am really appreciative of your proposals in the Healthcare sector. You are really hitting home on many issues. My Mother is now one of your biggest fans! Keep up the pressure and the good work. God bless and take care.."

Vitals Procurement Limited, Numru ta' Reġistrazzjoni 122287 - Appendix 2.05:

1. *This appendix concerns Jersey company, Vitals Procurement Limited's (VPL) relationship with Gateway/Technoline/VGHM and the convertible loan note issued by Gateway to VPL in December 2016.*

2. *From our examination of the evidence, we have formed the view that the agreements asserting VPL's ownership of the convertible loan note served only to promote VPL as the funder in a loan arrangement that was intended to obscure the reality of the payment(s) being made*

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744 [Joint Venture Agreement V3.docx]

745 [JVA-Gateway solutions[1].pdf]

746 [14694[1].partial.emlx]

747 [Joint Venture Agreement V3 docx]

between VGHM and Gateway. In our opinion, this was done either to reduce the chance of the Maltese authorities and public, including Technoline's outgoing shareholders, becoming aware that Maltese Healthcare Concession funds had been used to purchase Technoline's shares and/or to prevent any potential claim to the ownership of Technoline coming from the ultimate beneficial owners of VGH, its investors and/or future owners.

3. *The convertible loan note was the instrument by which VPL, on paper, loaned Gateway €5,040,000 to purchase Technoline's shares in February and April 2017. The sum of €5,040,000 represented the agreed purchase price for Technoline's shares of €4,800,000 plus 5% (€240,000) for Stamp Duty.*

4. *VGHM paid €5,040,000 directly to Gateway in February and April 2017 from funds that it had received for the running of the Maltese Healthcare Concession without the funds passing through VPL. At the time of both the loan note issue in December 2016 and the payments from VGHM to Gateway in February and April 2017, VPL was not a trading company. The convertible loan note arrangement between VPL and Gateway meant that instead of VGHM appearing as the direct funder of Gateway/Technoline, Gateway's funding relationship was with the Jersey company. However, the flow of funds and financial relationship remained within Malta, between VGHM and Gateway.*

5. *Between October 2015 and April 2016, Ivan Vassallo and his associates within Gateway planned to generate the funding required to purchase Technoline's shares through the sale of an equipment package known as the Gamma Knife to VGH. As set out in appendix 2.00 the sale of the Gamma Knife did not proceed as, at the time, VGH did not have the required funds to pay a deposit for the equipment.*

6. *There is evidence that Keith Schembri was aware that concession funds had been used to purchase Technoline when he and Shaukat Ali were told by Steward's CEO, Armin Ernst, at the time of the VGH takeover in January 2018 that in Mr Ernst's opinion concession funds (from VGHM) should not have been used to purchase the shares in Technoline. Mr Schembri did not raise Mr Ernst's allegation regarding the improper use of concession funds with anyone within GOM.*

7. *The convertible loan note was, according to Ivan Vassallo, Ram Tumuluri's idea. However, given the size and nature of the transaction it is our opinion that Shaukat Ali was likely closely involved from its conception. Indeed, at the time of Steward's takeover Mr Vassallo and Mario Gatt discussed the possibility that the €5M debt owing from Gateway to VGH could be waived or redirected to which Mr Vassallo suggested he would meet with "Mr S and K specifically".*

8. *In late December 2017, Mr Vassallo prepared a note of his version of the acquisition of Technoline, including VPL's subscription to Gateway's loan note. Mr Vassallo had his story checked by Asad Ali and Shaukat Ali rather than Ram Tumuluri and was unequivocal as to the source of funds for the acquisition:*

   "The acquisition was closed on the 7th of April, with all monies being transferred from Bluestone Investments Malta Limited. The subscription note was subscribed to by Vitals Procurement Limited of Jersey."

9. *In making such an inaccurate statement, Mr Vassallo appears to have been attempting to create a narrative which shifted the source of funding away from VGH (and therefore away from Malta Healthcare Concession funds) onto Bluestone. This appears to be an attempt to point media attention towards the original 'Bluestone' investors rather than highlight the actual misappropriation of public funds from the healthcare concession which is in fact what occurred.*

10. *In Ram Tumuluri's eyes the relationship between Keith Schembri and Ivan Vassallo persisted long after their joint enterprise and involvement in the Gamma Knife deal. At the time of Steward's takeover in 2018, Mr Tumuluri considered that Mr Vassallo had retained a "direct line to Keith". It was an unlikely coincidence then that in 2019, when Ivan Vassallo was forced to defend himself and Technoline against media allegations surrounding the acquisition of Technoline, he used UK based political consultancy, Hanuman Partners, following an introduction made by Mr Schembri's lawyer, Alex Sciberras. Mr Schembri had used the services of Hanuman Partners in 2016 and 2017 to counteract negative media coverage following the exposure of Mr Schembri's offshore financial interests.*

11. *The report prepared by Hanuman Partners (on basis of information provided by Vassallo) suggested that Mr Vassallo could not have known that the money used to buy Technoline's shares was coming from Maltese Healthcare Concession funds. This seems particularly implausible for several reasons:*

    - *When Bluestone and VGHM paid €240,000 to VGH's lawyers, DF Advocates, as a deposit for the acquisition of Technoline's shares, Ivan Vassallo asked the lawyers for a deposit confirmation that did not divulge VGH as the source of the funds; this was soon followed by a payment direction letter signed by Ivan Vassallo and Ram Tumuluri which stated VPL was paying Gateway, rather than VGH*
    - *Gateway's bank statements showed that the remaining €4,800,000 came from VGHM rather than VPL or Bluestone as suggested by Mr Vassallo*

- *Mr Vassallo and his associates within Gateway had made attempts to sell the Gamma Knife to VGH in an earlier effort to generate the funds required to purchase Technoline's shares. Mr Vassallo, by virtue of Ram Tumuluri's letter to Gateway in February 2016, was aware that the Gamma Knife deal was subject to VGH's negotiations with GOM, which really meant he was aware that concession funding was required to purchase the equipment and therefore by extension, concession funding was required to create the funds within Gateway for the purchase of Technoline's shares (appendix 2.00)*

12. *The amount owing by Gateway on foot of the loan note was recorded in Gateway's financial statements and the amount owing to VGHM on foot of the loan note was recorded in VGHM's / SMM's financial statements. In the Gateway Trial Balance, the loan was described as a 'Long Term Loan' without disclosing the lender. [748] In the VGH/SMM trial balance the loan was recorded as a financial asset - 'Investment in Technoline'. [749]*

13. *Other than the various legal agreements drawn up for the convertible loan note between Gateway and VPL (which we suspect were not shared with the company administrators in Jersey), we did not find any financial records to indicate that VPL recognised VGHM as a creditor or Gateway as a debtor. In fact, we did not find any financial records for VPL at all.*

14. *Confusion, whether by accident or design, over the parties to and reason for healthcare concession funds being paid to Gateway appears to have persisted within Stewards personnel after the takeover of VGH in 2018. In October 2019, when considering SMM's draft financial statements for the year ended 31 December 2017, it was noted that SMM was reporting a financial asset of €5,040,000 which reflected the value of funds paid to Gateway. However, the basis of the 'loan' was unclear to at least one member of Stewards staff, who commented:*

    "Technically, the note is between Vitals Procurement (a company outside the Vitals Malta companies) and Gateway, the parent company holding 100% of Technoline shares. Funds came from VGH Malta but we do not know if they were "borrowed" or were a repayment for services delivered by and due to Bluestone. As part of the February 2018 acquisition, Stewart International acquired this Convertible Note from Ram Tumuluri / Vitals Procurement. Not sure if we report this at all. Steward's intentions are to return the funds back into Steward

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748 [Page 305, cld667-3_19_gateway_01000024202104201517 11%20%231.pdf]

749 [Tab "MS2 V2 T8", Rows 85-88, SMM Trial Balance V2 _ Dec 31, 2019.xlsx]

Malta (or at least as much as can be recovered) and work is being done in that regards right now." [750]

15. *The suggestion that the payment of €5,040,000 from VGHM to Gateway was in some way a repayment for services delivered by and due to Bluestone may indicate that Stewards had initially been informed that the amount would not be recoverable from either VPL or Gateway/Technoline. We have seen no suggestion that any services were delivered by Bluestone to Gateway.*

16. *VPL's connection to the loan was brought to an end in February 2018 when its UBO, Ram Tumuluri, assigned the loan note from VPL to Stewards as part of the takeover of VGH. This meant that the €5,040,000 owing from VPL to VGHM/Stewards was now owed directly from Gateway/Technoline to Stewards (which in our opinion reflected the reality of the transaction from the outset) and brought VPL's involvement with Gateway/Technoline to an end. VPL was wound up on 8 August 2019 according to JFSC.*

17. *Stewards reached a settlement with Technoline in early December 2020 regarding how the €5,040,000 would be repaid over 3 years by a mixture of set off, guaranteed future sales of minimum €500,000 per annum and a 30:70 set off of cash paid against loan and new business. [751] The full details of this settlement are set out in the appendix on Technoline at Appendix 2.20.*

18. *As detailed in appendix 6.15, VPL was one of 12 companies incorporated in Jersey in October 2016 by Shaukat Ali and Ram Tumuluri. These 12 companies incorporated in Jersey including VPL, are considered in appendix 6.15.*

19. *VPL bought a 95% shareholding in MTrace PLC on 28 October 2016. We have considered VPL's ownership of MTrace PLC in appendix 2.80.*

20. *On 12 February 2017 shares in all twelve companies were transferred from Crestbridge Corporate Nominees to Ram Tumuluri and Shaukat Ali or companies under their control. We note that the date of this coincides with Gateway's acceptance of the convertible note from VPL on 13 February 2017. Four days later on 16 February 2017, the single company share in Bluestone Special Situations #4 Limited (BVI) (Appendix 5.30) held by Asia Harimau Investments Ltd (BVI) (Appendix 5.31) was transferred to VGH Malta Ltd (Jersey) and with this all VGH Malta companies were now held within the Jersey company structure.*

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750 [Items for PwC discussion - Dec 14 2019.pdf]

751 [Pages 586-588, BATCH CS61 STEWARD BOX 08403430720203181111309.pdf]

21. *From 16 February 2017 therefore all the VGH Malta Concession companies were fellow subsidiaries with VPL of VGH International Ltd.*

Formation, Ownership and Director

22. *VPL was incorporated in Jersey on 13 October 2016 by Jersey corporate services firm, Crestbridge Corporate Services Limited. Crestbridge's part in the incorporation process had begun on 11 October 2016 when Ram Tumuluri sent Crestbridge a group structure chart for 9 Jersey companies and 2 Trusts to be owned by Ram Tumuluri and Shaukat Ali. This was two weeks after VGHM had received the first payment for the Malta Healthcare Concession from GOM on 29 September 2016. However, the plan to create a group of Jersey companies started in August 2016 when Ram Tumuluri was in contact with Jersey lawyers, Carey Olsen. Ram Tumuluri was appointed VPL's director at incorporation. [752] [753] [754] [755] [756] [757] [758] [759] [760]*

23. *On 13 October 2016, Crestbridge confirmed to Ram Tumuluri that 12 Jersey companies had been incorporated, including VPL. Ram Tumuluri emailed Shaukat Ali with the update from Crestbridge. [761]*

24. *Crestbridge Corporate Nominees Limited of 47 Esplanade, St Helier, Jersey, JE1 0BD held the only share in VPL until February 2017. [762]*

25. *On 11 January 2017, Deborah Chappell emailed Jesmond Silvio of Malta Enterprise attaching a declaration confirming Ram Tumuluri as the UBO of VPL. Ms Chappell also advised that there would be: [763] [764]*

    "a change in shareholding in the coming days following which there will be an additional UBO together with the present one. As per your

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752 (5389257.pdf)

753 (5389644.pdf)

754 (2016014 – Vitals Procurement – CQBO.pdf)

755 (CEQ VGH.docx)

756 (Pages 37-39, 20170214-VITALS PROCUREMENT LIMITED.PDF)

757 (Page 1, Statement 40023647549.pdf)

758 (Corporate Shareholding.docx)

759 (message.body - RE:FACTA self certification.msg)

760 (message body - RE:Jersey structure.msg)

761 (message.body - Fwd: VGH Group.msg)

762 (20170905 – Share Certificate – Vitals Procurement Limited.pdf).

763 (message body - M Trace: Declaration UBO_Vitals Procurement Limited.msg)

764 (Declaration_110117.pdf)

instructions, we will provide you with updated declarations to this effect once the change as taken places."

26. *The single share was transferred to Jersey company, Vitals Global Healthcare Limited on 12 February 2017. [765] [766]*

27. *Vitals Global Healthcare Limited is owned by another Jersey company, New Horizons Investments Limited. The structure and ownership of the Jersey group of companies is set out in appendix 6.15. [767] [768] We conclude that Shaukat Ali (and probably his backers) through Ram Tumuluri were in control of the Jersey group.*

28. *Crestbridge Corporate Nominees Limited was also the company secretary. [769]*

Financial review

29. *We did not find any financial records in the form of financial statements, bank statements or transaction reports for VPL. No financial statements have been submitted to Jersey's company registry.*

30. *In addition, we found no correspondence indicating that the company administrators in Jersey were made aware that VPL had taken up Gateway's convertible loan note.*

31. *VPL was wound up on 8 August 2019 according to JFSC. [770]*

Overview of the convertible loan note

32. *On 20 December 2016, Gateway Solutions Limited (appendix 2.00) issued a convertible loan note in the principal amount of €5,040,000. The note's terms of issue stated that the net proceeds would be used for the financing and acquisition of all the shares in issue in the target company, Technoline Limited, and in a conversion event, the note holder would acquire the issuer's shares. The interest rate was 4% per annum and the maturity date of the note was 1 December 2017. [771] We did not find a signed copy.*

33. *Annex 1 of the terms of issue recorded VPL as the applicant to the note. However, the applicant's bank account details were given as Bluestone Investments Malta Limited, Bank of Valletta, Account Number*

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765 [Pages 38 & 39, 20170214-VITALS PROCUREMENT LIMITED.PDF]

766 [20170201-Vitals Procurement Limited – Stock Transfer form.pdf]

767 [Inaugural – Vitals Procurement Limited.docx]

768 [Pages 1, 2, 17 & 18, FWD VGH COMPANIES- CRESTBRIDGE INVOICES.MSG—fedex.pdf]

769 [Pages 17 & 18, FWD VGH COMPANIES- CRESTBRIDGE INVOICES.MSG—fedex.pdf]

770 [VPL Dissolution Notice.pdf]

771 [20180111101322672 (1) – Copy.pdf].

40023647510, this being Bluestone's Euro bank account. This indicated that funds for the note were to be provided via Bluestone. [772]

34. *Deborah Chappell sent a final version of the loan note to Stephanie Soler and Andrei Vella of Camilleri Preziosi and Ivan Vassallo on 18 April 2017. The document was dated "20th December 2016, as amended and restated on the 13th February 2017". [773] [774]*

35. *A note certificate dated 14 February 2017 confirmed VPL as the note holder. Ivan Vassallo prepared the note certificate on 20 April 2017. [775] [776] [777]*

Background to the convertible loan note

36. *Correspondence between Deborah Chappell of DF Advocates (acting on behalf of VGH), Stephanie Soler and Andrei Vella of Camilleri Preziosi (acting on behalf of Gateway) and Ivan Vassallo shows that legal assistance in relation to Gateway's loan note was underway by 24 October 2016. [778]*

37. *On 1 November 2016, Stephanie Soler set out to Ivan Vassallo and Deborah Chappell the terms under which DF Advocates would hold a 5% deposit of €240,000 (€4,800,000 x 5%) in escrow, this being the deposit for the acquisition of Technoline's shares: [779]*

    (i) *"VGH is to transfer a 5% deposit to DF advocates to be held under the terms of the escrow agreement;*

    (ii) *Upon closing of the SPA (once the conditions precedents are completed and the shares are transferred to Gateway) DF Advocates are to release the deposit to Gateway.*

    (iii) *Should closing not occur, DF Advocates are to release the deposit back to VGH."*

38. *The lawyers and Ivan Vassallo were clearly aware at this stage that VGH was due to fund the 5% deposit.*

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772 [Page 20, 20180111101322672 (1) – Copy.pdf]

773 [Gateway Convertible Note Issue Terms of Issue_FINAL.DOCX]

774 [9250[1].partial.emlx]

775 [Note certificate (20170419).docx]

776 [Note certificate 14th February 2017.pdf]

777 [NOTE-0.MSG – 20170420173216135.pdf]

778 [8411.partial.emlx]

779 [8411.partial.emlx]

39. *On 3 November 2016, Deborah Chappell sent Camilleri Preziosi a draft version of a 'Preliminary Note Subscription Agreement' between VPL and Gateway dated 4 November 2016. [780] [781]*

40. *Deborah Chappell sent the signed version of the 'Pre-Note Subscription Agreement' to Ram Tumuluri on 4 November 2016. [782] [783]*

41. *The draft agreement set out that using the funds raised by the note, Gateway was to finance the acquisition of the shares in Technoline from GAE and TDC as contemplated in two respective SPAs between Gateway and GAE and Gateway and TDC. The note was to be in the amount of €5,040,000, which was equivalent to €4,800,000 (this being the combined price of GAE's (€1.8M) and TDC (€3.0M) shares in Technoline) plus 5% Stamp Duty.*

42. *The disparity in value of GAE and TDC shares was known as far back as 16 December 2015 when Ivan Vassallo sent to Adrian Hillman the two draft SPAs for the separate deals at €1.8M & €3M = €4.8M. [784] It was also referred to by Anita Aloisio of BT Nexia when they first looked at a valuation of Technoline. We also found an MOU between Mr & Mrs Cusens of TDC and Vassallo regarding the potential sale of TDC shares to Gateway for €3M which was to lapse on 31 January 2016. An accompanying letter to the MOU was dated 3 November 2015. [785]*

Source of escrow deposit of €240,000

43. *The source of the deposit paid to DF Advocates' escrow account was as follows:*

    - *€90,000 from Bluestone Investments Malta Limited on 4 November 2016, which was funded by a payment of €3,500,000 from VGHM to Bluestone on 29 September 2016. [786]*
    - *€150,000 from VGHM on 10 November 2016 [787]*

44. *On 4 November 2016, Deborah Chappell emailed Andrei Vella and Stephanie Soler of Camilleri Preziosi (with Ivan Vassallo and Ram Tumuluri in copy) attaching a copy of the declaration of receipt of*

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780 [8411.partial.emlx]

781 [Pre-Note Subscription Agreement_031116.docx]

782 [message.body - Deborah Chappell - Ram Tumuluri Note Subscription_Gateway.msg]

783 [Pre-Note Subscription Agreement_041116.pdf]

784 [259290.emlx]

785 [Pages 454-458, cid667- 3_19_gateway_02000252021042016531S.pdf]

786 [Pages 38 & 47, Statement – 40023647510 (01.01.14 – 31.12-19).pdf]

787 [Page 8, Statement 40023647549 2015_2019.pdf]

funds confirming Bluestone's payment of €90,000 to DF Advocates on 4 November 2016 [788] [789]

45. *On 11 November 2016, Deborah Chappell confirmed that DF Advocates was in receipt of further funds on escrow (this being the €150,000 received from VGHM on 10 November 2016). Whilst Mr Vassallo was seemingly content that the first declaration of funds which referred to Bluestone, he was wary that the second declaration of funds would refer to VGH: [790]*

"Dear Deborah, I am only referring to the certificate of receipt of funds into escrow. May we have a certificate that does not mention VGH? The previous one for GAE cannot be used with the customer. As this would divulge the origin of funds."

46. *Deborah Chappell told Mr Vassallo she would check with her colleague, Dr (Edward) Saliba and later on the same day she provided the declaration for €150,000 which, as requested by Mr Vassallo, did not refer to VGH as the source of funds. [791] [792] [793]*

47. *We did not establish whether Mr Vassallo was content that the first declaration referred to Bluestone as having been the source of funds for the €90,000 or whether it was an oversight on his part that Bluestone was recorded. In the week between the first and second deposits to DF Advocates escrow account Mr Vassallo may have recognised that declaring VGH as the source of the €150,000 deposit to Technoline's shareholders would present problems for both parties – the exiting Technoline shareholders were not to be allowed to know that it was really their largest customer VGH who was funding the purchase of their shares or else the price may well have increased dramatically. In any regard, in preparing the declaration for €150,000 which did not mention VGH, it is significant to note that DF Advocates assisted Mr Vassallo in keeping the funding arrangement between Gateway and VGH a secret from the exiting owners of Technoline.*

48. *DF Advocates paid €240,000 to Gateway's HSBC account on 22 December 2016. (Appendix 2.00) [794]*

Lead up to the convertible loan note

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788 [7805.partial.emlx]

789 [Declaration Receipt of Funds.pdf]

790 [7973.partial.emlx]

791 [7914.partial.emlx]

792 [54843.partial.emlx]

793 [Declaration Receipt of Funds I..pdf]

794 [Page 6, 075-177626-001.Statements on Account.pdf].

49. *On 10 November 2016, Deborah Chappell (on behalf of VGH) emailed Stephanie Soler (on behalf of Gateway) following the receipt of further amendments to the GAE SPA. Ms Chappell commented: [795]*

"We note that the condition to obtain finance has been removed: The Buyer having obtained finance for the purpose of financing the acquisition of the Shares in terms of this Agreement. Can you please clarify the reason for this?"

50. *Ms Soler replied:*

"As discussed over our earlier call, in accordance with the Preliminary Note Subscription Agreement entered into by Gateway Solutions Limited and Vitals Procurement Limited on the 4th November 2016, the Parties agreed that by the 15th of December 2016 Vitals will provide Gateway with a confirmation letter, confirming that it shall be able to satisfy the conditions precedents under the share purchase agreements entered into between Gateway and the shareholders of Technoline Limited. Following such date, in terms of such agreement, Vitals shall subscribe to the loan Note and Gateway shall issue the loan note following the receipt of the issue price. Once Gateway receives such issue price and issues the Note, it shall confirm to GAE that it has obtained the necessary financing in order to complete the acquisition of the shares. Gateway must therefore receive the issue price in advance of the deadline by which it has to provide confirmation to GAE."

51. *On 11 November 2016, Deborah Chappell confirmed Ms Soler's thinking and added that DF Advocates was in receipt of the funds on escrow. [796]*

52. *On 29 November 2016, Deborah Chappell emailed Ram Tumuluri regarding Gateway's Note. [797]*

"Hi Ram...

In respect of the above captioned and in terms of the preliminary subscription agreement, kindly note we have to give Ivan an update on the ongoing process with the banks in relation to the facility and the bank guarantees.

Do you have any updates from your end at this stage?

Kindly bear in mind that by the 15th of December we need to confirm whether Vitals Procurement will be able to satisfy the Conditions Precedent agreed upon in the SPA's signed by Ivan..."

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795 [7973.partial.emlx]

796 [7973.partial.emlx]

797 [message.body - Deborah Chappell - Ram Tumuluri-Note Subscription_Gateway .msg]

53. *A draft pledge of shares agreement between Technoline, Gateway and VPL prepared by Deborah Chappell was sent by Ms Chappell to Camilleri Preziosi, DF Advocates and Ivan Vassallo on 1 December 2016. [798] [799]*

54. *A further version of the pledge of shares agreement was prepared on 19 December 2016 by Deborah Chappell. [800] [801]*

55. *Ram signed the application form dated 20 December 2016. [802] The Convertible Note Issue "Terms of issue" document was dated 20 December 2016. [803]*

56. *A "Payment Direction Letter from Vitals Procurement Limited" to Gateway dated 20 December 2016 was prepared suggesting that VPL, rather than Bluestone (€90,000) and VGH (€150,000), paid Gateway €240,000 via the DF Advocates escrow account. As noted above VPL did not have a bank account to make the payment but the contents of the letter suggested otherwise: [804]*

*"Vitals Procurement Limited hereby pays to the Company the amount of two hundred four thousand euro (€240,000) (hereinafter, the **"Payment"**) in immediately available by crediting the bank account referred to below:*

Account Holder Name : Gateway Solutions Ltd

Bank Name: HSBC Bank Malta p.l.c.

Account Number: 075-177626-001

IBAN Number:
MT27MMEB44750000000075177626001

By its signature below Vitals Procurement Limited agrees, and by its countersignature below, the Company hereby acknowledges that the Payment shall constitute a payment made by Vitals Procurement Limited on account of the issue price;"

57. *This payment direction letter along with Ivan Vassallo's request to DF Advocates not to divulge VGH as the source of funds are likely to be two key documents when considering VPL as they show how this early*

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798 [54502 partial.emlx]

799 [Pledge of Shares Agreement_011216.docx]

800 [Pledge of Shares Agreement_191216.docx]

801 [Pledge of Shares Agreement_201216.pdf]

802 [Application Form – Signed.pdf]

803 [Note Terms of Issue_201216.pdf]

804 [DEBORAH CHAPPELL – EDWARD SALIBA-NOTE SUBSCRIPTION_GATEWAY .MSG—Payment Direction Letter_Vital's Procurement Limited.pdf]

in the process, documents were being created that removed VGH as the funder. DF Advocates paid the €240,000 to Gateway's HSBC bank account which received the funds on 22 December 2016 (appendix 2.00).

58. *Although Ivan Vassallo signed the letter on behalf of Gateway, VPL was not explicitly stated beside Ram Tumuluri's signature on page 2 of the letter. However, the content of the letter's first page make it clear that the letter and signature was on behalf of VPL.*

January 2017

59. *On 3 January 2017, Ivan Vassallo emailed Camilleri Preziosi and offered to draft Gateway's acknowledgement to VPL for "the 'deposit' paid and received" (€240,000) and Gateway's "instructions that we would like funds transferred by the 31st January, 2017". [805]*

60. *A letter dated 11 January 2017 from Ivan Vassallo on behalf of Gateway to VPL approved VPL's application to subscribe for the convertible loan note. The letter stated: [806] [807]*

"We note your application form dated 20th January 2016 ("Application Form"), pursuant to which you applied to subscribe for a convertible loan note in the principle amount of up to five million and forty thousand euros (€5,040,000) to be issued by Gateway Solutions Limited...By means of this letter the Issuer hereby acknowledges the receipt of, and approves, the Application Form.

In accordance with Clause 3.1 (c) of the Terms of Issue, the issuer shall issue instructions to you, as Note Holder, to pay the Issue Price on the 31st January 2017, after which you shall have five (5) business days from the issuance of such instructions to transfer the Issue Price to the bank account indicated in the Application Form"

61. *The reference to VPL's application form being dated 20 January 2016 appears to have been a typo as VPL was not incorporated until 13 October 2016 and the loan note issue was dated 20 December 2016. The Note Subscription Application Form [808] was created on 11 January 2017 by Deborah Chappell and shows the application for the loan note by Vitals Procurement Limited. The signed version is dated 20 December 2016 which indicates that the draft created by Ms Chappell on 11 January 2017 was backdated by three weeks. [809]*

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805 [6849.emlx]

806 [1591_001.pdf]

807 [1614_001[1].pdf]

808 [Application Form.docx]

809 [Application Form - Signed.pdf]

62. *Stephanie Soler of Camilleri Preziosi prepared the letter on 6 January 2017 but left the date of the application form referred to in the letter undated. [810]*

63. *On 30 January 2017, Ivan Vassallo and Stephanie Soler prepared an instruction to pay letter dated 31 January 2017 that instructed VPL to pay €5,040,000 within 5 business days of the letter. [811] [812] [813]*

64. *Deborah Chappell prepared a letter from Gateway to VPL dated 13 February 2017. The letter referred to Gateway's acceptance on 11 January 2017 of VPL's Application Form for the note (dated 20 January 2016). The letter also revealed that the conditions precedent of the TDC SPA had not been met and the parties (Gateway and TDC) had agreed to postpone the closing of the acquisition of TDC's shares in Technoline. The deal to purchase GAE's shares in Technoline was however progressing and by virtue of Ms Chappell's letter, Gateway was instructing VPL to transfer the sum of €1.8M to finance the acquisition of shares pursuant to the GAE SPA. [814]*

February 2017

65. *Deborah Chappell also prepared a "Amendment and Restatement Agreement" dated 13 February 2017 between VPL and Gateway which set out that the acquisition of GAE shares would go ahead on 14 February 2017 whilst the acquisition of the TDC SPA would be postponed. [815]*

66. *Ivan Vassallo was also inputting to the Amendment and Restatement Agreement. On 13 February 2017, Mr Vassallo emailed Stephanie Soler to inform her he had made one more minor amendment to the execution page by inserting Ram Tumuluri's name and VPL as the company instead of Simon Cusens. [816]*

67. *A letter dated 13 February 2017 from Gateway to VPL was also prepared which replaced the original Instruction Letter. [817]*

68. *VGHM rather than VPL paid €1.8M to Gateway on 14 February 2017 (appendix 2.03). We wonder what allowed VGHM to pay instead of VPL? Was there a loan agreement between VPL and VGHM? Ivan & Asad appeared to discuss the situation [818] as the owner of phone*

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810 [Convertible Note- Application Form Acceptance Letter (20170106)(1).DOCX]

811 [Instructions to pay Issue Price (redline).DOCX]

812 [Instructions to pay the Issue Price Signed.pdf]

813 [ns to Pay.docx]

814 [Gateway_Acceptance Letter_130217.docx]

815 [Note + Addendum to Note(1).pdf]

816 [6367 partial.emlx]

817 [TECHNOLINE HOUSE-KEEPING.MSG—Acceptance Letter_Executed.pdf]

818 [0a905badd4fa9d2fb3ef9f25e0c9865b70b19753.pdf]

writes that "If Vitals Procurement Ltd (Jersey) received the money to purchase the Gateway Solutions Ltd/Technoline subscription note from Vitals Global Healthcare Malta, then there should be money owing to VGH from Vitals Procurement Ltd (Jersey). Then VGH/Steward could get the Subscription Note instead of the money". Asad Ali replies that Armin Ernst is also suggesting this and will speak to his lawyers to find a way out. The person messaging Asad Ali may have been Ivan Vassallo due to it coming from his device (as seen in file-path) or the screenshot of the messages may have been simply shared with Mr Vassallo, meaning the other person messaging Asad Ali remains unidentified.

April 2017

69. *VGHM rather than VPL also paid a further €3.1M to Gateway on 7 April 2017 (appendix 2.03).*

July 2017

70. *In July 2017, BOV were reviewing Technoline's credit facilities. Deborah Chappell provided Mariella Stivala of BOV with a "Waiver of Pledge by Vitals procurement limited" and "Acceptance and confirmation of the sanction letter by Vitals procurement limited". In simple terms through the waiver letter, VPL confirmed to BOV that no pledge over shares agreement had been entered into and VPL had waived its right to secure the repayment of the convertible note by virtue of a pledge over Technoline's shares and obliges itself not to enter into any such agreement or register any such pledge, for as long as any of the facilities given by BOV to Technoline were due. [819] [820] [821] [822]*

71. *On 27 July 2017, Deborah Chappell asked Jersey lawyers, Carey Olsen, for legal opinion on the good standing of VPL which was required by BOV. Once the service was provided by Carey Olsen, Deborah Chappell (now in the employment of VGH) passed the invoice to VGH's Saba Abbas for payment. [823]*

72. *On 28 July 2017 Gateway held a Board Meeting and the minutes approved the company signing a Guarantee for the granting of additional banking facilities to Technoline with the amount recoverable under said guarantee to be limited to a maximum of €1,950,00. [824]*

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819 (message.body - RE: Re: Credit Facilities Technoline Limited-1.msg)

820 (VPL_Resolution in Writing_120717.pdf)

821 (Waiver of Pledge_120717.pdf)

822 (Waiver of Pledge_140817_FINAL.pdf)

823 (message.body - RE: Legal Opinion (CO-CCIDocs.FID949274.msg)

824 (Page 468, cid667-3_19_gateway_01000024202104201511711.pdf)

September 2017

73. *On 1 September 2017, BOV wrote to Gateway confirming that they had received a bank guarantee signed by Gateway. The Guarantee was for banking facilities provided to Technoline Ltd. [825]*

74. *VPL, Ivan Vassallo and Gateway entered into an indemnity agreement dated 6 September 2017. The purpose of the agreement was to safeguard the interest of VPL in ensuring that personal guarantees given by Ivan Vassallo to BOV in relation to Technoline were not triggered (thus jeopardising VPL's ownership of Gateway should it be brought about by a conversion event). Deborah Chappell drafted the agreement and sent it to Ram Tumuluri and Ivan Vassallo on 12 September 2017. [826] [827] [828]*

75. *The first part of the Indemnity Agreement document appeared to be the Preambles to the actual agreement which stated that Ivan Vassallo has had to sign the bank guarantees for Technoline and was seeking VPL to indemnify him from those guarantees. There was a longer more complete document, [829] by virtue of which VPL undertakes to indemnify Ivan Vassallo if any of the personal guarantees are called in by BOV for Technoline.*

76. *On 22 September 2017, Rebecca Rioda of Crestbridge sent Deborah Chappell an unsigned certificate of ownership dated 12 February 2017 which recorded VPL's owner as Vitals Global Healthcare Limited (Jersey). [830]*

77. *The same certificate had been previously sent to Deborah Chappell by Laura Prouse of Crestbridge on 5 September 2017. [831] [832]*

October 2017 – waiver of pledge

78. *In October 2017, a series of emails were exchanged between Deborah Chappell, Mario Gatt and Ivan Vassallo and with Mariella Stivala of the Bank of Valletta. BOV were unhappy with the status of the VPL/ Gateway Convertible Loan Note as, in its unadjusted state, it would have implied that VPL could convert the loan and take over ownership of Technoline. This would place the VPL loan higher in priority to the existing BOV lending in Technoline. As BOV had Prior Lender status they could not allow that to happen. In order to provide assurance to*

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825 [Page 470, cid667- 3_19_gateway_0100002420210420151711.pdf]

826 [Indemnity agreement(1).pdf]

827 [Indemnity Agreement_110917.docx]

828 [4349_001.pdf]

829 [Indemnity Agreement(1).pdf]

830 [20170905 – Share Certificate – Vitals Procurement Limited.pdf]

831 [message.body - RE_VGH-Share Certificates_Tax Advice_(2).msg]

832 [20170905 – Share Certificate – Vitals Procurement Limited.pdf]

BOV as primary lenders, a number of documents had to be prepared and signed over including those listed out in this email exchange – 'Original or Certified True Copy of Vitals Procurement Ltd Waiver of Pledge', 'Original or Certified True Copy of Vitals Procurement Ltd Board Resolution in relation to convertible note issue', 'Keyman Insurance Policy, 'Signed pledges on receivables' [833]

Maturity of Convertible Note

79. *Deborah Chappell (who had become a VGH employee since February 2017 prepared a letter dated 8 December 2017 which she shared with Ram Tumuluri and Jean Farrugia of DF Advocates on 10 December 2017. The letter referenced the Maturity Date defined in the Terms of Issue having been reached and accordingly VPL was requesting from Gateway whether it was desirous to: [834]*

    a) Repay the Redemption Value on the note together with Interest or

    b) Convert the note into Conversion Shares in Gateway

Steward's takeover of VGH presented an opportunity for Gateway's €5M debt to VGHM to be waived or redirected

80. *On 13 December 2017 Ivan Vassallo broke the news to Mario Gatt that the change in VGH ownership management was in the offing. Mr Vassallo understood that the exclusive supply contract between Technoline and VGH would be retained. In relation to the convertible note issue Mario Gatt commented: [835].*

    'you should try and get that small note of €5 to be "waived" ' 'or redirected'

    to which Ivan Vassallo replied:

    "Being done. Will meet Mr S and K specifically"

81. *The reference to €5 rather than €5M appears to have been an obvious typo. It would be of huge importance to understand from Mr Vassallo who he was referring to as "Mr S and K" as these were clearly people with sufficient control and influence over VGH that they could even be considered by Ivan Vassallo and Mario Gatt as having the power to waive or redirect the €5M debt owed by Gateway.*

82. *Although we found no direct link between VPL and Mr Vassallo's associates in Gateway (Schembri, Mizzi, Sladden and Hillman), in Ram Tumuluri's eyes the relationship between Keith Schembri and Ivan Vassallo persisted long after their joint involvement in the*

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833 [message.body - Re: Technoline Ltd – Pending Items.msg].

834 [message.body - Technoline Conversion of Note.msg & Notice Note Conversion Gateway Solutions Ltd.docx]

835 [Page 9596, Messages (2).pdf]

Gamma Knife deal when at the time of Steward's takeover, Mr Tumuluri considered that Mr Vassallo had a "direct line to Keith". [836]

83. *Ivan Vassallo was in direct contact with Shaukat Ali for assistance with Technoline post Steward's takeover. In their correspondence Mr Vassallo addressed Shaukat Ali as "Mr S". [837]*

84. *Mr Schembri and Shaukat Ali would therefore appear to be two possible options as the persons referred to by Mr Vassallo as "Mr S and K" in his response to Mario Gatt on 13 December 2017.*

Separation of the loan note from VPL

85. *By agreement dated 12 February 2018 between VPL, Gateway, VGHM, Ivan Vassallo and Steward Healthcare International Limited, VPL agreed to assign all its rights and benefits in the Loan Note to Steward Healthcare International Limited. [838]*

86. *BOV letters dated 4 October 2018 and 12 February 2019 referred to a Letter of Undertaking dated 14 July 2017 by VPL waiving its right to secure the repayment of the Convertible Note by virtue of a pledge over Technoline's shares and not to enter into any such agreement or register any such pledge for as long as any of the facilities issued pursuant to sanction letter dated 6 July 2017 are due by Technoline Ltd to Bank of Valletta plc. [839] [840]*

87. *A draft Agreement dated 25 January 2018 between Bluestone Investments Malta Limited and Steward Healthcare International Limited stated, "The buyer acknowledges, accepts and undertakes to honour the intercompany agreements entered into between VPL and VGHM on the 13th February 2017 and 1st May 2017 in relation to the Technoline Investment and the Mtrace Investment respectively. [841]*

88. *Ivan Vassallo made a PDF copy of the signing page of the agreement executed between Gateway, VPL and VGHM which he sent to David Meli on 12 February 2018. The only signature on the agreement was Ivan Vassallo's on behalf of Gateway which meant Mr Meli would have still required signatures on behalf of VPL and VGHM. [842] [843] [844]*

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836 [239c8de76120751b4726b46e450b318eaa34fc7f.pdf]

837 [d2602596-3f45-43fd-8746-cde8dd328462.PDF]

838 [Novation of Note – VPL SHI GWS IV 12.02.2018.pdf]

839 [SL 12.10.2018.pdf]

840 [Page 3, 2102_001.pdf]

841 [Page 6, DOC010.pdf]

842 [3641_001.pdf]

843 [2626 partial.emlx]

844 [2628 partial.emlx]

89. *Mr Meli instructed Mr Vassallo where to sign the document. The document was created on the 8 February 2018 by Deborah Chappell. [845] [846] [847] [848] [849]*

90. *Drawing up the agreement between VPL, VGHM, Gateway, Ivan Vassallo and Stewards. Draft was dated 7 February 2018. [850]*

91. *On 2 July 2018, Hamid Yunis of MWE wrote to Armin Ernst:*

> *"On Completion of the SPA on 16 February 2018, the Technoline Convertible Note issued by Gateway in favour of Vitals Procurement Limited (VPL) was amended and assigned to Management Co.* ***(Technoline Convertible Note Assignment Agreement)****. The Technoline convertible note can be converted at any time by given a written notice.*
>
> *Gateway currently owns 100% of Technoline.*
>
> *On conversion, Management Co would not own all of the shares in Gateway - Ivan Vassallo would still hold shares in Gateway.*
>
> *However, pursuant to the terms of the Technoline Convertible Note, on conversion Ivan must sell the shares that he holds to Management Co for €1. In order to effect this transfer from Ivan, on Completion, we had Ivan sign (but not date) a share transfer agreement for the shares that he holds. On conversion we can therefore complete this transfer, leaving Steward with 100% of the share capital of Gateway".*

92. *Stewards reached a settlement with Technoline in early December 2020 regarding how the €5,040,000 would be repaid over 3 years by a mixture of set off, guaranteed future sales of min €500,000 per annum and a 30:70 set off of cash paid against loan and new business. The details of this settlement are set out in appendix 2.20 on Technoline.*

Ivan Vassallo's version of events

93. *Ivan Vassallo was liaising with Armin Ernst, Shaukat Ali and Asad Ali in December 2017 seemingly with the purpose of developing a narrative for the acquisition of Technoline's shares.*

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845 [D15A[1] Malta - Technoline Convertible Loan Note Assignment.docx]

846 [2233[1].partial.emlx]

847 [46609.partial.emlx]

848 [46605.emlx]

849 [VPL SHI GWS IV 12.02.18.pdf]

850 [redline – D15A. Malta – Technoline Convertible Loan Note Assigment pdf]

94. *On 26 December 2017, Mr Vassallo received official documents for VPL he had ordered from Jersey's company registry. Mr Vassallo then sent Asad Ali the documents he had received. [851] [852] [853] [854]*

95. *On the same day, Ivan Vassallo sent Armin Ernst the note certificate and an email from April 2017 regarding the acquisition. [855] [856] [857] [858]*

96. *On 28 December 2017, Ivan Vassallo recorded his version of circumstances surrounding the acquisition of [859]*

> *"Technoline was valued independently by Nexia BT at €6.6 million. This sum was reduced by the stay on fee to €5,850,000, making the Guillaumier shares worth €2,925,000 million.*
>
> *This share price was further negotiated to €1,800,000 by virtue of the second shareholder withholding a waiver to transfer shares unless they were to Mr Ivan Vassallo.*
>
> *The second shareholder manoeuvred to sell his shares as well, however they would not go to go below the €3,000,000 mark.*
>
> *Mr Ivan Vassallo, unable to increase the loan secured for the purchase of half the shares and Technoline accepted an offer by Mr Ram Tumuluri on behalf of VGH to finance the share purchase through subscribing to a note for the value of €5,040,000 which was the negotiated share price purchased plus stamp duties.*
>
> *The acquisition was closed on the 7th of April, with all monies being transferred from Bluestone Investments Malta Limited. The subscription note was subscribed to by Vitals Procurement Limited of Jersey."*

97. *Mr Vassallo sent the narrative to Asad Ali and Shaukat Ali on 28 December 2017 prior to him sending it to David Meli. Mr Vassallo asked them to "Please comment – fast". [860]*

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851 [48688.partial.emlx]

852 [283845.partial.emlx]

853 [283846.partial.emlx]

854 [283847.partial.emlx]

855 [2951.partial.emlx]

856 [Note certificate (20170419).DOCX]

857 [48687.partial.emlx]

858 [48685.partial.emlx]

859 [Technoline Ltd – Vitals Global Healthcare Association – Situation 28th December 2017.docx]

860 [2980.emlx]

98. *Mr Vassallo will have been aware (from Gateway's bank statements) that the funds used to buy Technoline's shares were received from VGHM. We expect his reference to Bluestone providing all the monies may have been his attempt to show that the funds had emanated from the investors associated with Bluestone rather than from VGHM / Maltese Healthcare Concession. His suggestion that all monies came from Bluestone was however in keeping with him seemingly being comfortable for DF Advocates to prepare the declaration for Bluestone's €90,000 share of the deposit in November 2016 but uncomfortable to divulge VGH as the other funder of the €150,000 and the remaining €4,900,000.*

Armin Ernst email to Keith Schembri and Shaukat Ali

99. *On 23 January 2018, as part of the discussions and negotiations around Steward's takeover of VGH, Armin Ernst wrote to Keith Schembri and Shaukat Ali. Amongst other comments made he addressed the purchase of Technoline:*

"Technoline and MTrace come back to VGH Malta as they were purchased with concession funds that should not have been used for that. (It has to be either that or a loan entry in the balance sheet with interest and accelerated payment plan and placing these companies under our supervision until debt is paid back)."

100. *Within Ivan Vassallo's data we found an undated screenshot of a Whatsapp message thread with Asad Ali on the same topic. It is not clear if the original messages were between Ivan Vassallo and Asad Ali or if Ivan Vassallo received the screenshot from someone else. The messages were as follows: [861]*

Ivan Vassallo / unknown person:

"If Vitals Procurement Ltd (Jersey) received the money to purchase the Gateway Solutions Limited / Technoline Subscription Note from Vitals Global Healthcare Malta, then there should be money owing to VGH from Vitals Procurement Ltd (Jersey). Then VGH/Steward could get the Subscription Note instead of the money."

Asad Ali:

"Yes that's what armin was suggesting as well"

"I spoke to him, he is going to speak to his lawyers to find a way out"

Ivan Vassallo / unknown person:

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861 [0a905badd4la9d2fb3ef9f25e0c9865b70b19753.pdf]

"Many thanks. It's good to know that we have people rooting for us....many thanks indeed"

Asad Ali

"We hv to soldier on and get this done. Steward is fully on-board. And we will make sure it remains this way".

101. *On 22 January 2019, Ivan Vassallo issued an email to all employees of Technoline entitled "Current Media Situation". In the email he referred to the "current spate of publicity in the media" that the company had been attracting and set out 7 points of clarification regarding his purchase of the shares of Technoline from the previous owners and regarding the company's Supply Chain Management Contract with VGH and Steward Healthcare International.*

At Point 3 he stated:

"the loan ... to acquire Technoline....was between Gateway ...and VGH secured by a pledge on shares and my personal equity."

At Point 7 he stated:

" none of our agreements with VGH or Steward Healthcare had the Government of Malta or any of its agencies or entites as a party". [862]

Discussion of balance owing from VPL to VGHM / Steward Malta Management Limited

102. *The debt owing to Stewart Malta Management Limited was considered in a note entitled "Items for PwC discussion – Oct 14 2019". The note referred to page 7 of the draft financial accounts for Steward Malta Management Limited for the year ended 31 December 2017: [863]*

"Statement of Financial Position and Footnote 9. Financial asset 5,040,000 Euro. Do we offset this against the Bluestone payable of 15.9m? This is a loan given to procurement company Technoline (in the form of Convertible Note. We are currently trying to collect). Technically, the note is between Vital Procurement (a company outside the Vitals, Malta companies) and Gateway, the parent company holding 100% of Technoline shares. Funds came from VGH Malta but we do not know if they were "borrowed" or were a "repayment" for services delivered by and due to Bluestone. As part of the February 2018 acquisition, Stewart International acquired this Convertible Note from Ram Tumuluri / Vitals Procurement. Not sure if we report this at all. Steward's intentions are to return the funds back into Steward Malta (or at least as much as can be recovered) and work is being done in that regard right now."

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862 (Page 17, cid667-3_19_gateway_0100002420210420151711.pdf).

863 (Items for PwC discussion – Oct 14 2019.pdf)

103. *The suggestion that the payment of €5,040,000 from VGHM to Gateway was in some way a repayment for services delivered by and due to Bluestone may indicate that Stewards had initially been informed that the amount would not be recoverable from either VPL or Gateway/Technoline.*

Hanuman Partners

104. *Ivan Vassallo used the services of a UK based political and business intelligence consultancy, Hanuman Partners, for reputational management services for Technoline and Gateway that lead to the production of a report dated September 2019. Mr Vassallo shared his edited version of the report with suppliers who had expressed concern about negative media coverage regarding Technoline and Mr Vassallo. [864] [865]*

105. *Mr Vassallo was introduced to Hanuman Partners by Keith Schembri's lawyer, Alex Scibberas on 22 April 2019. Mr Sciberras informed Hanuman Partners that Mr Vassallo had: [866]*

"run into some unfair, unfortunate media attention which has impacted his business endeavours and is in need of a thorough due diligence which he can share with relevant authorities, financial institutions and potential business partners."

106. *Mr Scibberas was also a point of contact between Hanuman Partners and Keith Schembri. Mr Schembri had used the services of Hanuman Partners in 2016 and 2017 in relation to media coverage of his offshore interests. [867] [868] [869]*

107. *Ivan Vassallo and Mario Gatt liaised with Amy Benson and Charles Webb of Hanuman Partners to produce the report to the extent that the report by in large merely presented Mr Vassallo's account of the acquisition of Technoline. [870] [871] [872] [873] [874] [875] [876] [877]*

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864 (Re Information letter Technoline Ltd.msg)

865 (Report_Technoline.docx)

866 (224138.emlx)

867 (624547.emlx)

868 (559196.partial.emlx)

869 (748012.partial.emlx)

870 (pedestal.docx)

871 (pedestal 28.06.2019 IV.docx)

872 (291677.partial.emlx)

873 (224138.emlx)

874 (Re Project Pedestal-0.msg)

875 (Project Pedestal.msg)

876 (Letter of Agreement21052019.pdf)

877 (Proposal_Project Pedestal.docx)

GV

108. *In relation to his association with Mr Schembri, Mr Vassallo and Hanuman Partners reported on Ivan Vassallo's plans to sell the Gamma Knife to VGH but omitted to mention Mr Schembri's early involvement in the sale or Gateway (appendix 2.00). The media allegation and Mr Vassallo's / Hanuman Partners' broad brush response to the allegation were as follows: [878] [879]*

Allegation

"Media sources alleged Vassallo held a senior position in the shadowy Freemasons group, performing the role of Grand Secretary of the Sovereign Grand Lodge of Malta. It is also being suggested that Vassallo has connections to 'dodgy' people including Brian Tonna and Keith Schembri and that his appearance in the Panama Papers is evidence of wrongdoing."

Response

"Some of Vassallo's acquaintances are or have been influential in one way. Or another on the small island of Malta, and therefore may have attracted some negative press at some time or other. Almost every single influential business personal Malta has appeared in the Panama or Paradise Papers.

109. *In relation to the loan note, Amy Benson asked why a convertible loan note had been used for the transaction. Ivan Vassallo's response was as follows: [880]*

"A convertible note method was chosen because the term or period that was offered by VGH for the loan was considered too short. Although VGH offered favourable terms in that they were willing to immediately make the money available without too much of a due diligence on our business and business plan, they could only commit to repayment period of a year, which was unrealistic. I had then decided to 'kick the can down the road' and basically used that year to get the money to repay. They (VGH) obviously wanted some comfort for their money and we agreed on a convertible note method so that they could call in the shares if we could not make the payment."

"At that time, I was negotiating the sale of a Gamma Knife and a Linear Accelerator with VGH to the tune of Euro 11 million. During one of my meetings with VGH, the idea of a partnership in lieu of my setting up their Supply Chain Department took form. I intimated that perhaps when I had completed the acquisition of Technoline, we could discuss

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878 [Report_Technoline.docx]

879 [Re information letter Technoline Ltd.msg]

880 [pedestal 28.06 2019 (V.docx]

this further. Mr Ram Tumuluri bade me include the idea in my business plan, assuring me that with such a partnership. Technoline could be assured of at least 30 million euros in revenue over the initial 3 years. This would have made getting a loan from a bank somewhat easier"

"Mr Tumuluri soon changed the idea somewhat and said that I would not need to go to the bank for my loan if I would accept a loan from VGH. The terms that they eventually offered were better than what I could hope for from a bank, the only difficulty was that they wanted repayment within a year. Tied to an exclusive supply management contract the opportunity seemed to be a very good one when compared to the projected protracted negotiations that were at that time on-going with the bank.

We therefore decided to accept VGH's offer and soon afterwards closed the deal"

110. *The Hanuman Partners report also commented on the source of funds used to purchase the shares in Technoline:*

"As for the media suggestion that the loan from Vitals Procurement derived from public money from VGH's government concession, there is no way from Vassallo to verify this, and in any case it is not his point of prove."

111. *In our opinion this statement, which will have been derived from Mr Vassallo's input to Hanuman Partners, undermines the veracity of Mr Vassallo's account of the funding for the acquisition. Mr Vassallo will have known from Gateway's bank statements that €1.8M and €3.1M was received directly from VGHM in February and April 2017 rather than VPL. Furthermore, Mr Vassallo proactively requesting through Deborah Chappell that DF Advocates prepare a declaration that did not mention VGH as the source of funds for the deposit payment of €150,000 received to DF Advocate's escrow account on 10 November 2016 demonstrated not only was he aware of where the funds had come from, but that he also took steps to prevent the source of funds becoming known.*

112. *Ivan Vassallo's response to another of Hanuman's queries made it clear he knew that funds were coming from within Malta:*

Hanuman Partners query:

"Was there any due diligence done by Ivan on Vitals? Obviously, as the lender, Vitals did due diligence on Gateway Solutions, but I wonder what level of background checking, if any, Ivan did on them? If he did. Could we see any paperwork relating to this?"

Ivan Vassallo's response:

"We did a cursory due diligence on VGH however the sentiment at that time was that, since they had been cleared by the Government of Malta for the concession of three hospitals and since their money was coming from their BOV account in Malta (signifying that they had been cleared by our own bank in Malta), we could then rely on these facts to assume that they were above board."

113. *So, while on one hand Mr Vassallo was supposedly unable to verify that the funds received by Gateway were derived from public funds from VGH's government concession, he was satisfied in relation to the propriety of VGH and the source of its funds, as VGH had been awarded the concession and funds were coming from within Malta. This appears to us to give the lie to Mr Vassallo's position.*

114. *In our opinion it is implausible that it would not have occurred to Mr Vassallo that the funds from VGH had emanated from the concession or that his due diligence would not have extended to querying why VPL's funding was coming from within Malta.*

External professional assistance

115. *Crestbridge provided administration services to 12 Jersey companies linked to Shaukat Ali and Ram Tumuluri including VPL. [881]*

116. *Crestbridge's fee for incorporating VPL and provided the registered office for the first year was €6,865.93. The fee for providing the registered office and company secretary for the second year was €3,609.00. [882] [883] [884]*

117. *Identical fees were levied on each of the other 11 Jersey companies. [885] The fees were paid from Bluestone Investments Malta Limited on date 16 February 2017. [886]*

118. *Camilleri Preziosi invoiced Gateway for its professional services rendered between 3 January 2017 and 20 March 2017 in connection with the provision of finance by VPL to Gateway including review of amendments to the convertible loan note and pledge agreement, drafting of employment agreements, corporate authorisations for*

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881 [20161026 Engagement Letter.pdf]

882 [INVOICE 414307.pdf]

883 [PCI003779.pdf]

884 [PCI01926.pdf]

885 [INVOICE 414272.pdf]

886 [Page 58, Statement – 40023647510 (01.01.14 - 31.12.19).pdf]

Gateway, the acceptance letter and the instructions to pay the issue price etc. [887] [888]

119. *On 14 January 2017, Carey Olsen of Jersey provided legal opinion on entering into a Waiver Letter. The letter was addressed to Bank of Valletta, Corporate Finance. [889] [890]*

MTRACE plc

120. *VPL held 237,500 shares out of 250,000 shares in MTrace P.L.C and Andrea Marsili the other 12,500 shares. [891] [892]*

121. *In August 2018, VPL transferred its 237,500 shares in MTrace plc to Steward Health Care International Limited. Ram Tumuluri signed the share transfer agreement on behalf of Bluestone and Armin Ernst on behalf of Steward Health Care International Limited. [893]*

122. *We have considered Mtrace PLC in appendix 2.10.*

VGH Aircraft Services Malta Limited

123. *On 3 August 2017, Deborah Chappell asked Jonathan Vella to incorporate a new company called VGH Aircraft Services Malta Limited. Ms Chappell informed Mr Vella that VPL would be the sole shareholder and Ram Tumuluri the sole director and secretary. [894]*

124. *We have not considered VGH Aircraft Services Malta Limited in any detail but our preliminary research indicates it to have been set up in connection with the lease of the air ambulance that formed part of VGH's agreement with GoM. We would be happy to consider the company further should it be required by this Inquiry.*

Novation agreement with Accutor Consulting AG (CHE -164.868.154)

125. *On 4 December 2018 there was a Novation Agreement (signed on 5 December 2018 by Armin Ernst obo Steward Healthcare International Ltd C 70624 as Transferor) and by Ivan Vassallo obo Gateway Services Ltd as Remaining Party 1 and Ivan Vassallo personally as Remaining Party 2 but not signed by Accutor Consulting AG CHE*

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887 [Invoice 15853.pdf]

888 [Gateway Solutions Invoices.pdf]

889 [Opinion – 14.08.17.PDF]

890 [Waiver of Pledge_120717.pdf]

891 [WETRANSFER-EA6B15.ZI–9 Mtrace M&A.pdf]

892 [WETRANSFER-EA6B15.ZIP --12 company structure.pdf]

893 [Steward Healthcare – Share Transferc.pdf]

894 [message.body - VGH Aircraft Services Malta Limited.msg]

-164.868.154 as Transferee). The Agreement assigned all rights and benefits contained in the Subscription note from Stewards to Accutor and both Remaining parties consented to the assignment.

126. *The Agreement was subject to the approval and on boarding of the Transferee (Accutor) by Bank of Valletta.*

127. *On 1 March 2019, Jaree Khalid of Accutor AG asked Mario Gatt for the official registry extracts for Gateway, VPL, VGHM, Technoline and Bava Holdings Limited. [895]*

128. *The novation agreement in favour of Accutor does not appear to have been executed as the loan between Technoline / Gateway and Steward remained in the financial accounts of Steward in 2019 and subsequent years. The Steward accounts working papers show the Technoline loan of €5M and its reduced settlement amount of circa €1.9M [896]*

Technoline Limited, Numru ta' Reġistrazzjoni C-4250 - Appendix 2.20:

1. *Technoline Limited (Technoline) is a medical supply company which on paper is owned by Ivan Vassallo's Gateway Solutions Limited (Gateway) and this in turn makes Mr Vassallo, on paper, the ultimate beneficial owner of Technoline.*

2. *As set out in appendix 2.00, in 2015 Mr Vassallo and his various associates planned to acquire Technoline using funds generated through the sale of high value medical equipment from Gateway to VGH. The planning of a new Technoline group of companies continued in Nexia BT in late 2015 and early 2016 under the oversight of Keith Schembri and Konrad Mizzi (appendices 2.10 and 2.15).*

3. *By October 2016 and with funds from GoM now flowing to VGH on foot of the Maltese Healthcare Concession, the plan to purchase Technoline entered a further iteration. Mr Vassallo noted:*

   "VGH will virtually acquire GWS and fund it to acquire Tech. All dividends and liabilities will belong to VGH"

4. *In our opinion the plan for VGH to **"virtually"** acquire Gateway was acknowledgement by Mr Vassallo that, in keeping with the ownership plans previously drawn up in 2015, Gateway's (and Technoline's) public ownership would not be correctly recorded at MBR and was further confirmation that Mr Vassallo's publicly recorded ownership of Gateway was a sham. In our opinion there can be no other interpretation to the*

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895 [215747.partial.emlx].

896 [45.pdf]

word 'virtually' other than Gateway's ownership was to be deliberately misrecorded at MBR thus concealing the real owners.

5. *To effect the acquisition of Technoline, VGHM (appendix 4.10) paid Gateway just over €5M in February and April 2017. This was funded almost entirely from monies provided by GoM for the operation of the Maltese Healthcare Concession (appendix 2.03).*

6. *A complex offshore debt structure was arranged in December 2016 that created the illusion that Jersey company, Vitals Procurement Limited (VPL) (2.05) rather than VGHM had provided funding for the deal. We have formed the opinion that the agreements asserting VPL's ownership of a convertible loan note served only to promote VPL as the funder in a loan arrangement that was intended to obscure the reality of the payment(s) being made directly from VGHM (and hence from the Maltese Healthcare Concession) to Gateway.*

7. *In advance of the two-stage acquisition process of Technoline in February and April 2017, employment contracts were drafted for Mr Vassallo and CFO, Mr Gatt. The contracts which were drafted in December 2016 and later dated April 2017, were to come into effect once the acquisition was completed. The contracts entitled each man to a salary of €100,000 per year plus a bonus of between €20,000 - €30,000 per year. Mr Vassallo's salary prior to the acquisition was just €50,000 per annum.*

8. *Whilst it is not unusual for a company director / owner to take a salary it is unusual that employment contracts would be drawn up in advance of the acquisition date. In normal circumstances Mr Vassallo remuneration options as a 'soon to be' new business owner would have been assessed after completion of the acquisition and with help from his personal accountant before deciding whether to extract funds by way of some combination of salary/dividend.*

9. *In this case the draft employment contracts were shared with Ram Tumuluri to his private email address on 7 December 2016. This and other evidence underlines Mr Tumuluri's and VGH's role in the virtual acquisition of Technoline. We consider that the salary packages for Mr Vassallo and Mr Gatt were in reality part of their compensation package for Mr Vassallo and for Mr Gatt for their continuing assistance and Mr Vassallo's ongoing acquiescence in the various and highly unusual ownership arrangements that had been planned for Gateway since July 2015 and which were continuing in this new iteration being VGH's virtual ownership of Gateway.*

10. *After acquisition VGH and Technoline entered into an exclusive supply arrangement on the basis of cost plus 8%. Technoline's annual turnover figures increased by 20% or around €2M in 2017 and by a further 12% or*

around €1.5M the following year. Technoline's sales figures to Karin Grech Hospital and Gozo General Hospital indicate total sales to VGH in 2017 and 2018 of around €5.5M with peak sales of €2.7M in each year ended 31 December 2017 and 2018.

11. *By mid-2018 Steward was taking steps to dissolve the exclusive supply arrangement. Despite this, other than a marginal decline in sales of 3% in 2019, Technoline's turnover continued to increase each year between 2018 and 2021 at a reasonably steady rate of between 10% and 13%. We note that Steward actually paid more to Technoline than had been paid to Technoline under VGH's tenure, suggesting that Steward still favoured Technoline with its business even after termination of the exclusive contract.*

12. *However, in our opinion, the malfeasance at the heart of Technoline was not the award of the exclusive supply agreement by VGH to the company that it had virtually acquired (as this was probably only a means to an end of allowing Technoline and Gateway the opportunity to repay VGH in as short a time as possible) or the value of the trade that transpired under the agreement. In our opinion the illegitimacy of Technoline was the source of the funds used for the acquisition in the first instance and Mr Vassallo acting as a front for the unidentified owners.*

13. *As part of the arrangements to terminate the exclusive supply agreement in September 2018, Steward sought to transfer the loan note it had held with Gateway since February 2018 to Accutor Consulting AG. It was also planned that the loan note would, once transferred to Accutor Consulting AG, immediately be converted to a commercial loan. However, it was not to have been a normal commercial loan. Mr Vassallo suggested that Accutor Consulting AG may wish to hold a private instrument that ensured its shareholding within Technoline.*

14. *Mr Vassallo's suggestion that Accutor Consulting AG hold a private ownership instrument in Technoline is significant in itself as it appears to confirm his acceptance that his official ownership of Technoline would continue to be subject to private ownership arrangements, as had been carefully planned since 2015. More importantly, his suggestion that some part of Technoline's ownership would be subject to a private arrangement with Accutor Consulting AG will be of special significance to the Inquiry given the various relationships between Accutor and those in control of the Maltese Healthcare Concession including the three Maltese politicians.*

15. *In late 2017, with plans to replace VGH as the concessionaire already well underway, (appendix 4.40) Shaukat Ali's nephew, Yaser Ali Badar (appendix 1.85), was appointed as Technoline's new director. We consider that installing Mr Badar as director allowed Shaukat Ali to retain a degree of control and oversight in Technoline in the post VGH era. In the process of selecting Mr Badar for the directorship, Mr Vassallo informed*

Mr Tumuluri that he had conferred with "the three other forces" on the matter. In our experience only in a very limited number of circumstances does the decision as to who to appoint director lie with anyone other than the owners of a company. Thus indicating that in late 2017 Mr Vassallo was still working under external control despite him being the registered sole owner of Gateway and Technoline.

16. *We have not been able to confirm the identify of "the three other forces". However, Mr Vassallo's description gives the impression that the three were separate and distinct persons. Based on limited communication between Mr Schembri and Ivan Vassallo set out in this appendix (and our findings in appendices 2.00, 2.10, 2.15 & 2.25) we submit that Shaukat Ali / Asad Ali and Keith Schembri are strong possibilities as to the identities of the three other forces.*

17. *A key concern for us in making our assessment of Technoline is whether, other than the declaration of dividends, there has been an illegitimate extraction of funds from the company since its acquisition that could be for the benefit of those that Mr Vassallo has been fronting the company for. Other than the funds of around €664K paid to Eurybates Ltd, which are considered in appendix 3.74, we did not identify further instances of this.*

18. *As at 31 December 2019 the amount still due from Gateway to Steward in connection to the funds advanced to Gateway by VGHM in 2017 was €5.192M. The continuing growth in turnover and profit since acquisition has allowed Technoline to declare dividends to Gateway of €2.3M in 2020 and €0.63M in 2021 that in turn allowed Gateway to substantially reduce the debt owing to Steward, which as at 31 December 2021 had been reduced to around €1.3M.*

19. *Thus, after around 4.5 years of profitable trading and with some short-term borrowing, Technoline was able to pay back the majority of what was owed to Steward. Technoline's financial statements for the year ended 31 December 2022 have not yet been lodged at MBR but assuming levels of trading and profitability have continued it is possible that the debt owing to Steward has now been entirely paid down.*

20. *In short, six years on from its acquisition of Technoline, Gateway either has or soon will have cleared its debt of €5.192M owing to Steward, this being the debt associated with the funds originally provided by VGHM in 2017. The total balance sheet value of "shareholders funds" (share capital plus reserves) will have increased by this amount. Mr Vassallo will own a very sizeable, profitable and largely unencumbered company having purchased Technoline almost entirely from funds provided for the Maltese Healthcare Concession and without ever having to invest as much as a single Euro of his own capital. It is submitted that these circumstances further support the premise that Mr Vassallo's registered ownership of*

Gateway from 2015 and Technoline from 2017 has been a front for associates that are connected to the Maltese Healthcare Concession.

21. *Effectively, the owners of Gateway acquired Technoline (without paying anything for it) and every euro of dividend declared by Technoline to Gateway has therefore benefited them. Whilst these dividends to date have been utilized to pay off the "loan" made from Concession funds, this inherently increased the value of their equity in Gateway. This value would obviously flow to the private shareholders in the event of all or part of the shares in the company being sold. It is also the case that once the loan is fully extinguished (which it probably has been by now) that the continuing dividend stream declared from Technoline to Gateway will be available to pay cash to Gateway's private shareholders.*

22. *There should therefore be no doubt that the acquisition of Technoline has benefited these private shareholders of Gateway to at least the value of the dividends paid by Technoline to Gateway. Indeed, because the value of the company will be determined by the value of its earnings, and as these earnings have increased since the acquisition, the capital appreciation in the value of the asset they acquired using concession funds represents a further real benefit accruing to them even though it has not yet crystallized.*

23. *Technoline's role as procurement agent for VGH and particularly Ivan Vassallo's personal role gave rise to other transactions that, although linked to Mr Vassallo, are not reflected in Technoline's finances. For example, Mr Vassallo's role in organising a kickback payment from Sirimed SRL (appendix 2.60) to Accutor AG (appendix 3.61) in connection with the construction of Barts Medical School.*

Formation, directors and organisational charts

24. *Technoline was formed on 15 November 1978. It was previously known as Medical Technology Services Limited. The company name was changed to Technoline on 5 December 1986. [897] [898] [899]*

25. *Technoline's directors and secretary were changed at significant times in the company's history including changes in ownership in February 2017 and April 2017 and again around the change in ownership of VGH in February 2018.*

26. *Ivan Vassallo was appointed a director on 14 February 2017 this being the date that Gateway purchased the shares in Technoline held by GAE.*

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897 [C_4250_U0385.pdf]

898 [Technoline Memo & Articles 1998.pdf]

899 [Review - 2020.pdf]

Anthony Guillaumier and Jonathan Guillaumier resigned as directors on the same day. [900] [901]

27. *Deborah Chappell was appointed director effective from 10 August 2017. Yaser Ali Badar was appointed director on 13 November 2017 with Deborah Chappell resigning on the same date. We have considered the circumstances of Mr Badar's appointment later in this appendix. [902] [903]*

28. *Deborah Chappell became company secretary on 11 April 2017 (this being the date that Gateway purchased the shares in Technoline held by TDC) and then resigned on 16 February 2018 upon the takeover of VGH by Steward (Ms Chappell also resigned from VGH on the same date). David Meli replaced her as company secretary on 7 March 2018. [904] [905] [906] [907] [908]*

29. *Thomas Cusens and Simon Cusens resigned as directors on 7 April 2017 and 25 July 2017 respectively following the sale of TDC's shares in Technoline to Gateway in April 2017. [909*

30. *Mario Gatt, who had replaced Ivan Vassallo as Technoline's General Manager (Mr Vassallo became Managing Director) was appointed director on 29 May 2020. [910]*

31. *Multiple versions of an organisation chart for the company were prepared from 2017 to 2020. [911] [912] [913] [914]*

Financial review

32. *Our summary of Technoline's financial statements is in appendix 2.21.*

33. *Prior to Gateway acquiring Technoline in February and April 2017 its turnover was approximately €7M per year in the five years from 2010*

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900 [Review – 2020.pdf]

901 [Review – 2020.pdf]

902 [2650_001.pdf]

903 [Review – 2020.pdf]

904 [Review – 2020.pdf]

905 [FW Resignation.msg]

906 [Resignation Letter_DCH_160218_Co Sec.pdf]

907 [Scanned from a Xerox Multifunction Device(1).pdf]

908 [C_4250_D91_0.pdf]

909 [Review – 2020.pdf]

910 [Technoline Limited - FS 2019- draft.pdf]

911 [Organisation Chart 06-11-2017 REV 2.xls]

912 [Organisation Chart 28-03-2018 REV 3.pdf]

913 [Organisation Chart 31-10-2019 REV 5.pdf]

914 [Organisation Chart 15_04_2020 REV 6.pdf]

to 2014. In the year ended 31 December 2015 turnover more than doubled to €15.2M as the company benefited from a large one-off project valued at €6.5M. [915]

34. *It the last full year before its acquisition by Gateway (year ended 31 December 2016) turnover was €10.36M. In the year of acquisition (year ended 31 December 2017) and now subject to the exclusive supply agreement with VGH, turnover increased by around 20% to €12.45M.*

35. *Our analysis of Technoline's sales figures to Karin Grech Hospital and Gozo General Hospital as taken from a report shared with Mario Gatt by Aris Bugeja on 6 March 2019 indicates total sales to VGH in 2017 and 2018 of around €5.5M. [916] [917]*

	Sales Excl. VAT	VAT	Sales Incl. VAT
Barts	13,771	2,416	16,187
Gozo General	1,437,339	206,708	1,644,047
Karin Grech	1,298,221	153,447	1,451,668
2017	**2,749,331**	**362,571**	**3,111,902**
Barts	7,125	1,283	8,407
Gozo General	1,935,757	280,635	2,216,391
Karin Grech	776,726	68,747	845,473
2018	**2,719,608**	**350,664**	**3,070,272**
Gozo General	300,322	46,747	347,069
Karin Grech	51,169	9,107	60,276
2019	**351,491**	**55,854**	**407,345**
Grand Total	**5,820,430**	**769,089**	**6,589,519**

36. *Thus, the benefit to Technoline of the exclusive supply agreement appears to have been worth just under €3M in sales per annum for 2017 and 2018. The exclusivity agreement was on the basis of cost plus 8% (we have not attempted to test this by matching invoices for items bought and sold) which was significantly less than the gross profit margin historically achieved by Technoline of around 30%. With the gross profit margin dropping to 23% in the year ended 31 March 2018 the exclusivity agreement with VGH appears to have diluted the overall profitability of the company. At 8% on cost, the profit generated from the sales to VGH will not have created any major profits for the company that it was not already capable of earning without the deal with VGH.*

Procurement report by BH + P for Steward on Technoline's exclusive contract

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915 (MFR Mario Gatt(2).pdf)

916 [Sales Purchase Report.msg]

917 [Supply Chain Sales - Purchase Repost.xlsx]

37. *On 1 July 2018, Bernd Hirtreiter und Partner [918] reported back to Steward on the Procurement processes and supply chain management with Technoline. That report analysed a sample of items procured by Technoline for both Karin Grech hospital and for Gozo General hospital and concluded that based on their sample there would have been an increase in costs of €375,000 in respect of Karin Grech (Page 5 of 8), and an increase of €825,000 in respect of Gozo General hospital in the period June 2017 to April 2018 by reason of Technoline acting as exclusive procurement agent. This approximates to an overcharge of circa €1.2M for that period.*

Termination of the Exclusive contract

38. *By mid-2018 plans to dissolve the exclusivity arrangement were already underway. However turnover in the year still increased by a further 12% to almost €14M for the year ended 31 December 2018 and after a marginal decline of 3% to €13.6M for the year ended 31 December 2019, turnover again increased by a further 13% and 10% in the years ended 31 December 2020 and 31 December 2021. The removal of the exclusive supply agreement therefore appears to have had little negative impact on the company's turnover as sales continued to increase.*

39. *We note that Steward actually paid more to Technoline than had been paid to Technoline under VGH's tenure, suggesting that Steward still favoured Technoline with its business even after termination of the exclusive contract. Our analysis of payments to Technoline from VGH and Steward is in appendix 2.22 and shows payments from VGH to Technoline of €2.1M and payments from Steward to Technoline of €5.3M (including a one-off payment of €0.5M) from Steward US.*

40. *Technoline paid dividends to Gateway of €2.3M in 2020 and €0.63M in 2021. Gateway used the dividends to reduce the amount owing by Gateway to Steward which at 31 December 2018 stood at €5.192M and at 31 December 2021 had been paid down to around €1.3M.*

October 2016

41. *The private ownership plans for Gateway and Technoline that had seemingly come unstuck in Nexia BT in February or March 2016 were resurrected under a different guise in October 2016. It is important to note that funds from the Maltese Healthcare Concession had started to be paid to VGH in late September 2016. On 24 October 2016 Mr Vassallo*

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918 [Report Malta 189701 Englisch.docx]

made notes of a meeting between Gateway and VGH. His key points are set out below: [919]

"Crunch time. GAE want closure now. Other actors prepared to close. Indications that GAE is discussing terms with another party. Closure date must be within 2016.

VGH will virtually acquire GWS and fund it to acquire Tech.

All dividends and liabilities will belong to VGH.

Tech must be allowed to continue in local business with seamless and transparent transition. Eventual full transition..."

42. *In our opinion Mr Vassallo's use of the phrase "virtually acquire" was an acknowledgement by Mr Vassallo and those at the meeting that Technoline's ownership would not to be correctly recorded at MBR going forward and confirmed that Mr Vassallo's publicly recorded ownership of Gateway was a fiction.*

43. *On 19 December 2016 Ram Tumuluri emailed Peter May of HSBC with comments about a meeting they had: [920]*

"as expressed at our meeting, we are in the process of acquiring Technoline company which is specialized in procurement. Technoline has some credit lines with HSBC and as part of the Purchase Sale agreement VGH will need to release the existing shareholders from HSBC as guarantors . I wanted to ask you are we going to be on boarded in the near future and HSBC will open our accounts so we can assume the guarantees for Technoline"

Acquisition of shares in Technoline on 14 February 2017 and 7 April 2017

44. *Gateway acquired GAE's shares in Technoline on 14 February 2017 and TDC's shares in Technoline on 7 April 2017. VGHM's funding of the two-stage acquisition is set out in appendix 2.03.*

Employment contracts for Mr Vassallo and Mr Gatt

45. *Mr Vassallo's employment contract defined his role at Technoline as General Manager and set a salary at €100,000 per annum plus bonus of €20,000 - €30,000. Although the contract is dated 7 April 2017 as noted below it was still unsigned on 3 May 2017. Mario Gatt's employment contract mirrored that of Mr Vassallo's. Mr Gatt was to be employed at CFO with the same salary package of €100,000 per annum plus bonus of €20,000 - €30,000. [921]*

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919 [doc00018420210421095441.pdf]

920 [message.body - Follow up on boarding.msg]

921 [2140_001.pdf]

46. *Both employment contracts were still in draft on 2 May 2017 when Stephanie Soler of Camilleri Preziosi sent them to Mr Vassallo. On 3 May 2017 Mr Vassallo was in agreement with both contracts and gave the instruction that they should be signed. [922] [923] [924]*

47. *By May 2017 both employment contracts had been in the offing for almost six months. On 7 December 2016 Ivan Vassallo emailed Ram Tumuluri (with Deborah Chappell in copy) attaching an unsigned and undated copy of a Technoline Shareholders Resolution and two draft employment agreements for Mr Vassallo and Mr Gatt. Mr Vassallo had met Mr Tumuluri that morning. The shareholders resolution pre-empted the resignations of the current directors (Messrs Cusens and Guillaumier) and set out Technoline's stated intention to enter into employment agreements with Ivan Vassallo as General Manager and Mario Gatt as Chief Financial Officer. [925] [926] [927] [928]*

48. *Sharing the shareholders resolution and draft employment agreements with Mr Tumuluri in December 2016 clearly underlined his and VGH's role in the virtual acquisition of Technoline. We also noted that Mr Vassallo was attaching the shareholders resolution and draft employment agreements and copying Ms Chappell at Mr Tumuluri's instruction.*

49. *Other versions of the draft employment contracts were prepared by Deborah Chappell on 27 December 2016 and 23 January 2017. [929] [930]*

50. *We also found that on 13 July 2017 DF Advocates invoiced VGHM for services including: [931]*

    'Review of amendments to GAE Share Purchase Agreement'

    'Drafting of Pledge Agreement and review of Terms of Issue'

    'Review of employment agreements of new employees with Technoline and amendments thereto'

51. *We have been unable to determine whether the reference to the employment agreements of the new employees with Technoline was a reference to Ms Chappell's work on Mr Vassallo's and Mr Gatt's contract*

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922 [5690.partial.emlx]

923 [Ivan Vassallo Contract of Employment with Technoline(20170502).DOC]

924 [Mario Gatt Contract of Employment with Technoline (20161206)(cln).DOC]

925 [7556.partial.emlx]

926 [Technoline Shareholders Resolution 20160612-1.docx]

927 [Ivan Vassallo Contract of Employment with Technoline (20161206)(cln)-1.doc]

928 [Mario Gatt Contract of Employment with Technoline (20161206)(cln)-1.doc]

929 [Ivan Vassallo Contract of Employment with Technoline_271216.doc]

930 [Ivan Vassallo Contract of Employment with Technoline_230117.doc]

931 [Vitals Global Healthcare Management Limited.pdf]

of employment. However, DF Advocates billing VGHM for services connected to the acquisition of Technoline is further evidence of VGH's virtual acquisition of Technoline.

Contract for exclusive procurement services

52. *Mr Vassallo made notes of a meeting on 24 April 2017 with Mr Tumuluri and Andrew (Meli) of VGH: [932]*

    "Roles & Responsibilities. Everything through Technoline.

    Except cleaning, catering, outsourcing.

    Anything that is not procurement (?)

    CEO & CFO have to agree what they need. Request. Purchase decision

53. *A preliminary agreement dated 26 April 2017 was prepared just a few days after. [933]*

54. *Mr Vassallo made further notes in his diary at a meeting with Deborah Chappell circa 3 May 2017: [934] [935]*

    "Terms of engagement / service contract Tech / VGH. Tech will do purchasing for VGH. ...Exclusive ...Whenever VGH is 8% cost plus 8% Muscat / Mizzi Rabat"

55. *On 15 May 2017 Deborah Chappell emailed Ivan Vassallo, Mario Gatt and Alain Muscat of Muscat Mizzi Advocates (with address in Rabat) regarding the VGH / Technoline Services Agreement: [936]*

    "Dear All

    I am circulating an email to set this in motion.

    With reference to our discussion last week in relation to the agreement to be entered into between Technoline and VGH kindly note below the terms which have been relayed to me by Ivan. Kindly note I still have to confirm the commercial side internally however for the purpose of commencing drafting and discussions it would be helpful to base the agreement on the below:

    Technoline will do all the purchasing of medical equipment, consumables and pharma for VGH. Services contracts to be excluded.

    Technoline will be the exclusive procurement company for the aforementioned purchases.

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932 [doc00018420210421095441.pdf]

933 [2797_001.pdf]

934 [doc00018420210421095441.pdf]

935 [doc00018420210421095441.pdf]

936 [Re: VGH & Technoline Services Agreement.msg]

This agreement will be applicable to all other jurisdictions where VGH will be operating such Montenegro, Kosovo etc. VGH will pay Technoline on a cost plus % basis...."

56. *The last section quoted above makes clear that the deal with VGH was to apply across the whole European group envisaged by the formation of the VGH Jersey companies (see appendix 6.15) which Shaukat Ali and Ram Tumuluri were behind.*

57. *On 16 May 2017 Alain Muscat confirmed that his firm would start working on a draft and provided an engagement letter for review. [937]*

58. *On 6 June 2017 Ivan Vassallo sent Alain Muscat (Mario Gatt and Deborah Chappell in copy) a distributor agreement to assist in drafting an agreement between VGH and Technoline. [938] [939]*

Removal of exclusive agreement

59. *By June 2018 Steward were working on removing the exclusive supply agreement. Ivan Vassallo met with Armin Ernst on 11 June 2018 and reported the meeting at Technoline's board meeting on 13 June 2018. [940] [941]*

60. *Per Mr Vassallo, Dr Ernst had advised that:*

"...Steward Healthcare had found a 'buyer' for one of their investments in Malta. He then informed that at a quarterly review meeting at the Steward Healthcare HQ in Boston, it was decided that the procurement practices adopted in Malta were not in alignment with their standard processes."

"He said that we shall need to change the processes in Malta and that the contract existing between Technoline Ltd and themselves had to go. He did say that they did not wish Technoline to suffer and the close relationship would still be maintained"

""This implied that Technoline would not be doing the purchasing. I then drew his attention that the fact we do much more than purchasing"

"The impression that I got was that the SLA we have with Steward is either going to change drastically or be terminated altogether"

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937 [MM 230517 Technoline LOE.pdf]

938 [73322.partial.emlx]

939 [Distributor Agreement 2017_draft.docx]

940 [Board Meeting 13.06.2018.docx]

941 [65542.partial.emlx]

61. *On 19 June 2018 Dr Ernst wrote to Mr Vassallo (David Meli in copy): [942]*

"Hi Ivan,

Following up on our conversation as promised. We have drawn up a simple dissolution agreement for the exclusivity contract between VGH and Technoline with a 30 day transition provision that should allow us to manage the issues we discussed.

As stated before, we will continue to working closely together for all the right reasons. We will also emphasise publicly, when asked, that Technoline is a great company that we will proudly widely work together in the future - but that Stuart has different procurement processes that include many global supply contracts, that make an exclusive gravity agreement not the right framework.

I have asked David to get the contract to you as he is also on the board of Technoline."

62. *Mr Vassallo asked to meet David Meli and forwarded Dr Ernst's email to Yasar Badar and Mario Gatt. [943] [944] [945]*

63. *On 21 June 2018 David Meli sent Dr Ernst a signed indemnity agreement from Ivan Vassallo. [946] [947] [948] [949]*

Novation agreement with Accutor Consulting AG

64. *In September 2018 Ivan Vassallo, Mario Gatt, David Meli and Armin Ernst liaised in regard to the termination of the exclusivity agreement, the novation of the subscription note and the substitution of Steward with Accutor Consulting AG.*

65. *On 19 September 2018 Ivan Vassallo and Mario Gatt emailed David Meli a copy of the February 2018 agreement between Gateway, Vitals Procurement Limited (VPL), VGHM, Ivan Vassallo and Steward Healthcare International Limited and a copy of the February 2017 Amendment and Restatement Agreement between VPL and Gateway. [950] [951] [952]*

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942 (Fwd Exclusivity agreement.msg)

943 [384157.partial.emlx]

944 [384169.emlx]

945 (84143.emlx]

946 [message.body - Re Re Re:Technoline (5).msg]

947 (Agreement_VGH & Technoline_Executed (1).pdf]

948 [Malta – Termination of Technoline Agreement – 18 June 2018.docx]

949 (4350_001.pdf].

950 [Re_ Re_ [EXTERNAL] Subscription Note - Technoline Ltd[2].eml]

951 [VPL SHI GWS IV 12.02.2018.pdf]

952 [1708_001.pdf]

66. *As detailed in appendix 2.00 the original convertible loan note was with VPL which was a subsidiary of the VGH Jersey structure (see appendix 6.15) owned by Shaukat and his colleague / puppet Ram Tumuluri. A fellow subsidiary of this Jersey structure was VGH Europe AG (appendix 3.62) which received significant funds diverted from the Concession and in 2018 changed its name to Accutor Consulting AG. The novation therefore effectively replaced one company (VPL) controlled by Shaukat with another controlled by him – VGH Europe / Accutor Consulting AG. The potential right to convert the "loan" to shares therefore remained with Shaukat.*

67. *Mr Gatt's initial email on the matter made reference to a change in ownership (of Technoline) that we suspect he considered was required by Steward as part of the rearranging of the debt owed by Gateway to Steward. On 19 September 2018 Mr Gatt wrote:*

"Hi David,

copy of note attached

David, the major concerns & considerations in a change of ownership would be twofold, banks and suppliers.

In respect of the latter, BOV is aware of it and, any changes will mean they will need to see who is UBO and start a due diligence - the last time this happened we were bogged down for 6 months. Facilities were practically blocked and we risk losing awarded contracts. With a couple of million of upcoming projects, awarded or shortlisted – a repeat of this would be disastrous

Equally important that Ivan is a guarantor towards some E5M in bank facilities for which he holds an indemnity. Needless to say, an official change in ownership will mean he needs to be replaced as guarantor

In respect of suppliers the major issue would immediately arise the first time a major supplier due diligence is affected as they need to approve UBO changes

One option for all is to change the instrument in hand to commercial loan - releasing the note - I am sure we can come up with alternative forms of security. If this can be done, the ownership 'change' can be unofficial and all the above is avoided, but you have to see what is the nature/intention of new owners.

Needless to say, the terms of the loan are pertinent – i.e. the business plan considered revenues from the new hospitals – unfortunately this has not gone as planned and we are now haemorrhaging -so this has to be taken into consideration- as will the claims we have/will put when the official contract situation is communicated.."

68. *Dr Meli replied on 24 September 2018:*

"Dear Mario

Iv spoken to Steward and they would like the following –

1) Termination of exclusivity agreement – I understand that this has a cost connected to it. Please send me the details so that we can start a discussion about this.

2) Novation of the note and a substitution of Steward with a Swiss counterpart – it is my understanding that this does not need to be disclosed to third parties as the intention is to leave everything as is. Any due diligence would be needed if and when the share option is exercised. Am I right in saying so?

69. *Mario Gatt replied to Dr Meli on 28 September 2018 (Mr Vassallo, Dr Ernst and Asad Ali in copy):*

"David.

Thank you for your mail.

The goals as we see them are as follows:

1) the termination of the exclusive Supply Chain Management Agreement between Steward and Technoline.

2) The redemption of the Subscription Note without any need for any due diligence processes that will affect Technoline Ltd's credit facilities, supplier contracts and customer contracts.

We are therefore proposing the following process:

1) Technoline issue statements and invoices to settle all pending balances with Steward. These will include the present balance in favour of Technoline and the conversion of any 'pay per use' and or 'on loan' agreements.

2) Steward settles these invoices (or off sets them against part of the subscription note, i.e. a non cash transaction). The funds and or balance will be used through Gateway Solutions to settle part of the subscription Note. In essence, money or balance coming from Steward will be going back to Steward.

3) Swiss Co issues a lone for the remaining balance of the subscription note to Gateway Solutions Ltd against any and all security that may be required by the Swiss Co.

4) This loan is used to settle their remaining balance on the Subscription Note.

5) *BOV will therefore only need to be informed that the subscription note has been settled by a commercial loan, and we will give them a copy of the terms of the loan from the Swiss Co.*

6) *We shall have a separate private agreement with the Swiss Co to cement all other considerations with respect to the shareholding of Technology Limited and its continuing operations.*

7) *We sign an agreement with Stewart either amending or dissolving the Supply Chain Management Agreement.*

We think that this is the cleanest manner in which this situation may be resolved. The only other actors involved will be those already involved and there will be no need to expand anyone else's knowledge of the situation."

70. *Dr Ernst replied to Mario Gatt and David Meli on 1 October 2018 (with Ivan Vassallo and Asad Ali in copy). It seems to us significant that the Ali family (who had no official role in either Gateway, Technoline or Steward) are being involved:*

"Gentlemen-

Barring any legal concerns (David and Asad), I think this is the best possible way forward

Armin"

71. *On 19 October 2018 Dr Meli emailed Asad Ali, Ivan Vassallo (with Dr Ernst in Copy) a draft novation agreement for the loan note.*

72. *On 22 October 2018 Mr Vassallo replied to Dr Meli and Asad Ali (with Dr Ernst in copy) attaching his comments to Dr Meli's draft novation agreement and an amended draft 'with a possible way forward that will be safe all round". [953] [954] [955]*

73. *Mr Vassallo also forwarded his email to the private email addresses of Shaukat Ali, Yaser Badar and Mario Gatt on the same day. [956] [957] Again the confidential involvement of the Ali family is evident.*

74. *The draft novation agreement set out the proposal to transfer the convertible loan note that was originally issued by Gateway to VPL and later novated to Steward in February 2018, to Accutor Consulting AG (i.e. 'Swiss Co').*

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953 [FW Novation Agreement.msg]

954 [Novation Agreement – Gateway – Comments IV.docx]

955 [SUBSCRIPTION NOTE REDEMPTION AGREEMENT Tracked Changes.docx]

956 [FW Novation Agreement.msg]

957 [184514.emlx].

75. *Both the subscription note redemption agreement and the novation agreement (and all comments added by Mr Vassallo) will need to be considered by lawyers but our reading of the documents are that the transferee and new loan note holder, Accutor Consulting AG (formerly known as VGH Europe AG), would once transferred convert the loan note to a commercial loan (thus removing any ownership rights over Technoline). However, Mr Vassallo's comments prepared on 20 October 2018 in relation to the commercial loan appeared to contradict this and suggested that upon conversion to a commercial loan Accutor Consulting AG may wish to ensure its shareholding within Technoline. Mr Vassallo's full comment on the conversion of the loan note to a commercial loan was:*

"This may work if the Remaining Parties and the Transferee agree that the Novation, once it occurs, is immediately and simultaneously transformed in the commercial loan agreement, thus fully redeeming the Subscription Note and transforming it into a commercial loan agreement acceptable to the Bank of Valletta unless the transferee intends to finance Technoline's operations through another Bank.

Such a commercial loan may have terms that are quasi identical to the Subscription Note.

Some ideas of the terms would be an instrument that assures the transferee of an annual management fee for example ensuring an adequate ROI apart from control of dividends (subservient to BoV's security requirements in connexion with the credit facilities that they currently afford Technoline Limited.

Additionally, the transferee may wish to hold a private instrument that ensures its shareholding within the company."

76. *Thus, Mr Vassallo was almost casually suggesting yet another private agreement that would once again render his publicly recorded ownership of Technoline/Gateway a fiction. His suggestion that Accutor Consulting AG (which in our opinion was controlled by Shaukat Ali and his backers) would become a private shareholder takes on special significance given the links between that company, the Maltese Healthcare Concession and relevant persons including Joseph Muscat (appendix 3.62) and the Accutor group of companies including Accutor AG (appendix 3.61).*

77. *Mr Vassallo also commented "Again, BoV must be a party to any Novation. They must be comfortable with any potential UBO's". We did not locate a private instrument between Accutor Consulting AG and Gateway / Ivan Vassallo as suggested by Mr Vassallo.*

78. *The Accutor Consulting AG novation seemingly did not take place. We expect either BOV would not approve it or else it would have required KYC procedures on Accutor which likely would have been unattractive.*

GJ

The Technoline loan was amortised over 3 years and Steward undertook to grant Technoline a minimum level of €500,000 trade per annum to help pay down the loan.

Yaser Ali Badar

79. *Yaser Ali Badar (appendix 1.85) was employed by Technoline from May 2017. Mr Badar is a nephew of Shaukat Ali. Shaukat Ali is recorded as Mr Badar's next of kin on the Technoline employee list and Mr Badar also resided at Shaukat Ali's property at T9 Flat, Tigne Point, Silema. [958] [959] [960] [961] His employment with Technoline in our opinion is further evidence of the link with Shaukat Ali and his backers.*

80. *VGH's HR Director, John Bezzina, organised Mr Badar's work permit in May 2017. Mr Badar was previously employed by Mount Everest General Trading LLC (appendix 3.30) since 1 June 2016. His employment contract with Technoline dated 30 May 2017 states that he was employed as a Commercial Contracts Manager on a gross annual salary of €65,000 per year. [962] [963] [964] [965]*

81. *Mr Badar was appointed as a director of Technoline on 13 November 2017 and by way of an addendum to his contract of employment dated 22 November 2017 his role was changed to Commercial Director and his salary increased to €100,000 per annum. [966] [967]*

82. *On 24 November 2017 Mr Vassallo informed Mario Gatt that Mr Badar had been accepted to the Board of Director and asked that this be announced to the team. Mr Gatt replied: "Should we wait for other resignation?". Mr Vassallo replied: "I don't think so. We will just not announce the resignation when it happens which should be soon now". [968]*

83. *The significance of Mr Badar's appointment as Technoline's director is that from November 2017 and in advance of VGH's takeover by Steward, it gave Shaukat Ali a personal representative on the board of Technoline. Per Ivan Vassallo, the reason for the appointment to the Board of Directors was that it was one of the terms of the loan agreement between*

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958 [Intro Yaser.msg]

959 [Next of Kin Contacts.xlsx]

960 [Lease Agreement Sothebys Shane Morton.pdf]

961 [0912160639585BFinalQualificationStatement.pdf]

962 [5088.emlx]

963 [Yaser Letter.docx]

964 [287860.partial.emlx)]

965 [Employment - contract Badar.docx]

966 [Re Yaser contract director.msg]

967 [Review - 2020.pdf]

968 [37590(2).emlx]

Gateway and VGH that VGH would elect a member of the board of Technoline so as to represent their interests until the loan was repaid. However, if this was the case for appointing Mr Badar, it is not clear to us why the parties waited until November 2017 to effect this when the first part of the loan from VGHM was paid in February 2017. We are therefore of the opinion that the appointment was made in November 2017 so as to give Shaukat Ali a degree of control and influence in Technoline in the aftermath of Steward's pending takeover of VGH. [969]

84. *In the testimony of Kamal Sarma (see appendix 1.55) he stated:*

"Technoline... Yaser Badar... The nominee director. The owners are the Alis and the people behind the Alis... Effectively any medical products, any medicines that were procured by Steward Healthcare's three hospitals had to be basically bought through Technoline which would mark up anything and effectively take an additional profit. " Mira asked about an individual (later identified as Ivan Vassallo) "But you think he was only a front man, as I understood Shaukat Ali bought Technoline?" Sharma answered, "Yes, he was a front man, exactly. Shaukat Ali, and that's why his nephew was in there, Yaser Badar."

85. *Sharma also noted that he was briefly introduced by Shaukat to his friend Ivan Vassallo.*

Undated message in relation to Yaser Badar

86. *In an undated screenshot message to Ram Tumuluri Mr Vassallo commented: [970] [971]*

"Hi Ram.... I have conferred with ***the other three forces*** *involved in the question of a Technoline's Directorship. I am convinced that Yaser is the only possible recommendation / choice. Let's confirm him. Will you inform Debbie or shall I?*

87. *The email does not make clear who "the other three forces are". It can't have been Ram Tumuluri as Vassallo's message is to him so who does that leave? Shaukat and who else?*

88. *Although undated it is more than likely the message was sent shortly before Yaser Bader's appointment as director on 13 November 2017. Mr Tumuluri replied that he would inform Ms Chappell. In our opinion Mr Vassallo's comment was yet another example of the external control he was working under despite his registered sole ownership of Gateway and Technoline.*

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969 [pedesta/ 28.06.2019 IV.docx]

970 [5b884bda1f81dd68b712cc6064defe7de131e946.pdf]

971 [a8a7033bdc9b097dc3b54eda104c525446dcc618.pdf]

89. *In our experience only in a very limited number of circumstances does the decision as to who to appoint director lie with anyone other than the owners of a company. Therefore, Mr Vassallo's reference to 'the other three forces' indicates that three, most likely separate, persons/entities other than Mr Tumuluri continued to have control of Technoline in 2017. We have been unable to confirm the identities of 'the other three forces' from the data. However, we have set out below some observations that may assist with identification.*

90. *In September 2017 Ivan Vassallo emailed Mr Sladden and various Technoline and VGH staff including Yaser Bader regarding a meeting regarding the re-structuring of pathology Labs at GGH. On 29 September 2017 Mr Vassallo shared Mr Badar's mobile telephone number (+356 99382307) with Pierre Sladden. On 4 October 2017 Mr Vassallo informed Mr Sladden that he was meeting with Shaukat Ali the following day. [972] [973]*

91. *Mr Vassallo's undated message to Ram Tumuluri regarding the three other forces is similar to another screenshot (and undated) messages found in Mr Vassallo's devices which connect Mr Vassallo to someone with initials 'KS'. Whatsapp messages between Ivan Vassallo and Keith Schembri from 18 March 2017 to 6 June 2017 show that Mr Schembri was referred to as 'KS' in Mr Vassallo's phone. [974]*

Ivan Vassallo message to 'KS': [975]

"seems the Ss have found a buyer"

Ivan Vassallo messages to 'KS' on a different day: [976]

Ivan Vassallo: "May I give you a quick call please"

"KS": "I am at a political activity"

Ivan Vassallo: "My apologies. I really need your input on something critical. Might I then call you later"

Ivan Vassallo messages to KS: [977]

Ivan Vassallo: "Telaq?"

"KS": "Ghadu le"

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972 [Meet re re-structure of pathology Labs at GGH-0 msg]

973 [chat-314.txt]

974 [chat-520.txt]

975 [701dfe78535db75c154420297146f779010f51fc.pdf]

976 [701dfe78535db75c154420297146f779010f51fc.pdf]

977 [bf08a13392507260418f94cbc90a35878ce5e81d.pdf]

Ivan Vassallo: "F..k" "Liz Barbaro Sant from Alberta just called me saying that they are worried about rumours that VGH are abandoning the project and saying that they owe them 300k" "Has he given up yet"

"KS": "Moving Moving"

Ivan Vassallo: "Tajjeb. Nitlob ghalik"

Ivan Vassallo messages to KS: [978]

"Just had a call from James Muscat Azzopardi who has had some time to view the 'rikors'. I was shocked to hear that he thinks that this is very serious and an attempt to cause the resignation of three senior ministers "u jwaqqhu il gvern". I desperately need some advice"

Ivan Vassallo message to 'Paul Gap' referencing a tripartite agreement, Ergon, Paul and Technoline followed by a comment "Sorry. That was meant for Keith" [979] [980]

92. *In further undated (but likely from late 2017 or early 2018) messages between Ram Tumuluri and Ivan Vassallo, Mr Tumuluri made reference to Mr Vassallo having 'a direct line to Keith': [981]*

"Hi Ram, any news? Situation can't be worse. Apologies for directing this to you but no-one is telling us anything. I am keeping Elaine and Mark updated but they have no news of any money becoming available"

"Hi Ivan, you have a direct line to Keith so you know the situation. Steward committed to fund operations and they have not. I am back in Malta this weekend and will meet parties to see how this can be resolved"

93. *On 12 December 2017 Hesham Zayed, managing director of a medical equipment company HZ Medical Equipment and Health Services Company Limited (C 68826), emailed Neville Gafa (Mr Gafa was an introducer of projects to Mr Schembri and Shaukat Ali and others) with a list of medical equipment required by a contact. Mr Zayed asked: 'please check with your friend if they have any offer". Mr Gafa forwarded the email to Yaser Badar's Hotmail account , who by this date was Technoline's director, with the comment "Dear Yaser can you advice please?". Mr Schembri was kept in blind copy by Mr Gafa. The attached equipment list is not in the data. [982]*

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978 (50e4aa4aae7a30efeadefe5b029d99524ce34b5f.pdf)

979 (407bd155576ecdf6123c1517114f8176ac30dbd7.pdf)

980 (9559e680-40a4-4633-96e6-681f8616fc7c.pdf)

981 (1b653217a775f6b0479094de874429d4830778da.pdf)

982 (807924.partial.emix)

94. *Prior to this, on 20 November 2017, Asad Ali, Yasar Badar and Ivan Vassallo emailed in regard to providing prices for medical equipment for the same company. Asad Ali commented: [983]*

"Hi Yasar,

Can we get back to them with the prices.

This is from the Government of Malta.

Thanks,

A"

95. *Based on all of the above (and our findings in appendices 2.00, 2.10, 2.05 and 2.15) it is submitted that Shaukat Ali / Asad Ali and Keith Schembri are possibilities for the identities of "the other three forces".*

Eurybates Limited

96. *Eurybates Limited (appendix 3.74) was a supplier of supposedly high value consultancy services to Technoline. Technoline paid Eurybates €664,001 between 20 December 2017 and 23 July 2019 for services in connection with "the modernization, upgrading and servicing of the Radiotherapy Treatment Planning Systems at SAMOC Mater Dei Hospital".*

97. *On 7 July 2016 Ivan Vassallo sent Keith Schembri a message via Whatsapp. We did not identify a reply from Mr Schembri: [984]*

"Good morning Mr Schembri, I am informed that there will be a meeting between FMS DoC and Ergon re some sizable claims with respect to SAMOC. I have some related info that I would like to relate. I have tried to reach Mr Fearne and left a message with one of his assistants. Ivan Vassallo".

98. *We note that the subject matter raised with Mr Schembri here linked directly to the business of Eurybates. The first invoice raised by Eurybates on Technoline was dated May 2016 for €78,650 + VAT. Somewhat unusually, the invoice description includes reference to "Radiotherapy Project Management for Ergon Technoline J.V. at Sir Anthony Mamo Oncology Centre (SAMOC) 2012 – 2015" meaning that the May 2016 invoice was raised for work that had supposedly been ongoing from 2012. In keeping with all of Eurybates invoices, there is no indication on the invoice of who completed the major piece of technical consultancy on behalf of Eurybates.*

99. *We conclude in appendix 3.74 that there are numerous indicators that Mr Vassallo was fronting the Eurybates business on behalf of others and that*

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983 (Fwd: Proforma Invoices.msg)

984 (chat-608.txt)

the payments Eurybates received from Technoline and three other businesses were most likely kickbacks from suppliers to the Maltese Healthcare Concession.

Deborah Chappell queried Pierre Sladden's connection to Technoline

100. *On 8 May 2017 Ms Chappell asked Mr Vassallo: [985]*

"Quick question who is Pierre Sladden? Is he connected to Technoline?"

101. *Ms Chappell also sent Mr Vassallo a graphic depicting a link between Mr Sladden and Technoline and referred to a website called 'maltascandals.com'. [986]*

102. *Mr Vassallo replied:*

"He has absolutely nothing to do with Technoline. Or Gateway. He is an acquaintance of mine."

"Hmm. He had a BVI. Can't see any relationship to either Tech or VGH.

103. *The reference to the "BVI" suggests that Vassallo was aware of Sladdens BVI company Blue Sea Portfolio (see appendix 2.25). Ms Chappell replied:*

"Sure just wanted to give you a heads up 😊"

104. *Whilst Mr Sladden had no public association with Gateway or Technoline, Mr Vassallo was conveniently omitting that in January 2016 he had instructed Promise of Sale documents to be drawn up for Mr Sladden and Adrian Hillman that would have transferred 90% of the shares in Gateway to the two gentlemen. [987] [988]*

105. *Furthermore, Mr Vassallo's association with Mr Sladden included their joint ownership of MMXVI (appendix 2.10). MMVXI was incorporated by Nexia BT in February 2016 to become a holding company for Gateway and Technoline. Had the use of MMXVI and Astromedic as holding companies proceeded, Mr Sladden's 40% share of MMXVI would have given him a 20% shareholding in Gateway and Technoline. Thus, Mr Vassallo's response to his lawyer, Ms Chappell, that Mr Sladden had absolutely nothing to do with Technoline or Gateway at best represented Mr Vassallo being very economical with the truth.*

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985 [chat-615.txt]

986 [IMG_7608.JPG]

987 [PS POS Transfer of shares.doc]

988 [AH POS Transfer of shares doc]

106. *Although the plan to use MMXVI and Astromedic as holding companies for Gateway did not proceed, Mr Sladden's involvement in the acquisition of Technoline seemingly did not fall by the wayside as on 19 October 2016 Ivan Vassallo shared two emails with Mr Sladden from Deborah Chappell dated 18 October 2016 to Andrei Vella of Camilleri Prezioso (Jean Farrugia and Kevin Deguara in copy) regarding Gateway's Note Subscription. Thus, not only had Mr Sladden been involved in Gateway, he had, via Mr Vassallo, received Deborah Chappell's confidential emails on the complex arrangement surrounding Gateway's funding. [989]*

107. *At the time of Mr Vassallo's reply to Ms Chappell in May 2017 it was still a number of months more before MMXVI would be placed in voluntary liquidation. MMXVI's overheads, which were mostly comprised of Nexia BT fees, had been paid for using funds from the Maltese Healthcare Concession which had flowed from VGHM and Bluestone, through DF Advocates and onto Gateway before being paid to Nexia BT. Thus, Mr Vassallo would have been aware that not only had there been a plan since July 2015 for Mr Sladden to have a become a private shareholder in Technoline but also that the corporate structure in which Mr Sladden's interests were to sit had been secretly funded by VGH(M) / the Maltese Healthcare Concession.*

108. *Clearly, Mr Vassallo was keeping Ms Chappell in the dark about the previous plans and ownership structures for Technoline and Mr Sladden's various connections to Gateway/Technoline. We observe then that had the plan to change the ownership of Gateway by way of the Promise of Sale agreements or through the corporate structure involving MMXVI, Astromedic and Nexia BT been in any way legitimate, there would have been no reason for Mr Vassallo to hide Mr Sladden's relationship from his lawyer, Ms Chappell.*

Master Disbursement Funding

109. *Steward Health Care System LLC paid €520,000 to Technoline on 10 April 2018. Ivan Vassallo, Armin Ernst and Steward Malta liaised on the payment and it was used to pay Technoline's suppliers including a payment of over €110K to Motors Inc for five vehicles and payments to LG Turnkey Ltd for the 'KGH Lobby & OPU Refurb". [990] [991] [992] [993] [994]*

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989 [chat-847.txt]

990 [Payment-201804061108.pdf]

991 [60511.emlx]

992 [Re: Payment-201804061108.pdf]

993 [59023.emlx]

994 [388789.emlx]

Shaukat Ali's involvement continuing post VGH

110. *Shaukat Ali continued to be involved in Technoline's business post Steward's acquisition of VGH. On 14 April 2018 Ivan Vassallo emailed Antun Dujmovic, Yaser Badar and Shaukat Ali details of Technoline's meeting in connection with supply to Croatia. [995] [996]*

Finder's Fee/ Commission Agreement for Shaukat Ali

111. *Shaukat's ongoing involvement was also demonstrated by a draft agreement found in the data. On 13 July 2018, Ivan Vassallo created a draft Finder's Fee/ Commission Agreement [997] between Shaukat Ali and Technoline agreeing to pay a fee on the closing of any transaction introduced by the Finder (Shaukat Ali). The fee to be calculated as follows:*

"Of total purchase price consideration of any and all executed transactions, exclusive of any taxes: the sum of a% of the first million Euros or portion thereof; plus, b% of the second million Euros or portion thereof; plus, c% of the third million Euros or portion thereof; plus, d% of the fourth million Euros or portion thereof; plus, e% of the remaining consideration. Fees shall be calculated and paid annually on the anniversary of this agreement.

Phone messages

112. *A number of relevant message threads demonstrate the respective involvement and interactions of Ram Tumuluri, Ivan Vassallo, Deborah Chappel and Mario Gatt in the affairs of Technoline.*

113. *The Whatsapp group named "Tech Acqui" included Mr Tumuluri, Mr Vassallo, Mr Gatt and Ms Chappell and ran during the period of the first part of Gateway's acquistion of Technoline from 10 February 2017 to 30 March 2017. [998]*

114. *Mr Vassallo, Mr Gatt and Ms Chappell used a separate discussion thread from 21 March 2017 to 19 February 2018. On 17 April 2017 Mr Vassallo commented: [999]*

"The option to transfer all shares might or rather will confirm who the UBO is and if VGH have not been cleared yet by Banif, then we won't. What do you think"

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995 (1304.emlx)

996 (240476.emlx).

997 (FINDER e-o SH(.docx)

998 (chat-612.txt)

999 (chat-410.txt)

"Can't we send them an agreement saying that the note will be exhausted by dividends paid until then? A pledge on shares exist"

115. *Deborah Chappell and Ivan Vassallo also messaged between 7 April 2017 and 21 September 2017. Their messages also mention Mr Tumuluri several times over the 5 to 6 months and demonstrate his involvement in the acquisition of Technoline. On 5 April 2017 Mr Vassallo commented: [1000]*

"As long as Thomas can be kept in ignorance of the pledge and it's significance I am ok. However any disclosure of the VGH Technoline relationship prematurely will hurt is [stet] commercially".

Eurasia Limited, Numru ta' Reġistrazzjoni C-54028 - Appendix 2.40:

1. *Eurasia Limited is a company owned 100% by Asad Ali (Appendix 1.10). The company existed prior to the award of the hospital concession tender to VGH/Steward and operated across a number of varied business sectors.*
2. *It is significant to the Inquiry because, as it is a company wholly owned by Asad Ali , it was another means used by the Ali family to extract funds from the concession by illegitimate means in the form of 'kick back' payments / consultancy fees and 'added margins' on goods / services provided to the concession.*
3. *It charged a substantial mark up of circa 70% on IT supplies sold into the concession (of a minimum level of €1.76M) by conspiring with the VGH / Steward IT manager to create a monopoly thus allow Eurasia to charge inflated prices for the goods sold.*
4. *It charged Steward Healthcare International €400,000 under the guise of consultancy fees which was paid in December 2017.*
5. *It invoiced Sirimed over €260,000 having paid sums of money to Mohammed Alawes, the Project Manager employed by VGH/Steward to manage the Barts construction project. We can see payments of circa €125,000 from Sirimed being received into the Eurasia bank account.*
6. *It invoiced INCORP SARL a monthly amount of circa €7k for Facility Management Services for the Cleaning Services for Gozo Hospital. This was a 'skim', a percentage of the bill paid to Zenith, (the company which actually carried out the cleaning), which Incorp Sarl charged to Zenith and Eurasia in turn recharged to Incorp Sarl. The actual services were provided to the concession by Zenith. Neither Incorp Sarl nor Eurasia provided any legitimate function in return for the payments they*

1000 [chat-431.txt]

received. We identified invoices totalling €64,875 and payments to Eurasia from Incorp Sarl of €99,900.

7. *Eurasia also received an amount of €99,900 from a Dubai based company called Alfanar (appendix 5.100) which we believe may also have been a payment in recognition of Eurasia's role in introducing Alfanar to Ram Tumuluri and VGH and bringing Alfanar to the table to discuss investment in the concession.*

8. *It also had sizeable, unusual transactions with other Ali family controlled companies such as STE Health Co and Incorp Sarl which may represent the layering of monies originating from the concession rather than additional extractions from it.*

Eurasia Ltd and the Hospital Concession Tender

9. *It is of specific interest to this Inquiry for the following reasons:*

   a. *On 2 April 2015 Asad Ali used a Eurasia Limited cheque in the amount of €5,000 to pay the Tender bid fee to submit the application on behalf of Bluestone Investments Malta Ltd for the hospital concession tender. This cheque was subsequently cancelled and the Bid fee was paid in cash. [1001]*

   b. *This clearly established the key role that Asad Ali, and his company Eurasia Ltd, were to play in the operation of the hospital concession by VGH. Bluestone is further commented on in appendix 3.10.*

   c. *Once Steward took over the running of the concession, in February 2018, Eurasia placed itself to be the sole supplier for the majority of the IT equipment purchased by the Steward as concessionaire.*

   d. *It did this by making regular payments personally to Clarence John Conger-Thompson, IT Senior Manager for VGH/Stewards, payments which included a personal loan drawdown of €40,000. These payments represent bribes / kickbacks for his role in delivering the IT equipment supply chain exclusively to Eurasia. Eurasia was used as a device to hide the fact that these were not transactions at arm's length and represented a clear conflict of interest on the part of Asad Ali in his business dealings with VGH and the hospital concession.*

   e. *Note also that immediately prior to his appointment as IT Senior Manager for VGH/Steward, Clarence Conger-Thompson was employed as a PAYE employee of Planetcore Ltd, another company operated by Asad Ali. Although Clarence Conger-Thompson did not appear as a director / shareholder of Eurasia on public record, it was clear from the communications between the company and its auditors / accountants that he played a key role in its operations.*

1001 [Page 282, doc_pm1_pml_04_2015_file1 0400021420210421162211 pdf]

6V

f. *The profit made by Eurasia on IT sales to the concession cannot be clearly identified in the absence of financial accounts for Eurasia, but based on the level of sales and the pricing monopoly which allowed for overcharging (with profit margins as high as 70%) it is clear that concession funds were being misused in the provision of these supplies.*

g. *Eurasia was also used as a vehicle for Asad Ali to charge €400,000 of consultancy fees to the US parent company of the Steward group, Steward Healthcare System LLC, for alleged global healthcare feasibility studies. There is no evidence that Eurasia, or Asad Ali, ever carried out any work in Montenegro; Georgia & Croatia or the United Arab Emirates as described on the invoices billed to Steward. Note also that the US parent company paid these monies to Eurasia in early December 2017 just on the cusp of the Stewards group completing the purchase of the hospital concession from VGH. It is possible that this may have represented a bribe or 'sweetener' paid to Asad Ali to sway the Ali family in favour of the handover of the concession from the financially bankrupt VGH towards the proposed favoured new concessionaire, the Steward group. We have also noted in appendix 4.40 on Steward Health Care International Ltd that the Shaukat Ali family and their associates appear to have received 'round sum' ongoing consultancy fee payments of circa €400,000 per month from Steward US which also commenced around this time.*

h. *Eurasia also received funds of €99,900 from the Tunisian company, Incorp Sarl, a company which we believe to be also controlled by Ali family. (On paper it was 60% owned by him and his brother Wajid). In appendix 3.40, we have set out how Incorp entered into contracts with the key suppliers to the concession as a 'middleman' earning substantial commissions on every transaction executed. For example, Incorp charged Zenith Malta Division for facility managements services based on the value of the monthly cleaning services Zenith provided to the hospital concession. Eurasia then invoiced Incorp for a percentage of the profits it made out of charging Zenith and other concession suppliers.*

i. *This was another mechanism for extracting funds out of the concession into the pockets of Asad Ali under the guise of transactions between the concession and its suppliers. The narrative on the invoices raised by Eurasia to Incorp SARL was identical to the narrative used in the invoices which Zenith raised to VGH/Stewards -*

> *"Facility Management Services for Cleaning Services for Gozo Hospital for the Month of .....".*

j. *It is clear that both Eurasia Ltd and Incorp SARL cannot both be providing the same facility management services to Zenith in respect of the bill for the identical monthly cleaning services. This appears to us to be a mechanism to extract some of the profits made by Incorp SARL, a Tunisian company, back into the Maltese company, Eurasia.*

k. *The company also paid sums of money to Mohammed Alawes, the Project Manager employed by VGH/Steward, the hospital concessionaire, to manage the Barts construction project. Alawes is discussed in detail in appendix 1.180. His role in VGH/Stewards allowed him to be ideally positioned to award contracts to suppliers favoured by Asad Ali and Eurasia. Alawes was also offered a contract of employment with Eurasia when his employment with Stewards was terminated. We believe that the close relationship between Alawes, Eurasia and Asad Ali allowed Asad Ali a further opportunity to position his choice of the suppliers into the Barts construction project who would be amenable to paying kickbacks.*

l. *Linked also to Mohammed Alawes and the Barts construction contract, the company also received an amount of €124,205 in two equal instalments of €62,102 on 20 May 2019 and 26 July 2019 from Sirimed SRL (see appendix 2.60). The reference on the bank statement for these 2 receipts was- "ADVANCE PAYMENT QUOTATION NO ITT02152R2 Ref: 1101191370281952 (SIRIMED SRL". We believe that these payments were a commission / bribe paid by Sirimed to Eurasia in recognition of their role in ensuring the appointment of Sirimed as the main contractor for the Barts construction project.*

Formation and ownership of the company

10. *On 27 September 2011, Asad Shaukat Ali, in communication with the family accountant, Christopher Spiteri, was suggesting names for a new company to be called Eurasia Limited. [1002]*

11. *The company was subsequently incorporated on 5 October 2011 with an issued share capital of €1,500 - 1,500 shares of €1. Originally it would appear that the 1,500 €1 shares were held in equal shares by Asad Shaukat Ali and his brother Wajid Shaukat Ali – 750 shares each, see below. The company Memorandum of Association shows Asad Shaukat Ali with 1,500 shares and resident at Village Lagar, P.O. Lagar, Tehsil Distt: Sheikhupura, Pakistan, Pakistani Pass. No. Jvl 802472. [1003]*

12. *According to its Memorandum and Articles of Association, [1004], the registered office was located at Crossbow House, 78, Cospicua Road,*

1002 (Page 285 –BATCH C576 EURASIA LTD BOX DB2000057202203190947S0.pdf)

1003 Page 419, OCW 3 FILE 1 VGH ET AL DOX BOV M0000152021100S063716.pdf]

1004 (Page 415, OCW 3 FILE 1 VGH ET AL DOX BOV M0000152021100S063716.pdf]

Paola, Malta (this being the office of Chris Spiteri) and the main object for which the Company was formed was to provide all types of management consultancy and planning services. The Certificate of Incorporation shows the registered address as Abacus, suite 2, Psaila Street Santa Verna. [1005]

13. *On 2 November 2015 Wajid Shaukat Ali sold the 750 shares he held in Eurasia Ltd. A Capital Gains Tax computation was prepared by Christopher Spiteri, the company's auditor. [1006] From that date in 2015 onwards, Asad Ali owned 100% of Eurasia Ltd.*

14. *There are two companies with the word Eurasia included in their names and both owned by members of the Ali family – Eurasia Limited, C54028 and Eurasia Services Ltd, C62497 which was not incorporated until 5 November 2013 and was owned 50:50 between Asad Ali and Yasar Zafar, a Tunisian individual.*

Financial review

15. *The company was registered for VAT from as early as 2014 under registration number MT 20528435. On 8 January 2014, Chris Spiteri's office were emailing the VAT office for a change of address for the company. [1007]*

16. *The company accountant from the date of incorporation onwards is Christopher Spiteri and there are emails showing Spiteri's continuing involvement with Eurasia in 2019. [1008]*

17. *His role as accountant and auditor of Eurasia, his role as the accountant and auditor for the Steward companies based in Malta who operate the hospital concession and his role acting for all of the Shaukat Ali family, both in their personal and corporate capacities, is considered in detail at appendix 10.10.*

18. *The most recent financial accounts for Eurasia Limited filed at Malta Business Registry are in respect of the financial year ended 31 December 2014. In the data seized from Christopher Spiteri's offices we have identified financial accounts for the years ended 31 December 2015 and 2016. The 2015 and 2016 accounts appear to have been audited however they have not yet been filed for the public record. There is no evidence in the data from Christopher Spiteri's office of any financial accounts prepared for Eurasia Ltd in respect of the more recent financial years ended 31 December 2017, 2018, 2019 and 2020 these being the years in which Eurasia traded with the concession.*

1005 [page 431, OCW 3 FILE 1 VGH ET AL OOK BOV M0000152021100506371 6.pdf]

1006 [Page 247, BATCH CS76 EURASIA LTD BOX D8200005720220319094750.pdf]

1007 [message body – (Eurasia Ltd – MT20528435 re change of address)]

1008 [message.body (Eurasia Ltd – VAT Returns)]

19. *On 18 June 2020, Angela De Bono of Christopher Spiteri's office emailed Clarence Conger-Thompson, Asad and Wajid Ali and Christopher Spiteri asking for missing invoices from 2017 to 2020 in respect of Eurasia sales and purchases [1009]. It would appear she was attempting to prepare and submit overdue VAT returns on behalf of Eurasia Limited. It is clear from this email exchange that the financial accounting records were very poor or non-existent for Eurasia for the years 2017 to 2020.*

20. *Eurasia Ltd did not file financial accounts during the tenure of the VGH / Steward hospital concession. In our opinion this was deliberate and intended to hide the financial transactions between Eurasia and the hospital concessionaires, VGH/Stewards.*

21. *We have summarised the financial accounts for the company for the years ended 31 December 2012 to 2016 at appendix 2.41. As can be seen in the Invoice summary at Appendix 2.43, the first invoiced sale of IT equipment from Eurasia Ltd to VGHM was dated 11 April 2017 as per VGHM records. The summary of the financial accounts shows that they appear to predate the commencement of the supply of IT into the hospital concession. They cannot tell us anything therefore relevant to the Inquiry about the trading between the entities.*

Bank accounts operated by the company with Bank of Valetta "BOV"

22. *The company held the following bank accounts with Bank of Valletta:*

I. *40020352798 /Current a/c EUR/ Opened - 18.10.2011*

II. *40020646323/ Savings a/c USD/ Opened - 15.02.2012*

III. *40020708779 /Documentary credit a/c foreign EUR/ Opened - 09.03.2012*

IV. *40022469689 /Designated Clients a/c EUR/Opened - 12.05.2014*

23. *The Documentary credit account and the Client account do not appear to have been active.*

24. *The transactions on the main EUR€ Current account # 40020352798 and the USD$ Savings account are analysed in further detail at appendix 2.42.*

Key individuals in Eurasia Ltd

Asad Ali

25. *We believe that Asad Ali, like his father and other family members, was a key shareholder / stakeholder in the hospital concession operated by VGH even though his status as such was not shown on the public record.*

1009 [Pages 136 & 137, BATCH CS6 EURASIA BCK OB1000001920220315073148]

He also subsequently acted as a paid Consultant for the Steward group. He received round sum monthly payments out of the VGH bank account of €10,000 described as 'Salary', 'Payroll', and 'Backpay'. These payments continued after the sale of VGH to the Steward group. A personal profile is included at appendix 1.10.

26. *By the date VGH was granted the tender for the hospital concession in September 2015, Asad Ali owned 100% of Eurasia Ltd.*

27. *Via Eurasia Ltd, Asad Ali earned 100% of the profit made on the supply of IT equipment into the hospital concession which we have estimated at roughly €1,760,600 of sales – a minimum level of €508,130 value to VGH and €1,252,470 to Stewards. This broadly correlates to the total we found being paid to Eurasia of €1.529m by VGH / Steward Malta – see appendix 4.13. The poor recordkeeping of both Eurasia and VGH make it difficult to be precise.*

Clarence John Conger-Thompson

28. *As IT Manager, Clarence John Conger-Thompson, a salaried employee of VGH/Stewards, chose the IT equipment required by the concession, and chose which IT suppliers would provide that equipment. Then Conger-Thompson ensured that all of the IT suppliers he selected invoiced Eurasia rather than VGH/Stewards for the goods thus allowing Eurasia to sell the items onwards to the concession at a profit. Eurasia also paid various sums of money to Conger-Thompson. All of this is detailed further in appendix 1.40.*

29. *There are a number of key points relevant:*

- *He was the IT Manager for the hospital concession during its operation by both VGH and Stewards. He was paid a gross salary of circa €50k by VGH/Stewards.*
- *Eurasia were the major IT supplier for VGH and subsequently Stewards.*
- *He appeared to actually buy a lot of the IT equipment for VGH/Stewards personally, got reimbursed for the IT purchases by Eurasia and then Eurasia sold the same IT equipment back to VGH/ Stewards at a profit.*
- *He lived in a house rented and paid for by Eurasia for at least 6 months.*
- *He had a private loan agreement drafted with Eurasia Ltd for €80,000.*
- *He received payments totalling €60,095 out of Eurasia main bank account.*
- *Once Eurasia got paid for the IT supplies by VGH/Stewards, on the same day or the day following he then received a further bonus payment from*

Eurasia – which would appear to be a 'commission' earned for securing payment to Eurasia on these supplies.

30. *On 13 June 2019, there is a Purchase Order, approved by Nadine Delicata, from Steward Malta to Eurasia Limited (marked for shipping to Clarence Thompson of Steward Malta Assets Ltd) for IT equipment in the amount of €153K plus VAT = €181K. [1010]*

31. *On the same date there is a further Purchase Order approved by Nadine Delicata, from Steward Malta to Eurasia Limited (shipping to Clarence Thompson of Steward Malta Assets Ltd) for €106K of IT equipment plus VAT = €126K. [1011] These Purchase orders indicate that Conger-Thompson was approving and shipping the IT equipment which VGH/ Stewards ultimately paid Eurasia Ltd for.*

32. *It is clear from the above examples that Clarence John Conger-Thompson played a key role as Senior IT Manager within VGH/ Steward and as such was able to control the IT equipment procurement process.*

Mohammed Alawes

33. *Eurasia also paid sums of money to Mohammed Alawes (appendix 1.180), the Project Manager employed by VGH to manage construction projects.*

34. *Alawes oversaw the Barts Medical School construction project on behalf of Stewards. In the data there is a spreadsheet prepared by him on 8 May 2018 as Project Manager setting out the project milestones etc for the Barts Medical school build and showing €15m contract costs. [1012]*

35. *Alawes also had close trading and friendship links with Ivan Vassallo of Technoline through his company, Tasaheel International Ltd, based in Libya. There is a letter dated 8 January 2018 from Ivan Vassallo to Mr Alawes addressed to Tasaheel International Ltd in Libya, appointing that company as Technoline's representative in Libya from 8 January 2018 to January 2020. [1013]*

36. *According to the invoice register, Eurasia Ltd paid Mohammed Alawes an amount of €3,000 on 13 June 2018 and €9,300 on 20 July 2018. Both payments were recorded as a temporary loan in the invoice register of Eurasia although we have been unable to identify them on the bank statements. [1014] Both these payments were made at a time when Alawes*

1010 [(1)_RENAMEDFILE_FW Missing invoices (Eurasia).msg-Xerox Scan_20062019103933.pdf]

1011 [(2)_RENAMEDFILE_FW Missing invoices (Eurasia).msg-Xerox Scan_20062019104002.pdf]

1012 [Charter - Barts Medical school 7052018.xlsx]

1013 [Tasaheel Rep letter.docx]

1014 [Eurasia Register 2 .pdf]

was still employed by Stewards and managing the Barts construction project.

37. *There is a draft unsigned Contract of employment between Eurasia Ltd and Mohammed Alawes dated 1 January 2019 setting out his role as Project Manager for an indefinite period; salary was set at €1,500 gross monthly. [1015] This was after his employment with Stewards/VGH was terminated at the end of September 2018.*

38. *As in the case of the payments to Clarence Conger-Thompson, in our opinion, there was no legitimate reason for the company Eurasia Ltd to make payments to Mohammed Alawes, the Project Manager employed by VGH to manage the Barts construction project. The payments at best displayed an obvious conflict of interest between their respective role as employees of the hospital concessionaire, Steward, and the role they chose to carry out to act to directly benefit Asad Ali personally and Eurasia Ltd and receive money in kickbacks / bribes for doing so.*

Sales of IT to the Concessionaire

39. *As noted above, Clarence Conger-Thompson ensured that all of the IT suppliers he selected invoiced Eurasia rather than VGH/Stewards for the goods thus allowing Eurasia to sell the items onwards to the concession at a profit. We have therefore sought to establish the "skim" being added which represents a diversion of Concession monies. However, the lack of financial records and accounts means we can only establish (as detailed below) that at least around €508,130 was invoiced to VGHM and €1,252,470 to Steward Malta Assets Ltd. This is based solely on the invoices we found but totals just over €1.76M. The profit element is not documented but based on a sample of draft invoices it would appear that Eurasia was marking profit margins as high as 70% on the goods supplied[1016]. On that basis, the profit margin on those sales would have been in the region of €700,000 – a significant element of which will have represented overcharge /misappropriation of Concession funds.*

40. *Eurasia Ltd provided IT equipment to a number of the VGH/ Stewards companies over the years 2016 to 2021. It is difficult to be definitive about the total value of the trading relationship between Eurasia Ltd and the VGH/ Steward group. The Eurasia invoices appear in various locations in the data and there do appear to be duplicates and credit notes which need to be considered to establish the exact value of sales. However, we note the following information which provides an indication of the level of trading between the entities.*

1015 [Page 164, BATCH CS76 EURASIA LTD BOX OB20000S720220319094750.pdf]

1016 [ESBAgents (TT07137-R.xlsx]

41. *From what we can ascertain, the following table contains a summary of what Eurasia invoiced the Concession which we were able to confirm to Eurasia's Sales Transaction Ledgers. There were various other invoices, however we have excluded these from the summary as we have not been able to confirm these amounts.*

	€
*Eurasia to QMUL * via VGHM*	*198,677*
Eurasia to VGHM	*309,453*
Eurasia to Steward Malta Assets	*1,252,470*
Total invoiced to concession	***1,760,600***

- *QMUL = Queen Mary University of London*

Sales of IT to VGH Management Ltd

42. *We have identified invoices totalling just over €500,000 relating to the supply of IT equipment and services by Eurasia Ltd to VGHM and QMUL.*

Sales of IT to Steward Group

43. *Eurasia Ltd continued to supply the hospital concession with its IT equipment needs after the takeover of the concession by the Steward group. We have identified the invoices totalling to €1,252,470 addressed to Steward Malta Assets Ltd in the period from 24 May 2018 to 8 December 2018.*

44. *Steward Malta Assets Ltd (SMA) (appendix 4.20) was the subsidiary company specifically set up to 'hold' the property, plant & equipment and construction contracts within the Steward Malta group. The majority of the spend on IT equipment would have been accounted for in the SMA company.*

"Consultancy" to Steward Health Care International LLC

45. *In addition to the supply of IT equipment to the hospital concession, Eurasia also raised 3 large consultancy invoices in November 2017 to Steward Health Care International LLC, the US parent company of the Steward Malta companies, addressed to 71 Old Baker Street, Valletta 1455.*

46. *This was at the time when the concession was not yet owned by the Steward group and the sale was under negotiation between the parties. The invoices are summarised in the table below:*

			€
04/11/201	*Steward Health Care International*	*SCHI 01110*	*150,000*

15/11/2017	Steward Health Care International SCHI 21107	200,000
24/11/2017	Steward Health Care International SCHI 31107	50,000
		400,000

The narrative details "Consultancy Services in Healthcare Territory:" Montenegro; Georgia & Croatia and United Arab Emirates respectively on the 3 invoice. We did not locate digital versions of the invoices to establish when they were drawn up. [1017] [1018] [1019]

47. *We believe that it is of particular significance that the wording on one of these invoices makes reference to "relevant political introduction" (see Invoice No SHCI211107).[1020] This is similar wording to that used by Armin Ernst at a much later date in 2019 to describe eight round sum monthly consultancy payments of €125,000 paid by Steward to Accutor. The wording he used was a 'consulting agreement with Accutor supporting political and government activities and interactions' [1021]. This is set out in further detail in appendices 3.61, 3.62 and 4.10.*

48. *These invoices were paid to Eurasia Ltd on 4 December 2017 by Steward Healthcare System LLC, the US parent company of the Steward Malta companies see bank analysis of Eurasia Ltd at appendix 2.42.*

Payments to Eurasia Ltd from VGH/Steward

49. *Bluestone Investments Malta Ltd paid Eurasia Ltd a payment of €46,965 on 3 August 2017 representing payment of invoices 104 through 114 issued by Eurasia to VGH.*

50. *VGH / Steward paid Eurasia amounts totalling €1,528,804 as set out in appendix 2.42.*

51. *QMUL paid Eurasia Ltd amounts totalling €198,534 as set out in appendix 2.42. Steward placed the purchase orders on behalf of QMUL and the goods were delivered to QMUL. QMUL is linked to Barts Medical School.*

52. *Steward Health Care International LLC paid Eurasia €400,000 on 4 December 2017 in respect of the invoices totalling €400,000 specifically for the Consultancy services as described above.*

53. *The total lodgements received into the Eurasia bank account from VGH/ Stewards/QMUL as shown on the Eurasia bank account (see appendix 2.42) can be summarised as follows:*

1017 [INVOICE NO. SHCI011107.pdf]

1018 [INVOICE NO. SHCI021107.PDF]

1019 [INVOICE NO. SHCI031107.PDF]

1020 [Page 55 BATCH CS6 EURASIA BOX DB1000001920220315073148.pdf]

1021 [Consulting arrangement – August 2019.pdf]

	€
VGH/Steward	1,528,804
QMUL	198,534
Total received from Concession funds into Eurasia bank a/c	**1,727,338**
Steward HealthCare International LLC (US parent)	400,000
	2,127,338

54. Other lodgements of €324,005 which related indirectly to the concession paid to Eurasia by suppliers/ providers of services to the concession were as follow:

	€
Sirimed	124,205
Alfanar company - Dubai	99,900
Incorp Sarl	99,900
Total received from Indirect suppliers /agents	**324,005**

Conclusion on the Insider trading between Eurasia and VGH/ Steward

55. We have estimated that the total Eurasia invoiced to the hospital concession that we identified in the data at €1,760,600. This included the invoices addressed to VGH, Stewards and QMUL – the trading entities which form part of the hospital concession operation.

56. We have already noted that Eurasia has consistently failed to file statutory accounts for the relevant period. Therefore there is no means to sense check the overall totals against their accounts.

57. We cannot trace any Eurasia VAT returns covering the relevant period in 2018. From an email dated 8 January 2014 notifying the VAT office of a change in address we know that Eurasia was registered for VAT as early as 2014 and that VAT returns were being prepared by Spiteri's offices in the years 2014 – 2016. [1022]

58. There were attempts to prepare more recent VAT returns covering the period of the concession evident from workings carried out by Chris Spiteri's office. [1023] However, there is no evidence in the bank account of any payments to Inland Revenue in respect of VAT and no attempt to submit a return showing the substantial VAT liability which Eurasia

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1022 (message body - FW: Eurasia Ltd – MT 20528435 re change of address)

1023 (84BDDEE0.xls)

should have incurred on the invoices raised to VGH/Steward in 2018 and 2019.

59. *The summary of Eurasia invoices which totals to €1,760,600 provides an indication of the very substantial level of 'insider' trading between Asad Ali and the hospital concession even in this one area of the supply chain – the provision of IT equipment.*

Transactions with Incorp SARL

60. *As detailed in appendix 3.40, Incorp SARL is a Tunisian company which is owned 30% by Asad Ali, 30% by his brother Wajid Ali 30%, Yasar Zafar 20% and Ahmed Gashout Belkhir 20%.*

61. *Incorp SARL was used as a corporate vehicle for its shareholders, including Asad and Wajid Ali, to 'charge' suppliers to the hospital concession a percentage commission based on the value of their contract for the privilege of having a service contract with VGH.*

62. *It appears that a percentage of the commission earned by Incorp SARL was then repatriated back to Malta from Tunisia using Eurasia Ltd and paid out to members of the Ali family. This movement of funds between Ali family controlled entities does not of itself represent an additional misappropriation of concession funds but we note the unusual nature of these transactions below for completeness.*

63. *We have identified ten invoices shown below totalling €64,875 raised by Eurasia Ltd to Incorp SARL which appear to be a monthly charge for facility management services for Cleaning services for Gozo Hospital in the months from June 2017 to June 2018 - missing the three months of July, August and October 2017. The narrative on each of the invoices was "Facility Management Services for Cleaning Services for Gozo Hospital for the Month of ...". [1024].*

64. *The list may well be incomplete as it appears to have been a regular monthly charge of circa €6.5k and there are missing invoices for July, August and October 2017 so the total invoiced amount is probably closer to circa €90,000.*

1024 [EURASIA INCORP VGH0117(June).pdf]

Eurasia Limited	Incorp SARL	Invoice	VGH01117	7,510.88	Jun-17
Eurasia Limited	Incorp SARL	Invoice	VGH0417	7,546.66	Sep-17
Eurasia Limited	Incorp SARL	Invoice	INC0617	5,548.00	Nov-17
Eurasia Limited	Incorp SARL	Invoice	INC0717	5,771.54	Dec-17
Eurasia Limited	Incorp SARL	Invoice	INC01118	6,082.29	Jan-18
Eurasia Limited	Incorp SARL	Invoice	INC0218	6,490.37	Feb-18
Eurasia Limited	Incorp SARL	Invoice	INC0318	6,125.16	Mar-18
Eurasia Limited	Incorp SARL	Invoice	INC0418	6,600.00	Apr-18
Eurasia Limited	Incorp SARL	Invoice	INC0518	6,620.00	May-18
Eurasia Limited	Incorp SARL	Invoice	INC0618	6,580.00	Jun-18
				64,874.90	

65. *We note from the analysis of Eurasia's main bank account (see appendix 2.41) that Incorp SARL paid Eurasia Ltd amounts totalling €99,900. The total payments appear to be broadly in line with the invoices identified above raised by Eurasia in the period June 2017 to June 2018. The system of Eurasia billing Incorp SARL for facility management charges made in respect of the cleaning services provided by Incorp to Zenith appeared to cease in June 2018.*

66. *We also note from the Eurasia bank statements that immediately following the receipt of funds from Incorp, the funds are then paid out again on the same date or shortly afterwards to members of the Ali family namely Wajid Shaukat Ali, Fakhra Shaukat Ali or to Asad Shaukat Ali.*

Date	***Payee***	***€***	***€***
21/05/2018	*Incorp SARL*		*29,969*
28/05/2018	*Wajid Shaukat Ali*	*15,000*	
29/05/2018	*Asad Shaukat Ali*	*15,000*	
29/11/2017	*Incorp SARL*		*32,000*
29/11/2017	*Asad Shaukat Ali*	*16,000*	
30/11/2017	*Fakhra Shaukat Ali*	*16,000*	

Yaser Zafar - €420,000 for online reputational consultancy work

67. *A personal profile of Yaser Zafar is attached at appendix 1.80. We found various transactions with him which are outlined below which seem to be an allocation of monies which may originally derive from the concession but it is not an additional misappropriation.*

68. *There is an Investment Agreement between Yaser Zafar and Eurasia Ltd (with Asad Ali as director of Eurasia) dated and signed by both parties on 1 February 2017. [1025]*

69. *The Agreement states that Eurasia Ltd will commit to advance amounts totalling €420,000 to Yaser Zafar to invest in various internet research / google projects including 'online reputation management services'. The agreement states there is no immediate repayment term however lending will be repaid in full within 5 years of the date of the Agreement (by 1 February 2022). Zafar is to make a return of 7% over the investment sum annually to Eurasia Ltd.*

70. *Eurasia Ltd paid Yaser Zafar amounts totalling €68,040 in a series of regular payments which are set out in detail below.*

71. *All but one of the payments made to Zafar out of the Eurasia bank account are described on the bank statement as – "Online reputational management consultancy work "ORM" / website/ Facebook/ digital". The only payment that does not relate to this ongoing ORM work were described on the bank statement as follows:*

Date	Narrative	Amount €
27 January 2015	Loan for investment in Tunisian business ventures	31,640

72. *The other payments made to Yasar Zafar from Eurasia which amounted to €37,350 are all referenced to the type of consultancy work that he carried out for key individuals connected with the hospital concession. It is described on the bank statement as on-line reputational management work; digital content; websites; Facebook.*

73. *It is not clear to us why Eurasia, as a company with no employees, no online presence and no website, should require a spend of this amount on its own account. That raises the question of who the client was and who Zafar was really being paid to carry out this work for. This ties in with the type of online reputational management work that Yasin Zafar carried out for Keith Schembri which is discussed in detail in appendix 4.10 on VGHM.*

Eurasia and STE Health Co

1025 [Page 49, BATCH CS6 EURASIA BOX DB10000019202203150731 48.pdf]

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74. *Yaser Zafar also raised consultancy invoices addressed to Eurasia Limited via the company STE Health Co (appendix 3.41). We found that STE Health Co is associated with the Ali family and based in Tunisia with the same registered address as Incorp SARL (appendix 3.40).*

75. *During November and December 2017, when the hospital concession was in the throes of changing ownership from VGH to Stewards, STE Health Co invoiced a series of consultancy fees to Eurasia Ltd as follows:*

			€	
04/11/2017	HealthCo	Eurasia	60,000	Annual Consultancy Charges
28/11/2017	HealthCo	Eurasia	180,000	Feasibility Study of Ghana Regional Hospital
06/12/2017	HealthCo	Eurasia	180,000	Macedonia Feasibility Study
			420,000	

76. *The total amount of the three consultancy invoices raised by STE Health Co in late November 2017 and billed to Eurasia (Ali) of €420,000 corresponds exactly with the amount agreed upon between Zafar and Ali as the total investment stipulated in the private investment agreement dated 01 February 2017 between Zafar and Eurasia Ltd. Yet the description of the alleged 'consultancy' work carried out by Zafar/ STE Health Co is completely different in nature. The work stipulated in the private investment agreement was to involve 'online reputation management services'. The STE Health Co 'consultancy' invoices describe generic feasibility studies in Ghana and Macedonia.*

77. *We also noted above that, around the same date in November 2017, Eurasia raised 3 consultancy invoices billed to Steward Health Care International LLC for a total of €400,000. The work done was described as Consultancy Services in Healthcare for Territories: Montenegro, Georgia, Croatia and U.A.E. So, Eurasia (Asad Ali) earns €400,000 from the Steward US parent company in consultancy fees allegedly for global expansion and in turn invoices €420,000 to STE Health Co (Zafar) for global expansion (albeit for research in different countries).*

78. *There is no evidence in terms of payroll records or returns that would indicate there were any employees working for Eurasia. Nor that it was involved in seeking to carry out healthcare projects in Ghana and Macedonia on its own behalf or on behalf of any other business entity. We believe therefore that these 'consultancy' invoices are an example of 'false accounting' - a bookkeeping device to transfer profit from one company to another company in a different jurisdiction – to transfer the profit on the consultancy fees which was paid by Stewards to Eurasia Ltd out of the 'books' of the Malta company and into the books of the Tunisian company.*

79. *As set out in Appendix 3.41 on STE Health Co, the limited documents found on STE Health Co also include what appear to be back dated invoices from STE Health Co to Eurasia (see appendix 2.40). We consider*

these invoices may have been created as late as April 2021 for services supposedly performed in 2017 in relation to health projects in Ghana and Macedonia. The backdating of these invoices may relate to a possible tax evasion ploy performed under the direction of Eurasia's owner Asad Ali but as such is considered incidental to this Inquiry.

Payment to Universal Consultants DMCC out of Eurasia's EUR € bank account

80. *On 24 April 2020, there is a payment of €2,615,81 (USD $2,750) from Eurasia's € BOV account to Universal Consultants DMCC - the payment is marked – "re Invoice UC-B-09-19-102 "Licence renewal and reinstatement charges". We note that Universal Consultants DMCC are the same consultants that formed Akash & Intercare, the Dubai off shore companies instructed by Shaukat Ali for Keith Schembri and Konrad Mizzi (appendices 3.50 & 3.51) and LexCo (appendix 3.60).*

81. *We have not found any explanation as to which licence was being renewed in making the payment made in April 2020 to the Dubai consultants. However we find it significant that Asad Ali's company Eurasia is paying for the renewal of a licence for a Dubai based company, albeit the company identity is unknown.*

'Unknown' deposits and withdrawals from Eurasia main bank account

82. *There are substantial 'unknown' deposits made into the main Eurasia bank account of €289k and unanalysed 'Withdrawals' from the account of circa €385k (see appendix 2.42). It is therefore not possible to identify what these funds were used for or who may have benefitted from them.*

Sales to Sirimed SRL - potential 'skim' / added margin

83. *We found a number of transactions that may have represented legitimate sales of IT equipment required on site by Sirimed although potentially overcharged by Eurasia with a 70% mark up as a 'bribe' to Eurasia.*

84. *On 29 October 2018 Eurasia Ltd invoiced Sirimed SRL (appendix 2.60), the construction company in charge of the Barts Medical School construction project, an amount of €15,689 for various items. A note at the side of invoice shows markup of 70%, the other tab shows purchase order for the items from ESB Agents for €7,163.17. [1026].*

85. *On 4 March 2019 Eurasia Ltd invoiced Sirimed a further amount of €124,460.55 on Invoice ref INV– ITT-02-152. There is an excel spreadsheet showing various electrical items, with a calculation on side of invoice in an excel sheet showing a 70% markup. The properties of the spreadsheet show that this purchase order was modified on 4 March*

1026 [ESBAgents ITT07137-R.xlsx]

2019. This Excel spreadsheet also includes details of the purchase order for the items showing a cost of €69,174.39. [1027].

86. *On 5 September 2019 Eurasia Ltd invoiced Sirimed a further amount of €124,205 on Invoice ref INV– 09-150. [1028] It would appear therefore that the total amount Eurasia invoiced to Sirimed was €264,354 as shown below:*

29/10/2018	*Eurasia*	*Sirimed*	*I138*	*15,689*
04/03/2019	*Eurasia*	*Sirimed*	*ITT-02-152*	*124,461*
05/09/2019	*Eurasia*	*Sirimed*	*INV-09-150*	*124,205*
				264,354

87. *Sirimed paid Eurasia €124,205 in two payments of €62,102 on 20 May 2019 and 26 July 2019 (appendix 2.42). This looks like a payment in respect of Invoice ITT-02-152 dated 04 March 2019 for €124,461.*

Mtrace p.l.c., Numru ta' Reġistrazzjoni C-73299 - Appendix 2.80:

1. *Shortly after the October 2014 MOU was signed with GOM, Shaukat Ali and Ram Tumuluri sought to augment their strategy involving the three-hospital concession by adding St James Hospital and a new Cyclotron facility (for the treatment of cancer) to their portfolio.*
2. *The negotiations for St James failed but they persisted with their aspiration to develop a Cyclotron facility and a company called MTrace P.L.C. was formed. It was initially owned by what appear to have been front men before the shares were transferred to the same Jersey company (Vitals Procurement Ltd) that was involved in the acquisition of Technoline.*
3. *We found that over the following years over €2.3 million of Concession funds were diverted to MTrace for the Cyclotron project. A further €4.3 million was obtained in the form of a soft loan from Malta Enterprise in a series of transactions that could potentially represent misappropriation of public funds, false accounting and grant fraud.*
4. *Steward took over MTrace in 2018 but were unwilling to complete the development of the Cyclotron and the company was eventually taken over by Malta Enterprise in a deal which effectively saw the diverted Concession funds replaced with other public funds. It therefore appears that the actions of the Concessionaires resulted in almost €7 million of public funds being sunk in the MTrace with little end result.*

Overview

1027 [Nexans ITT-02-152.xlsx]

1028 [Page 134, BATCH CS6 EURASIA BOX DB1000001920220315073145.pdf]

5. *M Trace P.L.C. was involved in the project to develop a Cyclotron facility for the treatment of cancer. A business plan for such a facility was presented to Malta Enterprise in February 2015 by the owner of St James Hospital, Malta, Dr Josie Muscat.*

6. *In anticipation of the award of the Hospitals Concession, Ram Tumuluri and Shaukat Ali negotiated to acquire 49% of St James Hospital from Dr Josie Muscat and partner with him in a new Cyclotron facility. This could have enabled them to control not only the Concession hospitals in Malta but also the largest privately owned hospital in Malta and the Cyclotron facility.*

7. *When these negotiations stalled Dr Josie Muscat was dropped and the Cyclotron project was taken forward by a newly formed company called MTrace.*

8. *MTrace was incorporated in November 2015 and on paper its first owner was an Italian company called Taomac. However, in October 2016, Taomac sold all of its MTrace shares to the Concessionaire's offshore company Vitals Procurement Ltd (VPL) for exactly the same amount of money it had invested on incorporation. In our opinion this strongly suggests that in reality Taomac at all times was simply holding the shares for the real owners.*

9. *VPL & VGHM used Concession funds to 'purchase' the shares and then to fund the development of the Cyclotron facility. The total involved at the date of the Steward buy out was circa €1.7M. By the date of the final sale to Malta Enterprise in 2020 over €2.3M had been invested.*

10. *To finance the development, they also engaged in what may have been grant and invoice discounting fraud. These moves enabled the owners of MTrace to "invest" in a multi-million Euro project, which received muti-million Euro assistance from Malta Enterprise, without "investing" any of their own funds.*

11. *When Stewards took over the Concession, they were aware that funds had been nefariously diverted from the concession to MTrace. They therefore insisted that these monies be treated as having been "loaned" by VGHM to the offshore company VPL. They also used this as a lever to gain ownership of the shares of MTrace.*

12. *Having gained ownership, Stewards decided not to continue with the Cyclotron project and spent several years trying to sell the company. The potential purchasers included Cannapharm which had close links to the Ali family.*

13. *When all these efforts failed, MTrace was taken over by Malta Enterprise (who had invested heavily in the project). They paid Steward €2M. This effectively meant that the roughly €2M which had been diverted from*

Concession funds was replaced by the monies drawn from Malta Enterprise, in turn drawn from the public purse.

14. *It is clear that Shaukat Ali carried significant influence over the project from the outset although he does not appear at any time in any public records regarding the company. There is also evidence of Keith Schembri's involvement with it.*

15. *We also found evidence that MTrace was treated as if it had common ownership / control with Technoline. They both were purchased using VPL as a vehicle. Chris Spiteri emailed Miroslav Boyanov & Saba Abbas (copied to Armin Ernst and Marius Nel of Steward) and indicated they had all agreed to add together the Technoline and MTrace balances and set them off against Bluestone balances. This thereby concealed the fact that concession funds had been used to fund the investments in those companies. Technoline also played a role in the potential grant & invoice discounting fraud.*

16. *We also found evidence of potential misfeasance by its officers or at best conflicts of interest in the trading operations of MTrace.*

17. *An analysis of MTrace is also relevant to this inquiry because it informs us about the individual(s) and the project(s) involved from the outset in planning to bid for the hospital concession tender. It is evident that the 'cyclotron' project originated before the company MTrace P.L.C. came into existence. And during that time, pre the incorporation of MTrace, it is clear that the investment project was being promoted by a person or person(s) other than the person(s) who became the first shareholders of the company MTrace P.L.C..*

Layout of this appendix

18. *Given the number, size and complexity of the issues revealed by our examination of MTrace, this appendix is set out in the following sections:-*

VGHM's ambitions and use of Concession funds for the Cyclotron project

- *Early phases of the 'Cyclotron' project under Dr Josie Muscat*
- *Proposed acquisition of St James Hospital*
- *Formation and ownership of MTrace P.L.C.*
- *Sale of MTrace to VPL (VGHM)*
- *Grant assistance of 69% of total Cyclotron Project Cost valued at €6.9M*
- *Malta Enterprise consent to change in ownership was post transfer.*
- *Conclusions on the sale of MTrace to VPL*
- *Increase in Paid up Share Capital from €62,500 to €250,000*

Possible fraudulent funding of the project

- *Possible grant and Invoice discounting fraud by Technoline & Comecer to assist VGH to fund MTrace.*
- *Involvement of Deborah Chappell and Mario Gatt in the possible fraud*
- *20% profit margin taken from Concession funds*
- *Conclusions on the Comecer transactions*
- *Malta Enterprise queried the Comecer payment.*

The takeover by Stewards

- *The acquisition of VGH by Steward brought into question the money spent on MTrace*
- *Change of ownership of MTrace P.L.C. - VPL to Steward via exercise of Call Option*
- *How the investment in M Trace plc was recorded in the audited financial accounts of the concessionaire, VGHM*

Financial analysis

- *Review of MTrace financial statements*
- *Malta Enterprise Soft loan*
- *Bank account operated by the company*
- *Financial transactions in 2017 through Bluestone bank account*
- *Payments through VGHM / SMM bank account*
- *Financial transactions between MTrace P.L.C. and the Steward US Parent Company*
- *MTrace P.L.C. and VAT*

The sale of MTrace by Stewards

- *Steward's attempts to sell MTrace involved Accutor, IM-TT International Medi-Tech Trade SA and Cannapharm*
- *Commission agreements with Marsili, Brincat & David Meli*
- *Proposed sale to IM-TT International Medi-Tech Trade SA*
- *MTrace assets invoiced to IM -TT International (with payment to Accutor)*
- *Proposed Sale to Cannapharm Technologies Malta Limited*
- *Interaction with Malta Enterprise during the sale process*

- *Appointment of Accutor as Escrow Agent for Steward in the sale of MTrace P.L.C.*
- *The Protracted Sale process continued throughout 2018, 2019 and 2020*
- *Sale to Malta Enterprise*

The involvement of Shaukat Ali and Keith Schembri

- *Evidence of the early involvement of Shaukat Ali in the cyclotron project*
- *Evidence of Keith Schembri's involvement with the cyclotron project*

Other areas of concern

- *Potential Conflicts of Interest / backhanders in the trading operations of MTrace*

Early phases of the 'Cyclotron' project under Dr Josie Muscat

19. *We understand from desk research that a cyclotron is a machine used in the treatment of cancer in radiation therapy that accelerates charged particles or ions to high energies. The Cyclotron project involved the creation of a world-class facility to produce radiopharmaceutical tracers such as FDG and Choline, to be used respectively for the diagnosis and medical treatments of cancer and Alzheimer's disease. Such tracers were to be manufactured locally in Malta through the installation of a Positron Emission Tomography, 'PET', isotope production centre (also known as a 'Cyclotron' facility). The project also involved the construction/ creation of a specialised laboratory required for the preparation of the products. [1029]*

20. *The original promoter of the project, prior to the incorporation of MTrace, was Dr Josie Muscat, who was also the sole shareholder of St James Hospital, Malta.*

21. *He engaged the services of Brian Tonna and Nexia BT by letter of engagement of 7 January 2014. [1030]*

22. *Dr Josie Muscat applied for planning permission on 2 July 2015 in the name of his company, Roots Integrated Services. [1031] He had the requisite medical background, and knowledge of the sector, to present the best possible business case for the cyclotron project. The oncology department of St James Hospital Malta, privately owned by Dr Josie Muscat himself, would also present as a credible end user of the radioactive material to be provided by the cyclotron facility. As such, he was an ideal frontman to promote the project.*

1029 [MTrace P.L.C DDR_v14_delivered.pdf - Page 9]

1030 [v2 St James Group engagement letter 130114.pdf]

1031 [Letter of Appointment & Appendices.pdf - Page 2]

23. *In order to successfully promote such a substantial and potentially lucrative investment project, the person or person(s), known as 'the Promoter', would have required the backing of the requisite government ministers and departments necessary to deliver:*

i. *approval for the allocation of substantial industrial space in the Life Sciences Park for the development site,*

ii. *the requisite planning permission to then develop the site to house the cyclotron,*

iii. *the necessary government grant aided funding to build the structure - a soft loan equivalent to 69% of estimated total project costs of €6,900,000 was sought and obtained for the project from Malta Enterprise.*

Proposed acquisition of St James Hospital

24. *Prior to Dr Muscat applying for planning permission for the cyclotron project in July 2015, on 27 March 2015, there was an Agreement between Dr Josie Muscat, owner of St James Hospital, and Ram Tumuluri of Bluestone Investments Malta Limited re the sale and acquisition of St James (Capua) Hospital. [1032] This was further progressed with a Heads of Agreement dated 8 May 2015 signed between St James Hospital, Dr Josie Muscat and Crossrange Holdings Ltd (owned by Bluestone and Pivot) for Crossrange to purchase St James Hospital. [1033]*

25. *According to the terms of this agreement, the total consideration for the transaction would "in no event.... be less than €28 million". The Purchaser agreed to pay the Seller the sum of €1.2M by way of deposit into the escrow account at HSBC bank which was to be held in the names of the Joint Escrow Agents – Jesmond Manicaro (jm@amjlegal.com) and David Meli (david@kyprianou.com.mt) [1034]. Dr Muscat was to retain 51% of the shares in a newly formed Special Purpose Vehicle, 'SPV', to be set up to hold ownership of St James Hospital. He was also to remain as a paid consultant on a lucrative consultancy contract when the hospital moved into the ownership of the SPV to be set up with Crossrange / Bluestone and Pivot at that time. The second part of the transaction was to be €2M paid to Dr Muscat by way of premium for his 'efforts in securing the Concession' – see Clause 3.1 of the Heads of Agreement at Footnote 5. It is significant to note that Crossrange / Pivot and Bluestone with their backers Tumuluri, Shaukat Ali and Rattehalli were at this date preparing their tender bid for the main hospital concession tender.*

1032 [MUTUAL CONFID. AGREEMENT - ST JAMES & BLUESTONE.pdf]

1033 [Heads of Agreement between St James Capua Hospital Ltd and Crossrange Ltd.pdf]

1034 [ESCROW AGREEMENT - ST JAMES & CROSSRANGE.pdf]

26. *So, at the time he was seeking planning permission and government funding for the cyclotron project, Dr Josie Muscat was working closely in tandem with Shaukat, Tumuluri and Walajahi of Crossrange to 'secure' the Concession (according to the written agreement between them) and was also planning to sell a 49% interest in St James Hospital to them. This would effectively have meant that, if the hospital concession public tender was awarded to the VGH investors, not only would they operate the hospital concession for the government owned hospitals in Malta but they would also own a substantial share of the largest privately owned hospital in Malta, St James Hospital, as well.*

27. *Not only would they control ownership of the 'end users' (that is, the private and state owned hospitals in Malta), but also they were aiming to own and control the supply chain into the hospitals by securing both control of the procurement arms within the hospitals, (Technoline) and ownership of the supply chain itself (the cyclotron project/ MTrace P.L.C.). The cyclotron facility, as a supplier of radioactive products to the oncology departments of the hospital sector, was projected to become an essential, valuable and lucrative part of that supply chain.*

28. *By seeking to own all of these entities, the cyclotron project, the hospital concession, St James Hospital and Technoline, the VGH investors would in effect own and control both the Suppliers and the End Users and could exercise a monopoly over the purchasing power of the entire medical sector in Malta.*

29. *In mid-2015 negotiations broke down between Ram Tumuluri, Shaukat Ali and Dr Josie Muscat and Crossrange, (owned by Shaukat Ali, Walajahi and Tumuluri), pulled out of buying St James Hospital. At that same time Dr Muscat pulled out of, or was removed as the Promoter of, the cyclotron project.*

30. *We do not believe that Dr Muscat's absence or removal from the cyclotron project was coincidental. There is no evidence that a new separate submission was made by Guiseppe Musarella of Taomac representing MTrace P.L.C. - either for the planning permission, for the Letter of Offer for the Soft Loan or for the allocation for the industrial site to house the cyclotron facility. Once it became clear that Dr Muscat would not be working in tandem with Shaukat Ali and the VGH investors he was effectively 'dropped' from his role with the cyclotron project. This was despite the fact that it was his qualifications and sectoral experience that had made the project proposal eligible / viable for government investment in the first instance.*

31. *After Shaukat Ali and Ram Tumuluri pulled out of buying St James Hospital, Dr Muscat's name, which up to that date had been the only name appearing on the Planning Permission for the cyclotron site and on the Malta Enterprise 'Letter of Offer', 'LOO', for the Soft Loan, was*

replaced by the name of an Italian individual, Guiseppe Musarella of Taomac Ltd, who was stated to be representing a 'soon to be' incorporated company MTrace P.L.C..

32. *It would appear from this, and from other evidence presented below, that the real Promoter of the cyclotron project may well have been at all times Shaukat Ali and the VGH investors (working in tandem with the support of government ministers). While they were intent on purchasing St James Hospital, they were content to 'use' Dr Josie Muscat as the 'frontman' to lend credence to the planning and funding applications and to hide the identity of the real promoters behind the project and indeed to pay him a commission of €2M for his efforts to secure transfer of the land concession on which St James hospital was built to them – as set out in paragraph 25 above. Once the St James hospital deal collapsed, and they turned their focus on just the publicly owned hospitals, then they were no longer prepared to allow him to remain as Promoter, or even as a part, of the cyclotron investment project. Another plan had to be put in place – involving the company MTrace P.L.C..*

33. *There is a letter of Appointment dated 25 June 2015 but addressed to MTrace Ltd at Kappara Business Centre, 113 Birkirkara Road, San Gwann, SGN 4197 and marked for the attention of Andre Chetcuti thanking MTrace Ltd for inviting the architects practice of Andrew Sultana and Karl Farrugia to act as Architectural Consultants for the project - named as PET Radiopharmacy Centre at the Life Sciences Park San Gwann Industrial Estate. The letter referred to meetings between the architects and Brian Bondin (CEO of Mtrace), and to Representatives from Comecer, IBA and Voxel. We believe that this letter of appointment was prepared at a later date and backdated by the architects to suit the circumstances of the project as the letter was addressed to the company M Trace plc - which did not in fact exist until some months after the date of this letter. [1035]*

34. *On 26 August 2015, Malcolm Ferriggi, acting on behalf of the Director of Planning of MEPA, the Malta Planning Authority, issued a letter confirming the granting of permission for a minor amendment to the permission granted for the cyclotron site at the Qasam Industrial site, San Gwann, Malta. This letter was addressed to Perit Andrew Sultana, Architect and it was copied to Dr Josie Muscat obo MTrace P.L.C.. [1036]*

35. *The drawings attached to this permit document name the Project as 'Cyclotron', the client was 'MTrace', the issue date was 1 July 2015 and the 2 architects associated with the project were Perit Karl Farrugia and Perit Andrew Sultana. [1037] The company M Trace did not exist at the*

1035 [Letter of Appointment_Superceded.pdf]

1036 [Permit document.pdf]

1037 [220b.pdf]

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date these plans were drawn up, nor indeed when planning permission was sought, as it was not incorporated until later that year on 30 November 2015. It is clear that the cyclotron project had already been planned and approved by Government several months prior to the involvement of MTrace or its shareholders.

36. *At a much later date, on 30 January 2017, when the architects Sultana and Farrugia wished to amend and update their contract with MTrace, from 2015 when it started to 2017 when the project resumed, their revised Letter of appointment referred to the submission of a planning application on 2 July 2015 on behalf of the main shareholder of Roots Integrated Services, i.e. Dr Josie Muscat. [1038]*

37. *The 'ownership' of the cyclotron project according to the Soft Loan Agreement documents with Malta Enterprise shifted from Dr Josie Muscat over to Guiseppe Musarella of Taomac on some date between 24 February 2015 and 10 November 2015. [1039]*

38. *All of the original earlier dated letters from Malta Enterprise in respect of the cyclotron project referred to Dr Muscat. After his exit from the investment project, the later letters from Malta Enterprise appear redrafted and refer back to earlier letters and to the prior approval of the project at earlier dates and appear to graft the name of Musarella of Taomac and MTrace P.L.C. onto the terms of the original proposal. Guiseppe Musarella of Taomac was stated to be representing MTrace P.L.C. in the later letters despite the fact that the company did not come into existence until later that year on 30 November 2015.*

Formation and ownership MTrace P.L.C.

39. *The company was incorporated with Malta Business Registry on 30 November 2015 as a public limited liability company under registration number C73299. [1040] Its revised Memorandum & Articles filed in February 2017 are included in papers in Chris Spiteri's office. [1041]*

40. *Its Memorandum and Articles showed an issued share capital of 250,000 €1 shares held, 25 % paid up and the Articles of Association made it clear that the shares could be quoted and listed on the Malta stock exchange. [1042]*

1038 (Letter of Appointment & Appendices.pdf - Page 2)

1039 (MTRACE_COMECER AGREEMENT SOFT LOAN AGREEMENT – O.msg – Letter of Intent Malta Enterprise.pdf)

1040 (FWD MTRACE.MSG–MTracaplc_Certificate of Registration.pdf)

1041 (BATCH C572 STEWARD HEALTH NT DB2000044202108120939SS.pdf - Pages 414-441)

1042 (Archived(8). pdf - Page 702)

41. *The first shareholder and director of the company was an Italian transport company called Taomac, represented by Guiseppe Musarella, its Chief Executive. Taomac was a company with relevant experience in the logistics of safe transportation of nuclear isotopes. The other director was Andrea Marsili who represented IBA, a company which operated in the sector of proton therapy. Both of these companies Taomac and IBA had expertise and provided services which were necessary to bring the cyclotron project to fruition.*

42. *On 18 January 2016, there was an amount of €62,500 lodged to BOV bank account number 40023814204 in the name of MTrace P.L.C.. The bank statement does not show the source of these funds. This amount corresponds to 25% of the €250,000 issued share capital of the company.*

43. *On 5 March 2016, the Directors of MTrace P.L.C., Andrea Marsili and Guiseppe Musarella, instructed Grant Thornton to carry out a due diligence review, DDR, for the purposes of a Bond Issue. On 9 March 2016, Grant Thornton issued their report based on financial projections and information provided to them by the directors of the company. That report provided considerable detail about the company and its operating forecasts. [1043]*

44. *The equity investment by Taomac of only 25% of the Issued Share Capital of the company was noted with surprise and concern by Grant Thornton in their DDR as it was a prescribed condition of the granting of the government 'soft loan' funding that the value of the issued share capital of the company would be "fully paid up".*

Sale of MTrace to VPL (VGHM)

45. *On 27 October 2016, Taomac sold the shares in the company to the Jersey company Vitals Procurement Limited for exactly the same amount of money it had invested on incorporation – which was 25% of the nominal value of the shares. [1044] 5% of the shares were transferred from Taomac to the representative of IBA Molecular, Andrea Marsili.*

46. *On the same date, on 27 October 2016, as per Malta Business Registry, Musarella resigned as a director of the company and Brian Bondin was appointed as a director in his place.*

47. *The payment of €62,500 was not however made by VPL but by VGH out of concession funds. The payment made to Taomac was out of the VGH bank account (BOV bank account number 40023647549) on 28 October 2016, out of the hospital concession funds previously lodged into that account being the first receipt of €5M from GOM on 29 September 2016. [1045]*

1043 [MTracePLC_DDR_V14_delivered.pdf]

1044 [DDTA SIXTH SCHEDULE vitals proc.xls]

1045 [Statement 40023647549 2015_2019.pdf - Page 6]

48. *It could be considered that VGH simply 'repaid' Taomac the nominal amount Taomac had advanced to 'hold' the shares on behalf of VGH until such time as VGH could get hold of the concession funds and have the money to invest itself.*

49. *Taomac accepted the exact same amount of €62,500 (25% of the nominal value of the share capital) which it had invested over nine months earlier despite a business plan prepared by Grant Thornton in the interim which projected Taomac's investment would be extremely profitable over the next 10 years. This is commented on further below.*

50. *The question arises as to why Taomac would have sold 100% of such a potentially profitable investment for the face value of 25% of the nominal value of its shares – unless it had only ever held the shares as a nominee shareholder for the benefit of the subsequent Purchaser – the VGH investors.*

51. *On 1 November 2016, Deborah Chappell emailed Jonathan Vella (of Chris Spiteri's office) asking him to prepare the relevant share transfer documents to reflect the change in ownership of the MTrace P.L.C. shares as:*

    i. *Vitals Procurement Ltd (Jersey company 122287) acquired 249,875 shares from Taomac Ltd*

    ii. *Andrea Marsili (Representative of IBA Molecular) acquired 124 shares from Taomac Ltd*

    iii. *Andrea Marsilli acquired 1 share from Giuseppe Domizio Musarella. [1046]*

52. *On 4 November 2016, Alejandro Borg of DF Advocates solicitors acting for VPL emailed Jonathan Vella of Chris Spiteri's office confirming that VPL had entered into an agreement with the shareholders of MTrace P.L.C. to acquire the majority shares therein. [1047] He stated that the transferors (Taomac):*

    "were required to compile the necessary tax documentation which the clients (VPL) have agreed to compile as well as bear the costs thereof...".

    He went on to provide details of the share transfer and instructed Spiteri's office to prepare the papers for both parties in the matter. The costs were to be borne by VPL (or in reality VGH as VPL had no funds or bank account). For the Purchaser to pick up all the legal, tax and accountancy costs of a share purchase on behalf of the Vendor would be considered commercially unusual. It also appeared as if DF Advocates

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1046 (message.body - RE M Trace_Takeover.msg)

1047 (message.body - Re Vitals-0.msg)

acted for both Vendor and Purchaser in the sale as there was no reference to any other legal advisor acting for Taomac in the deal.

53. *We believe that the 'true' ownership of the cyclotron project may not ever have shifted away from Shaukat Ali and the VGH investors and that consequently Taomac Ltd, despite being the first shareholder of MTrace P.L.C. on paper, was in fact only ever a 'nominee' holder of the shares.*

54. *Our reasons for this are as follows:*

    i. *Taomac only invested a nominal amount of 25% of the issued share capital of €250,000, a mere €62,500, into the project. The actual payment of the share capital amount was lodged late on 13 January 2016, over a month post incorporation, and only 25% of the nominal value of the share capital was introduced by the shareholder. This was despite the statutory requirement stated as a condition of the government grant aid prescribing fully paid-up equity investment in the company.*

    ii. *According to the bank account of MTrace, Taomac did not invest any other funds into the company after that date.*

    iii. *Taomac sold the MTrace shares to VGH/VPL in October 2016 for the exact same amount it had invested over nine months previously despite preparing business projections showing substantial net profit by Year 5 of the project of circa €1.496M on turnover of €3.6m. [1048] The Due Diligence report prepared by Grant Thornton and submitted to the directors on 9 March 2016 showed projected future annual turnover rising to €4.4m by 2026 with annual Earnings Before Interest Depreciation Tax and Amortisation, 'EBIDTA', of €2,039M. [1049]*

    iv. *Why would Taomac sell such potentially valuable shares for 25% of the nominal value of the share capital. This did not make commercial sense. Unless Taomac had in fact only ever been a 'de facto' shareholder 'holding' the shares safely until the VGH investors would receive the money to progress the project. This could only occur when VGH obtained final clearance for the hospital concession funding to flow into it coffers.*

55. *We consider that the 'transfer' of ownership of the company from Taomac to VPL in October 2016 appeared unusual and suspect for several reasons other than the share price:*

1048 (Archived[8].pdf - Page 658)

1049 (MTrace P.L.C ODR_v14_delivered.pdf - Page 44)

a) *The timing of the share transfer from Taomac to VPL coincided with the receipt of the first flow of funds into the VGH bank account from the hospital concession.*

b) *The share transfer was executed in the name of a Jersey corporate entity, VPL, even though all parties (including Malta Enterprise) were aware that the purchase monies came from the Maltese company, VGHM.*

c) *Because of the magnitude of the capital grant awarded to the company, and according to the stipulations set out in the formal Letter of Offer, [1050] the transfer of ownership required the prior consent of the Government of Malta acting through Malta Enterprise. Despite a letter provided by Mario Galea, CEO of Malta Enterprise, which was attached to the Share & Purchase Agreement at Annex B, this consent was not considered until a meeting of the Board of Malta Enterprise held on 2 November 2016, after the share transfer had completed. [1051]*

d) *The amount paid by VGH of €62,500 to the exiting shareholder was exactly the same amount that the 'shareholder' had invested in the company which represented only 25% of the issued share capital. This was despite the fact that the exiting shareholder Taomac, the Vendor, had on paper the skill set and expertise in the sector that VPL/VGH, the Purchaser, did not have and despite the fact that the report prepared by Grant Thornton in early March 2016, seven months earlier, projected substantial future profitability with turnover levels rising to over €4.4m with EBITDA of €2.039m by 2026. [1052]*

Grant assistance of 69% of total Cyclotron Project Cost valued at €6.9M

56. On 9 December 2015, there was a letter addressed to Guiseppe Musarella as Director of MTrace P.L.C. from Mario Vella of Malta Enterprise approving both the allocation of the industrial space in the Life Sciences Park and a soft loan of €4,765,000. [1053]

57. The letter of Intent referred to earlier correspondence dated 12 November 2015 and to the submission of a business plan dated 23 February 2015 originally submitted by Dr Josie Muscat. Following Dr Muscat's withdrawal from the Cyclotron Project, the letter stated that Mr Musarella:

"confirms and endorses the original business plan dated 23 February 2015"

1050 [MTRACE_COMECER AGREEMENT SOFT LOAN AGREEMENT – O.msg--Letter of Intent Malta Enterprise.pdf]

1051 [BOARD MEETING No11 of 2016_111116.pdf]

1052 [MTrace P.L.C DDR_v14_delivered.pdf - Page 44]

1053 [Letter of Intent Malta Enterprise.pdf]

and referred to meetings held with officials of Malta Enterprise. (By deduction those meetings must have occurred between 23 February 2015 and 12 November 2015). The Letter of Intent offered the company the lease of the industrial site with requisite planning permission and the soft loan of 69% of a total project cost of €6.9M on condition the company had minimum issued and paid-up share capital of €250,000. At that date only 25%, €62,500, of the share capital had been paid up.

58. *On 21 December 2015, there was an agreement signed with Malta Enterprise, 'ME', for the lease of industrial space at the Science Park. ME granted the company a loan of €4.76m to cover 69% of assets with a Project cost valued at €6.9m. [1054]*

59. *When VPL were buying over the company later in 2016, Deborah Chappell (representing VGH/VPL in the purchase) in her email of 14 October 2016 to Brian Bondin requested a copy of the Letter of Intent signed between Musarella and Malta Enterprise which was missing from her file of documents. [1055]*

60. *Just prior to the completion of the sale, on 25 October 2016 Brian Bondin, CEO of MTrace P.L.C. wrote to Malta Enterprise plc requesting the consent of Malta Enterprise to the transfer of the shares to the Jersey company, Vitals Procurement Ltd. [1056] The letter referred to an earlier Letter of Intent dated 9 December 2015 between Malta Enterprise (Mario Galea) and MTrace P.L.C. (Guiseppe Musarella). The content of that letter of intent included the approval of government assistance regarding the project in the form of allocated industrial space within the Malta Life Sciences Park and a soft loan of up to four million seven hundred sixty-five thousand euro (€4,765,000) subject to a number of conditions set out in that letter. [1057]*

Malta Enterprise consent to change in ownership was post transfer

61. *On 23 November 2016, there was an email from Jesmond Silvio (of Malta Enterprise) to William Wait (Chairman of Malta Enterprise) [1058] attaching minutes of 2 meetings – Board meetings 11 and 12 of 2016 held on 2 November 2016 and 4 November 2016 respectively. He asked William Wait, as Chairman of Malta Enterprise, for his feedback on the*

1054 [MTrace P.L.C DDR_V14_delivered.pdf - Pages 12 and 17]

1055 [message.body - FW M Trace _ Takeover.msg]

1056 [DOC261016 – 26102016105135.PDF.pdf]

1057 [Letter of Intent Malta Enterprise.pdf]

1058 [Draft Minutes from Crane Currency Board Meeting.msg]

content of the minutes prior to submitting them for approval to the remaining board members at their next meeting (to be held the following week).

62. *In Item 1 in the minutes of the first meeting held on 2 November 2016, Mario Galea addressed the Board and presented the contents of a paper re MTrace P.L.C. regarding the change in ownership and the support and soft loan. The Board members resolved to approve the change in ownership of 95% of the shares and the approval of the soft loan of €4,765,000. [1059]*

63. *The minutes of the Board meeting of Malta Enterprise on 2 November 2016 (Meeting 11) retrospectively approved the share transfer that had already been transacted on 27 October 2016. It is evident from the chronology of these events that the legal team transacting the share transfer could not have had formal Board consent from Malta Enterprise prior to completion of the transaction. There had to have been prior approval given by Malta Enterprise to the legal advisors acting for VGH/ Ram Tumuluri.*

64. *We note from the copy of the executed Sale and Purchase Agreement that there was a letter attached at Annex B from Malta Enterprise dated 26 October 2016, addressed to Mr Musarella, as director of MTrace P.L.C., and signed by Mario Galea as Chief Executive of Malta Enterprise stating that Malta Enterprise had approved the requested change in shareholding structure to VGH (C70546) (95%) and Mr Andrea Marsili (5%). [1060] This letter is not in accordance with the date on the Minutes of the Board Meetings of Malta Enterprise.*

65. *In other words, it would appear that the consent to the change of ownership to VGH was a 'done deal' before formal Board consent was obtained from Malta Enterprise.*

66. *Also worthy of note was that the letter from Malta Enterprise signed by Mario Galea and dated 26 October 2016 actually gave approval for the transfer of the shares to the wrong company. The company named in the letter from ME was the Maltese company VGH - Vitals Global Healthcare Ltd (VGH) – C70546 – and not the Jersey company Vitals Procurement Limited Reg No. 122287 who was the named Purchaser in the Contract. This is of significance as it was the Maltese company VGH which actually paid for the shares (See Footnote 32). On the same date as the purchase by VPL, on 27 October 2016, Spiteri drafted a letter confirming that the transfer of the shares from Taomac to Vitals Procurement Ltd was tax exempt. [1061]*

1059 [BOARD MEETING No11 of 2016_111116.pdf]

1060 [RE VITALS- L.MSG-MTrace_SPA_011116_Executed.pdf - Page 53]

1061 [exempt Certificate vitals.doc]

Conclusions on the sale of MTrace to VPL

67. *In our opinion, the 'transfer' of ownership of the company from Taomac to VPL appeared unusual and suspicious for a number of reasons:*

i. *The timing of the share transfer from Taomac to VPL coincided with the receipt of the first government funds into the VGH bank account from the hospital concession.*

ii. *The purchase share transfer was executed in the name of a Jersey corporate entity, VPL, even though all parties were aware that the purchase payment was from a Maltese company, VGHM.*

iii. *Because of the magnitude of the capital grant awarded to the company, the transfer of ownership required the prior consent of the Government of Malta acting through Malta Enterprise. This consent was not considered until a meeting of the Board of Malta Enterprise held on 2 November 2016, after the share transfer had completed. [1062]*

iv. *The amount paid by VGH of €62,500 to the exiting shareholder was exactly the same amount that the 'shareholder' had invested in the company which represented only 25% of the issued share capital. This was even though the exiting shareholder, Taomac, the Vendor, had the skill set and expertise in the sector that VPL/VGH, the Purchaser, did not have and despite the fact that the valuation report prepared by Grant Thornton in early March 2016, seven months earlier, showed substantial future profitability.*

v. *The tax-exempt nature of the transaction appears to have been confirmed on the same day as the share transfer took place implying that CIR Revenue Commissioners must have had considerable prior notice of the transaction.*

Increase in Paid up Share Capital from €62,500 to €250,000

68. *There were email exchanges between Deborah Chappell and Saba Abbas on 24 January 2017 requesting that the share capital must be increased in order to obtain the grant funding. [1063]*

69. *On 31 January 2017, MTrace P.L.C. passed an Extraordinary resolution increasing the paid up Share Capital of the company from €62,500 (25%) to €250,000 (100%) and adopted a new Memorandum & Articles for the company. [1064]*

1062 (BOARD MEETING No11 of 2016_111116.pdf)

1063 (message.body - Re: MTrace P.L.C-increase paid up share capital 100%-2.msg)

1064 (ext.resolution.inc(22).doc)

70. *On 24 January 2017, VGH had paid €200,000 to MTrace P.L.C.. The payment was described by VGH on the face of the banking instructions as an "Advance Payment Procurement - payment for tracers". Although this amount of €200,000 is slightly more than the amount of €187,500 required to pay up the Issued share capital of the company, we believe that this payment from VGH to MTrace must have included the increase in the paid-up share capital to bring it up to the required level as these were the only monies lodged to MTrace bank account from any source at this time. (See Appendix 2.82 - MTrace P.L.C. Bank account analysis.)*

71. *We also note that the financial accounts for year ended 31 December 2017 showed Issued and Authorised Share Capital of €250,000 – fully paid up. [1065]*

72. *There is an anomaly noted in the share capital as shown in the financial accounts for year ended 31 December 2016. The Issued share capital is shown as €250,000 yet it is clear from both the email exchanges noted above and the bank transactions that the share capital was not 'paid up' until after the 2016 financial year end. The management accounts for September 2016, a few months prior to year-end, showed share capital of €62,500 – 25% paid up and Grant Thornton also noted in their Due Diligence report that this was the case. We assume that the issued share capital may have been overstated - shown as paid up - in the 2016 accounts for the purposes of grant funding applications as it was a prerequisite for public funding.*

Possible grant and Invoice discounting fraud by Technoline & Comecer to assist VGH to fund MTrace

73. *To fulfil the terms of its Letter of Offer regarding the Soft Loan and the construction contract, MTrace P.L.C. was required to show private equity investment of 31% of the total projected project costs of €6,900,000 in order for the government to fund the remaining 69% of the total project cost. This was clearly stated in the Letter of Offer between Malta Enterprise, GOM, and MTrace P.L.C..*

74. *However, by cleverly using the public concession funds available in VGH as the 'private equity investment' element of the project costs, the investment project could be 100% funded with public monies and completed without need for any external cash injection. It was quite some feat to manipulate the position so that even the private equity injection (the 31%) would also be sourced from government funds – albeit routed in a paper trail circuitously through VGH/ VPL Jersey. The project would end up 100% publicly funded, despite being 100% privately owned, with all profits flowing back to the equity shareholders who had in reality at that date of purchase paid only a nominal amount of 25% of the share capital of the company.*

1065 [Batch TP76 MTrace P.L.C BOX3 SFX40000882032032210235 3]

75. *The main contractor selected for the cyclotron construction project was the Italian company, Comecer. We have not included the detail of the Comecer contract / project costs in this appendix. We have simply highlighted specific points in this appendix which we believe to be relevant to the inquiry.*

76. *The Comecer construction contract in MTrace was not to be 100% grant assisted. In common with most grant aided projects, Malta Enterprise required MTrace or its owners to introduce 31% of the funds as a 'deposit' or equity investment element of the funding, to be paid from the company's own resources and not sourced from public funds. Once the invoiced costs had been paid, MTrace could apply for the 69% grant assistance based on the approved total project costs.*

77. *Documents provided to the inquiry by Malta Enterprise included a letter dated 6 March 2017 from VGH to Malta Enterprise which stated that VGH Ltd was lending the sum of €2.139M to MTrace plc by way of shareholders loan [1066].*

78. *The issue was that, in September 2017, neither VGH nor MTrace P.L.C. had the funds with which to pay the second tranche of costs owed to Comecer. And unless MTrace could prove it had paid 31% cost it could not claim the 69% grant aid from Malta Enterprise.*

79. *MTrace actually funded part of the construction work and paid Comecer through Technoline. We will outline the method used in greater detail below. This did not fulfil the statutory requirement for government grant assistance. We will show that, certainly in respect of one tranche payment invoice, MTrace paid nothing out of its own resources to anyone in respect of the invoice. This was done as follows:-*

    i. *Comecer fraudulently invoiced Technoline rather than MTrace for the second tranche of the construction work.*

    ii. *Technoline then invoiced VGH with a further fraudulent invoice and used its Invoice Discounting facility with BOV to draw down money against that invoice.*

    iii. *Technoline used the money so obtained to pay Comecer for its construction work for MTrace.*

    iv. *VGH eventually paid Technoline out of concession funds fraudulently misrepresented as payment for a supply of goods or services from Technoline to VGH.*

    v. *The VGH concession funds also repaid the money fraudulently drawn down on the BOV Invoice Discounting facility.*

1088 - 20170317 Claim 1.pdf - Page 6

80. *The receipted invoice from Comecer (marked 'Paid') was then used by MTrace P.L.C. as proof they had paid the invoice representing 31% of the total contract price and allowed MTrace to in turn demand from Malta Enterprise the balance of the grant assistance of 69% of the 2nd tranche of the contract costs of €2,070,000. If MTrace had not paid Comecer 31% (or €635,500) – which we know it did not – as it was actually paid by Technoline/VGH - then Malta Enterprise would not have released the balance of 69% grant aid to MTrace.*

81. *We believe that this may constitute potential grant fraud by all the parties involved in this convoluted scheme – namely Mario Gatt and Ivan Vassallo of Technoline, Saba Abbas and Ram Tumuluri of VGH, Brian Bondin of MTrace P.L.C., their legal advisor Deborah Chappell and Comecer the construction company who raised the dummy invoice to Technoline to start the scheme rolling. All these parties assisted in the false accounting required to perpetrate the alleged grant fraud and the BOV Invoice Discounting facility manager on the VGH/Technoline account appeared to also be fully aware of the nature of the transaction and that it was not a legitimate commercial transaction between VGH and Technoline which was being funded via their facility.*

Involvement of Deborah Chappell and Mario Gatt in the possible fraud

82. *On 14 September 2017, Deborah Chappell emailed Mario Gatt, Accountant at Technoline, setting out the mechanisms for how Technoline was to be invoiced by Comecer for the work it had carried out for MTrace P.L.C.. There was no commercial trading relationship between Technoline and MTrace P.L.C. or between Technoline and Comecer at that time. [1067]*

83. *On 15 September 2017, Mario Gatt queried Deborah Chappell how he was to describe the payment from Technoline to Comecer to the bank (BOV) as he was obviously concerned at what the bank would make of such a large payment to an Italian company which was not a supplier of Technoline. He stated: "there is little detail – "advance on project MTrace" – do we have any other documentation to present? I'm hesitant to present this to BOV, it might raise questions". [1068] He copied his email to Ivan Vassallo on the same date.*

84. *On 14 September 2017, Comecer provided the description of the work done for the invoice to Deborah Chappell, who in turn forwarded it on to Mario Gatt, Ram Tumuluri and Ivan Vassallo. [1069] Comecer invoiced Technoline an amount of €635,500 and the invoice narrative set out:*

1067 [120080.partial.emlx]

1068 [120080.partial.emlx]

1069 [106064.emlx]

"achieved for hot cell delivery related to the contract with MTrace for the supply and installation of the New Cyclotron facility inside Life Science Park in Malta for the production of radio pharmaceuticals element for human use". [1070]

85. *On 15 September 2017, there was a Purchase Order raised by Technoline for €635,500 emailed to Comecer for the same project milestone as invoiced by Comecer to Technoline the previous day. This was in itself unusual – the purchase order would normally precede an invoice/ request for payment. In this instance, it was clear that Technoline intended to use its VGH Invoice Discounting Facility in place with BOV to use the Pro Forma invoice from Comecer to 'call down' funds using this 'fictitious' invoice raised by Comecer to Technoline. Technoline received no consideration for this invoice either from MTrace P.L.C. or from Comecer; it was a potentially fraudulent means of using their debtor financing account to fund a payment to Comecer on behalf of MTrace P.L.C.. [1071]*

20% profit margin taken from Concession funds

86. *Also on 15 September 2017, Technoline issued an Order Acknowledgement to VGHM Ltd in the amount of €762,600 referenced to the same purchase order / invoice from Comecer. This represented a 20% uplift applied by Technoline for funding the transaction for VGH. [1072] On the same date, Technoline also issued a Pro-Forma Invoice for the same amount addressed to VGHM Ltd. VGH therefore paid Technoline for the inflated invoice out of government funds.*

Conclusions on the Comecer transactions

87. *The commercial outcome of the transaction was –*

    i. *Comecer was paid in full for the 2nd tranche of the contract (by Technoline not by MTrace).*

    ii. *Technoline was paid in full plus made a 20% profit (by VGH out of public funds);*

    iii. *VGH used hospital concession funds to pay Technoline to in turn pay Comecer;*

    iv. *The fact that Comecer was paid the €635,500 meant that MTrace P.L.C. could then claim the balance of the government grant assistance of 69% of the total contract price of €2,090,000 in respect of this 2nd tranche from Malta Enterprise.*

1070 (pro-forma invoice 17 2826.pdf)

1071 (poporder.pdf)

1072 (S-CON-VRHK38L – 110685.pdf)

88. *The 31% portion of the contract costs as set out in GOM's Letter of Offer which was supposed to be funded in tranches by 'private' equity investment was actually being funded by public concession funds - albeit routed via VGH/Technoline/Comecer.*

89. *The invoice raised by Comecer to Technoline was potentially fraudulent as the goods & services related to an entirely separate company namely MTrace.*

90. *So too was the invoice subsequently raised by Technoline to VGH which in reality related to the work done by Comecer for MTrace.*

91. *The purpose of carrying out this transaction via Technoline/ VGH was to ensure that VGH could use the public funds provided by Government of Malta for the hospital concession to subsidise its investment in MTrace P.L.C..*

92. *Even the element of MTrace P.L.C. project costs which was not eligible for grant assistance (the 31% which should have been privately funded) was in reality actually paid out of government funds using a circuitous route via Technoline and VGH.*

93. *In our opinion, this transaction could potentially represent misappropriation of public funds, false accounting and grant fraud.*

Malta Enterprise queried the Comecer payment

94. *On 3 October 2017, Joseph Zammit of Malta Enterprise emailed Brian Bondin and queried the invoice he had been sent regarding the 2nd tranche Comecer payment. He had been sent an invoice for €2,070,000 and calculated that the MTrace P.L.C. element which should have been paid was €641,070 (31% paid by Company and 69% grant funded by Malta Enterprise). The actual amount paid to Comecer was only €635,500 – which was €6,200 short. He also queried why there were 2 different invoices referred to – one dated 18 July 2017 and one dated 14 September 2017 and he also wanted evidence that the plant and related material had actually been shipped. [1073]*

95. *There was an email exchange between Deborah Chappell of VGH and Brian Bondin of MTrace P.L.C. regarding how to deal with the queries raised by Joseph Zammit of Malta Enterprise, 'ME', about the Comecer payment . Deborah Chappell suggested a form of words to explain the involvement of Technoline in the payment process – and to explain the issue of an updated invoice on 14th September 2017. [1074]*

1073 [FW_ Wire Transfer_(1).msg]

1074 [RE Wire Transfer .msg]

96. *On 7 December 2017 there was an invoice from Comecer to MTrace for €2,070,000 [1075] relating to:*

    "contract agreement dated 21 December 2016"

    for

    "Invoice for the third milestone achieved related to the contract with MTrace for the supply and installation of the New Cyclotron Facility inside Life Science Park in Malta for the Production of radio pharmaceuticals element for human use".

97. *In what may have been intended to be another instance of invoice discounting fraud, on 11 January 2018 (immediately prior to the takeover by Steward), there was an email from BOV to Mario Gatt which stated that they shall be moving forward to settle the MTrace invoice for €635,815.98 No. IF361 using the Invoice finance facility. [1076]*

98. *On same date Mario Gatt then emailed Elaine Bridge, Mark Lisher (both of VGH) stating they have received €1M payment and that Cyclotron will be settled out of this €762,000. [1077] Mario Gatt confirmed that Technoline had received the €1M and set out how it was to be used: '€762,000 re M-Trace payment – factored at BOV, €238,000 as payment on account on GGH/KGH accounts...'. [1078]*

The acquisition of VGH by Steward brought into question the money spent on MTrace

99. *On 24 January 2018, Armin Ernst emailed (from his Steward email account) to Keith Schembri (Gmail account) and Shaukat Ali:*

    "I suggested to Ram that we want to take these companies (technoline and mtrace) but if he does not give them to us in the transaction, then the money used from concession money has to be considered a loan payable back into the concession. It is his call, as the companies do not sit with VGH Malta, but with Jersey entities. If he wants to keep the companies we will make the loan conditions so tight and use the companies as security, that he will default and we will take over the assets sooner rather than later." [1079] [1080]

100. *That email is in fact what happened as VPL granted a Call Option over the MTrace P.L.C. shares at the date of the VGH sale and that call option was subsequently exercised in August 2018 by Steward. However, the*

1075 [Invoice No 3.pdf]

1076 [88603.partial.emlx]

1077 [88514.partial.emlx]

1078 [43343.emlx]

1079 [Project Haven - note of the agreements reached - 22 to 24 January 2018.docx]

1080 [806403.partial.emlx]

inclusion of Shaukat Ali as a recipient of the email is again suggestive of his involvement in MTrace.

101.On 7 February 2018, Malta Enterprise emailed Ram Tumuluri asking whether VGH intended to retain its shareholding in MTrace or whether it would be acquired by Steward Healthcare. [1081]

102.On 16 February 2018, when Stewards bought VGH, the SPA stipulated that VPL would sign up to a call option over the shares in MTrace P.L.C. as part of the SPA. The terms of the call option stipulated that if VPL did not, or could not, repay the monies it had borrowed to invest in MTrace P.L.C. then Stewards could exercise a call option and take over ownership of the shares from VPL. We note that Steward held a similar call option over the shares of Technoline as collateral security for the Gateway/ Technoline loan (see appendix 2.05).

Change of ownership of MTrace P.L.C. - VPL to Steward via exercise of Call Option

103.On 14 August 2018, by letter addressed to the Directors of Vitals Procurement Ltd in Jersey (which stated - By email only : ram.tum1@gmail.com), Steward Health Care International Ltd exercised their Call Option over the shares in MTrace P.L.C. granted to them on 16 February 2018 (when Stewards bought VGHM). This had been the backstop provision in the SPA to cover the eventuality that VPL would fail to, or be unable to, repay the monies owed to VGH by VPL. [1082]

104.So, in the purchase of VGH in February 2018, Stewards forced the money invested in MTrace to be treated as a loan owed by VGHM to VPL. As security to get repaid the money, Stewards obtained a call option over the MTrace shares. By August 2018, Stewards had called in that option and by 14 August 2018, Steward Healthcare International owned the shares in MTrace P.L.C. and therefore the business that had been exclusively funded from public money, outright.

How was the Investment in MTrace P.L.C. recorded in the audited financial accounts of the concessionaire, VGHM?

105.It is clear from the financial records and nominal ledger of VGHM in the financial years ended 31 December 2016 to 31 December 2019 that the monies invested by the concessionaire in MTrace P.L.C. were not recorded as a loan made by VGHM to the Jersey based company VPL. From the outset, the monies invested in MTrace P.L.C. were recorded in the accounting records/ nominal ledger and trial balance of VGHM as an investment made directly by VGHM using concession funds. We have traced the details of this year by year in the paragraphs below.

1081 [message.body - Investment in Cyclotron.msg]

1082 [Malta – Mtrace Exercise Notice.pdf]

2016

NL account	*#2112*	*Loan - MTrace*	
Date	*Details*		*€*
28/10/2016	*Taomac (paid for shares)*		*62,500.00*
05/12/2016	*Brian Bondin's salary*		*2,700.00*
20/12/2016	*Brian Bondin's salary*		*5,172.46*
Total	*Balance owed as at 31/12/2016*		*70,372.46*

106. On 19 December 2016, there was an email from Brian Bondin to Ram Tumuluri and Saba Abbas regarding a draft letter he would like to send to all the unpaid creditors of MTrace to inform them of the change of ownership of the company from Taomac to VPL in October 2016. In the message, Bondin referred to the purchase of the company by "VGH Procurement". [1083]

2017

107. As at the financial year ended 31 December 2017, the balance invested by VGHM in MTrace was shown in the nominal ledger as a loan receivable re MTrace in the amount of €1,707,345. [1084] [1085]

M Trace PLC loan account in books of VGHM Ltd			2017
			€
Balance b/fwd 31/12/2016			70,372
Net bank transfers from Bluestone to MTrac		BLUESTONE BANK A/C	70,000
24/01/2017	share capital + w. capital	VGH	200,000
09/02/2017	Comecer No 10	VGH	641,700
19/04/2017	osprey insurance		6,707
28/09/2017	Baldachinno		7,084
06/10/2017	transfer of funds	VGH	20,000
04/11/2017	transfer of funds	VGH	50,000
			1,065,864
31/12/2017	Supplier adjustment	Technoline payment via VGHM	635,500
	legal fees		7,200
			1,708,564
	Unexplained		- 1,219
31/12/2017			1,707,345

1083 [message.body - Fwd-2.msg]

1084 [KG extended 1b 17.xlsx]

1085 [BATCH C527 STEWARD MM 5158 DB6000025202308100061007.pdf - Page 461]

108. *As can be seen above, in an extract from the accounting entries in the nominal leger of VGHM Ltd, this balance of €1,707,345 mainly comprised:*

i. *Share capital of €250,000 (Paid €62,500 + €187,500 = €250,000)*

ii. *two milestone payments of c.€641,500 to Comecer, the cyclotron construction company (one paid out of the VGH bank account and the other was a journal entry reflecting the payment to Technoline of the same amount;*

iii. *salary paid to Brian Bondin, CEO of MTrace P.L.C., and*

iv. *working capital funds transferred to MTrace bank account to pay other suppliers/ expenses.*

109. *However, when it came to finalising the 2017 audited accounts of Steward Malta Management Ltd, in an email dated 23 October 2019 the auditor Chris Spiteri summarised a meeting he had had with Armin Ernst, Miroslav Boyanov and Saba Abbas and they agreed a number of amendments to the 2017 accounts which had been prepared by Spiteri. Among those amendments they agreed the following changes:*

"we have set off the Technoline loan of €5,040,000 and the debit related company balance with MTrace Ltd of €1,707,345 with the credit related company balance with Bluestone Investments Malta Limited..."

110. *This amendment was significant as it effectively took the two investments in Technoline and MTrace off the face of the balance sheet as assets of Steward Malta Management and instead showed them as a reduction in the amount Steward owed to Bluestone Investments Malta Ltd. The financial effect of this was neutral (an asset was shown instead as a reduction in a liability) however it meant that the financial accounts concealed the fact that concession funds had been used to fund the investments. [1086]*

111. *It is possible that Mr Spiteri agreed to do this as a result of his earlier agreement to prepare the accounts and perform the audit of the VGH group companies without raising any issues (appendix 4.10).*

112. *As noted in appendix 1.21, [1087] Saba Binte Abbas prepared a report in November 2017 on the Misappropriation of funds from the Concession companies. In that, she estimated the figure misappropriated in relation to MTrace to that point as follows:*

1086 (message body - Steward group audits 3.12.17.msg)

1087 (Report of Misapp of P Funds_RT.docx)

VGH has received an amount of Euro 49.57M from the GOM from June 16 till Dec 17. The basic objective of these funds was to deliver improved healthcare services in Malta and Gozo but the major portion of funds received (21% = Euro 10.5M) was used to acquire the companies during the first year of operations. In addition, after acquisition of the entities, their cash flows were also managed by using the public funds received under Service Concession...Amount Spent on Mtrace = Euro 1.5 Million (approx.)

2018

113. As at 31 December 2018, the audit file of Steward Malta Management Ltd (formerly VGHM) from Chris Spiteri's office showed an opening balance of €1,707,345 at the beginning of that financial year owed to Steward in respect of MTrace P.L.C.. [1088] There was no mention of VPL in this Nominal ledger account – the 'Account Receivable' was called "Intergroup – MTrace". This is further evidence that the investment in M Trace plc was accounted for as a direct investment between VGHM and MTrace in the financial accounting records of Steward and not in the books and records of VPL, the Jersey entity.

114. The main transactions during 2018 as shown in this account were payroll related payments and an amount of €7,080 paid to Emanuel Baldacchino for waterproofing the laboratory. The closing balance as of 31 December 2018 was stated to be €1,904,858 (as per Nominal Ledger balance of £1,771,929 plus an audit adjustment of €132,929). [1089]

115. In Chris Spiteri's 2018 audit file, there was also an email from Miroslav Boyanov dated 23 January 2020 which referred to the 2018 audit of MTrace P.L.C. and provided a useful breakdown of the Intercompany balances shown in the MTrace financial statements splitting the balance owed by MTrace P.L.C. to Steward Malta Management Ltd and to the US Parent company as follows: [1090]

Owed by MTrace P.L.C. to SMM	***€***
Funds expended to Capital & Operating Vendors on the Cyclotron Project	*1,709,272*
Salaries paid to MTrace P.L.C. employees by SMM	*195,586*
Closing Balance owed to VGHM as at 31/12 2018	***1,904,858***
Legal, Travel & Management time charged by US Parent Company – Steward International	*693,500*
Owed to Related Parties as per Note 7 of the 2018 accounts	*2,598,358*

1088 [BATCH CS27 STEWARD MM S158 DB6000025202108100610O7.pdf - Page 443]

1089 [Steward extended tb 18.xlsx]

1090 [BATCH CS27 STEWARD MM S158 DB6000025202108100610O7.pdf – Page 459]

2019

116. *As at the financial year ended 31 December 2019 the balance invested by VGHM in MTrace P.L.C. was shown as having increased from €1,904,858 to €2,598,358. This appears to have been mainly due to the salary costs paid to Brian Bondin. [1091]*

2020/ 2021

117. *As at the financial year ended 31 December 2021, Steward Malta Management had sold MTrace P.L.C. and there was no balance shown as owed by the company in the draft NL.*

118. *The accounting records of VGHM for all these years therefore treated the Concession funds used to purchase MTrace and to fund its development as part of the transactions of VGHM. They were not recorded in an intercompany account with VPL.*

Review of MTrace Accounts

119. *A summary of the audited financial accounts for MTrace P.L.C. is attached at Appendix 2.81. The business operations of the company remained under development in the years from 2016 to 2020 and therefore there was no revenue generated in the period and there were no repayments of capital or interest on the soft loan owed to Malta Enterprise.*

120. *The key balance sheet figures are extracted in the table below:*

MTRACE PLC	Year ended 31 December				
	2016	2017	2018	2019	2020
	€	€	€	€	€
Property, plant and equipment	39,164	7,515,920	7,515,920	7,515,920	7,515,920
Current Assets	253,263	183,746	444,818	408,269	22,477
Total Assets	292,427	7,699,666	7,960,738	7,924,189	7,538,397
Malta Enterprise Soft loan	-	2,856,600	4,357,040	4,506,278	4,619,327
Bank overdraft	-	-	5,678	5,679	-
Payables Comecer & others	221,619	3,398,978	1,721,179	1,387,881	1,135,205
Owed to Steward Group	-	1,429,089	2,598,358	2,765,712	2,701,577
Total Liabilities	221,619	7,684,667	8,682,255	8,665,550	8,456,109
Net Assets	70,808	14,999	(721,517)	(741,361)	(917,712)
Share Capital	250,000	250,000	250,000	250,000	250,000
Accumulated Losses	(179,192)	(235,001)	(971,517)	(991,361)	(1,167,712)
Net Assets	70,808	14,999	(721,517)	(741,361)	(917,712)

121. *One of the key points to note is the line "Owed to Steward Group" representing the net funds advanced to MTrace by VGH / Steward. By 31 December 2020 this totalled €2,701,577. We discuss our findings in relation to this below. However, it appears that these funds were diverted from Concession monies and that Steward International became the*

1091 [Steward extended tb 2019 Totals.xlsx]

ultimate recipient of them when they were effectively repaid this balance (less the insolvent balance sheet total) when MTrace was acquired by Malta Enterprise. The payment from Malta Enterprise did not go to Malta but to Steward in the US.

122. *The company also did not use the soft loan funds it drew down from Malta Enterprise for the purpose for which the funds were intended - to pay Comecer its 3rd tranche payment. This liability, and amounts owed to other suppliers, was still outstanding at the date the company was taken over by Steward from VPL. As part of the negotiated sale process with Malta Enterprise, Steward agreed to pay off certain of the pressing trade suppliers, Baldacchino and Actif, on the undertaking Malta Enterprise would take over the contract with Comecer and pay the 3rd tranche and finish out the works.*

Payments through VGHM / SMM bank account

123. *The bulk of the company's expenditure was paid out of the bank account # 40023647549 of VGHM/ Steward Malta Management Ltd and recorded in that company's financial records in the nominal ledger account code 2211 – 'Loan-MTrace'.*

124. *The bulk of the expenditure was incurred in year ended 31 December 2017 by VGH as can be seen by the year-end balance on the M Trace loan account:*

VGHM Ltd / Steward Malta Management Ltd ***Year ended***	***Document source***	***Balance owed by MTrace P.L.C.*** ***€***
31/12/2016	*[]*	*70,372*
31/12/2017	*[]*	*1,707,345*
31/12/2018	*[]*	*1,904,858*
31/12/2019	*[]*	*2,061,409*
31/12/2020	*[]*	*2,376,187*

Financial transactions in 2017 through Bluestone Bank account

125. *The Bluestone Euro bank account number 40023647510 shows twelve transactions in 2017 identified as loans to and from MTrace P.L.C.. The net amount advanced to MTrace by Bluestone in the period from 3*

January 2017 to 18 August 2017 was €70,000. [1092] This will have been included in the balance on the intercompany account shown in the balance sheet of VGHM.

Stewards Parent company invoiced group management charges to MTrace P.L.C.

126. On 18 April 2018, Saba Abbas, financial accountant with VGH/Steward, drafted an invoice from Steward Malta Management Ltd to MTrace P.L.C. in the amount of €2,950,000 (€2,500,000 plus vat €450,000) in respect of an allocation of the group corporate service charges to the company. [1093] The invoice did not provide any detail to support the allocation of such substantial costs to the company.

127. This charge by Steward was dated in early 2018 when there was a clear expectation of a successful onward sale of MTrace P.L.C. to a third party. This invoice was subsequently cancelled by way of a credit note on 12 September 2019 – over a year later when attempts to sell MTrace P.L.C. had run into difficulties. [1094]

128. On the same date, 12 September 2019, there was another invoice addressed to MTrace P.L.C. issued by Steward Malta Management Ltd #3224 in the amount of €1,169,269 plus vat at 18% of €210,468 giving a total invoiced amount of €1,379,737. [1095] This will have been included in the balance on the intercompany account shown in the balance sheet of VGHM.

Bank account operated by MTrace

129. The company operated a bank account with Bank of Valletta A/c no: 40023814204 from 18 January 2016 to 28 February 2018 although the bulk of its expenditure was paid through the VGH bank account. [1096] We assume that the bank account forms part of "Current Assets" in the balance sheet.

130. An analysis of the activity on this bank account is attached at Appendix 2.82. From this we note that the company received funds from the following sources:

	€
Taomac – Share Capital (later re-imbursed from VPL)	*62,500*
VGHM Ltd	*270,000*

1092 [Bluestone EUR USD.xlsx]

1093 [Mtrace invoice.pdf]

1094 [Mtrace invoice.xlsx]

1095 [Steward's invoice to MTrace_Sep 12, 2019.pdf]

1096 [batch tp 76 box 3 sfx 4 mtrace p000034201109071136544.pdf - Pages 61-68]

Bluestone Investment Malta Ltd – Net funds received	*70,000*
Malta Enterprise	*194,000*
Total	*596,500*

131. We assume that the amounts received from VGH / Bluestone form part of the balance shown as owed to VGH / Steward in the Balance Sheets shown above.

132. Payments to various trade suppliers and advisors totalling €574,023 were paid out of this bank account (see Appendix 2.82) leaving a balance of €22,477 at 28 February 2018 which was transferred out to close the account.

133. It is significant that out of the €596,500 lodged into the MTrace bank account (of which around €340,000 was out of concession funds from VGH/ BIM) only one small payment of €9,090 was made to Comecer – the construction contractor on the €6,900,000 contract. The other payments made to Comecer were paid directly either by VGH or by Technoline.

134. As at September 2019, Saba Abbas, Accountant for VGH/ Steward, summarised the payments that had been made to Comecer as follows:

Invoice	Date	Amount	Paid by VGH	Amount payable	Payment date
		€	€	€	
1	10/01/2017	2,070,000	641,730		09/02/2017
2	14/09/2017	2,070,000	641,700		25/09/2017
3	07/12/2017	2,070,000	-	641,700	Payable/ o/s
4	Uninvoiced	690,000	-	213,900	Payable/ o/s
		6,900,000	1,283,430	855,630	
				2,139,060	
				31%	

135. From this table, [1097] only two of the milestone contract payments of €641,700 were made and in fact the second payment in September 2017 is the payment that had to be 'engineered' to be claimed via the BOV invoice discounting facility in place between VGH and Technoline.

136. The third milestone payment of €641,700 and the final payment of €213,900 remained outstanding for over two years. Comecer, the construction company, had to call off the construction work, leave the site and threaten legal action throughout 2019 to finally obtain payment of these amounts. M Trace did not in fact pay these final contract sums as

1097 [Schedule of Comecer payments_ 17 till 19.xlsx]

they were paid by Malta Enterprise in early 2020 under the terms of their Purchase agreement with Steward. [1098]

Malta Enterprise Soft loan

137. As stated previously, MTrace was approved by Malta Enterprise, ME, for a loan of €4,765,000 representing 69% of the total Project Costs of building the cyclotron facility estimated at €6,900,000. An unaudited schedule from the data showing the movement on the Soft Loan account with ME in the period from 1 January 2017 to 31 December 2019 is set out below: [1099] The loan remained with MTrace so ME assumed it as per MOU.

M Trace soft loan		Opening balance	Drawings/Interest Charged	Repayments	Closing balance	Soft loan rate of Interest	Days	Interest payable
		Eur	(Dr) Eur	(Cr) Eur	Eur	%		Eur
1 March 2017 - 31 December 2017								
Opening balance	01-Mar-17	-			-	2.50		
Drawdown	14-Mar-17	-	1,428,300.00		1,428,300.00	2.50	13	-
Drawdown	09-Oct-17	1,428,300.00	1,428,300.00		2,856,600.00	2.50	209	20,446.21
Closing balance	31-Dec-17	2,856,600.00			2,856,600.00	2.50	83	16,239.58
			2,856,600.00	-			305	[illegible]
1 January 2018 - 30 June 2018								
Opening balance	01-Jan-18	2,856,600.00			2,856,600.00	2.50		
Interest charged for period July-Dec 17	28-Mar-18	2,856,600.00	36,685.79		2,893,285.79	2.50	86	16,828.55
Closing balance	30-Jun-18	2,893,285.79			2,893,285.79	2.50	94	18,828.00
			36,685.79	-			180	[illegible]
1 July 2018 - 31 December 2018								
Opening balance	01-Jul-18	2,893,285.79			2,893,285.79	2.50		
Interest charged for period Jan-June 18	17-Sep-18	2,893,285.79	35,454.55		2,928,740.34	2.50	78	16,457.28
Drawdown	03-Dec-18	2,928,740.34	1,428,300.00		4,357,040.34	2.50	77	15,446.10
Closing balance	31-Dec-18	4,357,040.34			4,357,040.34	2.50	26	8,355.97
			1,463,754.55	-			183	[illegible]
1 January 2019 - 30 June 2019								
Opening balance	01-Jan-19	4,357,040.34			4,357,040.34	2.50		
Interest charged for period July-Dec 18	12-Feb-19	4,357,040.34	39,259.34		4,396,299.68	2.50	42	12,533.95
Closing balance	30-Jun-19	4,396,299.68			4,396,299.68	2.50	138	41,554.07
	31-Dec-19					2.50	184	55,405.42
			39,259.34	-			180	[illegible]
Total interest due								[illegible]

138. MTrace therefore received €4,396,299 from Malta Enterprise. It did not make any repayments on the loan either Capital or Interest and at 31 December 2019 the balance owed by MTrace P.L.C. to Malta Enterprise as estimated on this schedule was €4,396,299 plus accrued unpaid interest of €220,893 – a total of €4,617,192. This loan remained unpaid when Malta Enterprise took over MTrace and we expect was written off by them although we have no information about this. We note that for some reason, as shown in the table in the preceding section, the audited financial statements showed a different balance of €4,506,278.

MTrace P.L.C. and VAT

1098 [Batch TP76 box 3 zfs 4 mtrace p000034202105071135 44.pdf - Pages 7-23]

1099 [Loan statement as at 30 June 2019.xlsx]

139. *On 28 December 2020, the Revenue Commissioners raised a Provisional Assessment in the amount of €380,263.19 plus surcharges against MTrace P.L.C. in respect of a vat return submitted for quarter ended 30 June 2018. It stated:*

"Following a credit control exercise, the above input vat is being deducted for failure to produce the required documentation".

140. *The bill raised on MTrace P.L.C. at that date was for €380,263.19 plus €76,052.64 in penalties. It is unclear whether this was the same VAT amount that was repaid a few months earlier to Steward - which they had used to settle outstanding creditors' claims. [1100]*

Steward's attempts to sell MTrace involved Accutor, IM-TT International Medi-Tech Trade SA and Cannapharm

Commission agreements with Marsili, Brincat & David Meli

141. *It is evident that on acquiring the hospital concession, Steward was seeking to sell MTrace P.L.C. and in furtherance of that they entered into commission agreements with various individuals involved in MTrace.*

142. *On 10 May 2018 there was an Agency Agreement between Armin Ernst and Andrea Marsili. Armin Ernst represented VGHM Ltd (C70624) (soon to be called Steward Malta Management Ltd) which held a share option over 95% of the shares in MTrace, and Andrea Marsili, as the holder of 5% of the MTrace shares on behalf of IBA. This agency agreement was to pay a commission of €250,000 to Andrea Marsili on a successful sale of the company MTrace to a third party. It is clear that at this date, Steward was still hopeful of a successful and profitable sale of MTrace P.L.C. to a third party. We also note that, as referred to below, at a much earlier date Andrea Marsili thanked Ram Tumuluri for VGH allowing him to become a 5% shareholder in the project. Marsili had been part of the original MTrace project team.*

143. *Attached to this signed Agreement with Marsili was an unsigned Agreement with Joseph Brincat dated 25 March 2018 also regarding commission payable if the company MTrace and all its assets was sold and set out commission rates payable to Brincat and others if this was achieved. [1101] (We note that Brincat also referred back to the original investors behind the project when he referred to Shaukat bringing him on board the project and introducing him to Tumuluri).*

144. *By August 2018, Steward had exercised their call option and called in ownership of the MTrace shares so that they had full title and could sell the company from that date forward as shareholder - without reference to VPL.*

1100 (BATCH TP76 MTRACE P,L,C BOX3 SFX40000882022032210235 3.pdf - Pages 14 and 15)

1101 (Agency Agreement & Agency Commission Agreement 25.03.2018.pdf)

145. *On 18 January 2019, there was a termination agreement drawn up with David Meli which included a clause that he would be paid €200,000 on the sale of shares in MTrace by Steward to a 3rd party. The Agreement was signed both by David Meli and by Miroslav Boyanov on behalf of Steward. [1102] [1103]*

Proposed sale to IM-TT International Medi-Tech Trade SA

146. *On 29 August 2018 there was a Memorandum of Understanding between Steward Healthcare International and IM-TT International Medi-Tech Trade SA, a company registered in Switzerland, in relation to the purchase of 95% of the shares in MTrace for the sum of €7,440,000. "Parties plan to sign the final purchase agreement within the end of September". [1104]*

147. *From 18 September 2018 onwards, there were telephone conversations recorded between David Meli, director of MTrace and Andrea Marsili, minority shareholder of MTrace, regarding the proposed sale of the company with Marsili enquiring as to progress getting the contract signed. [1105]*

148. *Following the MOU, on 6 October 2018, there was a Promise of Sale agreement signed between IM-TT International Medi-Tech Trade SA (Italy) and Steward Healthcare International Limited. [1106]*

149. *On 26 October 2018, the Swiss company withdrew from the sale. There was a letter from IM-TT International Medi-Tech Trade SA (Italy) to Steward Healthcare International Limited re a Promise of Sale Agreement which stated:*

"we are forced to renounce the Promise of Sale Agreement signed on 2018.10.06 in Milan". [1107]

150. *Despite withdrawing their Promise of Sale agreement in 2018, it appeared that negotiations with IM-TT International Medi-Tech Trade SA must have continued as, in the following year, on 11 July 2019, there was a further unsigned document called a 'final sale agreement dated 28 June 2019' with IM TT International Medi Tech Trade SA regarding the sale of MTrace P.L.C.. We note that this was after the break down of the attempt to sell MTrace to Cannapharm noted below.*

1102 [David Meli - Termination and Engagement Agreement - March 1 2019.pdf]

1103 [batch.cs29.stewardmm.s158.db5.10000023202108100959Z8.pdf - Pages 53-67]

1104 [Steward Healthcare -final purchase agr_29.08.2018.pdf]

1105 [chat -2004.txt]

1106 [Steward Healthcare - Promise of Sale Agreement.pdf]

1107 [batch tp 76 box 3 cfx 4 mtrace p000034201109071136Z4 - page 249]

MTrace assets invoiced to IM _TT International Medi-Tech Trade SA, MTR 481

(with payment to Accutor)

151. On 9 August 2019, there was an Invoice created by David Meli on MTrace P.L.C. headed paper addressed to the same company, IM _TT International Medi-Tech Trade SA, MTR 481 in the amount of GBP £220,000. [1108]

152. The narrative on the invoice stated that it was payment for the sale of equipment by MTrace which was still located at the MTrace premises. The payment terms requested payment to a bank account held in the name of the Swiss company Accutor Consulting AG, Obstgartenstrasse 5, 8910 Affoltern am Albis, Switzerland.

153. This was an unusual invoice on a number of counts:

i. It was addressed to IM _TT International Medi-Tech Trade SA, a Swiss company, at Via Emilio Bossi, 6 6900 Lugano, Switzerland for the purchase of goods yet the description of the goods was "Part payment for equipment currently housed in the premises as by you inspected".

ii. The invoice was issued by the Maltese company MTrace P.L.C. yet payment was requested to be made to the Swiss company Accutor Consulting AG, Obstgartenstrasse 5, 8910 Affoltern am Albis, Switzerland.

iii. The invoice was denoted in Sterling GBP not Euro.

iv. There was no evidence of any delivery of the equipment or title to the equipment passing or consideration received for this invoice.

v. The Swiss company invoiced had previously signed a promise to purchase MTrace P.L.C. ten months previously on 6 October 2018. That offer to purchase had been withdrawn later the same month on 26 October 2018.

vi. Accutor Consulting AG is discussed in appendix 3.62 and appears to have been closely associated with Shaukat Ali.

154. In other appendices including 3.61 and 3.62 we have evidenced that Steward made round sum payments of a consultancy nature to Accutor in respect of a number of contracts and transactions. We have also evidenced payments made to/or by Accutor following the award of contracts, for example, the payment by Sirimed (appendix 2.60) to Accutor. MTrace issuing the invoice to IM _TT International Medi-Tech

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1108 (Invoice MTR4815 – MTRACE.docx)

Trade SA but requesting payment to Accutor Consulting AG was therefore part of a series of suspicion transactions connected to the Accutor group.

Proposed Sale to Cannapharm Technologies Malta Limited

155. Malta Enterprise documents reveal that Steward Healthcare was negotiating the transfer / sale of their shares in MTrace to a company called Cannapharm Technologies Malta Limited – C 87320. It is clear from our further investigations that this did not take place (as the company was eventually taken over by Malta Enterprise).

156. We have considered the company Cannapharm Technologies Malta Ltd in further detail in appendix 3.80. Despite not having public ownership of the company, Shaukat Ali and his family were closely involved at the time of its formation between May and July 2018 and were kept apprised of all its transactions for 2018 and 2019 by their accountant, Chris Spiteri.

157. On 15 February 2019 (see document digital properties) there was a draft Agreement created by Michael Grech of GVZH Advocates between Cannapharm Technologies Malta Ltd and Steward Healthcare International Ltd regarding the Acquisition of 95% of MTrace P.L.C. by Cannapharm. [1109] The Agreement set out a purchase consideration of €3,000,000 and was to be signed by Denis Orlov on behalf of Cannapharm and by Armin Ernst on behalf of Steward.

158. This draft Agreement appears to have been finalised and dated on 14 March 2019. [1110]

159. In relation to Cannapharm's director/'owner', Russian national Denis Orlov, Malta Enterprise employee, Nathalie Farrugia, informed Jeremy Dalli (Chief of Staff, Ministry for the Economy, Investment and Small Businesses) on 13 February 2019:

'Kazakhstan, is where Orlov is based and where he has the majority of his clients, including most problematically state officials. His work for them includes, it would appear, assisting them in moving money which has been siphoned away from state enterprises, out of the country. In essence, money laundering".

160. Jeremy Dalli sent Malta Enterprise's comments to Keith Schembri on the same day (see appendix 3.80). Mr Orlov was also residing in a property connected to Mr Schembri (appendices 3.80 and 2.95).

1109 (20190208 LOI MTRACE comment Steward[1].docx)

1110 (20190311 LOI MTRACEFINAL.docx)

161. *On 3 May 2019, there was an email on the Malta Enterprise email system attaching a PDF concerning MTrace and Cannapharm's bid to buy it.*

"In 2017 Vitals Healthcare took over 95% of the shares in MTrace from Taomac Limited...Mtrace started development of the site...and equipment...an investment worth Euro 6.9 million, on which Malta Enterprise provided a soft loan for 69% of the development" "In February 2018, Steward Healthcare informed Malta Enterprise that they had no intention to proceed with the completion of the project...as Steward Healthcare were not in the business of running cyclotron facilities" "Lately Steward Healthcare informed Malta Enterprise that they were negotiating the transfer of their shares in Mtrace with a locally registered company called Cannapharm Technologies Malta Ltd (Registration C87320)" "Steward confirmed that the ultimate beneficiary owner of this company is Bruce Hill Gaston, a British Citizen, an economist by profession and a businessman who has been working in Kazakstan since early 2000's" [1111]

Interaction with Malta Enterprise during the sales process

162. *On 11 June 2019, there was an email from Silvio Jesmond of Malta Enterprise to Armin Ernst at Steward with Mario Galea in copy. It discussed the issues with the MTrace Cyclotron treatment site and the fact it had not yet been operational with damage having occurred at the site. This email was then forwarded by Mario Galea of Malta Enterprise to Keith Schembri (OPM email address) and Kurt Farrugia (also of Malta Enterprise). Email stated that 'Malta Enterprise has to date put in 4.28 million of the 6.9 million investment related to the cyclotron Project.' [1112]*

163. *Further it stated that Malta Enterprise, ME, would waive any overdue fees by MTrace to ME- interest and principal - and rescind repayment of the remainder of the soft loan subject to transfer of ownership of the project reverting to ME. It also said that Malta Enterprise would settle the final 3rd tranche payment of €641,700 still owed to Comecer the construction company, in order to get them back on site. They would also waive any rent due from MTrace to the Science Park. It referred to a €6.9M contract between Comecer and MTrace. It also stated that Comecer had never received payment of the third tranche of the soft loan funds paid by Malta Enterprise to MTrace. [1113]*

1111 [BP096-2019 MTrace P,L,C.pdf]

1112 [[EXTERNAL] - FW Cyclotron.msg]

1113 [EXTERNAL] - FW Cyclotron.msg]

164. *On 11 July 2019, there was a Final Sale Agreement to be signed by a Dr Nicola Roncoroni obo IM _TT International Medi-Tech Trade SA. [1114] This intended sale also did not complete.*

Appointment of Accutor Consulting AG as Escrow Agent for Steward in the sale of MTrace P.L.C.

165. *On 3 October 2018, there was an Escrow Agreement between Steward Healthcare International Ltd and Accutor Consulting AG appointing Accutor as Escrow Agent on behalf of Steward in respect of the proposed sale of MTrace P.L.C. to The Swiss company IM_TT International Medi-Tech Trade SA. [1115]*

166. *The terms of that agreement included a payment of escrow fees to Accutor by Steward:*

> *"WHEREAS, pursuant to clause 4. of Promise of Sale Agreement, funds in amount of fifteen million five hundred thousand Euro (EUR 15,500,000) shall be held in accordance with the terms of this Agreement and the Promise of Sale Agreement and the Final Sale Agreement (hereinafter referred to as the "Escrowed Funds"). The amount of seven hundred and fifty thousand Euro (EUR 750,000) shall be deposited into the Escrow account within seven (7) days of the signing of the Promise of Sale Agreement. The remaining sum shall be deposited into the same Escrow account on the signing of the Final Sale and Purchase Agreement".*

167. *We note the involvement of Accutor Consulting AG as Escrow Agents in the sale and the close relationship which pertained between Steward and Accutor. Steward are a global conglomerate with significant legal resources and the need to involve Accutor in this transaction has to be viewed as unusual. There would appear to be little rationale for Accutor to become involved in the transaction unless Accutor, like in the case of the Sirimed transaction (appendix 2.60) and the STE Health Co transactions (appendix 3.41), was appointed to act in the interests of another party, for example Shaukat Ali, in the transaction.*

The Protracted Sale process continued throughout 2018, 2019 and 2020

168. *On 18 October 2019, Armin Ernst (Steward) emailed Kurt Farrugia (Malta Enterprise) and David Meli with Keith Schembri and Miroslav Boyanov in copy. He stated that he had signed the contract (for the sale of MTrace P.L.C.) and that he was headed to Italy today "with price covering all debts including ME loans". The email stated that the final stages of construction were being started and he asked for the loan*

1114 (Final Sale Agreement - Mtrace - Cyclotron facility - 4th Oct .docx)

1115 (Accutor Consulting_Escrow Agreement Amended OM)

payments to be stayed for a little so that they could spend the money on the construction instead. [1116]

169. On that same date Keith Schembri forwarded this email to Joseph Muscat and Konrad Mizzi without comment. Each were using their OPM email accounts. [1117]

170. On 5 November 2019 there was another email from Kurt Farrugia (Malta Enterprise) to Armin Ernst which stated that "we are still awaiting details from Steward on who will be taking over the shares of MTrace, and consequently the running of cyclotron". [1118]

171. On 9 November 2019, Armin Ernst emailed a number of parties including Kurt Farrugia (Malta Enterprise), David Meli (solicitor with Kyprianous and director of MTrace P.L.C.), Miroslav Boyanov (Steward's accountant) and Keith Schembri (at his government email address) setting out Steward's stance on the MTrace P.L.C. investment at that date. He stated that the sale had proven complex and their decision now was to defer a sale of the company – Steward would proceed to pay off outstanding creditors, press Comecer to finish out the construction work and try to get the project to a more advanced stage where it could produce the radiopharmaceuticals it was designed to deliver. This was clearly a significant change in Steward's original stance that it did not want to be involved in the radiopharmaceutical sector. Armin Ernst now stated :

"We will revisit the issue of a transaction when it is more appropriate...". [1119]

172. It is significant that on the following day, 10 November 2019, Keith Schembri forwarded Armin Ernst's email without further comment to Asad Ali at Asad's 'Eurasia' email address (from his own personal Keith Schembri email account) keeping the Shaukat Ali family up to date on the state of play regarding the MTrace investment and informing him of the fact that Steward was not going ahead with the sale of MTrace. [1120]

Sale to Malta Enterprise

173. By mid-December, less than a month later, it became clear that Malta Enterprise had decided to intervene and intended to seek to bring ownership of the cyclotron project away from Steward/ private ownership and to bring it under the direct control of GOM.

1116 [[EXTERNAL] - Mtrace Progress.msg]

1117 [Fwd [EXTERNAL] - Mtrace Progress.msg]

1118 [EXTERNAL] - Re Mtrace Progress.msg]

1119 [429278.partial.emlx]

1120 [429278.partial.emlx].

174. *On 26 November 2019, there was a legal demand letter from Malta Enterprise, ME, to MTrace which formally called in the overdue loan repayments on the outstanding Soft Loan of €4.761M. The loan repayment of €396,750 payable every 6 months was also in arrears. It is evident from the legal demand letter that ME were no longer prepared to extend a moratorium on the loan repayments. [1121]*

175. *On the same date, 26 November 2019, there was a further legal demand letter sent to MTrace calling in the substantial arrears of rent unpaid of €171,846 owed to Malta Life Sciences Park, MLSC, which threatened termination of the lease. [1122]*

176. *These legal demand letters and the fact that MTrace P.L.C. did not have the funds to pay the arrears to either government agency, coupled with the fact that Steward find a buyer for the company, left Steward with no alternative but to concede defeat and agree to sell the company to Malta Enterprise.*

177. *On 16 December 2019, there was a Memorandum of Understanding between Malta Enterprise Corporation and Steward Healthcare International Ltd (C83293) setting out the discussions between the parties regarding the purchase by Malta Enterprise of Steward's ownership interest in MTrace P.L.C. for a specified amount of €2,200,000 for the 237,500 ordinary shares in MTrace P.L.C. held by Steward. [1123]*

178. *The December 2019 MOU also specified a list of creditors' claims and liabilities owed by MTrace P.L.C. which Steward would still have to settle / pay before the share transfer could complete. The outstanding liabilities included:*

i. *€60,000 to various small trade creditors*

ii. *€200,000 due to Joseph Brincat*

iii. *€350,000 owed to E Baldacchino*

iv. *All outstanding wages & salaries to the date of completion.*

179. *In January 2020 Stewards paid out a number of settlements to various creditors of MTrace P.L.C. to allow a sale of the company to GOM to proceed. The more substantial of those settlements included:*

Date	**Creditor**	**Amount paid €**
21/01/2020	Emanuel Baldacchino & Company Ltd	380,000
22/01/2020	Inatrade Ltd	117,500

1121 (batch tp 76 box 3 sfs 4 mtrace p000034202109071136 44.pdf - Page 175)

1122 (batch tp 76 box 3 sfs 4 mtrace p000034202109071136 44.pdf - Page 173)

1123 (MOU_MTRACE_16.12.2019.docx)

24/01/2020	Actif Ltd	92,500
22/01/2020	Carmelo Caruana	15,151

180. On 8 April 2020, Stewards issued a notice of redundancy to Brian Bondin CEO of MTrace P.L.C.. This notice was contested by Bondin on the basis that Boyanov was not authorised to issue it and a further notice was issued on 20 April 2020.

181. On 26 August 2020, Stewards received a VAT refund in respect of MTrace P.L.C. in the sum of €345,909. This represented VAT refunds owed on the provision of services dating back to 2016 which had previously been rejected by HM Revenue Commissioners. In effect, this turnaround of the decision on the eligibility of the VAT refund for the company funded the payment of the remaining creditors and allowed Stewards to 'clear the slate' so to speak for government ownership of the company. - see Appendix 4.13.

182. We assume that all of the 2020 payments and receipts noted above are simply reflected in the balance owed to Steward in the Balance Sheet as at 31 December 2020 which we discuss below.

183. On 22 December 2020, there was a resolution of all the directors of MTrace P.L.C., David Meli and Armin Ernst, signed by David Meli, agreeing to enter into a Share Purchase Agreement to sell the shares held by Steward in MTrace P.L.C. to Malta Enterprise Corporation. [1124]

184. The 95% shareholding in M Trace which had been purchased by VGHM with hospital concession funds on 27 October 2016 and ended up owned by VGH/Steward, were finally sold on 28 January 2021 to Malta Enterprise for a consideration of €2,050,000. There was a Share and Purchase Agreement of that date which transferred ownership of 237,500 of the 250,000 €1 shares in MTrace P.L.C. to Malta Enterprise. [1125]

185. The audited financial accounts (see Appendix 2.81) for 31 December 2020 showed that the company owed €2,701,577 to Steward Group but was also insolvent by €917,717 which might suggest a net amount owing to Steward of just under €2M which is what they received from Malta Enterprise. Clause 4.3.2.1 - of the SPA states that " -the Purchaser....a signed declaration that they are owed nothing for any services rendered... directly or indirectly through a company in which any of the Vendor have/has/had an interest"

1124 [BATCH TP76 MTRACE P,L,C BOX3 SFX4000088202203221023S3.pdf - Page 17]

1125 [Batch TP76 box 3 sfx 4 mtrace p000034202109071136 44.pdf - Pages 7-23]

186. *There was a Form T filed with Registrar of Companies dated 28 January 2021 signed by Armin Ernst which transferred the 237,500 shares held by Steward Healthcare International Ltd (C83293) to Malta Enterprise Corporation. [1126]*

187. *However, some months later on 4 May 2021, Luca Amato (Legal Advisor Steward) was still sending emails chasing Saba Abbas and Mark Rich (Steward parent company) for paperwork to register the sale/ transfer of the shares in MTrace P.L.C. with Malta Business Registry. Amato emailed requesting that they pay the two cheques to Revenue Commissioners for the tax due on the transfer so that the documents could be lodged at Malta Business Registry, MBR, and Armin Ernst could resign formally as a director. [1127]*

188. *The transfer of the shares as per Form T was dated 28 January 2021 and was finally lodged with MBR on 28 October 2021. [1128]*

Evidence of the early involvement of Shaukat Ali in the cyclotron project

189. *On 31 August 2017 Joseph Brincat (cyclotron project manager and supplier to MTrace P.L.C.) emailed Deborah Chappell, legal advisor at VGH, with a number of concerns principally the fact that he and his companies had not yet been paid for their work at the cyclotron site for MTrace P.L.C.. In his email he referred to:*

> *"In such circumstances, one would have easily stopped, but I gave my word to Mr Shaukat on the day he introduced me to Mr Tumuluri, where I agreed to oversee this project, which is my priority..... [1129]*

190. *Based on this email, it is clear that Shaukat Ali preceded both Ram Tumuluri and Joseph Brincat in setting up the business operations of MTrace P.L.C.. We note that Shaukat was not mentioned anywhere at any time in the public records of MTrace - not in the government minutes of meetings with Malta Enterprise, not in the setting up of the company, nor the cyclotron facility and not in the trading operations of the company. Yet it is clear from this email and others that he carried significant influence over the project from the outset.*

191. *It would appear that from Brincat's email to Chappell and from an earlier email exchange between Andrea Marsilli of IBA, Italian shareholder of MTrace P.L.C. and Ram Tumuluri, (see below), that the cyclotron investment project had its origins further back in time - a time which preceded all of these parties (Marsilli, Taomac and Brincat). These parties could each bring specific technical expertise which Shaukat*

1126 [07042021Form T – MTrace Share Tx AE signed.pdf]

1127 [message.body - FW: [External] – MTrace share transfer.msg

1128 [C_73299_020_0.pdf]

1129 [message.body - Serious matters - 0.msg]

and his VGH investors needed to develop the cyclotron facility but it would appear that the project was clearly not their investment from the outset and the intention was never for them to 'own' it or share in its profits – except if allowed or approved to do so by Ram Tumuluri and Shaukat Ali.

192.On 30 September 2016, Andrea Marsili of IBA Molecular (MTrace director) emailed Ram Tumuluri:

"It was a pleasure to meet you in Malta working on this exciting project. I would thank you for the chance to be shareholder of MTrace ...." [1130]

193.Despite the fact that Marsili, on paper, predated Tumuluri's involvement with the cyclotron project by several months - and despite the fact that at this date Marsili along with Musarella was acting as one of the first two directors of the company, MTrace P.L.C., this email between the two individuals reads as if Marsili is aware that the project was at all times Tumuluri's investment. Tumuluri does proceed to 'allow' Marsili a 5% shareholding which might explain his appreciation.

194.On 17 November 2016, Saba Abbas, financial controller with VGH, emailed Shaukat Ali and Ram Tumuluri with an update on a meeting she had had with Malta Enterprise about MTrace P.L.C.. The email was titled "Update on the Cyclotron Project _VGH MTrace" and all emails were to and from private emails accounts. [1131] In her email, she set out that she had attended a meeting with Malta Enterprise "as a Financial Representative from VGH MTrace side" along with Brian Bondin to discuss their concerns with the LOI and the terms of the soft loan agreement. It is significant that she addresses the email to "Respected Sir" – Shaukat Ali at Mounteverest.sa@gmail.com. At that date, on paper anyway, Shaukat Ali had no role in the VGH companies operating the concession and would have had no reason to know about or have any interest in the cyclotron project.

195.It is also evident that the Swiss company, Accutor Consulting AG, became involved in the attempts made by Steward to sell MTrace post the takeover of the concession from VGH. In other appendices we note the very close links the Accutor companies had with the Shaukat Ali family and the large round sum payments made by Accutor to the Shaukat Ali family. This is described and set out in detail in the appendices on Accutor AG, Accutor Consulting AG and on Shaukat Ali.

196.In October 2018, after Steward had taken over ownership of MTrace from VGH, Steward appointed Accutor Consulting AG to act as its Escrow Agent regarding the sale of MTrace P.L.C. to a Swiss company,

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1130 [message.body - Meeting-9.msg]

1131 [Gmail - Update on the Cyclotron Project _VGH MTrace.pdf]

IM-TT International Medi-Tech Trade SA, for in excess of €18m (October 2018 was the first attempt at a sale. As noted above the price was to reduce significantly as time went on). It is not clear why a company with the global standing of Steward Healthcare International paying several €Ms in legal fees would require the services of a Swiss based company Accutor to handle the proceeds of sale of MTrace. We believe that this was an indication that other parties, namely Shaukat Ali, were involved in the attempted sale of MTrace P.L.C..

197. *There is also a recurring theme emerging from the appendices on several of the key corporate entities whereby Accutor either entered into agreements to receive, or else actually received, round sum payments linked to sale agreements and contracts between the concessionaire, VGH/Steward, and third parties. This was arranged to occur again in October 2018 with the appointment of Accutor as escrow agent to act for Steward in the sale of MTrace. However, it did not prove possible to agree a sale to a third party therefore Accutor would likely not have received any funds as agent. When the company was eventually sold to a government agency, Malta Enterprise, we note that Accutor was no longer involved as 'escrow' agent in the sale.*

198. *Accutor were also involved the operations of MTrace P.L.C. in connection with the 'unusual' invoice raised on 9 August 2019 by David Meli, director of MTrace and legal advisor to Steward. The invoice raised was in the amount of GBP£220,000 addressed to a Swiss based company, IM-TT International Medi-Tech Trade SA (Switzerland), for part payment of items of MTrace equipment located in the cyclotron facility in Malta. The payment terms requested payment to a bank account held in the name of the Swiss company, Accutor Consulting AG, located at Obstgartenstrasse 5, 8910 Affoltern am Albis, Switzerland. We note that the narrative on this invoice stated that is invoice was purporting to sell equipment based at the MTrace site to the company IM-TT International Medi-Tech Trade SA yet payment for the assets was to be made to Accutor – a company unrelated to MTrace P.L.C.. We also note that this invoice was raised in August 2019 over nine months after the Swiss company IM-TT International Medi-Tech Trade SA had formally pulled out of the purchase of MTrace in writing on 26 October 2018 the previous year. We do not know if this invoice was ever paid to Accutor.*

Evidence of Keith Schembri's prior knowledge/involvement with the cyclotron project

199. *On 26 April 2013, Mario Vella, of Edinburgh Napier University and former Chair of Malta Enterprise, emailed Keith Schembri to his Kasco*

email address, referring to a Russian individual fronting a Cyclotron facility at the Life Sciences Park commenting: [1132]

"this is the Russian lady (with an Italian passport) fronting the Cyclotron proposal for Life Sciences Park that I mentioned at the first IAC meeting. We had mentioned the possibility of an Interpol check. Could you send wherever it should be sent or guide me accordingly, please?

Irina Sedova Italian Passport AA4402955 residing at Portomaso Block 23 Apt 72."

200. On 26 September 2016 Mario Galea of Malta Enterprise emailed Keith Schembri at his keith@josephmuscat.com email address - an email entitled "FW: Strategic Projects for 2017". The forwarded email sought approval from the Ministry of Finance for a €300k investment in share capital in the Cyclotron facility which it was noted was already financed by a €4.9M soft loan from Malta Enterprise. [1133]

201. On 21 January 2018, on the cusp of the sale of VGH to Stewards, Armin Ernst sent an email to Keith Schembri at a personal email address (keith a.schembri@gmail.com) and to Shaukat Ali (mounteverest.sa@gmail.com) clearly setting out Steward's final position regarding the purchase. In this long email he specifically set out what Steward's stance was as regards MTrace P.L.C. and VGH's use of concession funds to invest in that company. In that email he stated:

"Technoline and MTrace come back to VGH Malta as they were purchased with concession funds that should not have been used for that it has to be that or a loan entry in the balance sheet with interest and accelerated payment plan and placing these companies under our supervision until debt is paid back..." [1134]

202. We could speculate on what Schembri's response to this email from Armin Ernst should have been. It would appear evident from the absence of any shocked response from Schembri or from his office to Armin Ernst that what Armin was informing him was not news to him. If this had been the first time as the government's Chief of Staff that he became aware of the misuse of public funds, the conflict of interest in the hospital concession owners also owning or seeking to own the procurement arms of the hospital sector and the substantial sums of money misappropriated by the concessionaire VGH, then we can only imagine that he would have responded by notifying all the relevant departments and seeking to allay concerns and put right any matters that could be rectified.

1132 [322462.emlx]

1133 [521428.partial.emlx]

1134 [629428.emlx]

203. *At a much later date in 2019, when Steward had been trying to complete on the difficult and protracted sale of MTrace, we note that Armin Ernst again contacted Keith Schembri. This time we believe that it was Schembri's government role he was seeking to involve in order to 'buy more time' to complete on what would be a profitable sale of the company. On 18 October 2019, Armin Ernst (Stewards) emailed Kurt Farrugia (Malta Enterprise) and David Meli - with Keith Schembri and Miroslav Boyanov copied in. He stated that he had signed the contract (for the sale of MTrace P.L.C.) and that he was " headed to Italy today with price covering all debts including ME loans". The email stated that the final stages of construction had been started and he asked for the loan payments to be stayed for a little so that they can "spend the money on the construction instead". [1135]*

204. *On that same date Keith Schembri forwarded on this email to Joseph Muscat and Konrad Mizzi. [1136]*

205. *On 9 November 2019, Armin Ernst emailed a number of parties including Kurt Farrugia (Malta Enterprise), David Meli (solicitor with Kyprianous and director of MTrace P.L.C.), Miroslav Boyanov (Stewards accountant) and Keith Schembri (at his government email address) setting out Stewards stance on the MTrace P.L.C. investment at that date. He stated that the sale had proven complex and their decision was to defer a sale of the company – Steward would proceed to pay off outstanding creditors, press Comecer to finish out the construction work and try to get the project to a more advanced stage where it could produce the radiopharmaceuticals it was designed to deliver. Armin stated – "We will revisit the issue of a transaction when it is more appropriate...". [1137]*

206. *It seems significant that on the following day, 10 November 2019, Keith Schembri forwarded Armin Ernst's email on to Asad Ali at Asad's Eurasia email address from his own personal Keith Schembri email account –keeping the Shaukat Ali family up to date on the state of play regarding the MTrace investment and informing him of the fact that Steward were not going ahead with the sale of MTrace. [1138]*

207. *We believe that it was the intention of Shaukat Ali and the VGH investors to make every effort they could make to retain their investment in the cyclotron project (now housed in the company MTrace P.L.C.). When VGH was bought over by Steward, VPL did not have the funds to repay the substantial concession monies lent to MTrace by VGH. We believe that, throughout 2018 and until mid-2019, they sought to buy the*

1135 [[EXTERNAL] - Mtrace Progress.msg]

1136 [Fwd [EXTERNAL] - Mtrace Progress.msg]

1137 [429278.partial.emlx]

1138 [429278.partial.emlx]

company MTrace from Steward using a number of different interested parties to 'front' as Purchasers. The use of Accutor (a company we believe can be proven to be strongly connected to Shaukat) as escrow agent throughout the sales process would lend credence to this theory.

Potential Conflict of Interest / misfeasance in the trading operations of MTrace

208.There appeared to be a potential conflict of interest involved in the business operations of MTrace P.L.C.

Actif Ltd

209.Brian Bondin was a director and co-shareholder of Actif Ltd at the same time as MTrace awarded a contract to Actif Ltd while he was CEO of MTrace P.L.C. This was a clear conflict of interest and a breach of his fiduciary duties to always act in the best interests of the company as an officer of the company.

210.Actif Ltd (and Bondin) subsequently sued MTrace P.L.C. for the amount owed and Stewards reached a settlement and paid €92,500 to Actif in January 2020.

Procurement Fraud - Appendix 2.200:

1. *We found that the conspirators behind the Concession persuaded key suppliers to enter arrangements to generate fraudulent income streams (which we consider to be "skims" / "backhanders") to the conspirators and companies controlled by them.*
2. *These inappropriate relationships with suppliers became endemic to the business model of the concession and may have continued to the present time. They have in our opinion represented substantial misappropriation / misapplication of public funds.*
3. *Funds generated from such deals for entities associated with the Ali family may have been subsequently used to fund corrupt payments to the Maltese politicians. This is most apparent in the transactions involving Accutor AG / Spring X Media.*
4. *Payments by VGH to Sirimed SRL, Eurasia and Zenith Group Services SRL (generated from contracts awarded by VGH for construction, cleaning, and other services) funded suspicious transfers under the guise of consultancy fees to bank account(s) in the name of Incorp Sarl, Accutor AG, Technoline, Eurybates, Yasar Zafar and STE Health Co. These entities appear to be controlled by the Concession's beneficial owners and their associates and may have been subsequently used to fund corrupt payments to Maltese politicians.*
5. *We found evidence of procurement fraud in relation to many major suppliers to the concession across the following five sectors:*

- *Construction services*
- *Pharmaceutical & medical equipment*
- *IT services and equipment*
- *Cleaning services*
- *Catering services*

6. *Most of these involved some form of "skim" to entities which were either controlled by the Ali family or which acted as their agents and subsequently made onward payments to them. Other frauds involved companies controlled by individuals closely related to GOM politicians.*
7. *The "skim" could be taken by any of the following means:*

   - *Mark up - Hospital supplies and services were invoiced to the conspirator's company which added a profit margin and then invoiced the Concession.*
   - *Commission - The conspirator's company simply invoiced the supplier or the concessionaire a fee often disguised as a service charge which equated to a commission on the related hospital supplies.*
   - *Consultancy - The conspirator invoiced the supplier for consultancy.*

8. *Some of the "skim" recipients were involved in multiple sectors. However, in the sections below we have summarized our findings on, what appears to us to have been, procurement fraud by the industry sector involved. We reference the appendix of each "skim" recipient where our detailed findings are set out. Where we were not able to fully evidence all the kickbacks taken, we have set out an estimate of these based on what the suppliers contracted with e.g. Incorp Sarl to pay from the evidence that is available.*
9. *We have insufficient data to make a precise assessment of the amounts involved but have given indicative estimates below based on the data available to us. These total around €20,000,000 but this figure does not include amounts paid by VGH in relation to the acquisition of Technoline (appendix 2.20) and MTrace (appendix 2.80) or the €1,000,000 'political activities fund' paid by Steward to the Accutor group (appendix 3.62).*

From	***To***	***€***
"Skims" etc		

Sirimed	*Eurybates Ltd*	*800,000*
Sirimed	*Accutor AG / Promedica*	*500,000*
Sirimed	*Incorp SARL*	*500,000*
Sirimed	*Eurasia Ltd*	*125,000*
Technoline Ltd	*Eurybates Ltd*	*562,000*
Ergon (Ergon Technoline JV)	*Eurybates Ltd*	*340,000*
CERS Construction SA	*Eurybates Ltd*	*287,000*
Salfo SA and Ado SA	*Eurybates Ltd*	*lack data*
Bluestone Investments Ltd / VGH	*Shapoorji Pallonji Group / Deepank Saini*	*144,000*
Zenith SRL	*Incorp Sarl*	*550,000*
Kasco Group	*Incorp Sarl*	*lack data*
James Caterers Ltd/ Malta Healthcare Caterers	*Incorp Sarl*	*600,000*
James Caterers Ltd/ Malta Healthcare Caterers	*Kasco Group*	*lack data*
James Caterers Ltd/ Malta Healthcare Caterers	*Konrad Mizzi*	*36,000*
VGH / Steward	*Eurasia Ltd*	*700,000*
VGH / Bluestone	*OHUM Healthcare Solutions*	*3,000,000*
VGH / Steward	*Partners Healthcare International*	*435,000*
VGH / Steward	*MCOP International LLC*	*lack data*
VGH / Steward	*Technoline Ltd*	*1,200,000*
Accutor AG / Spring Healthcare AG	*Cannapharm Technologies Malta Limited*	*200,000*
Total		***9,979,00***
General consultancy		
Bluestone Investments Ltd	*Mount Everest FZ / GT*	*6,200,000*
Bluestone Investments Ltd	*Global Assets Holdings Limited*	*340,000*
Steward	*STE Health Co*	*1,440,000*
Steward	*Eurasia Ltd*	*400,000*
US Investors	*Planetcore Malta Limited*	*605,000*
VGH	*Impaqt Limited*	*lack data*
Eurybates Ltd	*Impaqt Limited*	*102,000*
Steward via Accutor Group	*Ikons Global*	*180,000*
Total		***9,267,00***

To individuals		
Eurasia Ltd	*Clarence John Conger-Thompson*	*160,000*
Eurasia Ltd	*Yasar Zafar*	*490,000*
Eurasia Ltd / Accutor AG	*Mohamed Alawes*	*64,000*
Total		***714,000***

Construction services

Sirimed (appendix 2.60)

10. Sirimed received around €20,000,000 plus VAT as the main contractor for the construction of Barts Medical School at Gozo General Hospital.

Entity	***€***	***See appendix***
Eurybates Ltd	*800,000*	*3.74*
Accutor AG	*500,000*	*3.62*
Incorp SARL	*500,000*	*3.40*
Eurasia Ltd	*125,000*	*2.40*
Total	***1,925,000***	

They appear to have paid kickbacks to entities related to the individuals controlling the Concession of at least the following:

11. In appendix 2.60B we set out a comparison of payments made by Steward to Sirimed with those made by Sirimed to Eurybates, Accutor and Incorp. Please note that in addition to the €250,000 we can see from our limited records being paid to Accutor we have evidence (see below) that a further €250,000 was invoiced and probably paid.

Eurybates

12. As detailed in appendix 3.74, Eurybates on paper belonged to Ivan Vassallo but 90% of it was probably owned and controlled by others with close links to the OPM. As each of Eurybates sources of income were generated from only four businesses (Sirimed, Technoline, Ergon Technoline JV and CERS) which themselves were each connected to publicly funded contracts, we expect that the concealment of the identities of the private owners of the 90% shareholding was deliberate so as not to reveal these persons' connections to or influence over the award of the contracts from which the funds were paid to Eurybates originated.

13. *Eurybates received payments of around €2.2 million from four suppliers to the concession under the guise of consultancy and IT/administrative support work. Net of VAT this probably equates to round €1.8 million. This was done seemingly without the necessary personnel to deliver what could only be described as highly technical services which in some cases were supported by backdated contracts drawn up by Mr Vassallo. In the round these figures are correct although we do not have bank statements prior to 07/07/2017.*

Customer	**Receipts Inc VAT**	**Equivalent net of VAT**
	€	**€**
Sirimed SRL	*804,900*	*682,000*
Technoline Ltd	*664,001*	*562,000*
Ergon (Ergon Technoline JV)	*400,389*	*340,000*
CERS Construction SA – receipts Jan to Dec 2020	*302,889*	*256,000*
Salfo SA and Ado SA (agreement in place but no payment seen)	*Unknown*	
	2,172,179	***1,840,000***

15. *We consider that the invoices from Eurybates to these customers were falsified by Mr Vassallo and his financial controller, Mario Gatt, on the pretence that significant amounts of consultancy and IT/administrative support work was being done. They were often for large round sum amounts. In reality the contracts and invoices only served to provide cover for the flow of illegitimate funds originating from the Maltese Healthcare Concession.*

16. *For example, the invoices raised by Eurybates on Sirimed and CERS do not appear to be based on the value of work done by Eurybates but rather on a pre-agreed share of 5% or 10% of the value of construction work being done by these businesses. We expect this was likely as a reward for the role that Eurybates (or its private owners) had in each customer winning the construction contracts in the first instance.*

17. *For example, Eurybates' largest source of revenue (around €805,000) came from Italian construction company Sirimed SRL which we have examined in more detail in appendix 3.74. We found an agreement under which Sirimed agreed that Eurybates would be entitled to 5% of the contract price for the construction of the Barts Medical School and the Anatomy Centre at Gozo General Hospital, which Stewards Healthcare International had agreed with Sirimed SRL at €15,000,000 and €935,000 respectively. 5% on that combined contract value of €16M would equate to around €800k. We can see €804k inclusive of VAT*

(around €680k net of VAT) being paid by Sirimed to Eurybates under the guise of consultancy payments during Sirimed's construction of Barts Medical School and the Anatomy Centre.

18. *The first payment to Eurybates of €235,000 plus VAT was made by Sirimed in August 2018 shortly after they received their first contract payment from Steward in June 2018. Four further payments to Eurybates were then made progressively as Sirimed was paid by Steward and it is possible there are further payments we have not seen.*

19. *We have therefore formed the opinion that in order to win the construction contract from Stewards, Sirimed SRL accepted that the cost of doing business with Stewards in Malta included a 5% surcharge from Eurybates on the construction contract's value, in what appears to have been a straightforward case of procurement fraud (contract skimming).*

Accutor AG / Promedica

20. *The nature of the consultancy services supposedly provided by Eurybates to Sirimed appear to us practically identical to those supposedly provided by Accutor AG and Incorp Sarl to Sirimed. We therefore consider the flow of funds from Sirimed to Accutor AG and Incorp to have been as illegitimate as those which flowed to Eurybates.*

21. *Ivan Vassallo (appendix 1.12) of Technoline Limited and Gateway Solutions Limited prepared two invoices for €500,000 from Accutor AG to Sirimed SRL and Promedica SRL under the guise of consultancy services. This was almost certainly a kick back payment made in connection with Sirimed's position as main contractor in the Barts Medical School project which we understand is located in the grounds of Gozo General Hospital. We do not have complete records for Sirimed, Accutor or Promedica but we have evidence that Sirimed paid Accutor AG €250,000 in August 2018. Our findings on Sirimed and Accutor AG are detailed in appendices 2.60 and 3.62.*

22. *Based on the nature of the relationship between Stewards and Accutor, as exemplified in the August 2019 political and government activities agreement between Stewards and Accutor AG, the relationship between the Ali family and Accutor, and comments made in the 'Malta Trilogy' WhatsApp thread, we consider the payment(s) was more than likely made for the benefit of the Ali Family and their political and professional associates.*

23. *One such professional associate was VGH/Stewards employee and building project manager, Mohammed Elawiss (also referred to as Mohamed Alawes). He received 'unexplained' payments from both Eurasia Ltd and Accutor AG during his supervision of the Barts Medical School construction contract. These appear to be linked to his senior role in awarding and managing the significant tenders within that contract.*

The first payment of €50,000 by Accutor AG to him came one month after Accutor AG received the €250,000 in August 2018 noted above. We have prepared a personal profile for Mr Elawiss in appendix 1.180.

24. *The Accutor AG invoice to Sirimed was created by Technoline UBO, Ivan Vassallo, despite Mr. Vassallo having no legitimate reason to do so on behalf of Accutor AG and Sirimed. We found that Ivan Vassallo, Natale Inturri and Pierre Sladden, collectively the 'Malta Trilogy', discussed and organised documents for the kickback payment from Sirimed to Accutor AG. Vassallo also arranged Eurybates' "consultancy" charges to Sirimed. Ivan Vassallo's role in drafting a backdated contract and invoices to provide document cover for the payment and Natale Inturri's liaison with Sirimed's owners and suggestions of ways to route the money, mark them out as the key architects in the laundering of the payments. However, Pierre Sladden's inclusion in the group chat, in which he for the most part remained relatively silent but was referred to as 'Big Brother', may suggest that he was there as an observer on behalf of a higher authority.*

25. *A further 'backhander' payment is believed to have been paid from Sirimed to Accutor AG via another Italian company, Promedica SRL, to avoid attention from Italian law enforcement. The related Accutor AG invoice to Promedica has also been found within Technoline records.*

26. *Accutor AG also invoiced Sirimed a separate consultancy fee dated 23 July 2018 of €500,000 linked to this medical construction project. By that date Sirimed had received over €6,000,000 from VGH including €350,000 on 23 July 2018.*

Incorp SARL

27. *Tunisian company, Incorp SARL, also invoiced Sirimed, €500,000 on 15 May 2018 for "Professional Services Consultancy Fee for Barts Medical School" . The invoice from Incorp was dated just 11 days after VGH had made the first payment of €500,000 to Sirimed on 4 May 2018. We have considered Incorp SARL in appendix 3.40 and conclude that it was controlled by the Ali family and that the invoice also related to a kickback payment.*

28. *The payment is believed to have been paid by Sirimed to Incorp's Tunisian bank account. However, bank statements for Incorp and/or Sirimed are needed to confirm the flow of funds and the dispersal of the funds once received by Incorp. Bank account details for Incorp, as shown on the Incorp invoice, are included in appendix 3.40.*

Vol 4

QORTI TAL-MAĠISTRATI (MALTA)
COURT OF MAGISTRATES (MALTA)

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AĠISTRAT Maġistrat Dr. Gabriella Vella LL.D.

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Proċès-Verbal

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regarding

l-Atti ta' l-Inkjesta dwar ir-Rikors Ġuramentat ta' Marion Pace Asciak, detentriċi tal-Karta ta' l-Identità bin-umru 315654(M), Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), Vicki Ann remona, detentriċi tal-Karta ta' l-Identità bin-Numru 421080(M), Simon Sansone, detentur tal-Karta ta' l-lentità bin-Numru 33276(M), Pia Zammit, detentriċi tal-Karta ta' l-Identità bin-Numru 219368(M) u manuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 560176(M) fisem "Repubblika", assoċjazzjoni eġistrata bħala persuna ġuridika mar-Registratur għal Persuni Ġuridiċi, ippreżentat fit-13 ta' Mejju 201· uddiem il-Maġistrat Dr. Claire L. Stafrace Zammit u degretat fit-18 ta' Lulju 2019 u dwar ir-Rikors għall-i·· *enere* ta' Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 0560176(M) u n-Nutar Dr. Robert quilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), fisem Repubblika organiżżazzjoni reġistrata ar-Reġistratur għal Persuni Ġuridici bl-ittri "L" "P" "A" u numri wieħed tnejn tnejn (LPA-122) u mal-ummissarju għall-Organizzazzjonijiet Volontarji bl-ittri "V" "O" u numri wieħed sitta sebgħa zero (VO 1670) preżentat quddiem il-Maġistrat Dr. Dorren Clarke u minnha ddegretat fis-6 ta' Novembru 2019 u terjorment iddegretat mill-Qorti Kriminali fid-29 ta' Novembru 2019.

a tal-Proċès-Verbal 25t April 2024

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29. *We have found no evidence of any consultancy work being carried out by Incorp (Wajid and Asad were already being paid personally from VGH/Bluestone for their services – see appendices 1.10 and 1.11).*

30. *The question naturally arises, if the payment to Incorp did indeed represent an illegitimate payment for the benefit of the Ali family, to whom might a payment of €500,000 from Sirimed to Accutor be related?*

Eurasia Ltd

31. *Asad Ali's company Eurasia also invoiced Sirimed €264,354 between October 2018 and September 2019 by three invoices. As detailed in appendix 2.40 on Eurasia we found a number of transactions that may represent legitimate sales of IT equipment required on site by Sirimed, although with a 70% mark up, potentially representing cover for a 'bribe' to Eurasia. We can see payments of circa €125,000 from Sirimed being received into the Eurasia bank account. It is not clear whether the rest of the €264,354 invoiced was paid and if so, where to.*

32. *As noted above, Eurasia in turn also paid money to Mohammed Alawes (see below and appendix 1.180), the Project Manager employed by VGH the hospital Concessionaire to manage the Barts construction project. His role in VGH/Stewards allowed him to be ideally positioned to award contracts to suppliers favoured by Asad Ali and Eurasia and to allow the price to be 'fixed' in favour of the supplier and at an inflated cost to the Concession.*

Shapoorji Pallonji Group

33. *The Shapoorji Pallonji Group (appendix 2.110) is a global engineering and construction company based in India that provided the Bid Bond required by VGH to qualify for the RfP and in February 2016 was awarded the contract to provide construction services under the concession. This was despite Shapoorji Pallonji's unsuitability for the project due to their lack of knowledge and experience of operating within Europe. This ultimately led to a series of failures on their part which resulted in them breaching their contractual obligations under the EPC contract, failing to pay sub-contractors and ultimately losing the contract.*

34. *Allegations have been made that the awarding of the contract to SP Mideast was assured during clandestine meetings held in Dubai prior to the concession being granted to VGH. This meeting (or meetings) was allegedly attended by senior officers of SP Mideast, Ram Tumuluri, Shaukat Ali and senior figures within GOM including Keith Schembri, John Dalli and Malta's ambassador to Dubai, Anthony Tabone.*

35. *There is evidence that Shapoorji Pallonji colluded with Ram Tumuluri to make a fraudulent VAT refund claim of €1.3 million and failed to pay its own VAT bill of €8.4 million which was raised by the Maltese Tax Commissioners.*

36. *Payments linked to Shapoorji went to Deepank Saini - see below and appendix 5.40. He was CEO of VGH Dubai (also known as Bluestone Investments Dubai) which we believe was used as a cover for the payment of cash and a shareholding in VGH and VGHM, on behalf of Shapoorji Pallonji International FZE ("SP Dubai") for whom his father Mohandass Saini was the CEO and Director. It is our belief that the payment of funds and the transfer of the shareholding were part of a clandestine agreement between VGH, GoM and SP Dubai that guaranteed the Shapoorji Pallonji Group would advance the bid bond required by VGH to obtain the hospitals concession and would give respectability to the bid by them being party to the construction contract. As a result of this agreement one of Shapoorji Pallonji's subsidiaries was awarded the Engineering, Procurement and Construction ("EPC") contract by VGH as part of the concession. During the takeover of the Concession by Stewards the EPC was terminated due to allegations of malfeasance and poor-quality work. A draft employment contract initiated by Ram Tumuluri and existing between Bluestone and Deepank Saini stated that Saini would be employed from February 2016 at a salary rate of $250,000 per annum and that he would be eligible to stock options in the Company. Deepank Saini received three payments from VGH / Bluestone totalling €144,000 but the evidence available suggests the total paid by all concession companies may have been $379,000 or more.*

CERS Construction

37. *As detailed in appendix 2.100, Greek construction company CERS Construction Engineers Ltd (CERS) appointed Eurybates as its exclusive agent for Malta on a 10% commission. Between January and December 2020 Eurybates received 16 payments totalling €302,889 from CERS which appear to relate to work carried out on a number of GOM funded contracts related to the hospital concession. Three invoices totalling €287,306 + VAT were raised by Eurybates to CERS Group on the same day, 19 November 2019 (appendix 3.77).*

<u>Conclusions on the construction project backhanders</u>

38. *As briefly outlined above and detailed in the related appendices, we have found what appears to be a pattern of nefarious relationships resulting in what appear to be large nefarious payments to the people controlling the Concession. We found that they utilised secretive companies fronting for them in this. It is notable that not one but three such companies were being paid at practically the same time and that even the invoices being*

raised as cover seem to have been carefully co-ordinated between them. As explained below there were also transfers between these companies. In our opinion this demonstrates a significant level of planning and collusion and begs the question why the backhanders went to the companies designated and who the ultimate recipients of it were.

39. *It is also notable that it was Steward that awarded and administered the contracts but the recipients of the backhanders on paper were not officers of, or at least not the key decision makers in, Steward.*

40. *In our experience it would also be highly unusual, having made a small number of illegitimate payments at the start of the construction scheme, that similar payments would not continue throughout the lifetime of the building project. We therefore expect that other illegitimate payments were made and that these illegitimate payments would most likely flow from the suppliers once other major contract payments had been received from Stewards.*

Cleaning services

Zenith SRL and Incorp Sarl

41. *Incorp is also believed to have received a 10% 'skim' under the guise of consultancy services on a multi-million Euro contract awarded by VGH for cleaning services in Maltese hospitals provided by Zenith SRL (appendix 2.30).*

42. *VGH / Stewards paid Zenith almost €5.5M for cleaning services between July 2017 and December 2020 but more may have been paid directly from the hospital bank accounts. Although we have found only a few examples of Incorp invoices as noted below, the agreements we have found suggest that Incorp should have received circa £550,000 on the Zenith contract being 10% of €5.5M.*

43. *On the back of the above cleaning consultancy arrangement, it is suspected that Incorp may have received payments from Zenith's Crédito Siciliano bank account.*

44. *We note that Incorp invoiced VGH for "Facility Management Services" at a rate of 10% based on the value of cleaning services provided by Zenith. So, for example, Zenith invoiced VGH for cleaning services at GGH for the month of December 2017 at a cost of €76,953.97. Incorp then invoiced VGH for a further €7,695.39 (10% of €76,953.97).*

45. *The Incorp invoices to VGH show that payments for the 'Facility Management Services' invoices were to be paid to the same Tunisian bank account which was to receive the €500,000 from Sirimed noted above.*

46. *It is suspected that the 10% charge on the value of cleaning services represented another way for the Ali family to extract funds from the concession and the 10% looks like a pre-arranged rate of "commission" / kickback to the people who awarded the cleaning contract.*

47. *Incorp also received over €65,000 from VGH/Steward in April and July 2018 and €37,408 from the Bluestone bank account but it is considered likely that payments were also paid from Zenith to Incorp directly.*

Incorp Sarl and Eurasia Limited

48. *It appears that at least some of what was paid by Zenith to Incorp was subsequently forwarded to Eurasia Ltd (appendix.2.40.) We found instances where Eurasia Limited then invoiced Incorp for the same amount that Incorp had invoiced VGH for the 'Facility Management Services'. Accordingly, Eurasia received funds from Incorp. If the flow of funds followed in the same manner as the invoices, then VGH in Malta paid Incorp in Tunisia which then passed the same amount to Eurasia back in Malta. We found that Eurasia received a total of €99,900 from Incorp (probably €100,000 less bank charges).*

49. *In our view each of these companies was under the control of the Ali family so the flow of funds appears to be illogical at first glance. This offshore/onshore flow of funds will require bank statements / financial records for Incorp to understand completely.*

50. *Evidence from Chris Spiteri's office suggests that Wajid and Asad Ali also owned a Maltese company called 'Encorp' (appendix 6.20) which was held on their behalf via the Tunisian company 'Incorp' with the use of a private agreement. The Memorandum and Articles of Encorp Management Ltd (Encorp) stated its intended activity to be the provision of "all types of facilities management services" and "all types of IT services", these being the same services provided to the Concession by Incorp SARL and Eurasia. Whilst we did not identify any evidence that it traded, it has relevance to this Inquiry as it shows Asad and Wajid Ali to have installed Yasar Zafar as company director / secretary when Mr Zafar had no role in the company. This was also the case with Incorp SARL. Flowing from this, it also shows their accountant Chris Spiteri to have facilitated Mr Yasar Zafar's position as a name of convenience for Asad and Wajid Ali (Mr Spiteri also appears to have provided the same for the Ali family in connection with Cannapharm Technologies Malta Limited (appendix 3.80).*

Incorp Sarl and Kasco

51. *In addition to his close personal and business relationship with the Ali family, we found evidence that Keith Schembri, through his Kasco group of companies, had a trading relationship with Incorp. We have identified correspondence from Incorp to the Kasco group of companies, reference "Inquiry for Paper Waste". This was in August 2017 and therefore coincides with the start of Zenith receiving payments from*

Steward as noted above. However, we have insufficient records to identify whether there was a flow of funds between Incorp and Kasco.

Catering services

James Caterers Ltd, Malta Healthcare Caterers Ltd and Incorp Sarl

52. *The companies that make up James Caterers Ltd (JCL) and Malta Healthcare Caterers Ltd (MHCL) appear for many years to have been the dominant suppliers of catering services to the entire Maltese hospitals and healthcare sector (including the three hospitals transferred to VGH under the concession).*

53. *However, as detailed more fully in appendix 2.50, shortly after the Concessionaires began operating, a new contract was negotiated for the three Concession Hospitals. This introduced Incorp Sarl (appendix 3.40), as a 'middleman' between James Caterers Ltd and Malta Healthcare Caterers Ltd and VGH (and subsequently Stewards). This tripartite arrangement, entitled Incorp to earn a 10% "commission" on all of the Concessions catering services.*

54. *We do not have access to Incorp's records to evidence amounts earned under this arrangement. However, as more than €6 million was subsequently paid out of concession monies for the provision of catering services, Incorp was entitled to earn more than €600,000. Joshua Zammit (appendix 1.100) who is closely allied to Keith Schembri, played a key role in bringing this arrangement to fruition.*

Konrad Mizzi and MHCL

55. *Konrad Mizzi resigned from GOM in November 2019 and in April 2020 entered into a consultancy agreement with MHCL. The engagement was for a period of three years with an annual fee of €36,000 with the facility to claim out of pocket expenses.*

56. *Under the terms of the agreement, Dr Mizzi was to provide "strategic advisory in supporting the Board of Directors of Malta Healthcare Caterers Limited Group...to formulate the principles for the client's expansion overseas" and "Advisory services in connection with international development of Care Homes".*

James Caterers Ltd, Malta Healthcare Caterers Ltd and Kasco Group

57. *Keith Schembri's companies Kasco Foods Ltd and Kasco Engineering Ltd gained lucrative contracts to supply goods and services to the catering companies supplying the Concession and other Hospitals.*

58. *When the concession started in 2016, Kasco Trading Limited was loss making and in financial difficulties and therefore explored a potential catering joint venture with James Caterers. This developed into a lucrative relationship which expanded to include the provision of maintenance services to Malta Healthcare Caterers Ltd by Kasco*

Engineering Ltd. We do not have access to any of these companies records to access the resultant earnings but found in the data that Robert Zammit of Kasco Trading Ltd stated in October 2019 that their sales & distribution of foodstuffs with James Caterers Limited was valued at €1,500,000 per annum.

IT services & equipment

59. *The supply of IT services and equipment also appears to have provided a nefarious source of income from the concession for people linked to it. The companies involved were Eurasia Ltd and OHUM Healthcare Solutions.*

	Estimated diversion of Concession funds €
Eurasia Ltd	***700,000***
OHUM Healthcare Solutions	***3,000,000***

Eurasia Ltd

60. *Asad Ali earned a "skim" on the supply of IT equipment into the hospital concession via his company Eurasia Ltd (appendix 2.40). VGH/ Stewards IT Manager, Clarence John Conger-Thompson (appendix 1.40) chose the IT equipment required by the concession and which IT suppliers would provide that equipment. In return for backhanders, he ensured that all of the IT suppliers he selected invoiced Eurasia rather than VGH/Stewards for the goods thus allowing Eurasia to sell the items onwards to the concession at a profit.*

61. *In appendix 2.40 we have therefore sought to establish the "skim" being added which represents a diversion of Concession monies. However, the lack of financial records and accounts means we can only establish that between July 2016 and December 2018 there appear to have been sales of IT equipment of at least €1.76M into the concession. The profit element is not documented but based on a sample of draft invoices it would appear that Eurasia was marking profit margins as high as 70% on the goods supplied. On that basis, the profit margin on those sales would have been in the region of €700,000 – a significant element of which represented overcharge /misappropriation of Concession funds.*

OHUM Healthcare Solutions

62. *Ohum Healthcare Solutions (appendix 2.111) was a supplier of IT services and personnel and is based in India and USA. From October 2016 it provided IT management services to the Concession through a series of service agreements. However, the agreements were not with the Concession owner (VGH Malta) but with the VGH Jersey based company (VGH International Ltd (Jersey) (VGHI)) which is discussed in appendix 6.15.*

63. *Ohum Ltd received over €3.0M from VGH. It was the opinion of VGH's financial controller, Saba Binte Abbas, that all of this represented a misappropriation of Concession funds by Ram Tumuluri and it is clear that Steward stopped paying them as soon as Tumuluri left and they took over. It is also clear that the payments were originally linked to a possible acquisition of part of Ohum by the Jersey companies set up by Shaukat and Tumuluri and were subsequently covered by a back dated agreement for the provision of IT services and systems. That agreement also set up kickbacks to the Jersey companies. However, we cannot tell what Ohum did with the payments made to them, what systems and services (if any) were provided and whether any such services were in relation to the Maltese hospitals or instead related to VGH's more global aspirations. We also cannot see what payments if any actually went from Ohum to entities controlled by Shaukat and Tumuluri.*

64. *So, whilst it is clear that there were clear plans to misappropriate a significant level of funds and Ms Abbas judged that over €3M was so taken, we are unable to state precisely what amount was misappropriated. It is our opinion that, as with other preferred suppliers such as Technoline, the original plan was to acquire a concealed stake in the supplier company in order that the relationship could be exploited to the benefit of key insiders. From the outset Ram Tumuluri led moves to acquire equity in Ohum (again using the Vitals Jersey based companies) and a number of offers to buy between 26% and 49% of Ohum were explored.*

65. *When an equity partnership did not materialise (principally due to the lack of available finance in the Vitals Group) Ram Tumuluri negotiated a back dated agreement so that VGHI in Jersey would receive a 10% commission on all services supplied by Ohum to the Concession. Unfortunately, we have insufficient data to confirm the payment of such commissions to VGHI or its associates but as noted below it was potentially very large.*

66. *We can see that the agreements entitled Ohum to earn an upfront fee of $2,440,000 and ongoing monthly fees of $31K per month plus monthly licence fees (entered into for a period of 30 years) based on the number of beds. They also included a large termination without cause penalty of up to $9,000,000. In our commercial experience, the Ohum agreements appear unduly weighted in favour of the supplier. VGHI was apparently entitled to 10% commission on all of these.*

67. *Our analysis of bank records shows that Ohum were paid €2,685,862 from the VGH Bank of Valletta account and $650,000 from the Bluestone Investments Malta BoV account between 25 October 2016 and 20 October 2017. An additional $135,962 was invoiced by Ohum but not paid, and a further $724,000 was designated as either not invoiced or*

unbilled. However, we have not identified any commission payments to VGHI.

68. *As set out in appendix 1.21, Saba Binte Abbas, financial control for the concession companies, set out a report in November 2017 of the funds she believed to have been misappropriated from Concession funds under VGH. In that she stated:*

    "Though Mr.Ram has paid above Euro 3.33 Million to OHUM's for the IT system implementation but the system is still not running successfully and it failed to cater the risk of erroneous and inefficient financial reporting."

69. *It seems notable that once the concession was taken over by Stewards, Armin Ernst immediately moved to end the association with Ohum. He stated that this was because the Ohum product was never suitable or able to deliver and sought to remove Ohum on the basis that their agreements were with Vitals' Jersey company and not VGH Malta (which was the company Stewards took over). However, we note that this separation process was still ongoing in June 2019.*

Pharmaceutical & medical equipment and services

70. *The supply of Pharmaceutical & medical equipment and services also appears to have provided a nefarious source of income from concession for people linked to it. The companies involved were:-.*

    - *Partners Healthcare International LLC (appendix 5.90)*
    - *MCOP International LLC (appendix 7.50)*
    - *Technoline Limited (appendix 2.20)*
    - *Siriline Ltd (appendix 2.61)*
    - *Cannapharm Technologies Malta Limited (appendix 3.80)*

Partners Healthcare International LLC and MCOP International LLC

71. *Similar Intercompany Agreements to that made with OHUM were identified for two other suppliers, Partners Healthcare International LLC (appendix 5.90) and MCOP International LLC (appendix 7.50). These entitled VGH (Jersey) to a similar 10% commission from VGH Management Malta Ltd of payments due to both companies. These agreements between the Jersey and Malta entities were, in our opinion, complex, unnecessary, and enabled commissions to be extracted from public funds.*

72. *When Steward took over the Concession, the inter-company agreement with PHI was assigned to VGH Management (Malta) and on 16 May 2018, all services agreements and arrangements between the VGH*

Malta Group and PHI were terminated and they made a claim for US$800,000 which was eventually settled for US$434,000.

73. *The inter-company agreement with MCOPI was also assigned to VGH Management and Steward have maintained the agreement. MCOPI continued to provide staff as well as management oversight and development of the prosthetics programme at Karin Grech Rehabilitation Hospital through 2022.*

Siriline Ltd

74. *Ivan Vassallo of Technoline and Giuseppe Rifici of Sirimed SRL became equal shareholders in the Maltese company, Siriline Ltd (appendix 2.61) in November 2018. It was involved in various multi-million Euro health sector related tenders and quotations although we found no evidence that it won any of these or ever traded.*

Technoline

75. *Technoline Ltd (appendix 2.20) is a medical supply company which on paper is owned by Ivan Vassallo's Gateway Solutions Limited (Gateway). After acquisition VGH and Technoline entered into an exclusive supply arrangement on the basis of cost plus 8%. Technoline's annual turnover figures increased by 20% or around €2M in 2017 and by a further 12% or around €1.5M the following year. Technoline's sales figures to Karin Grech Hospital and Gozo General Hospital indicate total sales to VGH in 2017, 2018 and 2019 of around €5.8M with peak sales of €2.7M in each year ended 31 December 2017 and 2018.*

76. *On 1 July 2018, Bernd Hirtreiter und Partner reported to Steward on the Procurement processes and supply chain management with Technoline. That report analysed a sample of items procured by Technoline for both Karin Grech hospital and for Gozo General hospital and concluded that based on their sample there would have been an increase in costs of €375,000 in respect of Karin Grech, and an increase of €825,000 in respect of Gozo General hospital in the period June 2017 to April 2018 by reason of Technoline acting as exclusive procurement agent. This approximates to an overcharge of circa €1,200,000 for that period.*

Cannapharm Technologies Malta Limited

77. *Cannapharm Technologies Malta Limited (appendix 3.80) is a medical cannabis research and production company linked to the Ali family. It was fronted by Schembri's tenant, Denis Orlov, who Malta Enterprise described as a professional money launderer who specialised in assisting government officials to skim proceeds from state projects. It received €150,000 from Spring Healthcare Services AG and €50,000 from Accutor AG between July 2019 and September 2019. When Cannapharm was being formed in July 2018, Prime Minister Muscat and Mr Schembri were actively promoting and giving all necessary governmental support to new foreign investors who applied to begin*

operations in the new regulated cannabis production and research sector.

78. *Rather than open its own business bank account, Chris Spiteri's client bank account was used to receive $495,000 and €200,000 on behalf of Cannapharm from Accutor companies and to pay the company expenses over a 17-month period.*

79. *The €200,000 was received between July and September 2019 in four amounts of €50,000 from Spring Healthcare Services AG (appendix 3.72) and Accutor AG (appendix 3.61). This coincided with Mr Spiteri starting to provide Shaukat Ali and his two sons with details of Cannapharm's transactions giving Shaukat Ali and his sons full transactional oversight of all that was going on in the company.*

General consultancy

80. *We found several large and probably nefarious consultancy agreements which in our opinion probably provided a nefarious source of income from the Concession for people linked to it. The companies involved were:-.*

	Appendix
Mount Everest FZ / GT	*3.20 / 3.30*
Global Assets Holdings Limited	*6.30*
STE Health Co	*3.41*
Eurasia Ltd	*2.40*
Planetcore Malta Limited	*6.70*
Impaqt Limited	*7.10*

Mount Everest FZ / GT

81. *By agreement dated 25 February 2015, Bluestone Investments Ltd (the owner of the concession companies) agreed to pay Shaukat Ali / Mount Everest FZ :*

    i. *€3M if Bluestone acquired funding either through a long-term bond or by listing and trading on public markets. Despite no such major finance having been attained, the €3M was paid to Mount Everest GT in July 2017.*

    ii. *a €2M success fee if the Bluestone / Vitals group of companies won the Concession. This should not have been properly due under circumstances in which the Concession was subject to a predetermined award process. This was paid between October 2016 and July 2017.*

82. *In addition to the success fees of €5.0M a second agreement of the same date (25 February 2015) provided that Bluestone would pay Mount Everest / Shaukat Ali, €100,000 per calendar month for his role as 'Senior Consultant' to Bluestone. The existence of two separate agreements of the same date raises the question as to why separate agreements would be deemed necessary between Bluestone and Mount Everest and why Shaukat Ali's role for Bluestone was deemed so critical that it warranted him potentially earning the relatively enormous sum of €6.2M (€5.0M + €1.2M) in the 18 months between March 2015 and October 2016.*

83. *These payments totalling €6.2M made Shaukat / Mount Everest the single biggest beneficiary from Bluestone over the 3 years that it traded. All of the €6.2M was funded from the Maltese Healthcare Concession in what appears to us to have been a misappropriation of public funds.*

84. *In our opinion, such was the enormous value connected to the two agreements and the circumstances of the two success fees (Shaukat Ali, Mark Pawley and their fellow promoters had already signed the MOU with GOM in October 2014 and major finance was never obtained), the success fee consultancy agreement which supposedly was for the services of one man (Shaukat Ali), appears to us to not only be non-commercial but simply a means of extracting funds out of the concession companies via Bluestone onwards to its 'secret' "major shareholder" - Shaukat Ali/ Mount Everest.*

85. *Despite their liquidation in March 2016, the incorporation of secret companies in Dubai for Mr Schembri and Dr Mizzi by Shaukat Ali in August 2015 (appendices 3.50 & 3.51) also raises the suspicion that not all of the €5.0M paid from Bluestone to Dubai between October 2016 and July 2017 was for the sole benefit of Shaukat Ali / Mount Everest.*

Global Assets Holdings Limited

86. *Global Assets Holdings Limited (appendix 6.30) was controlled by Shaukat Ali and his wife Aasia and received approximately €340,000 from Bluestone from January 2016 to April 2017. Most of this was under the guise of Global providing supposed Procurement Consultancy with a fee of €25,000 per month. We have seen no evidence of any such services being provided.*

STE Health Co – consultancy payments from Steward of at least €1,440,000

87. *Also in late 2017 (just prior to Steward's takeover of VGH in early February 2018) Tunisian company STE Health Co (which appears to be under the control of the Ali family) entered into a consultancy agreement with Steward Health Care International Limited (SHCIL). As*

detailed in appendix 3.41, Steward undertook to pay STE Health for the services of Shaukat Ali and Asad Ali a fee of €400,000, perhaps per month.

88. *The fee due to STE Health Co as 'the Consultant' or Shaukat Ali and Asad Ali as 'the individuals' appears to have been set at €400,000 per month. We identified only two of the monthly payments made by Steward Health Care System LLC (the US parent company) including a first 'advance' payment made to Eurasia Limited in December 2017 and another, possibly the second, to Accutor AG in February 2018.*

89. *As we have not received records from either Steward Health Care System LLC or Accutor AG we have been unable to establish the total value of payments made under the agreement, or more importantly, establish the ultimate beneficiaries of any and all such payments.*

90. *As the identified individuals performing the consulting services, we expect Shaukat Ali and Asad Ali requested the two payments from Steward's US parent company be made to Eurasia and Accutor AG. However, in making the payment to Accutor AG, in which neither Shaukat Ali and Asad Ali had a registered ownership, we consider Stewards were, perhaps unwittingly, distributing the proceeds of the consultancy contract in a manner that could have facilitated the pair with either the concealed transfer of the proceeds to unknown third parties or in straightforward tax evasion.*

91. *Aside from the first advance monthly payment (made to the Ali's Maltese company Eurasia), we consider major payments were being made outside of Malta in compensation for services connected to the transfer of the Maltese Healthcare Concession. As such, the potential for fraudulent payments emanating from within Accutor AG, or any other entity that received funds from Steward Health Care System LLC on foot of the STE Health Co contract, is considered high.*

92. *There is also what appears to have been a second consultancy arrangement with SHIL for €80,000 per month where the consultant is not named but which Mr Ernst linked to Asad Ali. As set out in appendix 3.63 we found that at least 13 of these monthly fees appear to have paid to Accutor AG. The payments shown there (once adjusted for bank charges and an apparent €10k reduction in one month) suggest that at least €1,040,000 was paid under this contract which, added to the one amount of €400,000 in relation to the first contract above, suggests that a total of at least €1,440,000 was paid under these contracts.*

Eurasia Ltd

93. *In addition to being a principal supplier of IT to VGH, Eurasia (appendix 2.40) was also used as a vehicle for Asad Ali to charge €400,000 of consultancy fees to the US parent company of the Steward*

group, Steward Healthcare International LLC. The invoices were for "global healthcare feasibility studies" and Steward's US parent company paid these invoices to Eurasia in early December 2017 just on the cusp of the Stewards group completing the purchase of the hospital concession from VGH. There is no evidence that Eurasia, or Asad Ali, ever carried out any such work.

Planetcore Malta Limited

94. *At first glance Planetcore Malta Limited (appendix 6.70) might appear to relate to Malta's Grand Harbour Regeneration Corporation (GHRC) rather than the Hospitals Concession and to be funded by unrelated USA investors. However, we found that a substantial amount of the funds received were transferred in a concealed manner to Bluestone Investments Malta Ltd via David Meli's client accounts and that substantial payments of consultancy fees were made to the Ali Family and their company Eurasia. Of the approximately €1.5M received from the USA, around €550k was paid under the guise of consultancy payments to Shaukat and Asad Ali, around €170k was transferred via David Meli's client account to Bluestone, and around €55k was paid to Eurasia. We also note that the transfers to Bluestone in January 2016 were before the Concession money started flowing from GOM to VGH/ Bluestone and may have been to keep the concessionary companies active and funded.*

95. *We also note that the timing of the formation of the company (November 2014) and the consultancy agreements (February and March 2015) are all shortly after the Hospitals Concession MOU was signed in October 2014 and that a GOM MOU with Planetcore (May 2015) was at the same time the Concession tender was submitted.*

Impaqt Limited

96. *Impaqt Limited (appendix 7.10) was formed in May 2014 under the financing and control of Schembri's Kasco Engineering – just when Schembri and his associates were developing the hospital PPP concept and consortium. Schembri's Kasco Engineering provided finance of around €80,000 to fund Impaqt and the data reveals that Kasco was initially in control of the company. Kasco was in control of Impaqt until August 2015 (i.e. weeks after the concession was awarded to VGH) when it apparently separated from Kasco which appears to us to be quite a co-incidence. The business was transferred to former Kasco employee John Comerford.*

97. *It provided engineering consultancy services to the Maltese Ministry of Health & Energy which it bought in from Camilleri and Cuschieri. Impaqt added a 44% mark-up to their invoices before invoicing the*

Ministry. These contracts generated over €500,000 in sales in its first twenty months of which €370,000 was billed to the hospitals prior to the concession being awarded. Sales invoices refer to electrical engineering, architectural and M&E Design project management services at Mater Dei Hospital, The Rehabilitation Centre Hospital Karen Grech and Gozo General Hospital.

98. *As set out in appendix 3.77, Impaqt Limited provided €102,000 of consultancy services to Eurybates Ltd between March 2019 and July 2020. On paper, Eurybates is owned by Ivan Vassallo but there are numerous indicators that he was fronting the company on behalf of others.*

Consultancy agreements with the "skim" companies

99. *As noted above, various companies under the control of the conspirators received "skim" monies under the guise of procurement from the Concession companies. In some cases, we have found some or all of these monies being drawn from these "skim" companies to other companies, mainly under the guise of consultancy fees.*

100. *The "skim" companies we have found making these payments are:*

- *The Accutor Group*

101. *The entities we have found receiving these payments from the "skim" companies are:*

- *Ikons Global Ltd – appendix 3.84*

102. *The individuals we have found receiving payments or contracts from the entities being paid by the "skim" companies are:*

- *Konrad Mizzi*
- *Alexander Cutajar (via his company Viracy Media)*

Ikons Global

103. *As detailed in appendix 3.84, we found that the Maltese company IKONS Global Ltd received payments from both Accutor BV (Netherlands) and Accutor AG (Switzerland).*

104. *IKONS in turn has a relationship with Konrad Mizzi and Ministry of Tourism official, Alexander Cutajar (via his company Viracy Media). IKONS is owned by a Maltese holding company called Blessed Investments Ltd which is in turn owned by an Albanian holding company also named Blessed Investments Ltd – Besnik Leskaj is the Director of the Maltese holding company IKONS Global Ltd.*

105. *We found 10 payments from Accutor BV (Netherlands) to IKONS Global Limited between 1 January 2019 and 19 October 2021 totalling €157,029. We found a further payment on 17 April 2019 from Accutor*

AG (Switzerland) to IKONS Global Limited of €21,136.50. The total of these is around €180,000.

106. *Within Dr Mizzi's data is a consulting agreement between IKONS Global Limited and Dr Mizzi and Mr Alexander Cutajar. The agreement is dated 30 March 2020 at which point Accutor BV (Netherlands) and Accutor AG (Switzerland) had between them already paid IKONS almost €180,000. The consulting agreement states that the consultants are to support IKONS Global to enter the Maltese market, offering Software Development and Design, software implementation outsourcing, Business Process Analysis, Support and Maintenance and IT Consulting. Specific tasks are set out for Mr Cutajar, but no specific tasks are detailed for Dr Mizzi.*

107. *Payment terms of €2,100 per month are set for Mr Cutajar but the remuneration is unspecified for Dr Mizzi except that a total success fee would be split 50/50 between the two men.*

Balfour Global Limited

108. *As set out in appendix 6.60, Balfour was a UK company owned by the Ali family, but which was closely linked to Keith Schembri as evidenced by WhatsApp messages we recovered. It was incorporated in February 2020 but did not trade possibly due to the onset of Coronavirus shortly after incorporation.and was dissolved in March 2022.*

109. *It seems to have developed out of a dinner party at the Ali family home involving Shaukat Ali, Asad Ali and Wajid Ali, Keith Schembri, and Mr Schembri's private secretary, Kenneth Azzopardi. Its purpose is unclear but its stated activities per UK Companies House included IT and consultancy. Mr Schembri stated to the WhatsApp group that it involved a "New path will take us towards success and prosperity"*

110. *This company is yet another example of a "consulting" company based on a business relationship between Mr Schembri and the Ali family which on this occasion, for whatever reason, failed to materialise.*

Other individuals and entities linked to Procurement fraud

111. *Clarence John Conger-Thompson – appendix 1.40 was the senior IT Manager for the hospital concession during its operation by both VGH and Stewards. He received payments totalling €158,410 out of Eurasia in relation to the IT supplies by VGH/Stewards.*

112. *Yasar Zafar – appendix 1.80 was advanced €420,000 and paid €68,040 for reputational management services by Eurasia which can be linked both to concession monies and to servicers provided to Schembri and Mizzi. He is also linked to Incorp Sarl and STE Health Co which feature above.*

113. *Mohamed Alawes (also known as Elawiss) – appendix 1.180 – was a Project Manager employed by VGH/Stewards within the hospital concession. He received 'unexplained' payments from both Eurasia Ltd*

(€14,000) and Accutor AG (€50,000) during his supervision of the St Barts construction contract. These appear to be linked to his senior role in awarding the significant tenders within that €15m contract to construction companies Sirimed and Tecnostrutture. His contract with Steward was terminated in 2018 and he received an ex-gratia payment from them of €17,000.

Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-C-67975 - Appendix 3.10:

1. *Bluestone Investments Malta Limited (Bluestone) was the Maltese owner of the three Vitals companies with which GOM entered into the agreement dated 30 November 2015 for the operation and development of the three sites at St Luke's Hospital, Karin Grech Rehabilitation Hospital and Gozo General Hospital 'the concession agreement'.*

2. *Bluestone was privately owned and although it was not party to the concession agreement between the three Vitals companies and GOM, it received over €20M of funds from the concession via VGHM between October 2016 and July 2017 which, in comparison to the value of funds it received from its third-party investors of less than USD $8M (appendix 5.150), essentially made Bluestone a privately owned but state funded company. Despite this, as it did not directly form part of the Maltese Healthcare Concession, it appears to have fallen outside any restrictions over how its funds were expended.*

3. *There are indications that the Ali family treated it as if it was their own "family business" although officially they had no stake in it.*

4. *At the outset, Bluestone was expected to attract major investment and debt financing. The equity investment requirement was set by Bluestone's officers at €42M whilst the debt financing requirement was set at €170M. Neither of these major financing targets, which were required to capitalise the company for the long term and to develop Malta's healthcare infrastructure, were achieved with the result that GoM payments from the Maltese Healthcare Concession were for the main part Bluestone's most significant source of funding. Therefore, by early to mid-2017 Bluestone and the three Vitals companies had not only failed to acquire the funds needed to make significant inroads into the major infrastructure projects committed to as part of the concession, but in fact had all but exhausted even the cash required to maintain the day-to-day operations of the health service at the three hospitals.*

5. *The relatively small amount of investment of less than USD $8M Bluestone received from third-party investors was not only insufficient to properly capitalise the company but was subject to high interest rates which substantially increased the amounts owing to the*

investors. For the most part the accumulating interest went unpaid and eventually led to lawsuits and settlements which became one of several major cash drains on the concession companies.

6. *On 26 November 2015, Bluestone's director, Ram Tumuluri, sought Konrad Mizzi's and Keith Schembri's private advice and assistance in relation to efforts to acquire the major debt financing of €170M from global financial services companies Allianz and Macquarie. This was just four days before Konrad Mizzi signed the Services Concession Agreement with the three Vitals companies on behalf of GOM. By this time, Dubai companies had already been formed for Mr Schembri and Dr Mizzi by Bluestone's 'Senior Consultant', Shaukat Ali. Shaukat Ali had also provided assistance to Mr Schembri in relation to setting up bank accounts in Dubai for both politicians (appendices 3.03, 3.50, 3.51).*

7. *In November 2015, Mr Schembri and Dr Mizzi were also already involved at a detailed level in Gateway Solutions Limited's plan to sell the Gamma Knife equipment to VGH which led to direct contact on the deal between Shaukat Ali and Keith Schembri in April 2016 (appendix 2.00). In late November 2015, BT Nexia had also just begun to plan the structure of the newly proposed Technoline group (which as detailed in appendix 2.00 appeared to involve Mr Schembri and Dr Mizzi) through MMXVI Limited and Astromedic Ltd (aka Holding Company A)' (appendix 2.10) which eventually led to Gateway's purchase of Technoline's shares in February and April 2017 using €5M of concession funds from VGHM (appendix 2.05) and the immediate awarding of a lucrative exclusive supply contract by VGH to Technoline (appendix 2.20).*

8. *By agreement dated 25 February 2015, Bluestone contracted with Mount Everest FZ / Shaukat Ali that in the eventuality that Bluestone acquired funding either through a long-term bond or by listing and trading on public markets, €3M would be due to Mount Everest. Despite no such major finance having been attained, the contract's compensation amount of €3M was paid to Mount Everest GT in July 2017, in what appears to us to have been a misappropriation of public funds.*

9. *Under the same agreement, Bluestone contracted to pay Mount Everest FZ / Shaukat Ali, €2M for his role in 'the project' which was defined as 'the process of signing an Agreement with the Government of Malta which will allow it (Bluestone) to take over and manage a number of health care facilities in Malta'. In other words, Bluestone agreed a success fee with Shaukat Ali / Mount Everest which was dependent on the Bluestone / Vitals group of companies winning the Maltese Healthcare Concession and finalising an agreement with GOM for same. Accordingly, Mount Everest FZ was paid approximately €2M*

between October 2016 and July 2017 for Shaukat Ali's role as 'Senior Consultant' in winning the concession. This and the €2M paid to Mount Everest GT in July 2017 for Shaukat Ali's role in obtaining major financing for the company (that was not achieved) made Shaukat Ali Mount Everest the single biggest beneficiary from Bluestone over the 5 years that it traded.

10. *In our opinion the funds of €2M paid to Mount Everest between October 2016 and July 2017 that was supposedly for Shaukat Ali's consultancy role in assisting towards Bluestone's successfully winning the Maltese Healthcare Concession could not have been properly due under circumstances in which the concession was subject to a predetermined award process. As detailed in appendix 3.02 and 3.03, Shaukat Ali's relationship with Keith Schembri included his assistance in opening companies and bank accounts for Mr Schembri and Dr Mizzi in Dubai in 2015. This, along with the scheme to purchase Technoline using funds from the Maltese Healthcare Concession (appendices 2.00, 2.05 & 2.10) appears to us to be prima facie evidence that the award of the concession tender was predetermined .*

11. *We have therefore formed the opinion that all of the funds of approximately €5.0M (€2.0M + €3.0M) paid from Bluestone to Mount Everest / Shaukat Ali (all of which was funded from the Maltese Healthcare Concession rather than third party investors), represented the misappropriation of public funds.*

12. *Keith Schembri's private association with Shaukat Ali and his and Dr Mizzi's respective private involvements in providing advice and or assistance in connection with the major financing sought from Allianz and Macquarie will be a matter of interest to this Inquiry. However, in our opinion the following facts provide prima facie evidence that these two Maltese politicians were operating contrary to their respective roles for GOM.*

a. *Bluestone and Mount Everest agreed two success fees (one dependant on the signing of a final agreement with GOM and another on obtaining major finance),*

b. *both were subject to input from Dr Mizzi and Mr Schembri (and Mr Schembri's trusted associates, Robert Borg and Manual Castagna)*

c. *both would eventually result in payments of €5.0M to Dubai (where companies had secretly been set up by Shaukat Ali for Mr Schembri and Dr Mizzi in August 2015.*

13. *In addition to the success fees of €5.0M contained in the first consultancy agreement between Bluestone and Mount Everest, a second agreement of the same date (25 February 2015) provided that Bluestone would pay Mount Everest / Shaukat Ali, €100,000 per*

calendar month for his role as 'Senior Consultant' to Bluestone. The existence of two separate agreements of the same date raises the question as to why separate agreements would be deemed necessary between Bluestone and Mount Everest and why Shaukat Ali's role for Bluestone was deemed so critical that it warranted him potentially earning the relatively enormous sum of €6.2M (€5.0M + €1.2M) in the 12 months beginning 1 March 2015.

14. *In our opinion, such was the significant value connected to the two agreements and the circumstances of the two success fees (Shaukat Ali, Mark Pawley and their fellow promoters had already signed the MOU with GOM in October 2014 and major finance was never obtained), the success fee consultancy agreement which supposedly was for the services of one man (Shaukat Ali), was not only an uncommercial agreement but an abnormal agreement.*

15. *Despite their liquidation in March 2016, the incorporation of secret companies in Dubai for Mr Schembri and Dr Mizzi by Shaukat Ali in August 2015 (appendices 3.50 & 3.51) also raises the suspicion that not all of the €5.0M paid from Bluestone to Dubai between October 2016 and July 2017 was for the sole benefit of Shaukat Ali / Mount Everest.*

16. *It would appear to us therefore to be a distinct probability that some part of the success fees of €5.0M were for the personal benefit of Dr Mizzi and Mr Schembri. on the basis that:*

a. *the fees were linked to two objectives that Dr Mizzi and Mr Schembri were either directly involved in or for which they had been asked for their advice and/or influence within GOM*

and

b. *would be compensated by payments to Dubai - where Shaukat Ali had already assisted Mr Schembri with opening bank accounts and forming secret companies for both him and Dr Mizzi.*

However, in order to investigate the matter fully and give a definitive opinion we would require all bank information for both Mount Everest FZ (appendix 3.20) and Mount Everest GT (appendix 3.30) in order to consider the application of Malta's healthcare funds once paid to Dubai.

17. *As detailed in the body of this and in other appendices, we highlight the following payments from Bluestone for the potential benefit of the key players within GOM:*

- *Over €5,000,000 paid to Mount Everest FZ / GT in Dubai between October 2016 and November 2017 (appendices 3.20 & 3.30)*

- *€90,000 paid to DF Corporate Services on 4 November 2016 to be used as part of the deposit for the purchase price of approximately €5,000,000 for Technoline shares in February / April 2017 (appendix 2.05)*
- *2 x €100,000 paid to Technoline on 28 June 2017 and 24 July 2017 (appendix 2.20)*
- *Three payments totalling €360,000 paid to Accutor AG between May and November 2017 including €120,000 for the incorporation / funding of VGH Europe AG / Accutor Consulting AG (appendix 3.62)*
- *€9,600 to Mr Schembri's 3City Design Limited for the rent of an apartment by VGH belonging to Mr Schembri's FSV Limited (appendix 1.01)*

18. *In appendix 3.62 we discuss the three payments totalling €360,000 to Accutor AG which relate to Shaukat and Ram Tumuluri's company VGH Europe AG (later renamed Accutor Consulting AG). Prime Minister, Joseph Muscat received two payments of €15,000 from Accutor Consulting AG in March and April 2020 (appendix 3.62). Dr Muscat also received two related payments of €15,000 from a separate Accutor company, Spring X Media (appendix 3.71).*

19. *As set out in our appendix on Vitals Procurement Limited (2.05), funds of €90,000 from the Maltese Healthcare Concession were routed from VGHM via Bluestone, through DF Advocates and on to Gateway, which was then used as a deposit for the purchase of the shares in Technoline. The €90,000 was however only a small part of the approximately €5.0M paid to purchase Technoline's shares, all of which was from funds paid to VGHM from the Maltese Healthcare concession. The connections between Keith Schembri, Konrad Mizzi and the companies that were involved in the share purchase including, Gateway Solutions Limited (2.00) and Vitals Procurement Limited (2.05) and the planning carried out by Nexia BT for a new Technoline group of companies including MMXVI Limited and 'Astromedic Ltd , Holding Company A', (2.10) are set out in separate appendices.*

20. *As it was a private company and not directly part of the Maltese Healthcare Concession, Bluestone's finances were removed from any degree of scrutiny that might have been expected in relation to the Vitals companies. Bluestone's financial statements for the year ended 31 December 2015 were not prepared or submitted until 2019 and no further accounts appear to have been completed meaning that no opportunity was given to interested parties for review.*

21. *In appendix 3.11 we have therefore considered the source and application of the funds transacted through the two bank accounts available to us in the name of Bluestone and, where appropriate, we have highlighted instances of significant spending. Such expenditure included, not only the consultancy valued at €5.0M to Mount Everest but also consultancy payments to Shaukat Ali's family members valued at €1.3M, high value luxury retail expenditure, luxury travel and further foreign payments in connection with Ram Tumuluri and Shaukat Ali's separate business involvements in Jersey, Eastern Europe and Switzerland (Accutor).*

22. *As he did not have an official stake in Bluestone, Shaukat Ali had no official ownership or control over the Vitals group or the Maltese Healthcare Concession. However, his and his family members' various links and associations with Bluestone, along with his shareholding in Pivot, which would have given him part ownership of the Maltese Healthcare Concession but which was foregone to avoid due diligence on its directors, gave Shaukat Ali a high degree of operational control within Bluestone. This control is ultimately shown through Shaukat Ali and his family becoming the primary benefactors of major consultancy payments from Bluestone and Vitals.*

23. *As analysed in appendix 1.300, for their roles in Bluestone, we understand that Stewards agreed to pay Mark Pawley and Ram Tumuluri €15.5M. We did not discover the basis of the agreement but per Miroslav Boyanov of Stewards it was agreed at a "high level" in Stewards. Mark Pawley was to receive €5M and Ram Tumuluri €10.5M, including €950,000 towards his legal fees. The payments were to be paid by Stewards directly to Mr Pawley and Mr Tumuluri's private bank accounts. As such the payments made by Stewards are not reflected in Bluestone's bank statements and do not form part of Bluestone's finances. They are however relevant to understanding how Mark Pawley's ownership of Bluestone, that on paper should have given him ultimate control of the concession, and Ram Tumuluri's executive leadership role within the Vitals companies, was brought to an end.*

Bluestone had the appearance of being a family business of the Ali's

24. *Appendices 3.12 and 4.13 show summaries of payments from the bank accounts of VGH and Bluestone respectively. It is striking that five members of the Ali family personally receive money together with cars, private health insurance, and credit cards. Together with the transfers to the company's they control, a total of €6.3 million was taken out by them in the VGH period.*

25. *By contrast, the supposed UBO Mark Pawley received only €333,000. His company, Blackrun Corporate, also received €200,000 although it is not clear whether this was for Pawley personally or his investors.*

26. *Ram Tumuluri was given a company car but did not even receive his salary as Managing Director as this was simply deferred. As set out in appendix 1.13, he later claimed €1.6 million from Steward for "pending salary" for the period March 2015 to February 2018.*

27. *When Steward took over the concession in February 2018 they immediately sent €2.5 million to Accutor AG describing it as "certain termination payments" for the benefit of Ram Tumuluri. However, our Summary of Amounts to/from Accutor Entities at appendix 3.63B shows that only €1.2 million of this was forwarded to Tumuluri (by instalments starting after a delay of five months). Of the rest, appendix 3.63B shows that around €650,000 was distributed to the Ali family, €105,000 was transferred to Mount Everest GT, and €620,000 was sent by degrees to Bluestone to cover what appear to be Ali family expenses. Appendix 3.11 shows €640,000 being received by Bluestone in the "post-Steward takeover period" (of which the €620,000 from Accutor AG is the main part) and appendix 3.12 for the same period shows that this mainly paid credit cards, travel and car expenses which appear to be for the Ali family plus the professional fees of their advisers.*

Efforts to attract major debt financing

28. *Attracting major debt financing for the development and operation of the concession's hospitals was, in our opinion, the key function of Bluestone in its role as holding company for the Maltese group of Vitals companies. As already noted, the relatively small amount of investment received from third party investors was completely insufficient to capitalise Bluestone to allow it to fulfil the hospital development obligations committed to by Vitals.*

29. *As set out in appendix 5.140, major debt financing was sought in London and the process of meeting and agreeing terms with the major lenders was carried out from September 2015 to January 2016. DF Advocates fee note dated 2 February 2016 shows that they drafted a "Direct Agreement" between Lenders, VGH and GOM and were involved in the meetings in London with the lenders and their representatives in October and November 2015. [1139]*

30. *On 26 November 2015, Ram Tumuluri sent an email from his personal email account 'ram.tum1@gmail.com' to Konrad Mizzi's Hotmail email account and Keith Schembri's 'Frank Pillow' email account attaching draft versions of a 'Collateral Deed' (last modified by Ram Tumuluri)*

1139 [027.16 Bluestone Investments Malta Limited.pdf]

and a 'Lenders Direct Agreement' (authored by Deborah Chappell of DF Advocates and last modified by Ram Tumuluri). [1140] [1141] [1142]

31. *Both the 'Collateral Deed' (which in the document itself is called the Collateral Agreement) and the 'Lenders Direct Agreement' were to be between GOM and Vitals Global Healthcare Limited and an unspecified 'agent'. As GOM was to be a party to the two agreements we expected to identify some involvement and evidence of document preparation on behalf of GOM. However, other than Mr Schembri and Dr Mizzi, we did not locate evidence of GOM involvement within the GOM data suggesting that both draft documents had been prepared outside of GOM (i.e. without passing through civil servants etc) before being sent to Dr Mizzi and Mr Schembri. We recommend that explanation for that is obtained from Dr Mizzi and/or Mr Schembri or within GOM.*

32. *We note that the draft Lenders Direct Agreement states in two places that Vitals Global Healthcare Limited entered into the agreement with GOM on 24 September 2015 whereas the concession agreement was dated 30 November 2015.*

33. *In each agreement the address of GOM was given as the "Ministry of Energy and Health, Auberge de Castille, Valletta, Malta (the "GOM") which suggests that Konrad Mizzi was to have been the signatory on behalf of GOM. In other words Dr Mizzi may have had a private but direct involvement in assisting Bluestone obtain financing for the project.*

34. *In his email to Dr Mizzi and Mr Schembri on 26 November 2015 Mr Tumuluri advised:*

    "Hi Konrad, Good morning. Please find the attached drafts as discussed. I am in London and will be with Macquarie and their lawyers as well as Allianz and their lawyers going over DD details.

    Please review and let me know what we can agree to and what we need to amend.

    Both Macquarie and Allianz wants to do this deal, its their legal counsel I am working on pleasing and satisfying. I have my knee pads ready.

    I look forward to hearing from you.

1140 [283556.partial.eml]

1141 [Collateral Deed (1).docx]

1142 [Lender_s Direct Agreement v A30891291 v0.3 Direct Agre....docx]

On a side note, equity is ready and accepted by both Macquarie & Allianz so we are just working on GOM side of DD at this moment."

35. *In seeking either the private advice and/or influence of Dr Mizzi and Mr Schembri in relation to obtaining the major debt financing, Mr Tumuluri appears to have been working with the two politicians outside of their political roles. We did not identify a response to Mr Tumuluri's email from either Konrad Mizzi or Keith Schembri but each of them receiving Mr Tumuluri's email to their private emails accounts suggests that they were privately assisting Bluestone / Vitals in a manner that was separate but perhaps parallel with their political roles in GOM.*

36. *Mr Schembri continued to keep Mr Tumuluri's email in his private email accounts by forwarding it from his 'Frank Pillow' email account to his Kasco email account on 26 November 2015. [1143]*

37. *Whatever the personal remits of both Dr Mizzi and Mr Schembri in assisting with Bluestone's/Vitals efforts to attract major financing, we expect the timing of their involvement in this, the single most important issue for Bluestone as holding company for the newly appointed concessionaire group of companies, will be of special interest to this Inquiry as by November 2015:*

    - *Dubai companies had already been formed for Mr Schembri and Dr Mizzi by Shaukat Ali. Shaukat Ali had also provided his assistance in attempting to set up bank accounts in Dubai for both Mr Schembri and Dr Mizzi (appendices 3.03, 3.50, 3.51)*
    - *Mr Schembri and Dr Mizzi were involved at an operational level in Gateway Solutions Limited's plan to sell the Gamma Knife equipment to VGH (appendix 2.00)*
    - *BT Nexia had begun planning on the structure of the newly proposed Technoline group for Mr Schembri, Dr Mizzi and their associates through MMXVI Limited and 'Holding Company A' (appendix 2.10)*

38. *Mr Schembri received further financing options prepared by Mr Tumuluri to a separate private email account (keith.a.schembri@gmail.com) on 26 October 2017. In Mr Tumuluri's first option, Deutsche Bank was to provide bridging finance of €170 million for a period of 3 years. His second financing option referred to CNBM (China National Building Materials Group Corporation) financing the concession's constructions costs. However, Mr Tumuluri's efforts here did not come to fruition as by October 2017 a takeover deal*

1143 [283556.partial.eml]

with Stewards was already being discussed. [1144] [1145] The efforts to attract senior debt funding are considered in Appendix 5.140.

39. *The significance of Mr Tumuluri presenting further financing options for Mr Schembri's consideration in late October 2017 is that Bluestone had already paid Mount Everest GT €3.0M on 19 July 2017 (this being the compensation amount for obtaining major funding per the success fee consultancy agreement dated 25 February 2015).*

40. *Deutsche Bank's financing was not finalised and, as per a DF Advocates fee breakdown, all work in connection with same was suspended pending the takeover of VGH Malta by Stewards. [1146]*

41. *Our analysis of all fees raised by DF Advocates to Bluestone, including the February 2016 fee for work done in relation to Macquarie, is in appendix 3.16.*

PWC report indicated that €23 million of equity investment had been received by 30 January 2017

42. *As discussed in appendix 5.130, PWC prepared a report dated 30 January 2017 for the directors of Bluestone entitled "Bluestone Investments Malta Ltd High-level indication of value of the Service Concession for hospitals in Malta and Gozo". [1147]*

43. *PWC set out its understanding of the Bluestone group's Maltese structure referring to Vitals Global Healthcare Ltd as 'Hold Co', Vitals Global Healthcare Management Ltd as 'Management Co' and Vitals Healthcare Assets ltd as 'Asset Co'.*

44. *Key to PWC's valuation of the concession was €42 million of equity (around €23 million of which they were told had already been advanced by the "Promoters" during 2015 and 2016) and €170 million of long term senior debt financing to be received from Allianz. PWC stated:*

    "In this presentation, equity is represented by the €42 million which were put in by the Promoters in the form of a profit participating loan"

    "Non-resident investors will grant a Profit Participating Loan ("PPL") to Hold Co"

    "Investors are advancing a €42 million profit participating loan to Hold Co, for Hold Co to acquire equity in Management Co. Hold Co. is paying €9.2 million in interest in 2018, increasing to €37.7 million in

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1144 [809667.partial.emlx]

1145 [VGH Finace Close.pptx]

1146 [Fee Breakdown_PDF.pdf]

1147 [RE DEBORAH CHAPPELL SHARED LEGAL & GENERAL INVESTMENT MANAGEMENT WITH YOU-1.MSG-Valuation summary PWC.pdf]

2022. It is assumed that Hold Co will repay the €42 million PPL at the end of the Service Concession Term (that is, in 2046)"

"Hold Co will be acquiring €42 million of equity in Management Co during the period 2015 to 2017. It is assumed that at the end of the Concession Period, Management Co will be dissolved and Hold Co will receive back the €42 million"

"Asset Co. will obtain €170 million in long term senior debt from Allianz, of which a drawndown on €106 million will occur in 2017 and the remaining amount in 2018. These proceeds will be forwarded in full to Management Co in the form of an intercompany loan. Management Co will re-pay this loan on the same basis that Asset Co is paying to Allianz."

45. *PWC also set out a table summarising the value of equity investment received and pending as at 30 January 2017:*

Amounts in €'000s	2015	2016	Jan to Mar-17	Apr to Jul-17	Total
Equity investment	(7,241)	(16,131)	(8,374)	(10,253)	(42,000)
PVIF	1.00	1.00	1.00	0.95	
Discounted investment	**(7,241)**	**(16,131)**	**(8,374)**	**(9,735)**	**(41,482)**

46. *In Tumuluri's later funding pitch in late 2017 he refers to €26M Equity invested. He includes the €9M Performance Guarantee Bond (Shapoorji contractor) and says the rest is €17M of shareholders loans. There was a set of VGH Management a/cs [1148] which show Total Assets at that date of €17M in VGH. If you add on the Shapoorji Bond of €9M then that takes you to €26M. However, most of those assets/ receivables were funded by GOM.*

47. *PWC's figures show that they were told that by the end of 2016, around €23.4M (€7.2M + €16.1M) had been received from investors / promoters. We found no evidence supporting this level of equity investment (see appendix 5.150). As noted below, the total value of funding we can see being received by any company in the Maltese Bluestone / Vitals group as at the date of PWC's report was just $2.8M, as lodged to Bluestone's BOV Dollar account (see below).*

48. *PWC commented that the principal sources of information used by them in performing the valuation was "version 3.59 of the financial model delivered to us by DWPF and the Promoter on 11 January 2017". PWC do not state who this "Promoter" was but state that the DWPF model was not subject to review and hence they did not provide assurance that the model accurately presents the Project's parameters.*

1148 [FW PROPOSAL .MSG-VGH Management Accounts (Unaudited)_ June till April 2017 (1).pdf]

In other words PWC were relying on DWPF model and ultimately the representation of Bluestone's promoters / officers for the figures of the amount of equity investment in Bluestone.

49. *DWPF charged $200,000 for funding advice provided pursuant to the DWPF engagement letter dated 30 September 2015 signed by DWPF and Ram Tumuluri on behalf of VGHL. [1149]*

50. *The suggestion that the Bluestone / Vitals group either had or was set to receive equity / profit participating loans of €42 million in order to fund the group's operation and development of the hospitals (and this to be followed by senior debt financing of €170 million) was in our opinion a significant issue at the heart of the eventual failure of Bluestone and the three Vitals companies. The lack of any significant investment of equity or debt financing, coupled with the consultancy payments of €5M paid to Mount Everest / Shaukat Ali and family during 2016 and 2017 (and the €5M paid from VGHM to a Gateway in February and April 2017), were in our opinion the two main sets of transactions that created significant cash flow problems within Bluestone and VGHM from early 2017.*

High borrowing costs

51. *On 10 March 2020, Miroslav Boyanov emailed Chris Spiteri in relation to a financial model. Mr Boyanov commented: [1150]*

    "In early years, (2015 – 2017) VGH did not have established credit lines and they had to borrow from Bluestone are very high rates; this explains the early period high borrowing costs, which is evidenced by documents and bills that we had seen and had to settle post acquisition."

52. *Bluestone did not obtain debt finance, so the high borrowing costs refers to the high interest rates charged by the third party investors. The accumulating interest went unpaid and eventually led to lawsuits and settlements which became one of several major cash drains on the company.*

53. *We have prepared separate appendices for each major investor which details the value of investment made in Bluestone and the repayments / settlement agreements.*

Mount Everest

54. *Bluestone entered into two consultancy agreements dated 25 February 2015 with Shaukat Ali's Mount Everest FZ (appendix 3.20). We did not locate Microsoft Word versions of the agreements to allow us to*

1149 [message.body - FW FW FW Rams and additional claims..msg]

1150 [message.body - Re revised IFRIC 12 model from PwC.msg]

confirm when or by whom they were prepared. However, we found PDF versions of each agreement within Dr David Meli's data which suggests he was involved in preparing them. [1151] [1152]

55. *We found only the draft version of each agreement which are both signed by Mark Pawley on behalf of Bluestone. Shaukat Ali was to sign on behalf of Mount Everest FZ but we did not locate the final versions of the agreements with his signature. However the payments to Mount Everest FZ and Mount Everest GT during 2016 and 2017 indicate that the agreements were finalised.*

56. *We note that up until early May 2015, the plan between the promoters (Shaukat Ali, Mark Pawley and Mohammad Shoaib Walajahi) was for Crossrange Holdings Limited to submit the concession RFP but as discussed later in this appendix the plan evolved in and around 11 May 2015 so that Bluestone/Vitals would submit the RFP. Up until May 2015 Shaukat Ali had a 30% share in the project via Pivot Holdings Limited's 30% share in Crossrange Holdings Limited. However when the decision to remove Crossrange took place this effectively concealed Shaukat Ali's official connection to the project. [1153]*

57. *We expect therefore that the two consultancy agreements were most likely prepared after 11 May 2015 (once Bluestone/Vitals was agreed as the group submitting the concession bid) but backdated to 25 February 2015. The possible reasons for backdating of the agreements are not immediately clear but if they were prepared after the concession agreement between the three Vitals companies and GOM had been finalised in November 2015 then the success fee for €2M that was supposedly dependant on signing the final agreement with GOM could not have been a success fee but instead may have been an agreed payment that recognised Shaukat Ali's (and others) personal contributions to the project from as early as 2014.*

58. *The most significant consultancy agreement for this Inquiry we expect will be the agreement relating to two success fees totalling €5.0M payable Mount Everest following the signing of the Final Agreement with GOM and for achieving long term finance for the project. [1154]*

59. *The agreement stated that in the eventuality that Bluestone acquired funding either through a long-term bond or by listing and trading on public markets, €3M would be due to Mount Everest. Despite no such major finance having been attained, the contract's compensation / success fee amount of €3M was paid to Mount Everest GT in July 2017, in what appears to us to have been a misappropriation of public funds.*

1151 [Consultancy Agreement-Bluestone Malta (2M) 2.pdf]

1152 [Consultancy Agreement-Bluestone Malta (100K) 2.pdf]

1153 [message.body - New incorp needed urgently.msg]

1154 [Consultancy Agreement-Bluestone Malta (2M) 2.pdf]

60. *In the same agreement, Bluestone agreed to pay Mount Everest FZ / Shaukat Ali, €2M for his role in 'the project' which was defined as 'the process of signing an Agreement with the Government of Malta which will allow it (Bluestone) to take over and manage a number of health care facilities in Malta'. In other words, Bluestone agreed a success fee with Shaukat Ali / Mount Everest which was dependent on the Bluestone group of companies winning the Maltese Healthcare Concession. Accordingly, Mount Everest FZ was paid approximately €2M between October 2016 and July 2017 for Shaukat Ali's role as 'Senior Consultant' in winning the concession.*

61. *We observe here that the two success fees (one dependant on the signing of a final agreement with GOM and the other on obtaining major finance) were each dependant on some form of input or assistance from Dr Mizzi in his role as Minister for Energy and Health and from both Dr Mizzi and Mr Schembri through their private email communication with Ram Tumuluri / Shaukat Ali when they were consulted in relation to Allianz and Macquarie in November 2015.*

62. *The second consultancy agreement was for Shaukat Ali to perform the services of 'Senior Consultant' for Bluestone at a remuneration of €100,000 per calendar month. The stated duties of the senior consultant in this agreement were not success related but rather generic including "Report directly to the Board and keep the Board promptly and fully informed of his conduct of the business of affairs of the Company...". [1155]*

63. *Under the two consultancy agreements, Shaukat Ali / Mount Everest FZ stood to earn €6.2M (€5.0M + €1.2M) in the 12 months beginning 1 March 2015. As detailed in our bank account analysis section below, Mount Everest FZ / GT received over €5.0M from Bluestone between October 2016 and November 2017. In addition, a further €1.3M was paid from Bluestone to Shaukat Ali and his family including his two sons and two wives and their company Global Assets Holdings Limited.. This is detailed further in our bank account analysis section below.*

Formation, ownership and directorship

64. *Bluestone was incorporated in Malta on 9 December 2014. It's 1,200 shares were owned by BVI company, Bluestone Special Situations #4 Limited (Bluestone Special Situations) which was in turn was owned by another BVI company, Asia Harimau Investments Limited (Asia*

1155 [Consultancy Agreement-Bluestone Malta (100K) 2.pdf]

Harimau). We have considered the BVI companies and their ownership of Bluestone in appendices 5.30 and 5.31. [1156] [1157] [1158]

65. *Mark Pawley's ownership of Asia Harimau meant that he was the ultimate beneficial owner of Bluestone Special Situations and therefore the ultimate beneficial owner of Bluestone. We have prepared separate appendices on Asia Harimau (appendix 5.31), Bluestone Special Situations (appendix 5.30) and Mr Pawley (appendix 5.10). [1159]*

66. *Mark Pawley was the sole appointed director of Bluestone from the date of incorporation until 27 March 2015, when Ram Tumuluri was appointed as a second director. [1160]*

67. *Jonathan Vella of Chris Spiteri's office was Company Secretary from incorporation until 14 November 2016 when Ram Tumuluri was appointed. [1161] [1162]*

68. *Bluestone's Memorandum and Articles of Association were updated on 9 July 2015 to appoint Tumuluri as a Director and give him sole signing power for documents. [1163] We note that this was done immediately following the award of the tender.*

Activity

69. *Bluestone owned all 1,200 shares in Vitals Global Healthcare Ltd from its incorporation on 13 May 2015 until 16 February 2018 when 95% of the shares were sold to Steward Healthcare International Limited. The remaining 5% of the shares were allocated by VGH to Ashok Rattehalli in settlement of a share option agreement previously entered into with him. Therefore, Bluestone was the holding company for the Vitals group of companies in Malta from May 2015 until February 2018. [1164] [1165]*

70. *Although he held no official ownership or directorship of Bluestone, Shaukat Ali was closely involved with the affairs of the company (and the Vitals companies) in his role as 'Senior Consultant'. Four members of his family, including his two sons and two wives were also given roles in Bluestone from which they received substantial remuneration*

1156 [Bluestone certificate.pdf]

1157 [Bluestone M&A.pdf]

1158 [Img-322152900-0001.pdf]

1159 [Corporate Structure-06112014.pdf]

1160 [Form K.doc]

1161 [RE_ BLUESTONE SPECIAL SITUATIONS 4 LIMITED_(4).MSG—Bluestone Investments Malta Ltd.pdf]

1162 [FORM-K Secretary(23).doc]

1163 [mp_box2_court files_03_dokac110001942021042113313S.pdf - Pages 73-80]

1164 [Share Certificates of VGH Group Malta.pdf]

1165 [VITALS GLOBAL HEALTHCARE LTD(3).doc]

packages and related benefits including motor vehicles, health insurance and travel.

71. *Bluestone was the owner of the three Vitals companies with which GOM entered into the agreement dated 30 November 2015 for the running of the three sites at St Luke's Hospital, Karin Grech Rehabilitation Hospital and Gozo General Hospital. [1166]*

72. *As set out in detail in our paragraphs on the background to formation and ownership, in May 2015 Bluestone was designated as the holding company for the Vitals companies that formed the group making the tender submission for the Maltese Healthcare Concession.*

73. *The registered address of the company from its incorporation was Crossbow House until 15th July 2016 when it was changed to 42, Ta' Xbiex Seafront, Ta' Xbiex. [1167] [1168]*

Subsidiaries

74. *In addition to owning Vitals Global Healthcare Ltd (appendix 4.01), Vitals Global Healthcare Management Ltd (appendix 4.10) and Vitals Global Healthcare Assets Ltd (appendix 4.20) from their incorporation in 2015, Bluestone held 70% of the share capital of two other companies formed in 2014, Gozo Global Healthcare Ltd (appendix 7.10) and Gozo International Medicare Ltd (appendix 7.20). Shaukat Ali's Pivot Holdings Ltd (Pivot) owned the remaining 30% of the two Gozo companies. It was originally intended that both Bluestone and Pivot would share ownership of the concession under this 70/30 split. [1169] [1170]*

75. *The Memorandum of Understanding dated 10 October 2014 between GOM, Mark Pawley, Ashok Rattehalli and, in their capacity as Directors of Pivot Holdings Limited, Mohammad Shoaib Walajahi and Shaukat Ali, gave each of the four "Investors" a right to develop and operate the Project which at that time was defined as the setting up of a Gozo Medical Complex in Gozo, the extension and operation of the Gozo General Hospital, the construction and operation of an assisted living centre, as well as the construction of a School of Medicine to be operated by Barts School of Medicine and Denistry. [1171]*

1166 [3.1.1. SERVICES CONCESSION AGREEMENT (1).ZIP–Service Concession Agreement_Executed_Part 1.pdf]

1167 [Bluestone Investments Malta Ltd.pdf]

1168 [RE NEW COMPANIES-O.MSG–Form O - Bluestone.pdf]

1169 [GOZO GLOBAL HEALTHCARE LTD.pdf]

1170 [GOZO INTERNATIONAL MEDICARE LTD.docx]

1171 [Memorandum of Understanding.pdf]

76. *Pivot Holdings Ltd was removed from forming part of the concession in May 2015 in an effort to prevent a requirement to carry out due diligence on Pivot's shareholders (Mohammad Shoaib Walajahi and Shaukat Ali). Ram Tumuluri emailed Jonathan Vella with instructions that would make Bluestone rather than Crossrange the holding company for the Maltese Vitals group of companies. Mr Tumuluri intimated that the reason for this was to avoid a due diligence process on Shoaib Walajahi (but it also prevented the same due diligence on Shaukat Ali). [1172]*

77. *The change, which removed any official ownership connection Shaukat Ali had to the concession, did not reduce Shaukat Ali's association with Bluestone and the Vitals companies as he and his family members were given senior positions within Bluestone and Vitals.*

Background to formation and ownership

78. *On 26 November 2014, Ram Tumuluri emailed Chris Spiteri and Jonathan Vella regarding the incorporation of Bluestone. Mr Tumuluri attached the certificate of change of name for Bluestone Special Situations. [1173] [1174]*

"Hi, Chris & Jonathan

It was pleasure meeting you both and thank you for taking time to assist our group with the incorporations. Please find the info on Bluestone [the BVI company] as discussed. Please let me know if you need any other info

Regards Ram."

79. *Jonathan Vella replied on 26 November 2014 indicating that the only information still pending in order to complete a draft memorandum and articles of association was Mark Pawley's residential address which Ram Tumuluri provided the next day. [1175]*

80. *The name Bluestone Investments Malta Ltd was reserved by Christopher Spiteri on 26 November 2014 [1176]*

81. *On 1 December 2014, Shoaib Walajahi emailed Chris Spiteri with detailed urgent instructions on Bluestone's position in a new group of companies that had been agreed with Mr Tumuluri: 1177*

1172 [message.body - New incorp needed urgently.msg]

1173 [message.body - Bluestone info.msg]

1174 [Bluestone Special Situations_4 Limited – Certificate of Change of Name.pdf]

1175 [message.body - Re:Bluestone info.msg]

1176 [message.body - FW: Reserved Name – BLUESTONE INVESTMENTS MALTA LTD.msg]

1177 [message.body - RE: Revised Corporate Structure – URGENT.msg]

"Dear Jonathan

Further to our meeting last week and the draft documents which you emailed (attached above) I have had discussions with Mr Tumuluri & we are mutually agreed on a new corporate structure, which requires only slight modifications to what was envisaged earlier.

The attached new organisation structure chart will clarify & put everything in perspective.

Accordingly, Bluestone Investments Malta Limited should be incorporated as is & you should have received by now the original document signed by the 100% shareholder and only director, Mr Mark Edward Pawley. Kindly incorporate this company as soon as possible. We shall be arranging the necessary funds for payment of capital and your fees for incorporating this company as well as the other three companies, by Tuesday 2nd December.

As regard the modifications we have agreed to create one new Maltese Limited Liability Company, which will be our Joint Venture (JV) Company, in which Bluestone Investments Malta Ltd, will own 70% shareholding & Pivot Holdings Limited will own 30%. Presently, there would only be two directors for this Holding Company. Mr Mark Edward Pawley & Mr Mohammad Shoaib Walajahi.

This holding company will fully (100%) own the other two companies, Gozo International Medicare Limited (The Asset Owing Company) & Gozo Global Healthcare Limited (The Management & Operating Company). These companies will presently only have 2 directors; Mr Mark Edward Pawley & Mr Mohammed Shoaib Walajahi. All three companies will at a subsequent time have additional directors, making a total of 5 for Bluestone & 2 for Pivot. For the present, please have Mark Edward Pawley as the Chairman of all the companies and you as the Legal Secretary for all the companies.

Kindly draft/revise the Memorandum & Articles of Association for the three companies at the incorporate these sequentially, upon receipt of the Euro 1,200 minimum capital.

For the JV Holding Company, kindly check the name availability of the following proposed names;

1 Crest Holdings Limited.

2 Summit Holdings Limited.

3 Pinnacle Holdings Limited.

4 Capstone Holdings Limited"

82. *Jonathan Vella replied on the same day to confirm that he had applied to reserve the name Crest Holdings Ltd. Mr Walajahi reminded Mr*

Vella he had only asked him to check the availability of the various names and he asked Mr Vella to also check the availability of "Crescent Holdings Limited as a fifth name option for the JV Company".

83. *On 4 December 2014, Shoaib Walajahi emailed Chris Spiteri: [1178]*

"Dear Chris...As agreed with Jonathan, please incorporate in order; Bluestone Investments Malta Ltd, following that the JV Holding Company; Crossrange Holdings Limited & after that Gozo Global Healthcare Ltd (The Operating Company) & Gozo International Medicare Limited (The Gozo Hospital Asset Owning Company). Mark Pawley has already couriered signed company documents (MOA&AOA) for all three companies as well as his bank reference letter from Citibank"

84. *On 4 December 2014, €1,200 was deposited to BOV new companies in formation account. [1179]*

85. *There was a rush to incorporate the various companies including Bluestone per an email from Shoaib Walajahi to Chris Spiteri on 8 December 2014. [1180]*

"Kindly confirm the earliest date that Bluestone Investments Malta Limited, 100% owned by Mark Pawley, will be incorporated as he is also the sole director.

As soon as this incorporation is complete, please rush to incorporate Crossrange Holdings, 70% owned by Bluestone Investments Malta Ltd & 30% by Pivot Holdings Ltd, for which Mark Pawley, Mr Shaukat and I must sign to represent both companies"

86. *Bluestone was incorporated on 9 December 2014 and on 10 December 2014, Jonathan Vella confirmed to Ram Tumuluri that it had been incorporated: [1181]*

"Dear Mr Pawley & Mr Ram.

The registry of companies have accepted this document. The company Bluestone Investments Malta Limited has now been incorporated with the Malta Financial Services Authority. Tomorrow Mr Walajahi and Mr Shaukat Ali will come to our office to sign the Memorandums and Articles of Association of the other companies so I can incorporate them also."

1178 [message.body - FW: Formation of 4 companies.msg]

1179 [mp_box2_court files_03_doksc1100019420210421133135.pdf - page 19]

1180 [message.body - Incorporation of Bluestone Investments Malta Ltd & Crossrange Holdings Ltd.msg]

1181 [message.body - Re: Fwd: Incorporation of Bluestone Investments Malta Ltd & Crossrange Holdings Ltd.msg]

87. *On 12 December 2014, Jonathan Vella emailed Ram Tumuluri and Mark Pawley: [1182]*

"The registry of companies have given me the certified copies of the memorandum and articles of association together with the certificate of Incorporation. I have everything at our office and whenever you want to come over to pick up the copies.

Furthermore, please note that today I have delivered all the documents for Crossrange Holdings Limited and it should be incorporated by Tuesday next week after which I will incorporate the other 2 companies"

88. *On 17 December 2014, Jonathan Vella confirmed with Mr Tumuluri and Mr Walajahi that Crossrange had been incorporated. [1183]*

89. *On 18 December 2014, Charmaine Calleja of DF Advocates advised Jonathan Vella that DF Advocates required due diligence documents on Mr Walajahi and Shaukat Ali. [40]*

Bluestone group of companies (prior to the Vitals companies)

90. *Based on all of the above, the Bluestone group of Maltese companies in 2014 (which excludes the Vitals companies formed in 2015) was as follows:*

- *Crossrange Holdings Ltd – owned by Bluestone (70%) and Pivot Holdings Ltd (30%)*
- *Gozo Global Healthcare Ltd - owned by Bluestone (70%) and Pivot Holdings Ltd (30%) [1184]*
- *Gozo International Medicare Ltd - owned by Bluestone (70%) and Pivot Holdings Ltd (30%) [1185]*

91. *Therefore, as of December 2014, Shaukat Ali was to have a 30% stake in the group of companies that were to apply for the Maltese Healthcare project which at that stage was still limited to the development of the Gozo Medical Centre and the other Gozo centric facilities.*

Bluestone Special Situations #4 Ltd

92. *On 7 January 2015, Ram Tumuluri emailed Jonathan Vella: [1186]*

1182 [message.body - Re: Bluestone Investments Malta Limited.msg]

1183 [message.body - RE: Gozo Medical Complex Crossrange Holdings Ltd.msg]

1184 [GOZO GLOBAL HEALTHCARE LTD.pdf]

1185 [GOZO INTERNATIONAL MEDICARE LTD.pdf]

1186 [message.body - RE: Copy of the POA.msg]

"Good morning. My lawyers need the original documents for the Bluestone Investments Malta Limited including incorporation certificate, articles and the share certificate, as we're structuring Bluestone Special Situations #4 Ltd. Could you urgently fedex the documents to the following address today for over night courier? I will reimburse the charges once I reach Malta this week."

93. *Jonathan Vella replied:*

"The incorporation certificate and the original Memorandum or Articles of Association have been picked up by Mr Walajahi. You will need to contact him so that he can forward them to you. I have already phoned him and added him to this email so that he will know beforehand.

Regarding share certificate in Malta the authorities do not issue a certificate since the shareholding is clearly shown on the Memorandum and Articles of Association."

94. *We have prepared a separate appendix for Bluestone Special Situations #4 Limited (6.40).*

Crossrange Holdings Ltd

95. *Bluestone received 120 shares (10%) in Crossrange Holdings Limited (Crossrange) from Pivot Holdings Ltd on 4 March 2015. [1187]*

96. *We have prepared a separate appendix for Crossrange (6.40).*

Ram Tumuluri becoming director of Bluestone

97. *On 27 March 2015, Ram Tumuluri emailed Jonathan Vella asking that he be added as a director of Bluestone. [1188]*

"Could you please add me as the director of Bluestone Investments Malta Ltd. Please send me confirmation as soon as you could. I need to execute some documents on behalf of Bluestone Investments

Please ensure any one director can sign as it will only Mark & I that will be the directors on this company"

98. *From this date Mr Tumuluri will have had operational control of the company in Mark Pawley's absence (various documents indicate that Mr Pawley was not based in Malta).*

Deguara payment in April 2015

1187 [Form T[10].doc]

1188 [message.body - RE Bluestone Malta-0.msg]

99. *On 20 April 2015, Chris Spiteri acknowledged receipt of cheque for €2,950 regarding Bluestone from Kevin Deguara. [1189] In appendix 10.40 on Deguara we discuss the source of these monies.*

Bluestone becoming holding company for the Vitals group of companies

100. *On 11 May 2015, Ram Tumuluri emailed Jonathan Vella with instructions that would make Bluestone the holding company for the Maltese Vitals group of companies. Mr Tumuluri intimated that the reason for this was to avoid a due diligence process on Shoaib Walajahi: [1190]*

"please incorporate the following companies under Bluestone Malta ASAP. We decided to submit the RFP with the new co instead of Crossrange, to avoid any DD on past director (i.e. Shoaib).

So the three companies should have the following ownership:

Bluestone Malta to own 100% of.

Choice one. Vitals Global healthcare Ltd.

This company should own 100% of the following cos.

Vitals Global Healthcare assets ltd.

Vitals Global healthcare management limited"

101. *As Bluestone rather than Crossrange was to submit the RFP, Mr Tumuluri's instruction to Jonathan Vella removed any ownership connection Shoaib Walajahi and Shaukat Ali would have with the RFP / Maltese Healthcare Concession. Mr Tumuluri's instruction removed Shoaib Walajahi's and Shaukat Ali's official association with the RFP as at that point they were the owners of Pivot Holdings Ltd (appendix 6.50) which owned 30% of Crossrange (appendix 6.40) but neither Shaukat Ali or Shoaib Walajahi were owners of Bluestone (or the three Vitals companies).*

102. *As discussed in appendix 5.25, from February 2015 onwards Mr Walajahi's association and involvement with Shaukat Ali, Mark Pawley and Ram Tumuluri as an investor / promoter of Bluestone's submission of the RFP appears to have ended . We have prepared an appendix on Mr Walajahi (appendix 5.25). In contrast, Shaukat Ali's involvement with the Maltese Healthcare Concession continued unabated despite him not being a registered owner of Bluestone or the three Vitals companies.*

1189 [message.body Receipt of payment-173.msg]

1190 [message.body - New incorp needed urgently.msg]

103. *Vitals Global Healthcare Ltd (appendix 4.01) was formed on 13 May 2015 and Bluestone held all 1,200 shares. [1191] [1192]*

104. *On 18 May 2015, Chris Spiteri emailed Ram Tumuluri to confirm he had received USD $10,000 which he intended to allocate towards the share capital (€1,200 x 3) and his fees for formation of three companies being Vitals Global Healthcare Limited, Vitals Global Healthcare Assets Limited and Vitals Global Healthcare Management Limited. In addition, Mr Spiteri informed Mr Tumuluri he would allocate €1,470 of the funds towards his fees for various secretarial charges for Pivot Holdings Ltd and a further €141.60 towards Bluestone. [1193] [1194]*

105. *A bank statement for Mr Spiteri's client account confirms a lodgement of USD$10,000 (€8,597.38) from Ram Tumuluri on 15 May 2015. Mr Spiteri's handwritten notes beside the lodgement also confirm that Mr Spiteri allocated the funds towards the three Vitals companies owned by Bluestone. [1195]*

106. *Mr Spiteri's allocation of Mr Tumuluri's funds to the three Vitals companies and to Bluestone itself (which were ultimately owned by Mark Pawley) and to Pivot Holdings Ltd which was owned by Shaukat Ali, suggests that Mr Spiteri understood Mr Tumuluri to have had access to a shared fund with which to settle the expenses of all five companies.*

Ashok Rattehalli

107. *Bluestone entered into an agreement with Dr Rattehalli dated 12 May 2015 which included a call option share transfer arrangement. In 2017 Dr Rattehalli blocked Bluestone's sale of its shares in Vitals Global Healthcare Limited before reaching agreement which gave Dr Rattehalli a 5% share in Stewards Malta Limited (C 70546). [1196] [1197]*

108. *By share transfer agreement dated 16 February 2018, Bluestone transferred sixty [60] or 5% of its 1,200 shares in Vitals Global Healthcare Limited to Ashok Rattehalli. [1198]*

1191 [FW_FW_FW_VITALS.MSG--Cert of incorporation.pdf]

1192 [Steward Malta - Share Certificate 1.docx]

1193 [message.body - Receipt of payment-190.msg]

1194 [BATCH CS18 BLUESTONE 08100000802022031515216S5.pdf - Page 79]

1195 [BATCH CS79 STEWARD MALTA LTD00000802022032009192?.PDF - Page 126]

1196 [Doc H_Ashok Agreement_Executed.pdf]

1197 [Annex 7 -- Ashok Rattehalli Prohib Injunction -- Copy.pdf]

1198 [1]_RENAMEOFILE_RE [EXTERNAL] RE STEWARD AUDITS - ASHOK AGREEMENT 2 OUT OF 2-0.MSG--CDB. Ashok - signed letter - 14 February 2018.pdf]

109. *We have prepared a separate appendix on Dr Rattehalli (appendix 5.20).*

Ram Tumuluri and Mark Pawley final settlement - €15,500,000

110. *In appendix 1.300 we discuss this settlement. On 23 January 2020, Miroslav Boyanov sent Chris Spiteri details of a final settlement for Ram Tumuluri and Mark Pawley valued at a combined amount of €15,500,000 that had been agreed by Stewards. Per the final settlement plan, Stewards was to pay Mr Tumuluri three payments in February 2019, February 2020 and February 2021 totalling €10,500,000 (including €950,000 as a contribution towards Mr Tumuluri's legal fees). Mr Pawley was to also to receive three payments totalling €5,000,000 over the same timeframe. [1199]*

111. *Mr Pawley's three payments were to be made to a bank account in the Czech Republic, whilst Mr Tumuluri's were to be made to a UK bank account with Coutts & Co. Details of both bank accounts are shown in the payment plan. [1200]*

112. *In an email to Miroslav Boyanov on 21 January 2020, Mr Frumkin, VP Finance, Steward Health Care confirmed that the effective date of the agreement was 28 February 2019. [1201]*

113. *We did not identify bank statements to confirm the bank account details or that the agreed sum of €15,500,000 was paid to Mr Tumuluri and Mr Pawley.*

114. *Mr Spiteri's working papers suggest that Stewards had honoured the payment plan with the first two payments of €9,000,000 and €1,500,000 (each being split between Mr Tumuluri and Mr Pawley per the payment plan) being made on 28 February 2019 and 1 February 2020 respectively. [1202]*

Extraordinary resolution and updated Memorandum and Articles of Association

115. *On 9 July 2015 Jonathan Vella sent Deborah Chappell an extraordinary resolution and updated Memorandum and Articles of Association with requested changes. [1203]*

116. *Ms Chappell replied (Kevin Deguara and Christopher Spiteri in copy):*

1199 [message.body - Ram and Bluestone – final settlement.msg]

1200 [Ram and Mark Pawley Settlement.xlsx]

1201 [message.body - FW: CONFIDENTIAL – Bluestone Payment Schedule.msg]

1202 [img-X02102015.pdf - Pages 18 – 22]

1203 [message.body - RE:Bluestone Investments Malta Limited-0.msg]

"We note that solely giving Ram sole legal and judicial representation you also added that Pawley may exercise legal and judicial representation together with Ram. Furthermore we note that there is no specific reference to the signatory powers of the directors.

Is Ram willing to proceed with the document as is?"

117. *Jonathan Vella and Deborah Chappell appear to have discussed the matter by telephone after which Ms Chappell confirmed the proposed wording for the updated Memorandum and Articles of Association: [1204]*

"The legal and judicial representation of the company shall be vested in Sri Ram Tumuluri, bearer of [TO INSERT]. Sri Ram Tumuluri, or any (2) two Directors acting jointly shall be empowered to enter into any agreement, contract or obligation, whether by public deed or by private writing, including those creating real security over the assets of the company such as hypothec or a mortgage to open bank accounts and to Saint Jacques Bills exchange for mystery notes, another documentary credits on behalf of the company..

Provided that in addition, without prejudice to the force said the Board of directors of the company may from time to time and point any person or persons to represent the company in a specific case or cases on to buying the company as so specifically authorised in a power of attorney. Issued to such person or persons. Any part of attorney issued by the company shall be executed by any director or any person authorised by the Board of Directors for the purpose, and such power of attorney shall be considered as executed by the company.

118. *On 10 July 2015, Jonathan Vella confirmed with Ram Tumuluri that the updated Memorandum and Articles of Assocation for Bluestone had been submitted to the Registry of Companies. [1205]*

Wajid Ali

119. *On 18 September 2015, Deborah Chappell emailed Jonathan Vella: [1206]*

"Dear Jonathan

Could you kind pair the following documentation for pick up? Wajid will be coming to pick them up this afternoon.

1204 [message.body - RE:Bluestone Investments Malta Limited-2.msg]

1205 [message.body - Re: Bluestone.msg]

1206 [message.body - Due Diligence documentation.msg]

1. *certified true copy of register of members and directors dated 18th September 2015 of all the 3 VGH companies.*
2. *memorandum and articles of assqociation certified as true copy by the company Secretary of all 3 VGH each companies.*
3. *memorandum and articles association certified true copy company secretary of Bluestone, Malta.*
4. *memorandum and articles of association certified as true copy of bluestone situations."*

Financial Statements

120. *A summary of Bluestone's financial statements is set out in appendix 3.13. [1207] The only financial accounts submitted to Malta Business Registry appear to have been for the financial year ended 31 December 2015.*

121. *In March 2018, Mr Spiteri was engaged to conduct audits for the years ended 31 December 2015, 31 December 2016, 31 December 2017 and 31 December 2018 meaning that the preparation of the accounts and conduct of the audits was very delayed. On 20 May 2019, Alison Delecia was in contact with Chris Spiteri's office in relation to filing accounts for the last four years. [1208] [1209]*

122. *On 17 October 2019, Chris Spiteri confirmed with Alison Delecia, Ram Tumuluri and Mark Pawley that he had submitted the audited accounts for 2015. Mr Spiteri also confirmed on 3 October 2019 that his office was currently working on the audited accounts for the year ended 31 December 2016. [1210]*

123. *We expect the choice of Mr Spiteri as auditor/accountant was derived from the relationship he had as Shaukat Ali's accountant since 2011 including acting as auditor and company formation agent for a variety of companies for the Ali family which we have listed in appendix 10.10.*

124. *As set out in appendix 10.10, such was the relationship between Shaukat Ali and Mr Spiteri, Mr Spiteri accepted "bonus" payments for clean audit reports. Mr Spiteri also undertook that the audits would be "clean" before they had been conducted.*

Bank accounts

125. *Bluestone operated two bank accounts in Malta - a Euro and a Dollar bank account with BOV. We have reviewed the two bank accounts in*

1207 [mp_box2_court files_03_dokac1100019420210421133135.pdf - Pages 25-52]

1208 [Bluestone Investments Malta Ltd[3].doc]

1209 [message.body - RE: Bluestone Accounts & Evergreen Global Ventures (Tumuluri.msg]

1210 [message.body - Various-28.msg]

appendix 3.11 and a detailed financial analysis of both bank accounts in appendix 3.12.

126. *Selected transactions including those we link to Maltese politicians are discussed below.*

Payments from Bluestone to Accutor AG

127. *Bluestone paid €360,000 to Accutor AG in three payments between May 2017 and November 2017 (appendix 3.61) as follows:*

Date	**Payment to**	**Amount €**	**Payment description**
03/05/2017	Accutor AG	120,000	VGH International Incorporation fees
03/11/2017	Accutor AG	100,000	payment for Corporate services
25/11/2017	Accutor AG	140,000	payment for Corporate services
		360,000	

128. *The first payment of €120,000 on 3 May 2017 was organised by Ram Tumuluri, Shaukat Ali, Wasay Bhatti and Lujo Mikulicic for incorporation costs of VGH Europe AG which was later renamed Accutor Consulting AG. Former Prime Minister, Joseph Muscat received two payments of €15,000 from Accutor Consulting AG in March and April 2020 (appendix 3.62). Dr Muscat also received two related payments of €15,000 from a separate Accutor company, Spring X Media (appendix 3.71).*

129. *In an April/May 2017 email chain entitled "VGH Europe AG" between Dr Wasay Bhatti & Lujo Mikulicic of Accutor, Shaukat Ali, Ram Tumuluri and Saba Abbas, the group discussed effecting the payment from Bluestone and its purpose. [1211]*

130. *Dr Bhatti advised on 25 April 2017:*

"the final documents have been prepared and are ready for the company incorporation. We need the following funds to be processed at the earliest so that this can be closed:

Share Capital 100,000 CHF – This will be blocked and made available once the entity has been created

Notary and Government fees 6,500 CHF

Bank fee 1,500 CHF

@Lujo: can we please share an Invoice with Ram at the earliest so this can be closed"

1211 [message.body - Re:VGH Europe AG.msg]

131. *We did not locate the invoice referred to (or invoices for the two later payments in November 2017), but the May transaction proceeded with Saba Abbas confirming on 3 May 2017 as follows:*

"the amount due wrt AG Europe left our bank accounts"

"Amount released – Euro 120,000 (CHF 108,000 + Differential amount as an advance to cover the future expenses)"

132. *Internal emails between Ram Tumuluri and Saba Abbas also on 3 May 2017 demonstrate their organization of the initial payment [1212] whilst a debit advice confirms the payment. [1213].*

133. *We did not establish the purpose of the two payments for €100,000 and €140,000 but the total amount of the two payments (€240,000) indicates that two further companies may have been incorporated by Accutor AG in November 2017.*

Payments in relation to Technoline

134. *Bluestone paid €90,000 to DF Corporate Services on 4 November 2016 to be used as part of the deposit for the purchase price of approximately €5,000,000 for Technoline shares in February / April 2017 (appendix 2.05)*

135. *Bluestone also paid 2 x €100,000 to Technoline on 28 June 2017 and 24 July 2017 (appendix 2.20).*

3City Design Limited

136. *Bluestone paid €9,600 to Mr Schembri's 3City Design Limited for the rent of an apartment by VGH belonging to Mr Schembri's FSV Limited (appendix 2.95)*

Medical Associates Northern Virginia

137. *An email was sent from Angela Debono to Saba Abbas dated 31 January 2019: [1214]*

"Please note we have found some transactions in Bluestone Investments Malta Ltd BOV Savings a/c 40023665864 which we think they relate to Vitals....

I have listed the transactions below –

22/12//2016 Medical Associates of Northern USD 3,004,000"

1212 [message.body - Re: Details of Required Transaction-2.msg]

1213 [Debit Advice – AG Europe.png]

1214 [message.body - Re: Audit Queries.msg]

138. *Saba's response was, "Buyout of Shareholder (Chris already has the contract of Medical Associates)"*

Vehicles

139. *In our opinion the amount expended on vehicles was an indication of the degree of seniority within Bluestone. In appendix 3.15 we have therefore prepared a summary of the vehicles allocated to Bluestone directors and employees / consultants.*

140. *As explained in appendix 1.04 from this we conclude that Shaukat Ali and family were collectively in a position of control.*

Audit of Bluestone included confirmation of amounts owed by VGH / Stewards

141. *As part of the audit process for 2015 and 2016, balance confirmations for the amounts owing by VGHM to Bluestone as at 31 December 2015 (€2,437,781) and 31 December 2016 (€2,758,249) were prepared in October 2018 and December 2019. These were dated 31 May 2018. [1215] [74].*

142. *A balance confirmation for the year ended 31 December 2018 suggested that Bluestone was owed €2,501,450 from Steward Malta Management Limited. [1216]*

DF Advocates

143. *DF Advocates provided legal assistance to Bluestone in relation to a variety of matters including Bluestone's involvement in a health privatisation scheme in Slovakia. Our analysis of the fees raised by DF Advocates is in appendix 3.14.*

David Meli

144. *Bluestone contracted with David Meli on 30 August 2015 to act as in house legal counsel and advisor to the company. As noted above, we suspect he prepared the two consultancy agreements between Bluestone and Mount Everest.*

145. *In 2020, Miroslav Boyanov commented: [1217] [1218]*

"...he was employed as Lawyer to VGH (i.e. an employee at 10,000 per month and not a consultant so this is why they did not calculate VAT on the expenses). David is responsible for filing and paying his own Employee and Income taxes. Note that David's contract was through

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1215 [Bluestone Confirmation[2].docx]

1216 [Bluestone Confirmation[7].docx]

1217 [message.body - David Meli – agreements.msg]

1218 [David Meli – Bluestone Contract.pdf]

Bluestone because it was originally signed in 2015 even before VGH was registered, but in reality it was assumed by VGH."

146. *Dr Meli received a €150,000 loan from Bluestone and received a Mercedes car in connection with his role. We have prepared a separate appendix on David Meli (appendix 10.20). [1219]*

March 2017

147. *Deborah Chappell emailed Jamie Purdy of offshore law firm, Carey Olsen on 7 March 2017. [1220]*

"In the meantime I am attaching a copy of an agreement signed between Mr Tumuluri and Mr Pawley which gives an outline of what the UBO's intend on implementing. Kindly note this document is highly confidential and we would appreciate your kind discretion"

January 2016

148. *Chris Spiteri emailed Ram Tumuluri (Shaukat Ali in copy) on 5 January 2016 asking for payment (€520) for expenses relating to 2016: [1221]*

" When you are at my office you can also give me another cash amount in my hand so that I can pay for expenses relating to all companies in 2016. For sure there are annual returns/registration fees for 2015 to be paid as regards Bluestone Investments Limited, Crossrange Holdings Limited, Gozo International Medicare Limited and Gozo Global Healthcare Limited. The total amount payable is €520."

Vitals Foundation

149. *In November 2016, Ram Tumuluri made enquiries with Jonathan Vella regarding the incorporation of 'Vitals Foundation' a non-profit organisation for charitable activities. Mr Tumuluri instructed that the owner was to be Bluestone. [1222]*

150. *Mr Vella liaised with Deborah Chappell and DF Advocates regarding the incorporation and a Deed of Foundation was prepared. However we did not identify the formation of the foundation or whether payments were made to same. [1223] [1224] [1225] [1226] [1227]*

1219 [BlueStone Investments Malta Ltd – Approval Letter.docx]

1220 [message.body - RE: Introduction-44.msg]

1221 [message.body - Various-9.msg]

1222 [message.body - RE Incorporation.msg]

1223 [Deed of Foundation.doc]

1224 [message.body - FW: Foundation.msg]

1225 [message.body - RE: Foundation-0.msg]

1226 [message.body - RE: Incorporation.msg]

1227 [message.body - FW: RE: Incorporation.msg]

Keith Schembri emailed Konrad Mizzi

151. On 20 May 2017, Keith Schembri emailed Konrad Mizzi to his personal email accounts with corporate details of Bluestone Special Situations #4 Limited and Asia Harimau. It is not evident why Mr Schembri was sharing information on the BSS4 and AHIL corporate structure and shareholders / members details with Dr Mizzi at this point in time. [1228]

Conditional share sale and purchase agreement

152. Bluestone entered into a conditional share sale and purchase agreement with Steward Healthcare International Limited relating to the transfer of shares held by Bluestone in Vitals Global Healthcare Limited in February 2018. [1229]

153. A draft letter dated 21 December 2017 from Ram Tumuluri to Konrad Mizzi sought to extend the deadline to 5 March 2018. The letter was prepared by Deborah Chappell and Aron Mifsud Bonnici. [1230]

154. Konrad Mizzi approved the transfer without referring to the request for the time extension by letter dated 29 December 2017. [1231]

February 2018

155. Chris Spiteri emailed Asad Ali (Saba Abbas in copy) on 19 February 2018 asking for payment (€902.50) for his work as regards the share transfer documents and other work including annual returns and registration fees for various companies namely Bluestone Investments Malta Limited, Gozo Global Healthcare Ltd, Gozo International Medicare Ltd and Crossrange Holdings Ltd. [1232]

Winding down

156. On 13 February 2020, Alison Delecia emailed Chris Spiteri stating that Ram had expressed his wish to wind down Bluestone. [1233]

157. David Spiteri emailed Raymond Brincat on 14 February 2020 to advise that Bluestone had paid 7% provisional tax on capital gains but that the payment was receipted on Vitals Global Healthcare Ltd instead of

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1228 [738149.partial.eml]

1229 [Executed SPA (1 Feb 2018).pdf]

1230 [VGH Request_211217_Extension.docx]

1231 [LT GOM – VGH consent for transfer of shares, 271117.pdf]

1232 [message.body - Fw Chris Spiteri invoices.msg]

1233 [message.body - Today – Winding down of Bluestone.msg]

Bluestone. Mr Spiteri asked for the relevant adjustment to be made. [1234]

Mount Everest FZ LLC, Licenzja Nru. 6416/2015 - Appendix 3.20:

1. *Shaukat Ali and Aasia Parveen own the UAE consultancy company, Mount Everest FZ LLC (Mount Everest FZ). It received almost €1.5m from Bluestone Investments Malta Limited between October 2016 and July 2017 around €350,000 of which was forwarded to Fakhra Ali in Malta for the purchase of a property.*

2. *As described more fully in appendix 3.30, Mount Everest General Trading LLC (Mount Everest GT), is on paper is owned by Ram Tumuluri but is not at arm's length with Mount Everest FZ. The similarities between the two companies and other indicators reveal that the two Mount Everest entities were under the common control of Shaukat Ali. The implications of Ram Tumuluri fronting a company for Shaukat Ali for the wider concession and this Inquiry are also explored in appendix 3.30.*

3. *From the limited financial documents available to us the only other source of income we can identify for Mount Everest FZ was a consultancy agreement with Alfanar Company (Saudi Arabia) which generated income of around $400,000 for Mount Everest FZ in 2016 and into 2017. The consultancy agreement and the relationships that followed show Mount Everest FZ to have acted as an introducer of Alfanar Company to the Maltese health concession. We have discussed the relationships which followed between Bluestone Investments Malta Limited and Alfanar Company in 2016 below and between Steward Health Care International Limited and Alfanar Company in 2018 in appendix 4.40.*

Company formation, ownership and control

4. *Mount Everest FZ was incorporated on 3 March 2015 as a Limited Liability Company in the Media Free Zone of Fujairah, UAE. The capital of the company at incorporation was AED100,000 with Shaukat Ali Chaudhry and Aasia Parveen Shaukat each holding 50 of 100 shares of AED1,000 making them equal shareholders [1235]*

5. *The objects of the company were stated as business consultancy and project management. Aasia Parveen Shaukat was to assume the position of Executive Director. [1236]*

1234 [message.body - FW: Amendment to receipt.msg]

1235 [1]_RENAMEDFILE_DOCUMENTSOFMOUNTEVERESTFZLLC.ZIP—share certificate.pdf]

1236 [1]_RENAMEDFILE_DOCUMENTSMOUNTEVERESTFZLLC.ZIP—Articles of Incorporation.pdf]

6. *On the same date, 3 March 2015, Mount Everest FZ received a trade licence from Creative City, Fujairah. [1237] This document confirms Shaukat Ali Chaudhry and Aasia Parveen Shaukat as equal shareholders and the business activity as business consultancy and project management consultancy. The trade licence was to expire on 2 March 2016 and an undated application for licence renewal records Shaukat Ali's designation as chairman. [1238]*

7. *Mount Everest FZ was preceded by Mount Everest GT which was formed in 2011 (appendix 3.30). Shaukat Ali's association with entities known as Mount Everest existed before the formation of Mount Everest FZ as from as early as 2012 his email address has been 'mounteverest.sa.gmail.com'. [1239]*

Trading address and commonality with Mount Everest GT

8. *Mount Everest FZ [1240] and Mount Everest GT [1241] share the same company logos and letterhead style and both bank at the same branch of Mashreq bank in Al Ghurair Centre.*

9. *Mount Everest FZ entered into an office lease agreement with Fujairah Creative City Free Zone for an office desk facility based at 17th and 18th Floor, Creative Tower, P.O. Box 4422 Fujairah, UAE. [1242]*

10. *Mount Everest FZ's invoices refer to the address at Creative Tower, Fujairah. However, the same invoices show that its bank account is held with the Mashreq bank branch located some 80 miles away at Al Ghurair Centre, which is also the trading address Mount Everest General Trading LLC supposedly owned by Ram Tumuluri (see appendix 3.30).*

11. *Several other documents suggest that Mount Everest FZ and Mount Everest GT are under the common control of Shaukat Ali despite having different owners on paper. These documents include:-*

    - *a letter from Shaukat Ali of Global Assets Holding Limited dated 16 October 2014 (so prior to the incorporation of Mount Everest FZ) which refers to "our sister company (Mount Everest LLC)" [1243] and*

1237 [1]_RENAMEDFILE_DOCUMENTOFMOUNTEVERESTFZLLC.ZIP—Trade License_Creative City.pdf]

1238 [Application of licence renewal and amendment (1).pdf]

1239 [BATCH CS71 MR MRS ALI DB20000152021081208063G.pdf - Page 347]

1240 [MEFZ_ Inv 3 (1).pdf]

1241 [Scan_20160816.pdf]

1242 [1]_RENAMEDFILE_DOCUMENTSOFMOUNTEVERESTFZLLC.ZIP—Lease Agreement.pdf]

1243 [Visa invitation Saba.pdf]

- *an HSBC investigation report [1244] which refers to Shaukat Ali as a Director at Mount Everest General Trading LLC and Mount Everest FZ LLC, We have considered this issue further in appendix 3.30.*

12. *Wajid Ali had a Mashreq bank account for which statements were addressed to Mount Everest FZ LLC PO Box 119836, Dubai [1245] this also being the PO Box address of Mount Everest General Trading LLC (appendix 3.30)*

Financial review

13. *We did not find financial accounts or bank statements for Mount Everest FZ. Our financial review has therefore been limited to an analysis of transactions for Mount Everest FZ that are identified in the books and records of other companies and persons, including Bluestone Investments Malta Limited, a small number of invoices raised by Mount Everest FZ, and the related consultancy agreements.*

14. *Based on this restricted financial review we consider the Mount Everest FZ consultancy business to have been limited to only two sources of income namely the Maltese hospital concession (through Bluestone Investments Malta Limited) and Alfanar Company which is headquartered in Riyadh, Kingdom of Saudi Arabia.*

15. *It is important to note that Mount Everest FZ will likely have had many more transactions but our analysis is limited to transactions that are reflected in the data obtained in Malta.*

Transaction analysis

16. *Shaukat Ali confirmed details of the Mount Everest FZ bank accounts to Saba Abbas via email on 8 February 2017 [1246] and for ease of use we set these out below:*

Bank	*Currency*	*IBAN*	*Account Number*
Mashreq	*AED*	*AE130330000019100099201*	*019100099201*
Mashreq	*USD*	*AE110330000019100099237*	*019100099237*
Mashreq	*EUR*	*AE810330000019100099238*	*019100099238*

17. *In appendix 3.21 we have prepared an analysis of identified payments to and from Mount Everest FZ bank accounts and invoices raised by Mount Everest FZ and we have summarised this below:*

1244 [Appendix A- Report RD.pdf]

1245 [estatment_Meshreq1.pdf]

1246 [Gmail - Title_ MOUNT EVEREST FZ LLC.pdf]

Income received from:	*€*	*$*	*AED*
Bluestone Investments Malta Limited	*1,475,000*		
Alfanar Company		*420,000*	
Payments to:	***€***	***$***	***AED***
Asad Ali	*72,930*		
Fakhra Ali	*202,000*		*675,441*

Bluestone Investments Malta Limited

18. *We have quantified and commented upon the total value of funds paid from the hospital concession to UAE / Dubai, including five payments totalling €1,475,000 from Bluestone Investments Malta Limited to Mount Everest FZ, in appendix 3.01.*

19. *The relationship between Bluestone Malta Investments Limited and Mount Everest FZ / Shaukat Ali is set out in a consultancy agreement dated 25 February 2015 which we refer to as the €2M Consultancy Agreement. [1247] We did not locate a Microsoft Word version of the agreement to ascertain when it was authored.*

20. *The preamble states that Bluestone is in the 'process of signing an Agreement with the Government of Malta which will allow it to take over and manage a number of health care facilities in Malta'. In February 2015 the tender process was still on-going so the claim that Bluestone / VGH was in the process of signing an Agreement with the Government of Malta may indicate that the agreement, if actually prepared in February 2015, was prepared in the knowledge that Bluestone / VGH would eventually be awarded the concession. The €2M consultancy agreement does not make reference to the concession tender process.*

21. *The duties for Mount Everest/Shaukat Ali are, in our opinion, ill-defined and perhaps deliberately generic. We expect anyone reading the €2M consultancy agreement would not have any clear impression as to what Mount Everest FZ's role would be in the process of signing an Agreement with the Government of Malta.*

22. *The €2M consultancy agreement stipulates at clause 3.1 that Bluestone would pay Mount Everest FZ a one-time fee of €2,000,000 payable within 60 days from the signing of the 'Final Agreement' for the project with GOM and on presentation of an invoice to this effect.*

23. *At clause 3.2 it is also agreed that "in the eventuality that the company acquires the funding through long-term bond or when the Company lists*

1247 (Consultancy Agreement – Bluestone Malta (2M) 2.pdf)

and trades on public markets, it is further agreed that the Company shall increase the total cumulative amount as mentioned in 3.1 above to Five Million (5,000,000) Euro". We have discussed Bluestone's efforts to attract major funding in appendix 3.10.

24. *A second consultancy agreement of the same date, 25 February 2015, between Bluestone Investments Malta Limited and Mount Everest FZ mirrors the consultancy agreement discussed above save for the remuneration clause at point 3.1. This stipulates that Bluestone would pay to Mount Everest FZ / Shaukat Ali the amount of €100,000 per month. [1248] We refer to this as the €100K Consultancy Agreement.*

25. *The two payments from Bluestone of €500,000 on 1 October 2016 and 5 October 2016 may relate to either the €2M Consultancy Agreement or the €100K Consultancy Agreement. The term 'Final Agreement' referred to in the €2M consultancy agreement is not defined nor therefore is the 60-day payment term from the signing of the 'Final Agreement'. Either way we note that the first two amounts of €500,000 from Bluestone to Mount Everest FZ on 1 October 2016 and 5 October 2016 were paid immediately after VGH's first receipt of funds from GOM on 29 September 2016. [1249] Clearly, Mount Everest FZ was considered to be priority creditor once GOM funds had been received.*

Emails in relation to the 5 payments from Bluestone to Mount Everest FZ

26. *We noted the following emails concerning the 5 payments from Bluestone to Mount Everest FZ (appendix 3.21).*

27. *In relation to the two payments of €500,000 on 1 October 2016 and 5 October 2016, BOV contacted Deborah Chappell on Thursday 30 March 2017 requesting details of the payments, a copy of the consultancy contract and invoices in relation to same. Deborah Chappell forwarded BOV's email to Ram Tumuluri stating "Do I need to prepare something in this regard?". [1250]*

28. *Deborah Chappell's comment suggests either she was unaware of the February 2015 consultancy agreements already in place between Bluestone and Mount Everest FZ, which seems unlikely given her role, or that she knew that the consultancy agreements did not already exist. We did not find a response from Ram Tumuluri to Deborah or Microsoft Word versions of the consultancy agreements to establish whether they were prepared in February 2015 or whether they were only prepared in 2017 in response to BOV's request.*

1248 [Consultancy Agreement – Bluestone Malta (100%) 2.pdf]

1249 [Statement 400236475492015_2019.pdf - Page 1]

1250 [message.body - FW Copy of Contract Mount Everest FZ LLC.msg]

29. *BOV followed up its request with Deborah Chappell on Tuesday 4 April 2017 [1251] but we found no reply from Deborah Chappell or Ram Tumuluri to BOV. Had the consultancy agreements existed as of 30 March 2017 we expect it would have been a straightforward matter for them to be provided to BOV and you may wish to confirm with BOV whether they were ever provided.*

30. *In relation to payment of €200,000 on 29 December 2016, Saba Abbas asked Ram Tumuluri to confirm the Mount Everest FZ bank details on 28 December 2016. The following day, Ram Tumuluri initially instructed Saba Abbas to "not wire anything out yet. Just 200 k to GGH account" but 39 minutes later instructed her to "change 99201 in the last 5 digits, send 200 k please, just spoke to Mr. Shaukat" to which Saba Abbas replied to Ram Tumuluri and Shaukat Ali attaching a screenshot of the payment to Mount Everest FZ. [1252]*

31. *On 23 January 2017, Ram Tumuluri asked Saba Abbas to wire €25K from Bluestone to Mount Everest FZ and instructed it to be as marked as a consulting fee. [1253] Saba Abbas confirmed the payment to Shaukat Ali an hour later. [1254]*

32. *The fifth and final payment made between Bluestone and Mount Everest FZ was €250,000 on 18 July 2017. Saba Abbas sent confirmation of the payment to Ram Tumuluri on the same day following which Ram Tumuluri asked Saba Abbas to wire an additional €250,000 "into Dubai Mount Everest General Trading Euro account so we can cover pending bills and commitments". Mr Tumuluri followed this up 15 minutes later saying "I think we have 3 Million". [1255]*

Alfanar Company

33. *Per their web site, Alfanar Company (Alfanar) is an international business which is primarily involved in manufacturing high voltage electrical construction productions for various industrial sectors including power, water and renewable energy. Alfanar is incorporated under the laws of the Kingdom of Saudi Arabia and has its registered office at PO Box 301, Riyadh-11411, Kingdom of Saudi Arabia. They are currently stated to be business partners of Steward.*

34. *Mount Everest FZ had a business development relationship with Alfanar Company which was governed by a 'Consulting Agreement for International Business Development' dated 9 August 2016. [1256] Mount*

1251 [message.body - Re:Copy of Contract Mount Everest FZ LLC.msg]

1252 [Gmail – Transfer of 500K done from VGH Management to Bluestone.pdf]

1253 [message.body - Re: wire-0.msg]

1254 [Gmail – Consultancy Fee_25 k Released.pdf]

1255 [message.body - Re: wire-4.msg]

1256 [SEND DATA FROM MFP11388672 05 08 2016 15 38.MSG—DOC05082016153826.pdf]

Everest FZ in its role as Alfanar's consultant, invoiced Alfanar 4 amounts of $105,000 from September 2016 to June 2017 (appendix 3.21).

35. *The agreement specifies that the scope of services to be provided by the consultant, Mount Everest FZ, would include:*

    a. *Advise of industrial, economic, commercial and political developments in the Territory and advising on the opportunities in the following fields; Renewable Energy, Conventional Energy, Transmission of Power and Healthcare*

    e. *Liaison with local authorities, Government, ministries and private entities of respective Territory*

36. *The Territory specified is Malta, Albania, Croatia, Georgia, Bosnia and Kosovo. The compensation for the scope of services was a quarterly remuneration of $80,000 or $320,000 annually with fixed office expenses of $100,000 per annum paid on a quarterly basis at a rate of $25,000 per quarter.*

37. *The agreement further specifies that in relation to opportunities brought by the consultant, incentives for EPC contracts shall be 10% of the profit earned by Alfanar and 5% for engineering contracts.*

38. *Four quarterly invoices were raised from Mount Everest FZ to Alfanar (appendix 3.21) which are summarised below:*

Date	Customer	Narrative / Invoice details	Invoice value	Document(s)
			$	
27/09/2016	Alfanar Company	Consulting Agreement for International Business Development	105,000	MEFZ_Invoice.pdf
20/01/2017	Alfanar Company	Consulting Agreement for International Business Development	105,000	MEFZ_Invoice-2.rtf
01/03/2017	Alfanar Company	Consulting Agreement for International Business Development	105,000	MEFZ_Inv 3.pdf
01/06/2017	Alfanar Company	Consulting Agreement for International Business Development	105,000	MEFZ_Inv 4 - Copy.pdf
			420,000	

39. *Saba Abbas prepared Mount Everest FZ invoices to Alfanar on Asad Ali's instructions. [1257] [1258]*

40. *Alfanar produced purchase order documents which they required to be accepted by Mount Everest FZ. [1259] [1260]*

41. *Alfanar and Bluestone Investments Malta Limited had an Undertaking Agreement dated 12 April 2016. We have discussed this in appendix 3.30.*

1257 (Gmail – MEFZ Invoice _02.pdf)

1258 (chat-379.txt - Page 13 and 14 of PDF Copy)

1259 (Purchase Order.pdf)

1260 (PO.pdf)

42. *Alfanar and Steward Health Care International Limited entered into a Memorandum of Understanding on 10 December 2018. [1261] We have considered this relationship in appendix 4.40.*

Payments to Ali Family

43. *Asad Ali and Fakhra Ali received payments with a total Euro value of over €400,000 from Mount Everest FZ to their BOV bank accounts from November 2016 to October 2017 (appendix 3.21) [1262]*

44. *Fakhra Ali received two payments of €150,000 and €52,000 and one payment of AED675,441 (equivalent to €150,000) to her BOV account number 40022057677 giving her a Euro total received of €352,000 between August 2017 and October 2017 from Mount Everest FZ. Each of the three payments are marked "Purchase of property and assets, to wife to buy property in Malta".*

45. *As detailed in appendix 1.70, Fakhra Ali then made two payments to a Chris Vella on 22 November 2017 totalling €486,002 and a further payment of €27,952 to lawyer Dr Keith Calleja LLB on 12 December 2017 reference "Property tax for Forum Apt Ibrag". [1263] We did not clarify the identify of Chris Vella but from our open source searches we did note a lawyer by the name of Chris Vella at the law offices of Mifsud Bonnici.*

46. *We did not identify any related documents to explore these payments further or identify the address of the property purchased but the property tax reference suggests an apartment at The Forum Residence, Ibragg may have been purchased. We note the payment to Dr Keith Calleja LLB of €27,952 is in line with the Maltese property tax rate of 5% (on €486,002) plus notary fees.*

47. *Mount Everest FZ bank statements are required to ascertain whether the consultancy payment of €250,000 paid from Bluestone to Mount Everest FZ in July 2017 (appendix 3.21) was simply forwarded on to Fakhra Ali in Malta in August and November 2017 to purchase a property. If this was the case, then the flow of funds from the concession would be as follows: GOM to VGH to Bluestone to Mount Everest FZ (in Dubai) before being forwarded to Fakhra Ali in Malta and finally used to purchase Maltese property. In our experience the routing of funds in this manner out of Malta to Dubai, only to return it to Malta to purchase property, is a red flag indication of money laundering.*

48. *Asad Ali received two payments of $36,465. [1264] We expect this means two amounts of $36,500 less bank charges taken in Dubai. One payment*

1261 [MOU-STEWARD-ALFANAR – Execution Version.pdf]

1262 [POI – By Non-BOV remitter name – Mount Everest FZ LLC.xlsx]

1263 [Fakhra Shaukat Ali – account statement.xlsx]

1264 [POI – By Non-BOV remitter name – Mount Everest FZ LLC.xlsx]

was marked "consultancy fees" whilst the other refers to "payment for business services rendered for Alfanar Company". Given both payments are of the same size we consider it likely that each related to Alfanar, giving Asad Ali a 17% share of the total fees charged to Alfanar ($73,000 / $420,000). We did not identify these funds to have been applied for any particular purpose once lodged to Asad Ali's BOV account number 40020278982. [1265]

Mount Everest General Trading LLC, Register No. 1077821, DCCI No. 194055 u Company No. 10871818 - Appendix 3.30:

1. *On paper, Ram Tumuluri owned a 49% stake in Mount Everest General Trading LLC (Mount Everest GT). The other 51% was held by what appears to have been an Emirati national who we believe was only recorded as an owner to comply with UAE rules governing onshore companies.*

2. *Despite not being officially recorded as an owner, we identified a multitude of significant markers which show that Shaukat Ali headed all the Mount Everest entities including Mount Everest GT. This was certainly from as early 2012, but likely from when the company was formed in 2011.*

3. *Conversely, we found none of the same simple indicators supporting Ram Tumuluri's official ownership. Despite Mount Everest GT being formed in 2011, we found no connection between Ram Tumuluri and Mount Everest before 2015. We have therefore formed the opinion that Ram Tumuluri was not the owner of Mount Everest GT between 2011 and 2015 and that his official ownership was likely an arrangement of convenience for Shaukat Ali.*

4. *It follows that in our opinion any funds paid from the Maltese healthcare concession to Mount Everest GT were under the control of Shaukat Ali.*

5. *However, the significance of Ram Tumuluri acting as a front for Shaukat Ali, or being promoted as the owner by him, does not in our view begin and end with Mount Everest GT. The wider implications for the Maltese healthcare concession of Ram Tumuluri fulfilling the ownership role for Shaukat Ali starkly brings into question:-*

    - *Ram Tumuluri's position in VGH*
    - *Shaukat Ali's pre-eminence in the VGH and Bluestone companies*
    - *Shaukat Ali's pre-eminence in the Maltese healthcare concession as a whole*

1265 [BATCH TP1 FILE 11 DOK SSCC1300013120220323121053.pdf - Pages 209 & 279]

- *Shaukat Ali's pre-eminence in personal associations with Mr Schembri and Dr Mizzi*

6. *For this reason our review of Mount Everest GT is prefaced by an examination of Shaukat Ali's association with the companies bearing the name Mount Everest and what we consider to be his veiled ownership and control of Mount Everest GT.*

7. *Mount Everest GT was the single largest recipient of funds from Bluestone. Like Mount Everest FZ (see appendix 3.20), it was therefore a major benefactor of Maltese healthcare concession funds. It received some €3.8M (including a single payment of €3M) from Bluestone.*

8. *From this €3M payment, €550,000 was paid to Accutor AG in Zurich, supposedly to fund an office / business start-up in Zurich. It should be kept in mind that the Accutor group of companies subsequently entered into consultancy arrangements with Dr Mizzi and Dr Muscat and received other transfers which we connect to Mr Schembri.*

9. *We suspect that the payment of €3M in July 2017 from Bluestone to Mount Everest GT and the subsequent payments of €550,000 from Mount Everest GT to Accutor AG most likely represented a misappropriation of public funds from the Maltese Healthcare Concession. The books and records of Mount Everest GT, and particularly its bank statements, are required for us to enable a definitive assessment on this.*

10. *For all of the above reasons we recommend that any further investigation into the award of the hospital concession makes discovery of further evidence in connection with all identified companies bearing the name 'Mount Everest' a priority.*

Company formation, ownership and control

Ram Tumuluri and Fatma Hamed Musabah Alshibli

11. *A commercial license from the Department of Economic Development in Dubai (printed on 13 September 2015) records that Mount Everest GT was registered on 14 June 2011. [1266] We did not locate any official incorporation documents from 2011, such as the share certificates and certificate of incorporation which were found for Mount Everest FZ, to confirm the formation date or ownership details in 2011.*

12. *The commercial license also records Ram Tumuluri as owning 49% of shares in the company and an Emirati national, who is identified in a report by UK firm, Diligencia Group, dated October 2019, as Fatma Hamed Musabah Alshibli, with 51%. [1267] The same report records Ram*

1266 [Mount Everest General Trading LLC_Licence 2015-2016.pdf]

1267 [Annex 15 – DD report on Mount Everest Dubai – Copy.pdf]

Tumuluri as the Managing Director and the Emirati national as Director.

13. *We did not identify any further documents or references to the Emirati national which suggests to us that this individual was only recorded as an owner to comply with UAE rules governing onshore companies. Prior to 1st June 2021 onshore UAE companies must be owned / part owned by Emirati nationals. [1268]*

14. *Other than the commercial license from 2015 and the report from Diligencia Group from 2019 we found no further references connecting Ram Tumuluri to Mount Everest prior to 2015 and therefore no documents confirming that Ram Tumuluri was the original owner of Mount Everest GT from 2011.*

Shaukat Ali's main email address from 2012 to 2020 is 'mounteverest' and he is the only user of this prefix in the data

15. *Neither the commercial licence nor the report from Diligencia Group refer to Shaukat Ali. However, Shaukat Ali was connected to the Mount Everest name from as early as 2012, if not earlier, and a range of documents connect him to Mount Everest prior to the incorporation of his company, Mount Everest FZ LLC (appendix 3.20), in March 2015.*

16. *The earliest reference we have found to 'mounteverest' is an email dated 17 December 2012 from Chris Spiteri to Shaukat Ali's email address 'mounteverest.sa@gmail.com' [1269] Shaukat Ali's emails show that this was his main email account between 2012 and 2020 (appendix 1.04). We found no-one else connected to Mount Everest, including Ram Tumuluri or employees Saba Abbas and Atta-Ul Hayee, to have used the 'mounteverest' prefix as part of their email address.*

17. *Shaukat Ali's connection to the name Mount Everest therefore predated his ownership of Mount Everest FZ (appendix 3.20) from March 2015 by at least 2 years and 3 months.*

18. *It may be that Shaukat Ali had his 'mounteverest' email address from when Mount Everest GT was founded in 2011. We understand that it would be possible for Google to date a Gmail account but that this would require a special legal application.*

'Sister company' to Shaukat Ali company Global Assets Holdings

19. *In addition to his use of the name Mount Everest in his email address from 2012 onwards, in October 2014 Shaukat Ali referred to Mount Everest as being a sister company for his Maltese company, Global*

1268 [100% Foreign Ownership In Mainland Dubai and UAE.pdf]

1269 [SHAUKAT ALI BOX DB2000056202203L9083835.pdf page 274]

Assets Holdings Limited (appendix 6.30). This was some 5 months before Mount Everest FZ was incorporated.

20. *For example, a letter signed by Shaukat Ali and dated 16 October 2014 with subject matter "Invitation for visa" from Global Assets Holdings Limited to the Consulate General, Republic of Malta, Dubai, UAE, stating [1270] states:*

    "Miss Saba is a Chartered Accountant and working as a Manager of our sister company (Mount Everest LLC) in Dubai. We need to call (her) here for consultation and business meetings in Malta time to time"

21. *The letter demonstrates Shaukat Ali's considered himself in control of 'Mount Everest LLC' in 2014.*

Employment for various Ali family members and Pakistani nationals

22. *Shaukat Ali's influence over the company is further demonstrated by the composition of the company's workforce. We identified Mount Everest GT to have had five employees all of whom were either the close family of Shaukat Ali or treated him as their boss:*

    - *Aasia Parveen (appendix 1.06),*
    - *Wajid Ali (appendix 1.11),*
    - *Yaser Ali Badar (appendix 1.80),*
    - *Saba Abbas (appendix 1.21) and*
    - *Atta-Ul Hayee.*

23. *Aasia Parveen, Wajid Ali and Yaser Ali Badar are Shaukat Ali's wife, son and nephew respectively whilst Saba Abbas was considered by Shaukat Ali as "my daughter" and "one of us" (appendix 1.21). Like Shaukat Ali, the only non-family employees we identified, Saba Abbas and Atta-Ul Hayee, were Pakistani nationals (as opposed to Emirati or Canadian nationals).*

24. *Aasia Parveen and Wajid Ali received payments from Mount Everest GT in July, August and September 2015 totalling €45,500 seemingly from their employment with Mount Everest GT. We did not identify the nature of their roles.*

25. *Aasia Parveen received two payments totalling €33,000 to her HSCB bank account number 2129328050 in August and September 2015 marked "Workers remittance". [1271]*

1270 [Visa invitation Saba.pdf]

1271 [Details of payments re counterparties.xlsx]

26. *Wajid Ali received two payments totalling €12,500 to his BOV bank account number 40020627287 in July 2015 marked "Foreign Employees Salary". [1272]*

27. *Shaukat Ali's nephew, Yaser Ali Badar, was also employed by Mount Everest GT. Mr Badar drafted and sent a letter dated 3 January 2017 concerning a UK visa application to Shaukat Ali, presumably for his signature, in which Mr Badar wrote that he was: [1273]*

    "employed with one of our sister concern company Mount Everest General Trading LLC based in Dubai since 1st June 2016. He is working as a Procurement Manager. His duties also include purchase and transportation of equipment and material for our Malta Projects"

28. *Mount Everest GT also acted as Mr Badar's sponsor in relation to his UAE residency which was cancelled in January 2018 following his departure from the UAE on 13 March 2017. [1274]*

29. *Saba Abbas was Finance and Administration manager of Mount Everest GT. In 2016 she took on the additional role of Financial Controller in VGH. [1275] In her role with VGH she continued to effect payments from Bluestone to Mount Everest GT through 2017 (see below) and Mount Everest FZ at the instruction of Ram Tumuluri and Shaukat Ali.*

30. *In the visa application letter noted in the previous section [1276] it is also worth noting that Shaukat Ali was arranging a visa for this key financial employee of Mount Everest GT to enable her to travel or relocate to Malta in October 2014, a time critical to the foundation of the Maltese health concession. Saba Abbas had relocated to Malta by May 2016 (appendix 1.21) and remained as an employee of Mount Everest GT until April 2016. [1277]*

31. *Atta-Ul Hayee was the Mount Everest GT Manager (Operations and HR) [1278] who acted under the instruction of Shaukat Ali. For example, in January 2016 he emailed a passport and visa application for a maid to Shaukat Ali which was then forwarded by Shaukat Ali to Mr Schembri in April 2016 with a request for assistance to get a visa from Malta's Embassy in Dubai. [1279]*

1272 [POI – By-Non BOV remitter – Mount Everest General Trading.xlsx]

1273 [Yaser Letter.docx]

1274 [ResidenceCancel_20182010310206 6.pdf]

1275 [Resume_Saba.pdf]

1276 [Visa Invitation Saba.pdf]

1277 [Salary Receiveable_Dubai.xlsx]

1278 [J54 EVIDENCE BAG LC00123248 MISC00001320220119114538.pdf - Page 507]

1279 [61172.partial.emlx]

Other documents connecting Shaukat Ali to Mount Everest GT

32. *An investigation report prepared by HSBC in 2017 on Shaukat Ali and Aasia Parveen recorded that Shaukat Ali served as a director at Mount Everest FZ and Mount Everest GT and that the companies provided consultancy and general trading services based in Dubai. The report stated that Shaukat Ali's annual income from consultation and director's fees amounted to €600,000. [1280]*

33. *It is not identified in the HSBC report whether the reference to Shaukat Ali's role as director for either Mount Everest company came from Shaukat Ali himself or was verified from official documents but the report does note that little information could be found on the two entities through online searches. As noted above, neither the commercial license from 2015 nor the report from Diligencia Group from 2019 refer to Shaukat Ali's directorship for Mount Everest GT.*

34. *In July 2017 an email from a leasing executive at Al Ghurair Centre in Dubai was sent to the email addresses of Shaukat Ali and Saba Abbas despite the email salutation being for Ram Tumuluri. [1281] The email attached a lease renewal notice for the Mount Everest GT office in Al Ghurair Centre [1282] which was also addressed to Ram Tumuluri. Sending an email marked for the attention of the official owner to Shaukat Ali and Saba Abbas further indicates Shaukat Ali's involvement and influence within Mount Everest GT.*

35. *We also found an earlier email dated 16 November 2016 from Atta-Ul Hayee to Saba Abbas asking for Ram Tumuluri to sign an undertaking letter in connection with the office. [1283] [1284] This time both Ram Tumuluri and Shaukat Ali were in copy.*

36. *In January 2019 Shaukat Ali sent a phone message to Saba Abbas asking her to provide him with a copy of the trade licence for Mount Everest GT: [1285]*

    "Dear Saba Beti Please try to get trade license of Mount Everest General Trading company indicating Ram as owner. If you do not have you can get it from Atta. Send the copy of above as you will get it..."

37. *Saba Abbas replied in under 40 minutes stating she had just emailed the required documents. This suggests that Shaukat was still regarded by*

1280 (Appendix A – Report RD.pdf)

1281 (Gmail – 841A – Lease renewal notice.pdf)

1282 (scan0049.pdf)

1283 (Gmail – AlGhurair letter signature required.pdf)

1284 (DOC201216-20122016173846 (1).pdf)

1285 (chat-327.txt - Page 26 of PDF Copy)

Saba Abbas in 2019 as having sufficient control within Mount Everest GT that he was entitled to receive a copy of the 2015 commercial licence. We also observe that to prove Ram Tumuluri's ownership, Shaukat Ali could presumably have requested a copy of the company's share certificates from 2011. However, we expect that may have revealed that someone other than Ram Tumuluri was the official owner between 2011 and 2015.

38. *The timing of and reasons for Shaukat Ali request's for proof of ownership of Mount Everest GT in January 2019 is considered further in appendix 4.40 where we examine the sale of VGH to Stewards and efforts by Stewards and their lawyers to establish the legitimacy of VGH's creditors.*

39. *Within the Jersey structure the Mount Everest Trust was to be Shaukat's and the Live Well Trust was to be Ram's - see appendix 6.15 (VGH Jersey Companies).*

Trading address and commonality with Mount Everest FZ

Mount Everest GT and Mount Everest FZ share the same company logo and letterhead style and both bank at the same branch of Mashreq bank in Al Ghurair Centre. [1286]

40. *In the table below we have set out other details for the two companies taken from their respective letterheads:*

Company Name	*Mount Everest FZ LLC*	*Mount Everest General Trading LLC*
Registered address	*17th & 18th Floor, Creative Tower, PO Box 4422 Fujairah, UAE*	*841A, Tower-4, Al Ghurair Centre PO Box 123926 Dubai, UAE (also PO Box 119838)*
Email address	*mounteverest.consultancy@mail.com*	*mounteverest.uae@mail.com*
Website (same)	*www.mounteverestdxb.com*	*www.mounteverestdxb.com*
Telephone number (same)	*+971 4 2955185*	*+971 4 2955185*
Fax number (same)	*+971 4 2955186*	*+971 4 2955186*

1286 [MEFZ_inv 3 (1).pdf]

Mobile number	*None listed*	*+971 52 754 44 22*

41. *We expect the two companies using the same landline telephone number and fax number means that each was trading from the same office at 841A, Tower-4, Al Ghurair Centre. We did not identify the use of either email address save for their inclusion on each letterhead and in the case of Mount Everest FZ, on its invoices too. The website is currently defunct.*

42. *The Dubai mobile telephone number +971 52 754 44 22 on the Mount Everest GT letter head [1287] is the same as that used on Shaukat Ali's Maltese company, Global Assets Holding Limited which supports Shaukat Ali's comment in 2016 that it was a "sister company". [1288] [1289] [1290]*

Conclusion on Shaukat Ali's role in Mount Everest General Trading

43. *The cumulative evidence presented above of the email addresses, identification as 'sister company', composition of workforce, who the employees took their instructions from and treated as boss, the trading and letterhead identification, and the thrust of the other correspondence found, in our opinion strongly indicate that Shaukat Ali was the main influencer and controller of the affairs of Mount Everest GT and that Ram Tumuluri was acting as a front man for, and answerable to him. As detailed below a €3M payment from Bluestone may also have related to a Consultancy Agreement that is actually in the name of Mount Everest FZ; this would further indicate a shared ownership by the two similarly named companies. This followed an apparent mix up of the two companies between Saba Abbas and Ram Tumuluri in relation to a payment of €250,000 from Bluestone.*

Financial review

44. *Details of the Mount Everest GT bank accounts are set out below (also refer to appendix 3.31 financial analysis).*

Bank	***Currency***	***IBAN***	***Account Number***
Mashreq	*EUR*	*AE700330000019100167724*	*019100167724*

1287 [Scan_20160816.pdf]

1288 [Global Assets_Letter head pdf]

1289 [SEND DATA FROM MFP11388672 30 08 2016 11 05.MSG—DOC300816-30082016110549.pdf]

1290 [REMAINING DOCUMENTS FOR JAPAN VISA.MSG—Certificate of Employment.pdf]

Mashreq	USD	AE470330000019100103245	019100103245
Mashreq	AED	AE770330000019100103190	019100103190

45. *We did not identify financial accounts or bank statements for Mount Everest GT. Our financial review has therefore been limited to an analysis of Mount Everest GT transactions that are identified from the books and records of other companies and persons, including Bluestone Investments Malta Limited, Accutor AG and two members of the Ali family.*

46. *Based on this restricted financial review we identified Mount Everest GT to have had one major source of income, namely payments from the Maltese healthcare concession via Bluestone Investments Malta Limited.*

47. *In appendix 3.31 we have prepared an analysis of identified payments to and from Mount Everest GT bank accounts which we have summarised below:*

Payments received from:	**€**	**$**
Bluestone Investments Malta Limited	3,545,000	150,000
Bluestone Special Situations #4		150,000
Accutor AG	105,000	
Payments made to:	**€**	**$**
Bluestone Investments Malta Limited	1,400,000	270,000
Accutor AG	550,000	
Aasia Parveen	33,000	
Wajid Ali	12,500	
Bureau Veritas	20,000	

48. *From this table it will be seen that in total Mount Everest GT received a Euro equivalent of around €3.8M from Bluestone.*

49. *This €3.8M was then used as follows:-*

I. *€1.4M and $270,000 was paid to Bluestone. This was apparently due to the extreme cash flow difficulties being experienced by VGH. Repayment of the €1.4M was later sought from Stewards as part of the sale in 2018. In our opinion this suggests the €1.4M was considered by the parties to be a sperate transaction and only a temporary loan to Bluestone and not a refund of monies wrongly extracted.*

II. *€550,000 was paid to Accutor AG. We have not found the reason for this.*

We are unable to identify where the remaining funds of around €1.8M (€3.8M - €1.4M - €550,000) went to.

50. *The payments to Accutor AG demonstrate yet another flow of Maltese healthcare concession funds directed by Shaukat Ali / Ram Tumuluri to Accutor (appendix 3.61).*

51. *It is important to note that Mount Everest GT will likely have had many more transactions, but our analysis is limited to transactions that are reflected in the data obtained in Malta.*

Bluestone Investments Malta Limited

52. *Mount Everest GT was the single largest recipient of funds from Bluestone. We have quantified and commented upon the total value of funds paid from the Maltese hospital concession to UAE / Dubai, including the six payments totalling €3,545,000 from Bluestone Investments Malta Limited to Mount Everest GT, in appendix 3.01.*

53. *Supporting documents for each of the payments made from Bluestone to Mount Everest GT are detailed in appendix 3.31.*

54. *Other than a few emails confirming the payments had been made we did not find any records detailing the application of the 4 payments made between April and November 2017 totalling €245,000 and marked on the Bluestone bank statements as 'operational cash for Dubai' / 'Opex for Dubai office'. In other words, we did not find records to determine how these payments were used in Dubai. The annual rent for the office in Al Ghurair Centre was AED 111,330 (€28,000 p.a.) (see footnote 17 above) which would have left around €217,000 (€245k - €28k) to settle other expenses e.g. wages / IT costs. In our experience IT costs in a small consultancy practice of only a few staff would not have been significant so perhaps up to €200,000 may have been available for the wages of Atta-Ul Hayee, with the remainder available as payments to the consultants.*

55. *Other than the Bluestone bank statement we did not find any records to support the single payment of €300,000 on 1 October 2016 marked 'Construction Consulting Fee'. We noted a payment on the same day from Bluestone to Mount Everest FZ of €500,000 marked 'Overdue consulting fees' which were seemingly due to Shaukat Ali (appendix 3.21). We also noted two payments 4 days later on 5 October again for €300,000 and €500,000 going to Shapoorji Pallonji and Mount Everest FZ. [1291] We have considered Shapoorji Pallonji's role in the concession in appendix 2.110.*

Payment of €3,000,000 from Bluestone to Mount Everest GT on 19 July 2017

1291 (Statement – 40023647510 (01.01.16 – 31.12.19.pdf)

56. *We also did not identify any emails or documents other than the Bluestone bank statements explaining the payment of €3,000,000 marked 'contribution' on 19 July 2017. However, this being the largest single payment from Bluestone, we have considered below what a payment of this size and this date could possibly have related to.*

57. *The payment was funded by a payment from VGH of the same amount on the same day, 19 July 2017. [1292] The payment of €3,000,000 from VGH to Bluestone was funded by what was the largest single payment made by the Government of Malta to VGH(M) during its tenure of the concession (€11,489,356 on 14 July 2017). [1293] We have considered the payments from the Government of Malta to VGH(M) further in appendix 4.10.*

58. *We exclude the possibility that a payment of this size was a further contribution to either the running costs of the Dubai office or further costs associated with the setup of an office in Zurich through Accutor AG. We also exclude the possibility that the payment related to Ram Tumuluri's termination costs, as in July 2017 these would not have been due or warranted.*

59. *The only other possible reason we identified for the payment is the consultancy agreement between Bluestone and Mount Everest FZ (appendix 3.20). That agreement at clause 3.2 set out that "in the eventuality that the company acquires the funding through long-term bond or when the Company lists and trades on public markets, it is further agreed that the Company shall increase the total cumulative amount as mentioned in 3.1 above to Five Million (5,000,000) Euro".*

60. *That meant that an additional €3,000,000 (€5,000,000 less €2,000,000) was due to Mount Everest FZ, not Mount Everest GT, if Bluestone acquired the major financing deal that was being actively worked on during 2017.*

61. *We have discussed Bluestone's efforts to attract major funding in appendix 3.10. All such attempts ultimately failed or were put aside on the advent of Stewards becoming an interested party, which would call into question the validity of the payment should the Bluestone / Mount Everest FZ agreement be put forward as its justification. Also, if the Bluestone / Mount Everest FZ agreement is used to justify the payment then clearly this would become additional evidence that Mount Everest GT was under the control of Shaukat Ali.*

62. *We noted an email chain between Ram Tumuluri and Saba Abbas on 18 July 2017 in relation to a payment of €250,000 from Bluestone to Mount*

1292 [Statement – 40023647510 (01.01.14 – 31.12.19.pdf]

1293 [Statement 40023647549 2015_2019.pdf]

Everest FZ. Ram Tumuluri initially requested that €250,000 be transferred to Mount Everest GT. Saba Abbas replied asking whether she could pay this through VGH Management due to transaction limit restrictions.

63. *Ram Tumuluri responded in relation to the transaction limits:*

    "I think we have 3 Million limit. We should be ok correct ? I prefer this going through Bluestone"

64. *On the same day Saba Abbas confirmed to Ram Tumuluri a payment of €250,000 – but it was to Mount Everest FZ rather than Mount Everest GT.*

65. *However, the real relevance of this email exchange is Ram Tumuluri's admission that the limit was €3 Million and this being followed the next day with a payment to Mount Everest GT up to that limit. [1294]*

Funds paid from Mount Everest GT - €1,400,000 + €270,000

66. *As mentioned above, we did not locate any documents referencing the €3,000,000 payment from Bluestone or its purpose. We considered whether the payment could have been considered a loan between related companies that would eventually be paid due back to Bluestone and the concession. However, we disregarded that notion after considering two subsequent payments totalling €1,400,000 by Mount Everest GT to Bluestone. We also refer here to Appendix 1.13 concerning a promissory note to Ram Tumuluri for £1.4M.*

67. *Bluestone received €500,000 and €900,000 from Mount Everest GT on 4 September 2017. Both were marked "short term loan" and the full amount of €1,400,000 was immediately paid to VGHM on the following day [1295]. By that stage VGH(M) was in severe cash flow difficulties. The*

    549 account balance was only €33k before the payment of 1.4M and VGHM paid out approximately 1.2M the day after.

68. *Further evidence that these were considered to be loan advances rather than repayments is that they subsequently feature in a list of creditors presented to Stewards. This could not have been the case if the initial payment of €3,000,000 to Mount Everest was itself a loan.*

69. *The bank transaction limits also featured in these transactions with Saba Abbas commenting to Ram Tumuluri on 4 September 2017. [1296]*

1294 [message.body - Re: wire]

1295 [Statement – 40023647510 (01.01.14 – 31.12.19).pdf]

1296 [chat-381.txt - Page 3 and 4 of PDF Copy]

"0.9M received from Mount Everest. Can you please ask Joe to increase the limit?? Because money is in Bluestone and we have to wire 0.6 to RHKG" [RHKG appears to be shorthand for Rehabilitation Hospital Karen Grech]

70. *Mount Everest GT also made two payments of $60,000 and $210,000 to Bluestone's USD bank account in BOV marked "payment for medical equipment" on 31 May 2017. The entire balance was paid to VGH(M) on the same day [1297] and from there used to make a bulk payment to creditors.*

The €1,400,000 paid from Mount Everest GT was rejected as a legitimate creditor by Stewards

71. *Steward's lawyers, McDermott, Will & Emery, wrote to BOV on 10 August 2018. They classified the amount claimed by Mount Everest GT against Stewards of €1,400,000 as a historical liability that may not need to be settled as the claim did not appear to be proper and lawful from a legal perspective. [1298] We found no payments to Mount Everest GT from the VGH/Stewards bank accounts or those of Bluestone after 2017.*

Conclusion on the payment of €3,000,000 from Bluestone to Mount Everest GT

72. *Due to all of the above and our review of Bluestone in appendix 3.10 we have formed the opinion that the payment of €3,000,000 to Mount Everest GT in July 2017 most likely represented a misappropriation of public funds from the Maltese Healthcare Concession.*

73. *We require the bank statements of Mount Everest GT to allow a fuller picture of how these funds were then spent to emerge.*

Accutor AG

74. *Three weeks after Bluestone paid Mount Everest GT €3,000,000 on 19 July 2017, Mount Everest GT paid €300,000 to Accutor AG on 7 August 2017 and a further €250,000 on 21 August 2017 (appendix 3.31). The Accutor AG bank statements record that the payments were for "company and office set up costs" and "office set up in Zurich". The timing of these payments to Accutor AG coincided with the set up and name change of an existing Swiss company to VGH Europe AG (appendix 3.62)*

75. *We did not identify any details of the new company or its shareholders. However, we noted three receipts to Mount Everest GT from Accutor AG in August, September and October 2018 totalling €105,000 (appendix*

1297 [Statement 40023647549 2015_2019.pdf]

1298 [McDermott – letter to BOV – assessment of liabilities – 10 August 2018.pdf]

3.31). Each of these were marked on the Accutor AG bank statements as "Shareholders loans". This would be consistent with the €300k and €250k payments being "Shareholder Loans" which would in turn suggest that Mount Everest GT or it's ultimate beneficial owner (probably Shaukat Ali) was a shareholder in Accutor AG. This would also be consistent with Shaukat Ali's role (via Ram Tumuluri) in the various entities with VGH in their name. However, we found no other documents supporting Mount Everest GT supposed shareholding in an Accutor company.

76. *The payments to and from and Accutor AG further links funds from the Maltese hospital concession to the Accutor group of companies. We have examined this further in appendix 3.61 along with Mr Schembri's association with Accutor company, Spring Healthcare (appendix 3.72), Dr Muscat's association with Accutor companies, Accutor Consulting AG (appendix 3.62) and Spring X Media (appendix 3.71) and Dr Mizzi's link to Accutor BV (appendix 3.70 & 3.83). As discussed in those appendices in our opinion the probability that each of the three politicians had independent relationships with the same group of companies in Switzerland that did not stem from their association with Shaukat Ali and the Maltese Hospital concession is considered extremely low.*

Other payments from Mount Everest GT

77. *Other than the apparent loan advances to Bluestone, the payments to Accutor AG, and payments to Aasia Parveen and Wajid Ali, we found evidence of one further payment of €20,000 to a business called Bureau Veritas on 24 October 2017.*

78. *Email correspondence between Ram Tumuluri and Bureau Veritas during September 2017 show that Bureau Veritas was to provide assistance in relation to VGH's financing from 'DB' (Deutsche Bank). [1299]*

79. *The email chain extending between September and October 2017 appears to confirm that a major financing arrangement with Deutsche Bank was still a work in progress at the time of the €3,000,000 to Mount Everest in July 2017.*

Ram Tumuluri discharge and compromise agreement

80. *A discharge and compromise agreement drafted in October 2018 in relation to a loan for €150,000 given by Ram Tumuluri to David Meli set out that a payment of €100,000 as full and final settlement of the loan would be transferred to Mount Everest GT's Mashreq bank account ending 7724. [1300]*

1299 [message body - Re: Addendum Proposal for Extension of Scope of Work]

1300 [Discharge and Compromise Agreement docx]

Profit from the Sale of VGH

81. *As set out in appendix 1.13 on Ram Tumuluri, in addition to the funds received from Bluestone, Mount Everest GT held a promissory note which had a termination fee of €1,400,000 to be paid by VGH to Mount Everest GT.*

82. *Within the share purchase agreement (SPA) between Bluestone Investments Malta Ltd (the Seller) and Steward Healthcare International Ltd (Buyer) for the sale and purchase of the entire capital of VGH, Bluestone disclosed liabilities owed to Mount Everest GT incurred as liabilities of VGH. Mount Everest GT agreed to terminate, settle, and release the buyer / and or the VGH Group in an agreed form reasonable to the Buyer with the liabilities being settled as soon as possible. This document was signed by Mr. Tumuluri.*

83. *As part of this document there is also an agreement between the three parties; Mount Everest General Trading LLC (Dubai); Vitals Global Healthcare Ltd; and Bluestone Investments Malta Ltd. Mount Everest GT agreed;*

- *to terminate the promissory note between Mount Everest GT and Bluestone and all other agreements.*

- *the termination fee of €1,400,000 to be paid by VGH to Mount Everest GT on or prior to 10/03/2018. [1301]*

84. *The supplement to the SPA identifies three companies owed money by Bluestone Investments. They are Mount Everest General Trading; Vitals Global Healthcare Ltd and Bluestone Investments Malta. Mr. Tumuluri is a shareholder of Mount Everest General Trading; Vitals Global Healthcare Ltd and a director of Bluestone Investments Malta Ltd and a signatory to the SPA.*

85. *On the 16th of March 2018, VGH paid €1,400,000 to Mount Everest GT. This company was connected to Mount Everest Investments Ltd, a Jersey Company, through Sri Ram Tumuluri who was also a director of Mount Everest Investments Ltd. Shaukat Ali was both a director and a shareholder. Details are contained within Mount Everest Investments Ltd 2019 Annual Return (AR). [1302]*

Incorp SARL, Numru 1096440F/B2430722009 - Appendix 3.40:

1. *Incorp SARL (Incorp) became a vehicle for collecting 'kickbacks' from suppliers to the Concession. We conclude that the Tunisian company,*

1301 [Annex 13 - SPA Magin vs Blustone including Steward - Copy.pdf]

1302 [AR to 01.01.2019 - 5891635.pdf]

Incorp SARL was controlled by the Ali family and has the same trading address as Tunisian company, STE Healthco (appendix 3.41).

2. *VGH / Steward awarded contracts for construction, IT, cleaning and catering services which appear to have resulted in kickbacks to Incorp. The suppliers involved were Sirimed SRL, Eurasia Ltd, Zenith Group Services SRL and Malta Healthcare Caterers Ltd. Some of the kickbacks were under the guise of consultancy fees while others involved interposing Incorp between the supplier and the Concessionaire enabling Incorp to generate a profit (usually set at 10%) on all supplies.*

3. *We found documents and correspondence setting up the contracts and systems for these kickbacks. However, the Inquiry does not have full access to the suppliers' bank accounts and accounting records or bank accounts and accounting records from Tunisia for Incorp. Where we were therefore not able to fully evidence all the kickbacks taken by Incorp, we have set out an estimate of these based on what the suppliers contracted with Incorp were paid.*

4. *From the evidence that is available to us we suggest that kickbacks at around the following levels were contracted to be received from:*

Entity	*€*
Sirimed	*500,000*
Zenith	*Estimated 550,000*
Malta Healthcare Caterers Ltd	*Estimated 600,000*

5. *We have estimated the value of concession funds paid to Incorp based on the value of invoices it raised on the concession's suppliers. To further investigate the full extent of Incorp's illegitimate extraction of funds from the concession we require the books and records of not only Incorp, but Zenith SRL, Zenith Malta Division Ltd, Malta Healthcare Caterers Limited / James Caterers Limited and Sirimed SRL.*

Sirimed – construction

6. *Incorp invoiced Sirimed €500,000 on 15 May 2018 for "Professional Services Consultancy Fee for Barts Medical School". The invoice from Incorp was dated just 11 days after VGH had made the first payment of €500,000 to Sirimed on 4 May 2018.*

7. *We have found no evidence of any consultancy work being carried out by Incorp (Wajid and Asad were already being paid personally from VGH/Bluestone for their services – see appendices 1.10 and 1.11).*

8. *We conclude that the invoice also related to a kickback payment and note that the nature of the consultancy services supposedly provided by*

Incorp to Sirimed appear to us practically identical to those supposedly provided to Sirimed by Accutor AG (appendix 3.62) and Eurybates (appendix 3.74).

9. *The invoice is believed to have been paid by Sirimed to Incorp's Tunisian bank account. However, bank statements for Incorp are needed to confirm the flow of funds and the dispersal of the funds once received by Incorp. Bank account details for Incorp, as shown on the Incorp invoice, are copied at the foot of this appendix.*

Zenith SRL – cleaning services

10. *Incorp is also believed to have received a 10% 'skim' under the guise of consultancy services on a multi-million Euro contract awarded by VGH for cleaning services in Maltese hospitals provided by Zenith SRL (appendix 2.30).*

11. *VGH / Stewards paid Zenith almost €5.5M for cleaning services between July 2017 and December 2020 but more may have been paid directly from the hospital bank accounts. This is also still under review. Although we have found only a few examples of Incorp invoices as noted below, the agreements we have found suggest that Incorp should have received around €550,000 on the Zenith contract being 10% of around €5.5M.*

12. *On the back of the above cleaning consultancy arrangement, it is suspected that Incorp may have received payments from Zenith's Crédito Siciliano bank account.*

13. *We note that Incorp invoiced VGH for "Facility Management Services" at a rate of 10% based on the value of cleaning services provided by Zenith. So, for example, Zenith invoiced VGH for cleaning services at GGH for the month of December 2017 at a cost of €76,953.97. Incorp then invoiced VGH for a further €7,695.39 (10% of €76,953.97).*

14. *The Incorp invoices to VGH show that payments for the 'Facility Management Services' invoices were to be paid to the same Tunisian bank account which was to receive the €500,000 from Sirimed noted above.*

15. *It is suspected that the 10% charge on the value of cleaning services represented another way for the Ali family to extract funds from the concession and the 10% looks like a pre-arranged rate of "commission" / kickback to the people who awarded the cleaning contract.*

Malta Healthcare Caterers Ltd

16. *The companies that make up James Caterers Ltd and Malta Healthcare Caterers Ltd appear for many years to have been the dominant suppliers of catering services to the entire Maltese hospitals and*

healthcare sector (including the three hospitals transferred to VGH under the concession.

17. *However, as detailed more fully in appendix 2.50, shortly after the Concessionaires began operating a new contract was negotiated for the three Concession Hospitals. This introduced Incorp Sarl (appendix 3.40), as a 'middleman' between James Caterers Ltd and Malta Healthcare Caterers Ltd and VGH (and subsequently Stewards). This tripartite arrangement, entitled Incorp to earn a 10% "commission" on all of the Concessions catering services.*

18. *We do not have access to Incorp's records to evidence amounts earned under this arrangement. However, as more than €6 million was subsequently paid out of concession monies for the provision of catering services Incorp was entitled to earn more than €600,000. Joshua Zammit (appendix 1.100) who is closely allied to Keith Schembri played a key role in bringing this arrangement to fruition.*

Eurasia Limited

19. *It appears that at least some of what was paid by Zenith to Incorp was subsequently forwarded to Eurasia Ltd (appendix.2.40). We found instances where Eurasia subsequently invoiced Incorp for the same amount that Incorp had invoiced VGH for the 'Facility Management Services'. Accordingly, Eurasia received funds from Incorp. If the flow of funds followed in the same manner as the invoices, then VGH in Malta paid Incorp in Tunisia which then passed the same amount to Eurasia back in Malta. We found that Eurasia received a total of €81,769 from Incorp.*

20. *In our view each of these companies was under the control of the Ali family so the flow of funds appears to be illogical at first glance. This offshore/onshore flow of funds will require bank statements / financial records for Incorp to understand completely.*

Ownership of Incorp

21. *Asad and Wajid Ali owned 60% of Incorp since its incorporation in 2009. However, following a request from BOV for due diligence on the owners of the company in early June 2017, all of the Ali brothers' shares in the company were transferred to Yasar Zafar. It is notable that Incorp had only just entered into the potentially lucrative new agreements with VGH, Zenith and Malta Healthcare Caterers We expect it would have been very obvious to any bank that Asad and Wajid Ali's ownership of Incorp represented an obvious conflict of interest for their respective roles in VGH, their general fiduciary duties with VGH and the governance of public funds.*

22. *Despite their ownership of Incorp officially ending in June/July 2017, we found evidence that Asad and Wajid Ali's practical ownership of the company to have continued beyond 2017.*

23. *David Meli and Deborah Chappell drafted the various agreements involving Incorp from late 2016 to March 2017 and were involved in providing BOV with the documents in June / July 2017 that confirmed Yasar Zafar as the sole owner. In our opinion they each will have been fully aware how the change in ownership avoided any spotlight falling on Asad and Wajid Ali's respective positions in VGH that had allowed them to become part of the concession supply chain. We also consider David Meli's and Deborah Chappell's respective roles and remunerations to have extended beyond that of a normal third-party lawyer / in house lawyer and we have examined this further in appendices 10.20 and 10.30.*

24. *As well as acting as the front man in Incorp, Yasar Zafar also provided online reputational management services to Mr Schembri in 2020 and had done the same for VGH in 2017. We have prepared a personal profile for Mr Zafar in appendix 1.80.*

Formation, ownership, structure and trading address

25. *Incorp was incorporated in Tunisia on 17 April 2009. Its first financial year ran from the date of incorporation to 31 December 2009. [1303]*

26. *An ownership share certificate dated 18 June 2017 records the company shareholding of 1,500 shares with Asad and Wajid Ali each owning 450 shares (30%), Yasar Zafar owing 300 shares (20%) and Ahmed Gashout Belkhir owing the remaining 300 shares (20%). [1304]*

27. *The ownership share certificate was sent to Deborah Chappell by Yasar Zafar on 19 June 2017 i.e. on the day after it was prepared.*

28. *On the same day, 19 June 2017, Yasar Zafar also sent Deborah Chappell an organizational chart for the company which showed Yasar Zafar as Chairman and nine named employees in a variety of positions including a General Manager and Head of Operations. The chart does not show Asad or Wajid Ali having any role within the business. [1305]*

1303 [INCORP Status Transation.pdf]

1304 [INCORP Ownership Certificate023.pdf]

1305 [INCORP International Services Organization Chart.pdf]

29. *Yasar Zafar's ownership of 300 shares is shown in share transfer documents which show him to have received the 300 shares from a Musab Farag Balha in 2011. [1306] [1307] [1308]*

30. *Other official documents show that Incorp's entire shareholding was transferred to Yasar Zafar in June / July 2017. Our investigation of this has led us to form the opinion that the change or ownership was reactionary to a request from BOV for due diligence on the owners which led to almost immediate efforts to change the longstanding ownership of Asad Ali, Wajid Ali and Ahmed Gashout Belkhir in favour of a sole 100% ownership for Yasar Zafar.*

31. *For this reason, our review of Incorp's ownership includes a review of not only what the various ownership documents record but also who was using the documents and for what purpose.*

32. *Incorp's trading address is at 6 Rue Ghar El Melh, Residence Echourouk 2-2, 2eme etage, Les Berges du Lac 1, 1053, Tunis, Tunisia. [1309] It shared this address with STE Healthco. (appendix 3.41)*

33. *Prior to 30 April 2014, Incorp's address was 55 Avenue Khaireddine Pacha, 3eme Etage, 1070 Monplaisir, Tunis, Tunisia. [1310]*

Legal documents supporting Asad and Wajid Ali's ownership

34. *The following documents confirm Asad and Wajid Ali's ownership of the company from incorporation:*

    - *M&A document entitled "STATUTS" date stamped 17 April 2009 [1311]*
    - *Document entitled "Societe Incorp Sarl" date stamped 7 May 2014 [1312]*

35. *The M&A document date stamped 17 April 2009 was sent by:*

    - *Yasar Zafar to Johnathan Vella, Chris Spiteri and Wajid Ali on 12 April 2017*
    - *Yasar Zafar to Deborah Chappell on 14 June 2017*
    - *Deborah Chappell to Deborah Ammaturo of DF Advocates on 16 June 2017*

1306 [INCORP Musab Shares Transfer Agreement.jpg]

1307 [INCORP Gazette YasarSharesTransfers022.pdf]

1308 [INCORP ORGANIZATION CHART OWNERS CERTIFICATE GAZETTE SHARES TRANSFER.MSG--INCORP Ownership Certificate023.pdf]

1309 [VGH INCORP VGH0818(August).pdf]

1310 [FW CONFIDENTIAL INCORP LEGAL DOCUMENTATION-1.MSG—INCORP ID Address And GM Resolution.pdf]

1311 [RE FWD INCORP MALTA-0.MSG—INCORP Legal Profile Complete.pdf]

1312 [RE FWD INCORP MALTA-0.MSG—INCORP Yasar Zafar Chairman Resolution and Address Change.pdf]

36. *The document date stamped 7 May 2014 was also sent by Yasar Zafar to Johnathan Vella, Chris Spiteri and Wajid Ali on 12 April 2017.*

Incorp's ownership was changed following a due diligence request by Bank of Valletta on 1 June 2017

37. *Efforts by BOV to establish the owners and directors of Incorp began in early June 2017 (when Wajid Ali and Asad were still directors with a combined 60% shareholding). This set about a course of action that removed Asad & Wajid Ali's shareholding and gave Yasar Zafar the official sole ownership of the company by the beginning of July 2017.*

38. *Frances Piccione of BOV emailed Keith Massa, accountant, on 1 June 2017 with reference to opening bank accounts at BOV for Zenith Malta Division Limited. Mr Massa was engaged by Zenith SRL to handle the affairs of their Maltese company, Zenith Malta Division Limited.*

39. *BOV required further information to establish the involved parties of Incorp: [1313]*

    - *Organogram of Incorp Sarl to determine the parties involved and the ultimate beneficial owners*
    - *M&A or statutory document indicating current shareholders and directors – Incorp Sarl*
    - *Details regarding source of payments from Incorp Sarl to Zenith Malta – Country of origin and name of bank*
    - *Copy of contract between Zenith & Incorp Sarl*
    - *Copy of contract between Incorp Sarl & VGH*

40. *Keith Massa forwarded BOV's request to David Meli who forwarded it to Yasar Zafar with the message:*

    "Hi Yasar, The Italians have been requested to provide the following information info for the cleaning deal. Will you be able to provide them with this documentation? Ask Asad if he agrees."

41. *Yasar Zafar forwarded the email to Deborah Chappell who replied to Mr Zafar on 6 June 2017 stating: [1314]*

    "I don't hold any due diligence information on Incorp. If you would like to send it to me I'll have it sorted out and sent out"

42. *On 9 June 2017, Deborah Chappell emailed Yasar Zafar asking for documents: [1315]*

1313 [message.body - Re: Zenith Malta Division Ltd]

1314 [message.body - Re: Zenith Malta Division Ltd]

1315 [message.body - RE: Fwd: Zenith Malta Division Ltd]

- *"Organogram of Incorp Sarl to determine the parties involved and the ultimate beneficial owners*
- *M&A or statutory document indicating current shareholders and directors – Incorp Sarl"*

43. *This was followed up on 15 June 2017 by Yasar Zafar on the same stream of emails asking Deborah Chappell to forward the information he had sent her. She responded not to worry that she would coordinate.*

44. *Yaser Zafar had sent Deborah Chappell the M&A document date stamped 17 April 2009 which showed Asad Ali and Wajid Ali as owners and on 16 June 2017. Deborah Chappell confirmed this by asking Deborah Ammaturo of DF Corporate to carry out due diligence on Wajid Ali and Asad Ali as "they appear in the M&As I sent you" [1316]*

45. *Thereafter, Deborah Chappell and Bank of Valletta were in contact during June and July 2017 regarding VGH's relationship with Incorp. Ms Chappell's June email set out the nature of the relationship between Incorp and VGH whilst her July email included documents which showed Incorp to be wholly owned by Yaser Zafar (Yasin) rather than the four shareholders (including Wajid Ali and Asad Ali) shown in the 17 April 2009 M&A document and the share ownership certificate.*

46. *On 26 June 2017, Deborah Chappell emailed Frances Piccione of BOV with details of what she termed a "tripartite transactional arrangement" between VGH, Incorp and Zenith. [1317]*

47. *Ms Chappell confirmed the nature of the relationship as follows:*

    1. *The arrangement is for Incorp SARL to procure a number of services for and on behalf of VGH;*
    2. *These services to be procured by Incorp SARL include the procurement of cleaning and sanitisation services, laundry services and catering services*
    3. *The procured services are to be provided at the sites managed by VGH, that is Gozo General Hospital, St Luke's Hospital and Karin Grech Rehabilitation Hospital (the "sites"). Kindly note that to date the cleaning and sanitisation services being provided by Zenith are only in respect of Gozo General Hospital; and*
    4. *Incorp, qua VGH's procurement company, is responsible for the operational and management side of the companies it engages to provide the services at the Sites"*

1316 [message.body - RE: CONFIDENTIAL INCORP LEGAL Documentation]

1317 [message.body - RE: Transactional arrangement between VGH and Incorp]

48. *To her email Deborah Chappell attached a transaction diagram that depicted VGHM's arrangement to procure services from Incorp and Incorp's arrangement with Zenith to provide cleaning and sanitisation services at GGH. [1318]*

49. *By 26 July 2017, almost 2 months after BOV had asked for an M&A or statutory document indicating the current shareholders and directors for Incorp Sarl, the information had still not been provided to BOV despite Deborah Chappell receiving the M&A document from 2009, which confirmed Asad and Wajid Ali's ownership, on 14 June 2017.*

50. *On 26 July 2017, Deborah Chappell emailed David Meli stating: [1319]*

    "Hi David We need a signed resolution in writing of Incorp SARL authorising Yasar to enter into the 'Contract for the provision of Catering Services to GGH' and 'Contract for the provision of Catering Services to KGRH'. I would imagine that in terms of applicable law (Tunisian Law) this will still need to take the form of a directors resolution in writing but best that you verify this.

    Also a kind reminder to send me the updated due diligence in respect of Incorp SARL including translations thereof"

51. *Yasar Zafar followed up Deborah Chappell's email with his own email to David Meli and Deborah Chappell, which also he copied to Asad Ali:*

    "Hey David I am the sole Director of INCORP as per latest documents sent to you by Asad will be happy to sign any authorization thou if it's still required besides updated file and certificate from ministry or justice clearly stating as I own all the 1500 shares and acting as chairman of the company...."

52. *On the same day, 26 July 2017, David Meli replied to Deborah Chappell stating: [1320]*

    "Hi Deb, Please find attached the amended documentation for Incorp."

53. *To his email David Meli attached five documents:*

    - *Articles of Association (translated to English) showing Yasar Zafar Yasin as the 100% owner and sole shareholder of 1,500 shares [1321]*

1318 [Transaction Diagram_VGH & Incorp.pdf]

1319 [message.body - Re: Resolution]

1320 [message.body - Fwd:INCORP Profile and Owners Registration Certificate]

1321 [INCORP Status Transation.pdf]

- *Commercial Registration Certificate (translated to English) showing Yasar Zafar Yasin as the 100% owner and sole shareholder of 1,500 shares [1322]*
- *Articles of Association (in French) showing Yasar Zafar Yasin as the 100% owner and sole shareholder of 1,500 shares [1323]*
- *Commercial Registration Certificate (untranslated) showing Yasar Zafar Yasin as the 100% owner and sole shareholder of 1,500 [1324]*
- *Board Resolution dated 27 July 2017 confirming the Board of Directors to have given Yaser Zafar authority to enter contract for the provision of catering services [1325]*

54. *Of the documents above, only the Commercial Registration Certificate (and its translated version) showed that there had been share transfers on 30 June 2017 and 5 July 2017. The date of the earlier share transfer (this was the transfer from Musab Farag Balha to Yasar Zafar in 2011) is also referenced on those documents.*

55. *Deborah Chappell asked were the originals in hand and David Meli confirmed on 27 July 2017 "No that's all I have" causing Deborah Chappell to observe "We should obtain originals as I'm sure the bank will want them".*

56. *David Meli asked Yasar Zafar to send the originals by courier to which Yasar Zafar replied he would "bring them in hand". [1326]*

57. *Deborah Chappell then asked Yasar Zafar whether she should proceed to send the documentation to BOV and Mr Zafar confirmed she should.*

58. *Accordingly on the same day, 27 July 2017, Deborah Chappell provided the due diligence information on Incorp to BOV and commented: [1327]*

    "kindly refer to the attached due diligence documentation received from Incorp SARL, for your kind perusal"

59. *Ms Chappell's email to BOV on 27 July 2017 [1328] was sent more than a month after her last email to the bank on 26 June 2017 and almost 2 months after BOV's original request for information on the Incorp's shareholders and directors on 1 June 2017. In the interim period, on 30 June 2017 and 5 July 2017, all shares had been transferred to Yasar Zafar, leaving him as the sole shareholder.*

1322 [INCORP Register Du Commerce Translation031.pdf]

1323 [INCORP STATUS.pdf]

1324 [INCORP Certificate Register Du Commerce.jpg]

1325 [Incorp – Board Resolution.docx]

1326 [message body - RE:INCORP Profile and Owners Registration Certificate].

1327 [message.body - RE Transactional arrangement between VGH and Incorp]

1328 [message body - RE:Transactional arrangement between VGH and Incorp]

60. *In her email to BOV Ms Chappell attached three of the five documents sent to her by David Meli:*

    - *Articles of Association (translated to English) showing Yasar Zafar Yasin as the 100% owner and sole shareholder of 1,500 shares [1329]*
    - *Commercial Registration Certificate (translated to English) showing Yasar Zafar Yasin as the 100% owner and sole shareholder of 1,500 shares [1330]*
    - *Articles of Association (in French) showing Yasar Zafar Yasin as the 100% owner and sole shareholder of 1,500 shares [1331]*

61. *The Commercial Registration Certificate noted that there had been share transfers on 30 June 2017 and 5 July 2017 (i.e. after BOV's request for ownership information) but did not reveal who had been the previous shareholders. We found no evidence that BOV picked up on the recent share transfers or whether the bank's employees understood what a share transfer in the period after they made their request for due diligence might mean.*

62. *It is clear to us from this chain of events that once BOV requested due diligence documents for Incorp on 1 June 2017, the then current shareholders and directors of Incorp were swiftly changed to remove Asad and Wajid Ali's shareholdings and directorships and to give Yasar Zafar sole ownership.*

63. *The signed board resolution dated 27 July 2017 was sent by Yasar Zafar to Deborah Chappell on 7 August 2017. [1332]*

64. *We expect that Deborah Chappell and David Meli with their prior knowledge of the shareholders of Incorp and their respective involvements in the agreements that Incorp had entered into with VGH, Zenith and Malta Healthcare Caterers in the first few months of 2017 will undoubtedly have understood what was going on and why the changes to the shareholdings were required.*

65. *As explained below, whilst Asad and Wajid Ali's official ownership ended in July 2017, their practical ownership continued into 2018.*

Other documents confirming Asad and Wajid's continuing ownership of Incorp after July 2017

66. *Despite Yasar Zafar becoming the official sole shareholder in June/July 2017 and Asad and Wajid no longer appearing as official owners, their ownership and practical involvement with Incorp continued.*

1329 [INCORP Status Transation.pdf]

1330 [INCORP Register Du Commerce Translation031.pdf]

1331 [INCORP STATUS.pdf]

1332 [INCORP-VGH RS 038.pdf]

67. *On 29 November 2017 €32,000 was paid from Incorp to Eurasia Limited (appendix 2.40). The funds were paid on the same day to Asad Ali and Fakhra Shaukat Ali with each receiving €16,000 for consultancy. [1333]*

68. *A declaration on beneficial owners for Maltese company Encorp Management Limited (appendix 6.20) prepared in July 2018 recorded that Asad and Wajid Ali each held an indirect 30% ownership of Encorp Management Limited through their respective shareholdings in Incorp. [doc Encorp Management Ltd.docx]. We have considered the ownership of Encorp Management Limited further in appendix 2.60 including a private agreement dated 15 June 2017 which set down that Incorp would hold the shares in Encorp Management Ltd on behalf of Asad Ali and Wajid Ali. [1334]*

69. *On 11 March 2019, Saba Abbas emailed Aasia Parveen from her personal email address 'saba.b.abbas@gmail.com' with requested invoices from Incorp SARL further demonstrating the Ali family's continuing connection to Incorp. [1335]*

70. *However, the most significant sign of how their effective control and ownership of Incorp continued beyond July 2017 was the trading relationship between Incorp and Eurasia Limited. This is examined in appendix 2.40.*

71. *We also found an email of 03 November 2017 from Saba Abbas to Yasar Zafar, Asad and Wajid Ali and Sabih Jafri informing them of full settlement of invoices. [1336] Also, in an email on 2 November 2017, Asad & Wajid are BCC'd into emails re Incorp and VGH service charges. [1337]*

Financial review

72. *We did not discover financial accounts or bank statements for Incorp. Our financial review has therefore been limited to an analysis of transactions that are identified on Incorp's invoices to and from various companies including VGHM, Zenith Malta Division Limited and Eurasia and a review of relationship between these companies as set out in a number of agreements between them.*

73. *Incorp's invoices show it to have a bank account with Attijari bank of Tunisia account number 4421804871 and IBAN TN5904083168004421804871. [1338]*

1333 [EURASIA INCORP VGH0117(June).pdf]

1334 [private agreement.pdf]

1335 [Gmail – FW_INCORP Due invoices (July, August, September 2018).pdf]

1336 [message.body - RE INCORP VGH PENDING INVOICES]

1337 [message.body - FW: INCORP VGH Facility Management Service Charge (Cleaning of Gozo General Hospital for June, July & August 2017)]

1338 [VGH INCORP VGH0117(June).pdf]

Cleaning services contract between Incorp and VGH

74. *Early drafts of a cleaning services agreement between VGH and Incorp began to circulate in late 2016. VGH's Danica Lovric (Corporate Representative Assistant) sent a draft to Armin Ernst, Asad Ali and Wajid Ali on 27 December 2016: [1339]*

    "Dear Armin, Asad. Attached you can find the new version of the FM agreement with Incorp, including all your propositions and changes. I have changed the FM agreement into specifically Cleaning Services Agreement, as suggested, although this change will drag the other agreement with Zenith with it in the sense that the agreement that Zenith will be signing will actually have to be a sub-contract and not an independent contract and VGH will remain as the main Client...."

75. *The draft cleaning services agreement attached to the email was between Vitals Global Healthcare Ltd and Incorp SARL was for 5 years and the sum payable to the contractor, Incorp, was cost plus 10.54%. [1340]*

76. *Armin Ernst reviewed and made minor comments on the draft cleaning services agreement on 3 January 2017 and sent it to back to Danica Lovric and Asad Ali. [1341]*

77. *On 24 January 2017, Deborah Chappell, whilst still an employee of DF Advocates, reviewed the agreement which was by that stage referred to as the 'Procurement Agreement' and sent it to Danica Lovric, Asad Ali and Ram Tumuluri. [1342]*

78. *Danica Lovric replied saying that she was not sure VGH could name the contract the Procurement Agreement since procurement was too wide and this agreement would only cover the FM (facilities management) core services like cleaning, catering and laundry. Ms Lovric suggested that "All other services are not intended to be part of it, at least not for now"*

79. *Ms Chappell enquired as to when the agreement would be signed, and Ms Lovric replied that she had postponed the signing of it until at the latest Friday on that week [1343]*

1339 [message.body - Re:Incorp a]

1340 [CLEANING SERVICES AGREEMENT.docx]

1341 [CLEANING SERVICES AGREEMENT AE 1.3.17.docx]

1342 [CLEANING PROCUREMENT AGREEMENT_VGH_INCORP_240117.docx]

1343 [message.body - RE:Cleaning Agreement: VGH INCORP]

80. *In addition to the agreement, a letter of patronage dated 14 December 2016 was drafted by Danica Lovric on behalf of Armin Ernst [1344] and a further letter of support in August 2017 [1345]*

Contract between Incorp and Zenith

81. *Incorp and Zenith Services Group SRL and Zenith Malta Division Limited (collectively Zenith) entered into an agreement for the provision of cleaning services to VGH on 1 March 2017. [1346] The agreement was notarized by Veronica Mizzi Young on 2 March 2017 and Yasar Zafar appeared on behalf of Incorp.*

82. *Like the agreement between VGH and Incorp, the agreement between Zenith and Incorp was first drafted in late 2016. We found many incarnations of the agreement within David Meli's data which suggests he was closely involved with its drafting. For ease we have listed the various drafts of the agreement and its addendums below:*

Date	Document name and content	Document
30 Nov 2016	Contract for Services between Zenith Services Group S.L.R. and Incorp SARL	[]
30 Nov 2016	Contract for Services between Zenith Services Group S.L.R. and Incorp SARL	[]
25 Jan 2017	Contract for Services between Zenith Services Group S.L.R. and Incorp SARL	[]
25 Jan 2017	Contract for Services between Zenith Services Group S.L.R. and Incorp SARL	[]
25 Jan 2017	Contract for Services between Zenith Services Group S.L.R. and Incorp SARL	[]
25 Jan 2017	Contract for Services between Zenith Services Group S.L.R. and Incorp SARL	[]
9 May 2017	Addendum to the contract for services	[]
4 Sept 2018	Addendum to the contract for services	[]

83. *Yasar Zafar was named as appearing on behalf of Incorp in all draft agreements, including those prepared before the share transfers in June and July 2017.*

84. *An addendum to the contract for services was agreed on 9 May 2017 and notarized on the same day. [1347]*

1344 [Letter of Patronage-Zenith.docx]

1345 [Letter of Support_VGH_070817.docx]

1346 [FW_FW_FW__(560).MSG—Contract for Cleaning Services_Enrolled Deed_010317.pdf]

1347 [Doc - Part 1.pdf]

Operational emails and documents setting out the relationship between Incorp and Zenith

85. *Deborah Chappell, in her new role with VGH, set out the operation of the agreement in an email to Saba Abbas and Mark Lisher dated 7 July 2017. [1348]*

86. *Email dated 28 December 2017 from Stephanie Botha of VGH to Lorena Piazza of Zenith Group. "Past invoices were issued in the name of Incorp SARL, we kindly request that these invoices be reissued with the above details..." VGHM details [1349]*

87. *A letter dated 27 August 2020 from Zenith Malta Division Limited's Italian lawyers to VGH suggested that Zenith was owed €532,258.60 for cleaning services at GGH reaching back to September 2017 including almost €70,000 from Incorp. [1350] Zenith threatened to interrupt the service if €500,000 was not paid within 5 business days.*

88. *A similar later dated 24 June 2019 suggested that Zenith was owed €569,520 in relation to cleaning services provided at Karin Grech hospital. [1351]*

Contract between Incorp and Malta Healthcare Caterers Limited

89. *The companies that make up James Caterers Ltd and Malta Healthcare Caterers Ltd appear for many years to have been the dominant suppliers of catering services to the entire Maltese hospitals and healthcare sector (including the three hospitals transferred to VGH under the concession.*

90. *However, as detailed more fully in appendix 2.50, shortly after the Concessionaires began operating a new contract was negotiated for the three Concession Hospitals. This introduced Incorp Sarl (appendix 3.40), as a 'middle-man' between James Caterers Ltd and Malta Healthcare Caterers Ltd and VGH (and subsequently Stewards). This tripartite arrangement, entitled Incorp to earn a 10% "commission" on all of the Concessions catering services.*

91. *We do not have access to Incorp's records to evidence amounts earned under this arrangement. However, as more than €6 million was subsequently paid out of concession monies for the provision of catering services Incorp was entitled to earn more than €600,000. Joshua Zammit (appendix 1.100) who is closely allied to Keith Schembri played a key role in bringing this arrangement to fruition.*

1348 [message.body - Cleaning Contract – Invoice June 2017]

1349 [message.body - Invoices for VGH]

1350 [Zenith Malta – GGH Gozo 27.08.20.pdf]

1351 [Zenith Malta – Karin GREACH 24.6.19.pdf]

Sirimed SRL

92. *Incorp invoiced Sirimed SRL for €500,000 for "Professional Services Consultancy Fee for Barts Medical School" on 15 May 2018. [1352]The amount invoiced was identical to the amount in the invoice created by Ivan Vassallo on behalf of Accutor AG to Sirimed in July 2018 (appendix 2.60). We only found a PDF version of this so cannot trace its origin.*

93. *We did not locate a digital copy of the invoice to verify who prepared it or email attaching it to understand how it came to be in Malta.*

94. *We found no indication in the VGH records that Incorp was providing Sirimed with a genuine consultancy service in relation to Barts Medical School and, as we do not have bank statements for either Incorp or Sirimed SRL, we could not verify that the invoice was paid.*

95. *However, we note that the Incorp invoice date of 15 May 2018 closely followed the first payment from Stewards to Sirimed on 5 May 2018 for the amount of €500,000. [1353] [1354]*

96. *Like the Sirimed / Accutor AG payment in August 2018, Ivan Vassallo was liaising with Natale Inturri, Sirimed and Stewards regarding the first payment of €500,000 from Stewards to Sirimed in May 2018.*

97. *On 2 May 2018 he emailed Saba Abbas attaching the first invoice from Sirimed to VGHM for €4,500,000 plus VAT this being 30% of the agreed price as per the contract of 17 April 2018. [1355] Mr Vassallo said:*

    "..This is an invoice for the entire pre-payment amount. Sirimed cannot issue another invoice for part of this amount, so I suggest you transfer on account. Please let me have the transfer confirmation so that I may inform them. We are with them in Gozo and they are asking about the transfer"

98. *Saba Abbas confirmed to Ivan Vassallo on 3 May 2018 that €500,000 had been paid on 2 May 2018 [1356]*

99. *On 7 May 2018 Ivan Vassallo emailed Mohamed Elawis, Andrew Meli and Asad Ali stating that Sirimed had informed him that no money had been received [1357]*

100. *Mr Vassallo commented:*

1352 [doc00026202104210903 46.pdf].

1353 [20180507132307084.pdf]

1354 [227375 partial.emlx]

1355 [224438[1].emlx & SIRIMED VS VITAL INVOICE 1 2018.pdf]

1356 [227353.emlx]

1357 [227359[1].emlx]

"I had convinced them to accept €1 million and start with the balance promised within 10 days. They have however not received the €1 million yet and are getting very worried.

101. In our opinion it is significant that per Ivan, prior to 7 May 2018 Sirimed had agreed to accept a pre-payment of €1,000,000 when the invoices to Sirimed from Incorp in May 2018 and Accutor in July 2018 had a combined value of €1,000,000. This suggests to us that the pre-payment amount was privately recognised by Sirimed, Ivan Vassallo, Natale Inturri etc (and those close to the arrangement within Stewards) that the funds that would be later used to fund the kickback payments.

102. Ivan Vassallo's information from Sirimed regarding the lack of payment was wrong as Asad Ali replied on the same day and Saba Abbas confirmed to Ivan Vassallo that €500K had been paid.

103. Given the amount and timing of the invoice from Incorp to Sirimed and Ivan Vassallo's close involvement in chasing the payment from Stewards to Sirimed in May 2018 we expect that, like the Sirimed payment(s) of €500,000 to Accutor AG in July/August 2018, the Incorp invoice to Sirimed for €500,000 also represented documentary cover for another kickback from Sirimed.

104. In our opinion, the invoice also further demonstrates the Ali family's control of Incorp beyond July 2017.

Eurasia Limited

105. A percentage of the commission earned by Incorp SARL on the Facility Management charge for the cleaning services provided by Zenith was then repatriated back from Tunisia to Eurasia Ltd which is solely owned by Asad Ali and the funds are then paid out to members of the Ali family.

106. We have identified ten invoices shown below totalling €64,875 raised by Eurasia Ltd to the company Incorp SARL:

Date	Invoice No	From	To	Amount €	Description
30/06/2017	VGH01117	Eurasia Ltd	Incorp SARL	7,510.88	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of June 2017
30/09/2017	VGH0417	Eurasia Ltd	Incorp SARL	7,546.66	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of Sept 2017
30/11/2017	INC0617	Eurasia Ltd	Incorp SARL	5,548.00	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of Nov 2017
31/12/2017	INC0717	Eurasia Ltd	Incorp SARL	5,771.54	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of Dec 2017
30/01/2018	INC01118	Eurasia Ltd	Incorp SARL	6,082.29	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of Jan 2018
28/02/2018	INC0218	Eurasia Ltd	Incorp SARL	6,490.37	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of Feb 2018
31/03/2018	INC0318	Eurasia Ltd	Incorp SARL	6,125.16	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of Mar 2018
30/04/2018	INC0418	Eurasia Ltd	Incorp SARL	6,600.00	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of April 2018
31/05/2018	INC0518	Eurasia Ltd	Incorp SARL	6,620.00	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of May 2018
30/06/2018	INC0618	Eurasia Ltd	Incorp SARL	6,580.00	Facility Management Services for Cleaning Services for Gozo Hospital for the Month of June 2018
	TOTAL	Eurasia Ltd	Incorp SARL	64,874.90	

107. *The list may well be incomplete as it appears to have been a regular monthly charge of circa €6.5k and there are missing invoices for July, August and October 2017 so the total invoiced amount is probably closer to circa €84,000.*

108. *We note from the analysis of Eurasia's main bank account (see Appendix 2.41) that Incorp SARL paid Eurasia Ltd amounts totalling €81,769 in 3 payments in 2017/2018 as follows:*

Date	€
Nov 2017	32,000
May 2018	29,969
Aug 2018	19,800
Total	81,769

109. *The total payments appear to be broadly in line with the invoices identified above raised by Eurasia in the period June 2017 to June 2018. The system of Eurasia billing INCORP SARL for facility management charges made in respect of the cleaning services provided by INCORP SARL to Zenith appeared to cease in June 2018.*

110. *From the Eurasia bank statements, we note that immediately following the receipt of funds from INCORP SARL the funds are then paid out again on the same date or shortly afterwards to members of the Ali family – either Wajid Shaukat Ali, Fakhra Shaukat Ali or to Asad Shaukat Ali.*

Date	Payee	€	€
21/05/2016	INCORP SARL		29,969
28/05/2016	Wajid Shaukat Ali	15,000	
29/05/2016	Asad Shaukat Ali	15,000	
29/11/2017	INCORP SARL		32,000
29/11/2017	Asad Shaukat Ali	16,000	
30/11/2017	Fakhra Shaukat Ali	16,000	

Incorp and Yasar Zafar were known to Keith Schembri and Kasco Recycling

111. *Incorp and Yasar Zafar were known to Keith Schembri as shown in a letter from Incorp to Kasco dated 17 August 2017 [1358] and a Whatsapp*

1358 [KASCO(498).pdf]

message thread between the pair which began in 20 January 2020 through to 31 August 2020. [1359]

Incorp paper waste enquiry in 2017

112. The letter referred to a discussion with Asad Ali and requested prices for paper waste supply from Kasco. The letter was signed by 'Akil Abdul Razzak Khan', Business Development, Incorp SARL.

113. In the organizational chart provided by Yasar Zafar to Deborah Chappell on 19 June 2017 'Akil Razik' was described as the General Manager. [1360]

114. Kasco employee, Jason Callus, compiled the price information requested by Incorp. [1361] [1362] Mr Callus then shared it with Kasco company accountant, Robert Zammit and Keith Schembri instructed that the information be put on the form and "we'll send it to them". [1363] [1364]

115. We did not find any evidence of a trade in paper waste between Incorp and Kasco flowing from Incorp's enquiry but we note that any such trade would have resulted in a flow of funds from Incorp to Kasco.

Yasar Zafar provided online reputational management services to Schembri, Muscat, and Mizzi in 2020

116. Keith Schembri had a separate business relationship with Yasar Zafar in 2020. Mr Zafar provided online reputational management services from his business in Tunisia called Itech5.

117. Itech5 had provided the service for VGH in 2017 [1365] and again for Muscat, Mizzi and Schembri in 2020.

118. For Mr Schembri the service included:

- *editing Mr Schembri's Wikipedia page to only include positive items*
- *manipulating search engines such as Google so as to elevate webpages containing positive stories and supress any negative webpages*

119. The Whatsapp message thread between the pair began on 20 January 2020 through to 31 August 2020. Mr Schembri named Yasar Zafar

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1359 [chat-532.pdf]

1360 [INCORP International Services Organization Chart.pdf]

1361 [Payments to INCORP.xlsx]

1362 [Gmail - FW_ INCORP Due Invoices (July, August, September 2018).pdf]

1363 [104534.emlx]

1364 [Untitled_22082017_151352.pdf]

1365 [message body - RE VGH – Articles for approval]

"Yasar Asad" suggesting that Asad Ali had introduced Mr Schembri to his contact.

120. *On 31 January 2020 Kasco paid €10,000 to a Mr Razzaq. [1366] [1367] [1368]The BOV payment advice simply referred to "KS AGREEMENT" but the payment to Mr Razzaq was also referenced in Keith Schembri's Whatsapp conversation with Yasar Zafar.*

121. *The Whatsapp conversation between them began on 20 January 2020 through to 31 August 2020. A large number of messages in the Whatsapp conversation confirm that Yasar Zafar was providing personal online reputational management services to Mr Schembri for which Yasar Zafar requested payment at the end of January 2020.*

122. *Mr Schembri sent the payment advice to Mr Razzaq to Mr Zafar via the Whatsapp thread as confirmation of payment. Therefore, rather than make the payment to Yasar Zafar or Itech5 directly, Mr Schembri made the payment of €10,000 to 'Aqil Abdul Razzag' under the guise of an online marketing proposal for paper distribution in Malta dated March 2020 [doc Kasco Paper Marketing Proposal.pdf]. However the payment discussed by Mr Schembri and Yasar Zafar in the Whatsapp thread had nothing to do with paper marketing.*

123. *On 26 February 2020 Yasar Zafar asked Mr Schembri to send a further €10,000. [1369] As discussion of the online reputational management service continued between the pair, we expect payment was made but we did not establish where the payment was made from.*

STE Healthco

124. *Tunisian company, STE Healthco (appendix 3.41), has the same trading address as Incorp at 6 Rue Ghar El Melh, Residence Echourouk 2-2, 2eme etage, Les Berges du Lac 1, 1053, Tunis, Tunisia.*

125. *STE Health Co was a Tunisian company which in late 2017 entered into a consultancy agreement with Steward Health Care International Limited (C 83293). The agreement, which regulated a private commercial relationship between Shaukat Ali, Asad Ali and Stewards, was drafted in November 2017 and came into effect in December 2017. The fee due to STE Health Co appears to have been set at €400,000 per month. We identified only two of the monthly payments made by Steward Health Care System LLC (the US parent company) including a first 'advance' payment made to Eurasia Limited in December 2017 and another, possibly the second, to Accutor AG in February 2018. We have*

1366 [635441.emlx]

1367 [AQIL ABDUL 31.01.20.pdf]

1368 [IBAN.pdf].

1369 [chat-532.txt]

considered STE Healthco in appendix 3.41 including its relationship with Eurasia Limited (see appendix 2.40).

Pre concession trading

126. *David Meli on behalf of Michael Kyprianou & Co LLC and Yasar Zafar on behalf of Incorp SARL entered into an agreement dated 23 April 2014 in relation to Malta Individual Investor Programme (IIP). [1370]*

127. *Per the agreement, Incorp agreed to introduce parties to Michael Kyprianou & Co LLC that may be interested in applying for the IIP. In turn, Michael Kyprianou & Co LLC agreed to pay Incorp a commission based on professional fees for the services provided to the third parties.*

128. *Yasar Zafar & Incorp was therefore known to David Meli from April 2014, if not earlier.*

STE Health Co, bin-Numru ta' Reġistrazzjoni 1537741/V - Appendix 3.41

1. *In late 2017 Tunisian company STE Health Co entered into a consultancy agreement with Steward Health Care International Limited (C 83293). The agreement, which regulated a private commercial relationship between Shaukat Ali, Asad Ali and Steward, was drafted in November 2017 and came into effect in December 2017, which was around two months prior to Steward's takeover of VGH in early February 2018.*

2. *Whilst the agreement specified that the consultancy services to be provided by STE Health Co would relate to worldwide healthcare projects, its timing and Steward's payment reference to 'Project Malta' make it reasonably clear that the agreement related directly to Steward's takeover of VGH and the Maltese Healthcare Concession.*

3. *The fee due to STE Health Co as 'the Consultant' or Shaukat Ali and Asad Ali as 'the individuals' appears to have been set at €400,000 per month. We identified only two of the monthly payments made by Steward Health Care System LLC (the US parent company) including a first 'advance' payment made to Eurasia Limited in December 2017 and another, possibly the second, to Accutor AG in February 2018.*

4. *As we have not received records from either Steward Health Care System LLC or Accutor AG we have been unable to establish the total value of payments made under the agreement, or more importantly, establish the ultimate beneficiaries of any and all such payments.*

1370 [Introducer Agreement – Yasar Zafar (Signed)(1).pdf]

5. *As the identified individuals performing the consulting services, we expect Shaukat Ali and Asad Ali requested the two payments from Steward's US parent company be made to Eurasia and Accutor AG. However, in making the payment to Accutor AG, in which neither Shaukat Ali and Asad Ali had a registered ownership, we consider Stewards were, perhaps unwittingly, distributing the proceeds of the consultancy contract in a manner that could have facilitated the pair with either the concealed transfer of the proceeds to unknown third parties or in straightforward tax evasion. It seems probable that, as the agreement fee was to be paid monthly, and as we have found two payments being directed to entities chosen by the Ali family, that the other monthly amounts were paid by Stewards US parents to entities / accounts not within the Inquiry's sight.*

6. *As such, we deem it critical that in any further investigation of this matter that all payments made by Steward Health Care System LLC to any party whatsoever under the STE Health Co agreement are established, after which the ultimate beneficiaries of the payments should be established from the records of any such recipient, including Accutor AG.*

7. *It should be noted that only very limited documents have been found in relation to STE Health Co. The key consultancy agreement was found in David Meli's data but only as a result of Dr Meli sharing it and other unrelated agreements with a legal colleague in 2021 apparently as examples of consultancy agreements. Despite the agreement proceeding in late 2017, other than the draft version found in Dr Meli's data, we found no documents, emails or phone messages in either Dr Meli's data or the wider data pertaining to its preparation or discussion of the private commercial relationship between Shaukat Ali, Asad Ali and Steward. It is possible that an earlier draft of the same agreement was in the name of a different company and not STE.*

8. *However, we did find a further reference to the STE Health Co consultancy agreement within a later draft 'participation rights' agreement dated 1 October 2018 between Steward Health Care International Limited (C 83293) and an unnamed entity referred only to as the "Participant". This later agreement was passed by Steward's external lawyer, Hamid Yunis to Armin Ernst on 15 October 2018 and reveal what we consider the unnamed 'Participant's' right to a 7% share in any dividend paid by Steward Health Care International Limited which was "attributable only to the health care projects (other than the Malta health care projects) that were successfully introduced by the Participant (or its Affiliates) to the SHCIL Group under the consultancy agreement dated 1 November 2017 between STE Health Co Limited and SIL".*

9. *Thus, we consider that the participation rights agreement makes clear that the unnamed Participant's involvement in any non-Maltese projects was to be compensated through a 7% share of dividends from Steward Health Care International Limited (and a 7% share in the value of the company should it be sold, listed or wound up). This further suggests that the separate payments made to Eurasia and Accutor AG were in fact compensation for the "Malta health care projects", namely Steward's takeover of VGH and the Maltese Healthcare Concession.*

10. *The limited documents found on STE Health Co also include what appear to be back dated invoices from STE Health Co to Eurasia (see appendix 2.40). We consider these invoices were created in April 2021 for services supposedly performed in 2017 in relation to health projects in Ghana and Macedonia. The backdating of these invoices may relate to a possible tax evasion ploy performed under the direction of Eurasia's owner Asad Ali but as such is considered incidental to this Inquiry.*

11. *However, the overriding issue of concern regarding STE Health Co and the consultancy agreement between it and Steward Health Care International Limited in November 2017 is that the commercial relationship, personalities and payments crossed several international jurisdictions as follows:*

    i. *STE Health Co is a Tunisian company*

    ii. *STE Health Co's two consultants are Pakistani nationals but were normally resident in Malta (later Switzerland)*

    iii. *STE Health Co contracted with a Maltese company Steward Health Care International Limited (C 83293) apparently to deliver international healthcare projects (but the main project delivered appears to have been that of the Maltese Healthcare Concession)*

    iv. *Monthly contractual payments of €400,000 were agreed by the Maltese company Steward Health Care International Limited but were paid by the US parent company Steward Health Care System LLC*

    v. *The first advance monthly payment was made to Maltese company, Eurasia Ltd*

    vi. *The second payment (and possibly all subsequent payments) were made to Swiss company, Accutor AG*

12. *Thus, aside from the first advance monthly payment, we consider major payments were being made outside of Malta in compensation for services connected to the transfer of the Maltese Healthcare Concession. As such, the potential for fraudulent payments emanating*

from within Accutor AG, or any other entity that received funds from Steward Health Care System LLC on foot of the STE Health Co contract, is considered high.

13. *Relationships between a number of Maltese politicians and various companies and personalities within or linked to the Accutor group of companies are set out in the following appendices:*

- *Accutor AG (appendix 3.61)*
- *Accutor Consulting AG / VGH Europe AG (appendix 3.62)*
- *Spring XMedia AG (appendix 3.71)*
- *Spring Healthcare AG (appendix 3.72)*
- *iKons Global (appendix 3.84)*

Background

14. *STE Health Co is a Tunisian company (registration number 1537741/V) with a registered office at 6, Rue Ghar El Melh, Echourouck Residence, Office Number 2-2, 2nd Floor, Les Berges Du Lac 1, 1053 Tunis, Tunisia. This is the same registered address as Incorp SARL (appendix 3.40).*

15. *Shaukat Ali (appendix 1.04) and Asad Ali (appendix 1.10) are identified as individuals connected to the company. Payment reminder letters suggest that Yasar Zafar (appendix 1.80) is an officer of STE Health Co. However, we consider that his role and position will likely have been secondary to Shaukat Ali and Asad Ali's respective positions in the company.*

16. *In late 2017 STE Health Co entered into a consultancy agreement with Steward Health Care International Limited (C 83293).*

Consultancy agreement with Steward Health Care International Limited (C 83293)

17. *A draft version of the consultancy agreement between Steward Health Care International Limited (C 83293) and STE Health Co was prepared on 20 November 2017 by Andrea Hayns, Legal PA to Hamid Yunis of McDermott, Will & Emery (MWE – Steward's lawyers). [1371]*

18. *The draft agreement is located in David Meli's data which suggests that he was also involved in preparing/reviewing it. On 5 July 2021 David Meli emailed the draft agreement (and other unrelated consultancy agreements) to his colleague Michael Carbone of Michael Kyprianou & Co. Despite the agreement clearly proceeding and payments being made in consideration of it in late 2017, other than this draft version, we found no documents, emails or phone messages in Dr*

1371 [Consultancy Agreement – Steward Health (16.11.17).docx]

Meli's data pertaining to its development or discussion of the private commercial relationship between Shaukat Ali, Asad Ali and Stewards. [1372] [1373]

19. *Per the draft agreement, the relationship between Stewards and STE Health Co ('the consultant') and Shaukat Ali and Asad Ali ('the Individuals') was to commence with effect from 1 November 2017. The agreement was to continue to be in effect until terminated by Steward and the Consultant agreeing in writing to do so.*

20. *Thus, Shaukat Ali and Asad Ali were to be engaged by Stewards for an undefined period whilst still in the employment of VGH/Bluestone and prior to the takeover of VGH. In what appears to be a clear-cut conflict of interest, the draft agreement also specified that STE Health Co, Shaukat Ali and Asad Ali would be 'independent contractors' engaged to promote the interests of Stewards (and any associated companies).*

21. *The draft agreement set down that the consultancy services to be provided by STE Health Co, Shaukat Ali and Asad Ali would include the following:*

    - *assistance with the identification, origination and sourcing of healthcare and other commercial projects and assignments worldwide;*
    - *strategic assistance, guidance and advice in relation to the development of such projects and assignments, including in terms of scooping the requirements, the procurement processes involved and other relevant factors;*
    - *providing analysis in relation to any relevant political, social, economic and demographic aspects of such projects and assignments; and*
    - *any other services that will be reasonably expected by or conducive and incidental to Steward fulfilling its aims and objectives under this Agreement.*

22. *Although the draft agreement refers to the identification, origination and sourcing of healthcare projects worldwide, the timing of its preparation indicates that the consultancy roles for Shaukat Ali and Asad Ali were directly linked to Steward's takeover of VGH and the Maltese Healthcare Concession.*

23. *The value of the fee due to STE Health Co for the consultancy services of Shaukat Ali and Asad Ali is not revealed in this draft version of the*

1372 [message body - RE: Consultancy Agreements]

1373 [message.body - Consultancy Agreements]

agreement but it is set out that fees were to be monthly and paid in arrears. The draft agreement also noted that STE Health Co was to submit an 'appropriate invoice' in respect of the consultancy services and expenses to Steward on or about the last day of each month.

*"In consideration of the Consultancy Services, Steward will pay the Consultant in arrears a fee of €**** (inclusive of any value added tax or other taxes and duties where applicable) per calendar month in respect of which the Consultancy Services are provided pursuant to Clause 3.3 above, subject to Clauses 4.4 and 4.5 below."*

24. *We did not identify any invoices from STE Health Co to Steward. However, as noted below, on 6 February 2018 Steward Health Care System LLC (the US parent company) paid USD$515,000 to Accutor AG (see appendix 3.63) under a payment reference bearing the name STE Health Co Limited. This indicates an invoice was issued in the name of STE Health Co to Steward that directed payment be made to Accutor AG.*

25. *Despite the contractual relationship set out in the draft consultancy agreement being between a Maltese company (Steward Health Care International Limited (C 83293) and a Tunisian company (1537741/V), the agreement was to be governed by English Law and subject to the exclusive jurisdiction of the English Courts.*

Steward Health Care System LLC payment to Accutor AG on 6 February 2018

26. *A list of Accutor AG transactions (see appendix 3.63) denominated in US Dollar indicates that on 6 February 2018 Steward Health Care System LLC paid Accutor AG the sum of USD $514,993.15. The reference for the transaction was: [1374]*

"Steward Health Care System LLC

Master Disbursement Funding

850 Washington ST

Dedham, MA 02026-6000

/RFB/1826F0029EH00045//MILESTONE PA

YMENT, STE HEALTHCO LIMITED

ZD81037ZD9901735"

27. *This is Steward's Boston office address and the payment was equivalent to around €415,000 - €420,000 based on the Dollar / Euro currency exchange rate in February 2018. The timing of the payment*

1374 [ACWS DOK GGS BEX10 1 USD000136202204120743O8.pdf - Page 3 & 4]

to Accutor AG coincided with Steward's takeover of VGH and the Maltese Healthcare Concession and reference to 'milestone payment' indicates a significant pre-agreed point had been reached.

28. *We consider that the February 2018 payment to Accutor AG was likely part of a number of monthly payments under the consultancy agreement as on 4 December 2017 Steward Health Care System LLC had paid €400,000 to Eurasia (see appendix 2.40) also under the reference "milestone payment": [1375]*

'Advance on milestone payment 1 ***Project Malta'.***

29. *Steward's reference to 'Project Malta' also suggests that the payment and the consultancy roles for Shaukat Ali and Asad Ali were directly linked to Malta, Steward's takeover of VGH and the Maltese Healthcare Concession.*

30. *By contrasting the December 2017 advance payment of €400,000 to Eurasia and the February 2018 payment to Accutor AG of USD $514,993.15 (approx. €415,000) we consider that the consultancy fee was likely set at €400,000 per month, with the additional balance of approximately €15,000 paid to Accutor AG in February 2018 likely representing expenses claimed for the month of January 2018 ("reasonable expenses properly incurred" were permitted per clause 4.3 of the draft agreement).*

31. *We expect the payments from the US parent company to Eurasia and Accutor AG were most likely effected under request from Shaukat Ali and Asad Ali. However, in making the payment to Accutor AG, in which neither Shaukat Ali and Asad Ali had a registered ownership but were facilitated by Wasay Bhatti (see appendix 3.61 and 1.50), we consider Steward was, perhaps unwittingly, distributing the proceeds of the consultancy contract in a manner that would facilitate the pair with either further transfer of the proceeds to unknown third parties or with straightforward tax evasion.*

32. *The two identified milestone payments from Steward Health Care System LLC to Accutor AG demonstrate that despite the draft consultancy agreement being between Maltese company, Steward Health Care International Limited and Tunisian company, STE Health Co, payments under the agreement were being made by Steward's American parent company to different Maltese and foreign bank accounts for consultancy work supposedly with an international remit, but clearly linked to the takeover of VGH in Malta.*

33. *Clearly, it is therefore extremely important that all payments made under the STE Health Co consultancy agreement are identified. It has not been possible for us to do this without access to the appropriate*

1375 [POI – By Non-BOV remitter name – Steward Healthcare.xlsx]

payment transaction records / bank statements of either Steward Health Care System LLC or the Accutor group of companies, including Accutor AG.

Master Disbursement Funding

34. *The term "Master Disbursement Funding" is part of Steward Health Care System LLC's address so the term is not specific to payments connected to the Maltese Healthcare Concession.*

35. *Searches of the data for the term reveals other payments from the Steward Health Care System LLC's "Master Disbursement Funding" to have included:*

Analysis of payments from Steward Health Care System LLC			
Date	***Payee***	***€EUR***	***$USD***
04/12/2017	*Eurasia Limited*	*400,000*	
28/12/2017	*Vitals Global Healthcare Management Ltd*	*1,184,145.33*	*1,434,000*
06/02/2018	*Accutor AG*	*415,000*	*514,993.55*
20/02/2018	*Accutor AG*	*2,500,000*	*3,146,000*
26/02/2018	*Vitals Global Healthcare Management Ltd*	*500,000*	
06/04/2018	*Technoline Ltd*	*520,000*	*646,776*
13/07/2018	*Accutor AG*	*159,994.82*	*o/s*
16/07/2018	*Striped Sox Limited (event costs)*	*11,678.22*	*13.892.41*
29/11/2018	*Steward Malta Management Ltd*	*950,000*	
28/12/2018	*Steward Malta Management Ltd*	*1,100,000*	
TOTAL		***7,340,818.37***	***5,755,661.96***

USD$514,993.55 translated at the February 2018 Dollar to Euro exchange = approximately €415,000. All other Euro equivalent USD payments as per documents found.

36. *Each of the above payments, excluding the payment to Striped Sox Limited (apparently for a Maltese hotel event for "Ralph" (Ralph De La Torre)) which is considered immaterial, are considered in the relevant appendices on Steward Health Care International LLC (appendix 4.50), VGHM (appendix 4.10), Accutor AG (appendix 3.61), Eurasia (appendix 2.40) and Technoline (appendix 2.20).*

Participation rights agreements

37. *On 15 October 2018 Hamid Yunis of MWE emailed various draft and marked-up versions of two agreements dated 1 October 2018 to Armin*

Ernst. The two agreements refer to 'Participation Rights' and agreement between: [1376] [1377] [1378] [1379] [1380]

- *Steward Health Care International Limited (C 83293) and an unnamed 'Participant' [1381] [1382]*
- *Steward Malta Limited (C 70546) and an unnamed 'Participant' [1383] [1384]*

Steward Health Care International Limited (C 83293)

38. *The November 2017 consultancy agreement between Steward Health Care International Limited (C 83293) and STE Health Co is referenced in the 1 October 2018 agreement between Steward Health Care International Limited (C 83293) and the unnamed 'participant'. [1385] [1386]*

39. *In the 1 October 2018 agreement, Steward Health Care International Limited (C 83293) is referred to as 'SIL'. 'SIL Interest', 'SIL Dividends', SIL Shares' and 'SIL Returns" are defined as follows:*

*"**SIL Interest:** amounts equal to:*

(I) 7% of SIL Dividends; and

(II) 7% of SIL Returns,

in each case, (a) in relation to the SIL Shares and (b) attributable only to the health care projects (other than the Malta health care projects) that were successfully introduced by the Participant (or its Affiliates) to the SHCIL Group under the consultancy agreement dated 1 November 2017 between STE Health Co Limited and SIL"

*"**SIL Dividends:** any dividends that are actually paid by SIL to SHCIL Group shareholders*

*"**SIL Shares:** at any time, the aggregate number of shares in the capital of SIL held by the SHCIL Group shareholders"*

*"**SIL Returns:***

1376 [message.body - FW [EXTERNAL] Fwd: Participation Notes – revised drafts – 1 October 2018]

1377 [Compare – Steward Malta Limited – P Note – draft.pdf]

1378 [Compare Steward Health Care International – P Note – draft.pdf]

1379 [Clean – Steward Malta Limited – P Note – draft – 1 October 2018 pdf]

1380 [Clean – Steward Health Care International – P Note – draft – 1 October 2018.pdf]

1381 [Clean – Steward Health Care International – P Note – draft – 1 October 2018.pdf]

1382 [Compare Steward Health Care International – P Note – draft.pdf]

1383 [Clean – Steward Malta Limited – P Note – draft – 1 October 2018.pdf]

1384 [Compare – Steward Malta Limited – P Note – draft.pdf]

1385 [Compare Steward Health Care International – P Note – draft.pdf]

1386 [Clean – Steward Health Care International – P Note – draft – 1 October 2018 pdf]

(a) in case of SIL Listing, the aggregate value of all of the SIL Shares (whether sold or placed on such SIL Listing or not, but excluding any new shares issued as part of the arrangements relating to the SIL Listing (other than any new shares to be paid up by way of capitalisation of reserves)) determined by reference to the price at which any SIL shares are to be offered for sale, placed or otherwise marketed upon such SIL Listing as determined by the appointed financial advisors or brokers, net of any reasonably incurred aggregate costs of the SIL Listing attributable to the SHCIL Group shareholders and SIL;

(b) in case of a SIL Sale, the total consideration payable to the SHCIL Group shareholders in respect of their holding of SIL Shares including the cash equivalent value of any non-cash consideration, net of any reasonably incurred aggregate costs of the SIL Sale attributable to the SHCIL Group shareholders and SIL.

(c) in case of a SIL Winding Up, the amount to be distributed (including the cash equivalent value of any non-cash consideration) on the SIL Winding Up to the SIL Group shareholders in respect of their holding of SIL Shares, net of any reasonably incurred aggregate costs of the SIL Winding Up attributable to the SHCIL Group shareholders and SIL"

40. *The 1 October 2018 agreement defines Steward Malta Limited (C 70546) as 'SML' and the US parent company, Steward Health Care International LLC, as 'SHCIL':*

"2 ***The SIL Interest grant***

2.1 Subject to and in accordance with this Agreement:

2.1.1 SML procures that SHCIL will grant to the Participant the rights to the SIL Interest,

2.1.2 the Participant will accept the SIL Interest

in each case, with effect from the date of the Agreement and with the rights and obligations attaching to the SIL Interest as set out in this Agreement

2.2 SML does not, by virtue of the Agreement, transfer or assign any rights or obligations to the Participant in relation to SIL or SHCIL (including SIL shares) and the Participant will have no proprietary interest in them."

41. *The 1 October 2018 agreement continued as follows:*

*"3 **Payment of Dividends and Returns and Hurdle***

3.1 Subject to clause 3.2, SML shall, as soon as any holder of SIL shares receive any SIL Dividends or SIL returns upon the declaration and distribution of any SIL Dividends or the occurrence of an SIL Exit event (as applicable), procure that the SIL Interest is transferred to the Participant.

3.2 Notwithstanding anything to the contrary contained in this Agreement, the Participant shall not be entitled receive any amounts under or pursuant to this Agreement until and unless SIL has repaid all amounts (whether in the form of debt, equity or otherwise) provided to SIL and it subsidiaries by or on behalf of the SHCIL Group members.

42. *Whilst we are not lawyers and whilst the 1 October 2018 agreements will need considered in their entirety by legal experts, our lay reading of the extracted clauses above is that the unnamed 'Participant' holds a private 7% interest in dividends paid by Steward Health Care International Limited and 7% of the value of the company in the event that it is sold, listed or wound up. This issue is further considered in our appendix on Steward Health Care International Limited (appendix 4.40).*

43. *One reading of the above clause on 'SIL Interest' is that both non-Maltese health care projects and 'Malta health care projects' 'were successfully introduced by the Participant (or its Affiliates) to the SHCIL Group under the consultancy agreement dated 1 November 2017 between STE Health Co Limited and SIL".*

44. *On that basis it is considered that the 'Participant' is the same entity that introduced Steward to both the Maltese Healthcare Concession and non-Maltese healthcare projects and therefore likely connected to Shaukat Ali and Asad Ali.*

Steward Malta Limited (C 70546)

45. *The November 2017 contract between STE Health Co and Steward Health Care International Limited is not referred to in the Participation Rights agreement between Steward Malta Limited (C 70456) and the unnamed 'Participant'.*

46. *Therefore, and at this stage for completeness only, from our lay reading of this agreement, the unnamed 'Participant' holds a private 30% interest in dividends paid by Steward Malta Limited and 30% of the value of the company in the event that it is sold, listed or wound up. This issue is further considered in the appendix on Steward Malta Limited (appendix 4.01).*

Armin Ernst requesting the agreements with the unnamed 'Participant' be deleted immediately

47. *On 12 June 2019 or almost nine months after he had received the 1 October 2018 draft agreements from Hamid Yunis, Armin Ernst forwarded the various draft and marked-up versions of the two participation rights agreements to Alessandra Pace with the request:*

    "Can you print out for tomorrow?" [1387]

48. *Ms Pace acknowledged Mr Ernst's request for printing. It is not clear whether Ms Pace then handed Mr Ernst the printed documents but after a short time Mr Ernst replied to Ms Pace:*

    "Please delete these files immediately!!!!" [1388]

49. *It is not clear to us why Mr Ernst was seemingly so intent that the files be deleted immediately. However, the two obvious issues for Mr Ernst may have been that the 1 October 2018 agreement revealed Steward's contract with STE Health Co and the existence of the unnamed participant with rights over the dividends of Steward Health Care International Limited (C 83293) and Steward Malta Limited (C 70546).*

Invoices for services supposedly provided to Eurasia Limited

50. *On 22 April 2021 Lea Debeljak (Executive Assistant in Shaukat Ali's Canberra International GmbH) emailed Jonathan Vella of Christopher Spiteri's office and Asad Ali attaching three invoices dated 2017 from STE Health Co to Eurasia Limited and three annual payment demands issued by STE Health Co to Eurasia for the same three invoices. [1389] [1390] [1391]*

51. *The three invoices, which are detailed below, record that STE Health Co allegedly provided services valued at €420,000 to Eurasia in relation to consultancy and two feasibility studies linked to Ghana and Macedonia.*

Invoice no	Date	Amount €	Description
INV-EURO11117	04/11/2017	60,000.00	Annual Consultancy Charges
INV-EURO21117	28/11/2017	180,000.00	Feasibility Study of Ghana Regional Hospital
INV-EURO11217	06/12/2017	180,000.00	Macedonia Feasibility Study

1387 [message.body - Re_ Re_ Re_ [EXTERNAL] Fwd_ Participation Notes - revised drafts - 1 October 2018.msg]

1388 [message.body - Re_ Re_ Re_ [EXTERNAL] Fwd_ Participation Notes - revised drafts - 1 October 2018.msg]

1389 [message.body - Re: Asad Ali requested statements]

1390 [HEALTHCO INVOICES.pdf]

1391 [Invoices_Letters.pdf]

TOTAL		*420,000.00*	

52. *Typically, although the invoices are high value and round sum, they give very little detail in regard to the work that was supposedly carried out. In addition, the identity of the persons carrying out the work is not revealed. The €60,000 invoice says 'Annual Consultancy charges' 20k with quantity of 3 = 60k which may suggest 3 consultants.*

53. *The three payment demands are dated 6 December 2018, 6 December 2019 and 6 December 2020 suggesting that by December 2020 the full €420,000 was still owed to STE Health Co and therefore more than three years overdue.*

54. *In our opinion the rolled forward dates (6 December 2020 was a Sunday), repeated typographical errors in both the invoices and the payment reminders e.g.'Informarion' and 'www.heathcoint.com' and the distinct lack of urgency in the payment demands all indicate that both the invoices and payment reminders were prepared in April 2021 when they were sent by Lea Debeljak to Jonathan Vella but backdated to reflect work supposedly carried out in 2017. We did not locate a Microsoft Word version of the agreement to ascertain when it was authored.*

55. *One possible reason for creating backdated invoices from STE Health Co to Eurasia would be to reduce Eurasia's taxable profits and resultant tax liability in connection with the year ended 31 December 2017. To that end we have already noted Eurasia's receipt of €400,000 from Steward Health Care LLC on 4 December 2017 which per Bank of Valletta's records was an "Advance on Consulting Milestone Payment 1 Project Malta". [1392]*

56. *We found only PDF versions coming from the Canberra email address / office in Switzerland so are unable to see the date the documents were created. Should the invoices from STE Health Co have been genuine, their reflection in Eurasia's trading results for the year ended 31 December 2017 would all but negate any tax liability arising from the receipt of €400,000 from Steward in December 2017.Unfortuately we do not have Eurasia accounts beyond 2016. However, backdating the invoices strongly indicates that the services described on the invoices were not undertaken, in which case the invoices may have been created for tax evasion purposes under Asad Ali's direction.*

Bank account

1392 [POI – By Non-BOV remitter name – Steward Healthcare.xlsx]

57. *The three invoices record details of STE Healthco's bank account as follows:*

Bank Name Societe Healthco

Sort-Code BSTUTNTT

Account No. 40831680005127972728

58. *The BSTUTNTT sort code shows that the STE Health Co bank account was held with the same Tunisian bank (Attijari Bank) with which Incorp SARL held a bank account. The 'Bank Name' above likely refers to the account name rather than the bank itself. We did not locate bank statements or any evidence of transactions in the STE Health Co bank account.*

Investment agreement for €420,000 between Eurasia and Yasar Zafar of STE Health Co

59. *On 25 May 2021 Ms Debeljak emailed Jonathan Vella an agreement dated 1 February 2017 between Eurasia and Mr Zafar (appendix 1.80). The agreement states that Eurasia commits to invest in Mr Zafar's varied projects in e-commerce and natural cosmetics to a total amount of €420,000. [1393] [1394] See appendix 2.40 on Eurasia.*

60. *Although this agreement does not refer to STE Health Co, the timing of it being shared with Jonathan Vella and the stated value of the investment (€420,000) suggests that the agreement is in some way linked to the three invoices issued by STE Health Co to Eurasia dated in 2017. It may have represented a method of moving the monies paid to Eurasia to Tunisia although we have not found evidence that the invoices were actually paid. On that basis it is suspected that the agreement is also backdated.*

Accutor AG, Numru ta' Reġistrazzjoni CHE-113.764.432 - Appendix 3.61:

1. *Accutor AG is the key operating company of the Swiss headquartered Accutor group of companies. The Accutor group of companies administered significant flows of money from the concessionaire companies to various individuals and their entities which are the subject of this Inquiry. Its relationship with owner Wasay Bhatti is explored in appendix 1.50 who, it appears, allowed Shaukat Ali (and perhaps others related to the Concession) to unofficially use the accounts of Accutor AG for their own transactions. In our opinion, these unofficial services made it an ideal vehicle for money laundering.*

1393 [message.body - Re: Asad All requested statements]

1394 [PI Agreement Eurasia Ltd & Mr. Yasar Zafar.pdf]

2. *The Accutor group is linked in a variety of ways to three senior Maltese politicians namely former PM Joseph Muscat, former OPM Chief of Staff Keith Schembri and former Minister of Tourism (previously Minster of Energy and Health), Konrad Mizzi.*

3. *Joseph Muscat received €60,000 over four payments of €15,000 between March and June 2020 to his Maltese bank account from two companies in the Accutor group including one company which had been set up and funded in 2017 using €360,000 from the Maltese Healthcare Concession's owner Bluestone Investments Malta Limited.*

4. *In 2019 Keith Schembri became either a client or a business associate of Accutor's owner and chairman, Dr Wasay Bhatti. The pair's joint association with Accutor company Spring Healthcare AG coincided with Steward's 'consulting agreement with Accutor supporting political and government activities and interactions' which saw Steward make eight payments totalling €1.0M to Accutor between September 2019 and April 2020. This funding arrangement overlapped with the first two of the four payments received by Joseph Muscat.*

5. *Konrad Mizzi was engaged as a consultant by a Maltese supplier of Accutor BV and Accutor AG called Ikons Global in March 2020. Between February 2019 and January 2020 Accutor BV paid Ikons Global €157,029. Accutor AG also paid Ikons Global €21,137 on 17 April 2019. Dr Mizzi's consultancy arrangement coincided with Joseph's Muscat consultancy arrangement and their respective consultancy arrangements overlapped with both the political support fund that was accumulating in Accutor and Mr Schembri's involvement with Dr Bhatti and Spring Healthcare.*

6. *Whilst the relationships between each of the three and Accutor have to date remained private or in Dr Muscat's case have been presented as independent from Accutor's connection to the Maltese Healthcare Concession, the probability of all three politicians forming independent relationships with the same foreign group of companies over the same timeframe, without there being a common association, is considered so negligible that we exclude the possibility.*

Overview - Political Support Fund August 2019

7. *The private relationships between Malta's politicians and Accutor is perhaps best exemplified in six WhatsApp groups which included Accutor's owner and chairman, Dr Wasay Bhatti and OPM's Keith Schembri. The first of the six WhatsApp groups started two days after Steward made the first of eight payments of €125,000 (€1.0M) to Accutor under a political and government support arrangement set up by Dr Ernst on 11 August 2019 with the approval of Steward's supreme boss, Ralph de la Torre. We refer to this as the 'political support fund' based on Dr Ernst's description of it.*

8. *In the six WhatsApp groups the participants, including Mr Schembri and Dr Bhatti, for the most part discussed foreign investment projects linked to the Accutor company, Spring Healthcare AG. We have formed the opinion that Mr Schembri, along with Shaukat Ali, Asad Ali and Wasay Bhatti, was a significant participant in Spring Healthcare AG and he will have had some sort of financial investment in its affairs.*

9. *In the days immediately prior to his setting up the political support fund, Dr Ernst was in contact with Dr Mizzi and OPM in relation to two matters that Steward required assistance with. The first of these required Konrad Mizzi's initial support for the transfer of ownership of the multi-million Euro property at Barts Medical School to Steward's second largest institutional investor, 'MPT'. One possible interpretation of the evidence then is that Steward's requirement for assistance and consent in the matter warranted the creation of the political support fund for €1.0M.*

10. *Whether or not GoM's consent for the transfer of ownership of the Barts Medical School was reason enough for Steward to set up of the political support fund, we consider that it will not have been a coincidence that two days after the first payment of €125,000 from Steward to Accutor, Accutor's chairman and OPM's Chief of Staff began communicating via WhatsApp over the next 12 months. Indeed, taken together, the six WhatsApp groups were active over the entire period that the eight payments for €1.0M were made by Steward to Accutor. In other words, over the eight-month period that the €1.0M political support fund was accumulating in Accutor, Keith Schembri was in frequent and sometimes daily contact with Accutor's chairman, Dr Bhatti.*

11. *Keith Schembri's association with Wasay Bhatti from 6 September 2019 in regard to their apparent joint participation in the affairs of Spring Healthcare AG and his seemingly ready access to Spring Healthcare's key documents indicates to us that the political support fund was being applied towards business and investment opportunities over which Mr Schembri had some form of title and control. It is submitted therefore that the political support fund was placed with Accutor AG to administer as agents but remained under the control of Keith Schembri and possibly on behalf of OPM and Ministry of Tourism. Details of Accutor AG's engagement to confirm precisely whose instructions they would act on would need to be obtained to clarify the matter further.*

Overview - Consultancy payments connected to Steward's takeover of VGH

12. *In connection with the transfer of the Maltese Healthcare Concession from VGH to Steward in February 2018, Steward paid a little under €4.0M to Accutor AG in nine payments between January 2018 and April 2019. €2.5M of this was described by Steward's lawyers as 'certain*

termination payments' for the benefit of Accutor's client, Ram Tumuluri. A further €1.4M related to consulting arrangements set up by Steward in November 2017 which we link to the Ali family.

13. *Of this, Pawley and Tumuluri's lawyers Dentons were paid €1.2M and the Ali Family a further €0.8M. However due to the incomplete records we have access to for Accutor AG, the beneficiaries of the remaining almost €1.0M is still unknown. The existence of the August 2019 political support fund and Mr Schembri's relationship with Dr Bhatti gives some credence to the possibility that some part of the payments from Steward US to Accutor AG that began at the time of Steward's takeover of VGH in early 2018 had a Maltese political connotation. However, financial records and other data including emails etc from the Accutor companies is still required to confirm this.*

14. *Based on the above, we have formed the opinion that due to the number, timing and nature of the transactions between Accutor AG, Steward and VGH/Bluestone, that from April 2017 the Accutor group was used as an unofficial bank or clearing house for transactions that were deemed legally or commercially too sensitive to be transacted within Maltese bank accounts. This includes the client bank accounts of the lawyers that had previously been used in this way by Steward and VGH and the various entities associated with both groups of companies.*

15. *The privacy afforded by using Accutor AG helped keep the consultancy payments made in connection with the VGH takeover in 2018 off the books in Malta and later allowed Keith Schembri and Wasay Bhatti to develop their business relationship in September 2019 using the political support fund granted by Steward in August 2019.*

Overview of Accutor

16. *The Accutor group of companies is headquartered in Zurich, Switzerland and operates in over 25 countries through various companies. Its website suggests it offers a 'one-stop-shop' package of services to clients which include company formation, invoice raising, payment and receipt of banking transactions (its website states "We have the ability to transfer funds in all major currencies, to most locations in the world." presumably utilising client accounts), bookkeeping, payroll, and legal services. It also appears to operate as a quasi-bank and can extend loan / line of credit facilities to its customers. The precise role of Bhatti and his unofficial use of Accutor bank accounts on behalf of the Ali family and others is examined in appendix 1.50.*

17. *As will be set out below, it administered flows of money from the concessionaire companies to various individuals and their entities which are the subject of this Inquiry.*

18. *The Accutor group has at least 19 bank accounts (we expect many of these are effectively "client accounts" used for their administration of funds service) denominated in the various currencies of the countries in which it operates. [1395]. Management information for the year ended 31 December 2017 suggest its annual revenue was €163M with operating profit of €11.6M.*

19. *The parent company of the Accutor group of companies is Accutor AG. Other Accutor companies that are relevant to this Inquiry are Accutor Consulting AG (formerly VGH Europe AG) (appendix 3.62), Spring Healthcare AG (appendix 3.72), Spring XMedia AG (appendix 3.71) and Ikons Global (as a supplier of Accutor BV) (appendix 3.84).*

20. *Our review of the limited information received on Accutor indicates that the Accutor group appear to have routinely transferred large sums of money between its various group companies. Such payments between group companies are referred to as intercompany transfers and are normal in large corporate groups. However, in the case of Accutor's intercompany transfers they are considered highly relevant to our assessment of Accutor as it indicates that any given payment to Accutor was often later transferred to another company in the group. In our opinion, this gives prima facia grounds for treating this group of Accutor companies and their bank accounts as effectively one vessel unless and until evidence to the contrary can be produced from Accutor. Suspicious inflows of funds to one area of the vessel should not in our opinion be considered separately from suspicious outflows from another area of the vessel. We also note that transfers of this nature are often used as part of the "layering" phase in money laundering.*

21. *For example, as explained in appendix 3.62, Ram Tumuluri organised the first payment of €120,000 in May 2017 from Bluestone Investments Ltd (apparently on behalf of its parent VGH International Jersey) to Accutor AG for the initial share capital of the company VGH Europe AG. Dr Wasay Bhatti and Lujo Mikulicic of Accutor AG appear to have acted as agents and helped form and then administer VGH Europe. Although the transfer was made to Accutor AG it seems most probable to us that it was entered into a ledger or client account held for VGH Europe which does not appear to have had any other bank account.*

22. *Accutor's Chairman/Owner is Dr Wasay Bhatti. Dr Bhatti is also the Deputy Chairman of Spring Healthcare AG (appendix 3.72). [1396] [1397]*

1395 [Wentworth - Initial Report -Exhibit List Redacted - Pages 3, 4 and 5]

1396 [802705.partial.emlx]

1397 [Itinerary for Visit of SHCI to UNWTO Madrid 7-9 Nov 2019 FINAL version dated 04Nov2019.pdf]

23. *Other senior officers and relevant personnel in Accutor AG included Lujo Mikulicic (Director), Kamal Sharma (Partner), Tyrone Greenshields (Partner), and Ly Unt (Legal officer).*

24. *The first contact we identified between Accutor and the Maltese Healthcare Concession was an email between Ram Tumuluri and Tyrone Greenshields on 21 January 2017. [1398]. This was during the process by which the ownership of Bluestone and the concession transferred to VGHI Jersey which completed on 17 February 2017. We have not found any bank accounts for VGHI or any of the other Jersey companies and it seems possible that Tumuluri and Shaukat planned to simply use Accutor's client banking facilities. We note that VGHI's subsidiary VGH Europe AG became a client of Accutor AG some months later and not only used it as a bank but also secured a €1M line of credit from Accutor AG. This is more fully explained in appendix 3.62 on VGH Europe AG.*

25. *The first contact we identified between Shaukat Ali and Accutor was on 3 March 2017 shortly after the Jersey structure came into effect. Accutor's lawyer, Ly Unt, emailed Shaukat Ali to his mounteverest gmail address with Accutor's 'details request form' and a 'bank account details' form. Ly Unt requested that the forms be filled out for each family member who would be 'joining' and a copy of passport and residence permit. On 22 August 2017 Lea Debeljak informed Saba Abbas that filled in forms had been sent (returned to Accutor) on 8 March 2017. However, we did not identify the completed forms in the data. [1399] [1400] [1401] [1402] The completion of these forms would be consistent with Accutor on boarding a new client and opening a bank account for them. We note that forms were to be filled out not only for Shaukat Ali but also his family members and we detail below the involvement of Ali family members in various subsequent Accutor transactions.*

26. *By April 2017 Shaukat Ali, Ram Tumuluri and Accutor were working together to form the company VGH Europe AG.*

27. *On 25 January 2018, as the parties approached completion of the transfer of the concession to Steward, VGH Europe was re-named, Accutor Consulting AG. This is considered later in this appendix and in appendix 3.62.*

Information received

1398 [message. Body Yesterday's Meeting]

1399 [message.body RE:Mr Shaukat – Details and Bank Details Request Form]

1400 [message.body FW:Mr Shaukat – Details and Bank Details Request Form]

1401 [1. Details.pdf]

1402 [2. Bank Details.pdf]

28. *We have not received information from Accutor. Our review of Accutor and its connections to the Malta Healthcare Concession is therefore based solely on information seized in Malta including the records of VGH and Steward and documents received from a private investigator associated with Accutor (we refer to this as the Wentworth material).*

29. *The Wentworth material comprises only limited documents including partial bank statements and transaction advices which are considered to be incomplete due to them having been apparently selected by the private investigator based on his limited personal knowledge of entities and persons connected to the Malta Healthcare Concession.*

30. *The primary consequence of not having a full set of records for Accutor is that we cannot reliably calculate the total value of funds paid to Accutor in relation to the Maltese Healthcare Concession. As a result of this we cannot for example be absolutely certain about the value of payments paid by Steward to Accutor in 2018 and 2019. All our figures should be considered the <u>minimum</u> amount paid due to the incomplete nature of the records received.*

31. *More importantly, we also cannot verify the application / ultimate beneficiaries of all of the funds paid to Accutor. Thus, we are unable to identify each transaction or relationship that connects Accutor to Malta and/or the Maltese Healthcare Concession.*

32. *In short, our findings are subject to us not having had access to Accutor's books and records. It is therefore our strong recommendation to any investigation that follows that all of Accutor's financial material including emails be obtained and made subject to further examination.*

Overview of this appendix

33. *We have set out our comments on Accutor into four sections. The first section is dedicated to the 2019 political consulting arrangement between Steward Malta and Accutor. In section II we have set out our comments on other payments to/from Accutor which also appear to be relevant to the Inquiry. Section III considers the payments made by Steward US to Accutor following the takeover of VGH in early 2018 and the application of those funds. In the fourth section we make other general observations on Accutor that may assist in further investigation should Accutor's financial records be obtained.*

Section	Topic
I	Political Support Fund August 2019
II	Transactions not related to the takeover by Steward
III	Payments to / from Accutor arising from the transfer of the Maltese Hospital Concession from VGH to Steward - February 2018

IV	Other observations

SECTION I – POLITICAL SUPPORT FUND AUGUST 2019

34. *In August 2019 Steward and Accutor entered into a consulting arrangement which created what we refer to, based on Dr Ernst's August 2019 email description of it, as a 'political support fund'. Eight monthly payments of €125,000 were paid by Steward Malta Management Limited (SMM) to Accutor with the first of these being paid on 4 September 2019. The total value of payments the fund received is therefore believed to be at least €1,000,000 (8 x €125,000 - see appendix 3.63)*

35. *Just two days after the first payment was made, Keith Schembri and Accutor chairman, Dr Bhatti and others formed what was the first of six WhatsApp groups between Mr Schembri and Dr Bhatti which continued for the duration of the eight monthly payments. The WhatsApp group participants primarily discussed the business affairs of Accutor group company, Spring Healthcare AG.*

36. *In the days before his August 2019 email, Dr Ernst pre-emptively wrote to Konrad Mizzi seeking his support on a major issue that he knew would require Dr Mizzi's sponsorship before receiving consent from GoM, namely the transfer of ownership of Barts Medical School. We have therefore set out below an overview of the process by which Dr Ernst sought Dr Mizzi's support and how after he had received support from 'Konrad and Keith', Dr Mizzi assisted in bringing the project forward in what appears to us to have been a rapid process in which cabinet approval was sought only a few months after Dr Ernst had apparently first raised the issue with Dr Mizzi.*

August 2019 political consulting arrangement created a political support fund of €1 Million in Accutor

37. *On Sunday 11 August 2019 Dr Ernst sent Wasay Bhatti and Miroslav Boyanov an email with subject matter 'Consulting payment Accutor': [1403]*

"Miro

We have entered into a consulting agreement with Accutor supporting political and government activities and interactions.

Payment is 100K Euro per month and the first bill will arrive this month to be paid at months end.

I will need to sign off on all bills - Ralph is aware.

1403 [Consulting arrangement – August 2019.pdf]

Please plan accordingly."

38. *Ralph de la Torre is the Chairman and CEO of Steward Health Care System LLC (Steward US).*

39. *We note that Dr Ernst's email does not state the 100k payment is "for 9 months" or any end date and therefore appears to be open ended. It may therefore have gone on after the payments we can see. We have SMM bank statements up to 31 December 2020 and the monthly €125k payments (increased from the €100k per the email – see below) appear to stop on 4 May 2020. However, the payment in May 2020 is referenced "May consulting" and the March and April payments are missing, implying the possibility that there were payments made to Accutor out of US Steward or other bank accounts.*

40. *As noted below, we have SMM's internal records i.e. one spreadsheet showing a last payment on 4 May 2020. We suspect this was the last of the series as we found no invoices from Spring or Accutor Consulting after April 2020. The SMM spreadsheet and Accutor invoices match which suggests that the invoices stopped (although Keith Schembri's phone messages to Dr Bhatti didn't stop until September 2020).*

41. *Under the arrangement SMM received two invoices for €125,000 from Spring Healthcare AG (appendix 3.72) [1404] [1405] and six invoices for the same amount from Accutor Consulting AG (appendix 3.62) [1406] [1407] [1408] [1409] [1410] [1411]. The monthly amount invoiced and paid was therefore €125,000 per month and not the €100,000 per month noted by Dr Ernst - and the total amount invoiced over the eight invoices was €1,000,000 (8 x €125,000).*

42. *The invoices give almost no detail of the work being done for €125,000 per month. Each invoice referred simply to 'consulting services' without specifying the nature of consulting service or the identities of the persons providing the service. Thus, anyone reading the invoice would have no indication of how Steward was benefitting from receiving the consulting services or making the payments.*

1404 [FW STEWARD - CONSULTING SERVICE - DECEMBER 2019 .MSG--accutor-201624182.txt]

1405 [FW STEWARD - CONSULTING SERVICE - JANUARY 2020.MSG--accutor-201624199.txt]

1406 [FWD STEWARD - CONSULTING SERVICE - SEPTEMBER 2019 .MSG--accutor-201624130.pdf]

1407 [FWD ACCUTOR-201624151.PDF.MSG--accutor-201624151.txt]

1408 [FW STEWARD - CONSULTING SERVICE - NOVEMBER 2019 .MSG--accutor-201624166.txt]

1409 [FW [EXTERNAL] RE DECEMBER PAYMENT.MSG--accutor-201624182.txt]

1410 [FW FEB-2019.MSG--accutor-201624284.txt]

1411 [FWD [EXTERNAL] - MAY-2020.MSG--accutor-201624555.txt]

43. *Note once again different members of the Accutor group (in this case Spring Healthcare AG and Accutor Consulting AG) being used interchangeably in an 'Accutor' arrangement.*

44. *Then, starting on 4 September 2019 and ending on 4 May 2020, SMM paid Accutor Consulting AG and Accutor AG eight monthly payments of €125,000. Thus, the total amount invoiced and paid for 'consulting service' under the arrangement set out in Dr Ernst's August 2019 email was, based on information received to date, also €1,000,000. [1412] [1413] However, Sabih Jafri's spreadsheet also shows a credit of €125,000 on 20 December 2019 giving a net payment €875,000. The €125,000 lodged to the Steward 549 a/c on 20 December 2019 doesn't confirm the source of the payment but the document 'Accutor Total Payments 2019-2020 as at 18 May 2020' confirms this as 'Accutor'. However, it seems unlikely that Accutor would return a payment especially when further payments of €125,000 continued until May 2020. We therefore conclude that at least €875,000 and probably €1,000,000 was paid.*

45. *The arrangement provides clear evidence that Steward was in the practice of making payments for the express purpose of political and government activities and interactions under the guise of consulting services. We also observe that had the arrangement in anyway been a bona fide donation towards genuine political purposes connected to Malta it would not have been necessary to send the payments offshore to Switzerland.*

46. *We do not hold the necessary financial records for Accutor Consulting AG, Spring Healthcare AG or Accutor AG (i.e. complete bank statements for 2017 to date) to definitively identify who or what benefitted from the political support fund or how the fund was expended. However, as discussed below, just two days after the first payment of €125,000 from SMM to Accutor Consulting AG was made on 4 September 2019, Keith Schembri, Dr Bhatti and others began communicating in the first of six WhatsApp discussion threads. In this they discussed various business projects including those of one of Accutor AG's group companies namely Spring Healthcare AG. The overall timeframe of the six WhatsApp groups detailed below (6 September 2019 to 18 September 2020) appears to us to bear special significance as it coincided with the eight payments to Accutor Consulting AG (4 September 2019 to 4 May 2020).*

47. *We also note that Keith Schembri and his assistant, Kenneth Azzopardi, were scheduled to travel to Zurich on 5 September 2019 returning on 6 September 2019. Such a trip would have coincided with the first payment from SMM to Accutor. [1414]*

1412 [POO – By Beneficiary Name.xlsx]

1413 [Accutor Total Payments 2019 – 2020 as at May 18, 2020.xlsx]

1414 [Travel Reservation September 05 for MR KEITH SCHEMBRI.pdf]

48. *Emails between Miroslav Boyanov and Saba Abbas in November 2019 suggest that the political consulting arrangement between SMM and Accutor was subject to contract. The contract is not referred to on the eight invoices and we did not locate a copy of it in the data provided. If it exists, it is presumed to have remained in Switzerland and/or the US. In our opinion that would not be surprising given that such a contract would likely have laid bare a highly sensitive relationship between Steward, Accutor and some link to Maltese politics. If it did not reveal that relationship, including the link to Maltese politics, the contract would likely be a false instrument as it would contradict Dr Ernst's assertion that the payments were being made for political purposes. [1415] [1416] [1417] [1418] [1419]*

49. *The physical payment of the monthly amount of €125,000 was arranged by Miroslav Boyanov and Saba Abbas of Steward and by Lujo Mikulicic and Haroon Khan of Accutor's invoicing department. When chasing payment on 30 December 2019 Haroon Khan noted that payment was urgently required and that a lot of pressure was coming from 'higher management' presumably within Spring/Accutor. Miroslav Boyanov's email to Haroon Khan on 30 January 2020 also made it clear that payment was dependant on funds from GoM arriving into Steward: [1420] [1421]*

    "This payment will be processed as soon as our Government funds arrive. As of this morning, we are still waiting so naturally we cannot disburse transfers out either"

50. *In attempting to understand the circumstance behind the political support fund we identified two contemporaneous interactions between Dr Ernst and GoM in the days before Sunday 11 August 2019. Due to the close proximity of the timing of both issues they might be further explored against any political developments at that time to reveal possible reasons why Steward entered into the arrangement to support political and government activities and interactions.*

Barts Medical School – proposed transfer of ownership

51. *By letter dated 8 August 2019 Dr Ernst wrote to Konrad Mizzi regarding the proposed transfer of ownership of Barts Medical School to Medical Properties Trust, Inc. (MPT), a New York Stock Exchange listed real estate investment trust and in Dr Ernst's words Steward's 'second*

1415 [Accutor Total Payments 2019-2020 as at 18 May 2020.xlsx]

1416 [message.body FW:Steward – Consulting Service – November 2019]

1417 [message.body FW:Steward – Consulting Service – October 2019]

1418 [message.body FW:Steward – Consulting Service – December 2019]

1419 [message.body FW:Steward – Consulting Service – January 2020]

1420 [message.body RE: Payment proof for Spring]

1421 [message.body Payment of €125,000]

largest institutional investor'. A different company called MPT Sycamore OPCO LLC is holding company in the Steward group. [1422]

52. *Dr Ernst explained in his letter to Dr Mizzi that the proposed transaction would assist in arranging finance of the 'wider Project'. Dr Ernst also commented: [1423]*

    'Needless to say, the proposed transaction will not be possible without the Government's continued ***support****, cooperation and consent which will enable us to proceed in negotiations with MPT. Steward appreciates the opportunity to work collaboratively with the Government on a matter of such national importance in the spirit of a true public – private partnership.'*

53. *We have highlighted the word 'support' above as support was the theme and term also used by Dr Ernst in his email on Sunday 11 August 2019 to Dr Bhatti and Miroslav Boyanov.*

54. *By August 2019 the construction of the new Barts Medical School had for all intents and purposes been completed and €17.5M of the $20M had been paid to the Italian contractor Sirimed SRL - the final large payment of €2.5M was paid on 3 September 2019.*

55. *Dr Ernst, Alessandra Pace, Miroslav Boyanov and lawyers from McDermott Will & Emery UK LLP (MWE) had at Dr Ernst's request drafted the letter between 5 August 2019 and 8 August 2019. During the drafting process Dr Ernst remarked to Shashank Krishna of MWE: [1424] [1425] [1426]*

    "Can we have something less legal and more of a notification of intent / request for support addressed to GOM / Minister Mizzi.

    I would want as a second step to notify GOM and other agencies and bank with request for consent once we have formal support. Everybody else is a dependent entity....."

56. *Dr Ernst's comments suggests to us that he understood Dr Mizzi's initial support was prerequisite for the next stage of the process, namely consent from GoM.*

57. *During the drafting of the letter Dr Ernst also informed MWE by email: [1427]*

1422 [Steward Group – Organogram.pdf]

1423 [Malta – Barts – letter to GoM – 7 August.pdf]

1424 [message.body RE: [EXTERNAL] RE:Barts]

1425 [Malta – Barts – letter to GoM AP.doc]

1426 [Compare – Malta – Barts – letter to GoM.pdf]

1427 [message Re [External] RE Barts]

"Ideally though, if at all possible, I would like to transfer ownership to MPT and have GOM lease from MPT, rather than us leasing it back"

58. *MWE replied:*

"It is possible to structure it in the manner you suggest if GoM and others consent. We would need to consider operational issues though as it involves a multi-tenanted campus"

59. *The matter was being actively advanced by Steward and GoM during September and October 2019. On 3 September 2019 Alessandra Pace and Dr Ernst discussed a pending meeting between Kurt Farrugia of Malta Enterprise and Ms Pace to 'catch up on Bart's'. Ms Pace asked Dr Ernst for key points that he would like communicated and Dr Ernst replied as follows: [1428]*

"The incredible effort it took to get it done in place

The effort it took to even convince Barts to stay in the first place

Cost over runs determined by Barts and ME guidance on construction - we only built for them

Intent to sell to MPT- our second largest institutional shareholder

Provides liquidity to us

Minimises need to inject capital for ME

All around win.

Konrad and Keith aware and supportive.

Continued good relationship with Barts and ME is what we want."

60. *The "Intent to sell {Barts} to MPT- our second largest institutional shareholder" would appear to us likely to have been of great importance to Steward's future and may well explain why, as noted above, Ralph de la Torre was aware of the political support fund. This Inquiry may consider that the political support fund was the reason why Dr Ernst could at this point state that both "Konrad and Keith {were} ... supportive."*

61. *As Dr Ernst had already written to Konrad Mizzi by this date, we consider that the reference to 'Konrad' was a reference to Dr Mizzi. We consider that reference to 'Keith' was almost certainly a reference to Keith Schembri as by November 2019 OPM was being discussed as a venue for meetings to discuss the transfer. However, we identified no email communication between Dr Ernst and Mr Schembri between May 2019 and November 2019 which indicates that the approval from 'Keith' was by way of meeting or phone call (or via Konrad Mizzi).*

[1428] (message.body RE: [EXTERNAL] kurt farrugia meeting)

62. *On 4 September 2019 Michael Crowley (Vice President, Global Corporate Real Estate & Facilities Steward Healthcare) liaised with Hamid Yunis of MWE to establish a "MPT process flow and next steps". Hamid Yunis provided an outline for the process and Mr Crowley praised what he found to be 'a good roadmap that allows us to maintain an aggressive pace'. [1429]*

63. *On behalf of Steward, MWE prepared a detailed structure paper entitled 'Barts Medical School – proposed carve out and sale and leaseback' which was shared with MPT lawyers, Ganado Advocates, on 10 September 2019. [1430] [1431]*

64. *On 23 September 2019 Dr Ernst emailed Michael Crowley informing him that he was "Meeting George and Katrina tomorrow as per Konrad to get them up to speed and then insert them into the process". We expect this was a reference to Katrina Borg-Cardona of GoM's lawyers Mifsud Bonnici (now deceased, we understand she was Aron Mifsud Bonnici's wife). 'George' was likely a reference to George Gregory of RSM. [1432]*

65. *We expect that Konrad Mizzi is the other individual referred to. [1433]*

66. *On 10 October 2019 Dr Ernst emailed Hamid Yunis, Alessandra Pace, Michael Crowley and Miroslav Boyanov: [1434]*

    "Konrad informed me today that he will instruct Katrina to engage in the process and draft an agreement.

    With the caveat that final deal will require cabinet approval."

67. *On 25 October 2019 Dr Ernst spoke to Konrad Mizzi and Katrina Borg Cardona in regard to putting paperwork in place for the transfer. [1435] Further emails in this chain are indicative of Dr Mizzi's close involvement in the process. [1436] [1437] [1438]*

68. *On 30 October 2019 MWE sent a draft of the Short-Term Lease Agreement for the Barts Medical College to Katrina Borg-Cardona, Armin Ernst, Konrad Mizzi and Nathalie Hibble. [1439]*

1429 [message.body M_(10).msg]

1430 [message.body [EXTERNAL] Re:Malta – Ganado – McDermott – due diligence discussions]

1431 [Steward Malta – Barts Medical School – Carve Out and Sale and Leaseback – draft structure paper – draft – September 2019.pdf]

1432 [message.body Re Bart's call]

1433 [Re: [External] RE: Malta – Barts – GOM consent letter – draft – 27 October 2019.msg]

1434 [message.body Barts]

1435 [[EXTERNAL] – Re Malta – Barts – GoM consent letter – draft – 27 October 2019-5.msg]

1436 [[EXTERNAL] – Fwd Malta – Barts – GoM consent letter – draft – 27 October 2019.msg]

1437 [message.body Re: [EXTERNAL] Re: Malta update]

1438 [[EXTERNAL] – Malta – Barts – GoM consent letter – draft – 27 October 2019-0.msg]

1439 [message.body RE: Malta – Barts – Short Term Lease Agreement- draft]

69. *On 4 November 2019 Dr Ernst emailed Luke Savage (Managing Director MPT) in regard to Barts Medical School and told him of Minister Mizzi's offer to host a high-level meeting between GoM officials and MPT: [1440]*

"Would it be of interest for the board to have a high level meeting with GOV officials? Minister Mizzi told me today that they would like to host such a meeting.

70. *On 6 November 2019 Luke Savage provided MPT's annual report to Katrina Borg-Cardona of Mifsud Bonnici for due diligence. [1441]*

71. *On 8 November 2018 the lawyers at MWE drew up a timeline document for the transfer of the Barts property. [1442]*

72. *Asad Ali became involved in the issue in November 2019. He still had a business development role at that time to give legitimacy to this but his involvement at this level appears to us suspicious. On 13 November 2019 he and Dr Ernst were to meet at OPM. He commented: "Everything will be clearer after that meeting". [1443]*

73. *On 14 November 2019 Asad Ali gave another update to Alessandra Pace:*

"Konrad confirmed his presence and I also passed the MPT bios to him.

OPM confirmed that PM will be there and will attend the beginning of the MPT meeting. I don't know if we should coordinate with Ray on this or if OPM will be doing so themselves -will have to check."

74. *We therefore have Konrad Mizzi, PM Joseph Muscat, Asad Ali and Dr Ernst in the meeting with MPT. On 18 November 2019 Alessandra Pace was still organising the meeting when she emailed Asad Ali:*

"Hey asad,

Can you please let me know....I need to finalize this meeting asap."

75. *Asad Ali replied:*

"Hi A,

I am pushing them for a concrete response – today they are in Montenegro but will keep pushing."

76. *Ms Pace replied:*

"Fuck it

1440 [message.body RE: Malta meeting]

1441 [[EXTERNAL] – Re Malta Med School and MPT.msg]

1442 [Steward Malta – Barts – Summary_Timeline_Actions_Documents – draft....docx]

1443 [message.body RE:Meeting with MPT]

We'll send an email to ray and coress and hopefully have it sorted like that"

77. *We can see online press coverage of Joseph Muscat and Konrad Mizzi in Montenegro on 18 November 2019 which appears to confirm that the "they" referred to is these two individuals. [1444]*

78. *On 18 November 2019 Ronald Mizzi (Permanent Secretary, Ministry of Tourism) emailed Claire Decelis and Coress Gouder of Ministry of Tourism (Konrad Mizzi in copy) with a draft consent letter and the memorandum to the cabinet. Ronald Mizzi noted that Dr Mizzi would raise the issue as 'AoB' tomorrow. [1445] [1446]*

79. *Cabinet memos and emails indicate that Dr Mizzi sought approval from Cabinet for the ownership transfer on 19 November 2019. [1447] [1448] [1449]*

80. *Several board members from MPT along with representatives from Steward and GoM (including Dr Mizzi and PM Muscat) were invited to a celebration dinner for Barts Medical School planned for 21 November 2019. [1450]*

81. *Following an illness for Katrina Borg-Cardona, Ronald Mizzi introduced Armin Ernst to Dr Ron Galea Cavallazzi of Camillieri Preziosi who had taken over from Ms Borg-Cardona on GoM's side. DLA Piper had also assumed control of the transaction from Steward's side. On 22 November 2019 DLA Piper sent Dr Ron Galea Cavallazzi an email and attachments in regard to the transfer of ownership. <u>Excerpts</u> only from the lengthy email are as follows: [1451]*

"Dear Ron

I look forward to working with you on this important project and as you will have no doubt been made aware, our respective clients have significant commercial and political drivers to get documents finalised over the next few days for cabinet approval on Tuesday and signing as soon as possible thereafter and in any event by 12 December 2019 at the latest.

In advance of our discussion this evening, I had thought to set up the latest draft documents for reference.

1444 [Shift_News_Article Re Joseph Muscat & Konrad Mizzi Involvement in Montengro Energy Project.pdf]

1445 [Consent Letter - Medical School]

1446 [3 Malta -Barts -GoM consent letter, 151102019.doc]

1447 [Memorandum to Cabinet – hospital concession]

1448 [MEMORANDUM TO CABINET – hospital concession – Consent to MPT, Nov 2019.doc]

1449 [MEMORANDUM TO CABINET – hospital concession – Agr based on Memorandum of Understanding, Nov 2019.doc]

1450 [Attendees – Barts Celebration Dinner Thursday 21 Nov 2019 v2 18-11-19.xlsx]

1451 [message.body Fwd: [EXTERNAL] – Connection [DLAP-UKMATTERS.FID5110826]]

Bart's Medical College Sale and Leaseback.

The GoM Consent Letter - this provides the consent to the arrangements for Bart's Medical School with MPT. The letter has been agreed by the parties and we just need it signing.

Short Term Lease.

Bank Consent Letter.

Detailed documents - the documentation of the MPT transaction and long term leases are progressing and I can update you on this when we meet but the target is to sign by no later than 12 December.

GoM / Stewart MoU

With respect to logistics we are assuming we will meet on Sunday at the Minister of Tourism's offices or at the OPM offices...."

82. *Further emails were exchanged between the new respective lawyers on each side of the transaction up to 25 November 2019. After some debate as to whether a meeting would be held in OPM or the Ministry of Tourism a meeting was set for 25 November 2019 at the Ministry of Tourism to take matters forward. [1452]*

83. *On 2 December 2019 Aron Bonnici of Mifsud Bonnici emailed Ronald Mizzi with a quote for a enhanced due diligence report on MPT. Mr Mizzi replied indicating that they had spoken and that the matter was on hold, however the legal process appears to have been transferred to Camillieri Preziosi by this stage. [1453]*

84. *KPMG examined and reported on the sale leaseback arrangement on 24 February 2020 indicating that the transfer was still under consideration at that stage. [1454]*

Conclusion to the Barts Medical School ownership transfer issue

85. *We have not attempted to establish whether in obtaining support and/or consent from GoM, Steward (or its 'second largest institutional shareholder') had received an undue advantage from the transfer of ownership or whether in transferring ownership rights from Steward to MPT, GoM's overall position would have been prejudiced. Our rationale for outlining the process of achieving the consent for the transfer of Barts Medical School is merely that it started in early August 2019 and therefore coincided with the advent of Steward's political support fund on 11 August 2019. After this time there appears to have been a period of*

1452 (message.body Fwd: [EXTERNAL] – Connection [DLAP-UKMATTERS.FID5110826])

1453 (RE: [EXTERNAL – EDD report]

1454 (MPT MPT – sale leaseback – KPMG analysis Feb 24 2020.pdf]

rapid progression to a stage where the issue was presented to Cabinet. This may indicate that the issue had received undue intervention and support by Ministry of Tourism and OPM via the persons of Konrad Mizzi, Keith Schembri and Prime Minister Joseph Muscat.

Ralph De La Torre's Maltese passport application

86. *On 8 August 2019 Dr Ernst also emailed Wasay Bhatti, David Meli and Alessandra Pace in regard to Ralph De La Torre's (Chairman and CEO of Steward Health Care System LLC) application for a Maltese passport. Dr Ernst commented: [1455]*

    "Team-

    We are reviving the application for RDLT's Maltese passport and it has been suggested to manage this through our Accutor consultants with help of local counsel (David)..

    Alessandra, can you help transferring current status and documents so that we can pick up where this was left off?

    Obviously important AND time sensitive"

87. *It is not clear to us why it was so important and time sensitive that Steward's UBO should become a Maltese citizen. Was it something to do with property (in this case Barts Medical School) remaining in Maltese ownership and not offshore?*

88. *The nature of Accutor's intended role here appears unusual and quite separate from the payroll service agreement entered into between SMM and Accutor in October 2018 (Section IV). In any event, other than Asad Ali, we did not identify input from any person associated with Accutor to the passport application process and instead an email chain from 18 October 2019 to 22 October 2019 demonstrates that David Meli and Asad Ali had been given the task of obtaining a passport for Mr De La Torre by Dr Ernst. Dr Ernst commented that Asad Ali was coordinating efforts with David Meli the 'lawyer on project'. [1456]*

89. *Alessandra Pace emailed OPM's Charlene Bianco on 14 August 2019: [1457]*

    I've spoken to Armin who asked me to get in touch regarding Ralph de la Torre's passport arrangements. Armin is requesting that the process be handled through one of our lawyers, David Meli. My understanding is that Armin has handed over some paperwork to you already. How do you think it is best to proceed so that Dr Meli can take this up?

1455 (message.body Re: [EXTERNAL] Re: RDLT Maltese Passport)

1456 (message Re: [EXTERNAL] Re: Passport RDLT)

1457 (message.body RDLT)

90. *Asad Ali wrote on 20 October 2019:*

"Thank you Armin and Alessandra

Dear David

Can you kindly let us know if any other documents are required to file this application?

Also please note that this will be processed through the OPM channel and it will be as per the new IIP laws/regulations. They will be issuing letter of recommendation from one of the Ministers or the PM's office.

Kenneth Azzopardi and Charlene Bianco from the OPM will be working on this case.

I suggest a meeting with them at the earliest - Monday or Tuesday, this week - will that work for you? I can arrange the meetings as soon as you confirm.

I recommend that we speed up this process as they need to present a certificate or a letter of recommendation to RDLT by 21st of November.

Awaiting your feedback

Asad"

91. *Asad Ali's activity and the above email suggest he had a foot in all three camps namely Steward, Accutor and OPM.*

92. *A further email chain between Asad Ali, David Meli, Dr Ernst and Alessandra Pace between 18 and 22 October 2019 sets out Kenneth Azzopardi's and OPM's facilitation of the process and Asad Ali's email to the group on 22 October 2019 suggests that Mr Azzopardi was arranging for Dr Meli to meet 'Jonathan' from IIP. [1458]*

93. *Therefore, Dr Ernst's initial suggestion on 8 August 2019 that the application for the passport be managed through 'our Accutor consultants' eventually resulted in Asad Ali and David Meli liaising with OPM through Mr Schembri's personal assistant, Kenneth Azzopardi and IIP. Mr Azzopardi would shortly also be included in a private WhatsApp group between Mr Schembri and Dr Bhatti that coincided with Steward's payments to the political support fund.*

94. *Unlike the proposal to transfer ownership rights of the Barts Medical School to MPT, which clearly would have been a multi-million Euro transaction, we expect OPM's assistance with Mr De La Torre's passport application would not, on its own, have warranted the €1M consulting payments from Steward to Accutor. We therefore mention it out of completeness and to indicate the continuing close relationship between*

1458 [message.body Re [EXTERNAL Re:Passport RDLT]

Steward and GoM / OPM that may have helped foster, if not entirely explain, the 'political and government' arrangement between Accutor and Stewards.

95. *A schedule dated 14 October 2020 prepared for Mr De La Torre's residency application indicates that his Maltese passport was obtained but we did not locate a copy of his Maltese passport. [1459]*

Keith Schembri's links to Accutor AG Chairman, Wasay Bhatti (and Spring Healthcare AG)

96. *On 8 June 2018 Asad Ali emailed Kenneth Azzopardi with details of two meetings to take place on 14 and 15 June 2018 between Mr Schembri and Accutor. The first meeting was to be between Mr Schembri and various Accutor AG personnel, but the second meeting was to be private between Dr Bhatti, Asad Ali and Keith Schembri. Mr Azzopardi forwarded the email containing the plans for both meetings to Mr Schembri on 11 June 2018. [1460] [1461]*

97. *We found no further evidence of contact between Mr Schembri and Dr Bhatti during the remainder of 2018 or in the first half of 2019. However, in the weeks before the advent of the August 2019 Steward / Accutor political consulting arrangement Mr Schembri was liaising with the Accutor group and then from September 2019 he began and remained in frequent contact with Dr Bhatti until September 2020.*

98. *On 19, 20 and 21 July 2019 Mr Schembri and Musawir Idrees of Cnetso Group were in contact in relation to unspecified future projects. Mr Schembri reported that he was "already making some progress over here". Per its company brochure, Cnetso Group is part of the Spring Group and is also based in Switzerland. The brochure indicates other companies in the Spring Group to have included Accutor, Spring Healthcare AG (appendix 3.72) and Cannapharm Technologies Malta Limited (appendix 3.80). On 29 August 2019 Musawir Idrees emailed Keith Schembri about MITA projects. MITA appears to stand for Malta Information Technology Agency of which Aron Mifsud Bonnici was Board Secretary. Keith Schembri helped Cnetso group to contact the MITA board to get tender information so they could bid for IT projects with his help. Mr Idrees had apparently spoken to Wasay Bhatti about the MITA projects on the same day. [1462] [1463] [1464]*

WhatsApp groups beginning on 6 September 2019

1459 [ROLT Residency Application_Status Table_021020(105653241.3)]

1460 [802821.partial.emlx]

1461 [802705.partial.emlx]

1462 [429195.emlx]

1463 [61c5bef0-e1bc-491d-8b44-1d7d83262cb8.pdf]

1464 [429145.emlx]

99. *Beginning on 6 September 2019, Mr Schembri, Dr Bhatti and others started to communicate via six WhatsApp discussion threads which continued throughout the remainder of 2019 and into 2020. This was around three months before Mr Schembri resigned as Chief of Staff. There were several participants in the six discussion threads noted below including Shaukat Ali and Asad Ali but only Mr Schembri and Dr Bhatti were participants to all six threads.*

Dates	**Group Name**	**Participants**
06/09/2019 - 18/04/2020	N/A	Asad Ali Keith Schembri Dr Bhatti Shaukat Ali Kenneth Azzopardi
12/01/2020 – 11/03/2020	N/A	Keith Schembri Dr Bhatti Asad Ali Hamid Mark Juanitas Ivan Poprocky Neville Gafa
14/01/2020 – 15/01/2020	Moon Sinai Hospital	Keith Schembri Dr Bhatti Asad Ali Neville Gafa Ivan Poprocky Mark Juaitas
04/02/2020 – 18/09/2020	N/A	Keith Schembri Dr Bhatti
25/02/2020 – 26/05/2020	Spring/Spring K	Keith Schembri Dr Bhatti Asad Ali Shaukat Ali Neville Gafa Ivan Poprocky Hamid
17/03/2020 – 06/06/2020	Spring Special Private	Keith Schembri Dr Bhatti Shaukat Ali Asad Ali Neville Gafa
The discussions that took place within these groups are summarised in the bullet points below.		

100. *The significance of the first WhatsApp thread being created on 6 September 2019 was that this was just two days after SMM paid the first amount of €125,000 to Accutor Consulting AG on 4 September 2019 in relation to the August 2019 arrangement for 'political and government activities and interactions'.*

101. *Given Mr Schembri's privately undertaken roles for Steward and Dr Ernst at the time of the Steward takeover as detailed in appendix 4.40 and both Konrad Mizzi's and OPM's assistance in the Barts Medical School ownership transfer beginning in August 2019 we consider that it will not have been a coincidence that two days after the first payment of €125,000 from SMM to Accutor, Accutor's chairman and OPM's Chief of Staff began communicating via WhatsApp over the next 12 months. We also note that, taken together, the six discussion threads were active over the entire period that the eight payments for €1M were made from SMM to Accutor Consulting AG. In other words, over the entire eight-month period that the €1M political support fund was accumulating in Accutor, Keith Schembri was in frequent and sometimes daily contact with Accutor's chairman, Dr Bhatti.*

102. *The six discussion threads contain several hundred messages and attached various documents all of which we consider demonstrates Mr Schembri's participation in the Spring Group / Spring Healthcare AG. We have prepared a separate appendix on Spring Healthcare AG in appendix 3.72.*

103. *For ease of use the following mobile telephone numbers are shown in the six WhatsApp threads. The names linked to the first seven mobile numbers are as recorded in Mr Schembri's phone(s). The names linked to the last three mobiles numbers are as identified from the content of the messages.*

Mobile number	Name per Keith Schembri's phone data
35699071072	KS
35699475678	Keith Schembri
41788485257	Wasay Bhatti
35699602145	Assad Ali
35699888863	Shaukat / Shaukat Ali Canberra International
35699820189	Kenneth Azzopardi
35679004383	Neville Gafa 2
421903837835	Ivan Poprocky (Strategy and Planning Manager, Steward International)
639177036963	Mark Juanitas (CEO One Mark Engineering Technologies)
447771882471	'Hamid'

104. *Our summary of the six WhatsApp groups is as follows:*

- *6 September 2019 to 18 April 2020. Asad Ali created this unnamed group on 6 September 2019 and participants included Keith Schembri, Dr Bhatti, Asad Ali, Shaukat Ali and Kenneth Azzopardi. The first message sent in the group was on 18 December 2019. On the same day the mobile telephone number '35699475678' identified as 'Keith Schembri' was removed and mobile telephone number '35699071072' identified as 'KS' was added by Asad Ali. The thread, which includes discussion of Spring Healthcare AG's involvement in a*

Philippines data centre project, is considered further in appendix 3.72. [1465]

- *12 January 2020 to 11 March 2020. Neville Gafa (business consultant and project introducer) created this unnamed thread. Participants included Mr Schembri, Dr Bhatti, Asad Ali, Neville Gafa, Mark Juanitas and a person referred only to as 'Hamid'. (We don't believe this is Hamid Yunis of MWE but we didn't discover another Hamid. Hamid Yunis of MWE has a different mobile telephone number. Mobile telephone number here is 447771882471.) [1466]*
- *14 January 2020 to 15 January 2020. Neville Gafa created this short-lived thread and named it 'Moon Sinai Hospital'. Moon Sinai Hospital was another of Spring Healthcare AG's projects. The thread participants were Mr Schembri, Dr Bhatti, Asad Ali, Neville Gafa, Ivan Poprocky and Mark Juanitas. [1467]*
- *4 February 2020 to 18 September 2020. Mr Schembri and Dr Bhatti were the sole participants. The file does not reveal who started the thread but Mr Schembri sent the first message indicating that he initiated the thread. Messages are largely business focussed and include discussion of a Maltese insurance business that was seeking refinance of a €10 million bond (Investar PLC), a Maltese hotel development, Spring's activity in the Philippines, sourcing of food distributors / agents for Mr Schembri's Food Factory business and the supply of coronavirus hand sanitizer & masks. [1468]*
- *25 February 2020 to 26 May 2020. Neville Gafa created this thread and named it 'Spring'. On 8 March 2020 Shaukat Ali changed the thread name to 'Spring K'. The significance of the 'K' is not revealed. It may have been a typing error on Shaukat Ali's part or may indicate him distinguishing this group from another group in his phone named Spring. Thread participants included Keith Schembri, Dr Bhatti, Asad Ali, Shaukat Ali, Neville Gafa, Ivan Poprocky and 'Hamid'. [1469]*
- *17 March 2020 to 6 June 2020. Dr Bhatti created this thread and named it 'Spring Special private'. The thread included Mr Schembri, Dr Bhatti, Shaukat Ali, Asad Ali and Neville Gafa (but did not include Mark Juanitas, Ivan Poprocky or 'Hamid'). On 17 March 2020 Dr Bhatti instructed the group: 'let's use this group for our **internal** discussions' indicating that in Dr Bhatti's opinion he and the other*

1465 [chat-635.txt]

1466 [chat-543.txt]

1467 [chat-538.txt]

1468 [chat-489.txt]

1469 [chat-436.txt]

four participants, including Mr Schembri, were members of the same organisation / project namely 'Spring'. [1470]

Other emails between Keith Schembri and Dr Bhatti and emails connected to the six WhatsApp message threads and Spring Healthcare AG

105. On 2 January 2020 Neville Gafa sent Keith Schembri a strategic plan for Moon Sinai Hospital, Egypt followed by a non-disclosure agreement on 7 January 2020. A signed version of the NDA dated 7 January 2020 between Moon Sinai Hospital Group and Spring Healthcare AG is also found in Mr Schembri's data. Ivan Poprocky signed on behalf of Spring Healthcare AG. [1471] [1472] [1473] [1474] [1475] Ivan Poprocky is a consultant paid by SMM and charged to the US Parent along with the consultancy payments to the Ali family post Steward takeover. This is another link between Keith Schembri and Steward as concessionaire.

106. On 6 January 2020 Neville Gafa emailed Mr Schembri in regard to a meeting in Paris with Mark Juanitas, CEO of One Mark Engineering Technologies. The email message was identical to a message posted by Mr Schembri in the first of the six Whatsapp threads on the same day. [1476] [1477]

107. On 7 January 2020 Keith Schembri sent Kenneth Azzopardi a Microsoft Excel spreadsheet containing a list of five projects connected to Spring Healthcare AG including 'Site Visit MIP, Bizerte Bridge Tunisia, Construction Waste Tunisia, Integrated Platformed Technology Services Philippines and Moon Sinai Hospital Egypt'. The projects progression was apparently being monitored by Mr Schembri. For example, the Moon Sinai Hospital project was updated from 'NDA in hand - waiting for Mark' to 'All signed' between 7 January 2020 and 10 January 2020. [1478] [1479] [1480]

108. On 16 January 2020 Keith Schembri emailed Asad Ali and Wasay Bhatti with details of the Tunisian infrastructure project in Bizerte, a city located 65 km north of Tunis. [1481]

1470 [chat-383.txt]

1471 [583157.emlx]

1472 [Moon Sinai Strategic Plan 2015 v9 final 4.pdf]

1473 [443047.partial.emlx]

1474 [2020-01-07 – Non Disclosure Agreement.pdf]

1475 [NDA Spring – Moon Sinai SIGNED.pdf]

1476 [442850.emlx]

1477 [chat-635.txt]

1478 [442941.emlx]

1479 [Projects[1].xlsx]

1480 [Projects.xlsx]

1481 [447548.partial.emlx]

109. *On 16 January 2020 Keith Schembri also created a Microsoft Word document with contents apparently derived from Neville Gafa. The document set out business objectives for Spring Healthcare for the first three quarters of 2020.* [1482]

110. *On 16 March 2020 Neville Gafa emailed Keith Schembri, Wasay Bhatti, Shaukat Ali, Asad Ali and Ivan Poprocky (see appendix 4.10) in regard to a supplier called Harro Hofliger. Mr Gafa described the supplier as 'an esteemed development partner for pharmaceutical and medical companies'.* [1483]

111. *On 23 March 2020 Mr Schembri sent details of Dr Bhatti's private residence in the UK to 'Ryan Abdilla Shipping'. Mr Schembri was apparently organising the shipping of alcohol hand sanitizer in response to the Covid-19 outbreak.* [1484] [1485]

SMM's payments to Accutor Consulting AG overlapped with payments to Joseph Muscat

112. *In the table below we have compared the timing of SMM's eight payments to Accutor Consulting AG / Accutor AG with payments from Accutor Consulting AG and another company in the Accutor group, Spring XMedia AG, to Joseph Muscat's BOV bank account.* [1486] [1487]

Date	SMM to Accutor Consulting AG / Accutor AG	Accutor Consulting AG to Joseph Muscat	Spring XMedia AG to Joseph Muscat
04/09/2019	125,000		
10/10/2019	125,000		
08/11/2019	125,000		
19/12/2019	125,000		
02/01/2020	125,000		
06/02/2020	125,000		
29/02/2020	125,000		
04/03/2020		15,000	
07/04/2020		15,000	
04/05/2020	125,000		15,000
23/06/2020			15,000
	1,000,000	30,000	30,000

113. *As noted earlier one €125k payment may have been returned and a payment of €133,438 in December 2019 may also be part of the sequence but does not affect the point being made. Also the pattern of monthly*

1482 [Resume Paris Talks.docx]

1483 [694672.emlx]

1484 [chat-490.txt]

1485 [202e938a-01bd-460c-a7e3-b98294cac1bd.jpg]

1486 [Accutor Total Payments 2019 – 2020 as at May 18, 2020.xlsx]

1487 [POI & POO (SEPA) 2020 ONWARDS.xlsx]

payments of €125k suggests that March and April 2020 payments have not yet been identified.

114. *As shown above, the first two payments to Joseph Muscat's BOV bank account from Accutor Consulting AG on 4 March 2020 and 7 April 2020 were made between the 7th and 8th payment of €125,000 from SMM to Accutor. Dr Muscat also received a payment of €15,000 from Spring XMedia AG on 4 May 2020 and on the same day SMM paid what was the eighth and possibly final payment of €125,000 to Accutor Consulting AG.*

115. *We also note that it is suggested in the Wentworth material that the name Spring XMedia was changed (on an unspecified date) to Spring Healthcare. If this is correct Spring Healthcare's business activities may have been transacted through an existing bank account in the name of Spring XMedia and in that scenario Dr Muscat's receipts from Spring XMedia may in fact have related to a business that had since been renamed Spring Healthcare thus linking the receipts to the business projects being undertaken by Keith Schembri and Dr Bhatti since July 2019 and the political support fund. [1488]*

116. *As discussed in Section II, Bluestone funding the incorporation of VGH Europe AG / Accutor Consulting AG meaning that PM Joseph Muscat has therefore received two payments of €15,000 from an offshore company that had been set up using funds derived from the Maltese Healthcare Concession.*

Ikons Global

117. *Konrad Mizzi was engaged as a consultant by a Maltese supplier of Accutor BV and Accutor AG called Ikons Global in March 2020. Between February 2019 and January 2020 Accutor BV paid Ikons Global €157,029. Accutor AG also paid Ikons Global €21,137 on 17 April 2019. We have considered Dr Mizzi's relationship with Ikons Global and Ikon's relationship with Accutor BV in appendix 3.84.*

Conclusion to Section I

118. *Without the books and records of Accutor AG, Accutor Consulting AG and Spring Healthcare AG (or Accutor BV and Ikons Global) we cannot say definitively that the €1M political support fund paid to Accutor was directed towards new business opportunities being developed by the Spring Group and Spring Healthcare AG. However, we have formed the opinion that the project investment activities of Spring Healthcare AG will likely have been financed from the payments received by Accutor Consulting AG from SMM between 4 September 2019 and 4 May 2020. This is based on:*

1488 [ACW28 DOK GG28 WENTWORTH REDACT00014320220412091024.pdf - Page 26]

I. *the stated purpose of the eight payments ('political and government activities and interactions'),*

II. *Mr Schembri's association with Accutor starting in July 2019,*

III. *the date of the first payment (4 September 2019),*

IV. *the date that the first WhatsApp group with Dr Bhatti and Mr Schembri started (6 September 2019),*

V. *the general thrust of the messages in the six threads, which are largely directed at the business affairs of Spring Healthcare AG.*

119. *A selection of other documents from Mr Schembri's data which relate to the business affairs of the Spring group / Spring Healthcare AG further confirm his participation in the business. [1489] [1490] [1491] [1492] [1493] [1494] [1495] [1496]*

120. *Therefore, based on our review of the messages in the six discussion threads and the related documents found in Mr Schembri's data, we have formed the opinion that Mr Schembri along with Shaukat Ali, Asad Ali and Wasay Bhatti was a significant participant in Spring Healthcare AG.*

121. *In terms of what Mr Schembri would have been able to contribute to the development of the business we note that each of Spring Healthcare AG's projects appear to have been outside of Malta (e.g. Philippines, Egypt and Tunisia). Mr Schembri may not therefore have had the same political leverage he enjoyed within Malta with which to develop business projects and we therefore submit that the only other two inputs that Mr Schembri could have brought to the Spring Group (including Spring Healthcare AG and its projects) were his undoubted business acumen and potentially a substantial investment pot derived from SMM.*

122. *In the days before Dr Ernst instructed his staff on the political support fund, he was in contact with Dr Mizzi and OPM in relation to two matters that Steward required assistance with. The first of these required support and consent for the transfer of ownership of the multi-million Euro property at Barts Medical School. Clearly it will have been very important to Steward that the property transfer received consent*

1489 [1581690236383_SPRING-Investors' Agreement Edited_2.20.docx]

1490 [Mutual NDA – DATA CENTER.pdf]

1491 [c2a44d1b-9b90-4948-8b24-2992cf0c95e9.docx]

1492 [NDA Philippines.docx]

1493 [93acf4cf-2b4a-4b7b-81af-55f9c6a20637.docx]

1494 [442544.emlx]

1495 [816376.partial.emlx]

1496 [6496613_Contract Notice.pdf]

from GoM not least because the 'buyer' 'MPT' was Steward's second largest institutional investor. Dr Ernst's email on Sunday 11 August 2019 made reference to Ralph De La Torre which further indicates the importance of the political support fund.

123. *One possible interpretation of the evidence is that Steward's requirement for assistance and consent in yet another major concession from GoM (transfer of Barts Medical School) warranted the creation of a political support fund for €1M that was placed with Accutor AG but remained under the control of Keith Schembri on behalf of OPM and Ministry of Tourism.*

124. *It is submitted that the three supposedly separate relationships between the three Maltese politicians and the Accutor group cannot be independent. In our opinion it is likely that each relationship represents part of each politician's benefit flowing from their respective roles in and authorisation of the transfer of the Maltese Healthcare Concession from VGH to Steward in February 2018 and their continuing assistance during 2019 as exemplified in the Barts Medical School transfer of ownership. However, as stated already, the financial records and other data from the Accutor companies would be required to confirm this.*

125. *It is important to note that the August 2019 political support fund differed from the payments made by Steward US to Accutor AG in 2018. This is because the source of the money for the political support fund in 2019 included funds paid by GoM to SMM for the operation of the Maltese Healthcare Concession (see appendix 3.63A).*

126. *However, we observe that the existence of the August 2019 political support fund was a continuation of the links between Accutor AG and the Maltese Healthcare Concession that were established in early 2017 (see Section II) and increases the possibility that some part of the payments from Steward US to Accutor AG that began at the time of Steward's takeover of VGH in early 2018 (see Section III) had a Maltese political connotation.*

SECTION II – TRANSACTIONS NOT RELATED TO THE TAKEOVER BY STEWARD

127. *In this section we have commented upon payments to and from Accutor AG that are connected to the Maltese Healthcare Concession excluding those paid to Accutor AG by Steward in connection with the takeover of VGH in February 2018.*

Funds received from Bluestone including the incorporation and set-up of VGH Europe AG

128. *As explained in appendix 3.62, VGH Europe AG was formed in May 2017 shortly after 12 VGH companies were formed in Jersey (appendix 6.15) and it appears to have been a subsidiary of Jersey based VGH*

International Ltd. It was therefore a fellow subsidiary of VGH Malta Ltd (Jersey) which owned the concession companies through its ownership of Bluestone Investments Malta Limited (BIM) from February 2017 until February 2018. As such, it's UBOs appear to have been Ram Tumuluri and Shaukat Ali, the men behind all of the Jersey corporate structure.

129. It also appears that Wasay Bhatti and his team at Accutor may have acted as agents for Tumuluri and Ali in the formation and administration of this Swiss subsidiary. It traded as VGH Europe AG until 25 January 2018. Then, just before the transfer of the Concession to Steward completed on 16 February 2018, it changed its name to Accutor Consulting AG, possibly as Accutor was already administering its affairs.

130. As noted in appendix 3.62, Accutor AG received €120,000 from VGH International Ltd subsidiary, BIM (appendix 3.10), on 4 May 2017 for the incorporation and share capital of VGH Europe AG. These Bluestone's funds were derived from the Maltese Healthcare Concession, for the formation of VGH Europe AG as discussed in appendix 3.62. [1497] [1498] [1499] [1500]. Mr Tumuluri first instructed Saba Abbas to make the payment on 26 April 2017.

131. The significance of BIM funding the incorporation of VGH Europe AG / Accutor Consulting AG is that PM Joseph Muscat has therefore received two payments of €15,000 from an offshore company that had been set up using funds derived from the Maltese Healthcare Concession.

132. VGH Europe AG also received further payments from BIM of €100,000 and €140,000 on 7 November 2017 and 27 November 2017 under the transaction description 'Payment for Corporate Services' (see appendix 3.63A) As explained in appendix 3.62, these appear to represent intercompany transfers between fellow subsidiaries in a group being controlled by Shaukat Ali and Ram Tumuluri.

OHUM

133. As explained in appendix 2.111, in June 2017 Ram Tumuluri and Shaukat Ali on behalf of VGHI (Jersey) (the holding company of both Bluestone Investments Malta and VGH Europe AG) were negotiating with Ohum Healthcare Solutions Pvt Ltd concerning a clinical research platform being developed by OHUM for VGH Europe AG. In November 2017 they were liaising with Accutor (Lujo Mikulicic and Wasay Bhatti) to

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1497 [message.body Fwd: VGH Europe AG (26 04 2017)]

1498 [message.body Re: VGH Europe AG (25 April 2017)]

1499 [message.body Re: VGH Europe AG (04 May 2017)]

1500 [Debit Advice_AG Europe.png]

organise the invoicing and payments for this. We found that Ohum invoiced VGH Europe AG $US500,000 on 9 November 2017. [1501] [1502].

Payments from/to Mount Everest General Trading LLC

134. VGH Europe AG also received payments of €300,000 and €250,000 from Mount Everest General Trading LLC (appendix 3.30 and 3.63A) on 7 August 2017 and 21 August 2017 under the transaction descriptions 'Payment for business services company and Office set up costs' and 'Payment for fees and services Office set up in Zurich'. We note that this represented Shaukat Ali transferring funds from one of his companies to another, effectively washing money around a group of companies he controlled. We also note that this was also just before Armin Ernst's resignation from VGH took effect on 31 August 2017 and GOM started enticing Steward to take over the concession and just weeks after BIM had paid €3,000,000 to Mount Everest General Trading LLC on 19 July 2017.

135. On 8 August 2017 Accutor AG paid 'Alpha-Invest Zurich AG' €53,000 under the transaction description 'Deposit VGH Europe AG'. In July 2017 VGH Europe AG and Alpha-Invest Zurich AG entered into a lease agreement for office space in Zurich. Ram Tumuluri signed the lease with start date 2 August 2017. [1503] [1504]. This provides further evidence that Tumuluri was a UBO behind VGH Europe.

136. Mount Everest General Trading LLC had received a payment of €3,000,000 from BIM on 19 July 2017. It is therefore suspected that the two payments of €300,000 and €250,000 to Accutor AG in August 2017 (and the subsequent payment to Alpha-Invest in relation to VGH Europe AG) were funded from the €3,000,000 payment from BIM, but the financial records of Mount Everest are required to verify this. Thus, it is suspected that this represented further funds received from the Maltese Healthcare Concession by BIM being used to fund VGH Europe AG but in this instance the money was paid first to Mount Everest in Dubai before being paid to Accutor AG. This is again evidence that the UBOs behind all this were Tumuluri (who rarely seemed to invest any money or pay for anything) and Shaukat Ali. We also note that Shaukat remained part of the concession after Tumuluri was removed.

137. As shown in appendix 3.63B, Accutor AG later paid Mount Everest General Trading LLC three amounts totalling €105,000 in August, September and October 2018 under a payment description of 'shareholder loans'. The fact that the Ali family's company Mount Everest put in money which was paid back under the heading

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1501 (message.body Re: Proposal and first invoice for building a clinical research h platform)

1502 (081_VGH Europe AG_09 Nov 2017.pdf)

1503 (Zurich Office Lease_Executed.pdf)

1504 (Mietvertag VGH Europe AG.pdf)

"shareholder loans" may be further evidence that Shaukat Ali was in fact a concealed shareholder of Accutor AG. This is considered significant as it indicates Joseph Muscat being paid by the Ali family out of the millions they removed from the Maltese Healthcare Concession.

Ivan Vassallo's role - Sirimed SRL & Promedica SRL

138. *Accutor AG received €250,000 from Italian construction business Sirimed SRL (appendix 2.60) in August 2018. Ivan Vassallo (appendix 1.12) of Technoline Limited and Gateway Solutions Limited prepared two invoices for €500,000 from Accutor AG to Sirimed SRL and Promedica SRL. Mr Vassallo's preparation of invoices for three companies, including Accutor AG (Sirimed, Promedica & Accutor), that he had no public association with, is, on the face of it, highly abnormal and significant. [1505] We have only seen one payment from Sirimed to Accutor of €250,000 in August 2018 (see appendix 3.63) but as we do not have complete records for Accutor there clearly may have been further payments emanating from Sirimed.*

139. *It is not clear on whose instructions Mr Vassallo was acting under here. However, it indicates Mr Vassallo as having a significant role in creating documentation to legitimise and give cover to a kickback payment from Sirimed SRL to Accutor AG. In our opinion, this is very significant. Mr Vassallo is clearly not acting under the direction of Accutor. As detailed in appendix 1.12 he was closely linked with and may have been acting under the direction of the individuals identified as "K, K, PS & AH". That may link all the key players to having control over the relevant funds held in Accutor.*

140. *We have considered the relationship between Accutor AG and Sirimed SRL and the latter's involvement in the design and build of the Barts Medical School for Steward in appendix 2.60. [1506]*

Sonya Sarah Tumuluri

141. *Accutor AG also received €225,770 from Ram Tumuluri's wife on 23 May 2019 with the sending bank's reference (presumably given by Mrs Tumuluri) of 'Shaukat loan'. An address at White Lodge, London Road, Ascot, United Kingdom is included in the transaction advice shown in the Wentworth material. As set out in appendix 1.300, Steward settled with Ram Tumuluri and Mark Pawley on 28 February 2019. Tumuluri received $6M and the 1st instalment was paid to him on 28 February 2019. Tumuluri had issued guarantees to various people (perhaps including Shaukat Ali) and this may link to the reference to payment of 'Shaukat loan'. However, it is interesting that Mrs Tumuluri was not paying say Mount Everest, but Accutor.*

1505 [Accutor-201612842.docx]

1506 [Agreement_Sirimed_Malta_S.pdf]

DWPF Limited

142. *UK company DWPF Limited paid €50,000 and €30,000 to VGH Europe AG on 3 January 2018 and 5 February 2018 under the reference Ram Tumuluri. This would appear to have been in the run up to the completion of the transfer of the concession to Steward. DWPF acted as a financial intermediary for VGH in relation to finance sought from Allianz in 2016/17. However, it is not known why in that relationship DWPF would pay €80,000 to VGHI subsidiary VGH Europe AG. [1507]*

143. *Mr Tumuluri moved on to other projects after the Steward take over. One of those ventures was Causis Group Ltd. Incorporated in June 2021 with £105k of capital and Charles Paul Rowan, previously of DWPF is a co-director. Causis is owned through New Horizons Jersey. [1508]*

144. *DWPF Limited entered voluntary liquidation in 2019. In its annual progress report dated 22 November 2022 the liquidation accountants reported that it was unlikely there would be any realisation in relation to conditional project fees owing to DWPF in connection with 'Malta Hospital' and 'Malta Freeport' which were both originally stated at £1,125,000. DWPF reported that they had been in contact with GoM on both matters. [1509]*

SECTION III – PAYMENTS TO / FROM ACCUTOR ARISING FROM THE TRANSFER OF THE MALTESE HOSPITAL CONCESSION FROM VGH TO STEWARD IN FEBRUARY 2018

145. *In this section we have considered payments to Accutor AG that are linked to the transfer of the Maltese Hospital Concession from VGH to Steward in February 2018. These are analysed and summarised in appendix 3.63.*

146. *Our comments below are based on our analysis of the Wentworth material and documents and emails and other documents found in the VGH and Meli data (such as the STE contract). Our analysis of relevant payments to and from Accutor as identified in the Wentworth material is in appendix 3.63E and is subject to our comments concerning the completeness of the Wentworth material.*

147. *Steward US paid Accutor AG €3.955M in connection with the transfer of the Maltese Healthcare Concession in February 2018. Of this, Accutor AG paid around €1.2M for the apparent benefit of Ram Tumuluri and approximately €800,000 for the benefit of the Ali family. Various other suppliers and entities connected to VGH received a further €872,000.*

1507 [message.body Deborah Chappell - 'Cargill, Lisa'-RE Financing AGI-VGH - Malta hospitals - Direct Agreement .msg]

1508 [Causis Group Ltd Filing History.pdf]

1509 [companies_house_document (DWPF Ltd).pdf]

The beneficiaries / application of the remaining almost €1.0M is unknown due to the lack of information on Accutor AG's bank accounts.

Tumuluri and Ali families' relocation to Zurich July 2017

148. A Maltese shipping company called Gollcher Air Express Limited raised invoices dated 24 July 2017 and 3 August 2017 to 'Ms Sonya Tumuluri Accutor AG' and 'Aasia Parveen Shaukat Accutor AG' for the shipping of personal effects from Malta to Zurich indicating that the Tumuluri and Ali families were probably relocating from Malta to Switzerland around then. [1510] [[1511]

Funds received from Steward Healthcare US - €3.955M

149. As set out in appendix 3.63a and summarised below, Steward US paid Accutor AG approximately €4M in nine payments between January 2018 and April 2019. This should be considered the minimum amount paid by Steward US as the figure may well prove to be more should complete records be obtained from either Steward US or Accutor.

	€
13 months of STE monthly consultancy fees April 18 to April 19	*950,000*
Other STE consultancy fee (USD $515,000)	*415,000*
Single payment (reference Ram Tumuluri)	*2,500,000*
Total paid by Steward Healthcare US	***3,865,000***
Monthly fees Jan 19 to Nov 19	*180,000*
Political support fund from SMM	*500,000*
Total from Steward (US & Malta)	***4,545,000***
Sirimed	*250,000*
Relating to R Tumuluri from DWPF	*305,000*
Total analysed	***5,100,000***

150. A one-off payment of €2,500,000 was received by Accutor AG from Steward US on 20 February 2018, this being a few days after the transfer of shares in VGH from Bluestone to Steward Health Care International Limited (appendix 4.40) on 16 February 2018. A bank transaction confirmation identifies Steward Health Care System LLC as the payor and Jon Paquette of Steward US as the payment requester. [1512]

1510 [FWD INVOICE-3.MSG—son/nv00245120170724085459.pdf.pdf]

1511 [URGENT INVOICE – FW PACKAGING LIST.MSG—Invaasta00335210170803073309.pdf]

1512 [Payment-201802161152.pdf]

151. *On 16 February 2018 Ram Tumuluri emailed Lujo Mikulicic (Wasay Bhatti in copy) regarding the payment: [1513]*

"Hi Lujo,

As discussed yesterday, the €2.5 million euros will be wired today from the USA. The letter attached needs to be issued by Accutor in order for their bank to send out the wires today.

Could you please execute and send me the letter as soon as possible?

Thanks for your assistance.

Regards

Ram"

152. *A draft letter addressed to Steward Healthcare International Limited and McDermott Will & Emery UK LLP (MWE) and to be issued by Accutor was prepared by Shashank Krishna of McDermott Will & Emery on 16 February 2018. It stated: [1514]*

*"Mr. Sri Ram Tumuluri (a Canadian national; passport number: HP116738) (the **Client**) is a client of this firm"*

*"We understand that in connection with the sale of certain shares of Vitals Global Healthcare Limited (Malta) **(VGH)** by Bluestone Investments Malta Limited to Steward, the client is entitled to receive certain termination payments directly by way of consideration for the termination of his directorship contract with VGH on its subsidiaries **(the Transaction)**."*

"We have permitted the Client to receive certain funds from Steward or its related entity into a bank account held in the name of Accutor AG, details of which are annexed to this letter, in connection with the Transaction."

153. *We note that Accutor AG were prepared to call Tumuluri "a client of this firm".*

Lujo Mikulicic put MWE's draft letter on Accutor's letter head and signed it as requested by Ram Tumuluri. Bank details and registration documents for Accutor AG were also attached to the letter and presumably passed to Steward so that they might effect the payment of €2.5M. [1515]

1513 [message.body Fwd: Re: AML]

1514 [Accutor AG – letter re receipt of funds – Sri Ram Tumuluri.DOCX]

1515 [FW_ RELEASE OF CERTAIN SELLER DOCUMENTS - UNDERTAKING.MSG--Accutor AG - letter re receipt of funds - Sri Ram Tumuluri_S.pdf]

154. *Thus, MWE were aware that for his part in the transfer of Bluestone's shares in VGH (a sale that was publicly recorded at just €1) Ram Tumuluri was to receive a termination payment for his loss of office payable by Steward to Accutor AG in Switzerland. However, as noted below, the little information there is on this payment to Accutor and a seemingly resultant payment of €1.2M to lawyers, Dentons indicates that the payment was not entirely for the benefit of Ram Tumuluri.*

155. *It will be noted from appendices 3.63A & B that Steward paid Accutor AG €2.5M on 20 February 2018 but only €1.2M was paid to Tumuluri in three tranches between 30 July 2018 and 16 August 2018 which may suggest that Shaukat and his associates kept €1.3M for themselves. As set out in appendix 3.63B around €650k was transferred over the next few months to the Ali family or their company Mount Everest and the rest seems to have been transferred in 14 tranches over the next few months to Bluestone Investments Ltd, some of the transfers being described as "Shareholder Loan".*

156. *Steward also paid around €950,000 in seven payments of €80,000 or €160,000 for the period November 2018 to November 2020 – the payments being made between 23 January 2018 and 26 April 2019. The first payment of €160,000 on 23 January 2018 bears the description 'November and December retainer' which links the payments to an €80,000 per month consulting arrangement discussed over email by Nathalie Hibble and Dr Ernst on 29 November 2017 and 30 November 2017 that Dr Ernst shared with Asad Ali (appendix 4.40).*

157. *On 6 February 2018 Steward paid US$514,993.15 (approximately €415,000 at that time) to Accutor AG under the reference 'Milestone payment STE HEALTHCO LIMITED'. We consider this to have been a payment equivalent to €400,000 plus expenses under the November 2017 contract between Steward Health Care International Ltd (C 83293) (appendix 4.40) and Tunisia company, STE Health Co Limited (appendix 3.41). A payment of €400,000 was also made by Steward US to Asad Ali's Eurasia Limited (appendix 2.40) on 4 December 2017 under the reference 'Project Malta'.*

158. *As discussed in appendix 4.40 the arrangement of the €80,000 per month consultancy payment in late November 2017 and the drawing up of the STE Health Co contract in mid-November 2017 coincided with a time of a heightened degree of involvement for GoM for which Dr Ernst asked Asad Ali to communicate his thanks to both Mr Schembri and Dr Mizzi for their hard work in respect of the transfer of the Maltese Healthcare Concession to Steward.*

159. *In our opinion, as part of this series, a payment of €150,000 was received from Steward US on 26 April 2019. It is not certain what this payment relates to but in our opinion, it was most likely simply a*

continuation of the payments of €160,000 (€80,000 x 2) less an amount of €10,000.

160. *Without a complete set of bank statements and financial records to identify the use of the funds paid by Steward (Malta & US) to Accutor AG we are unable to form a definitive opinion as to the purpose of the payments and/or identify of all of the beneficiaries. However, the Wentworth material and transaction analysis provided by Bank of Valletta indicates the following to have been paid out of the payments totalling approximately €4.6M (appendix 3.63A) from Steward (US & Malta) that began in Jan 2018. [1516]*

161. *Maltese bank accounts held at Bank of Valletta received payments from Accutor AG between February 2018 and December 2019 totalling €1,204,751 some of which is reflected in the Wentworth material. In the table below we have combined the Wentworth material and the BOV material to calculate the total value of payments made from Accutor AG to persons or entities connected to the Maltese Healthcare Concession or to Maltese bank accounts following Accutor AG's receipts from Steward, Sirimed and DWPF.*

		€	€	Source
Ram Tumuluri				
	Dentons Europe ref Ram Tum	1,200,000		Wentworth
	Oberoi Capital Partners Limited	34,000		Wentworth
			1,234,000	
All family	Family members	427,000		Wentworth (€427K) and Bank of Valletta (€250K)
	Mount Everest GT	105,000		Wentworth
	Abela & Abela	233,750		Wentworth and Bank of Valletta
	The Zurich International School	41,940		Wentworth
			807,690	
Bluestone Investments Malta Limited			375,000	Wentworth (€265K) and Bank of Valletta (€375K)
White Tiger Asset Management Ltd			126,700	Bank of Valletta
Other Maltese payments			120,297	Bank of Valletta
Muscat Mizzi Advocates Clients A/c			120,000	Bank of Valletta
Mr Joseph Xerri & Ms Maxine A Maria Xerri			75,704	Bank of Valletta
Deborah Chappell			30,000	Wentworth and Bank of Valletta
Blackrun Corporate PTE			25,000	Wentworth
			2,914,391	

note – the figure of €3,045,772 in appendix 3.63 includes other minor payments

162. *The destination / application of the remaining roughly €2.2M (€5.2M - €3M) cannot be ascertained from the information we presently hold and underlines the importance of obtaining all financial records for the Accutor group including Accutor AG.*

163. *We observe that transfers to other companies in the Accutor group including those of interest to this Inquiry namely Spring Healthcare AG and Accutor Consulting AG may have occurred in the aftermath of the*

1516 [POI – By Non-BOV remitter name – Accutor AG.xlsx]

receipts from Steward US but may not have been considered relevant by the private investigator. Any such payments should be a focus for further investigation if further information is obtained from Accutor.

Dentons / Ram Tumuluri / Mark Pawley - €1,234,000

164. *We found correspondence from Dentons solicitors in relation to various claims. However, they seem at times to act for Mark Pawley, on others for Ram Tumuluri and at others for both. It may be that they are deliberately fudging this distinction to prevent having to reveal specific details and identities behind the transactions giving rise to the claims. For example, Dentons letter of August 2018 states "... we act for Bluestone, Mark Pawley and Asia Harimau Investments Limited ("AHIL") and define Bluestone as Bluestone Investments Malta Ltd. [1517] The issue is that BIM was by this time owned by VGHI Jersey which was owned by Ram Tumuluri (and perhaps Shaukat Ali) having apparently bought it from Mark Pawley. In other correspondence noted below they say they act only for BIM or only for Ram Tumuluri. It may also be that Tumuluri remained indebted to Pawley in relation to the transfer of the share in BSS4 from ASIL to VGHI.*

165. *There is insufficient information in the Wentworth material to ascertain the application of the full €2.5M received from Steward on 20 February 2018 that was described in the MWE/Accutor letter of 16 February 2018 as 'certain termination payments' for Accutor's client, Ram Tumuluri. As noted above, only around €1.2M was distributed to Tumuluri (see appendix 3.63B).*

166. *Five months after the €2.5M was received by Accutor AG three amounts totalling €1.2M were paid to law firm Dentons under the reference 'Ramtum' on 30 July 2018 (€500,000), 7 August 2018 (€300,000) and 16 August 2018 (€400,000). We are unable to tie up the amount that Tumuluri received from this to the settlement he agreed with Steward of €15.5m (see appendix 1.300). It could instead be Tumuluri paying money he / Shaukat Ali owned in Accutor (in the name of VGHI) to Mark Pawley's solicitors Dentons - perhaps a payment to do with VGHI's purchase of BSS4 from Pawley via Ram's Jersey company - the reference would then refer to the sender not Denton's client.*

167. *However, the payments to Dentons were seemingly insufficient to settle Mr Tumuluri's and Bluestone's claim against Steward as emails and letters dated 7 August 2018 and 21 August 2018 between Dentons on behalf of Bluestone and Mr Tumuluri and Mamo TCV Advocates on behalf of Stewards demonstrate an ongoing claim against Steward for*

1517 [BATCH CS27 STEWARD MM S158 DB600002S20210810061007.pdf - Pages 517 - 523]

breach of contractual obligations and other matters. [1518] [1519] [1520] [1521]

168. *In their email to Mamo TCV dated 7 August 2018 Dentons commented: [1522]*

> *"We act for Bluestone Investments Malta Limited ("Bluestone"). We note your letter to Mifsud & Mifsud Advocates of August 6, 2018. We ask going forward that you forward all correspondence in respect of your claim against our client to us in the first instance."*
>
> *"On behalf of our client, we reject each and every allegation of breach contained in your letter."*
>
> *"Further, we ask you to note (as conveyed to your clients' London counsel), that one of our client's future claims against your clients is that the sale and purchase agreement dated December 21, 2017 between our clients, was entered into under significant and substantial duress. Should proceedings be instituted by our client on that basis, we are content that such a claim would be successful and that all of your client's claims against our client would fall away. In such circumstances, our client would look to claim for the full amount of the value of the concession that our client was compelled to transfer."*

169. *We do not know the application of the majority of the funds once paid to Dentons. However, we note that in October and November 2018 Bluestone Investments Malta Limited received two payments of €70,000 and €30,000 from Dentons Europe CS LLP, bearing the reference Ram Tumuluri, which were used to pay Bluestone's overheads. This is explained further below.*

170. *A single payment of €34,000 bearing the reference 'RAMTUM" was also made to Oberoi Capital Partners Limited (London) on 9 October 2018. We did not ascertain the purpose of the payment.*

Ali Family - €650,750

171. *As shown in appendix 3.63b Ali family members received €650k from Accutor AG between February 2018 and June 2019 either directly, (€417,000), or into the account of their lawyers Abela & Abela*

1518 [message.body Claim breach of contractual obligations and other matters]

1519 [Letter to Dentons UK & Middle East LLP dd 21082018 obo Steward Health Care Int Ltd.pdf]

1520 [Steward – legal letter – Bluestone and Ram – draft – 21 August 2018.docx]

1521 [Bluestone response letter – OFA 10092018.docx]

1522 [message.body Re: Steward Malta – Bluestone and Ram – potential dispute – next steps]

(€233,750) for the purchase of property for them (see below). Of this €250,000 was remitted to bank accounts in Malta. [1523]

172. *It is possible that payments to the Ali family members and other payments on their behalf (Abela & Abela etc) represented the extraction from Accutor AG of the €950,000 (12 x €80,000 appendix 3.63a) paid by Steward US to Accutor AG on foot of the €80,000 per month consultancy arrangement discussed by Nathalie Hibble and Dr Ernst in November 2017 (appendix 4.40).*

173. *Asad Ali and Wajid Ali received €50,000 each on 8 February 2018 and 28 March 2018 respectively. By letter dated 8 August 2019 Accutor AG confirmed the nature of the payment to Wajid Ali to BOV as 'Consulting Services performed for Accutor AG in March 2018". [1524]*

174. *Shaukat Ali received nine payments of €10,000 (total €90,000) between 27 February 2018 and 23 March 2019. His 'payroll accountant' employment agreement with Accutor dated 7 August 2017 referred to gross earnings per month of CHF 25,000 which was equivalent to approximately equivalent to €25,000 per month. In our opinion, €120,000 per annum for a "payroll accountant" is not credible and Accutor directors Sharma and Greenshields did not consider him to have been an employee. [1525] [1526]*

175. *Fakhra Shaukat Ali received four payments totalling €60,000 between 14 February 2018 and 25 June 2019.*

176. *A payslip from Accutor for Shaukat Ali for the monthly amount of €9,000 net indicates that he was still on the Accutor payroll in June 2020. However, we did not identify him receiving this amount to any Maltese bank account.*

Dr A Abela & S Abela client account - €233,750

177. *The law firm of Abela & Abela provided legal services to Shaukat Ali in 2018/19. Three payments of €21,250, €100,000 and €112,500 were made to the client account of Abela & Abela in July 2018 (see appendix 3.63b).*

178. *Abela & Abela raised an invoice dated 27 July 2019 for €9,973.90 regarding property transferred for a client referred to as 'spouses Shaukat". This invoice is dated one year after receiving the three payments from Accutor AG in July 2018. The invoice (pdf file name 'Shaukat 11'), which is found in David Meli's data, does not identify the full name of the client, the address of the client or the details of the*

1523 [PO! – By Non-BOV remitter name – Accutor AG.xlsx]

1524 [BOV_-_ACCUTOR_DECLARATION.PDF.MSG—BOV_-_Accutor_declaration.pdf]

1525 [Shaukat Ali Accutor Employment Agreement.pdf]

1526 [(1)_RENAMEDFILE_EMP_CONF_ALISHA.pdf]

property transferred. However the invoice reveals a property transfer value of €2,125,000 (€2.125M). The property transfer value should be checked and we have assumed that the amount stated is correct. [1527]

179. We note that the first payment to Abela & Abela in July 2018 of €21,250 was equal to 1% of the property transfer value and the next two payments for €100,000 and €112,500 (total €212,500) represented a further 10% of the property transfer value.

180. In David Meli's data we also found a draft document entitled 'Extension to a Promise of Sale Agreement' between Shaukat Ali & Aasia Parveen (the Purchaser) and a Paul Xuereb (the Vendor) for what is described as: [1528]

'block of buildings consisting of a garage complex of four garages and four overlying maisonettes (all being duplex maisonettes) including their overlying airspace and underlying land, to be named 'Sweet Home', in Francis Attard street, formerly a new street (at times referred to as Sqaq L-Infetti) in Naxxar, Malta'

181. The property description, location and the amount of Abela & Abela's fee (€9,973.90) may indicate whether the transfer value is correctly stated at €2,125,000.

182. The extension agreement was prepared by Sam Abela of Abela & Abela Notaries on 26 July 2019 and refers to an earlier promise of sale agreement between the parties which was entered into on an unspecified date in 2018. The extension date given in the document is 30 September 2019.

183. Based on the above we suspect that Shaukat Ali entered into an agreement in 2018 to purchase the property (four garages and overlying four duplex maisonettes) and used the three payments from Accutor AG to pay a deposit and fees in July 2018 which amounted to 11% (or 1% + 10%) of the agreed purchase price. We further suspect that after agreeing to extend a 2018 promise of sale agreement the property was finally transferred to Shaukat Ali and/or his spouse in or around July 2019. The client file from Abela & Abela should be sought to confirm the purchase and the source of the remaining funds used for the purchase. A cursory look on Google Maps reveals a large construction site being developed on a site adjoining Triq Francis Attard, Naxxar, Malta.

184. It is not clear how or why the Abela & Abela invoice or the extension to a promise of sale agreement came to be in the possession of David Meli.

1527 [shaukat 11.pdf]

1528 [extension Shaukat and Paul.docx]

Abela & Abela were also Shaukat Ali's lawyers in relation to his Will (we did not locate a copy), but which was notarized in August 2018. [1529]

Mount Everest General Trading - €105,000

185. Three payments totalling €105,000 (appendix 3.63b) were made to Mount Everest General Trading (appendix 3.30) in August, September and October 2018. We attribute the three payments to the Ali family due to Shaukat Ali's control of Mount Everest General Trading.

The Zurich International School - €41,940

186. A single payment for €41,940 to The Zurich International School was made on 5 September 2018. Per invoices dated 2017 the children of both the Ali family (Maryam Ali and Ali Shaukat Ali) and the Tumuluri family (Neha Tumuluri) attended the Zurich International School in 2017 but for the purposes of our analysis we have attributed the entire payment for 2018 to the Ali family. [1530] [1531] [1532]

Bluestone Investments Malta Limited - €375,000

187. Bluestone received nine payments from Accutor AG totalling €375,000 (appendix 3.63b) between March 2018 and October 2018 ranging in size from €20,000 to €100,000. The payments were used to settle Bluestone's continuing overheads which were no longer being funded by VGHM after Steward's takeover in February 2018. The overheads included larger payments to the following:

- *Deborah Chappell €50,000 (€10,000 per month)*
- *Royal Travel €57,000*
- *Auto Sales Ltd €36,000*
- *BOV credit cards €102,000*

188. After the payments from Accutor AG to Bluestone stopped in October 2018, Bluestone received two payments of €70,000 and €30,000 from lawyers, Dentons Europe CS LLP bearing the reference Ram Tumuluri. The two payments from Dentons were used by Bluestone to pay similar overheads to those bulleted above. As already noted, Dentons had previously received €1,200,000 from Accutor AG in July and August 2018 under the payment reference 'Ramtum'.

White Tiger Asset Management Limited - €126,700

1529 [JC8WS3 OOK IDX4 IDENTITY MALTA03446220220412122236.pdf]

1530 [Invoice shaukat children.pdf]

1531 [Invoice Tumuluri Neha.pdf]

1532 [Faktura Z – 159799.pdf]

189. *Cayman Islands investment management company, White Tiger Asset Management Limited (White Tiger) received €38,200 and €88,500 (total €126,700) from Accutor AG on 19 June 2019 and 24 June 2019. The first payment reference is 'Inv-2019-03' and the second 'CSG Herbert Smithy' which may be a reference to the lawyers, Herbert Smith Freehills.*

190. *In November 2019 Karl Azzopardi of Malta Industrial Parks (MIP), Wasay Bhatti of Accutor AG, and Ben Leigh-Hunt of White Tiger met in relation to MIP projects. The meeting was organised by Keith Schembri. White Tiger and MIP entered into a non-disclosure agreement dated 1 November 2019. [1533] [1534] [1535]*

191. *On 3 November 2019 Mr Schembri forwarded Dr Bhatti details of MIP's corporate structure, business risk profile and financial risk profile. [1536] [1537] [1538]*

192. *In December 2019 White Tiger and a Maltese company referred to as 'Malta Med Air' were entering a framework agreement to acquire three Airbus aircraft. The project was under the auspices of Konrad Mizzi's Ministry of Tourism and was presented to Cabinet in January 2020. [1539] [1540] [1541] [1542] [1543] [1544] [1545] [1546]*

193. *Clearly respective relationships developed between White Tiger and MIP & 'Malta Med Air' after the payments from Accutor AG to White Tiger in June 2019. Whilst the White Tiger / MIP relationship was fostered by Mr Schembri we did not identify information to link the Accutor AG payments to either the MIP or aircraft projects.*

Other Maltese suppliers and individuals - €120,279

194. *Payments were also made to over twenty Maltese suppliers / individuals for amounts ranging from €59 to €20,000. For the most part the payments were made to Maltese suppliers including hotels, insurance*

1533 [[EXTERNAL] – Re: Follow up]

1534 [[EXTERNAL] – Re: NDA]

1535 [NDA_White Tiger_Draft_01.doc]

1536 [429282.partial.emlx]

1537 [Data Package_Draft.pdf]

1538 [429281.partial.emlx]

1539 [New aircraft financing model.msg]

1540 [WTAM MMA SIDE LETTER v1 (1).docx]

1541 [DRAFT set up management_V6 WTAM comments.docx]

1542 [RE: [EXTERNAL] – RE: Aircraft Acquistion & Leasing Project presentation]

1543 [Fwd: Cabinet Presentation]

1544 [[EXTERNAL] – Financing Aircrafts]

1545 [WHITE TIGER ASSET MANAGEMENT TEAM PROFILE.pdf]

1546 [[EXTERNAL – FW Presentation to Cabinet 7-1-2020 – Version 4.0 (002) (002).pptx]

and travel. One such payment to Royal Travel Ltd for €11,419 on 4 July 2019 includes a reference to Asad Ali's Eurasia Limited which may indicate that some or all of the payments to other creditors were on behalf of the Ali family.

195. Payments to individuals include a single payment of €20,000 to Ms. Zahwa El Kodaw Arafat on 25 October 2018. Ms Arafat had some connection to OPM in November 2015 but the connection is unclear to us. Ms Arafat may be a daughter of ex-Palestinian leader Yasser Arafat. [1547] [1548].

Muscat Mizzi Advocates - €120,000

196. The client account of Muscat Mizzi Advocates received €120,000 from Accutor AG on 16 April 2018. We did not identify the reason for the payment, or its application once received but we note that the law firm represented Elaine Bridge in her employment claim for €1.12M against VGHM which was ongoing during March to May 2018. Ms Bridge had replaced Armin Ernst as CEO of VGH in September 2017, but her tenure was cut short upon the takeover by Steward. [1549]

197. The law firm also represented Samuel Luft in claims against VGHM and Bluestone which were also live during April to October 2018. Muscat Mizzi Advocates also acted for Technoline Limited from July 2017 but the relationship ended on 14 March 2018. [1550] [1551]

Mr Joseph Xerri & Ms Maxine A Maria Scerri - €75,704

198. The joint bank account of Mr Joseph Xerri and Maxine Scerri received 12 payments totalling €75,704 between 5 June 2018 and 2 August 2019. The payments ranged in size from just €789 to €11,598 and were made in the first week of each month. We did not identify the purpose of the payments or a connection between Joseph and/or Maxine Xerri and this Inquiry and they could be excluded from our analysis if a link is not identified. The Bank of Valletta spreadsheet of transactions refers to an address at 'Dr Anton Calleja Street' but the Accutor AG bank statement in the Wentworth material includes an address at 'MT Kercem, Gozo, KCM1110' in the transaction description for the payment dated 8 August 2018. [1552]

Deborah Chappell - €30,000

1547 [message.body To be printed (student ta'massini)]

1548 [CHOGM – Students – University of Malta – Accreditation Template 2015.xlsx]

1549 [Muscat Mizzi Advocates.pdf]

1550 [BATCH TP70 SAM LUFT VS VGH SFX3A0000842022032115025 9.pdf - Pages 2-10]

1551 [240211[1].partial.emls]

1552 [ACW14 DOX GG14 UBS EUR20344232022041207525 6.pdf - Page 55]

199. *Deborah Chappell received €30,000 from Accutor AG on 7 March 2018 to her Bank of Valletta account number 40011979614. From May 2018 to October 2018 Ms Chappell received €10,000 per month from Bluestone which as discussed above was also funded from Accutor AG both directly and via Dentons. We consider the €30,000 payment directly from Accutor AG was payment for three months' work at €10,000 per month. [1553] [1554]*

200. *By contrast Ms Chappell's monthly salary payment for December 2017 from VGHM was €4,758 [1555] and her expense claim for May to December 2017 was €7,728. [1556]*

Blackrun Corporate PTE Limited - €25,000

201. *A single payment of €25,000 was made to Blackrun Corporate PTE Limited on 7 August 2018. As noted in appendix 5.10, this is a Mark Pawley company based in Singapore and previously known as Rising Star Corporate Pte. On 31 July 2017 he asked Saba Abbas to make a payment "as director's fees" to a Blackrun Corporate Pte account held at Overseas Chinese Banking Corporation. Blackrun Corporate may a be part of Blackrun Partners, " a global investment firm principally engaged in the activities of Venture Capital, Private Equity, Special Situations and Family Offices." Blackrun Partners address is Royal One Phillip, 1 Phillip Street #08-01, Singapore, the company website is currently under construction.*

SECTION IV – OTHER OBSERVATIONS

202. *In the remaining paragraphs we have introduced further links between Accutor AG and other Maltese companies and persons which could be investigated further should Accutor's financial records be obtained.*

Cannapharm Technologies Malta Limited

203. *On 4 June 2018 Wajid Ali and Shaukat Ali were involved in the planning for the formation of a new Maltese company called Cannapharm Technologies Malta Limited (CPTM). Accutor AG was to take a 30% shareholding in CPTM. On 10 September 2019 Accutor AG paid €50,000 to Chris Spiteri's client account for the benefit of CPTM. We have discussed CPTM and its association with Accutor, the Ali family and Mr Schembri in appendix 3.80. [1557] [1558]*

1553 [ACW3 DOX GG3 BEX10 1 EUR000142102204120812S8.pdf - Page 52]

1554 [POI – By Non-BOV remitter name – Accutor AG.xlsx]

1555 [Copy of VGH Ltd Bank Transfer Salaries December 2017.xlsx]

1556 [Deborah Chappell Debit Advice Reimbursements.pdf]

1557 [Img-X30163845.pdf]

1558 [NCW 153 DOX HSBC A60001702022041006S708.pdf - Pages 87, 90, 93 & 94]

204. *An additional €150,000 (€50,000 x 3) was paid to Mr Spiteri's client account from Spring Healthcare Services AG on 18 July 2019, 16 August 2019 and 11 September 2019 for the benefit of CPTM. We have discussed CPTM and its association with Mr Schembri through Denis Orlov's residency in property linked to Mr Schembri in appendix 3.80. [1559]*

205. *It should be noted that Spring Healthcare Services AG's funding of CPTM on 18 July 2019 and 16 August 2019 predated the political support fund payments from Steward to Accutor Consulting AG that began on 4 September 2019 indicating that the coffers of Spring Healthcare Services AG were already with funds before then. The next two payments of €50,000 from Spring Healthcare Services AG and Accutor AG to Mr Spiteri's client account on 10 and 11 September 2019 were made just days after Mr Schembri, Wasay Bhatti, Asad Ali and Shaukat Ali started the first of six Whatsapp groups detailed above.*

206. *The company brochure prepared for Cnetso Group indicates Accutor, Spring Healthcare and CTPM each to have been part of the one group. [1560]*

Accutor Limited / Payroll services

207. *In October 2018 Steward Malta Management Limited entered into an agreement for the supply of payroll services with Maltese company, Accutor Limited. [1561]*

208. *Accutor Limited is legally separate from the Accutor group of companies but was under the common control of Dr Wasay Bhatti. It is considered that the payroll service was subject to a payroll fraud on the part of Accutor which caused the relationship to be terminated by Steward effective from 31 January 2020. The payroll fraud is considered incidental to this Inquiry except insofar as it appears to demonstrate further dishonesty on the part of Accutor and it may have been used to demonstrate a normal trading relationship between Accutor and Steward to the bank (thus providing cover for the political payments reviewed in Section I). [1562] [1563]*

209. *Accutor AG had previously met with Ram Tumuluri in January 2017 (when the Jersey company structure was being put in place – see appendix 6.15) to discuss Accutor providing VGH with payroll services. [1564]*

1559 [Payments by Counterparty – SPRING HEALTHCARE.XLS]..

1560 [61c5bef0-e1bc-491d-8b44-1d7d83262cb6.pdf]

1561 [StewardMalta_Accutor_Payroll Services Agreement_Executed_2Oct2018_SS.pdf]

1562 [NCWS9-AGRA20000252021112509330l.pdf - Page 12]

1563 [NCWS9-AGRA20000252021112509330l.pdf - Page 81]

1564 [message.body Yesterday's meeting]

210. *Saba Abbas provided confidential information on Steward Healthcare's payroll cost to Wasay Bhatti and Shaukat Ali on 14 June 2018 using her private Gmail account. [1565] [1566*

Technoline Limited

211. *Accutor AG was in contact with Technoline Limited during 2018 and 2019. The two companies were considering a trading partnership which was to follow the cessation of Technoline's exclusive supply relationship with Steward. [1567] [1568] [1569] [1570] [1571]*

212. *Links between Accutor and Technoline are further considered in appendix 2,20.*

VGH Europe AG, sussegwentement magħrufa bħala Accutor Consulting AG, Numru ta' Reġistrazzjoni CHE-164.868.154 - Appendix 3.62:

1. *This Swiss VGH company was set up in May 2017 and initially financed using funds of €910,000 from the Maltese hospital concession via Bluestone Investments Malta Limited, before being liquidated in 2021. The company name was changed from VGH Europe AG to Accutor Consulting AG just before the takeover by Stewards in February 2018.*

2. *VGH Europe AG appears to have been set up as a subsidiary of VGH International in Jersey (controlled by Shaukat Ali and Ram Tumuluri). As such, it seems to have been a fellow subsidiary of VGH Malta Ltd that owned the Cocession companies from February 2017 to February 2018.*

3. *We have not seen documents to explain the original purpose of this company but its formation as a subsidiary of VGH International Ltd (VGHI) as part of the Jersey structure set up by Shaukat and Tumuluri and an early invoice from OHUM for "Clinical Research Platform" suggest to us that it may have been a vehicle for health-related projects in parts of Europe other than Malta. However, when it obtained a €1M credit line from Accutor AG it appears to have attempted to use this for Maltese Concession related items up to the time when Steward took over. After that it appears to have been used mainly as a vehicle to launder Concession related money.*

1565 [Gmail – Payroll Estimate_SHC.pdf]

1566 [Payroll Cost_Estimate.xlsx]

1567 [Technoline Ltd Malta -0.msg]

1568 [209069.emlx]

1569 [209176.partial.emlx]

1570 [209082.emlx]

1571 [209184.partial.emlx]

4. *It is also possible that VGH Europe AG was Shaukat and Tumuluri's response to the difficulties they had experienced opening a bank account for VGH in Jersey. It is not clear why they needed another subsidiary for VGHI when they had incorporated one in Jersey in Oct 2016. However, by May 2017 they still had no bank accounts for any Jersey entities so that may have been why VGH Europe was necessary.*

5. *Ram Tumuluri organised the first payment of €120,000 in May 2017 from Bluestone (apparently on behalf of its parent VGH International) to Accutor AG for the initial share capital of the company. Dr Wasay Bhatti and Lujo Mikulicic of Accutor AG appear to have acted as agents and helped form and then administer the company. Although the transfer was made to Accutor AG it seems most probable that the funds were held for VGH Europe and used for it, possibly to create its new head office in Zurich (the only related payment we have sight of seems to be for this).*

6. *It traded as VGH Europe AG until 25 January 2018 when, just before the transfer of the Concession to Steward completed on 16 February 2018, it changed its name to Accutor Consulting AG.*

7. *Accutor Consulting AG and Accutor AG were paid €1,000,000 from Steward Malta Management Limited in 2019/2020 on foot of invoices for €125,000 raised by Accutor Consulting AG and Spring Healthcare AG for consulting services.*

8. *Dr Muscat received two payments of €15,000 from Accutor Consulting AG in March and April 2020 (having resigned as PM on 12 January 2020) and a minor expense payment. He also received two related payments of €15,000 from a separate Accutor company, Spring X Media (appendix 3.71). We have prepared a personal profile on Dr Muscat (appendix 1.03) in which we examine his association, contract and work with Accutor Consulting AG and Spring X Media AG. The reason for the change in bank account according to former director Kamal Sharma was:*

   "So, for a while it was through Accutor, then Accutor lost its account because the flags were raised in UBS that payments were being made to politically exposed persons. I don't know if you're familiar with anti money laundering banking legislation but if there is somebody who is a PEP, a politically exposed person, who directly receives a payment, that account can be frozen. The Accutor account was frozen after the second payment to Joseph Muscat." Sharma1 – page 9

9. *If, as we suspect, Bluestone, Ram Tumuluri or Shaukat Ali owned VGH Europe AG / Accutor Consulting AG until its liquidation, then consultancy payments emanating from Accutor Consulting AG in 2020,*

or at any stage from May 2017 onwards, would in effect be coming from the owners of the Maltese healthcare concession. Thus, Accutor Consulting AG / VGH Europe AG, whilst consisting of only a very small number of documents from the total evidence gathered, should be considered a very significant company in the overall story of the concession.

10. *Mr Schembri's association with another Accutor company, Spring Healthcare (appendix 3.72), PM Joseph Muscat's association with Spring X Media AG (appendix 3.71) and Dr Mizzi's link to Accutor BV (appendix 3.70 & 3.83) are discussed in those appendices and their personal profiles in appendices 1.01, 1.02 & 1.03. In our opinion it is improbable that each of the three Maltese politicians had independent relationships with the same group of companies in Switzerland that did not flow from their association with Shaukat Ali and the Maltese Hospital concession.*

11. *Emails between Ram Tumuluri and Dr Wasay Bhatti of Accutor in November 2017 reveal VGH Europe AG was also being used in an attempt to overcome what in Ram Tumuluri's view was a short-term cash flow issue within VGH. Accutor agreed to extend VGH a line of credit for €1M until VGH had completed its major financing arrangement with Deutsche Bank (DB) for €170M. Accordingly, Ram Tumuluri instructed Mr Vassallo of Technoline to invoice VGH Europe AG rather than VGH for deposits of over €1M on capital items in relation to two of VGH's major capital projects involving Technoline (ambulances and transport vehicles) and MTrace (cyclotron facility).*

Financial review

12. *We did not locate financial accounts or bank statements for VGH Europe / Accutor Consulting AG. It seems probable that Tumuluri and Shaukat planned to simply use Accutor AG's client banking facilities. We note that VGH Europe AG not only used Accutor AG as a bank but also secured a €1M line of credit from it to pay suppliers.*

13. *As we have no access to Accutor's records, our financial review has therefore been limited to an analysis of transactions identified in the books and records of Bluestone Investments Malta Limited, the personal financial records of Dr Muscat and a small number of invoices from Technoline Limited and OHUM.*

14. *We have set out the transactions we have information on in appendix 3.63A & 3.63D which consist of four payments of the €125,000 monthly receipt of the political support fund payments from Steward Malta Management Limited and the two monthly payments of €15,000 to Joseph Muscat.*

Formation and Ownership

15. *As explained below, VGH Europe AG appears to have been formed in May 2017 shortly after 12 VGH companies were formed in Jersey (see appendix 5.15). As also explained below, it appears that, in common with the Jersey structure, the owners were probably Ram Tumuluri and Shaukat Ali. It also appears that Wasay Bhatti and his team at Accutor may have acted as agents for Tumuluri and Ali in the formation and administration of the company. It traded as VGH Europe AG until 25 January 2018 when, just before the transfer of the Concession to Steward completed on 16 February 2018, it changed its name to Accutor Consulting AG.*

16. *Save for the payments and the May 2017 email below between Accutor, Ram Tumuluri and Shaukat Ali, we found no indication as to the ownership of the company. Given that funding for the company's share capital came from the Maltese hospital concession via Bluestone, we consider that Accutor, Wasay Bhatti or Lujo Mikulicic could have no legitimate claim to ownership. That would leave either Shaukat Ali, Ram Tumuluri or Bluestone Investments Malta Ltd (by then owned by the Jersey structure of Ali and Tumuluri), as potential owners.*

17. *Given that concession funds were used to capitalise the company, we consider establishing its ownership history from May 2017 until liquidation to be of utmost importance.*

Payments from Bluestone Investments Malta Ltd (BIM) to Accutor AG (in relation to VGH Europe)

18. *Three payments were made from the Bluestone BOV Euro bank account to Accutor AG as follows: [1572]*

Date	Payment to	Amount €	Payment description
03/05/2017	Accutor AG	120,000	Payment of VGH INTL Incorporation fees
03/11/2017	Accutor AG	100,000	Payment for Corporate services
25/11/2017	Accutor AG	140,000	Payment for Corporate services
		360,000	

19. *As shown in appendix 3.63C, in addition to these three payments two further payments of €300,000 and €250,000 were made by Mount Everest General Trading LLC (appendix 3.30) in August 2017 bearing the description "Payment for business services company and Office set up costs Zurich office". It seems clear that these also were funded by money previously transferred from Concession funds from Bluestone to*

1572 [Statement – 40023647510 (01.01.14 – 31.12.19).pdf - Pages 71, 99 & 102]

Mount Everest GT in July 2017. It therefore appears that some €910,000 (360,000+300,000+250,000) of concession funds were involved.

20. *The first payment bore the description, "Payment of VGH INTL Incorporation fees". As such, in our opinion, it seems most probable that the description referred to incorporation fees being sent on behalf of VGH International Ltd by its subsidiary Bluestone Investments Ltd (BIM).*

21. *As detailed in appendix 6.15, as part of Shaukat Ali and Ram Tumuluri's plans for the international expansion and sale of VGH companies, VGH International Ltd was formed in Jersey in October 2016, its shares held by Crestbridge Corporate Nominees until February 2017 when ownership was transferred to VGH Jersey (UBOs Tumuluri and Shaukat). VGH International acted as a holding company for various subsidiaries including VGH Malta Ltd (Jersey) which, as explained in appendix 5.30, acquired the single share in BIM from Bluestone Special Situations #4 (BSS4) in February 2017 making it the owner of BIM and therefore all the Concession companies.*

22. *As the share capital and formation fees were being paid on behalf of VGH International Ltd it appears probable that VGH International Ltd was in fact the owner of the shares in VGH Europe AG making it a fellow subsidiary of VGH Malta Ltd (Jersey).*

23. *In relation to the first payment of €120,000, in an April/May 2017 email chain entitled "VGH Europe AG" between Dr Wasay Bhatti & Lujo Mikulicic of Accutor, Shaukat Ali, Ram Tumuluri and Saba Abbas, the group discussed effecting the payment and its purpose. [1573]*

24. *Dr Bhatti advised on 25 April 2017:*

    "the final documents have been prepared and are ready for the company incorporation. We need the following funds to be processed at the earliest so that this can be closed:

    Share Capital 100,000 CHF – This will be blocked and made available once the entity has been created

    Notary and Government fees 6,500 CHF

    Bank fee 1,500 CHF

    .....

    @Lujo: can we please share an Invoice with Ram at the earliest so this can be closed"

25. *We did not locate the invoice referred to but the transaction proceeded with Saba Abbas confirming on 3 May 2017 as follows:*

1573 (message.body - Re:VGH Europe AG)

"the amount due wrt AG Europe left our bank accounts"

"Amount released: Euro 120,000 (CHF 108,000 + Differential amount as an advance to cover the future expenses)"

26. *Internal emails between Ram Tumuluri and Saba Abbas also on 3 May 2017 demonstrate their organization of the initial payment whilst a debit advice confirms it. [1574] [1575]*

27. *We also did not find invoices for the two later payments in November 2017. However, if as outlined above the company was part of the VGH International Group, then these payments represented intercompany transfers between fellow subsidiaries in a group being controlled by Shaukat Ali and Ram Tumuluri.*

28. *In addition to assisting with the formation of the company for Shaukat Lai and Ram Tumuluri, Accutor's function for VGH Europe AG appears to have also included an agreement that it would settle expenses incurred in Zurich. For this Accutor extended a line of credit of €1M [1576]. This is discussed further under the headings Technoline and OHUM.*

Accutor Consulting AG received €500,000 in consulting fees from Steward Malta Management Limited in 2019

29. *Accutor Consulting AG raised six invoices and Spring Healthcare, two, to Steward Malta Management Limited as part of a series of eight invoices for €125,000 for consulting services. On foot of the invoices Steward Malta Management Limited paid a total of €500,000 to Accutor AG and €500,000 to Accutor Consulting AG (see appendix 3.63) [1577]*

30. *We have analysed the invoices in appendix 3.721 and summarise below:*

Inv No	*Inv date*	*Invoiced by*	*Amount €*	*Invoice narrative*	*Date paid from Steward Malta Management Limited*
24130	2/9/19	Accutor Consulting AG	125,000	Consulting Services	4/9/19
24151	4/10/19	Accutor Consulting AG	125,000	Consulting Services	10/10/19
24166	1/11/19	Accutor Consulting AG	125,000	Consulting Services	8/11/19

1574 [message.body - Re: Details of Required Transaction]

1575 [Debit Advice – AG Europe.png]

1576 [message body - FW: Proposal and first invoice for building a clinical research h platform]

1577 [Accutor Total Payments 2019 – 2020 as at May 18, 2020.xlsx]

24182	1/12/19	Accutor Consulting AG	125,000	Consulting Services	19/12/19
24182	1/12/19	Spring Healthcare	125,000	Consulting Services	2/1/20
24199	30/12/19	Spring Healthcare	125,000	Consulting Services	6/2/20
24284	14/2/20	Accutor Consulting AG	125,000	Consulting Services	29/2/20
24555	27/4/20	Accutor Consulting AG	125,000	Consulting Services	4/5/20
			1,000,000		

31. *The circumstance of the consulting arrangement which was described by Dr Armin Ernst as supporting political and government activities and interactions is considered in detail in appendix 3.61.*

Payments to Dr Muscat

32. *We have prepared a personal profile for Dr Muscat in appendix 1.03 which considers his association, contract and work with Accutor Consulting AG and Spring X Media AG. This should be read in conjunction with Mr Schembri's and Dr Mizzi's associations and links with other Accutor companies as set out in appendices 1.01 and 1.02 and our detailed commentary on Accutor AG in appendix 3.61.*

33. *Payments to Dr Muscat from Accutor Consulting AG are as follows: [1578]*

Date	**Amount €**	**Narrative per bank records**
7 April 2020	15,000	Invoice 1007
4 March 2020	607	Corinthia Hotels Limited
4 March 2020	15,000	Invoice 1002
	30,607	

34. *Dr Muscat received two further payments of €15,000 from Spring X Media AG on 4 May 2020 and 23 June 2020 marked "Invoice 1010" and "Invoice 1021" respectively Dr Muscat's receipt of €15,000 per month from the two Accutor companies is also discussed in appendix 1.03. [1579]*

Change of name and address

35. *The company name was changed from VGH Europe AG to Accutor Consulting AG just before the takeover by Stewards in February 2018. Online sources show the company was named VGH Europe AG between*

1578 [Account statement.xlsx]

1579 [Account statement.xlsx]

11 August 2017 and 25 January 2018 when it was renamed Accutor Consulting AG. [1580] [1581]

36. *VGH Europe AG initially shared an address with Accutor at Obstgartenstrasse 5, 8910 Affoltern am Albis [1582] but in August / September 2017 entered a lease agreement for a separate Zurich property at Gessnerallee 28, 8021 Zurich [1583].*

37. *VGH email correspondence indicates the "Head Office" of Vitals Global Healthcare Limited at this leased address in Zurich from August 2017 or 6 months before the takeover by Stewards. [1584]*

Technoline

38. *Technoline raised three high value invoices to VGH Europe AG in November 2017 which interrupted the normal flow of invoices from Technoline to VGH in Malta.*

39. *An undated page from Ivan Vassallo's notebook records the following: [1585]*

    "Invoice VGH Europe AG

    a) €650K Comercer + 8%

    b) €300K EMS Ambulances

    c) ?€250K Motors Inc for transport vehicles"

40. *Mario Gatt emailed Ram Tumuluri's personal assistant on the morning of 1 November 2017 thanking her for providing him with the Zurich address of VGH Europe AG [1586]. Mario Gatt then prepared an excel spreadsheet containing workings for the invoices to be raised by Technoline. [1587]*

41. *Later on the same day Ivan Vassallo emailed Ram Tumuluri attaching three invoices from Technoline to VGH Europe AG. Mr Vassallo commented: [1588] [1589]*

    "Hi Ram We have amended the name of the company as per your instructions"

1580 [9 Accutor Consulting AG in Liquidation, Affoltern am Albis.pdf]

1581 [10 Accutor Consulting AG, Affoltern am Albis, Switzerland.pdf]

1582 [Zurich Office Lease_Executed.pdf]

1583 [Mietvertag VGH Europe AG.pdf]

1584 [message.body - Re Re Re brochure attached]

1585 [fullsizeoutput_86[1].jpeg]

1586 [RE: Details for VGH Europe AG]

1587 [invoices.xlsx]

1588 [43783.partial.emlx]

1589 [3073_001.pdf].

42. *The three Technoline invoices addressed to VGH Europe AG, which by in large reflected the transactions set out in Ivan Vassallo's notebook, were as follows:*

Date	Invoice No	Amount € ex VAT	Narrative
1/11/17	495	293,260	50% deposit on 6 x Mercedes Sprinter ambulances
1/11/17	496	143,992	15% deposit on 16 support vehicles
1/11/17	30300443	699,050	Milestone achieved for hot cell delivery related to contract with M Trace for the supply and installation of the new Cyclotron facility inside Life Science Park in Malta for the production of radio pharmaceuticals
		1,136,302	

43. *The invoices were initially raised with VAT but this being a sale outside of Malta no VAT should have been charged and therefore on the following day, 2 November 2017, Miriam Scerri of Technoline prepared new invoices without VAT and sent to Mario Gatt who in turn sent them to Ivan Vassallo and Ram Tumuluri. [1590]*

44. *Emails between Ram Tumuluri and Dr Wasay Bhatti of Accutor on 22 November 2017 reveal Accutor to have previously agreed to extend VGH a credit line of €1M. In Ram Tumuluri's view, VGH had only a short-term cash flow issue which would shortly be resolved by a major financing deal. [1591]*

45. *Thus, the invoices from Technoline were addressed to VGH Europe AG rather than VGH in Malta so that they could be settled from Zurich as part of this credit arrangement agreed between Accutor and VGH Europe AG.*

46. *We found no evidence that VGH Europe AG actually paid Technoline for the invoices and we suspect that the arrangement was set aside once it was agreed that VGH would be sold to Stewards.*

47. *We have considered Technoline's role as supplier to VGH in appendices 2.20 & 2.00.*

Agreement with OHUM

48. *VGH Europe AG and Ohum Healthcare Solutions Private Limited (OHUM) made an agreement dated 7 November 2017 for a prototype clinical research platform (CRP) at a cost to VGH Europe AG of USD$500,000 leading to a production ready version estimated at USD$1.8M.[1592]*

1590 [495 496 30300443.pdf]

1591 [message.body - Fw: Proposal and first invoice for building a clinical research h platform.msg]

1592 [AGREEMENT Clinical Research Platform.doc]

49. *A proforma invoice from OHUM Healthcare Solutions Pvt. Ltd to VGH Europe AG for "Professional Charges for Design, Build, Demonstrate and Integrate Clinical Research Platform based on OHUM's IP" was raised dated 9 November 2017 for USD$500,000 [1593]*

50. *Ram Tumuluri sent the OHUM invoice to Dr Wasay Bhatti on 22 November 2017 requesting that it be paid as part of a €1M credit line agreed between them Ram commented: [1594]*

    "Is it possible to pay the attached invoice as part of the 1 M line we agreed. This is our IT company invoice. We are in the final stages of Financial close for 170 M euro with DB in London. We have received the 5 M line from our bank but due to this financial close we can not activate till the senior finance is closed. There is a temporary shortage in funding but if you can assist as agreed for the 1 M it will certainly help the current situation. I should be able to repay within the next 30 to 45 days"

51. *We have considered OHUM's role as supplier to VGH in appendix 2.111.*

Spring XMedia AG, Numru ta' Reġistrazzjoni CHE-171.678.920 - Appendix 3.71:

1. *Spring XMedia AG forms part of a group of companies, called the Accutor Group, (on marketing material the Group was known as the Spring Group but for consistency herein it is referred to as the Accutor Group) which we believe administered significant flows of money from the concessionaire companies and paid those funds to various individuals and their entities that are the subject of this Inquiry.*

2. *Spring XMedia AG and the Accutor Group's relationship with Wasay Bhatti is explored in appendix 1.50. It appears that Dr Wasay Bhatti allowed Shaukat Ali, and perhaps others connected to the concession to unofficially use the accounts of another of the Accutor Group's companies, Accutor AG, for their own benefit. In our opinion, these unofficial services made it an ideal vehicle for money laundering.*

3. *Some of the other companies that formed part of the Spring Group are also of interest to the inquiry including Accutor Consulting AG (appendix 3.61) and Spring Healthcare (appendix 3.72). The Spring / Accutor group featured other companies such as Spring GE, CNETSO, Fortune Stars, Spring Education Training and Spring Infra. [1595]*

4. *Several individuals identified as being within the ambit of this inquiry were connected to the entities within the Accutor Group including Dr*

1593 [081_VGH Europe AG_09 Nov 2017.pdf]

1594 [message.body - Fw: Proposal and first invoice for building a clinical research h platform]

1595 [Cnetso Group Presentation.pdf]

Wasay Bhatti (appendix 1.50) who was the owner, Director and chairman of all the companies in the Accutor Group including Spring XMedia AG, Shaukat Ali Chaudry (appendix 1.04), who is linked to several of the companies in the group and used the corporate bank accounts of some of the companies in the group for his own use and Asad Shaukat Ali (appendix 1.10) who was engaged by Spring XMedia AG as a consultant. Kamal Sharma and Tyrone Greenshields (appendix 1.55) were Directors and Shareholders of companies within the Group.

5. *The Accutor Group is also linked in a variety of ways to three senior Maltese politicians namely, former Prime Minister Joseph Muscat, former Office of the Prime Minister, Chief of Staff Keith Schembri and former Minister of Tourism (previously Minster of Energy and Health), Konrad Mizzi.*

6. *Joseph Muscat (appendix 1.03). received €60,000 in four payments of €15,000 each between March and June 2020 to his Maltese bank account from two companies in the Accutor Group including Spring XMedia AG and VGH Europe AG (Accutor Consulting AG) which had been set up and funded in 2017 using €360,000 from the Maltese Healthcare Concession's owner Bluestone Investments Malta Limited.*

7. *In 2019 Keith Schembri became either a client or a business associate of Accutor's owner and chairman, Dr Wasay Bhatti. The pair's joint association with the Accutor Group company Spring Healthcare AG coincided with Steward's 'consulting agreement with Accutor supporting political and government activities and interactions' [1596] which saw Steward make eight payments totalling €1.0M to Accutor between September 2019 and April 2020. This funding arrangement overlapped with the first two of the four payments received by Joseph Muscat.*

8. *In March 2020 Konrad Mizzi was engaged as a consultant by a Maltese supplier of Accutor BV and Accutor AG called Ikons Global. Dr Mizzi's consultancy arrangement coincided with Joseph's Muscat consultancy arrangement and their respective consultancy arrangements overlapped with both the political support fund that was accumulating in Accutor and Mr Schembri's involvement with Dr Bhatti and Spring Healthcare.*

9. *Whilst the relationships between each of the three politicians and the Accutor Group have to date remained private or in Dr Muscat's case have been presented as independent from Accutor's connection to the Maltese Healthcare Concession, the probability of all three politicians forming independent relationships with the same foreign group of companies over the same timeframe, without there being a common association, is considered so negligible that we exclude the possibility.*

1596 (Consulting arrangement – August 2019 pdf)

10. *Further, the aforementioned overlapping relationships between the aforementioned persons, the entities in the Spring Group and the appointment of Asad Ali as a consultant of Spring XMedia AG is considered highly suspicious.*

11. *We have not received sufficient data relating to Spring XMedia AG to enable a full examination of the company or its financial footprint. Therefore our review of Spring XMedia AG and its connections to the Malta Healthcare Concession is based solely on the limited information seized in Malta including the records of VGH and Steward and documents received from a private investigator associated with Accutor which we refer to as the "Wentworth material".*

12. *The Wentworth material comprises only limited documents including partial bank statements and transaction advices which are considered to be incomplete due to them having been apparently selected by the private investigator based on his limited personal knowledge of entities and persons connected to the Malta Healthcare Concession.*

13. *An added consequence of not having a full set of records for Accutor or any other of the Accutor Group companies is that we cannot reliably calculate the total value of funds paid to Accutor in relation to the Maltese Healthcare Concession. As a result of this we cannot for example be absolutely certain about the value of payments paid by Steward to Accutor in 2018 and 2019 and which were subsequently dispersed to persons and entities some of which have been mentioned herein. All our figures should therefore be considered the minimum amount paid out.*

14. *More importantly, we also cannot verify the application / ultimate beneficiaries of all of the funds paid to the Accutor group of companies nor can we accurately link each transaction or relationship that connects the Accutor Group to Malta and/or the Maltese Healthcare Concession.*

Spring XMedia AG corporate history

15. *Spring XMedia AG was a Swiss based business which was entered onto the Swiss commercial register on 2 April 2012. Its company number was CHE-171.678.920. It went into liquidation on 2 November 2021. [1597] At registration its owner was identified as Dr Bhatti and its Director was recorded as Lujo Mikulicic (who was also a Director of other Accutor Group companies). [1598]*

1597 [Spring XMedia AG in Liquidation.pdf]

1598 [Page 26, ACW28 DOK GG28 WENTWORTH REDACT00014320220412091024.pdf]

16. *According to its declared area of business, Spring XMedia AG was engaged in the provision of consulting services in the field of information technology. [1599] According to the Wentworth material, Spring XMedia AG was named to give the impression it was a media company which would have afforded the owners an opportunity to benefit from lower tax rates in Switzerland. [1600]*

17. *In documentation attendant to the contract entered into between Spring XMedia AG and Dr Joseph Muscat; Spring XMedia AG was described as forming part of a group of companies called the Spring Group (for our purposes the Spring Group is the same as the Accutor Group). The group consisted of five companies; Spring GE, Accutor, CPTM, CNESTO and Spring Healthcare. [1601]*

18. *The Wentworth material contains testimonies it recorded and referenced in its final report. Those testimonies were taken from Kamal Sharma and Tyrone Greenshields who were both Directors of Spring XMedia AG. In his description of Spring XMedia AG Kamal Sharma stated that the company was set up "as an additional way for Accutor to avoid paying tax. Spring Xmedia was an off the shelf company which was used by Accutor as a legal entity to contract its own staff to. As a media company it would benefit from lower tax rates which were then exploited by Accutor. The name Spring X Media was later charged to Spring Healthcare." [1602]*

Spring XMedia AG and its connection to the Ali family

19. *On 31 July 2018 a contract of employment was drafted between Asad Shaukat Ali and Spring XMedia AG. Under the contract, Asad Ali was to undertake the role of consultant, earning 20,000 CHF per month. [1603] The contract was signed by Asad Ali and by Lujo Mikulicic on behalf of Spring XMedia AG.*

20. *The terms of the agreement specified that the standard working day for the consultant would be 0900 – 1800, 5 days a week and that Asad Ali would be expected to work from the Swiss Office of Spring XMedia AG. [1604] Given that at the same time Asad Ali was performing consultancy services for Steward Malta Limited [1605] and other businesses such as Eurasia (appendix 2.40) it seems unlikely that he could abide by the terms of the contract. It is therefore our opinion that the contract was created to*

1599 [Spring XMedia AG in Liquidation.pdf]

1600 [Page 26 - ACW28 DOK GG28 WENTWORTH REDACT00014320220412091024.pdf]

1601 [Page 42, JSB EVIDENCE BAG XC00062543000014202201191255l2.pdf]

1602 [Para 10.24 (page 26), ACW28 DOK GG28 WENTOWRTH REDACT00014320220412091024.pdf]

1603 [Page 251, OCW 3 FILE VGH DOK BOV MI03438820220324084952.pdf]

1604 [Page 252, OCW 3 FILE VGH DOK BOV MI03438820220324084952.pdf]

1605 [Page 260 - 263, OCW 3 FILE VGH DOK BOV MI03438820220324084952.pdf]

justify ex-gratia payments to Asad Ali. If that is the case then the circumstance of Spring XMedia AG making ex-gratia payments to persons connected to the Malta Healthcare Concession would appear highly relevant to the circumstances surrounding Spring XMedia AG's two payments to Joseph Muscat (see below).

21. *As we do not have banking data relating to Spring XMedia AG (or Asad Ali's bank accounts outside of Malta) it is not possible for us to verify whether and if so how much was paid to Asad Ali.*

22. *On 25 August 2021 Asad Ali completed a source of wealth declaration for the Bank of Valletta. Therein, he stated his primary business was a company called Eurasia and that he was also employed by a company called Canberra Int. GMBH. He also declared his role in Spring XMedia AG which he described as being a Healthcare Market Researcher. [1606]*

Spring XMedia AG and its relationship with Accutor AG

23. *Aside from being part of the Accutor Group, Spring XMedia AG also shared a Director in Wasay Bhatti and Lujo Mikulicic. Spring XMedia AG also had a significant financial relationship with Accutor AG which included payments from Accutor's Swiss UBS bank account of CHF 682,616.79 in the period 10 February 2017 to 29 December 2017. [1607]*

Spring X Media and its connection to Joseph Muscat

24. *By an agreement dated 22 February 2020 Joseph Muscat and Spring XMedia AG entered into a contract whereby he would provide "Consultancy services as Senior Advisor to the Client". [1608] Under the terms of the contract. he would be paid at a rate of EUR500 per hour and would complete a minimum of 30 hours per month for an undetermined period. [1609]*

25. *In the contract, the term "Client" referred to "Person or Persons indicated in the Proposal or for whom services are or are to be provided and includes the ultimate beneficial owner/s of any such person or persons including any company and its parent company and any other legal entity affected by the Services and in which the Client may have an interest in" [1610] In effect whilst on paper the client was Spring XMedia AG, the consultancy services could be provided to a much wider group of clients.*

1608 [Pages 248-249, OCW 3 FILE VGH DOK BOV MI0343882022032408495 2.pdf]

1607 [Pages 3 – 178, ACW23 DOK GG23 CHF 20170344282022041209382 4.pdf]

1608 [Page 3 - 29, JSB EVIDENCE BAG XC0006254300001420220119125512.pdf]

1609 [Page 27, JSB EVIDENCE BAG XC0006254300001420220119125512.pdf]

1610 [Page 3, JSB EVIDENCE BAG XC0006254300001420220119125512.pdf]

26. *An attached proposal document outlined activities the Accutor Group was engaged in which included negotiations with the National Database and Registration Authority of Pakistan, an offshore water desalination project in Pakistan, the production of electric buses in Turin, a clean energy project in the Maldives, unspecified activity in Ghana and investment in a football investment group. [1611]*

27. *Four payments of EUR 15,000 were made to Dr Muscat. [1612] The first two payments were made from the bank account of Accutor Consulting AG. [1613] (formerly called VGH Europe AG) and the second pair were apparently made from the bank account of Spring XMedia AG. It is however noticeable that the invoices which connected the payments were all sited as being from Spring XMedia AG. [1614]*

Date	Company	€ Amount
4 March 2020	Accutor Consulting AG	15,000
7 April 2020	Accutor Consulting AG	15,000
4 May 2020	Spring XMedia AG	15,000
23 June 2020	Spring XMedia AG	15,000

28. *In appendix 3.61 we have explained that money appeared to flow freely between the various Accutor Group companies in a process which has the hallmarks of the layering stage of money laundering. In May and June of 2020, the funds paid to Dr Muscat were through Spring XMedia AG's bank accounts. The reason for the change in payment transmission was, according to Kamal Sharma's testimony:*

"So, for a while it was through Accutor, then Accutor lost its account because the flags were raised in UBS that payments were being made to politically exposed persons. I don't know if you're familiar with anti-money laundering banking legislation but if there is somebody who is a PEP, a politically exposed person, who directly receives a payment, that account can be frozen. The Accutor account was frozen after the second payment to Joseph Muscat." [1615]

29. *In other testimony given by Kamal Sharma and Tyrone Greenshields (Appendix 1.55), the relationship between Shaukat Ali and Dr Muscat was outlined:-*

"in the Summer of 2020 Shaukat Ali told me that he was paying Joseph Muscat €15,000 a month... My opinion is that Joseph Muscat gave

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1611 [Pages 39 – 40, JSB EVIDENCE BAG XC00062543000014202201191255l2.pdf]

1612 [Pages 31- 37, JSB EVIDENCE BAG XC00062543000014202201191255l2.pdf]

1613 [POI & POO (SEPA) 2020 ONWARDS.xlsx]

1614 [Pages 31- 37, JSB EVIDENCE BAG XC00062543000014202201191255l2.pdf]

1615 [Page 9, Kamal Sharma testimony 21.03.2022.docx]

Shaukat Ali a contract of VGH and Shaukat Ali had been earning of significant amount of money. I can tell you how much he told me he was earning, I can tell you how much he tole me his sons were earning, I can tell you his nephew, Yaser Badar, what he was earning and now Joseph has fallen on hard times shall we say, as no longer being Prime Minister, he felt he had to fund him." [1616]

Spring Healthcare Services AG, Numru ta' Reġistrazzjoni CHE 244 908 940 - Appendix 3.72:

1. *Spring Healthcare Services AG (Spring Healthcare) is a Swiss healthcare investment company. It was part of a group of five Swiss Accutor companies including Accutor AG (in liquidation), Accutor Consulting AG (in liquidation), Spring XMedia AG (in liquidation) and Spring Solutions AG which can be linked to the Maltese Healthcare Concession either through receiving payments from the Maltese Healthcare concession under the guise of providing consultancy services (Accutor AG and Accutor Consulting AG) and/or from their associations with Mr Schembri (Spring Healthcare / Spring Solutions AG) and with Dr Muscat (Accutor Consulting AG / Spring XMedia AG). Dr Mizzi is connected to a further Accutor group company, Dutch entity, Accutor BV.*
2. *In December 2019 and January 2020, Spring Healthcare invoiced Steward Malta Management Limited for consulting services provided under an agreement between Steward International and Accutor AG. The two invoices from Spring Healthcare formed part of a series of eight invoices which saw Steward Malta Management Limited pay both Accutor AG and Accutor Consulting AG €500,000 (€1M in total) under the guise of the Accutor group of companies providing consulting services to Stewards from September 2019 to May 2020.*
3. *We did not find any evidence that Accutor provided a consulting service to Stewards on foot of the invoices and an email from Armin Ernst to Dr Wasay Bhatti in August 2019 makes it clear that the payments from Stewards to Accutor were in fact to support "political and government activities and interactions".*
4. *Coinciding with the flow of funds from the Maltese Healthcare concession to Accutor in September 2019, Mr Schembri along with Shaukat Ali, Asad Ali, Dr Wasay Bhatti, Spring Healthcare's Managing Partner, Hamid Chaudhry, and others were collaborating in identifying new international projects for Spring Healthcare, including a major IT project in Philippines and a digital bank in Tunisia.*
5. *Other than a few invoices, agreements and phone messages, we did not locate sufficient records for Spring Healthcare to allow us to fully assess the nature of its operations, funding beneficiaries, or associations.*

1616 (Page 8, Kamal Sharma testimony 21.03.2022.docx)

However, on the basis of the limited information identified, Mr Schembri is shown to have been associated with Spring Healthcare and the business affairs of Shaukat Ali, Asad Ali and Dr Wasay Bhatti. However, unlike some of the other ventures, they were collectively involved in, Spring Healthcare also connects Mr Schembri to a group of companies that received major income from the Maltese Healthcare Concession under the guise of consultancy services.

6. *Therefore, on the basis of the very limited information available on Spring Healthcare, every indication suggests that the funds taken from the Maltese Healthcare Concession under a private agreement between Stewards and Accutor for "supporting political and government activities and interactions" were put to use in new international business opportunities and projects involving Mr Schembri, Shaukat Ali, Asad Ali and Wasay Bhatti.*

7. *However, Spring Healthcare's activities also extended back to Malta, when it paid €150,000 to the client account of Chris Spiteri over three payments of €50,000 in July, August and September 2019 for the benefit of Maltese company, [1617] Cannapharm Technologies Malta Limited (appendix 3.80). Mr Schembri's association with Cannapharm is discussed in appendix 3.80.*

8. *With the advent of the Coronavirus pandemic in March 2020, Spring Healthcare's international investment projects appear to have been put aside as it commenced trading in Covid-19 related medical supplies. Mr Schembri's active involvement with the company continued into the pandemic as he continued to look for sales opportunities for Spring Healthcare's coronavirus testing kits.*

9. *David Meli acted as a selling agent in a potential sale of covid tests from Spring Healthcare to Technoline valued at €1,000,000. A referral agreement between Meli and Technoline would have netted Meli €100,000 or 10% from the deal, had it been completed.*

Background and formation

10. *Spring Healthcare was incorporated in Switzerland on 1 April 2019. Per its website it is a healthcare investment company. [1618] We were unable to establish the ownership of the company. It was listed as being owned by Accutor AG before Accutor AG was liquidated but it is not clear whether it was a subsidiary of Accutor AG or whether Accutor was acting as the nominee for others. Its registered office was at the same address as Accutor of Obstgartenstrasse 5 CH-8910 Affoltern am Albis Switzerland*

1617 [Payments by Counterparty – SPRING HEALTHCARE.XLS]

1618 [Spring Health Care.pdf]

before moving to an address at Turmstrasse 30, 6312 Steinhausen, ZG [1619] but this could indicate either a nominee service or a subsidiary.

11. *Spring Healthcare's Managing Partner was Hamid Chaudhry and another company director is Ahmed Ibtesaam. Lujo Mikulicic was director from 1 April 2019 to 19 November 2021 (weblink 1). Mikulicic has been reported to have acted as a nominee in other companies.*

12. *Spring Healthcare was one of five Accutor companies in Switzerland which can be linked to the Maltese Healthcare concession either through receiving funds from the concession or from being associated with Mr Schembri or Dr Muscat. The composition of these five Swiss Accutor companies and their respective links to the Maltese healthcare concession is detailed in appendix 3.61. Dr Mizzi's indirect association with a further Accutor group company, Accutor BV is detailed in appendix 3.70.*

13. *Per its website (weblink 2), [1620] Spring Healthcare has five business partners including Steward International, United Nations World Tourism Organisation, Cnetso Group, Northumbria University Newcastle and Mehma Medical Trading Limited. Mr Schembri had various points of contact with the Cnetso Group and Mehma Medical Trading Limited, both of which are linked by common ownership. These are set out later in this appendix.*

14. *Former Accutor director Kamel Sharma testified [1621] about the company that:-*

"... when Wasay started focusing on Spring Healthcare, that was directly as a partner of the Alis, and evidence of that, which is in the public domain, if you look at the Spring Healthcare website you can see they reference an alliance with Steward Healthcare, they reference an alliance with Barts Medical College, basically all of the things that VGH and Steward had done are being referenced on this Spring Healthcare website and Spring Healthcare directors are Iptisin, I don't know the surname, she is Wasay Bhatti's wife and it was Lujo Mikulicic at that time and if you look at the Spring Healthcare projects that they were going for, they were using the successful model from Malta, the successful model, and from what Shaukat Ali told me Joseph Muscat was going to meetings to talk about how great the model was." Sharma1 – page 16

"Wasay Bhatti ... set up Spring Healthcare which was a partner company of the Alis. Basically, when Ram Tumuluri had to exit the picture because he was exposed in Malta, the Alis needed a replacement for Ram Tumuluri and that was Wasay Bhatti. ... He's won a project with the Alis and with

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1619 [Spring Healthcare Services AG - CHE-244.908.940 - Switzerland.pdf]

1620 [Our Partners – Spring Health Care.pdf]

1621 [Kamal Sharma testimony 21.03.2022.docx - Page 16 and 20]

the assistance of Joseph Muscat, using the Maltese model and the benchmark." Sharma1 – page 20

Steward Health Care International agreed to fund Accutor's 'supporting political and government activities and interactions'

15. *Spring Healthcare and Accutor Consulting AG raised eight invoices for €125,000 to Steward Malta Management Limited between September 2019 and May 2020 on foot of a consulting agreement between Stewards and Accutor. We did not locate a copy of the agreement but emails below between senior personnel within Stewards confirm it existed.*

16. *The basis of the consulting agreement is contained in an email dated 11 August 2019 from Armin Ernst, Director and President of Steward Health Care International, to Wasay Bhatti, Managing Director of Accutor AG and Miroslav Boyanov, Steward International, Chief Financial Officer, Armin Ernst stated: [1622]*

    "Miro – We have entered into a consulting agreement with Accutor supporting political and government activities and interactions. Payment is 100K Euro per month and the first bill will arrive this month to be paid at months end. I will need to sign off on all bills – Ralph is aware. Please plan accordingly"

17. *Ralph de la Torre is the Chairman and CEO of Steward's American parent company, Steward Health Care Systems LLC. The email above confirms that top ranking officers within Stewards were aware that the payments were being made for political purposes rather than consulting services.*

18. *For completeness we confirm we did not find any evidence of a consulting service being carried out by Accutor on behalf of Stewards. We also did not find any explanation why the monthly amount was increased from the €100,000 per month seemingly agreed per the email to the €125,000 per month claimed by the invoices.*

19. *Steward Health Care Systems LLC also paid, as a minimum, €400,000 to Eurasia Limited in December 2017 (appendix 2.40) and a further €400,000 plus expenses to Accutor AG in February 2018, under a consultancy agreement between Steward Healthcare International Limited (C 83293) and Tunisian company, STE Healthco Limited (appendix 3.41).*

Spring Healthcare invoicing Steward Malta Management Limited for consulting services

20. *Spring Healthcare invoiced Steward Malta Management Limited for two amounts of €125,000 for consulting services in December 2019 and*

1622 [Consulting arrangement – August 2019.pdf]

January 2020. Typically, the invoices contain no detail as to the nature of the consulting service or who carried it out. [1623] [1624]

21. *From 24 to 29 December 2019, Saba Abbas and Miroslav Boyanov of Stewards and Haroon Khan of Accutor, Malta discussed payment of the first €125,000 from Stewards to Spring Healthcare. [1625]*

22. *After some difficultly making the payment to Spring Healthcare, Saba Abbas advised on 24 December 2019 that she would reprocess the transaction to Accutor Consulting AG as in the previous months. Haroon Khan asked on the same day that the payment be made to the Spring Healthcare bank account and that payment be made immediately as "we need it asap".*

23. *Haroon Khan followed this up on 30 December 2019 saying:*

    "I have still yet to receive proof of payment for the below...Please note, this is extremely urgent and we are receiving a lot of pressure from higher management"

24. *Two payments of €125,000 were made from Steward Malta Management Limited's bank account to Accutor AG on 2 January 2020 and 6 February 2020 referencing the Spring Healthcare invoices numbers 201624182 and 201624199. [1626] [1627] We have not found any bank details or statements for Spring Healthcare Services Ltd.*

25. *As we do not have bank statements or financial records for Accutor AG (or Spring Healthcare) for 2019 and 2020, we are unable to ascertain the application of funds once the payment was made from Steward Malta Management Limited. One possibility is that funds were used to finance new business operations between Wasay Bhatti, Shaukat Ali / Asad Ali and Keith Schembri.*

26. *The two invoices from Spring Healthcare to Steward Malta Management Limited were part of a series of eight invoices for €125,000 from Spring Healthcare and Accutor Consulting AG for which €1,000,000 was paid from the Steward Malta Management Limited bank account to Accutor AG. [1628]*

27. *We have analysed the invoices and summarised them below:*

1623 [FW STEWARD – CONSULTING SERVICE – DECEMBER 2019.MSG – accutor-201624182.txt]

1624 [FW STEWARD – CONSULTING SERVICE – JANUARY 2020.MSG – accutor-201624199.txt]

1625 [message.body - RE [EXTERNAL] RE Payment proof for Spring.msg]

1626 [BATCH CS61 STEWARD BOX 0840343072022081811308.pdf - Page 107]

1627 [BATCH CS61 STEWARD BOX 0840343072022031811308.pdf - Page 130]

1628 [Accutor Total Payments 2019 – 2020 as of May 18, 2020.xlsx]

Inv No	Inv Date	Invoiced by	Amount €	Invoice narrative	Date paid from Steward Malta Management
24130	2/9/19	Accutor Consulting AG	125,000	Consulting Services	4/9/19
24151	4/10/19	Accutor Consulting AG	125,000	Consulting Services	10/10/19
24166	1/11/19	Accutor Consulting AG	125,000	Consulting Services	8/11/19
24182	1/12/19	Accutor Consulting AG	125,000	Consulting Services	19/12/19
24182	1/12/19	Spring Healthcare	125,000	Consulting Services	2/1/20
24199	30/12/19	Spring Healthcare	125,000	Consulting Services	6/2/20
24284	14/2/20	Accutor Consulting AG	125,000	Consulting Services	29/2/20
24555	27/4/20	Accutor Consulting AG	125,000	Consulting Services	4/5/20
			1,000,000		

To clarify the discrepancy in the sums. The payment for this invoice in the table above was returned as per the excel table in FN12, so while there were invoices amounted to €1M, the net payment (with one returned) was €875k.

24182	1/12/19	Accutor Consulting AG	125,000	Consulting Services	19/12/19

19/12/2019	Accutor	PO ISSUE 7744510 ACCUTOR AG CONSULTING EUR125,000.00 INV 201624182 DEC 19 COMMISSION: EUR 4.00 REF :	-125,000.0
20/12/2019	Accutor	DIRECT PAYMENT REF:383713-13 BVC001 SEPA R-MESSAGE REF : 301-20/12/2019-9141-13714-1	125,000.00

28. *Emails between Steward's finance team show that the invoices were prepared and payment made under contract. However, we did not identify the contract which indicates it may have been retained within Steward Health Care Systems LLC or Accutor AG.*

29. *Miroslav Boyanov received the November invoice from Accutor on 4 November 2019 and immediately forwarded it to Saba Abbas for payment commenting: [1629]*

"FYI... please pay according to contract"

1629 [message.body - Fw: Steward – Consulting Service – November 2019]

30. *We found similar emails for October and December 2019 in which Mr Boyanov passed the invoice to Saba Abbas for payment. [1630] [1631]*

31. *By contrast, upon receiving the Accutor invoice for January 2020 on 30 December 2019, Miroslav Boyanov instructed Saba Abbas: [1632]*

    "FYI, Accutor's January bill

    Sit on that until you hear from me (I need to check with Armin first and get his approval)"

32. *We found no invoice (and no payment) in relation to the consulting service for March 2020 but we noted a very similar invoice from Spring Healthcare to an Italian company called Gertec SRL in what whilst seemingly unrelated to the consultancy service invoices, continued the pattern of monthly invoices for €125,000 from Spring Healthcare. [1633]*

33. *Spring Healthcare invoice 24309 was for the supply of 5,000 Covid-19 Rapid Tests at a unit price of €25 and total cost of €125,000. On the face of it the invoice does not appear to relate to the invoices in the table above. However, the date (16 March 2020) and value of the invoice (€125,000), suggests to us that the invoice may have been a replacement for the invoices normally passed from Spring Healthcare / Accutor Consulting AG to Stewards. [1634]*

34. *Within David Meli's data we found a purchase agreement dated 16 March 2020 between Spring Healthcare and Gertec SRL and a letter of the same date from Gertec to Spring Healthcare saying they have an interest in purchasing Covid19 test kits from Spring Healthcare and they want a quote and confirmation of supply by stated deadlines.*

35. *The letter from Gertec also appears to confirm Asad Ali's involvement with Spring Healthcare with the inclusion of the email address 'a.ali@springhealthcare.org'. [1635] [1636]*

36. *Gertec SRL was also a supplier of MTRACE PLC. We have considered that relationship further in appendix 2.80. [1637] [1638]*

1630 [message.body - Fw: Steward – Consulting Service – October 2019]

1631 [message.body - Fw: Steward – Consulting Service – December 2019]

1632 [message.body - Fw: Steward – Consulting Service – January 2020]

1633 [SH-201624309.pdf]

1634 [SH-201624309.pdf]

1635 [Purchase_Agreement_Gertec-Spring_2020-03-16.pdf]

1636 [2020 03 16 – Spring Healthcare – richiesta quotazione-3.pdf]

1637 [32 Gertec Maintenance Agreement.pdf]

1638 [32 Gertec Maintenance agreement.pdf]

Mr Schembri led Spring Healthcare's search for foreign investment opportunities

37. In the following paragraphs we have detailed the documents which show that in the same timeframe that Spring Healthcare issued invoices to Steward Malta Management Limited for consulting services in late 2019 and early 2020, Mr Schembri was associated with Spring Healthcare, Dr Wasay Bhatti, Asad Ali and others as Spring Healthcare sought out new investment opportunities in the Philippines and other jurisdictions.

38. Mr Schembri was part of several Whatsapp groups that discussed and shared an investor agreement, non-disclosure agreement, heads of terms and details of projects considered by Spring Healthcare in 2019 and 2020.

39. On 6 September 2019, when still Chief of Staff, Mr Schembri set up a Whatsapp group between Shaukat Ali, Asad Ali, Wasay Bhatti and Kenneth Azzopardi which discussed, amongst other things, a project for "Integrated Platformed Technology Services for the Government – Philippines". Mr Schembri was the instigator of and the most active member of this Whatsapp group. [1639]

40. On 3 January 2020 Mr Schembri informed the group about the Philippines project and posed the question "would cnetso be interested in something like this?". Wasay Bhatti responded, "Yes very much" and Mr Schembri replied "Will bring more info by tomorrow".

41. The next day, 4 January 2020, Mr Schembri informed the group:

> *"The tender is not yet done as this is project is designed to be PPP. If our investor is interested we can submit unsolicited proposal to the government. Also, I will be in Europe by January 9-16 and free to meet you and discuss"*

42. Mr Schembri then shared with the group a draft non disclosure agreement between Spring Healthcare and a Philippines business called Onemark Engineering Technologies (Onemark). [1640] Asad Ali replied: "Do you want this to be reviewed and signed from our end?". To which Mr Schembri replied "Yes pls". Thus Asad Ali appears to have been taking instruction from Mr Schembri in this matter.

43. The following day, 5 January 2020, Mr Schembri informed the group:

> *"Regarding the technical details of the project. I can set meeting in Philippines with our group and the IT Architect that conceptualize this project. As this is a pet project of the Chairman of the Government Owned and Controlled Corporations with the Son of the President. We need to meet them and submit our intent to collaborate with them".*

1639 [chat-635.txt]

1640 [42d7a599-e413-460a-983a-1e61428a4f61.doc]

44. *We note Mr Schembri's repeated use of the word "our" which further indicates his share, interest or general association in Spring Healthcare.*

45. *Mr Schembri's data contains the various agreements that were shared by Whatsapp. In our opinion Mr Schembri's possession and control of these documents demonstrate his involvement with Spring Healthcare and in particular the Philippines project. The documents include:*

- *Draft non-disclosure agreement between Spring Healthcare and Onemark [1641]*
- *Signed non-disclosure agreement between Onemark's CEO Mark Juanitas (Philippines) and Spring Healthcare [1642]*
- *An Investors' Agreement between Onemark Technologies Inc. and Spring Healthcare [1643]*
- *A mutual non-disclosure agreement between Onemark Engineering Technologies and Cnetso Group Limited [1644]*
- *Heads of Terms Agreement between Spring Healthcare and Onemark Engineering Technologies [1645]*

46. *The signed non-disclosure agreement between Spring Healthcare and Mark Juanitas referred to "Provision of confidential information relating to the analysis of the healthcare system and potential healthcare projects in Philippines". [1646]*

47. *The Investors' Agreement set out that: [1647]*

> *"Onemark Engineering Technologies and Spring Healthcare agree to set up a Corporation in the Republic of Philippines to serve as the corporate vehicle for the different projects in South East Asia...The Capital for the establishment of the Company shall be furnished by Spring Healthcare the amount of which is subject to the minimum required capitalization of the applicable law where a project is to be implemented"*

48. *Thus, Spring Healthcare's role was to act as the financier for the IT / Healthcare project(s) to be undertaken.*

49. *The Heads of Terms Agreement between Spring Healthcare and Onemark is an undated and draft document. It was last modified on 6 March 2020*

1641 [42d7a599-e413-460a-983a-1e61428a4f61.doc]

1642 [NDA Philippines_signed.pdf]

1643 [1581690236383_SPRING-Investors' Agreement Edited_2.20.docx]

1644 [Mutual NDA – DATA CENTER.pdf]

1645 [93acf4cf-2b4a-4b7b-81af-55f9c6a20637.docx]

1646 [NDA Philippines_signed.pdf]

1647 [1581690236383_SPRING-Investors' Agreement Edited_2 20.docx]

and sets out legal definitions and an outline of the relationship between Spring Healthcare and Onemark. [1648]

Chat-543.txt

50. A further Whatsapp group was started on 12 January 2020 and included the same members of the chat-635.txt thread (Mr Schembri, Asad Ali, Wasay Bhatti, Neville Gafa, Ivan Poprocky, Hamid Chaudhry) but with the addition of Mark Juanitas, the President & CEO of Onemark. [1649]

51. In this thread Neville Gafa set out a road map for three areas that were to be explored including Health, Energy and IT. Mr Gafa posted a message on 15 January 2020 which set out activities for the first three quarters of 2020 and Mr Schembri copied the text to a Word document he named "Resume Paris Talks". [1650]

52. In relation to the Investors' Agreement Ivan Poprocky commented on 21 February 2020: [1651]

"Dear Mark, we have reviewed the draft Investor's Agreement. The overall philosophy is not in line with our approach to the business development. Our local partners either receive brokers fee or shares in the project company. Once the specific project is agreed upon, SPV is established with Project governance always under Spring control as Spring is healthcare provider experienced in healthcare projects and bears technical, reputational and financial risks. Kindly let me know if such governance structure is acceptable to you"

53. Mr Poprocky followed up his message on 6 March 2020:

"Dear Mark, It was a pleasure to meet you in Paris. As agreed, we have reviewed your proposal and attach Heads of Terms (HOT) of the Shareholders Agreement (SHA). We would like to agree on detailed SHA and company governance after the evaluation of projects' feasibility. We also understand that it is possible to establish company with foreigner ownership in Philippines (with the restrictions of the company management and paid up capital). We are also attaching Letter of Intent for the project in Brunei for your review. We are awaiting your proposal regarding the shareholders structure"

54. After this point this Whatsapp thread was overtaken with discussion of the outbreak of Coronavirus in March 2020 which led to Spring Healthcare becoming involved in the supply of hand sanitizers, Covid tests and face masks.

1648 [93acf4cf-2b4a-4b7b-81af-55f9c6a20637.docx]

1649 [chat-543.txt]

1650 [Resume Paris Talks.docx]

1651 [chat-543.txt - Page 9 of PDF]

55. *On 14 January 2020 Neville Gafa started a Whatsapp thread to "discuss Moon Sinai Hospital project separately from Philippines projects". Keith Schembri, Wasay Bhatti and Asad Ali were all members of the Whatsapp group. [1652]*

56. *A further Whatsapp group named "Spring" was started on 25 February 2020 by Neville Gafa and also included the same members of the Chat-635.txt thread (Mr Schembri, Asad Ali, Wasay Bhatti, Neville Gafa, Ivan Poprocky, Hamid Chaudhry). [1653]*

57. *Here the group members shared information in relation to other potential projects including a project to establish a digital bank in Tunisia.*

58. *On 8 March 2020, Shaukat Ali changed the subject of this Whatsapp group from "Spring" to "Spring K". The significance of the change in name of the group is not apparent from the discussion but from that point onwards Mr Schembri, who was denoted in the group as "KS" became the Whatsapp group "owner".*

Cannapharm Technologies Malta Limited

59. *Three amounts of €50,000 (€150,000 in total) were paid from Spring Healthcare to Chris Spiteri's client account for the benefit of Cannapharm Technologies Malta Limited on 18 July 2019, 16 August 2019, and 11 September 2019 and a further €50,000 from Accutor AG on 10 September 2019. [1654]*

60. *Spring Healthcare's funding of Cannapharm Technologies Malta Limited and other links to Mr Schembri, including an apartment being rented to Cannapharm's Director, Denis Orlov is discussed in appendix 3.80.*

Trade in Coronavirus medical supplies

61. *Spring Healthcare commenced trade in Coronavirus medical supplies in March 2020. Whatsapp messages on 10 & 11 March 2020 between Mr Schembri, Mr Bhatti and Mr Juanitas discussed Covid related products, price, specification and delivery ports etc. Mr Juanitas shared a Covid product catalogue and informed the group that these were recently launched products. [1655] [1656]*

1652 (chat-538.txt - Page 1 of pdf copy)

1653 (chat-436.txt - Page 1 of pdf copy)

1654 (NCW 153 DOK HSBC A6000170202204100657O8.pdf)

1655 (chat-543.txt - Pages 11-19 of PDF Copy)

1656 (COVID-19 catalog.pdf(1).pdf)

62. *Dr Wasay Bhatti also informed the group that Spring were also launching its testing kit that day. Dr Bhatti confirmed: [1657] [1658]*

"we have all the EU certificates and clinical trials"

63. *On the same day, 10 March 2020, Mr Schembri shared Mr Juanitas' catalogue with a Mr Richard Fowler of Scalderhurst informing him: [1659]*

"We have them for sale fully eu certified"

Spring Healthcare supply to Technoline

64. *Thereafter, we note emails dated 16 March 2020 between Ivan Vassallo of Technoline and David Meli, who was acting as an agent for Spring Healthcare's supply of testing kits to Technoline. Dr Meli informed Ivan Vassallo: [1660]*

"Hi Ivan Im tracking the parcel which is somewhere in Germany at the moment, I will call you as soon as I get it. In the meantime please send me a signed version of the attached Referral Agreement"

65. *The referral agreement dated 16 March 2020 between Dr Meli and Technoline set out the Technoline would pay Dr Meli 10% commission on the value of invoices raised by referred customers, which in the example below would have earned Dr Meli €100,000. [1661]*

66. *Dr Meli provided Ivan Vassallo with a Spring Healthcare draft purchase agreement and Spring Healthcare quotation for Technoline for 50,000 testing kits at €20 per kit (total quotation value €1,000,000). The quotation was marked as prepared by "ASAALI" which we expect is a reference to Asad Ali. [1662] [1663] [1664]*

67. *Dr Meli and Vassallo also emailed on 23 March 2020 to organise the delivery of samples of Covid tests from Spring Healthcare: [1665]*

"Dear David, We confirm that we have been asked (following a request by our Customer, Mater Dei Hospital, Department of Health, Malta) for five (5) samples for the Spring Healthcare Services AG rapid Test for COVID-19 IgM and IgG antibodies. These samples will be used by the Department of Virology at Mater Dei Hospital Malta.....Ivan"

1657 [chat-543.txt - Page 16 of pdf copy]

1658 [5805c305-0b99-40cb-9d04-3a02f5714427.pdf]

1659 [chat-403.txt - Page 1 of pdf copy]

1660 [Re Testing Kits.msg]

1661 [Referral Agreement – Technoline_DM.pdf]

1662 [Re Testing Kits.msg]

1663 [Purchase Agreement DRAFT (1).docx]

1664 [quotation_0035_Technoline.xlxs.pdf]

1665 [Re Import Authorisation and Sample Usage]

68. *In the same timeframe, Neville Gafa emailed Shaukat Ali, Keith Schembri, Wasay Bhatti, Asad Ali and Ivan Poprocky with details of production and packaging company, Harro Hofliger. Mr Gafa described the German company as an esteemed development partner for pharmaceutical and medical companies. [1666]*

Cnetso Group

69. *Per its company brochure, Cnetso Group is part of the Spring Group. The Group operates in the legal, energy, health, medical and IT sectors through six companies. [1667]*

70. *On page 2 the brochure records other members of the Cnetso Group including Accutor, CPTM (Cannapharm Technologies Malta), Spring Healthcare, Fortune Stars, Spring Education Training and Spring Infra. We have no information on the last three entities.*

71. *Mr Schembri was in contact with Musawir Idrees CEO Cnetso Group (and owner of Mehma Medical). In July 2019 they met to discuss working together on future projects [1668] and in September 2019 they emailed each other in relation to projects related to Network security. [1669]*

72. *Mr Hamid Chaudhry, managing partner of Spring Healthcare, has an email address of hamid.chaudhry@cnetsogroup.com which appears to explain Mr Schembri's query to the whatsapp group on 3 January 2020 "would cnetso be interested in something like this?" in relation to the Philippines project.*

Cnetso Health Limited

73. *Cnetso Health Limited is a UK company incorporated in December 2019 (Companies House). Musawir Idrees is the sole shareholder and director.*

Mehma Medical Trading Limited

74. *Mehma Medical Trading Limited is a UK company incorporated in April 2020 (Companies House). Musawir Idrees is the sole shareholder and director.*

United Nations World Tourism Organisation

75. *Spring Healthcare is also associated with the United Nations World Tourism Organisation (UNWTO). (UNWTO website and Spring Healthcare website).*

1666 [694672.eml]

1667 [61c5bef0-e1bc-491d-8b44-1d7d83261cb6.pdf]

1668 [429304.eml]

1669 [429145.eml]

76. *In November 2019, Armin Ernst, Shaukat Ali, Asad Ali and others on behalf of Steward International met in Madrid with Wasay Bhatti and Lujo Mikulicic of Spring Healthcare and members of UNWTO. [1670]*

77. *The purpose of the meeting was the signing of an MOU in connection with Steward's association with Georgia. [1671]*

Eurybates Limited, Numru ta' Reġistrazzjoni C-C-72304 - Appendix 3.74:

1. *On paper, Eurybates Limited is owned by Ivan Vassallo (appendix 1.12) but there are numerous indicators that he was fronting the company on behalf of others. In the 6 years between 2016 and 2021 Eurybates derived around €1.84M of income in what we consider were most likely kickbacks from four businesses which each were major suppliers to the Concession as follows:*

Customer	*Receipts inc VAT €*	*Equivalent net of VAT €*
Sirimed SRL	*804,900*	*682,000*
Technoline Ltd	*664,001*	*562,000*
Ergon (Ergon Technoline JV)	*400,389*	*340,000*
CERS Construction SA – receipts Jan to Dec 2020	*302,889*	*256,000*
Salfo SA and Ado SA (agreement in place but no payment seen)	*Unknown*	
	2,172,179	***1,840,000***

Note – there were no receipts from Salfo SA and Ado SA but an agreement was in place which is discussed below. The amount of €2,172,179 equates to around €1.9M net of VAT.

2. *We have analysed the Eurybates bank account between 2016 and 2021 in appendix 3.76a and its invoices in appendix 3.77.*

3. *The income was obtained under the guise of providing consultancy and administration services and was seemingly earned without Eurybates having the necessary personnel to deliver what could only be described as highly technical services. Payments were obtained under contracts drawn up by Mr Vassallo which in some cases were backdated to create the impression that the funds moving into Eurybates was for work being done over the previous months.*

1670 [Visit_Steward International_November 2019.docx]

1671 [Itinerary for Visit of SHCI to UNWTO Madrid 7-9 Nov 2019 Final version dated 04Nov2019.pdf]

4. *We have further analysed the Eurybates bank account between 2021 and 2024 in appendix 3.76b. This reveals that the payments from a number of the same customers continued during those years as follows:*

Customer	Receipts inc VAT €	Equivalent net of VAT €
Technoline Ltd	536,944	455,000
Ergon (Ergon Technoline JV)	167,219	142,000
CERS Construction SA	36,131	31,000
	740,294	628,000

5. *Whilst we consider that these receipts were also most likely kickbacks, we did not obtain other evidence from that period in the form of invoices and financial statements to confirm this. We have therefore separately identified these payments in our overall assessment of the company.*

6. *Eurybates Limited (Eurybates) was incorporated by Nexia BT on 18 September 2015. Work to form the company had commenced on 10 September 2015 which was the day after Projects Malta Ltd formally notified VGH of GOM's intention to award it the Maltese Healthcare Concession on 9 September 2015.*

7. *In the same week, Ivan Vassallo and Pierre Sladden (see appendix 1.30) met with Nexia BT to initiate Nexia BT's valuation of Technoline Limited (Project Yapton) (see appendix 2.20). This was around two months after Ivan Vassallo had penned the new shareholding structure for Gateway Solutions Limited (see appendix 2.00) in his diary on 9 July 2015 and a little over two months before Nexia BT began to develop new ownership structures for Gateway and Technoline through the holding companies MMXVI Limited (appendix 2.10) and Astromedic Limited (appendix 2.15).*

8. *In the first instance Eurybates appears to have been formed to become part of a joint venture ("JV") called "Gene Malta" which was to become involved in the provision of personalised medicine at a new €100M hospital based at Smart City Malta. Ivan Vassallo and two of Keith Schembri's long-time associates, Kenneth Abela and Steve Carter, were in regular contact between July 2015 and December 2015 to develop the JV which, had it come to fruition, was to generate €200 per patient for Eurybates. However, this collaboration didn't get off the ground and therefore did not generate any income for Eurybates. Therefore, the only relevance of this early activity to this Inquiry is that it involved a major hospital construction project and was controlled by a small number of persons, including Mr Schembri as vice-chairman (see appendix 1.01)*

9. *On paper, Eurybates was owned outright by Ivan Vassallo. However, as in the case of Gateway and Technoline, there are numerous indicators that Mr Vassallo was fronting the company on behalf of others. At the time of Eurybates' incorporation, Mr Vassallo sought 90% of the cost of incorporation from Kenneth Abela, along with Mr Abela's advice on other formative matters that are normally the preserve of business owners, including which bank to use and the company logo.*

10. *Mr Vassallo was clearly of the view that his personal share of the cost of incorporation was to be limited to 10%. We note that this was the same ownership percentage that we believe he held in Gateway Solutions Limited. Indeed a diary entry in July 2015, written by Mr Vassallo, this percentage sum was left unattributed after he had allocated a 90% share of Gateway to "K, K, AH & PS". It was also the same private shareholding of 10% in Gateway that Mr Vassallo's 20% shareholding in MMXVI would have given him.*

11. *As set out in this appendix, connections between Eurybates, Technoline, Gateway, Pierre Sladden and MMXVI Limited indicate the incorporation of Eurybates to have been part of the wider plan for Mr Vassallo and his associates to take control of Technoline. In our opinion Eurybates, MMXVI, Gateway, Technoline and Astromedic were each being operated under the same private ownership arrangement, with Ivan Vassallo's public 100% shareholdings in each of Gateway/ Technoline and Eurybates being privately limited to just 10%.*

12. *After Technoline's acquisition by Gateway, Technoline, and a JV to which Technoline was party (Ergon Technoline JV), became two of Eurybates' four sources of income. Thus, we consider Eurybates to represent one of the mechanisms by which Ivan Vassallo and his associates extracted funds from the Maltese Healthcare Concession, via Technoline.*

13. *We consider Pierre Sladden to be one of Eurybates' concealed owners due to a clause that forms part of Mr Vassallo's Last Will & Testament (see below) and Mr Sladden's vicarious involvement with the company. This involvement included payments to his company and to various family members. Should it be accepted that Mr Sladden had private ownership of Eurybates and that Eurybates was part of the Gateway/ Technoline ownership scheme, in our opinion it would likely follow that the identities of Eurybates' other concealed owners are the same persons as identified as the concealed owners for the Gateway/Technoline group.*

14. *In the 6 years between 2016 and 2021 materially all of Eurybates' income was derived from just four businesses namely, Italian construction company Sirimed SRL, Technoline, the Ergon Technoline JV and Greek construction company, CERS Group. Each were major*

suppliers to the Maltese Healthcare Concession and Eurybates received income totalling €1.84M from them under the guise of providing construction and IT related consultancy and administration support services. This was done seemingly without the necessary personnel to deliver what could only be described as highly technical services which in some cases were supported by backdated contracts drawn up by Mr Vassallo.

15. *Based on our review of the contracts and invoices we have formed the opinion that all or part of the funds paid to Eurybates from Technoline, Ergon Technoline JV, Sirimed and CERS were not properly due. We consider that the invoices from Eurybates to these customers were falsified by Mr Vassallo (and his assistant, Mario Gatt) on the pretence that significant amounts of consultancy and IT/administrative support work was being done, when in reality the contracts and invoices only served to provide cover for the flow of illegitimate funds originating from the Maltese Healthcare Concession.*

16. *The invoices raised by Eurybates on Sirimed and CERS do not appear to be based on the value of work done by Eurybates but rather on a pre-agreed share of 5% or 10% of the value of construction work being undertaken by these businesses. We expect this was likely as reward for the role that Eurybates (or its private owners) had in each customer winning the construction contracts in the first instance.*

17. *For example, Eurybates' largest source of revenue (around €800,000) came from Italian construction company Sirimed SRL. Eurybates and Sirimed agreed that Eurybates would be entitled to 5% of the contract price for the construction of the Barts Medical School and the Anatomy Centre at Gozo General Hospital, which Stewards Healthcare International had agreed with Sirimed SRL at €15,000,000 and €935,000 respectively. After initially providing Sirimed with a one-line invoice for professional fees of €235,000, Mr Vassallo later set out Eurybates' role in the construction project that supposedly warranted such a large fee. However, the tasks listed by Mr Vassallo appear to us contrived in order to justify the invoice value including as it did reference to spurious duties such as "facilitation of meetings", "Assisting" and "Ensuring progress" and "bridging the cultural and communication gap between the parties".*

18. *We have therefore formed the opinion that in order to win the construction contract from Stewards, Sirimed SRL accepted that the cost of doing business with Stewards in Malta included a 5% surcharge from Eurybates on the construction contract's value, in what appears to have been a straightforward case of procurement fraud (contract skimming).*

19. *Greek construction company CERS Construction Engineers Ltd (CERS) appointed Eurybates as its exclusive agent for Malta on 10% commission. Between January and December 2020 Eurybates received 16 payments totalling €302,889 from CERS which may relate to the work completed under the Barts Medical School contract.*

20. *As each of Eurybate's sources of income were generated from only four businesses which themselves were each connected to publicly funded contracts, we expect that the concealment of the identities of the private owners of the 90% shareholding was deliberate so as not to reveal the connections to or the influence over the award of the contracts from which the funds paid to Eurybates originated.*

21. *Eurybates was an unusually profitable company and the profits it earned enabled it to generate sufficient cash reserves to give loans and acquire several properties in a relatively short period of time. Mr Vassallo approved the purchase of one property in Italy seemingly without any due regard concerning the suitability of the property for Eurybates. Mr Vassallo's assistant, Mario Gatt, informed BOV that the properties had been bought without finance and were to be developed and let as rental properties. To achieve this, another of Keith Schembri's associates, Mr Valerio Cammilleri was employed to develop the properties to a turnkey standard.*

22. *We found no evidence to suggest that Mr Vassallo's private 10% share in Eurybates was changed after Eurybate's incorporation in September 2015. Therefore, of perhaps greater significance to this Inquiry is that Eurybates, which was seemingly operating within a private ownership arrangement that limited Ivan Vassallo's share to 10%, continued to receive major payments from Technoline up until July 2019 (and from the construction companies up to March 2021).*

23. *In our opinion the fact that funds continued to flow to Eurybates from Technoline up until July 2019 strongly suggests that the private ownership scheme for the Technoline group that had been planned from July 2015 and which also limited Ivan Vassallo's private ownership to 10%, was still in play after BT Nexia's proposal and formation of MMXVI Limited and Astromedic Limited had been dropped.*

24. *Therefore, we have formed the opinion that the concealed ownership strategy for Gateway/Technoline persisted up until July 2019 and beyond. It follows therefore that another route to achieve the private 90%/10% ownership strategy for Gateway/Technoline must have been adopted to serve the same purpose after BT Nexia's attempts to provide the two holding companies and the private offshore structure for the scheme failed in February 2016.*

25. *We connect the following persons to Eurybates. We subjectively rank them in order of their relative importance to the functioning of the company:*

    1. *Ivan Vassallo (and by extension Mario Gatt),*
    2. *Pierre Sladden,*
    3. *Kenneth Abela,*
    4. *Brian Tonna,*
    5. *Valerio Camilleri,*
    6. *Steve Carter and*
    7. *Ishmael Borg.*

26. *We note that each individual listed (2-7) was an associate of Keith Schembri's before becoming associated with Ivan Vassallo and Eurybates and we have set out the evidence for that in this appendix.*

Registered ownership

27. *Eurybates was incorporated by Nexia BT on 18 September 2015. Ivan Vassallo is the sole registered owner of all 1,200 shares. [1672] [1673] [1674]. As noted below, work to form the company commenced on 10 September 2015 which was the day after Projects Malta Ltd formally notified VGH of Government's intention to award it the services concession on 9 September 2015.*

Background to formation

28. *Eurybates was formed to become part of a JV called "Gene Malta" in connection with the provision of personalised medicine at a new hospital based at Smart City Malta (SCM).*

29. *Steve Carter is the Managing Director and owner of Synesis Limited [1675]. Mr Carter and his company were involved in the development of a new hospital (St Joannes Paulus III) in Smart City which was announced in March 2015. Keith Schembri was vice chairman of Smart City Malta per the minutes of a meeting dated 14 June 2017 [1676] This was to be a €100M project with the stated aim of building "a new private hospital aimed to draw medical tourism to Smart City. The hospital will operate*

1672 [20160205 C_72304_D1_0.pdf]

1673 [20160421 - Involvements.pdf]

1674 [Certificate of Incorporation.pdf]

1675 [Re Smart City Connection-0.msg]

1676 [SCM Mins 35.docx]

in strategic alliance with international healthcare giant Johnson & Johnson". [1677] [1678]

30. *Keith Schembri was the vice-chairman of SCM and had knowledge of the proposed hospital from as early as October 2014. On 13 October 2014, Malcolm Scerri of Kasco emailed Keith Schembri to ask about private sector projects: [1679]*

"Keith, Are there any Private Sector Projects you know about which could be of interest for Impaqt? Alan indicated that in your discussion with him you had mentioned a few. Which are they?"

31. *Mr Schembri gave only a brief reply:*

"Hosp in SCM"

32. *Keith Schembri also consulted with Brian Tonna and SCM's CEO, Anthony Tabone in relation to Steve Carter and the wider SCM project in September 2014. [1680]*

33. *Ivan Vassallo, Kenneth Abela and Steve Carter were in regular contact between July 2015 and December 2015 to develop the 'Gene Malta' joint venture (see below), which, had it come to fruition, was to generate income of €200 per patient for Eurybates. However, the JV seemingly didn't get off the ground as it failed to generate any income for Eurybates.*

34. *Ivan Vassallo met Mr Steve Carter on 11 June 2015 to discuss the personalised medicine project and on 17 July 2015, Mr Vassallo emailed Mr Carter attaching a short presentation detailing how Technoline could assist with the new hospital: [1681] [1682] [1683]*

"Thank you for your time and the opportunity to meet you last month. We are excited about your project and would be very happy to assist you in any manner towards the realisation of your ambitious plans. I must apologise for the delay. I have been abroad most of this time and could not ask any of my colleagues to assist me since I was told to keep your project confidential. I am attaching a short presentation that may help you and your team to understand what we may be able to assist you with."

1677 [List of Projects-20160502.xlsx]

1678 [Synesis business plan -summary.pdf]

1679 [115450.emlx]

1680 [message.body - follow up – JJ – Carter – SC]

1681 [Re_ Our meeting of the 11th June [283084].msg]

1682 [292070.partial.emlx]

1683 [Synesis Ltd Project 17 06 2015 11.05.docx]

35. *Mr Carter replied:*

> *"Thank you for your kind email. We are gaining a lot of ground on the same project. We're currently evaluating the procurement aspect for the same hospital together with our consultants."*

36. *On 7 September 2015, Steve Carter, Kenneth Abela and Ivan Vassallo shared a further document on "Reasons for Personalised Medicine in Malta". On Friday 11 September 2015 the three gentlemen were scheduled to meet with Brian Tonna of Nexia BT with Antoinette Scerri also in attendance. As explained below, the process of incorporating Eurybates began the following week. [1684] [1685][1686] [1687]*

Company formation process

37. *Ivan Vassallo and Kenneth Abela planned to meet on 11 September 2015 one week prior to incorporation. The day before the meeting (10 September 2015) Mr Vassallo asked Mr Abela for confirmation of the meeting and its time. Mr Abela informed Mr Vassallo that the meeting was at Nexia BT at 10.45 (am). [1688]*

38. *On 15 September 2015, Brian Tonna's personal assistant, Jeanette Pisani, received an email from MSFA confirming payment for the application to reserve the name Eurybates Limited [1689]*

39. *Also on 15 September 2015, Roderick Mifsud of Nexia BT emailed Ivan Vassallo about a planned meeting in Nexia BT's offices with Antoinette Scerri. Mr Mifsud requested a deposit slip confirming that €1,200 had been lodged to an account called "Eurybates Limited - company in formation account" representing the company's share capital and a cheque made payable to MFSA of €245 for the company's registration fee. [1690] We note that, on the same day Pierre Sladden and Ivan Vassallo had a meeting at Nexia regarding a valuation of Technoline. An email exchange followed between Nexia BT and Ivan up to 15 Oct 2015 on the same theme. [1691] [1692] So we note that they were incorporating Eurybates at the same time as they were beginning to value Technoline.*

1684 [60929.partial.emlx]

1685 [13881.partial.emlx]

1686 [PM & Innovation Change accepted.pdf]

1687 [message.body - Kenneth Abela + Steve Carter + Ivan Vassallo (557124).msg]

1688 [chat-993.txt] - Page 5 of PDF]

1689 [message.body - FW top up – Confirmation – Application to reserve a name Eurybates Limited.msg]

1690 [61024.partial.emlx]

1691 [20413(3).partial.emlx]

1692 [Nexia Gateway S.docx]

40. *Mr Vassallo forwarded Mr Mifsud's email to Mr Abela commenting: [1693]*

    "Hi Kenneth, For you info. Which bank shall we use? An I would also appreciate a cheque for 90% of the values listed... Cheers Ivan"

41. *Mr Abela replied on the same day without querying (or acknowledging) Mr Vassallo's request for a cheque for 90%: [1694]*

    "I would use bov, tomorrow we can meet and conclude everything 😊 *ave"*

42. *The set-up costs of the company namely the share capital of €1,200 and the MFSA registration fee of €245, were drawn on Mr Vassallo's personal bank account. The €1,200 was provided to BOV New Companies in Formation on 17 September 2015 and a cheque for €245 was made payable to MFSA on 18 September 2015. [1695] [1696]*

43. *Mr Vassallo's request for a cheque from Mr Abela for 90% of the amounts he personally incurred in forming the company reveals that in Mr Vassallo's view his share of the cost of incorporation was to be limited to 10%. This was the same private shareholding left unattributed in his diary for Gateway Solutions Limited in July 2015 after he allocated 90% to "K, K, AH & PS" (appendix 2.00) and the same shareholding of 10% in Gateway that his 20% shareholding in MMXVI would have given him (appendix 2.10).*

44. *We have insufficient data to determine whether Mr Vassallo was reimbursed the 90% and if reimbursed, who paid him however in Mr Vassallo's opinion he was due €1,300.50.*

45. *Kenneth Abela was also party to emails between Ivan Vassallo and a graphic designer called Ishmael Borg on 18 September 2015 in relation to company logos for both Eurybates and Gateway Solutions Limited. In our experience input over key issues such as the design of company logos is normally the preserve of business owners.*

46. *We therefore considered whether Kenneth Abela represented 'K' in the notes made in Mr Vassallo's diary on 9 July 2015, 2 February 2016 and 11 February 2016. However, we did not link Mr Abela to any of the other companies we consider were operating within the private ownership arrangement (i.e Technoline, MMXVI & Astromedic). [1697]*

1693 (13965.partial.emlx)

1694 (13965 partial.emlx)

1695 (Cheque and Bank Slip for share capital.pdf)

1696 (C_72304_00_1.pdf)

1697 (61076.partial.emlx)

47. *We consider Mr Abela's influence and knowledge of these important first steps for the company to have exceeded Mr Vassallo's. It was Mr Abela who had the greater awareness of the initial meeting with Nexia BT and Mr Abela who advised on which bank to use. It was also from Mr Abela that Mr Vassallo requested a cheque for 90% of the cost of incorporation. Mr Abela, like Mr Vassallo, will therefore have been aware that the identity of the persons behind the majority shareholding of 90% was being concealed from the Maltese Business Registry.*

48. *In short, Mr Abela rather than Mr Vassallo appears to have been the instigator of the formation of the company which suggests to us that he was acting as a facilitator of the start-up of the company on behalf of the private 90% owners. Mr Abela and Pierre Sladden met Brian Tonna in the offices of Nexia BT on 13 October 2015 however we did not discern what the meeting was about. [1698]*

49. *Karl Cini of Nexia BT created the abridged Articles of Association for the company on 15 September 2015. Mr Cini also acted as Nexia BT's MLRO for Eurybates and, in our view, wrongly assessed the risk of money laundering as low. [1699] [1700]*

Gene Malta JV

50. *On 20 September and 30 September 2015, Eurybates' lawyer, Dr Mark Simiana, sent Steve Carter and Ivan Vassallo versions of a draft agreement for the 'Gene Malta' JV between Eurybates and The Mediterranean Institute for Personalised Medicine Limited (TMIPM). [1701] [1702]*

51. *Eurybates was defined in the draft agreement as the "Second Partner" with a role as follows:*

    "By means of the present agreement, the Consortium is hereby engaging the Second Partner, which accepts and is thus undertaking to perform the following tasks and duties:

    (i) To procure and engage medical professionals for the performance of consultations, tests and other medical services of any form whatsoever, on those persons (the "patients") introduced or indicated to the Second Partner, by the consortium.

1698 [09_47_28.pdf - Page 377]

1699 [Articles of Association_abridged[7].doc]

1700 [Eurybates Limited.pdf]

1701 [19844[2].partial.emlx]

1702 [GENE MALTA.docx]

(ii) *To ensure that all such consultations are performed in accordance with the Tender and the Contract, as defined in the Joint Venture Agreement signed between the Second Partner and the Lead Partner on the _____ 2015, and with full respect and adherence to the best medical practice and the rights of the patients;*

(iii) *To provide the Consortium with the results of these services and with full access to any and all aspects of the execution of this Agreement.*

In return for the provision of these Services, the Second Partner shall be paid by the Consortium the sum of two Hundred Euro (€200) (inclusive/exclusive) of value added tax, for each and every patient."

52. *Steve Carter was one of TMIPM's directors and he, Kenneth Abela and Ivan Vassallo were in regular contact in relation to the JV between 18 September 2015 and 25 December 2015. [1703] [1704] [1705]*

53. *Ivan Vassallo created a document for the Gene Malta JV on 24 September 2015 entitled "Bringing Personalised to bear on the local Patient Care Pathways". Brian Tonna sent the document to Konrad Mizzi's Hotmail account on 12 January 2016 after Steve Carter had sent it to Brian Tonna and Anita Aloisio on 11 January 2016. [1706] [1707]*

54. *Based on our review of Eurybates' financial statements, invoices and bank statements, we found no evidence that the JV, which was the first activity of the company, proceeded or generated any income.*

55. *However, the relevance of Eurybates' association with TMIPM and Mr Carter, is that Mr Carter (and Mr Abela) were long-time associates of Keith Schembri. Mr Carter and Mr Schembri were involved in other health delivery related projects between 2014 and 2017 including:*

- *Synesis Ltd [1708] [1709] [1710] [1711] [1712]*
- *Impaqt Limited (appendix 3.90)*

1703 (259361.partial.emlx)

1704 (chat-741.txt)

1705 (The Mediterranean Institute for Personalised Medicine Limited FS 2016.pdf)

1706 (Bringing PM to Malta 1101028.pdf)

1707 (Bringing PM To Malta.docx)

1708 (281169.partial.emlx)

1709 (262764.emlx)

1710 (630655.partial.emlx)

1711 (595231.partial.emlx)

1712 (595453.partial.emlx)

- *Orama*
- *Acumen*
- *Thoughtzone*

Impaqt Limited

56. *Impaqt Limited was formed in May 2014 under the financing and control of Schembri's Kasco Engineering until August 2015 (i.e. weeks after the concession was awarded to VGH) when it apparently separated from Kasco The business was transferred to former Kasco employee John Comerford.*

57. *Impaqt Limited provided €102,000 of consultancy services to Eurybates between March 2019 and July 2020 (see appendix 3.77). This is significant because Schembri's Kasco Engineering provided finance of around €80,000 to fund Impaqt and the data reveals that Kasco was initially in control of the company.*

Private ownership

58. *It is our opinion that the identity of at least one of the true owners of Eurybates is apparent from what appears to be excerpts from Ivan Vassallo's Will. Therein Pierre Sladden is granted half of the shares in Eurybates upon Mr Vassallo's demise. (Please note the Will is written in Maltese so our interpretation of it should be agreed). [1713]*

59. *As of 31 October 2017, Gateway owed Eurybates €5,000. [1714]*

60. *Mr Vassallo also involved Mr Sladden during the process of Technoline's purchase which coincided with Eurybate's incorporation. Mr Vassallo and Pierre Sladden met with Nexia BT regarding the valuation of Technoline on 15 September 2015 and following Ivan's Vassallo response to Nexia BT's preliminary questions for the valuation process, Nexia BT staff (Luke Cann, Damian Psaila, Joanne Borg) confirmed to Ivan Vassallo they had started the valuation of Technoline. [1715] [1716] [1717] [1718] [1719] [1720] [1721]*

1713 [0ad73ff31B40f310e99c7b6e76bf7763f53feb6c.pdf]

1714 [38337.emix]

1715 [14072.partial.emix]

1716 [Yappton.docx]

1717 [List of questions 15092015.docx]

1718 [20413(3).partial.emix]

1719 [Nexia Gateway 5.docx]

1720 [Yapton RFP 878.pdf]

1721 [Engagement Letter – Valuation.pdf]

61. *Based on Ivan Vassallo's, Pierre Sladden's and Nexia BT's association with Eurybates and their respective involvements in the scheme to change the ownership of Gateway, it seems likely that the incorporation of Eurybates in September 2015 was a pre-emptive step in the wider plan to purchase Technoline. Notably, as discussed below, Technoline then became one of Eurybates major sources of income.*

62. *We rule out Steve Carter as a possible owner of Eurybates as his interest in the Gene Malta JV would have been reflected in TMIPM and he had no further involvement with Eurybates after 2015.*

63. *Kenneth Abela's connection to the company continued in November 2016 when he and Dr Mark Simiana emailed each other in relation to the company's agreement with Greek construction business, CERS Construction Engineers Ltd. [1722]*

Incorporation, VAT registration and address

64. *The Memorandum of Association and Articles of Association for the company were submitted to the Registry of Companies on 18 September 2015 and the company was incorporated on the same day. [1723] [1724]*

65. *On 22 September 2015, Roderick Mifsud of Nexia BT emailed Ivan Vassallo to confirm that Eurybates had been incorporated. Mr Mifsud informed Mr Vassallo he would get "back to you with regards to VAT and Tax Registrations". However, Mr Vassallo didn't apply for VAT registration until 9 months later in May 2016 when he applied for VAT numbers for both Eurybates and Gateway at the same time. [1725] [1726]*

66. *Eurybates had its first registered address at 99/2 Old Mint Street, Valletta (this being the address of lawyer Dr Mark Simiana). Later it was registered at Ivan Vassallo's residence at Ella Court, Apart. 5, Vjal ir-Republika, Hal Gharghur as per Mr Vassallo's instruction to Mario Gatt on 21 August 2017. A small number of invoices after February 2020 also refer to an address at Vincenzo Busuttil Street, L'iklin. [1727] [1728] [1729] [1730]*

Overview of activity from May 2016

1722 [6314.partial.eml]

1723 [Certificate of Registration(9).pdf]

1724 [20150918_M&A.pdf]

1725 [14071.partial.eml]

1726 [56872(2).partial.eml]

1727 [Invoice SEU SIR 250220 MT VAT.docx]

1728 [Chat-742.txt]

1729 [C_72304_01_2PREVIEW.pdf]

1730 [Messages (2).pdf - Page 10816]

67. *Eurybates did not trade from its incorporation in September 2015 until a first sales invoice dated 25 May 2016 was raised on 8 June 2016 by Ivan Vassallo. It is possible that the delay between incorporation and the start of trading was because Eurybates had no other projects in its pipeline other the Gene Malta JV or was an indirect result of Gateway's delay in the acquisition of Technoline.*

68. *Eurybates' first invoice was raised to Technoline for €78,650 + VAT. Somewhat unusually, the invoice description includes reference to "Radiotherapy Project Management for Ergon Technoline J.V. at Sir Anthony Mamo Oncology Centre (SAMOC) 2012 – 2015" meaning that this invoice was raised in June 2016 for work that had supposedly been ongoing from 2012. In keeping with all of Eurybates invoice, there is no indication on the invoice of who completed the technical consultancy on behalf of Eurybates. [1731]*

69. *Eurybates' company logo on its sales invoices includes the phrase "Biotechnology for the future" and when applying for VAT registration in May 2016, Mr Vassallo informed Bernard Attard of the Ministry for Finance, VAT Department: [1732]*

    "Eurybates Ltd is primarily intended to offer Biotechnology Consultancy and Project Management of both a technical and business nature. It may also be involved in the sale of products related to biotechnology."

70. *In the same email, Mr Vassallo also informed the VAT department that Gateway intended to participate in Government Tenders within the Healthcare and Educational markets. We consider neither of Mr Vassallo's representations to the VAT department were accurate.*

71. *As demonstrated by its invoices, Eurybates' actual activity which generated around €1.9M in turnover comprised construction and IT related consultancy for its four key customers. The activities for the four customers are considered later in this appendix.*

72. *Following two to three years of this highly profitable consultancy, Eurybates purchased three properties. Mario Gatt confirmed to Mariella Stivala of BOV in July 2020 that the properties were in the finishing stages and would become rentals by the end of 2020. He also confirmed they were bought without finance. [1733]*

Financial review

1731 [invoice 001516.v3docs.docx]

1732 [56872(2).partial.emlx]

1733 [RE RE .msg]

73. *Our analysis of the financial statements is set out in appendix 3.75. Our analysis of Eurybates' bank account and invoices are set out in appendices 3.76 and 3.77.*

74. *We did not receive records from the company accountants & auditors, Marjoe Muscat, so our financial review is limited in that respect. Emails between Nexia BT staff suggest that the audit and accounts process were assigned to Marjoe Muscat in mid-2017 before the first set of accounts had to be submitted to MFSA. [1734]*

75. *As can be seen from our analysis of the financial statements the company's turnover significantly increased after the year ended 31 March 2018. Up to that point the company's only customer was Technoline but in 2019/20 sales invoices were also raised to the Ergon Technoline JV, Sirimed and CERS. This activity not only greatly increased turnover but generated substantial profit for the company during the year ended 31 March 2019. This is turn allowed a significant cash sum to accumulate, several properties to be purchased and loans of over €250,000 to be made to Ivan Vassallo.*

76. *We did not locate financials for any period after the year ended 31 March 2019. However, our analysis of the company bank statements for 2019 to 2024 (appendix 3.76a & 3.76b) demonstrates that sales receipts from Technoline, Ergon Technoline JV, Sirimed and CERS continued up until January 2024 suggesting that the very profitable consultancy services continued.*

Income analysis

77. *Eurybates was registered for VAT on 3 June 2016 under VAT registration number MT23373713. Gateway Solutions Limited was registered for VAT on the same date under VAT registration number MT19977425. [1735] [1736]*

78. *On 3 June 2016 Ivan Vassallo prepared the first sales invoice for €78,650 + VAT to Technoline which he dated 25 May 2016. [1737]*

79. *Mr Vassallo emailed the invoice from his Eurybates email account to Technoline's CFO, Mario Gatt, on 3 June 2016. Mario Gatt forwarded it on to Mr Vassallo's Technoline email address on the same day for Mr Vassallo's approval. Thus, Mr Vassallo was to approve his own company's invoice within Technoline. Mr Vassallo also sent Mr Gatt a revised version of the invoice on 8 June 2016. [1738] [1739]*

1734 [message.body - Re Eurybates LTD-0.msg]

1735 [56872[2].partial.emlx]

1736 [2362_001.pdf]

1737 [invoice 001516.pdf]

1738 [121180.partial.emlx]

1739 [52165[1].partial.emlx]

80. *This single invoice of €78,650 + VAT to Technoline accounted for the entire turnover declared in the financial statements in the period to 31 December 2016. Thus, the company had no sales between its incorporation on 18 September 2015 and the first invoice dated 25 May 2016. [1740]*

81. *Reno Zammit of Nexia BT emailed her colleagues on 30 May 2017 in relation to the first year of trading: [1741]*

    "Eurybates Ltd was incorporated in Sept 2015. Please give me your quote for audit, tax and AR services for period of 16 months ending 31st Dec 2016, keeping in mind that only 1 consultancy fee invoice of €72K was issued and practically no overheads/expenses incurred except for our fees. Around 50 payments were done, but I understand that these were all personal payments of Ivan."

82. *High value consultancy work being done without any related cost/ overhead in terms of for example labour cost is in our opinion a red flag for money laundering.*

83. *For the next accounting period (year ended 31 December 2017), we identified only one sales invoice. This was also to Technoline but for €116,950 + VAT. Although the invoice was dated 11 January 2017 it was created and last modified on 25 May 2016 which is the same date Mr Vassallo prepared the previous years invoice. [1742]*

84. *As shown in our analysis of the company bank account (appendix 3.76a), the only source of lodgements in the year was from Technoline.*

85. *For the majority of the year ended 31 December 2018 Technoline remained Eurybate's only customer until a first invoice to the Ergon Technoline JV was raised on 7 December 2018. During the year ended 31 March 2019 Sirimed & CERS Constructions also became significant customers.*

86. *Our analysis of the company bank statements (appendix 3.76a) reveals that between 8 February 2016 and 20 July 2020 the company received the following payments from the four customers:*

Customer	**Receipts inc VAT €**
Sirimed SRL	*804,900*
Technoline Ltd	*664,001*

1740 (Audit 2017.pdf)

1741 (message.body - FW: Eurybates – Ivan Vassallo.msg)

1742 (Invoice 001516.pdf)

Ergon (Ergon Technoline JV)	*400,389*
CERS Construction SA – receipts Jan to Dec 2020	*302,889*
Salfo SA and Ado SA	-
	2,172,179

87. *We have further analysed the Eurybates bank account between 2021 and 2024 in appendix 3.76b. This reveals that the payments from a number of the same customers continued during those years as follows:*

Customer	***Receipts inc VAT €***
Technoline Ltd	*536,944*
Ergon (Ergon Technoline JV)	*167,219*
CERS Construction SA	*36,131*
	740,294

88. *Whilst we consider that these receipts were also most likely kickbacks we did not obtain other evidence from that period in the form of invoices etc to support this. We have therefore separately identified these payments in appendix 3.76b.*

Description of services shown on invoices and contracts

89. *Below we discuss the nature of the services supposedly provided to each of the four customers as described on the company's sales invoices and as set out in various contracts. In a later section of this appendix, we have considered what personnel Eurybates employed to deliver the services described.*

Sirimed SRL

90. *A relationship existed between Eurybates and Italian construction business, Sirimed SRL in connection with the Barts Gozo Design & Build construction contract awarded by Stewards to Sirimed in 2018. We have prepared a detailed narrative on Sirimed in appendix 2.60 and 2.60A. In total, Eurybates received five payments from Sirimed SRL totalling €804,900 between August 2019 and March 2021 (see appendix 3.76a).*

91. *The first payment for €277,300 (€235,000 + VAT) was received on 12 August 2019. Mr Vassallo prepared an invoice dated 30 July 2019 but a week later changed the date to 30 June 2019. Both versions of the invoice gave a one line description of the service provided to Sirimed*

which read "Professional services rendered during quarter 1 2019". [1743] [1744] [1745]

92. *At this stage the only description of the work supposedly carried out was as per the one-line description detailed on the invoice. However, on 20 August 2019, Mr Vassallo prepared a spreadsheet which broke down the professional services into ten tasks. Mr Vassallo recorded the tasks as have been carried out between March 2018 to date (August 2019) meaning that Eurybates was supposedly waiting to be paid for the initial tasks undertaken in March 2018 for almost 18 months. That seems to us to have been an uncommercial element to the relationship and more so when it is considered that Stewards had begun to make contract payments to Sirimed from May 2018.*

93. *In our opinion Mr Vassallo's descriptions of the work done comprised pointedly spurious tasks linked to Steward Healthcare International's construction project(s). The apportionment of the total value of €235,000 between tasks was on a subjective "effort" basis. For example, the first task of facilitation of meetings was considered to have taken 8% of the effort and so the cost of this part was calculated as €18,800 (€235,000 x 8%): [1746]*

"Facilitation of meetings between Sirimed Srl and Steward Healthcare International - €18,800

Vetting and validating the contract between Sirimed Srl and Steward Healthcare International – €11,750

Assisting Sirimed Srl with setting up their Maltese operation - €11,750

Assisting Sirimed Srl and Tecnostrutture Spa to formulate their final contract proposal - €23,500

Assisting Sirimed Srl with taking over from previous contractor and with change of Architect of record - €16,450

Sourcing and liaising with local suppliers for Sirimed Srl - €58,750

Ensuring that project progress milestones were reached - €58,750

Liaising with Steward Healthcare International local managers in support of Sirimed Srl

Facilitating the total refurbishment of the building that became the Anatomy Centre in just two months - €11,750

1743 [Invoice EU SIR 073019.docx]

1744 [Invoice EU 063019 MT VAT.docx]

1745 [Amended Invoice No. 300619.msg]

1746 [Breakdown of Eurybates – Sirimed Dues.xlsx]

Bridging the culture and communication gap between the parties - €11,750"

94. *The "International local managers" may include Asad Ali who was named as "Business Development Director" in a document dated 20 June 2018. [1747]*

95. *Thus, in Mr Vassallo's view, for its first invoice to Sirimed, Eurybates had been paid almost €235,000 + VAT for acting as a facilitator between Sirimed and Stewards in connection with Sirimed's new healthcare construction project in Malta/Gozo.*

96. *We found two separate agreements governing the relationship. The first service agreement dated March 2018 is signed by Sirimed CEO, Giuseppe Rifici and Ivan Vassallo. Mr Rifici and Mr Vassallo were also partners in Maltese company, Siriline Limited (appendix 2.61). [1748]*

97. *The agreement sets out that the parties (Eurybates and Sirimed) are experienced in local and international projects executed in the construction sector including hospitals, and that Steward Healthcare International is interested and wishes to construct a Medical School and associated buildings for Barts Medical School on the Gozo General Hospital Campus ("the project"). Furthermore, the agreement states:*

"Whereas the Parties wish to combine their efforts and cooperate on an exclusive basis according to the laws and regulations of the Republic of Malta, for the specific purposes of preparing and submitting an offer for the project and if awarded to perform the relevant contract"

98. *The agreement goes on to state that Sirimed appoints Eurybates as its local agent and sets out Eurybates's duties which include facilitation of meetings with Steward Healthcare International, vetting and validating contracts, sourcing local transport and accommodation for workforce etc. We note that the same tasks are referred to in Eurybate's invoices to Sirimed (appendix 3.77).*

99. *However, in our opinion, the substance of the agreement comes in the final clause which reads:*

"Sirimed agrees to pay Eurybates 5% of the value of the contract, payable in the last quarter of the project against official invoices"

100. *In other words, Eurybates was set to receive 5% of the value of the design and build work done under contract on the Barts Medical School. Under this arrangement Stewards would pay Sirimed under a contract valued at over €15M + VAT and Sirimed would in turn pass 5% to Eurybates.*

1747 [A45f70f6-eced-4509-8d92-8cb6680a1632.pdf]

1748 [doc00002720210421090455.pdf - Pages 1 & 2]

101. *The second agreement between Eurybates and Sirimed is dated 5 September 2018 and is referred to as the "partnership agreement" Ivan Vassallo prepared the agreement on 21 July 2018 with versions in English and Italian. This agreement is general and does not specify any substantive details of the relationship. The following generic term is included without indicating the financial rewards to Eurybates of same: [1749] [1750]*

    "The Company hereby appoints the Local Partner as its exclusive and sole Partner for performing in the territory and upon the terms and conditions contained under this Agreement. Any and all services and activities necessary to assist the Company to obtain and procure revenue generating services as offered by the Company".

102. *Eurybates invoiced Sirimed almost €780,000 + VAT between June 2019 and February 2020 with invoiced amounts ranging from €95,000 + VAT to €235,000 + VAT (appendix 3.77). Ivan Vassallo sent the invoices to Guiseppe Rifici and Natale Inturri of Heva Management and when payment was overdue Ivan sent emails to collect the amounts due directly to the Sirimed CEO Mr Rifici, rather than someone in Sirimed's accounting department. [1751] [1752]*

103. *In our opinion the contents of the invoices cast further doubt on the validity of Eurybate's role e.g. invoice 081519 dated 15 August 2019 for €116,500 + VAT contains vague descriptions of various services which again appear contrived in order to justify/inflate the invoice to a pre-arranged value. For example, the invoice includes charges for 80 "Local Transport" and 80 "Local accommodation" at a rate of €150 per unit and 60 "Hire of Plant" and 60 "Health & Safety Liaison" also at €150 per unit. [1753]*

104. *Other invoices simply refer to "professional services rendered during the quarter" without giving any detail on the nature of the professional services or who they were provided by e.g. invoice 041119 dated 11 April 2019 for €95,000 + VAT [1754]*

105. *Indeed, despite the content on the invoices alternating between basic descriptions without any details and detailed descriptions which appear contrived to justify an invoice total, it is our opinion that the invoices are not based on the value of work done by Eurybates for Sirimed, but rather on the value of work done by Sirimed for Steward in connection with Barts Medical School.*

1749 [doc00002720210421090455.pdf - Pages 3-7]

1750 [Partnership Contract[4].docx]

1751 [Invoices.msg]

1752 [Fw Invoice No 041119-0.msg]

1753 [Invoice 4 EU SIR 083019 MT VAT.pdf]

1754 [Invoice EU SIR 041119 MT VAT.pdf]

106. *We note the total amount invoiced by Eurybates to Sirimed of €780,000 + VAT is approximately equivalent to 5% of the contract value (€15,000,000 + VAT) agreed by Sirimed with Stewards Healthcare International for the Barts Medical School plus 5% of the contract value for the Anatomy Centre (€935,000). [1755]*

107. *We did not identify any individual within Eurybates' employment (other than the believed concealed owner Pierre Sladden) who had the necessary qualifications or experience to deliver the professional services seemingly rendered to Sirimed. The identities of those supposedly providing the service are not shown on the invoices or discussed in emails.*

108. *Based on all of the above, in our opinion, all monies paid by Sirimed to Eurybates likely represented the proceeds of a procurement fraud (contract skimming at 5%) whereby the concealed owners of Eurybates were receiving illegitimate payments for their role in securing the contract with Sirimed SRL. There is no suggestion in the documents we have reviewed that senior officers in Stewards were aware of the relationship between Sirimed and Eurybates.*

<u>Technoline</u>

109. *Ivan Vassallo prepared a service agreement between Technoline and Eurybates on 4 April 2019 which he backdated to 7 December 2017. The backdated agreement refers to Eurybates providing "medical and administrative consultancy" to Technoline, and the parties coordinated efforts in relation to Technoline's submission "for the modernization, upgrading and servicing of the Radiotherapy Treatment Planning Systems at SAMOC Mater Dei Hospital". [1756]*

110. *The agreement sets out that Eurybates will give Technoline a) administrative support, b) advise on the subject of Health Planning, c) provide the necessary expertise to facilitate operator training and facility handover, d) interface with subcontractors to ensure congruence of materials and processes and e) all the support necessary. The contract also indicated that Eurybates would act as an interface between Technoline and other involved third parties.*

111. *The service agreement states that the fee due to Eurybates from Technoline shall not be more than €28,000 (excluding VAT) per month to be invoiced on a quarterly basis. Accordingly, and seemingly on foot of this backdated agreement, Eurybates invoiced Technoline nine amounts of €75,000 + VAT per quarter from February 2018 onwards (see appendix 3.77).*

1755 [Sirimed - Variance.xlsx]

1756 [Eurybates Technoline Agreement.docx]

112. *Each quarterly invoice for €75,000 + VAT (appendix 3.77) used the same technical description of services rendered namely:*

"Monthly service support for Treatment planning systems including software and hardware maintenance, data back-up and 24/7 call-out service for the following systems installed at SAMOC and MITA (July-September, 2018), XiO x 4, Monaco x 4, ABAS x 2, Monaco Sim x 15, Direct Access x 2, Multivue x 7, Storage systems and Media (SAN + Tape back-up)"

113. *Essentially, Eurybates was invoicing Technoline at a rate of a round sum €25,000 + VAT per month for medical IT service support.*

114. *The first Technoline invoice dated 25 May 2016 for €78,650 + VAT refers to 8 tasks including "Radiotherapy Project Management for Ergon Technoline JV 2012-2015" and various other tasks connected to the Sir Anthony Mamo Oncology Centre and Mater Dei Hospital. [1757]*

115. *We did not identify any individual within Eurybates' employment to have the necessary qualifications or experience with which to deliver the high value IT services apparently rendered to Technoline. The identities of those supposedly providing the service are not shown on the face of the invoices or discussed in emails.*

Ergon Technoline JV

116. *The Ergon Technoline JV is a subcontractor in the Barts Medical School construction project.*

117. *We identified Eurybates sales invoices valued at €391,735 + VAT to Ergon dated between 7 December 2018 and 21 January 2020 (appendix 3.77) for which Eurybates received payments of €400,389 between 29 March 2019 and 5 February 2021.*

118. *Ivan Vassallo prepared a service agreement on 5 February 2019 between Ergon Projects Limited and Eurybates which he backdated to 7 December 2018. This agreement also refers to Eurybates providing "medical and administrative consultancy" to Ergon, and the parties coordinated efforts in relation to Ergon's tender in relation to the "Design and Build of the Paola Primary Healthcare Southern Regional Hub". [1758]*

119. *Mr Vassallo sent the agreement to Gilbert Gatt of Inso on 10 June 2019. Inso are an Italian construction business which specialise in healthcare projects. They had a reliance agreement with Ergon whereby Inso*

1757 [Invoice 001516.v3.pdf]

1758 [Eurybates Ergon Agreement.docx]

agreed to provide all the required resources and capabilities lacking from Ergon in connection to the Paola Regional Hub. [1759] [1760]

120. *The agreement sets out that, identical to the Technoline agreement, Eurybates will give Ergon's JV with Technoline a) administrative support, b) advice on the subject of Health Planning, c) necessary expertise to facilitate operator training and facility handover, d) interface with subcontractors to ensure congruence of materials and processes and e) all the support necessary and act as an interface between Ergon's JV and other involved third parties*

121. *The agreement also states that the fee due to Eurybates from Ergon shall not be more than €22,000 (excluding VAT) per month to be invoiced monthly. However, the invoices raised exceeded that limit in most instances as Ergon was invoiced fourteen amounts ranging from €17,775 + VAT to €31,775 +VAT between December 2018 and January 2020 (see Appendix 3.77)*

122. *Each invoice refers to the provision of the same three services namely administration support, purchasing meetings and back office administrative support and each invoice also refers to a unit price of €153.48 and "quantity" which we expect refers to a rate per hour and the hours supposedly performed by Eurybates on behalf of Ergon. These invoices suggest therefore that Eurybates was providing between 116 and 230 hours of labour per month to Ergon during 2019 or on average 170 hours per month, which is equivalent to approximately one full time person.*

123. *As in the case of sales to Sirimed and Technoline, we did not identify the person(s) within Eurybates that supposedly provided the service to the Ergon Technoline JV.*

    a. *Gilbert Gatt emailed Ivan Vassallo on 3 October 2019 asking him to align the invoices issued as per the monthly payment that Mr Gatt was required to make. [1761] 1762]*

CERS Construction

124. *A financial relationship existed between Eurybates and CERS Group (CERS Construction SA) in connection with CERS surveying of quarry voids in Malta and Gozo. We have prepared a detailed narrative on CERS Group in appendix 2.100.*

125. *In September 2019 the CERS Group was awarded the contract to survey the Malta and Gozo quarries by the Maltese Environment & Resources*

1759 [Eurybates Technoline Agreement.docx]

1760 [Eurybates – Ergon Agreement.docx]

1761 [242481.partial.emlx]

1762 [Eurybates.xlsx]

Authority ("ERA") [1763] dated 20 Sep 2019). On 20 September 2019 this information was imparted by CERS to Ivan Vassallo [1764] dated 20 Sep 2019) who in turn forwarded it to Mariello Spiteri at the Europe Market Development Program. By 30 September 2019 CERS submitted its Technical Report to the ERA regarding the quarry survey and cc'd Ivan Vassallo into the email. [1765]

126. *The question this raises is what experience did Eurybates have in relation to the works necessitated and identified in the Quarry Survey presented to the ERA. Eurybates supposed business role was to provide "medical, logistical and administrative consultancy and services". It is our opinion that undue influence may have been brought to bear in order to secure the contract. Evidence of this is found in the agreement struck between Eurybates and CERS wherein it is stated "The Parties co-ordinated their efforts and resources to successfully bid for an accelerated service projects issued by the ERA for eth full survey of all quarry voids in Malta and Gozo on the 19 September 2019" [1766]. It is possible that with Ivan Vassallo's government connections the process was accelerated in CERS favour and therefore to the advantage of Eurybates. However, no evidence of this has been discovered.*

127. *We found various drafts of an agency agreement governing the relationship between Eurybates and CERS. However, Ivan Vassallo first referred to an Agency Agreement in a Whatsapp message to Kenneth Abela on 22 November 2016 [1767]. He stated that the Agency Agreement would be:*

    1. *All activities in Malta*
    2. *All local costs will be part of the cost base (will not come from the profits)*
    3. *Agency commission will be a percentage of the profit*

128. *The first agreement drafted by company lawyer, Dr Mark Simiani on 30 November 2016 is a general agreement between Eurybates and CERS Construction Engineers Ltd in which CERS appoints Eurybates as its exclusive agent for Malta. Clause 6 states that CERS will pay to Eurybates an unspecified percentage commission on the profits generated by the sales concluded by virtue of the agent's activity. [1768]*

129. *Dr Simiani sent the agreement to Kenneth Abela on 30 November 2016 and on 1 March 2017 Ivan Vassallo sent the draft Agency Agreement to*

1763 [Quarry Surveys (CERS Group).msg]

1764 [Fwd Quarry Surveys (CERS Group).msg]

1765 [Technical Report – Quarry Survey.pdf]

1766 [Eurybates CERS Quarry Agreement.docx]

1767 [chat-1798 – Pages 17 & 18]

1768 [CERS-Eurybates.docx]

Athanasios Mandelos, Director, CERS Construction Engineers Ltd [1769] [1770]

130. *On 13 March 2017 Mr Abela enquired on progress from Ivan Vassallo to which Ivan replied in Maltese: [1771]*

"Qieghed ghandhom biex jarah l avukat. irridu niddieciedu percentage wkoll"

131. *We take this to mean that the agreement was still with CERS' lawyer and that the [commission] percentage was still to be agreed. Mr Abela was still involved with the company at this point and was still answerable to Mr Vassallo on important matters such as this contract.*

132. *Ivan Vassallo sent an updated version of the Agency Agreement dated 22 May 2017 to Athanasios Mandelos of CERS. [1772] [1773]*

133. *Clause 6 records that, similar to Sirimed, CERS will pay Eurybates a commission of 10% (excluding VAT) of the profits generated by sales concluded by Eurybates.*

134. *A later agreement dated 25 September 2019 and signed by Maria Victoria Vassallo [1774] sets out that Eurybates will be assisting CERS with logistics and equipment maintenance in performing the contract entered into with ERA (Environment & Resources Authority) regarding the surveying of quarry voids on Malta and Gozo. Clause 3 states that the fee due to Eurybates from CERS shall not be more than Euro 0.37 per square meter of voids surveyed (ex VAT).*

135. *Three invoices totalling €287,306 + VAT were raised to CERS Group on the same day, 19 November 2019 (see Appendix 3.77) e.g., invoice 191219 dated 19 November 2019 for €161,996.73 + VAT. The invoice lists quantities of various individual line items all of which are charged at a rate of €0.37 per unit [1775]. The invoices were paid from CERS Malta Limited by instalments of €20,000 from January to December 2020 (see Appendix 3.76a).*

136. *For example, there is a charge for 36,860.8 "HM28" at €0.37 per unit and a further 10 categories of cost comprising some 437,829 units of "HM" and each charged at €0.37 per unit. Therefore, this invoice and the other two similar invoices to CERS are based on the value of work*

1769 [75845 partial.emlx]

1770 [53653 emlx]

1771 [53653.emlx]

1772 [133478.partial.emlx]

1773 [CERS-Eurybates Agency Agreement 22052017.docx]

1774 [2241_001[2795].pdf]

1775 [2397_001.pdf].

invoiced by CERS to its customer rather than the value of work done by Eurybates.

137. *Phone messages between Ivan Vassallo and Mario Gatt on 16 October 2019 confirm that the relationship between CERS and Eurybates was not that of an arm's length trading relationship [1776] NB all messages are in Maltese and our translation will need to be agreed:*

138. *Ivan commented:*

CERS (Greeks) need to open a bid bond and do not yet have a guarantee facility. I would like to give them a loan to have cash collateral but I didn't want to appear with their bank. So I think we pass the money to Marjoe and he then lends it to them. What do you think? This is for a new tender'

139. *Mario Gatt replied:*

'Marjoe will not play ball I think - what's the value ?'

140. *To which Ivan Vassallo responded:*

'60k' 'MICAS tender bid bond' 'Marjoe is their auditor'

141. *Mario Gatt replied:*

'For how long will it be tied?'

142. *To which Ivan Vassallo replied:*

'A few days until they get paid for the quarry surveys'

143. *Later Ivan Vassallo commented:*

'you were right it seems' 'Is there a way we can assist them (and us) without appearing to be connected to them?'

144. *Mario Gatt said in reply:*

'not without showing connection really' 'dimitri called re g'tee - do you want to do from Eurybates .. i mean, just send the funds to them?'

145. *Ivan Vassallo responded:*

'But that will show a connection. Perhaps it might be better if we do it via Encore... at least there is a filter'

146. *Clearly Eurybates, with an agreement entitling it to 10% of CERS Maltese projects income, had a vested interest in CERS having sufficient collateral to fulfil the tender guarantee. We suspect that Mr Vassallo did not want Eurybates name to appear on the CERS bank account so as to*

1776 [Messages.pdf]

QORTI TAL-MAĠISTRATI (MALTA)
COURT OF MAGISTRATES (MALTA)

Vol 5

vla 6

all

AĠISTRAT tal-Maġistrati (Malta)
Maġistrat Dr. Gabriella Vella LL.D

agistrate

Procès-Verbal

dwar
regarding

~~l-Atti ta' l-Inkjesta dwar ir-Rikors Ġuramentat ta' Marion Pace Asciak, detentriċi tal-Karta ta' l-Identità bin-~~
lumru 315654(M), Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), Vicki Ann remona, detentriċi tal-Karta ta' l-Identità bin-Numru 421080(M), Simon Sansone, detentur tal-Karta ta' l-dentità bin-Numru 33276(M), Pia Zammit, detentriċi tal-Karta ta' l-Identità bin-Numru 219368(M) u manuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 560176(M) f'isem "Repubblika", assoċjazzjoni eġistrata bħala persuna ġuridika mar-Registratur għal Persuni Ġuridiċi, ippreżentat fit-13 ta' Mejju 2019 uddiem il-Maġistrat Dr. Claire L. Stafrace Zammit u degretat fit-18 ta' Lulju 2019 u dwar ir-Rikors għall-*in enere* ta' Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 0560176(M) u n-Nutar Dr. Robert quilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), f'isem Repubblika organiżżazzjoni reġistrata iar-Reġistratur għal Persuni Ġuridici bl-ittri "L" "P" "A" u numri wieħed tnejn tnejn (LPA-122) u mal-ummissarju għall-Organiżżazzjonijiet Volontarji bl-ittri "V" "O" u numri wieħed sitta sebgħa zero (VO 1670) ppreżentat quddiem il-Maġistrat Dr. Dorren Clarke u minnha ddegretat fis-6 ta' Novembru 2019 u lterjorment iddegretat mill-Qorti Kriminali fid-29 ta' Novembru 2019.

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ta tal-Procès-Verbal 25 t' April 2024
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give the appearance that the relationship between the two companies was strictly at arm's length. This would have been compromised if Eurybates were to make a significant loan of €60,000 to CERS for the tender guarantee.

Salfo SA and Ado SA

147. *In June 2017 Eurybates also entered in a joint consultancy agreement with two further Greek businesses called Salfo and Associates SA and Ado SA [1777] [1778] Athanasios Mandelos the Director of CERS Construction Engineers Ltd was also the Vice President of Ado. [1779]*

148. *The agreement refers to Eurybates acting as a consultant for Salfo and Ado which would together form a JV in which a joint bid would be submitted to the Department of Contracts of Malta, for the provision of services for the "Project Management and Technical Supervisory Services for the Paola Primary Health Care Southern Regional Hub Project". The agreement also notes that:*

    "the consultant is specialised in the provision of business information services to international companies participating in public or private procurement procedures..."

149. *Clause 2 records that, similar to both the Sirimed and the initial CERS agreements, Eurybates would receive commission of 10% (ex VAT) except in this agreement the commission was to be based on the total profits of the JV between Salfo / Ado.*

150. *We did not identify any income flowing to Eurybates in connection with this health project related agreement. However, we found a draft (and backdated) agreement prepared by Ivan Vassallo between Salfo and Ado and Encore Trading Limited which mirrors the Eurybates agreement. We have discussed this in appendix 3.78.*

GP Borg Group

151. *In an apparent departure from its technical consulting roles for its four main customers, in May 2020 Eurybates prepared a quotation for the supply of steel, concrete, glazing and doors to GP Borg Group valued at €4.25M. The materials were to be supplied in relation to the construction project at the Malta International Contemporary Art Space (MICAS). [1780]*

1777 [51204(1).partial.emlx]

1778 [2521_001.pdf].

1779 [4896(1).partial.emlx]

1780 [MICAS GP Borg.pdf]

152. *This was a very large supply deal which had it proceeded would have represented more turnover (and profit) for the company than all other contracts since its incorporation 5 years earlier.*

Expenditure analysis

153. *Our analysis of withdrawals from the company bank account is in appendix 3.76a and 3.76b. A major part of the company's expenditure was paid by cheque (€1.7M). We have not had sight of the copy cheques to verify the nature of this major outflow from the business. [1781]*

154. *Major outflows from the business included property purchases (€282K), VAT (€200k) and vehicles (€106K) including the purchase of a Landrover Discovery and a €27,000 cancellation fee for the rental of a Jaguar F-Pace car. As at 31 July 2020 the balance in the company bank account was €500K although this reduced. [1782] [1783]*

155. *We also noted other relevant expenditure to Technoline (€44K), Encore Trading Limited (€23K) and Impaqt Ltd (€10K).*

Eurybates staff / personnel

156. *Eurybates employed a small number of staff which appeared to primarily comprise Mr Vassallo, Mr Gatt and members of the Vassallo and Sladden family.*

157. *Our examination shows that these individuals were paid the following amounts in the period December 2017 to June 2021:*

	€
Mr Ivan Vassallo	*143,316*
Redmap Projects	*141,300*
Mrs Noella Sladden	*70,086*
Mr Valerio Camilleri	*69,674*
Mr Mario Gatt	*53,787*
Ms Rebecca Vassallo	*28,048*
	506,211

1781 [Statement – 40023857973 (01.01.17 – 31.12.19.pdf]

1782 [car 2018.pdf]

1783 [alpine.pdf]

158. *In addition Mr Vassallo received loans totalling €254,964 up to 31 December 2019 and additionally in his role as Director, Mr Vassallo extended a loan to his wife Maria. [1784] [1785]*

Property purchase and development

159. *Following two to three years of highly profitable consultancy, Eurybates purchased three properties. Mario Gatt confirmed to Mariella Stivala of BOV in July 2020 that the properties were in the finishing stages, would become rentals by the end of 2020 and were bought without finance. [1786]*

160. *The properties purchased were:*

Address	Date	€ Purchase Price	Document(s)
204 Lily Court, Triq il-Brighella,	17/12/18	56,750	[] []
14 Bastion Court, Triq Am-Valpera	10/10/19	170,000	[] []
Siracusa, Sicily	07/07/20	55,000	[]
		281,750	

204 Lily Court

161. *Marlene Axiaq of J Portelli Projects sent Ivan Vassallo various plans and documents regarding Lily Court on 14 December 2018 [1787]*

Bastion Court

162. *Eurybates purchased Bastion Court on 10 October 2019. In an email exchange between Ivan Vassallo and Mario Gatt dated 30 September 2020 Mr Vassallo instructed Mr Gatt to pay two out of three orders from C.Grech Marbles Ltd for work done at Bastion Court [1788]*

163. *Initially, Mr Vassallo asked Mr Gatt to pay for the penthouses (€3,455) and Flat 15 (€370) but not for Flat 14 (€717) but later on the same day Mr Vassallo amended his instruction to Mr Gatt to pay for the penthouses (€3,455) and Flat 14 (€717) and not to pay for Flat 15 (€370). [1789]*

1784 [TB after adjustments-MSI.pdf]

1785 [IV and MV Loan Agreement 040918.docx]

1786 [RE RE .msg]

1787 [196351 partial and attachments].

1788 [FW orders.msg]

1789 [Re FW orders msg]

164. *We note the order documents for the penthouse and Flat 14 are marked "Vassallo" and for Flat 15 it is marked "Schembri" with a phone number of "7939 8724". We did not link Flat 15 or this telephone number to Keith Schembri or his family. However, we note that the orders numbers from C Grech Marbles Ltd (5026/5027) for Flat 14 (Vassallo) and Flat 15 (Schembri) immediately follow each other which suggests that C Grech Marbles Ltd took the order for work in these two apartments at the same time. Therefore, the work done in the two apartments may be connected in some manner other than simply by their address. [1790]*

165. *C Grech Marbles Ltd sent Mario Gatt an invoice for €3,455 and €717 on 1 October 2020. [1791] [1792]*

Siracusa, Italy

166. *In relation to the property purchased in Sicily, Mario Gatt emailed Ivan Vassallo on 13 January 2020 [1793]:*

"Ivan, with your permission can I take some funds from Eurybates re 2019 to use for possible purchase of Sicily house?"

167. *Mr Vassallo approved the purchase the next day simply stating "Of course, go ahead" without making any enquiry as to the nature of the property or the potential purchase price. Mr Vassallo's lack of enquiry from Mr Gatt in relation to a major purchase from company funds appears very unusual to us.*

Valerio Camillieri

168. *Eurybates employed Mr Valerio Camillieri as a construction / property development manager at a rate of €5,000 per month from 1 January 2020. An employment contract refers to Mr Camillieri as a "principal advisor and manager in several turnkey projects that will be undertaken by Eurybates Ltd or it's associates". [1794] [1795] [1796]*

169. *In May 2020 Mr & Mrs Schembri were in contact with a "Valerio" in relation to the price of doors supplied by Construct Furniture. [1797]*

170. *Mr & Mrs Schembri and Mr Schembri's personal assistant, Kenneth Azzopardi, were in contact in relation to their development of the*

1790 [doc00303820200516165632.pdf]

1791 [Fw orders.msg]

1792 [doc00440720201001165810.pdf]

1793 [Re Eurybates.msg]

1794 [2345_001.pdf]

1795 [268592.partial.emlx]

1796 [Eurybates Employment Agreement 01122019.docx]

1797 [788397 partial.emlx]

"Compass Apartments" during 2019 and 2020. On 25 May 2020 Mrs Schembri enquired: "Anyone chase Valerio?" [1798]

171. *In June 2014, Valerio Camilleri was involved with the provision of boardroom chairs at the Ministry of Energy and Health. Mrs Schembri alerted her husband to an issue with the chairs. [1799]*

172. *Mr Vassallo communicated with Mr Camilleri using Whatsapp. Mr Camillieri and Pierre Sladden are also associates. [1800][1801] [1802][1803]*

Impaqt Limited

173. *Impaqt (appendix 3.90) was formed in May 2014 under the financing and control of Keith Schembri's Kasco Engineering. This coincided with when Schembri and his associates launched the whole PPP concept and it billed €370k to the hospitals prior to the concession being awarded. Kasco was in control of Impaqt until August 2015 – i.e. weeks after the concession was awarded to VGH when it apparently separated from Kasco.*

174. *Impaqt provided consultancy services to Eurybates between March 2019 and July 2020 at a rate of €6,000 / €9,000 per month (appendix 3.77). Impaqt's new on paper owner, Alan Comerford was a business associate of Keith Schembri's [1804].*

175. *Kasco Engineering used around €80,000 of the monies obtained from the Progress Press Digital Project to fund Impaqt. Its sole registered shareholder was Alan John Comerford but the digital data reveals that up until August 2015, Kasco, rather than Mr Comerford, was in control of the company.*

176. *It provided consultancy services to the Maltese Ministry of Health & Energy. These contracts generated over €500,000 in sales in its first twenty months. Sales invoices refer to electrical engineering, architectural and M&E Design project management services at Mater Dei Hospital, The Rehabilitation Centre Hospital Karen Grech and Gozo General Hospital.*

177. *Impact bought in consultancy from Camilleri and Cuschieri and added a 44% mark-up to their invoices before invoicing the "Ministry of Energy & Health". As detailed earlier in our report, Camilleri & Cushieri were the consulting engineers that were invoiced €48,000 in 2010 by Holdforth*

1798 [chat-648.txt - Page 19 of PDF Copy]

1799 [309094.partial.emlx]

1800 [chat-376.txt]

1801 [chat-561.txt]

1802 [chat-430.txt]

1803 [chat-505.txt]

1804 [228304.partial.emlx]

for consultancy and research services in relation to the Times of Malta building project.

178. *Impaqt also bought in consultancy from Comerford's UK company Inter Elite Ltd. Impaqt's administration and finance was managed by Zammit at Kasco.*

179. *Significant monies were also passed to 3City Designs (owned by Kasco Holdings and Mrs Schembri).*

180. *Question marks naturally will arise as to whether Schembri, in his position as government minister and ally of Konrad Mizzi, the then Minister for Energy & Health, had the ability to influence the award of these profitable government contracts to Impaqt. Schembri's involvement with Impaqt would appear to run contrary to him resigning his various Kasco directorships upon taking up his role in the Office of the Prime Minister in March 2013.*

181. *The Nexia BT permanent audit file for 3City Design (owned by Mrs Schembri and Kasco Engineering) recorded in 2016 that Impaqt was 3City's key customer. We found that Impaqt invested €120k in the fit out of new offices by 3City. The relationship between Kasco and Comerford appears to have disintegrated because of unauthorised payments made by Zammit to 3City Designs.*

182. *There was a contract whereby 75% of Impaqt's profits would be taken by Acumen Projects Limited whose ultimate beneficial owner was Scerri. Acumen Projects Ltd was incorporated on the same day as Impaqt and is discussed next in this report. We have considered Impaqt further in appendix 3.90.*

Involvement of Nexia BT / BTI Management Limited

183. *Having assisted with the incorporation of Eurybates in September 2015, Nexia BT undertook a due diligence exercise for Anti Money Laundering purposes in April 2016.*

184. *On 21 April 2016 Amanda Vassallo of Nexia BT prepared a group structure chart for the company showing Ivan Vassallo as the sole shareholder. On the same day Katya Tonna of Nexia BT wrote to Ivan Vassallo regarding BTI Management Limited's requirements under Anti-Money Laundering legislation. The information schedule attached to the letter records that the trading activities of the company were "to carry out medical and scientific research and to provide training services in connection with life sciences". [1805] [1806]*

1805 [20160421 – Group Structure.xlsx]

1806 [20160421 – NEW ONGOING DD LETTER.docx]

185. *On 24 May 2017, Ivan Vassallo signed an authorisation letter for VAT purposes [1807] which gave Nexia BT permission to request any information they might require from time to time. This would suggest that Mr Vassallo was intending to use Nexia BT as accountants for the company at that point and on 30 May 2017 Nexia BT prepared a letter of engagement which would have resulted in Nexia BT preparing audit documentation and accounts from the date of incorporation to 31 December 2016. On 1 June 2017 Ivan Vassallo asked Reno Zammit to start the process of preparing accounts for the company (for the 15 months ended 31 December 2017). [1808] [1809] [1810]*

186. *However, on 6 September 2017 Mario Gatt emailed Reno Zammit of Nexia BT to inform her that Eurybates had been assigned to another auditor. We note that was as early as 6 February 2017 Ivan Vassallo may have already been in contact with the accountant and auditor of Technoline Limited, Marjoe Muscat, when he noted in his diary "Marjoe Muscat - Planning for Eurybates Ltd, Real Estate, Tax planning and VAT". [1811] [1812]*

187. *Thereafter, Marjoe Muscat fulfilled the role of external accountant and Registered Auditor from the period of incorporation to 31 December 2016 and for each year after.*

188. *Therefore, as in the case of Gateway Solutions Limited, Nexia BT's involvement with Eurybates was ended before the first set of accounts were required to be prepared, with the engagement resting with the incumbent accountant and auditor of Technoline Limited.*

Ishmael Borg

189. *As noted above, graphic designer Ishmael Borg was consulted by Mr Vassallo and Mr Abela in relation to company logos for Eurybates and Gateway Solutions Limited. [1813]*

190. *Mr Borg provided his graphic design services to the Labour Party since 2011.[1814] [1815] [1816] [1817]*

Pharmaline Limited

1807 (Eurybates Ltd. Auth.Letter.pdf)

1808 (message.body - RE:FW: Eurybates LTD)

1809 (EngLet – Eurybates Ltd (main).pdf)

1810 (LOS – Eurybates Ltd accts.pdf)

1811 (doc00018420210421095441.pdf - Page 39)

1812 (4242.partial.emlx)

1813 (61076.partial.emlx)

1814 (374894.partial.emlx)

1815 (391396.partial.emlx)

1816 (359243.partial.emlx)

1817 (523387.partial.emlx)

191. *Pharmaline invoice dated 12 August 2020 to Eurybates for €210,000 + VAT. [1818]*

"Recharge of Salary of Hilary Paul Agius - Pharmacist and PE (Responsible Person) for all works.

Reimbursement and consultancy of costs in respect of Pathology Lab in GGH for period ending 31st December 2019"

192. *We have set out our assessment of Pharmaline Limited in appendix 9.01.*

Origins and Development of the Concession Structures - Appendix 4.80:

1. *The transfer of a large part of the Maltese healthcare system to a Public Private Partnership (PPP) evolved over a number of years. This appendix will set out the steps taken towards the PPP model; the Government of Malta (GoM) institutions and bodies involved, the development of the consortium who eventually took on the Concession, and their engagement with those operating on behalf of GoM.*

Executive Summary

2. *The objective to develop Gozo General Hospital (GGH) and allow it to be used for medical education by third parties was outlined in the Labour Party manifesto prior to the 2013 election. The manifesto also noted a commitment to the principles of PPP. These proposals in addition to the appointment of John Dalli as Joseph Muscat's healthcare consultant and Dalli's report on the Mater Dei hospital later that same year were important early steps in the development of the healthcare PPP.*

3. *Following Mizzi's appointment as Minister for Energy and Health in April 2014 he formed a GOM Project Team to consider possible PPPs including Health Care. He, Keith Schembri and Brian Tonna were members of this team. The outputs of this team referenced a "Libyan partner" for the PPP who we conclude was Shaukat Ali (Shaukat). Thus, from the very inception of the hospital PPP concept Mizzi, Schembri, Shaukat Ali and their key advisors were in a position to steer and shape the PPP.*

4. *By June 2014, Mr Tonna and Shaukat and Asad Ali were meeting and developing a consortium to take over hospitals by PPP. Initially the project focused on Gozo General Hospital but by July was being expanded to include St Luke's Hospital, Karen Grech and possibly other hospitals.*

1818 (pharmaline invoice.pdf)

5. *It is important to recognise from the outset that the consortium would comprise two distinct groups. The two categories of envisaged participants were: -*

   - *"local partners" (30%) – this appears to us to have comprised Shaukat Ali and his associates who would put little or no money in but "owned" the concept and had the political leverage to bring it to pass (probably with the assistance Keith Schembri, Konrad Mizzi and others). We note that although Shaukat was not originally "local" he had obtained Maltese citizenship by August 2014.*
   - *"the investor group" (70%) – these were international investors who would put in money and raise the additional borrowings necessary to fund the Concession but remain subservient to the "local partners" even though they owned more shares.*

6. *The term "Local Partners" is suggestive that more than one Maltese national was to be involved. They were fronted and led by Maltese national Shaukat and his family but consistently reported to and involved Mizzi and Schembri. On paper the other partner was Mohammad Walajahi who is of Pakistan origin working out of Dubai, but he appears to have been an agent reporting into Shaukat and he exited before the RfP. Even Shaukat's involvement was visible only until a tender for the Concession had to be submitted at which stage his involvement too became concealed.*

7. *The "Local partners" also appear to have invested no money. However, the PPP could not, in our opinion, have been awarded or effectively operated without their authority and influence. As such they appear to have held the balance of power even though the extent of their involvement was concealed.*

8. *The "Local Partners" hold over the Concession continued as international "Investors" came and went, for example when Steward took over VGH from Bluestone and probably continues to this day.*

9. *We found that the international "Investor Group" appear to have been either already known to Shaukat or recruited mainly by the Local Partners representative Mohammad Walajahi to bring finance and specialist expertise to the project. These "Investors" initially included Mark Pawley, Ram Tumuluri, Ashok Rattehalli, and Ambrish Gupta and they in turn brought in further foreign "investors". They were later bought out by Steward (with the*

assistance and influence of the "Local Partners"). The "Investor Group" were supposed to bring funding and they fronted the project but acknowledged the authority (and probably concealed forms of ownership) of the Local Partners.

10. *It was initially planned that these two groups would operate the Hospitals PPP through Crossrange Holdings Ltd. The "Local Partners" 30% shareholding would be in the name of Pivot Holdings Ltd and the "Investor Group" 70% shareholding would be through the Bluestone group of companies. The individuals comprising the international "Investor Group" each had their own company or companies that they planned to channel their investments into the PPP through and some made use of devices such as share options or convertible loans rather than simple shareholdings. It was therefore not easy for the public to see who actually had ownership and control of the PPP.*

11. *The project for the PPP was sufficiently developed by 10 October 2014 that a Memorandum of Understanding (MOU) was signed between GOM and representatives of the "Local Partners" (Shaukat and Walajahi) and the "Investor Group" (Mark Pawley and Ashok Rattehalli). The only step between entering the MoU and a definitive agreement with GoM was stated to be the completion of a full project feasibility plan within three months.*

12. *Shortly afterwards, on 23 November 2014, another MOU (in the form of a shareholder's agreement) was signed between the members of the international "Investor Group" who by then included the companies of Mark Pawley, Ram Tumuluri, Ashok Rattehalli and Ambrish Gupta. This too anticipated that the PPP was being awarded to them without the need for public tender.*

13. *Following the signing of the October MOU, two parties reporting to GOM commenced Due Diligence work on its signatories. Further due diligence was later undertaken internally by DF Advocates. All of these immediately flagged up serious issues with the parties proposing to take on the PPP. It is notable that GOM and their agents took no appropriate steps in the light of this information.*

14. *When DF Advocates were engaged as lawyers to the consortium, they too assumed that the awarding of the contract had been agreed with GoM without the need for public tender. However, in January 2015 they highlighted a potential "legal hurdle" to the awarding of the PPP without a public tender. They were initially assured that GoM was fully aware of the issue and expected to be*

able to award the contract, but it was eventually decided that a RfP was necessary. Kevin Deguara and DF Advocates appear to have allowed the consortium to use their personal and client bank accounts for sizeable money transfers during this period.

15. *Also in January 2015, Malta Enterprise ended their involvement with the project and the RfP was eventually issued by Projects Malta Ltd. It also appears the Ali family fell out with their agent Mohammad Walajahi, and he was replaced in the "Local Partners" group by Asad Ali in return for the promise to Walajahi of €2.8M to be paid within 60 days of the hospital concession being awarded to the consortium's company (at that time intended to be Crossrange Holdings Ltd).*

16. *Projects Malta published the Request for Proposals (RfP) on 27 March 2015. A few days later Ronald Mizzi appointed an Evaluation Committee to include Brian Tonna (despite his long and close involvement with the consortium). We found that there was considerable argument over the membership of the Evaluation Committee over the next two months. On the eve of the closing date for the submission of bids on 19 May 2015, Tonna's partner at BT Nexia, Manuel Castagna, replaced him on the Evaluation Committee.*

17. *Projects Malta were only informed of the RfP launch on 17 March 2015. They do not appear to have been directly involved in advising on the content or the drafting of the RfP, or in appointing Ganado Advocates. They were not directly involved in the selection of the various committees and board that decided the direction and outcome of the RfP process as borne out by the correspondence on these matters between Projects Malta and MEH officials. In our opinion this correspondence illustrates the peripheral role played by Projects Malta as they do not appear to have been actively involved in the RfP decision making process.*

18. *It appears that the negative Due Diligence which Crossrange and Shaukat Ali seemed likely to attract if publicly associated with the tender, led at the last minute to the consortium arranging to submit the bid as if it involved only the international "Investor Group" represented by Bluestone acting through a newly formed and 100% owned subsidiary, Vitals Global Healthcare Limited.*

19. *This apparent change in the structure of the consortium was accompanied at the same time by a raft of rapidly produced contracts in May 2015. These took the form of very large and*

confidential consultancy agreements with Ashok Rattehalli and Shaukat Ali and the appointment of Fakhra Shaukat Ali, one of Shaukat Ali's two wives, to Bluestone's board of directors. Shaukat's financial controller Saba Abbas was shortly afterwards brought to Malta to oversee the finances of VGH. The consultancy agreements with Shaukat enabled him and his family to nefariously extract around €6.2M of concession monies as soon as the funds from GOM started to flow to the Concession companies.

20. *Dr Gupta's company (MANV) also signed a collaboration agreement with VGH the day before the deadline for the submission of bids and in anticipation of the awarding of the Concession to the consortium. MANV's company Profit Sharing Plan (MANV Trust) introduced over US$4M to the project and had undertaken to introduce a total of $40M into the project.*

21. *GOM approved VGH as the successful bidder on 23 June 2015 and at the start of July Shaukat commenced work to set up bank accounts and offshore companies in Dubai for Konrad Mizzi and Keith Schembri. Also in July, Ivan Vassallo recorded plans to transfer 90% of his shares in Gateway Solutions to four persons who in our opinion were probably Keith Schembri, Konrad Mizzi, Pierre Sladden and Adrian Hillman in anticipation of a takeover by Gateway of one of the hospitals' key medical suppliers, Technoline.*

22. *We also note that work to form Eurybates Ltd (who also would play a key role in supplies to the hospitals) commenced on 10 September 2015 which was the day after Projects Malta Ltd formally notified VGH of GOM's intention to award it the services concession on 9 September 2015.*

23. *It is in our opinion significant that of all the investors that signed the initial Memorandum of Understanding (MoU) with the GoM, Shaukat Ali is the only one who has remained in play up to recent times. Gupta withdrew before the concession went live and the others were eventually replaced by Steward.*

24. *In the aftermath, GoM officials have attempted to deflect much of the responsibility for the flaws identified throughout the process towards Malta Enterprise and Projects Malta, as the bodies responsible for dealing with investors and running the RfP process. However, we found that the documentary evidence shows that in terms of the healthcare concession, Projects Malta's function was for all intents and purposes to carry out the instructions of those within the GoM. It merely acted as a paying*

agent for consultants it had not directly engaged and appeared to have little to no autonomy.

25. *It might be thought that the idea for the Concession started with one hospital. (Gozo General incorporating Barts Medical School) and grew to three hospitals with the addition of St. Luke's Karen Grech. Certainly, the MOU with GoM in October 2014 was only for Gozo General Hospital. However, in our opinion, the consortium's strategy was always to acquire as many hospitals and therefore hospital beds as possible to package together for onward sale. It will therefore be noted throughout this appendix that from the outset the promoters were also exploring the possibility of adding Mater Dei, St Phillips and, as set out in appendix 2.80 on MTrace, were at the same time in discussions for the acquisition of St. James private hospital and the cyclotron facility. Within a year of starting to operate the concession, the individuals behind it were seeking further hospital concessions in Montenegro, Slovakia and Kosova (see appendix 6.15).*

Timeline

26. *We have set out in appendix 4.82 a timeline of the events dealt with in this appendix and some key dates from this are set out in the table below:*

Date	Event
2013	Labour Party manifesto outlines objective to develop Gozo General Hospital (GGH) and allow it to be used for medical education by third parties
Apr-14	Konrad Mizzi becomes Minister for Energy and Health (MEH). (Mizzi - Minister for Energy and Health from 2014 until 2016)
Apr-14	GOM Project Team (which included Schembri, Mizzi and Tonna) starts working on PPP initiatives for the Ministry of Energy and Health.
Jun-14	Keith Schembri and Brian Tonna meet Asad Ali at OPM; PowerPoint "Gozo Strategy" includes Libyan investor - probably Shaukat Ali/ Asad Ali.
Jul-14	Meeting between Shaukat Ali and BT Nexia re the health concession
Aug-14	Mohammad Shoaib Walajahi introduced to the project by Shaukat Ali; Rattehalli and Pawley are also recruited
Oct-14	MoU signed between GoM (Chris Cardona), AGMC Inc (Rattehalli), Bluestone Special Situation #4 (Pawley), Pivot Holdings (Walajahi and Shaukat Ali); Due Diligence immediately flags up warnings
Jan-15	DF Advocates present a first draft of a legal agreement to OPM but also warn of need for public tender

Mar-15	*Projects Malta publish RfP for health services concession*
May-15	*Deadline for sealed bids; Plan changed from Crossrange Holdings Limited to Bluestone/Vitals to submit the concession bid. Shaukat Ali and other promoters involvement concealed*
Jun-15	*VGH declared as highest-ranking bidder*
July-15	*Shaukat Ali starts moves to open offshore companies for Schembri and Mizzi; Ivan Vassallo prepares to transfer 90% of his shares in Gateway Solutions to four persons; €100,000 is paid to Schembri's Pilatus bank account*
Sep-15	*Projects Malta Ltd formally award VGH the healthcare concession; Eurybates is formed*

How the idea of a PPP for healthcare originated

27. *By way of open source internet research, we have identified that the publicly available Labour Party manifesto [1819] published for the March 2013 general election in Malta referenced the need to develop Gozo General Hospital (GGH) and to allow it to be used for medical education by third parties. In addition, the manifesto also proclaimed the capabilities of the private sector and significance of the PPP model:*

    "Gvern Ġdid jemmen fil-kapaċitajiet tas-settur privat.Għalhekk, ser nagħtu sinifikat aktar wiesa' u rilevanti lill-mudell ta' Public-Private Partnership. Gvern Ġdid jippromwovi u jħaddem fil-prattika aktar dan il-kunċett f'oqsma differenti u ġodda."

    "A New Government believes in the capabilities of the private sector. Therefore, we will give broader and relevant significance to the Public-Private Partnership model. A New Government will apply in practice and promote this concept in other different and new areas."

28. *Upon winning the election, Joseph Muscat appointed John Dalli as his health sector consultant in June 2013 and commissioned a report on the health sector. From desk research we understand that Dalli has continually been linked to political corruption over decades and, we believe, is currently facing trial on trading in influence and attempted bribery charges from his time as EU Health Commissioner in 2012, when he allegedly elicited a €60 million bribe. We also note (see appendix 1.90) that John Dalli had been in business partnership with Shaukat Ali (who, as noted below was involved in the Libyan health system) for some years.*

1819 [Labour Electoral Manifesto 2013.pdf - Page 33]

29. *As the GoM health consultant, John Dalli authored a report into the Mater Dei hospital. Released in on 30th October 2013, "Mater Dei Hospital (A Better Social Return)" [1820] noted that, "An organised, well managed, efficient patient centric hospital system can attract patients from countries where quality is inferior to ours (e.g. Libya)."*

30. *Dalli's report also alleged theft, a dysfunctional hospital management and recommended the "use of foreign expertise to run Mater Dei for a given period of time" as well as "Hospital Management Courses/Training Programme to be set up locally." The report was critical of, and placed significant pressure on, then Health Minister Godfrey Farrugia who subsequently resigned in March 2014. This paved the way for Konrad Mizzi to be appointed as Health Minister.*

31. *In April 2014, following a Cabinet reshuffle, Konrad Mizzi, then Minister for Energy and the Conservation of Water was given the additional responsibility for health and public/ private initiatives and his portfolio renamed the Ministry for Energy and Health.*

32. *Projects Malta Ltd, now rebranded as Malta Strategic Partnership Projects Ltd, was a new GoM body set up in April 2014 under the remit of Konrad Mizzi to assist as a government company to work in Public Private Partnerships, promoting and developing sustainable private/public sector joint venture initiatives. Adrian Said was its Executive Chairman, appointed in September 2014. Prior to this role Mr Said was employed at the Malta Investment Management Company Ltd (MIMCOL).*

33. *Malta Enterprise, another relevant GoM body, had been in operation in various guises since the 1950s as "the country's economic development agency, tasked with attracting new foreign direct investment as well as facilitating the growth of existing operations." Mario Galea was the Principal Chief Officer in 2014.*

April to June 2014 – the National Health Systems Strategy for Malta is developed.

34. *Brian Tonna is a person of interest to this inquiry. As detailed in appendix 10.01, his corporate services business, Nexia BT was closely linked to Mossack Fonseca in setting up offshore structures which have been implicated in alleged money laundering. He is a close associate of Keith Schembri and is currently subject to*

1820 [21301021 report On Mater Dei for PM(1).doc]

criminal proceedings in Malta. He became a GoM consultant in 2013 and his role in the healthcare concession is set out in detail in appendix 10.01.

35. *From April 2014 a GOM Project Team (which included Schembri, Mizzi and Tonna) was working on PPP initiatives for the Ministry of Energy and Health. [1821]*

36. *We found that Brian Tonna played a key role in coordinating and bringing together the consortium in the early stages of plans for what eventually became the Hospitals Concession. He was clearly involved from the outset and his email to Asad Ali on 12 June 2014 gives interesting background. [1822]*

    "Dear Asad It was a pleasure meeting you and your colleagues at Keith's office at the Office of the Prime Minister. As Keith told you I have known him and mentored his initial steps in the business world since he was twenty. We are also very good friends and there is absolute trust in each other. ***I am currently helping his office to fast track Government projects which are considered critical for the country's economy. We are also very good friends and there is absolute trust in each other.*** *I will be very happy for our firm Nexia BT to collaborate with your prestigious group. As an introduction to our firm I am attaching some fact sheets about us and our services ....For this purpose I am copying in my three partners Manuel Castagna (audit), Karl Cini (International business and tax) and Anita Aloisio (Specialist Advisory). Karl Cini is also responsible for the IIP (Citizenship programme) and I am inviting him to send you more details about this so you may get in touch to discuss operational and commercial arrangements for introducers. I look forward to hear from you and host you at our offices where we can discuss this collaboration further..."*

37. *According to the NAO reports, in June 2014, the National Health Systems Strategy for Malta 2014-2020 (NHSS) was launched by the Parliamentary Secretariat for Health (Chris Fearne), within the Ministry for Energy and Health. On 26 June 2014, a PowerPoint presentation titled "Mario Galea – Gozo Strategy" [1823] was sent by Konrad Mizzi to Brian Tonna and Adrian Said's personal email with the comments, "As discussed.". [1824]*

1821 (Re Emails & Contact Nos.msg & Follow up on our meetings – PPPs.msg)

1822 (message.body - Introduction to Sovika Group and Nexia BT)

1823 (Mario Galea - Gozo Strategy.ppt)

1824 (message.body - Fwd presentation.msg)

38. *In a slide titled "Converting Gozo into a Learning Centre and Quality Destination for Medical Tourism" "Pillars of the Strategy" are noted as "Foreign Medical School (QMUL – Barts); Partial upgrading of existing hospital; Extension of the existing hospital to target medical tourism / identification of an appropriate operator; Malta Enterprise to act as a broker for getting operators together."*

39. *The aim outlined was to attract a foreign investor to build the extension for medical tourism and the medical school and attract a foreign entity to operate medical tourism through Expression of Interest (EOI) or direct negotiations. We understand that Barts Medical School is located in the grounds of Gozo General Hospital.*

The June 2014 presentation identified a potential "Libyan investor"

40. *In the presentation, in addition to a list of possible financiers for the hospital extension, under Gozo Strategy / Possible Investments / Medical Tourism Partners "a Libyan investor who can get around 800 patents(sic) a year" was listed.*

41. *A number of possible private operators for medical tourism are listed including "St James Hospital with an Israeli hospital" and under Libyan Opportunities, "A Maltese company operating with a Libyan partner in this sector is currently sending hundreds of Libyan patients for treatment in Turkey."*

42. *Mario Galea's email to Konrad Mizzi stated, "...this is the PowerPoint the contents of which were discussed yesterday with the PM...it would be useful to organize the same with Chris Fearne, Joe Rapa and who you deem appropriate." [1825]*

43. *No specific detail was provided on the Libyan investor in the presentation referred to above. However, it seems clear from Brian Tonna's email of 12 June 2014 regarding the meeting at OPM with Asad Ali and his colleagues that this refers to the Ali family. A review of the data available also showed Shaukat Ali (appendix 1.04) and Asad Ali (1.10) with their phone numbers recurring on a Nexia BT meetings list and also in the Nexia BT Outlook Calendars around this time.*

44. *On 16 June 2014 Brian Tonna arranged a meeting for himself, Karl Cini, Asad Ali "the CEO" at Castille on 18 June 2014. [1826] We*

1825 [message.body - Fwd presentation.msg]

1826 [message.body - RE_Meeting asad ali[394244].msg]

consider this related to the Sovika Group, a chemicals, airline and aviation group represented by Asad Ali in Malta. Days earlier, a letter from Malta Enterprise dated 12 June 2014, to Sovika Chemicals Private Ltd, offered industrial space from Malta Industrial Parks and a soft loan of €600,000 [1827] to assist moving some of their operations to Malta.

45. *The first appearance of Shaukat Ali's phone number was on a spreadsheet titled, "Meetings update.xls" emailed by Caroline Dingli to Brian Tonna on 23 June 2014. "Meetings update.xls" was emailed on a regular basis and was essentially an office organiser.*

46. *The document contained names, phone numbers and a brief comment that were categorised under a number of headers: - "Nexia Meetings – URGENT; Keith / Govt meetings; Meeting urgent politics; Personal; Internal meetings; Debtors; Lunch; Dinner; Calls."*

47. *In addition to the "Meetings update.xls" office organiser we located Outlook Calendar appointments for Asad Ali and Shaukat Ali.*

48. *We believe that these illustrate the involvement of the Ali family at the very early stages of the Concession's development and have set these appointments out in the table below:*

Date	Data Source	Comment
23.06.14	Outlook Calendar – Meeting scheduled by Brian Tonna []	Shaukat Ali 99888863 / Asad Ali 99602145 - + 2 persons IIFA - Mark Magri for meeting on 23 June 2014 from 13:00-14:15
01.07.14	Meetings update.xls - Nexia Meetings – URGENT []	Shaukat Ali 99888863 / Asad Ali 99602145 / IIFA, Sovika Airlines, Gozo Hospital
03.07.14	Meetings update.xls - Nexia Meetings – URGENT []	Shaukat Ali 99888863/ Asad Ali 99602145 / IIFA, Sovika Airlines, Gozo Hospital
04.07.14	Meetings update.xls - Nexia Meetings – URGENT []	Shaukat Ali 99888863/ Asad Ali 99602145 / IIFA, Sovika Airlines, Gozo Hospital
11.07.14	Meetings update.xls - Nexia Meetings – URGENT []	Shaukat Ali 99888863 / IIFA, Sovika Airlines, Gozo Hospital Calls: Chief of Staff – Chris Fearne – details of surgeons Brian needs to work with to open a company in Malta

1827 [Sovika ME request.docx]

14.07.14	Meetings update.xls - Nexia Meetings – URGENT []	Shaukat Ali 99888863 / IIFA, Sovika Airlines, Gozo Hospital Calls: Chief of Staff – Chris Fearne – details of surgeons Brian needs to work with to open a company in Malta
15.07.14	Meetings update.xls - Nexia Meetings – URGENT []	Shaukat Ali 99888863 / IIFA, Sovika Airlines, Gozo Hospital Calls: Chief of Staff – Chris Fearne – details of surgeons Brian needs to work with to open a company in Malta

49. *On 23 June 2014 a meeting was recorded between Brian Tonna, Shaukat Ali and Asad Ali and we note that three days later the presentation, "Mario Galea - Gozo Strategy" was sent by Konrad Mizzi to Brian Tonna with the comment, "As discussed".*

50. *When Shaukat Ali next appeared on Nexia BT "Meetings update.xls" dated 1 July 2014, the adjoining comment now included, "Gozo Hospital."*

51. *As noted in appendix 1.04, John Dalli had been a business partner of Shaukat Ali since around 2010. As detailed in appendix 3.02, Shaukat Ali and Asad Ali had been working closely with Keith Schembri since at least August 2013 and through him with Brian Tonna. These appendices also note Shaukat Ali's close involvement with the Libyan health system.*

52. *Given Shaukat Ali's links to the Libyan health system, his eventual role in the concession, his meetings at OPM regarding the "fast track" of GoM projects and his appearance on the BT Nexia meetings list at this time, it is our opinion he is the person referred to in the presentation. In our opinion, it is highly likely that Shaukat Ali was involved in shaping what became the hospitals concession from virtually the inception of the concept. The close relationship between Shaukat Ali and Mr Schembri at the core of the Hospitals Concession is in our opinion a key factor in its development. It is clear that Konrad Mizzi was steering the project and that the OPM and therefore Joseph Muscat was closely involved.*

53. *As detailed throughout our report, Shaukat Ali played a major role all through the development and operation of the healthcare concession. His involvement continued, supposedly in a consultancy role, following the takeover by Steward Healthcare and he is the only one from the original investor group who has*

remained closely involved with the concession operation up to recent times.

July 2014 the concept is expanded to include St Luke's Hospital and Karen Grech

54. *On 15 July 2014, a series of questions relevant to the health concession were emailed from Anita Aloisio to Caroline Dingli, both Nexia BT employees, [1828]*

"...information was requested during our meeting this morning."

1. *Will the EOI refer to St Luke's Hospital and Karen Grech jointly?*
2. *Will the GOM oblige the private entity to take on board all the current employees once the concession is awarded?*
3. *Would it be possible to obtain the architectural plans of St Luke's Hospital and Karen Grech?*
4. *Would it be possible to obtain the high level strategy which the GOM has in relation to the activities which will be included in the EOI? (apart from Geriatrics, Rehabilitation and Dermatology)*
5. *Is it still the intention of the GoM to convert Boffa Hospital into a hotel? This was the strategy under the previous administration."*

55. *Given that 15 July 2014 is the last note of Shaukat Ali and Gozo hospital in BT Nexia's calendar around this time, in our opinion there is a strong possibility that the Nexia BT meeting with Shaukat Ali took place on the 15th and that the questions above were raised at that meeting.*

56. *It is also significant that the questions referred to the operation of St. Luke's and Karin Grech hospitals when, to this point, it was only GGH and medical tourism that had been identified as a project for third party operators.*

July 2014 - a potential consortium

57. *On 21 July 2014, Brian Tonna emailed Chris Fearne [1829] the five questions, "which were put to me by a potential consortium",*

1828 [message.body - FW: Information required]

1829 [message.body - Re Health Ministry general update - Brian Tonna follow ups.msg]

ahead of their planned meeting the following day. This is the first mention we have found in the data of such a consortium. It is notable there is no mention or evidence of meetings with any potential consortium members other than Shaukat Ali at this stage.

58. *The questions formed part of a long email on ideas and plans around privatisation of healthcare which included the setting up Mater Dei Ltd. This was to be a subsidiary of Projects Malta that would conduct private operations / medical tourism at off peak times at the Mater Dei hospital.*

59. *We also note that at this time Brian Tonna was also working with Josie Muscat, owner of St James Hospital Malta, to develop that business (see appendix 2.80 on MTrace). This eventually led to negotiations with Shaukat and his colleagues for the takeover of that hospital to add to the three PPP hospitals the consortium hoped to take over.*

60. *Concerns were later raised about Mater Dei Ltd by the Ministry of Finance who began to pick apart the proposal on the basis of use of public facilities for private gain, direct orders, and competition rules.*

61. *Brian Tonna updated Konrad Mizzi who directed him the following day to, "Also spk to Ivan Falzon / deputy CEO at mater Dei in copy (trusted)" to which Brian replied that he was meeting Ivan Falzon that morning.*

62. *In an update to Anita Aloisio of Nexia BT on 23 July 2014, [1830] Brian Tonna wrote, "As to Karen Grech and St Luke's an EOI will be issued end of September, RFP then by December. EOI will ask for ideas (subject to a list of Government requirements for which it will pay of course) how best to develop the site. Not excluded that to finance investment, consortium will be allowed some residential units and hotel."*

63. *Brian Tonna by now had a clear understanding of EoI and RfP timelines and answers to some of the consortium's questions. We note that at this stage the parties seem to have expected that a public RfP would need to be issued.*

64. *On 2 August 2014 Mario Galea emailed Keith Schembri asking for the go ahead to print promotional material to attract investors on a number of projects including Gozo general hospital*

1830 [message.body - Re Health Ministry general update - Brian Tonna follow ups.msg]

development and the creation of a medical tourism hub in Gozo which was listed as a Malta Enterprise project.

Konrad Mizzi's continued close involvement

65. *On 2 August 2014, Brian Tonna emailed Caroline Dingli, [1831] 'I also need meeting with Konrad (30 mins alone) and with Konrad and Chris Fearne (after for another 30 mins) at Castille Konrad office'.*

66. *On 22 August 2014 Brian Tonna composed an email regarding Mater Dei Ltd and St Luke's to Chris Fearne, who had been appointed as Parliamentary Secretary for Health during the cabinet reshuffle in April 2014. [1832] In advance of sending it, the draft was forwarded to Konrad Mizzi, in which Brian asked, "is he aware of everything?" to which Konrad Mizzi replied, "Thx Brian I will update him today so we can proceed so you don't need to ask - I would simply tell him what we agreed"*

67. *Konrad Mizzi's role also appears at odds with his evidence to the National Audit Office (NAO). [1833] Primarily used as a justification for his inability to answer questions on the out-workings of the GoM PPP decision, he consistently outlined his role was to develop policy and that implementation was not the Minister's role,*

68. *When asked about the lack of Health Ministry involvement prior to the issue of the RfP, Dr. Mizzi stated: -*

    "Jigifieri the civil servants. Ghax jiena I get involved at policy level, not a technical level. Jigifieri, I'm not the person who's collating the requirements."

    "That is the civil servants. Because I get involved at the policy level, not a technical level. That is, I'm not the person who's collating the requirements"

69. *In regard to the Evaluation Committee,*

    "Pero obviously jien from my side, I work at a political level and a policy level. Jigifieri on the implementation side ma nidholx fl-interaction per se."

1831 [message.body - Latest update - have serious issues with Tuesday and weekIIIII.msg]

1832 [message.body - Re: Health Ministry general update – Brian Tonna follow ups]

1833 [Transcript - Konrad Mizzi.docx]

"However obviously I from my side, I work at a political level and a policy level. I mean on the implementation side I don't get into the interaction per se."

70. *The email exchanges with Brian Tonna appear to suggest that the then Health Minister did get involved in the technical and implementation stages of healthcare projects to the point where he may have colluded with Brian Tonna, going behind his then Parliamentary Secretary for Health, Chris Fearne. This was not the last time this would happen.*

71. *In his court judgement dated 24 February 2023, Mr. Justice Francesco Depasquale [1834] noted of the evidence given on 1 March 2021 by Chris Fearne about his role as Minister for Health in negotiations with Steward Healthcare,*

"Dwar il-ftehim li sar minn Dr Konrad Mizzi fis-27 ta' Awissu 2019 fejn il-Gvern obbliga ruħu li jħallas penali, Dr Fearne saħaq illi dana seħħ fiż-żmien illi kienu qed isiru affarjiet ad insaputa tiegħu u minn wara dahru minn Dr Mizzi, u li għalhekk huwa ma kien jaf assolutament xejn dwarhom."

"Regarding the agreement made by Dr Konrad Mizzi on 27 August 2019 whereby the Government undertook to pay a penalty, Dr Fearne stressed that this happened at a time when Dr Mizzi was doing things without his knowledge and behind his back, and that therefore he knew absolutely nothing about them."

"...anke waqt in-negozjar kont qed ninduna li minkejja kont qed ninnegozja jien u nitkellem jien ma' Steward, kienu qed isiru negozjati in parallel ma' ... ma'... mal-Ministru Mizzi..."

"...even during the negotiation I was realising that despite the fact I was that I was negotiating and having talks with Steward, negotiations were taking place in parallel with ... with ... with Minister Mizzi."

(Translations provided by Magistrate Gabriella Vella)

72. *We note that Chris Fearne was appointed as Minister for Health in April 2016 having replaced Konrad Mizzi, following the release of the Panama papers. [1835] On 27 August 2019, the date of the agreement, [1836] Chris Fearne was still the Minister for Health and Konrad Mizzi had been appointed as Minister for Tourism. In our opinion, the obvious question here is, why did the Minister for*

1834 [Concession Judgement DR FRANCESCO DEPASQUALE February 2023.pdf -para 281 & 292]

1835 [Reshuffle_ Konrad Mizzi still in Cabinet, Schembri to stay put.pdf]

1836 [JAN 23 - 1 DOK GVX HEALTH SERVICE00003320230126100357.pdf - Pages 760-770]

Tourism engage in parallel negotiations with Steward Healthcare and subsequently sign an agreement which would make GoM liable should the Concession agreement be terminated for any reason. Perhaps more importantly, who in GoM directed Konrad Mizzi to engage in the negotiations and what was to be gained by doing so.

73. *The above agreement was one of a series of side letters, addendums and amendments to Concession agreements which Konrad Mizzi signed, after he had been removed from his post as Minister for Energy and Health in April 2016. [1837] Whilst in public he had been removed from post, behind closed doors and in specific regard to the Concession, it was business as usual. He was immediately retained as a Minister within the OPM and continued to be the GoM representative in terms of amendments to the Concession and remained so following his appointment as Minister for Tourism in June 2017. [1838] All of the agreements he signed, in our opinion and on balance, offered more favourable terms to the Concession operators, whether that was VGH or Steward. Examples of this are:-*

   i. *The Side Letter dated 19 May 2016 [1839] to provide GoM with a fully executed copy of the VGH Financing Agreements by 19 February 2017 (the Longstop Date) following the waiving of condition set out in Clause 3.3.1.9 of the Services Concession Agreement.*

   ii. *The Side Letter dated 14 February 2017 [1840] extended the Longstop Date of previous Side Letter from 19 February 2017 to 30 June 2017*

   iii. *We note that these two Side Letters were signed by Konrad Mizzi while he was Minister within the OPM before he was appointed as Minister for Tourism. [1841]*

   iv. *The Side Letter dated 23 June 2017 [1842] further extended the Longstop Date from 30 June 2017 to 31 December 2017.*

1837 [Parliament of Malta - mizzi konrad 12th Leghslature.pdf]

1838 [Parliament of Malta - mizzi konrad 12th Legislature.pdf]

1839 [JAN 23 - 1 DOK GVX HEALTH SERVIC0000332023012610035?.pdf - Pages 561-564]

1840 [JAN 23 - 1 DOK GVX HEALTH SERVIC0000332023012610035?.pdf - Pages 579 and 580]

1841 [Parliament of Malta - mizzi konrad 12th Legislature.pdf - https://parliament.mt/en/12th-leg/political-groups/labour-party/mizzi-konrad]

1842 [JAN 23 - 1 DOK GVX HEALTH SERVIC0000332023012610035?.pdf - Pages 583 and 584]

v. *Further agreements were signed on 22 June 2018 [1843] and 13 November 2018 [1844] between GoM represented by Konrad Mizzi & Steward Malta Management & Steward Malta Assets & Bank of Valletta whereby €5M overdraft and €3M loan were covered by GoM.*

vi. *On 17 July 2019 an agreement was signed [1845] whereby the Bank granted a term loan facility in the aggregate amount of €22,250,000 in favour of Steward Malta Assets Co and a term loan facility of €5,900,000 in favour of Steward Malta Management covered by GoM.*

vii. *The Agreement dated 27 August 2019 [1846] stated that if by way of any applicable law or final order, judgment, decision, notice, decree...any of the Transaction Agreements are wholly or partially rescinded, terminated...shall be deemed to be a Non Rectifiable GoM Event of Default.*

74. *The NAO report of July 2020 [1847] noted in its "Timeline of key events" that the first reference within Projects Malta Ltd of a GoM decision to issue a concession was on 27 August 2014,*

"Noted in the Board of Directors Projects Malta Ltd meeting minutes was that, through this healthcare project, the SLH, the GGH and the KGRH sites would be transferred by means of a concession..."

75. *We have reviewed the minutes in reference to the Concession from 27 August 2014, [1848] which stated,*

"St Luke's development is a project where the premises are given through a concession with government, guaranteeing a commitment to take a number of beds for rehab, long term, etc. This would support the bringing over of patients from abroad for operations in Malta, followed by a period of convalescence and rehabilitation."

76. *The NAO report of 2020 identified the Budget 2015 as the first public announcement of the components which would eventually lead to the Concession. Dated 17 November 2014, the Budget*

1843 [JAN 23 - 1 DOK GVX HEALTH SERVIC0000332023012610035 7.pdf - Pages 681-691]

1844 [JAN 23 - 1 DOK GVX HEALTH SERVIC0000332023012610035 7.pdf - Pages 681-691]

1845 [JAN 23 - 1 DOK GVX HEALTH SERVIC0000332023012610035 7.pdf - Pages 723-743]

1846 [JAN 23 - 1 DOK GVX HEALTH SERVIC0000332023012610035 7.pdf - Pages 759-772]

1847 [VGHJuly2020.pdf - Page 176 - https://nao.gov.mt//loadfile/5356e198-d255-44c0-a7c7-46a6accc64cf]

1848 [PML - BOD 02 – 27.08.2014.pdf - NAO 439 & 469- VGH Inquiry.msg]

noted, "PPP for Work on the Old St. Luke's Hospital...Once the plans for St Luke's are completed, the Government will issue a call for expressions of interest so that this site is developed in a way that will benefit the needs of the Maltese and Gozitan people." [1849]

77. *Despite the MoU for the redevelopment of GGH having been signed over a month earlier, the Budget 2015 statement on Gozo was less clear, "Work will continue in connection with the development of the medical hub in Gozo." [1850]*

Two participants in the consortium – "Local Partners" and "Investors"

78. *Two separate categories of participants in the consortium appear to us to immerge at this time. This would later manifest itself in the proposed 30%/70% split of shares in Crossrange Holdings Ltd (appendix 6.40) the company originally intended to hold the Hospitals Concession. The two categories of envisaged participants were:-*

- *"local partners" (30%) – this appears to us to have comprised Shaukat Ali and his associates who would put little or no money in but "owned" the concept and had the political leverage to bring it to pass (probably with the assistance Keith Schembri, Konrad Mizzi and others). We note that although Mr Ali was not originally "local" he had obtained Maltese citizenship by August 2014.*
- *"the investor group" (70%) – these were international investors who would put in money and raise the additional borrowings necessary to fund the Concession but remain subservient to the "local partners" even though they owned more shares.*

79. *As will be set out below, the "local partners" were originally envisaged to hold their stake through Pivot Holdings Ltd. Both groups were closely involved with the development of the plans for the Concession.*

80. *Within the "investor group" there initially emerged two further categories of participants:-*

- *Provision of medical expertise and investment - Ashok Rattehalli / AGMC and later MANV / Ambrish Gupta*

1849 [Budget_Document_2015.pdf - Page 49 and 50 - https://finance.gov.mt/wp-content/uploads/2023/04/Budget_Document_2015.pdf]

1850 [Budget_Document_2015.pdf - Page 59 - https://finance.gov.mt/wp-content/uploads/2023/04/Budget_Document_2015.pdf]

- *Capital investment and management - Bluestone (involving Ram Tumuluri and Mark Pawley)*

Shaukat's agents

81. *The following individuals (and the entities they controlled) were recipients of significant monies from the Concessionaires but there are also many strong indications detailed throughout our findings that they were front men / "puppets"/ agents for the Ali family-*

	Appendix
Ram Tumuluri	*1.13*
Mark Pawley	*5.10*

This in turn would suggest that Shaukat's close associates thereby may have had effective control of both the international "Investors" group (70%) and the "local partners" group (30%). It is also notable that, while giving the appearance of being investors/owners, Tumuluri and Pawley as "investors" appear to have invested little or none of their own money in the Concession and in fact Tumuluri received a loan from Shaukat for his required share of the "investors" participating loans.

Assembling the investor group – August to October 2014

82. *As detailed further in appendix 5.25, Mohammad Shoaib Walajahi appears to have been introduced to the project by Shaukat Ali by August 2014 to act for the "local partners" to source potential investors and manage the investment process and documentation. He later became a shareholder of Pivot Holdings Ltd (appendix 6.50) and was a signatory to the MoU with the GoM in November 2014. However, he was replaced by Asad Ali in early 2015.*

83. *On 15 September 2014 Walajahi emailed an update to Shaukat Ali, who then forwarded the email to Keith Schembri's Kasco email address, [1851]*

"Malta visit Sept 15th thru Sept 17th, 2014 AGMC inc. represented by Dr. Rattehalli was approached by Mr. Mohammad Shoaib Walajahi regarding an opportunity in Malta during August 2014."

1851 [305862.emlx]

84. *Dr. Ashok Rattehalli (appendix 5.20) was an initial investor in the concession and, as the director of AGMC Incorporated, was another signatory to the MoU with GoM in November.*

85. *On 22 September 2014 Ashok Rattehalli emailed Mario Galea with Shaukat Ali, Mohammad Shoaib Walajahi, with Ram Tumuluri in copy, [1852]*

"Here is a list that I can think we would need for a quick review to complete financial model. Whatever we can get from this list we can make it work for now:

- *Gozo land deals and proposed land involved in the expansions*
- *Copy of the MOU between Malta and Barts College for the build of the university*
- *Malta National Healthcare annual budget*
- *Mater Dei hospital financials for the last 3 years by department and specialty if possible*
- *Gozo hospital financials for last 3 years*
- *Healthcare allowance per capita in Malta*
- *Any coverage from European Union*
- *Whats covered and whats not covered under NHS Malta*
- *Minimum wage and salary requirements for healthcare professionals in EU*
- *Labor laws if any*

I am sure some of the info is sensitive but even if we can get a broad idea on cost per person on average and burden on government vs individuals will be helpful."

86. *The above email was later forwarded by Shaukat Ali to Keith Schembri and it seems to us notable that all the emails from the investor group consistently went up (reporting in) to Shaukat Ali and across to Keith Schembri.*

87. *Ram Tumuluri (appendix 1.13) is another significant person of interest to this inquiry. As part of the "investor group" his initial investment was to be through Portpool Investments Ltd (appendix 5.70) alongside Mark Pawley (appendix 5.10). Tumuluri played a key role in negotiations with GoM. He signed the concession*

1852 [563122.partial emlx]

agreement on behalf of VGH and was viewed as the public face of the company in Malta.

88. *Portpool Investments Ltd was a BVI registered company, with an office address in Singapore. The company's most notable public footprint was news articles that refer to a failed takeover of a Canadian mining company in 2013 [1853] wherein Portpool are referred to as, "a Singapore based private company whose primary shareholder is a business consortium with ties to end users in India."*

89. *Media reports show that in late September 2014 Joseph Muscat had a number of public appointments in New York [1854] and just a few days later, the investors referred to themselves as the USA group.*

90. *On 4 October 2014 an email was sent by Mohammad Shoaib Walajahi to Shaukat Ali and again forwarded to Keith Schembri [1855] with the subject "USA Group Presentation – Gozo Hospital Project". Mohammad Shoaib Walajahi wrote,*

"The attached presentation may be sent to PM Office for review & approval by Keith. This provides all that was requested of us, including detailed profiles of individuals and institutions which will be working on this project, immediately after MOU is signed...I have in my possession two original copies of the Non-Disclosure Agreement (NDA) signed by Dr. Ashok and Mario Galea, CEO, Malta Enterprise, protecting both groups. Thus, we are ready to receive confidential information like MOU signed with Barts etc."

91. *The presentation was aimed at potential participants in the "investor group" and showed Ashok Rattehalli's AGMC Inc. (appendix 5.20) in partnership with Blue Stone Fund Ltd. Key elements of the timeline and plan of action included:*

- *Conduct working sessions with healthcare experts and decision makers in Malta and discuss the terms of engagement with the Government of Malta*
- *Enter into a Memorandum of Understanding with Government of Malta in conjunction with local partners Pivot Holdings Ltd for the project*

1853 [Cline loses Portpool, reverts to Marret plan - MiningMonthly.com.pdf]

1854 [Muscat pays tribute to Maltese contribution to UN treaties - MaltaToday.com.mt.pdf]

1855 [62023_partial.emlx and attachment]

- *Complete full project feasibility, engineering, and architecture for the medical campus (within 3 months from MOU)*
- *Enter into a definitive agreement with the Government of Malta*
- *Start construction by February 2015*

92. *This presentation, apparently approved by Schembri on behalf of OPM, anticipated that the only step between entering the MoU and a definitive agreement with GoM was to complete a full project feasibility plan within three months.*

93. *Background was provided on AGMC's medical credentials, and it was noted that AGMC Inc. would provide the expertise in healthcare and Blue Stone Funds would provide the financial backing. It was also noted that Dr. Ambrish Gupta (appendix 5.01) was listed among the AGMC Advisory Board & Affiliates. Dr Gupta represented Medical Associates of Northern Virginia (MANV). Dr Gupta would subsequently enter the investor partnership in a second MoU (which is explained below).*

94. *Ashok Rattehalli was the owner / director of two companies named AGMC. The first, AGMC Incorporated, was registered in Virginia, USA in November 1989 and was dissolved on 31 March 2015. This was the company represented in the GOM MOU and the investor group.*

95. *The second, AGMC Consultancy Services Private Ltd, was registered in Bangalore, India in March 2012 and is listed as inactive.*

96. *It therefore seems to have been envisaged that AGMC Inc. would provide the expertise in healthcare and Blue Stone Funds would provide the financial backing.*

97. *As set out at appendix 5.20, we have identified that Dr Rattehalli was in serious financial difficulties while he was a member of the consortium bidding for the Maltese Hospitals Concession. He had a court judgement for outstanding debts, was subject to an ongoing repossession lawsuit against his residential property and within two months of the GOM MOU had filed for bankruptcy.*

Blue Stone Funds Ltd

98. *The presentation referred to Blue Stone Funds as a private equity fund pool, involving mainly high net worth individuals from China, Singapore, and India. The fund was managed by Oxley*

Capital out of Singapore, where Oxley had over $1 billion in assets under management. Mark Pawley (appendix 5.10) was identified as the principal for Blue Stone Funds and CEO of Oxley Capital. Mark Pawley became an initial investor and on paper the ultimate beneficial owner (UBO) of the Maltese healthcare companies until February 2017. He was supposedly the key individual who would secure financial backing to fund the concession construction costs. His role is detailed further in appendix 5.10.

99. *The Blue Stone Funds Ltd referred to in the presentation can be viewed as being superseded by Bluestone Special Situations #4 Ltd (BSS4) (appendix 5.30) which was the parent company of Bluestone Investments Malta Ltd (appendix 3.10). Both of these companies played pivotal roles in the operation and finances of the concession are discussed in greater detail in the relevant appendices.*

100. *As detailed in appendix 5.30, BSS#4 was incorporated in British Virgin Islands on 15 April 2008 and changed its name on 2 August 2013, having previously been known as Scandic Ltd. Its directors in 2014 were Mark Pawley and Manish Agarwal and its single company share had been held by Asia Harimau Investments Ltd (appendix 5.31) since 31 July 2013. Ownership of BSS4 was later transferred to VGH Malta (Jersey) on 16 February 2017 and this is dealt with in more detail at appendix 6.15.*

101. *We believe the USA Group presentation as forwarded by Shaukat Ali to Keith Schembri did obtain his approval as the investor group were invited to Auberge de Castille to present to the Office of the Prime Minister (OPM). The MoU between GoM and the investor group was signed a few days later.*

102. *During this visit to Malta, the investor group also met with Brian Tonna. On 8 and 9 October 2014 Brian Tonna emailed Mohammad Shoaib Walajahi, Ram Tumuluri and Ashok Rattehalli [1856], thanked them for their visit to Gozo and OPM and advised them,*

"I am sure that both Alex Muscat and Mario Galea will guide you in the right direction."

Pivot Holdings Ltd – the "local partners"

103. *The presentation provided no information on the background or role of "local partners", Pivot Holdings Ltd (appendix 6.50).*

1856 [message body - RE Meeting at OPM offices - Gozo investment.msg]

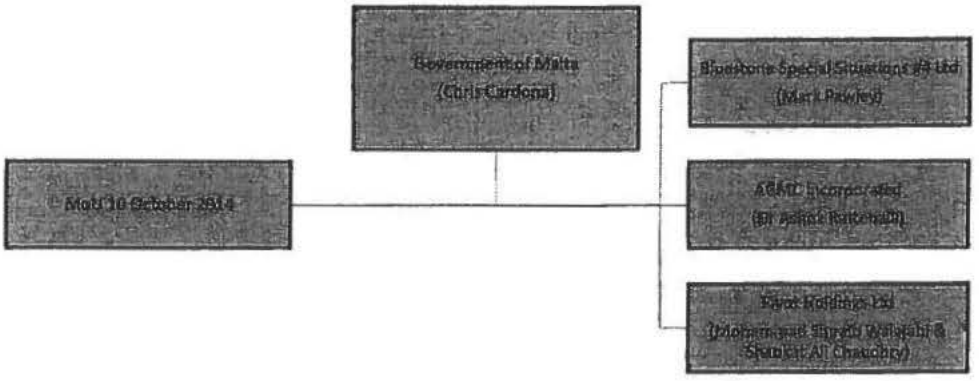
104. *The absence of any specified role for Pivot Holdings raises the question as to precisely what their role was and what made Pivot, or indeed the individuals behind Pivot, essential to the project.*

105. *Pivot Holdings Limited was a Maltese company owned initially by Shaukat Ali and Mohammad Shoaib Walajahi (later replaced by Asad Ali). It was incorporated on 9 October 2014 the day prior to the signing of the first MoU with the GoM alongside BSS4 and AGMC.*

106. *Pivot Holdings was a shareholder in Crossrange Holdings Ltd (appendix 6.40), the joint venture company through which Pivot was intended to hold its 30% share of the concession with the remaining 70% held by Bluestone Investments Malta Ltd (appendix 3.10). This arrangement was changed when the PPP concession had to go to RfP and due diligence required on the promoters including Shaukat Ali (appendix 4.01).*

MOU with GoM – 10 October 2014

107. *What NAO have referred to as the "first" MOU was dated 10 October 2014 and its signatories were Chris Cardona on behalf of GoM, Mark Pawley on behalf of Bluestone Special Situations #4 Ltd, Ashok Rattehalli on behalf of AGMC Inc., and Mohammad Shoaib Walajahi and Shaukat Ali Chaudhry on behalf of Pivot Holdings Ltd. [1857]*



108. *In addition to the setting up of the Gozo Medical Complex, we observe that a key element of the agreement referred to the completion of satisfactory due diligence. As noted later in this appendix the due diligence that was carried out did not prove satisfactory.*

"...this MOU is subject to Government receiving positive due diligence on the Investors. If such due diligence is negative on any

1857 [Memorandum of Understanding.pdf]

one of the signatories to this MOU, this MOU shall be ipso facto revoked and of no validity upon the dispatch by the Government of an electronic mail or formal letter to the Investors to such effect."

The second MoU [1858] - Dr Gupta is added to the "investor group" - 23 November 2014

109. *What NAO refer to as the "second" MoU was dated 23 November 2014 and is in essence a shareholder's agreement between the international "Investor Group" rather than a further agreement with GoM and did not involve the "local partners" [1859]. While the second MoU was reliant upon the first MoU, neither GoM nor Pivot Holdings were signatories to it. It set out that AGMC Inc. and Bluestone Special Situations #4 Ltd had entered into an agreement with the Government to build, develop and manage a world class healthcare facility in Gozo, and that Dr. Ambrish Gupta was interested in joining the project.*

110. *This second MOU only came into the public domain in the legal papers presented by Dr Rattehalli (appendix 5.2) in the litigation he took against VGH/Bluestone over three years later in December 2017.*

111. *It is evident from the dates on the above documents that four months before the government issued the Request for Proposals (RfP) for the Malta hospitals concession, the investors who eventually won the bid had already signed an agreement among themselves with very specific details regarding how the concession would be operated and who would become the stakeholders in the concession.*

"The investor group will form an SPV in Malta to represent the interests of shareholders. The investor SPV will own 70% of the project Asset Hold Co. & Operations Co. (Gozo International Medicare Ltd.)" [1860]

112. *We note that Ram Tumuluri's Portpool Investments was not a signatory to the first MoU and we are unaware of any agreement in which the company directly entered into an agreement with GoM.*

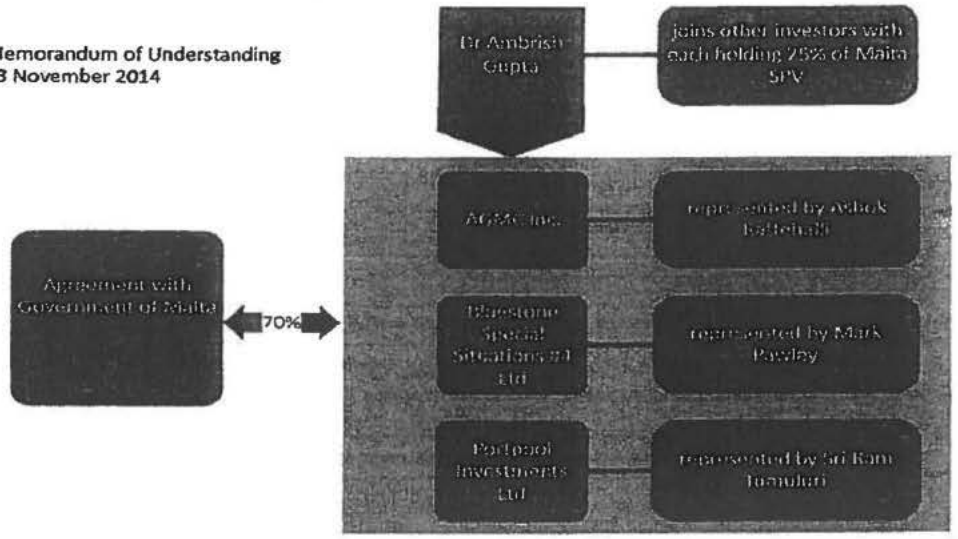
1858 [MoU_231114.pdf - VGH NAO Request for Information.msg]

1859 [MoU_231114.pdf - VGH NAO Request for Information.msg]

1860 [MoU_231114.pdf - VGH NAO Request for Information.msg]

113. *In addition to the change in the investor group the second MoU incorporated a change in the scope of the project. The first MoU signed with the GoM only referred to the operation and redevelopment of Gozo General Hospital, whereas this second MoU referred to the potential acquisition of St Philip's Hospital and/or St. Luke's Hospital. Clearly this expansion of the project was being considered by this time.*

114. *The purpose of the second MoU, as set out in the diagram below, was to bring Ambrish Gupta into the international "investors group" and to form a partnership with each having a 25% share in the Special Purpose Vehicle (SPV) formed in Malta to represent their interests i.e., Bluestone Investments Malta Ltd.*



115. *In this second MOU, Ambrish Gupta, who was stated to be on the AGMC Advisory Board, agreed to invest $300,000 in the project - half of this payable upon execution of the MoU, the remaining $150,000 to be paid following a site visit to Malta in December 2014.*

116. *The other three investor parties also agreed to pay a total of $300,000 in January 2015 to cover pre-project costs listed in an appendix to the MoU.*

117. *An Understanding and Promissory Note [1861] also dated 23 November 2014 clarified aspects of the MoU such as: -*

1861 [SCANNED FROM RICOH MPC2011.MSG--20180131090227982.pdf - Pages 29 and 30]

- *The first $150,000 would be advanced through Ambrish Gupta's related company trust, Medical Associates of Northern Virginia, Inc Profit Sharing Plan (MANV Trust).*
- *In order to secure the advance funds, a Loan Note was given by AGMC Inc. to MANV Trust for the full amount of $300,000.*
- *The Loan Note would be cancelled, null and void upon receipt of 25% shares in the Malta SPV by Ambrish Gupta.*

Medical Associates of Northern Virginia, Inc Profit Sharing Plan

118. MANV Trust was Ambrish Gupta's related company trust that is party to a number of investor agreements and its role in the Concession is set out in detail in appendix 5.01.

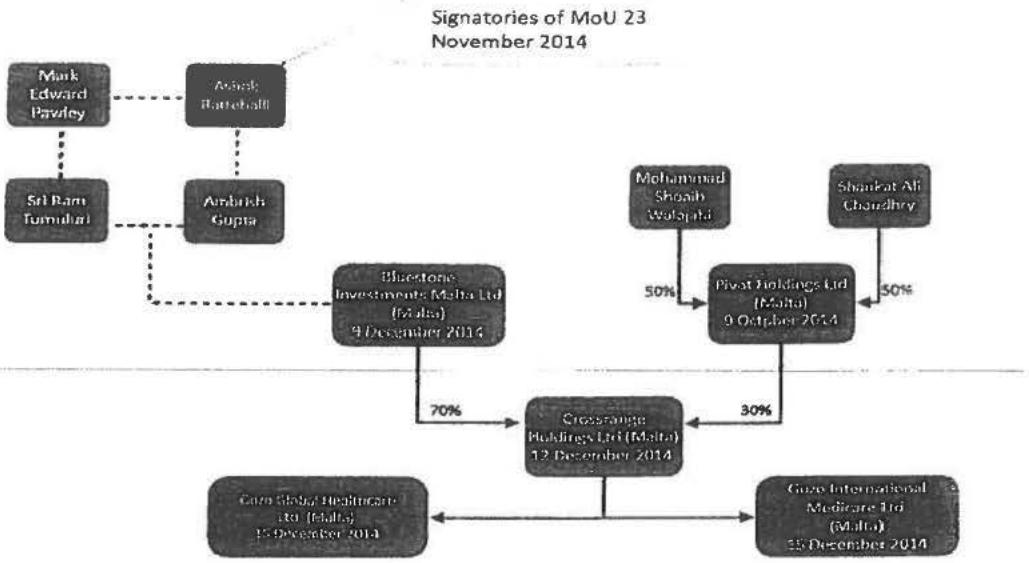
119. In a subsequent side letter amendment to the second MoU, [1862] the Financial Clause of the second MoU was replaced to the effect that Ambrish Gupta now agreed to advance a loan of $425,000 to Bluestone Special Situations #4 Ltd for his equity participation. It was noted that $150,000 had been advanced on 24 November 2014, the remaining $275,000 was to follow and, that Dr. Gupta would hold 25% of the shares in Bluestone Investments Malta Ltd through MANV Trust.

The intended structure of Crossrange Holdings Ltd

120. The diagram below illustrates the anticipated ownership structure at this stage, albeit this was to change considerably as both the scale of the project and the shareholders developed over the coming weeks. It shows both the "Local Partners" and the "Investor Group" owning shares in Crossrange Holdings Ltd which in turn would own the companies operating the hospital(s).

121. The two companies incorporated to operate GGH were Gozo Global Healthcare Ltd and Gozo International Medicare Ltd. The role of the two companies in the development of the concession is set out in appendix 7.10 and 7.20 respectively.

1862 [SCANNED FROM RICOH MPC3011.MSG--20180131090227982.pdf - Pages 31 and 32]



Due Diligence on Investor Group

122. *At the time the first MOU was signed on 10 October 2014, two parties within GoM (Malta Enterprise and OPM) both commenced due diligence on it's signatories. Further due diligence was later undertaken internally by DF Advocates. All of these quickly flagged up serious issues and are therefore examined below.*

OPM Due Diligence

123. *Alex Muscat and Josiane Cutajar from the Office of the Prime Minister (OPM) requested Prof. Joe Bannister (then Chairman of the Malta Financial Services Authority (MFSA)) to conduct enquiries on the investor group, while OPM maintained email contact with Mohammad Shoaib Walajahi.*

124. *On the date of the first MoU, 10 October 2014, Alexander Muscat (currently a Labour MP) emailed Prof. Bannister with Keith Schembri copied in, "We need a due diligence exercise on the following...AGMC Incorporated...Bluestone Special Situations #4 Limited...OXLEY ASSET MANAGERS LIMITED...Pivot Holdings Ltd."*

125. *On 16 November 2014, Prof. Bannister using his personal email, joe.bannister@go.net.mt, [1863] replied to Josiane Cutajar (then Legal Co-ordinator OPM and currently a Labour MEP), Alexander Muscat and Keith Schembri.*

1863 (BATCH TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Pages 46-48)

"Please call so I can explain. From what you told me about the careful(sic). I advise caution on the below except Oxley."

126. *The investors were listed below, and a short comment was recorded (in line) for each entity as follows,*

"AGMC – "We can't trace anything about the company you sent us...

...Bluestone Special Situations #4 – "We need to know who are the directors and investors in this company. These are usually very difficult to identify in the BVI. We also need the M&A of incorporation and latest accounts. Ask the promoters to submit these."

...Pivot Holdings – "Not sure what this is. Type of activity listed in M&A attached is consultancy service of whatever kind. Do we know the competence and experience of these people? Share capital is only 1,200 euros."

127. *This information was therefore available within weeks of the October 2014 MOU with the GOM being signed and made clear that no clean bill of health could yet be given. Under the terms of the MOU this had the potential to nullify the agreement and should in our opinion have resulted in urgent and appropriate action.*

128. *A printed, undated email [1864] showed that Josiane Cutajar requested follow up information from Mohammad Shoaib Walajahi,*

"1. as regards BSS#4 we need to know the directors and investors in this company and M&A and latest accounts. 2. Structure of persons/companies who will be managing/operating the project as well as audited accounts of all and the beneficiaries of any companies concerned."

129. *On 3 December 2014, Mohammad Shoaib Walajahi emailed Josiane Cutajar and Alex Muscat [1865],*

"BSS company docs, states MP is sole shareholder and incorporating a Malta sub, BIM this week. Negotiating with couple of banks to act as financial project manager for Gozo medical development. We have accounts with family offices in Swiss banks who will act obo Bluestone and provide KYC and SoF. In terms of development, still working with couple of group and

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1864 [BATCH TP110 GOZO HOS EV BAG GGX1000062202203210812l5.pdf - Page 44]

1865 [BATCH TP110 GOZO HOS EV BAG GGX1000062202203210812l5.pdf - Page 43 and 44]

will provide on or before presentation on 15th Jan. Bluestone is a private fund group so don't have & not required to have audited financials."

130. *On the same day Josiane Cutajar forwarded the email above to Joe Bannister's personal email and on 6th December 2014 he replied, [1866]*

"Its more clear now. A fund manager (MP) set up a SSV and high network individuals invest through it."

131. *The comments and information provided to OPM by Joe Bannister would not in our opinion be considered a sufficiently robust due diligence assessment that we would expect in advance of even a preliminary government agreement of this importance. Brief as they are, his comments would certainly not satisfy any doubts held about the investors' suitability for a project of this size and importance. We note that he advised caution and in regard to Pivot and questioned their experience and competence as well as their limited share capital. We also find it questionable why Joe Banister's personal email was the preferred avenue for this correspondence.*

Malta Enterprise Due Diligence

132. *Mario Galea of Malta Enterprise instructed Mosaic Advisers Ltd, a London based "business intelligence consultancy, providing high-value insight and assessment to investors, professional advisers, and governments " [1867] to conduct due diligence.*

133. *The Mosaic Advisers data recovered consisted of printed emails and report papers recovered at Malta Enterprise. We could not find any correspondence in a digital format and this limits our understanding of Mosaic's input and who it was shared with, as we can only see what has been printed.*

134. *Mosaic briefings from the time of the October 2014 MoU with GOM were recovered in the data in regard to Oxley Capital Group, AGMC Incorporated and Dr Ashok Rattehalli.*

135. *On 24 October 2014 Mosaic Advisers Briefing Note Oxley / Update 1 Draft was sent to Mario Galea [1868] This briefing referred to an earlier email sent by Mosaic on 9 Oct 2014, which provides a timeframe of when they were first instructed by Malta Enterprise.*

1866 [BATCH TP110 GOZO HOS EV BAG GGX1000062202203210812l5.pdf - Page 43]

1867 [Mosaic Advisers.pdf - https://www.mosaic-advisers.com]

1868 [BATCH TP110 GOZO HOS EV BAG GGX1000062202203210812l5.pdf - Pages 190-204]

"Oxley presents a confusing picture of itself. On the one hand it appears to employ a number of relatively high-grade property professionals...On the other hand there has been next to no meaningful commentary about the company in recent years."

136. *In terms of Oxley Capital, Mosaic Advisers noted an array of Oxley related companies in Singapore alone: Oxley Asset Managers, Oxley Projects, Dempsey Commodities, India office Management, and Midas Oversea Developments. The role of Oxley Capital within the Malta Healthcare Concession is set out in further detail at appendix 5.11.*

137. *A Mosaic Advisers briefing note dated 11 November 2014 [1869] relating to AGMC Incorporated and Dr. Ashok Rattehalli identified the following key findings,*

"...AGMC has a very small public footprint. Most information about the company appears to be self-generated...It gives the strong impression of being a company practising what might be described as deceptive (but amateurish and unconvincing) marketing.

AGMC appears to be little more than a front for Dr Ashok Rattehalli himself...he was named as a representative of a discredited university that has been accused by the United States government of visa fraud...it is difficult to conclude that Dr Rattehalli is a serious businessman and, in the absence of further evidence, it would be prudent to treat his claims with the appropriate degree of scepticism.

Dr Rattehalli is involved in an ongoing repossession lawsuit in his local county-he faces the prospect of having his property seized because of his failure to pay his debts-suggesting that he could be in serious financial trouble."

138. *Further briefings were provided to Malta Enterprise the most significant of which was on Bluestone Investments Malta.*

139. *Much later, after the Concession had been awarded and just as it commenced operating, the series of emails detailed below again raised the Due Diligence that had been carried out. It is not clear what triggered this, but we note it followed the revelations in the media about Government Ministers, their Panama companies and the awarding of the Hospitals Concession in the early spring of 2016 (see appendix 4.90).*

1869 [BATCH TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Pages 139-151]

140. *On 1 June 2016 Alex Muscat forwarded two emails to Mario Galea. Both related to the previous due diligence correspondence between OPM and Joe Bannister which is shown above. Mario Galea immediately forwarded one of the emails to Chris Fearne [1870] at the Health Ministry with the comment, "More info."*

141. *On 3 June 2016 Simon Child of Mosaic Advisers emailed Mario Galea on the scope of additional research on Oxley/Bluestone that had been requested. [1871] The email content implies that they had corresponded recently, but we did not find any earlier email,*

"You asked that we update our findings. In particular, you mentioned that Oxley has been engaging some expensive consultants and want to be sure...that they have the means to fund that work."

142. *In the emails that followed, Mario Galea asked for Mosaic to be discrete and referred to media interest. [1872] He stated, "...we need to be careful. We have a 200 million contract and up to now we don't have any reason to doubt that bs and ox can deliver and we don't want to scare them in any way."*

143. *On 20 June 2016 Mosaic Advisers emailed Mario Galea with a briefing on Bluestone Investments Malta [1873]. In the body of the email, it was noted, "As discussed at the outset, we have focused on what we can see about its financial health...we have come away from this review somewhat sceptical of the business' condition"*

144. *The report raised questions about Bluestone's financial health, Ram Tumuluri's experience and in regard to Oxley [1874] remarked, "...such a large project may be beyond its own capabilities." The report concluded on Oxley, [1875] "...we can see no evidence and have little confidence that the Oxley Group has the required funds available or has the relevant expertise to raise such funding for the Malta project."*

145. *Overall, we regard Mosaic's assessments to be reasoned, consistent and to the point. They were also prophetic. The briefings were thorough and detailed, and it raises the question why their red flags and warnings were seemingly ignored.*

1870 [Batch TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Pages 43 and 46]

1871 [Batch TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Page 71]

1872 [Batch TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Page 70 and 71]

1873 [Batch TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Page 68]

1874 [Batch TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Pages 49-68]]

1875 [Batch TP110 GOZO HOS EV BAG GGX10000622022032108121S.pdf - Pages 49-68]

146. *Footnotes to the Bluestone briefing referred to Mosaic's previous briefings and correspondence. Due diligence briefings on Shaukat Ali and Mohammad Shoaib Walajahi were referred to with the dates: 13, 23 and 26 February 2015.*

147. *While the footnote implied little was known about either individual, we consider it would be useful if we had access to all Mosaic Advisers briefings commissioned by Malta Enterprise in regard to the investor group parties and specifically, the briefings provided for Pivot Holdings, Shaukat Ali and Mohammad Shoaib Walajahi, as we could not locate these in the data available to us.*

148. *The request for updated due diligence appeared to have been kickstarted on 1 June 2016, some 15 months after the first request to Mosaic and seven months after the concession agreement had been signed.*

149. *We suggest that media reports in Malta the previous day, 30 May 2016, may have been a factor. The Times of Malta had reported that Konrad Mizzi's company bank account in Panama had planned to receive USD240,000 per year from ""management consultancy and brokerage", according to emails from Nexia BT." [1876]*

150. *We also note the reference in Mosaic Advisers email dated 3 June 2016, as stated above, "...you mentioned that Oxley has been engaging some expensive consultants."*

151. *Chris Cardona, former Minister for the Economy, Investment and Small Business gave evidence to the National Audit Office in July 2020 [1877]. When he referred to the due diligence undertaken by Malta Enterprise, he stated,*

> *"... Mario Galea kien ic-CEO tal-Malta Enterprise u jiena kont kellimtu lil Mario u kont ghidtlu isma dana konna ffirmajna Memorandum of Understanding fi 2014 ma nafx fil-fatt jekk dan il- Memorandum kienx gie estiz xi darb' ohra, ma jidhirliex, u Mario Galea kien qalli illi kellu xi ammont ta' laqghat li kienu numbered, kif ghidt iktar qabel, illi kienu sahansitra ghamlu wkoll minn naha taghhom due diligence, illi ghal finijiet ta' Malta Enterprise, ma kinux sodisfacenti, u allura l-Malta Enterprise kienet, in a way, irrevokat dan il-Memorandum of Understanding."*

1876 [Konrad Mizzi company planned $240,000 a year – Nexia.pdf]

1877 [2020_07_23 - Christian Cardona [Transcript].docx]

"... Mario Galea was the CEO of Malta Enterprise and I had spoken to Mario and I had told him that we had signed a Memorandum of Understanding in 2014 I don't actually know if this Memorandum was extended again, I don't think so, and Mario Galea had told me that he had a number of meetings that were numbered, as I said earlier, that they too had done their due diligence, and from their part Malta Enterprise were not satisfied and so Malta Enterprise had, in a way, revoked this Memorandum of Understanding.."

(Translation provided by Magistrate Gabriella Vella)

152. *On 21 July 2020 Mario Galea gave evidence to the NAO [1878], specifically on whether it was his call on the due diligence reports received, he stated,*

"Le it was not my call jekk inkomplux bil-progett jew le."

"No it was not my call whether we continued with the project or not."

"Le, le. Imma x'kienet ir-reazzjoni tieghek allura? What was your judgement of the due diligence?"

"No, no. But what was your reaction then? What was your judgement of the due diligence?"

"My judgement kien pjuttost newtrali. Jigifieri la kien tajjeb hafna u lanqas hazin hafna hux."

"My judgement was pretty neutral. That is, it was neither very good nor very bad."

"Imma mhux jimpedik li tieqaf?"

"But wouldn't it impede you to stop?"

"Le. Le, ma kienx jimpedik li tieqaf hux...Imma milli niftakar jien issa, ovjament sitt snin down the line, hemm affarijiet tajbin, u kien hemm affarijiet... Imma nerga nghid bhal kull due diligence report iehor hux. Imma ma kinux assolutament qalulna ieqfu."

"No. No, it wouldn't have prevented you from stopping... But from what I remember now, obviously six years down the line, there are good things, and there were things... But let's say, like any other due diligence report, right. But they absolutely hadn't told us to stop."

(Translation provided by Magistrate Gabriella Vella)

1878 [2020_07_21 - Mario Galea [Transcript].docx - Pages 14-16]

153. *In our opinion the information contained in the briefings Malta Enterprise received flagged up what appear to us to be major issues of concern about the suitability of this group to develop and run a major health provision project.*

154. *The NAO report part 1 Addendum July 2020 [1879] states at para 52,*

"In submissions made to this Office, the Minister for the Economy referred to the due diligence that Malta Enterprise had undertaken with respect to the Investors, noting that the negative outcome of this due diligence in a way led Malta Enterprise to revoke the MoU. The Minister for the Economy informed the NAO that he was not privy to the basis of this negative outcome, citing that this was confidential information that Malta Enterprise was prohibited from disclosing under the Business Promotion Act, unless otherwise instructed by the Prime Minister or by Court order"

155. *In our opinion, the medical management team, AGMC and Ashok Rattehalli were identified as unsuitable from the very outset. Doubts were also cast on Oxley and Mark Pawley at a early stage. It is difficult to comprehend why the concession proceeded as planned.*

DF Advocates Letter of Engagement in relation to Crossrange

156. *In December 2014, DF Advocates were retained as legal advisors to Crossrange Holdings Ltd (Appendix 6.40). Crossrange was a holding company set up on 12 December 2014 as part of the initial plan to hold the Gozo General Hospital companies. It was therefore formed after the second MoU was signed. Crossrange was held 70 % by Bluestone Investments Malta Ltd and 30% by Pivot Holdings Ltd.*

157. *In their Letter of Engagement addressed to Mark Edward Pawley and Mohammad Shoaib Walajahi on 10 December 2014, [1880] DF Advocates referred to meetings with Mohammad Shoaib Walajahi and Ram Tumuluri as well as client negotiations with GoM to:-"... conclude an agreement on transfer of (GGH) land... for further development and expansion by the Client... who shall take over management from GoM and shall be responsible for operations of GGH."*

1879 (VGH July 2020 Part 1 Addendum.pdf - Page 14 - https://nao.gov.mt//loadfile/5356e198-d255-44c0-a7c7-46a6accc64cf)

1880 (Engagement Letter_10122014.pdf - RE Gozo Medical Complex Legal Services Agreement.msg)

158. *It seems clear from this letter that both DF Associates and their clients regarded the takeover of GGH as agreed with GoM.*

159. *A fee of €25,000 was set out for Phase One, "legal advice during negotiations with GoM leading to and ending with the conclusion of the agreement." A €3,000 monthly retainer fee would apply for Phase Two, "construction and set up of the project"; and a €2,000 monthly retainer fee would apply for the Operations Stage.*

Due Diligence conducted by DF Advocates

160. *On 16 December 2014, Charmaine Calleja, Compliance Officer for DF Corporate sent Kevin Deguara, Senior Partner at DF Advocates (appendix 10.40) an email with an attachment, DOC118.pdf. [1881] Searches had been conducted for all named shareholders within the Crossrange structure. DOC118.pdf contains a search of RDC, the Dun & Bradstreet due diligence database, on Chaudhry Shaukat Ali.*

161. *Two news articles were contained within the file:*

- *3 October 2008 from The Nation (Pakistan) names a Chaudhry Shaukat Ali, ex- MNA and Chairman of District Council of Lahore, among other politicians who were acquitted of corruption by way of presidential pardon.*
- *12 July 2009 from Plus New Pakistan names a Chaudhry Shaukat Ali as a beneficiary of a pardon application before the Supreme Court of Pakistan.*

162. *Further due diligence documentation on Shaukat Ali and Mohammad Shoaib Walajahi was requested [1882] from Chris Spiteri who was the accountant and auditor for the investor group companies. His role is set out in appendix 10.10.*

163. *On 23 January 2015, Elena Roxana Nedelcu of DF Advocates conducted a search on the name, Shaukat Ali with associated countries, Malta and Pakistan, and with a date of birth of 19 March 1951. An alert on Shaukat Ali, Malta was returned however the document [1883] within does not make any specific reference to Malta. Further searches were conducted with nil return albeit his name was misspelt as Chaudry.*

1881 [DOC188.pdf - (Charmaine Calleja - Kevin Deguara-Gozo Medical Complex (59076302).msg)]

1882 [message.body - RE Gozo Medical Complex Crossrange Holdings Ltd-1.msg]

1883 [ROXANA NEDELCU - DEBORAH CHAPPELL-DUE DILIGENCE SHAUKAT ALI.MSG--RDC searches with alerts.pdf]

164. *On 12 March 2015, Kevin Deguara sent Ram Tumuluri an updated request for payment, [1884] and noted that following their meeting, DF Advocates fees had increased to €40,000 (from €25,000) for this stage, as the legal services had become more complex, noting the fast-track public procurement procedures and addition of St. Luke's Hospital.*

165. *On 20 March 2015, Elena Roxana Nedelcu emailed Kevin Deguara, with Edward Saliba and Deborah Chappell in copy, [1885] and stated that she had completed her research on Chaudhry Shaukat Ali, the only one from the group with suspicious results;*

"According to the RDC and Google searches his name appears in a huge bribery and political corruption scandal in Pakistan. Chaudhry is a high level PEP, a former official of the Lahore Zila Council and together with other officials was accused in 2002 by an accountability court of having caused a 1.43 billion Pakistan rupees loss to the Council."

166. *She further detailed that he benefitted from an amnesty in 2009 and it is not clear what happened after but in an article from October 2011 he was recorded as having a courtesy call with the President of Malta.*

167. *We understand that the name Shaukat Ali is not uncommon in Pakistan and that, as illustrated below, Chaudhry may have different spelling variations. However, it is unclear why it took three months to confirm the same result that had been forwarded by Charmaine Calleja on 16 December 2014, namely that Chaudhry Shaukat Ali was a PEP who had previously been involved in corruption scandals.*

168. *A Pakistani passport recovered in the data for Chaudhry Shaukat Ali, passport number CC4196284, was issued on 31 October 2012 (father's given name Chaudhry Abdul Ghafoor) and his Maltese residency permit number MT0031719, also recovered in the data, issued on 8 August 2014 both spell his name as CHAUDHRY SHAUKAT ALI [1886] whereas documents held by the Malta Business Registry submitted by Chris Spiteri have the name CHAUDRY.*

169. *At any rate, the due diligence documents reveal that DF Associates were aware of Shaukat Ali's connection to serious*

1884 [message.body - Re Services' Concession Gozo - St Luke's Medical Complex Engage.msg]

1885 [message.body - Elena-Roxana Nedelcu - Kevin Deguara-Gozo - St Luke's Medical Complex .msg]

1886 [Shaukat Ali Chaudhry.pdf]

financial and corruption issues in Pakistan and it follows that they must have known that he (and therefore Crossrange) would be unlikely to pass any proper due diligence carried out in relation to the pending RfP.

170. *Checks were also conducted by DF Advocates on JAG Partners LLC, Ambrish Kumar Gupta, Sri Ram Tumuluri, and Mark Edward Pawley on 21 May 2015 with no alerts at that time. We note that Crossrange was eventually replaced in the consortium structure by Vitals Global Healthcare Limited (appendix 4.01) citing due diligence concerns.*

171. *On 11 May 2015 Ram Tumuluri emailed Jonathan Vella of Chris Spiteri's office asking for the incorporation of Vitals Global Healthcare Limited to be 100% owned by Bluestone Investment Malta Ltd. [1887] "We decided to submit the RFP with the new co instead of Crossrange, to avoid any DD on past director (i.e. Shoaib)."*

172. *We consider that the decision to avoid using Crossrange in the RfP was indeed borne out of the need to avoid due diligence. However, whilst the email mentions Shoaib (Walajahi) we suspect that the change may have been related to Shaukat Ali given the information that DF Advocates uncovered. We are not aware of any due diligence having been carried out on, or any issue raised about, Mohammad Shoaib Walajahi to prompt Tumuluri's comment.*

The use of DF Advocates bank accounts to channel consortium monies

173. *As set out in appendix 6.50, we also note that around January 2015 Pivot Holdings Ltd was having trouble with its bankers. Pilatus Bank had identified Pivot as a high-risk client. This may have a bearing on why the monies noted below were channelled through DF Advocates bank accounts and why the company, after being involved in initial negotiations as a member of the consortium, was not included in the application process.*

174. *As detailed in appendix 10.40, on 14 May 2015 JAG Partners (associated with Dr Gupta - appendix 5.02) paid US$600,000 to Kevin Deguara's personal BoV US Dollar savings account with a further US$50,000 paid on 18 May 2015. Deguara then remitted the combined US$650,000 to DF Advocates and the amount was*

1887 (message.body - New incorp needed urgently.msg)

dispersed from here. The $600k on 14 May said "Escrow account-Bid Bond" but the $50k on 18 May 2015 had no narrative. On 19 August 2015 JAG Partners paid a further US$225k to Deguara's personal account with subsequent distributions to recipients including Wajid Ali and Mount Everest FZ. This is detailed further in appendices 10.40 and 10.50 on Deguara and his firm.

Legal Issue and the Route to RfP

175. *We noted above that the DF Advocates Engagement Letter assumed that the awarding of the contract had been agreed with GoM. An email was sent on 6 January 2015 from Mohammad Shoaib Walajahi to Bradley Gatt and Kevin Deguara, [1888] "I have raised the legal issue highlighted in your email to OPM...the Govt is fully aware of this issue... there is no legal hurdle for them to award this project if we meet all their criteria."*

176. *He went on to state that this combined with the MoU should act as a comprehensive brief for DF Advocates to provide a near final definitive and comprehensive legal agreement that could be presented on January 15th. Kevin Deguara replied, "The contents of your email have been noted." Mohammad Shoaib Walajahi followed up the next day that Josiane Cutajar was available to discuss the matter to understand their requirements.*

177. *On 12 January 2015, a document headed "Framework Agreement Gozo Medical Complex" [1889] was emailed by Bradley Gatt to Shoaib Walajahi, Kevin Deguara and Deborah Chappell, "...please find first tentative agreement for further discussion." We note that, at this stage, this Framework Agreement still referred only to the development of Gozo Medical Complex.*

178. *By 15 January 2015, when Mohammad Shoaib Walajahi replied to the same parties, [1890] we see that Konrad Mizzi was again not confined to policy formation and was prepared to engage in discussions on more technical matters, in this case, the legal issue raised previously by DF Advocates*

"Thank you for emailing a good and solid working draft, which we will need to refine futher. Things are happening at a frenetic pace and I must apologise for not having you guys in the loop. I have been asked by Minister Mizzi to arrange a meeting for your team to meet him and his staff specifically to discus the legal

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1888 [message.body - RE Gozo Medical Complex Legal Agreement for Gozo Medical Campus.msg]

1889 [message.body - RE Services' Concession Gozo Medical Complex Legal Agreement (59077537).msg]

1890 [message body - RE Services' Concession Gozo Medical Complex Legal Agreement .msg]

hurdle (public call) ...He is interested in exploring all legally avenues, including exceptions to solutions to this matter."

179. *On 22 January 2015 Ryan Falzon of DF Advocates emailed a thirteen-page legal analysis and assessment of the rules affecting the Concession to his colleagues, Kevin Deguara, Bradley Gatt, Deborah Chappell and Jean Farrugia of DF Advocates. [1891] The document was structured as follows:*

   I. *The Concessions Directive, General Principles, Definition of a Concession, Exemption for the Granting of Titles over Immovable Property,*

   II. *Simplified Regime; Individual Considerations and Proposals, Medical College, Rehabilitation Centre, New Hospital and Outpatients Ward;*

   III. *Overall project Proposals and Risks, Option 1, Option 2.*

180. *The two options set out in part three above formed the basis of an email sent on 26 January 2015 by Bradley Gatt to Ram Tumuluri, Mohammad Shoaib Walajahi and other DF Advocates staff, headed, "Gozo Medical Complex: Potential Solutions for Consideration" [1892] which referred to an earlier meeting and a summary of the solutions discussed.*

The Concept is rejected by Malta Enterprise

181. *Four days later, on 26 January 2015, a letter was sent by Mario Galea of Malta Enterprise to Mark Pawley at Oxley, [1893]*

   "We thank you for presenting your high level concept for Gozo hospital to government.

   Please note that the concept as presented for a 650 bed hospital for government patients is not aligned to the current requirements if government.

   Malta Enterprise together with the Ministry of Health will be working on developing an operating model which reflects Government requirements."

182. *As previously noted, Chris Cardona, in his submissions to the NAO, [1894] said Mario Galea had told him that the negative outcome of the due diligence undertaken by Malta Enterprise, in*

1891 [Gozo Medical Complex Project.docx]

1892 [message.body - Gozo Medical Complex Potential Solutions .msg]

1893 [BATCH TP110 GOZO HOS EV BAG GGX10000623022032108121S.pdf - Page 2]

1894 [2020_07_23 - Christian Cardona [Transcript].docx]

respect to the investors, was in a way what led Malta Enterprise to revoke the MoU.

183. *On the other hand, Konrad Mizzi, the former Minister for Energy and Health, in his submissions indicated that the letter of rejection written by Malta Enterprise was due to the Gozo proposal as presented at OPM on the 15 January 2015 being unsuited to the needs of GoM at that time, and that this effectively drew a line under the MoU between the Investor Group and GoM and that the subsequent RfP was a fresh process. Given that the discussions between the investor group and GoM had been ongoing for months it is in our opinion hard to reconcile that the investor proposal would be so out of step with government requirements.*

184. *The Malta Enterprise letter appeared in conflict with what was happening at this time and could be viewed as a veiled attempt to portray the MoU as no longer in play. We know that negotiations between the investor group, GoM, and their legal representatives continued in an attempt to find a way forward that reflected the terms set out in the MoU but with the addition of St. Luke's and Karin Grech hospitals. At any rate, this appears to have marked the end of Malta Enterprises involvement with the proposals for the Concession.*

Involvement of the Government's Legal team in the Pre Tender process

185. *At this stage the Investor Group, based on legal advice provided by DF Advocates [1895] knew that the MoU, as the basis upon which to award three public hospitals was not without challenge and was therefore not a viable course of action.*

186. *On 26 January 2015 Bradley Gatt emailed Mohammad Shoaib Walajahi and Ram Tumuluri with Kevin Deguara and Jean Farrugia in copy. The email, titled "Gozo Medical Complex: Potential Solutions for Consideration" included two solutions which are concluded on as follows,*

"...(i) Solution 1 – Emphyteutical Grant...the emphyteutical deed without subjecting the grant of the operations of Gozo GH and/or Karen Grech and the purchase by the GoM of hospital beds from private operator to a public call, would render the transaction tenuous from a legal perspective in that the GoM may eventually be exposed to an investigation and eventually subject to legal proceedings at EU level.

1895 (message.body - Gozo Medical Complex Potential Solutions .msg)

(ii) Solution 2 – Emphyteutical Grant – Public Call for Services...this second solution gives no certainty to Crossbridge as to the possibility of taking over the operation of Gozo GH and Karen Grech. However it would directly or indirectly through a subsidiary have the opportunity to participate in the public call to participate in the public call to take over the said operations and well as to sell hospital beds to the GoM."

187. *This email is highly significant as it informed the investors, and any other interested party, that the only realistic way to progress, without incurring possible EU investigation and legal proceedings, was with a public call.*

188. *On 30 January 2015, there was a meeting (referred to in the email below) at the Health Minister's office between Aron Mifsud Bonnici, Solicitor acting for the Government of Malta, Ram Tumuluri and Shoaib Walajahi with Kevin Deguara and Jean Farrugia of DFA solicitors in attendance also. The same day, Ram Tumuluri emailed the MoU [1896] to Aaron Mifsud Bonnici (appendix 10.60) who had been drafted in by GoM to provide legal advice in regard to the health concession. With Mohammad Shoaib Walajahi in copy, he referred to their meeting that day at the Health Minister's office and detailed that Kevin Deguara and Jean Farrugia, copied in, would provide comments and recommendations by email i.e., the options that had been provided by DF Advocates.*

189. *On 6 February 2015, Jean Farrugia of DFA Solicitors sent Aron Mifsud Bonnici of Mifsud Bonnici Advocates an email significantly headed up – "RE: Proposed Emphyteutic Grant – Government of Malta (GoM) – Crossrange (CR)- Gozo Hospital (GGH)- St Luke's Hospital (SLH) and Karen Grech Hospital (KGH)". [1897]. He acknowledged their meeting on 30 January 2015 and commented, "...as promised please find attached a short report containing our high level thoughts and views on public procurement/concessions issues which our respective clients should consider in structuring the transaction leading to the implementation of the project subject matter of the Memorandum of Understanding (MOU) signed on the 10th October 2014 between the GoM and the investors."*

190. *We note that they were still striving to implement the project covered by the October 2014 MoU. We expect that the short report*

1896 [message.body - RE Gozo Medical Complex Healthcare MOU.msg]

1897 [message.body - RE Gozo Medical Complex Healthcare MOU.msg]

Jean Farrugia referred to in his email offered the same conclusions as those delivered to the investors, namely that the two parties would have difficulty concluding on their agreement without a public call.

191. *We understand that Emphyteusis is a contract for land that allows the holder the right to the enjoyment of a property, often in perpetuity, on condition of proper care, payment of tax and rent. In the email Jean Farrugia attached a short report which contained their high level thoughts and views on public procurement/ concessions issues which "our respective clients should consider in structuring the transaction leading to the implementation of the project subject matter of the MOU signed on 10 October 2014....".*

192. *This is significant for two reasons:*

i. *VGH now claim that because the October MOU only referred to Gozo hospital it did not therefore relate to the final concession project which also includes both St Luke's and Karin Grech hospitals. They therefore claim that the earlier MOU and negotiations relate to an entirely separate project. This is clearly false based on the emails exchanged between the legal firm Deguara Farrugia Advocates and the solicitors acting for the government Aaron Mifsud Bonnici in February 2015. These emails were clearly prior to the public Call for Tender and they clearly specified the inclusion of both St Luke's hospital and Karin Grech hospital in the negotiations. [1898]*

ii. *It is also clear from the chronology of this email exchange in February 2015 that both the VGH investors and the government ministers received legal advice from Deguara Farrugia Advocates that they would be in contravention of public procurement regulations if they preceded to reach agreement without a public call for tender. It is also clear that the negotiations were well advanced by the time they received this legal advice.*

193. *The emails above are further corroboration of the findings of the Auditor General's report into the Audit of the Tender process and confirm the conclusions reached in that report that there is ..."the*

1898 (message.body - RE Services' Concession Gozo Medical Complex Healthcare MOU.msg)

greatest shadow of doubt over the validity of the concession awarded by Government, for in reality, all appears to have been pre-agreed and the procurement process undertaken was solely intended as a superficial exercise leading to an already determined outcome [1899

194. *There was a draft Framework Agreement created by Deguara Farrugia Advocates Solicitors dated an unspecified day in February 2015 [1900] drawn up between Government of Malta as represented by Dr Christian Cardona and Minister for the Economy, Investment and Small Business, Dr Konrad Mizzi and an Investor company (unnamed at the date of the draft).*

195. *In light of this, we consider that from this point forward the Inquiry may consider it likely that both parties and their representatives conspired to engage in a fraudulent RfP process as the means to complete their agreement.*

Walajahi replaced by Asad Ali

196. *An email sent by Ram Tumuluri to members of the investor group on 21 January 2015 [1901] indicated his leadership role during this stage of negotiations,*

"Dear Partners, As we approach closer to the finish line in achieving our target of signing a final derivative agreements, it is crucial that I am present in any and all meetings and discussions in order for us to make informed decisions. I plan to stay in Malta and available till such time as the negotiations are completed with the government and other parties. Please be further advised that any legal, corporate and other communications will need to go through me as the point of contact. This is to ensure the efficiencies in work flow and protect the interest of investor group who are the majority shareholders of Crossrange Holdings."

197. *Emails were exchanged between this group with a view to setting up a further meeting. However, on 11 February 2015, Mr. Tumuluri informed Kevin Deguara and Jean Farrugia by email [1902] that Mohammad Shoaib Walajahi had been removed from the group and replaced by Asad Ali. This would be in keeping with our observation that Walajahi was probably an agent of Shaukat Ali and the "Local Partners" rather than an independent potential*

1899 [NAO-report.pdf - Page 180 and 181 Paragraph 5.2.10]

1900 [Framework Agreement Gozo Medical Complex]

1901 [message.body - Meeting protocols.msg]

1902 [message.body - Re Services' Concession Gozo Medical Complex Healthcare MOU(59078082).msg]

investor. We are not aware of him placing any funds in the group and his severance agreement, was based only on the introducer services he provided to Crossrange (see appendix 5.25).

198. *The email provides insight into the influence that the Ali family continued to have within both the consortium and the GoM,*

"...We are in the process of assigning Asad Ali as the point of contact for our local Malta representation. ***Asad is the son of Shaukat Ali and has direct contacts with the government officials and will be quicker to organize the necessary meetings and support we need from OPM.*** *Asad will soon be one of the Directors of Crossrange Holdings and also shareholder of Pivot Investments. I have copied Asad in this email. From this point on, please copy emails to Asad and remove Shoaib from the list ..."*

199. *As detailed more fully in appendix 5.25, on 6 March 2015, an 'Introducer fee Settlement' agreement [1903] was executed between Mohammad Shoaib Walajahi, Sarwat Shoaib Walajahi (his wife) and Crossrange Holdings Limited. It referred to the earlier MOU dated 10 October 2014. The settlement amounts stated were €30,000 within 30 days of the execution of the Settlement Agreement and €2,800,000, within 60 days of the execution of the Final Agreement between Crossrange and GoM, subject to provisions in clause 2.4. Clause 2.4 referred to the Final Agreement between Crossrange (or a related party) and the Maltese Government.*

200. *The Agreement awarded Walajahi an amount of €2,800,000 if the tender for the hospital concession was awarded to Crossrange Holdings Ltd. This fee agreement clearly linked the October 2014 MOU between the Investors (who included Walajahi) and the Maltese Government and future award of the concession tender to the Investors.*

Konrad Mizzi 's role in trying to award the concession without an RfP

201. *With Mohammad Shoaib Walajahi now removed, Ram Tumuluri began to play a more central role and later that month, on 24 of February 2015 he emailed Jean Farrugia and Kevin Deguara, [1904]*

1903 (17.MSG-Introducer Fee Settlement Agreement_Shoaib_Crossrange_Executed.pdf)

1904 (message.body - RE Services' Concession Gozo Medical Complex H(59075543).msg)

"I just got the meeting invite from OPM for this evening at 8.30 Pm to finalize the legal ways for our transaction. Could one of you or both can attend the meeting with me this evening? It will be with us health minister and his legal team."

This again makes clear the Konrad Mizzi was significantly involved in the detail of trying to award the Concession without the need for a RfP.

202. *Two weeks after this meeting between the OPM and Mr Tumuluri, on 12 March 2015, a memorandum titled, 'Procurement (Health Service Concession) Appeals Board Regulations, 2015' was submitted by Konrad Mizzi [1905]. The memorandum sought to expedite the procurement process for health concessions and was approved by Cabinet on 17 March 2015. [1906]*

The Request for Proposals and committee appointments

203. *Adrian Said was the Executive Chairman of Projects Malta at this time. Aaron Mifsud Bonnici also held the roles of Executive Director and Board Secretary at Projects Malta, but as noted above had been requested by GoM to provide legal advice on the concession.*

204. *Part 1 of the NAO audit report commented that having reviewed the Projects Malta Ltd Board of Director's meeting minutes, the first mention of a healthcare concession was in the meeting held on 27 August 2014.*

205. *We located these minutes in the data and at Minute 4/2: Overview of Projects [1907] it was stated that,*

"St Luke's development is a project where the premises are given through a concession with government, guaranteeing a commitment to take a number of beds for rehab, long term, etc. This would support the bringing over of patients from abroad for operations in Malta, followed by a period of convalescence and rehabilitation."

206. *No other significant reference was made to the project in the meetings held by the Board of Directors of Projects Malta Ltd until that held on 16 April 2015.*

207. *We note that on 27 February 2015, a direct order from Ronald Mizzi, Permanent Secretary at the Ministry for Energy and*

1905 [BATCH JUNE37 DOK PMX1000278202206040738O6.pdf - Pages 5-16]

1906 [Cabinet Memo List.msg]

1907 [PML - BOD 02 – 27.08.2014.pdf - NAO 439 & 469- VGH Inquiry.msg]

Health, was placed with Nexia BT for the provision of general project management services for a period of twelve months for €40,800. [1908]

208. *On 16 March 2015, a Nexia BT Letter of Engagement [1909] for "...specialised consultancy and general advisory services in assisting the Ministry in project management" was sent to Projects Malta.*

209. *On 17 March 2015, just ten days before the RfP was issued, the Projects Malta board was informed that the GoM was issuing an RfP for St Luke's and GGH. Adrian Said informed John Valenzia, Project Implementation Co-ordinator who emailed Aaron Mifsud Bonnici, [1910] "...kindly supply us with more information in this respect and what are the requirements from Projects Malta?"*

210. *The following day Aaron Mifsud Bonnici replied, "I will be happy to brief you when PML's role is clearly determined."*

211. *Projects Malta published the RfP on 27 March 2015, however it appeared that they had only just received the RfP documentation, as indicated by an email from Aaron Mifsud Bonnici to John Valenzia in the early hours of 27 March 2015, [1911]*

"As discussed yesterday, I will be sending you the RFP which bidders will be entitled to collect from you as from 9am today against a non-refundable deposit of €5,000 and the signing of the attached Confidentiality Agreement."

212. *On 30 March 2015 Ronald Mizzi, then Permanent Secretary for Energy [1912] emailed Adrian Said,*

"RE Health PPP:

Project Management Team

i. Joe Micallef (Beat Consult)

ii. Stephen Attard (Ganado Advocates)

iii. Clement Mifsud Bonnici (Ganado Advocates)

iv. Stefan Frendo (Ganado Advocates)

v. Antoine Cremona (Ganado Advocates)

1908 [Nexia BT - Direct order approval.pdf - Letter of engagement.msg]

1909 [MSH Eng Letter Energy secondment v4 fixed fee final.pdf - RE Letter of engagement-16.msg]

1910 [timeline of events Projects Malta (Part 1).pdf - Page 6]

1911 [Fwd RFP.msg]

1912 [message.body - RE_ RE_ RE_ Evaluation Committee_(1).msg]

vi.Aron Mifsud Bonnici (Legal Advisor, MEH)

vii.George Gregory (RSM Malta)

Evaluation Board

Chairman: James Camenzuli

Members: Brian Tonna, Mario Galea, Robert Borg

Overseeing tender procedure and opening of bids: Dr Marco Burlo'

~~*Review Board*~~

A Review Board shall be set up, known as the Procurement (Health Service Concessions) Review Board, regulated by the Procurement (Health Service Concessions) Review Board Regulations, 2015, to hear and determine complaints submitted by candidates."

213. *Responsibility for the official appointments to the Evaluation Committee for the healthcare concession, as well as other projects at this time, was an area of ongoing disagreement between MEH and Projects Malta. MEH wanted Projects Malta to issue the official appointments, following approval from the Permanent Secretary at MEH, whereas Projects Malta considered that they had not appointed the Evaluation Committee and it was therefore not their responsibility. Concerns within Projects Malta over accountability and responsibility for appointments to committees were present in other PPP projects. For example, on 7 April 2015 Adrian Said emailed Dolan Debattista, Senior Manager at OPM, in regard to Appointment of the Evaluation Committee for the Floating San Tumas Malta project, [1913] "In the interest of good governance and transparency it is always opportune for the PermSec to identify and appoint the board of adjudication."*

214. *When Dolan Debattista reiterated that Projects Malta should prepare and sign letters of Appointment for approval by the Permanent Secretary, Adrian Said replied, "I believe we have discussed this over and over again – I also brought this up with the Minister. Indeed, as is also indicated by the email below, PML has not appointed the Evaluation Committee members but the Perm Sec."*

215. *On 10 April 2015, the Steering Committee met for the first time. Membership of the Steering Committee consisted of: - Dr Konrad Mizzi, Ronald Mizzi, Lindsey Gambin, Emrin John Vella, Dolan*

1913 [message.body - RE_ RE_ RE_ SLH _ KGRH _ GGH RFP - Evaluation Board _ Appeals.msg]

Debattista (Ministry of Energy and Health (MEH)); Adrian Said, Imran Schembri, John Valenzia (Projects Malta Ltd); Perit Peter Zammit (iAS); George Gregory (RSM); Aaron Mifsud Bonicci, Katrina Borg Cardona (MBA); David Galea, Ing Joseph Micallef (BEAT Consulting).

216. *A review of the 10 April 2015 Steering Committee meeting minutes [1914] showed a number of work streams were assigned within the project such as: - Legal / Financial Work Stream, Lands Work Stream, Stakeholder & Communications Management Work Stream, Technical Work Stream and, Permitting Processes Work Stream.*

217. *A RfP Work Stream was established and its members consisted of John Valenzia (PML) – Head, Ronald Mizzi, Emrin John Vella, Katrina Borg Cardona (MEH), Aaron Mifsud Bonicci (MBA). Also noted in the minutes,*

> *"...the RFP Work Stream shall need to appoint a number of committees to look into the various aspects of the RFP Process, namely:*
>
> *Evaluation Committee*
>
> *- Ing James Camenzuli – LEAD*
>
> *- Mr Brian Tonna*
>
> *- Mr Mario Galea*
>
> *- Mr Robert Borg*
>
> *- Dr Charles Grixti*
>
> *- Dr Marco Burlo' (overseeing tender procedure and opening of bids)"*

218. *On 23 April 2015, the Steering Committee met for the second time with Keith Caruana (MEH) now also in attendance. Nothing in the meeting minutes [1915] was recorded regarding the Evaluation Committee appointments.*

219. *On 27 April 2015 John Valenzia emailed Dolan Debattista [1916],"... kindly advise status re the formation of the Evaluation and Appeals Boards for this RFP."*

1914 [MTG 20150410 - SCM1A.pdf - Updated Actions - GGH_KGRH_SLH RFP SCM.msg]

1915 [MTG 20150423 - SCM2.pdf - GGH, SLH, KGRH Steering Committee Meeting Notes_(1).msg]

1916 [RE SLH KGRH GGH RFP - Evaluation Board Appeals .msg]

220. *Dolan Debattista replied the following day [1917] that members had already been identified as per the Minutes dated 10 April 2015 and that,*

"...PS had noted that for future nominations and for the sake of better checks and balances, the letter nominating the members of the Evaluation Committee is to be prepared by PML and then forwarded to the PS office and approved by the PS accordingly. Once approved, PML would then inform the members individually, asking them to sign the corresponding NSA and declaration of Impartiality."

Adrian Said replied, [1918] "Can we have copies of the minutes and who appointed the evaluation committee?"

221. *The Steering Committee meeting minutes maintained a record of participants and distribution list and we note that both Adrian Said and John Valenzia were recorded as present at the Steering Committee meeting on 10 April 2015. It appears that their correspondence was the outworking of the disagreement on the process for official appointments to the Evaluation Committee.*

222. *On 10 May 2015, Adrian Said emailed Aaron Mifsud Bonnici [1919] for, "...an update following your meeting with the minister on... Appointment of Evaluation Committee." Aaron Mifsud Bonnici replied, "Ing. James Camenzuli, Brian Tonna, Mario Galea, Robert Borg"*

223. *The fallout over responsibility and accountability for the Appointments to Evaluation Committee was resolved by 14 May 2015 with confirmation of the full committee to be discussed at the Steering Committee meeting that day. [1920] Resolution was founded on what was specifically stated in the RfP [1921] namely that,*

"All proposals received will be subject to a rigorous evaluation by an ad hoc Evaluation and Adjudication Committee to be appointed by the Government..."

224. *The third Steering Committee meeting took place on 14 May 2015, the same day as the appointments to the Evaluation Committee,*

1917 [RE SLH KGRH GGH RFP - Evaluation Board Appeals .msg]

1918 [RE SLH KGRH GGH RFP - Evaluation Board Appeals .msg]

1919 [timeline of events Projects Malta (Part 1).pdf - Page 11 and 12]

1920 [Re Final Draft re Evaluation Committee-6.msg]

1921 [RFP PML042015 COMPLETE 270315.pdf.pdf - (RFP PML042015 COMPLETE 270315.pdf.pdf.msg)]

yet there was no record of any discussion of appointments or the process to be followed within the meeting minutes. [1922]

BT Nexia's role in the Evaluation Committee

225. *As noted above, Brian Tonna had been suggested for the Evaluation Committee from at least 30 March 2015. On 14 May 2015, Clare Decelis on behalf of the Permanent Secretary at MEH - Energy emailed Brian Tonna [1923] to inform him that he had been appointed to the Evaluation Committee to act as a member for Request for Proposals in regard to the Healthcare Concession, with the first meeting to be held on 19 May 2015. A Declaration of Impartiality & Confidentiality and NDA declaration were also attached. Similar emails of Appointment to the Evaluation Committee were sent the same day to James Camenzuli [1924], Robert Borg [1925] and, Aaron Mifsud Bonnici [1926] who was to act as Evaluation Committee Secretary.*

226. *On 18 May 2015, Clare Decelis emailed Manuel Castagna [1927] to inform him that he had been appointed to the Evaluation Committee to act as a member for Request for Proposals in regard to the Healthcare Concession. The first meeting was to be held on 19 May 2015. A Declaration of Impartiality & Confidentiality and NDA declaration were also attached. We note that Manual Castagna replaced his Nexia BT colleague, Brian Tonna, at the last minute as a member of the Evaluation Committee, on the eve of the Evaluation Committee's first meeting.*

227. *We did not uncover, in the data available, any correspondence which contained an official or specified reason why Brian Tonna's appointment to the Evaluation Committee did not proceed as planned. However, given Mr Tonna's correspondence and meetings with the Ali family and the investor group from its inception we consider that, by proceeding as planned, he would have been in breach of the criteria set out in the Declaration of Impartiality and Confidentiality, [1928] which all Evaluation Committee appointees were required to sign, specifically,*

1922 [MTG 20150514 - SCM3.pdf - (GGH_KGRH_SLH Steering Committee Meeting #3 - Notes.msg)]

1923 [message.body - Appointment to Evaluation Committee - RFP - PML 04 2015.msg]

1924 [docpm1_pml_04_015_file2_0600021620210421170512.pdf - Page 12]

1925 [docpm1_pml_04_015_file2_0600021620210421170512.pdf - Page 24]

1926 [docpm1_pml_04_015_file2_0600021620210421170512.pdf - Page 25]

1927 [docpm1_pml_04_015_file2_0600021620210421170512.pdf - Page 23]

1928 [docpm1_pml_04_015_file2_0600021620210421170512.pdf]

"I hereby declare that to my knowledge, I have no conflict of interest with the operators who have submitted an offer for this contract, including persons or members of a consortium, or the subcontractors proposed."

228. *We found no official record why Mario Galea was not appointed to the Evaluation Committee despite his name being mentioned from 30 March 2015.*

Projects Malta and the tender

229. *The closing date for the submission of bids was 19 May 2015, by which date bids had been received from:*

- *VGH (incorporated 13 May 2015)*
- *Image Hospitals and*
- *BSP Investments Ltd.*

230. *On 30 May 2015, Adrian Said forwarded to Aaron Mifsud Bonnici a request he received from David Galea (Beat Consultant) which contained the Letter of Engagement to assist on Projects Malta, [1929]*

"Please have a look to ensure that the terms of reference are in line with those being envisaged for PML for this project. As things stand I feel that the boundaries of this project and extent of involvement of PML in the whole process is not clear to me till this very day. The last we spoke at Board Level and with Ganado our lawyers over the phone it was described to us that we would be project managing the bidding process. Now we are venturing into the negotiations and award. Given your early involvement in this project I get it that you are the channel that is handling and managing this for PML with the Ministry. I have asked for a meeting with the Perm Sec to clarify this – however – it would be opportune for you to also be present do(sic) as to clarify the boundaries of this project."

231. *Aaron Mifsud Bonnici replied 15 minutes later, "Let's discuss... however it is not clear that I am managing this for PML. I was engaged by MEH to manage the legal process way before PML was roped in along the way...If there is anything troubling you I suggest you discuss any doubts you have with the minister too." Adrian Said responded "...I was under the impression that you were acting on behalf of PML given your role as director ...we*

1929 [timeline of events Projects Malta (Part 1).pdf - Pages 8 and 9]

need to determine the extent to which PML will be involved as all are assuming that we are managing this from beginning to end..."

232. *In summary, Projects Malta were only informed of the RfP launch on 17 March 2015; they do not appear to have been directly involved in advising on content or drafting of the RfP, or in appointing Ganado Advocates; they were not directly involved in the selection of the various committees and board that decided the direction and outcome of the RfP process as borne out by the correspondence on these matters between Projects Malta and MEH officials.*

233. *The NAO reports states that when the involvement of Malta Enterprise in relation to the project came to an end, the process from the RfP onwards was taken over by Projects Malta Ltd. [1930] The RfP was drafted by Ganado Advocates, who were engaged by Projects Malta Ltd to assist in this respect. The letter of engagement between Ganado Advocates and Projects Malta Ltd was dated 9 April 2015, that is, 13 days following the issue of the RfP document, and was signed by Projects Malta Ltd almost a month later, on 6 May 2015. [1931]*

234. *In our opinion this correspondence illustrates the peripheral role played by Projects Malta as they do not appear to have been actively involved in the RfP decision making process. This is in contrast to GoM officials who often denied personal knowledge or responsibility and offer Projects Malta as the body responsible.*

The ultimate successful bidders appear to have been aware of and making preparations for the RfP before its publication

235. *It is notable that the ultimate successful bidders appear to have been aware of and able to make preparations for the RfP before it was publicly issued. As detailed above, Konrad Mizzi submitted his memorandum to cabinet detailing plans to issue an RfP re a health- related concession on 12 March 2015 and this was approved by cabinet on 17 March 2015. Projects Malta then published the tender on 27 March 2015.*

236. *However, prior to the RfP being published, on 26 March 2015, there was yet another Agreement between the investing partners. We are unable to determine the date this was created as we have only PDF copies but in our experience of such legal agreements it was probably being drafted for at least some days before this.*

1930 [VGH July 2020 Part 1 Addendum.pdf]

1931 [VGHJuly2020.pdf]

This agreement [1932] was subsequently known as the 'London Agreement' and further details of it are set out in appendix 5.01 in the section on the litigation which subsequently arose out of it. Its purpose was to reflect the fact that Gupta was being asked to front up the money to pay for certain expenditure necessary to get the tender across the line. He appears to have wanted to ensure his investment would be repaid in priority to a return to equity holders or else that his loans would be reflected in an increased equity stake.

237. *On 28 March 2015, there was a letter from Ambrish Gupta to Mark Pawley and Ram Tumuluri confirming that he remained committed to investing €40 Million into Bluestone Special Situations for the development of Gozo, Barts Medical School & St Lukes Hospital. The letter also stated that he understood that this would represent the equity portion with the rest coming from debt from a financial institution. The letter has a statement of account attached which showed a balance of $56,646,153.22. [1933]*

238. *We note that the PwC valuation noted that the concession companies would require €40M of equity investment and €170M of bank finance. This letter appears to indicate that Gupta was preparing to become the main provider of the required equity investment in the Concession.*

239. *It appears from this that Gupta was to invest (perhaps by convertible loan) €40M into BSS#4 which would then use that to provide the €40M equity investment required in it's subsidiary Bluestone Investments Malta which together with the €170M bank finance to be raised would provide the funding required for the concession.*

240. *On 19 June 2015, in the VGH tender Evaluation there was a demonstration of bidder financial capability. This stated under proof of funds that there were Bank of India and Merrill Lynch bank accounts available. Dr Ambrish Gupta was listed as holding the Merrill Lynch account jointly with a Jyotsna Gupta. In this account it states that there is $56.6 million as at 24 February 2015. [1934]*

Change in the structure of the consortium just prior to the submission of their bid - Crossrange is replaced by Vitals Global Healthcare Limited

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1932 [UK Agreement.pdf]

1933 [9_Volume D_Appendices.pdf - Page 38 and 39]

1934 [Concession Procurement Evaluation Report 160615 - MANUEL.docx - [RE_ RFP Evaluation.msg]]

241. *Projects Malta published the RfP on 27 March 2015 and the closing date for the submission of bids was 19 May 2015.*

242. *On 2 April 2015, Keith Schembri was again copied in by Alexander Muscat of OPM to further negative due diligence carried out by Professor Bannister advising caution on all the investors except for the Oxley Capital group. [1935]*

243. *On 11 May 2015, just a week prior to the closing date for the submission of bids, Mr. Tumuluri emailed Jonathan Vella and requested the incorporation of Vitals Global Healthcare Limited to be 100% owned by Bluestone.[1936] "We decided to submit the RFP with the new co instead of Crossrange, to avoid any DD on past director (i.e. Shoaib)". This was the ownership structure used by the investor group in the RfP and notably both Crossrange Holdings Ltd and Pivot Holdings Ltd were removed. The stated reason was that the group wanted to avoid due diligence on Shoaib Walajahi, but this seems unlikely as he had actually resigned from the project and received a Settlement Agreement in March 2015 (see appendix 5.25).*

244. *Within days of this new structure being put forward a raft of agreements were put in place with Shaukat Ali, Ashok Rattehalli and Dr Gupta, all of whom had been prominent in the scheme up to that point. These in our opinion were quasi ownership agreements.*

Agreements with Shaukat Ali

245. *As detailed above, up until early May 2015 the consortium's plan was for Crossrange Holdings Limited to submit the concession's bid but this had changed by around 11 May 2015 so that Bluestone/Vitals would submit the bid. Up until May 2015 Shaukat Ali had a 30% share in the project via Pivot Holdings Limited's 30% share in Crossrange Holdings Limited. However, when the decision was made to remove Crossrange this seemingly removed Shaukat Ali's official ownership connection to the project. [1937].*

246. *We find it hard to believe Mr Ali, representing the "local partners", would not continue to have at least 30% even if his involvement / ownership had to be camouflaged. It appears to us notable that around this time, and as detailed more fully in*

1935 [GGX1[illegible]20220321081215.pdf - Page 16]

1936 [message.body - New incorp needed urgently.msg]

1937 [message.body - New incorp needed urgently.msg]

appendix 3.10, Bluestone entered into a number of agreements [1938] and [1939] with Shaukat Ali's Mount Everest FZ (appendix 3.20). These appear to us to have most likely represented an agreed payment in lieu of the planned shareholding via Pivot that recognised Shaukat Ali's (and perhaps others) personal contributions to the project from as early as 2014.

247. *We did not locate Microsoft Word versions of the agreements to allow us to confirm when or by whom they were prepared. They were dated 25 February 2015 but we expect that the two consultancy agreements were most likely prepared after 11 May 2015 (once Bluestone/Vitals was agreed as the group submitting the concession bid) but backdated to 25 February 2015.*

248. *The agreement outlined two success fees (one dependant on the signing of a final agreement with GOM and the other on obtaining major finance) totalling €5.0M payable to Mount Everest following the signing of the Final Agreement with GOM and for achieving long term finance for the project. [1940]*

249. *In the same agreement, Bluestone agreed to pay Mount Everest FZ / Shaukat Ali, €2M for his role in 'the project' which was defined as 'the process of signing an Agreement with the Government of Malta which will allow it (Bluestone) to take over and manage a number of health care facilities in Malta'. In other words, Bluestone agreed a success fee with Shaukat Ali / Mount Everest which was dependent on the Bluestone group of companies winning the Maltese Healthcare Concession. Accordingly, Mount Everest FZ was paid approximately €2M between October 2016 and July 2017 for Shaukat Ali's role as 'Senior Consultant' in winning the concession. This may suggest Mr Ali and his co-promoters original intention was simply to win the concession for the company and then make a quick capital gain by selling out their holding.*

250. *We observe here that the two success fees were each dependant on some form of input or assistance from Dr Mizzi in his role as Minister for Energy and Health and from both Dr Mizzi and Mr Schembri through their private email communication with Ram Tumuluri / Shaukat Ali when they were consulted in relation to Allianz and Macquarie in November 2015.*

1938 [Consultancy Agreement-Bluestone Malta (2M) 2.pdf]

1939 [Consultancy Agreement-Bluestone Malta (100K) 2.pdf]

1940 [Consultancy Agreement-Bluestone Malta (2M) 2.pdf]

251. *There was a second consultancy agreement for Shaukat Ali to perform the services of 'Senior Consultant' for Bluestone at a remuneration of €100,000 per calendar month. The stated duties of the senior consultant in this agreement were not success related but rather generic including "Report directly to the Board and keep the Board promptly and fully informed of his conduct of the business of affairs of the Company...". [1941]*

252. *Under the two consultancy agreements, Shaukat Ali / Mount Everest FZ stood to earn €6.2M (€5.0M + €1.2M) in the 12 months beginning 1 March 2015. This is possibly indicative of how long they would have to fulfil their caretaking role until the expected new long-term ownership could be found. As detailed in appendix 5.200, Mount Everest FZ / GT received over €5.0M from Bluestone between October 2016 and November 2017. In addition, a further €1.3M was paid from Bluestone to Shaukat Ali and his family including his two sons and two wives and the company Global Assets Holdings Limited.*

253. *We also note the appointment of Shaukat Ali's wife Fakhra to Bluestone's board of directors at this time (see appendix 1.70). Shaukat's financial controller Saba Abbas was shortly afterwards brought to Malta to oversee the finances of VGH (see appendix 1.21). Whilst on paper having no stake in the Concession, in our opinion Shaukat clearly had significant oversight of and influence over it. It is in our opinion significant that of all the investors that signed the initial Memorandum of Understanding (MoU) with the GoM, Shaukat Ali is the only one who has remained in play up to recent times.*

Agreement with Ashok Rattehalli

254. *On 12 May 2015, just a week before the closing date for the submission of bids, there was a further specific Agreement between Bluestone Investment Malta Ltd (represented by Sri Ram Tumuluri) and Dr Ashok Rattehalli: "In the event that the Government of Malta grants the aforementioned service concession to the company and/or any related party of the company, the Company is desirous to appoint Ashok ....on the Medical Board and the Operating Management Team (both defined herein) and to involve Ashok in the corporate structure of the Company ..... Appointment for 3 years at €120,000.00 per year (€10k gross p/m).." [1942]*

1941 (Consultancy Agreement-Bluestone Malta (100K) 2.pdf)

1942 (Agreement 12.05.2015.pdf)

We note that Rattehalli appears to have dropped the AGMC Inc involvement (we note AGMC had been compulsorily dissolved on 31 March 2015 – see appendix 5.20) and seems now to be acting in his personal capacity.

255. *Clause 3 of the Agreement contained an "Offer of Shares" for 5% of the shares in VGH to be allotted to Dr Rattehalli in the event that VGH was granted the Services Concession. Clause 4 of the Agreement contained a Call Option that VGH could execute to purchase the shares from Rattehalli at market value. Executed but undated options forms were appended to the Agreement. This Agreement only came to light as part of the litigation papers lodged in the Maltese courts on 19 December 2017 when Rattehalli sued VGH for monies owed to him and for exercise of the share option granted to him.*

256. *In our opinion, the use of the Call option is of interest to the Inquiry because it was a mechanism which concealed the true owners of the company submitting the tender. It thereby by-passed public scrutiny and the possibility of Due Diligence (which in the case of Mr Rattehalli, as with Shaukat Ali, could have precluded the Concession being awarded.) In our experience, there are many valid commercial reasons to employ Call Options. However, with a newly incorporated company such as VGH, where any shares required could be issued at par anyway, we find it hard to see any commercial rational other than secrecy. The preparedness of the registered owner / directors (such as Ram Tumuluri and Mark Pawley) to engage in this subterfuge should be noted.*

Dr Gupta / MANV

257. *On 18 May 2015, the day before the deadline for the submission of bids, there was a collaboration agreement (detailed in appendix 5.01) between VGH and Medical Associates of Northern Virginia Inc., (MANV) signed by Sri Ram Tumuluri on behalf of VGH and by Dr Ambrish Kumar Gupta (UK passport No 511449152) on behalf of MANV. [1943]*

258. *A further joint venture agreement was entered into between MANV Trust and other investors on 26 March 2015 in which MANV Trust was invest a further €1,280,000. This is covered in further detail in the Dr Gupta / MANV appendix 5.01.*

1943 [3_Volume A Appendices.pdf - Pages 14-27]

259. *On 28 March 2015, there was a letter from Ambrish Gupta to Mark Pawley and Ram Tumuluri confirming that he remained committed to investing 40 million euros into Bluestone Special Situations for the development of Gozo, Barts Medical School & St Lukes Hospital. He also understood that this would represent the equity portion with the rest coming from debt from a financial institution. The letter has a statement of account attached which showed a balance of $56,646,153.22. [1944]*

Sekhem Natural Resource Private Ltd

260. *VGH submitted a letter of finance as part of their bid. The letter dated 13 March 2015, was from the Bank of India to Sekhem Natural Resources Development Private Ltd, 'SNRDP', confirming the provision of funding provided by the bank. The letter indicated the Bank of India had "sanctioned a $30m facility to SNRDP (your company) to enable you to proceed with your planned investment in Bluestone Special Situation 4 Ltd, which in turn intends to take a significant stake in the proposed 2 Malta Healthcare Projects. [1945] [1946]*

261. *This correspondence predated the tender / RfP issued by the Government of Malta on 27 March 2015. As we outlined at appendix 5.10 SNRDP was only registered on 7 January 2015 with approximately GBP 100,000 of share capita and has a registered address of 214, Raheja Centre, Nariman Point, Mumbai - 400021, India. The directors of the company are Atul Kumar Gupta, Ishan Gupta, and Rajendra Doraiswamy Mudallar. [1947]*

262. *The letter contained an illegible signature and had no given name or job title to indicate the person who authorised the loan and signed the letter, only stating "Bank of India". As SNRDP was only incorporated two months prior to the date of the letter and had limited share capital, it raises the question whether the US$30 million facility to invest in a newly formed Maltese healthcare company was genuine. We note that the RfP Evaluation Committee appeared to accept the letter at face value.*

263. *We are not aware of any funds subsequently made available to the Concession on behalf of Sekhem Natural Resources Pvt Ltd or any further correspondence to suggest this facility was availed of.*

1944 [SEKHEM NATURAL RESOURCES DEVELOPMENT PRIVATE LIMITED _ India _ OpenCorporates.pdf]

1945 [9_Volume D_Appendices.pdf - Pages 38 and 39]

1946 [3_Volume A Appendices.pdf - Page 434]

1947 [Sekhem Natural Resources Development _ The Company Check.pdf]

The award of the tender to VGH

264. The tender was adjudicated in June 2015 and successful bidder was Vitals Global Healthcare Limited 'VGH'. We have set out in appendix 4.81 a detailed timeline of events drawn from the NAO reports. Some key dates from this timeline are as follows:

- *19 June 2015 - VGH recommended as preferred bidder by the Evaluation and Adjudication Committee*
- *23 June 2015 - cabinet approve VGH*
- *27 June 2015 - Projects Malta Ltd informed VGH that it was designated the highest-ranking bidder*
- *9 Sept 2015 - Projects Malta Ltd notified VGH of Government's intention to award it the services concession*

265. The Concession gave VGH the right to operate the three Malta state hospitals of St Luke's, Karin Grech and the Gozo General Hospital and with it the ability to generate potential income from the Maltese public purse in excess of €2.1bn over the 30-year period of the concession.

266. In our opinion, the emails, meetings, and agreements outlined above show that a preferred group of investors were in place who were enabled and assisted by Government ministers, advisors, and employees to such degree that the RfP process was conducted with a predetermined outcome to ensure that VGH were chosen as the preferred bidder.

July and August 2015 – offshore companies are set up by Shaukat Ali for Schembri and Mizzi in Dubai and €100,000 is paid to Schembri's Pilatus bank account

267. We found that, almost as soon as the Concession was awarded, there was a lot of suspicious activity involving individuals who played key roles in the origins and development of the Hospitals Concession.

268. In appendix 3.03 we have set out our findings regarding the setting up of bank accounts and offshore companies in Dubai for Konrad Mizzi and Keith Schembri by Shaukat Ali. We found that.in July and August 2015, when VGH representatives including Shaukat Ali were in the process of negotiating with the Government of Malta over the terms of the hospital concession, Mr Ali directed the incorporation in Dubai of

- *Akash International Limited for the then Minister for Energy and Health, Konrad Mizzi, and*

- *Intercare International Limited for the then Chief of Staff (Office of Prime Minister), Keith Schembri.*

269. *We note that the work to open bank accounts and then companies in these secrecy jurisdictions appears to have commenced by at the latest 24 July 2015 [1948] [1949]. This was shortly after Projects Malta Ltd informed VGH that it was designated the highest-ranking bidder and during the period when the Concession terms were being negotiated.*

270. *On 6 August 2015, Brian Tonna's PA, Jeanette Pisani, emailed Mr. Cini to remind him to set up a meeting. [1950] Her note to Mr. Cini read: "Please set meeting with Shawkat (father of Ali) with regards to bank accounts in Dubai - ideally to be set at Castille"*

271. *On 20 August 2015 Karl Cini created an appointment to meet Mr. Schembri at Castille on 25 August 2015. [1951]*

272. *We have identified a Pilatus Bank account held in the name of Willerby Trade Inc., [1952] a British Virgin Islands (BVI) company incorporated through Mossack Fonseca for Nexia BT. Willerby Trade was owned by Brian Tonna, [1953] Karl Cini was the company accountant [1954] and also held Power of Attorney. [1955]*

273. *Willerby Trade bank statement for account number 100513CACOEUR018 shows it was initially funded by three credit transfers on 11, 23 & 24 December 2014 which totalled over €166,000 from UK, Maltese and Swiss bank accounts held by persons of apparent Russian ethnicity.*

274. *Two payments of €50,000 with the transaction details, "KEITH ALLEN SCHEMBRI OPM AUBERGE DE CASTILLE." were made from this bank account.*

1948 [61616.emlx]

1949 [558534.partial.emlx]

1950 [message.body - meeting to set.msg]

1951 [message.body - Meeting – KS [1b25bc4].msg]

1952 [WILLERBY TRADE INC._100513CACOEUR018.pdf]

1953 [AoF Willerby Trade Inc.pdf,]

1954 [NEX_Box14_BVI Companies_02000224202104221403S2.pdf – Page 327]

1955 [Transfer instructions - 260115.pdf]

275. *A Pilatus bank statement in the name of Keith Schembri [1956] with the bank account number 100931CAINEUR012 was also recovered in the data which showed two credits from Willerby Trade each for €50,000 dated 25 June 2015 and 19 August 2015. Aside from the reimbursement of fees these were the only credits made to Pilatus bank account number 100931CAINEUR012.*

276. *We also note that the Willerby Pilatus bank account was used to fund a Centtrip Card Ltd client money account in the name of Willerby Trade Inc. Payments of €20,000 were made to this account in January 2015 and in January 2016.*

277. *Open-source research indicates that Centtrip Ltd is regulated by the U.K. Financial Conduct Authority (FCA) as an Electronic Money Institute and a provider of prepaid Mastercards which offer, "...the highest balances and transaction limits on the market. Accepted in more than 210 countries and territories..." [1957] Maximum card balances of £350,000 and daily transfers of £200,000 are available on request.*

278. *A Centtrip corporate account application dated 6 December 2014 was completed by Karl Cini on behalf of Willerby Trade Inc [1958] and an invoice dated 11 December 2014 [1959] from Centtrip to Willerby noted fees for four cards at GBP25 each.*

279. *We would draw your attention to the use of prepaid cards as a popular method of money laundering due to their anonymity and global reach. They can be purchased without the same levels of Customer Due Diligence (CDD) that are associated with other payment cards whilst also being portable, discreet, and easily funded. In this instance the request for four separate cards raises concerns over third party use.*

280. *We note that aside from the transfer of funds to Brian Tonna to close the account the only significant debits on the account were transfers to Keith Schembri and Centtrip Ltd.*

281. *In summary, a company incorporated in the BVI, an offshore secrecy jurisdiction, facilitated by Nexia BT through Mossack*

1956 [Part 3 KAS.pdf - Page 19]

1957 [How it works - Centtrip.pdf]

1958 [Page 291-295, NEX_Box14_BVI Companies_0200022420210422140352.pdf]

1959 [Page 315, NEX_Box14_BVI Companies_0200072420210422140352.pdf]

Fonseca, received over €160,000 from Russian nationals and €100,000 of these funds were paid to a personal bank account held by Keith Schembri, a senior GOM official, with a further €40,000 used to fund prepaid cards.

282. *Significant transactions for Willerby Trade Inc. Pilatus euro bank account IBAN: MT86PLTS04019001005l3CACOEUR018 are as follows:*

Trx Date	Transaction Details	Credit Value €	Debit Value €
11 Dec-14	/ GB95UBSW23232354064403 MRS IRINA ORLOVA CUSTOMER ID 9599839 ETRD11241737 INVOICE WT001 28 NOVEMBER 2014	72,116.20	
23 Dec-14	/ MT82SBMT55505000011000 025122000 Evgeny Filobokov No.71 Apartment 6 Triq Ix-Xatt Final settlement in relation to the application under the Malta Individual Investor Programme	28,500.00	
24 Dec-14	/CH1008281304593010000E VICTOR VASHKEVICH ARH. VLASOVA STREET 18, APT. 53 MOSCOW, RUSSIAN FEDERATION INVOICE NO WT003	66,215.70	
29 Jan-15	/ GB86ARBU30030831838601 CENTTRIP CARD LIMITED CLIENT MONEY //TOP UP WILLERBY TRADE INC		20,000.00
26 June-15	/ MT34PLTS04019001009310A INEUR01 2 KEITH ALLEN SCHEMBRI OPM AUBERGE DE CASTILLE		50,000.00
20 Aug-15	/ MT34PLTS04019001009310A INEUR01 2 KEITH ALLEN SCHEMBRI OPM AUBERGE DE CASTILLE		50,000.00

12 Nov-15	/ MT86VALL22013000000040 020750837 BT INTERNATIONAL LIMITED THE PENTHOUSE, SUITE 2, CAPITAL BUS CENTRE ENTRANCE C, TRIQ TAZZWEJT S WILLERBY 01 2015	270,665.36	
7 Jan-16	/ GB86ARBU30030831838601 CENTTRIP CARD LIMITED CLIENT MONEY //TOP UP WILLERBY TRADE INC		20,000.00
8 Jan-16	/ MT86VALL22013000000040 020750837 BT INTERNATIONAL LIMITED THE PENTHOUSE, SUITE 2, CAPITAL BUS CENTRE ENTRANCE C, TRIQ TAZZWEJT S WILLERBY TRADE INC INV 02 2015	312,952.36	
26 Apr-16	/ MT37VALL22013000000040 023989870 BRIAN TONNA FLAT6, DELANO FLATS TRIQ HURDS BANK PAYMENT TO ULTIMATE BENEFICIAL OWNER		609,834.62

Key events at this time in other entities that would suspiciously receive Concession monies

283. *We show in appendix 2.00 that that from 9 July 2015 Ivan Vassallo was recording plans to transfer 90% of his shares in Gateway Solutions to four persons who were probably Keith Schembri, Konrad Mizzi, Pierre Sladden and Adrian Hillman.*

284. *We also note that work to form Eurybates Ltd (appendix 3.74) commenced on 10 September 2015 which was the day after Projects Malta Ltd formally notified VGH of GOM's intention to award it the services concession on 9 September 2015.*

Alleged misappropriation/misuse of funds out of concession bank accounts - Appendix 5.200:

1. *In this appendix we summarise specific payments which we have identified out of the 3 main bank accounts operated by the concessionaires which, in our opinion, represent potential misappropriation of the public GOM funds made available to the hospital Concessionaire(s) - Vitals Global Healthcare Limited (VGH) and Steward Malta Ltd (SML).*

2. *We would point out that, in our opinion, and for the many reasons we outline in the main body of our report, the payments identified in this appendix do not represent the full extent of the potential misuse of funds by the concessionaires. This is for a number of reasons including:*

a. *It is not possible, within the time constraints of this inquiry, to examine every individual allocation of funds out of the many bank accounts operated by the concessionaires.*

b. *In this appendix we do not include payments made from the parent companies of either Bluestone or Steward (and many multi -million Euro transfers were made from Steward parent companies) as we do not have access to the parent company bank records.*

c. *Also, we have no means of establishing whether a payment was used for legitimate business purposes. There were substantial amounts paid out of the hospital operating accounts, for example, that we have accepted as being legitimate hospital concession expenditure as we have no information to the contrary. However, based on the level of procurement fraud we have been able to identify, that has to now bring into question even so called 'legitimate' expenditure.*

d. *We commenced our work using incomplete extracts from bank statements available within the data. Particularly the Bluestone Maltese bank accounts have little or no analysis other than brief narrative on the face of the statements. This work was greatly hindered by the absence of any contemporaneous accounting records which were not maintained by VGH/Bluestone. We have attempted to piece together from the auditor's working papers what the larger transactions appear to be but there is very little information available in the data on certain transactions. There are still a substantial number of unidentified transactions on both VGH and Bluestone bank accounts.*

e. *We commenced our work focussed on payments to/from named entities which were identified as of potential interest to the inquiry. The concession was still in operation throughout the duration of this inquiry, and there have been significant developments and revelations in Malta since the inquiry began which have brought our attention to individuals and entities which might not have appeared to be of interest at the commencement of our work. As the inquiry has progressed, the list of named entities and connected parties potentially involved in the alleged*

misappropriation and procurement fraud has expanded significantly. We have focussed on the key players/ entities known to the inquiry however there could be many more instances of misuse of funds not yet included in our estimate.

f. *The exercise of identifying 'questionable' payments is therefore an ongoing task and there may well be other connected parties / named entities which will come under the microscope of this inquiry as further investigation is carried out.*

g. *Where we have identified a payment as 'questionable', we have provided whatever documentation we have found to support this contention and pointed towards what further investigation we believe may be required by the appropriate authorities.*

3. *We conclude therefore that this cannot be regarded as a completed exercise and it would be false accuracy to try to place a figure or to attempt to quantify in total value terms the extent of the misappropriation of funds from the concession at this stage of the inquiry. What we have identified are a list of 'suspect' payments each of which we have investigated as fully as we can on the basis of the data available to us.*

4. *The detail of all the transactions in each of the 3 bank accounts operated by VGH / Bluestone and the 1 main bank account operated by Steward is listed and analysed separately in the following appendices:*

	BOV Account No	**Appendix**
VGHM/Steward Main bank a/c	*40023647549*	*4.13*
Bluestone Euro €	*40023647510*	*3.12A*
Bluestone US $	*40023665864*	*3.12B*

5. *We have attempted to narrow down from the transaction lists made out of each bank account, a list of the specific payments which we believe represent a potential misuse / misappropriation of public funds. These payments are set out in the following appendices:*

		Appendix
Summary - VGH & Steward	Alleged misappropriation of funds	5.200A

Detail - VGH & Steward	Alleged misappropriation of funds	5.201

6. *The Total Payments made by both concessionaires identified to date in Appendix 5.200A amount to circa €16M. It is evident from our investigation that there appear to have been a much larger value of 'questionable' payments under the VGH concession period. However, as we have explained in the main body of our report, there are a number of different indirect means of extracting concession funds - other than making direct payments out of concession bank accounts – which need to be considered in the evaluation of the Steward period of operating the concession. For example, in our opinion, it would appear that the instances of 'indirect' misappropriation – such as potential procurement fraud - substantially increased during the Steward period of operating the concession.*

7. *You will note that we have separately identified the payments which were made in the VGH period as concessionaire from those made in the period post February 2018 when Steward took over as concessionaire. There is a marked difference in the type of payments made in the operation of the concession by the 2 concessionaires.*

8. *However, you will note there are two recipients of the potentially misappropriated funds which are common to both VGH and Steward periods - the first is the Shaukat Ali family who receive payments both from VGH/ Bluestone and from Steward. The Shaukat Ali family and their interactions with the concessionaires are considered in Appendices 1.04 to 1.111 and 1.60 to 1.71. The second is the involvement with Accutor in the VGH period, evidenced in the incorporation of VGH Europe Ltd (which was to become Accutor Consulting AG), continued and increased substantially in the Steward period of operating the concession. The Accutor companies, and their involvement with both concessionaires, are considered in Appendices 3.61 and 3.62.*

9. *A breakdown of the 'direct' payments made during the VGH concessionaire period and those made during the Steward period is included at Appendix 5.201 and shows total Payments of €13.6M in the VGH period and €2.115M in the Steward period. As noted above, we believe that there was a higher instance of 'indirect' misappropriation in the Steward period which we discuss separately.*

10. *We have referenced each category of payment to the appendix which sets out the reasons why we consider it to be a misuse / misappropriation of funds and whatever evidence we have collated to support that analysis. We provide a brief summary of the argument for the inclusion of the payment in each category of payment below. For a more detailed consideration of each payment, we refer you to the appendix.*

VGH as Concessionaire

Payments physically made out of the VGHM main bank account BOV 40023647549

11. *The payments we have identified as potentially misappropriation in the VGH period can broadly be split under 5 headings as follows:*

	Bluestone €	VGH €	Total €
Mount Everest	5,170,494		5,170,494
Shaukat Ali family & associates	1,315,697	503,950	1,819,647
Investment in Gateway/ Technoline		5,092,000	5,092,000
Investment in MTrace plc	215,000	974,230	1,189,230
Investment in VGH Europe AG	360,012		360,012
Total In VGH/Bluestone	7,061,203	6,570,180	13,631,383

Mount Everest

12. *We believe that the two Mount Everest companies are owned/ controlled by Shaukat Ali and Ram Tumuluri. The first small payments made to Mount Everest were made in the early days of the concession out of the Bluestone USD $ bank account prior to VGH taking over management and control of the hospitals and prior to the GOM funds flow into the VGH bank accounts. There were payments totalling circa €150k made out of the Bluestone $ USD bank account funded by lodgements into that account by two Investors, Singh and Redkettle. We included these payments to Mount Everest in this exercise for completeness. We discuss the detail of what we know about the transactions in the Bluestone USD$ bank account at Appendix 3.11.*

13. *The two larger payments to Mount Everest totalling €5M are discussed in Appendices 3.21 and 3.31. We note that we cannot trace what happened to these funds once transferred to Dubai.*

Shaukat Ali family & associates

14. *The payments made out of the VGH and Bluestone bank accounts to the various members of the Shaukat Ali family are set out in Appendix 3.01a. The more significant members of the Ali family – namely his two sons Asad and Wajid, and his two wives Aasia and Fakhra respectively are considered in more detail in Appendices 1.101,1.111, 1.61 and 1.71. Each of these four members of his family and he himself benefitted from round sum consultancy payments, expenses, company cars and the use of credit cards. There are many draft and finalised consultancy agreements and employment contracts in the data relating to the Ali family however it does not appear that any member of the family was ever treated as a tax paying employee but rather as a self-employed consultant.*

Investment in Gateway/Technoline

15. *The source of the concession funds of circa €5M used by Gateway to purchase Technoline is set out in detail in Appendix 2.03 – 'Gateway Solutions Ltd – source of funds'. We consider that this investment in the main supplier company Technoline which was subsequently granted the exclusive contract to supply the VGH concession with all its pharmaceutical requirements including drugs and equipment to be not a legitimate use of government funds and definitively not the use for which the funds provided were intended under the terms of the HSDA, SCA and LSA . We discuss this further in Appendix 2.00 on Gateway Solutions Ltd.*

Investment in MTrace plc

16. *It is also clear that VGH invested considerable sums of money into the cyclotron company, MTrace plc. This is considered in detail in Appendix 2.80. We believe that this was also part of the overall plan on the part of the original concessionaire VGH investors to own not just the hospitals sites but to also have a monopoly on the supply chain into the hospitals thereby allowing them to effectively charge GOM whatever maximum charge they could obtain for the use of the cyclotron services in due course once it was established. They were also aware that there was grant*

assistance available for this investment. We contend that, like the investment in Technoline, the use of concession operating funds for investment purposes was not a legitimate use of the GOM funds provided to meet operating costs in the hospitals.

Investment in VGH Europe AG

17. *Appendix 3.62 sets out the investment of €360k by VGH in the company 'VGH Europe AG' which was the company incorporated by Ram Tumuluri within the Accutor group at the time when he was seeking to globally expand the VGH group into Eastern Europe and beyond. The Accutor group also acted as 'secret' bankers for both Ram Tumuluri and the Shaukat Ali family handling lodgements and payments on their behalf. Whether this payment represents misappropriation of funds will be a matter to be determined legally however again it was clearly not the intended use of the public operating funds provided by GOM to manage and operate its hospitals. VGH sought to expand their global empire and in doing so used public funds which were needed to pay operating costs leaving huge levels of debts owed by VGH to suppliers at the end of the VGH period as concessionaire.*

The Saba Binte Abbas report into the misappropriation of concession funds

18. *In Appendices 1.21 and 1.212 we set out details of a report prepared in November 2017 by Saba Binte Abbas (the financial controller of VGH) into the misappropriation of concession funds by Ram Tumuluri. This shows that she believed the total of the misappropriation of concession funds to be at least €26,695,000 to October 2017 and does not include the roughly €5M extracted by Mount Everest.*

Steward as Concessionaire

Payments made out of the Steward main bank account 40023647549

19. *The total payments we have identified to date in this category is €2.115M – comprising €886k paid directly to the Shaukat Ali family, €225k added to the investment in MTrace plc and €1M paid to Accutor as set out in the table below:*

	Appendix	€
Shaukat Ali family	3.01a	886,295
MTrace plc – creditors	2.80	225,251
Accutor	3.62	1,000,016
Estimated total in Steward period		2,111,562

Shaukat Ali family

20. *As noted above under the VGH payments analysis, there were substantial payments made to the Shaukat Ali family under the VGH administration. These payments, and additional amounts, continued into the Steward period with a total we have identified of €886k out of the BOV bank account. As referenced above the payments made to various members of the Shaukat Ali family are set out in Appendix 3.01. The more significant members of the Ali family – namely his two sons Asad and Wajid, and his two wives Fakhra and Aasia, are considered in more detail in Appendices 1.101,1.111, 1.61 and 1.71 respectively. Each of these four members of his family and Shaukat himself benefitted from round sum consultancy payments, expenses, company cars and the use of credit cards.*

MTrace plc – creditors

21. *The investment in MTrace plc which started in the VGH era continued on with Steward at the helm. Steward were not keen to assume responsibility for the construction work which was still outstanding to complete the cyclotron facility. Under VGH there had been huge cost overruns and there were significant levels of unpaid suppliers in 2018 when Steward took over the concession. Steward ended up with no alternative but to pay the most threatening of the MTrace creditors. We have not identified all payments of MTrace creditors in the Steward bank accounts as it is difficult to separately identify which suppliers relate solely to MTrace from those relating to the hospitals. The payments included here were clearly marked as paid on behalf of MTrace. There would have to be further investigatory work down to identify the total quantum of the monies invested by Steward in MTrace. Steward also managed to 'sell' MTrace plc back to GOM which allowed them to earn c. €2M on the sale.*

Accutor

22. *Steward made total payments in excess of €6M to Accutor companies - see the analysis of the Steward bank account at Appendix 4.13. We have analysed these payments into their constituent parts in Appendix 4.13a. In summary, we are aware that Steward entered into a number of*

arrangements/ contracts with Accutor the principal one being in respect of the outsourcing of their payroll services to Accutor. The payroll contract involved Steward transferring monthly round sum amounts of circa €800k/ €900k to Accutor who were then paid a monthly management fee based on number of employees. This resulted in transfers of circa €5M in payroll itself and circa €178k in payroll management fees. In addition to the payments identified from Steward Malta Ltd, Steward Healthcare made additional payments to Accutor AG of over €4M (€1M in relation to the STE monthly contract and €3M on other STE Contracts - see Appendix 3.63)

Procurement entities

23. *We have listed out in Appendix 5.202 the total payments we have identified as made out of the Bluestone/ VGH and Steward bank accounts to the corporate entities we believe have been involved in alleged procurement fraud in respect of the concession. We have discussed this in detail in the body of our main report and make reference to Appendix 5.202 setting out the payments made to these entities to provide a guide as to the quantum involved in each type of supply.*

24. *Because of the different ways in which such a scam can operate – either the kick back/ bribe can be paid directly from one entity to the other and then the supplier passes on the 'cost' of the bribe to the concession by inflating the price charged or alternatively the concessionaire agrees to pay a commission/ bribe to a third party on the instruction of the supplier as part of the contract for supply of services. We have found that this type of 'bribe'/ 'inducement / procurement fraud was rife in the operation of the concession under both concessionaires.*

25. *We list some of the more significant suppliers in Appendix 5.202 and have referenced each corporate entity to the appendix in which we detail the documentary evidence we identified which would appear to prove that the supplier had entered into separate agreements / arrangements to pay bribes/ kickbacks in order to secure the concession supply contract.*

26. *It has not been possible as part of this exercise to try to quantify the amount of markup/ margin/ skim or commission which has been 'added on' to the cost of the goods or services supplied to the concessionaire. This procurement fraud will require further investigation by the relevant authorities.*

Third party Investors & Associates

27. *In Appendix 5.203 we have set out the payments we identified as being made out of concession funds to Third Party Investors and their associates who allegedly invested funds into the concession via the offshore companies BSS#4 and Asia Harimau. The third-party investors are discussed in further detail in Appendix 5.150.*

28. *It is difficult for us to determine whether the payments made to the third-party investors were legitimate expenditure on the part of VGH as concessionaire. We believe that that is one of the legal questions yet to be determined as part of the inquiry. We have separately identified these payments as, in our opinion, they were not made in a straightforward / legitimate way; the loan agreements were not transparent and were not made with VGH but rather with offshore entities.*

Payments to Persons of potential interest to the Inquiry

29. *Appendix 5.204 sets out a list of the total payments made to specific named entities where the individual or company appeared relevant to the inquiry. Some of these amounts are referred to in appendices and others were either not material enough in terms of value to warrant a separate appendix or there was insufficient information in the data to comment further. They are included in a separate appendix for ease of reference and for the sake of completeness.*

Global Assets Holdings Limited, Numru ta' Reġistrazzjoni C-50018 - Appendix 6.30:

1. *Global Assets Holdings Limited (GAH) is a relevant entity as it was controlled by Shaukat Ali and his wife Aasia and received approximately €340,000 from Bluestone Investments Malta [Appendix 3.10] from January 2016 through April 2017. Most of this was under the guise of GAH allegedly consultancy, at a rate of €25,000 per month. We have seen no evidence of any such services being provided.*

2. *GAH was formed in 2010 and the company is still active to date. Out of ten years, GAH only had three years in which it declared any income. These three years coincide with the hospital concession (2015-2017). We have conducted only a very limited review of the available accounts and bank statements due to the lack of further records. However, it is clear that approximately €340k was received from Bluestone and that the biggest named withdrawals were to Mrs Ali and her daughter.*

Formation and ownership

3. *GAH was incorporated on 24 June 2010 [1960]. The two shareholders listed on the memorandum and articles of association were Ms. Aasia Parveen Shaukat and Mr Shaukat Ali Chaudry. Each had 800 shares fully paid up [1961].*

4. *On 12 January 2015 Shaukat Ali and Aasia Parveen Shaukat transferred half of their shares, totalling 800 (400 each), to Taher AA Borgan who is*

1960 [Page 432, OCW 3 FILE 1 VGH DOK BOV MI03438820220324084952.pdf]

1961 Pages 437 & 438, OCW 3 FILE 1 VGH DOK BOV MI03438820220324084952.pdf]

based in Dubai [1962] [1963]. Although this made Taher AA Borgan the majority shareholder, Shaukat Ali saw this as a 50:50 partnership (between the Alis and Mr Borgan) as highlighted in an email he sent to Jonathan Vella "Please find attached herewith documents required to involve 50% partner in my company (Global Assets)." [1964]. We found no further evidence of Mr Borgan in the data. From open-source research we note that a Taher Borgan is listed on LinkedIn as Chairman of the Libyan Swiss medical centre and note Shaukat Ali's stated links with the Libyan health system. Taher AA Borgan is also listed as a shareholder of TOMS Ltd, a company registered at Crossbow House, 78 Cospicua Road, Malta.

5. *GAH had a registered address of Abacus, Suite 2, Psaila Street, Santa Vallera, SVR 9017. The company secretary was listed as Jonathan Vella. The company is now registered at Crossbow House, 78 Cospicua Road, Paola [1965]. This change of address occurred on the 19 December 2013 [1966].*

6. *The date of the company's formation shows the early relationship that had developed between Chris Spiteri and the Ali family.*

Consultancy Agreement with Bluestone Investments Malta

7. *At the same time that the Concession Agreement was being finalised, GAH entered into a "Procurement Consultant" agreement on 25 October 2015 with Bluestone Investments Malta Ltd C67975 [1967]. Bluestone Investments Malta Ltd was represented by Ram Tumuluri while GAH was represented by Aasia Parveen Shaukat.*

8. *The agreement states:*

   "The Company (BML) is in the process of signing an Agreement with the Government of Malta which will allow it to take over and manage a number of healthcare facilities in Malta....

   The Company desires to engage the Consultant (GAH) with the requisite skills and abilities to perform the services of Procurement Consultant..."

9. *We have not seen GAH performing any duties associated with that of a procurement consultant.*

10. *The renumeration for this contract was €25,000 per calendar month commencing on 01 November 2015 and would remain in effect for three*

1962 [form T Shaukat Ali.doc]

1963 [Form T aasia.doc]

1964 [Fwd: Passport copy.msg]

1965 [Page 4, BATCH CS77 GLOBAL ASSETS BOX DB20343132022031910504l.pdf]

1966 [Page 557, BATCH CS77 GLOBAL ASSETS BOX DB20343132022031910504l.pdf]

1967 [Pages 131-135, BATCH CS5 GLOBAL ASSETS DB10000013202203141315J7.pdf]

years. So far, we have not located any invoices for the work allegedly performed in relation to this contract.

11. *From January 2016 through April 2017, GAH received approx. €340k from Bluestone.*

Soft Drinks

12. *The company also generated a small amount of profit from a one-off purchase and sale of soft drinks which appears unrelated to the Hospitals Concession. This involved a one-off payment from Golden Window General Trading LLC, a company based in Dubai for a total of €273,240 on the 23 September 2015. The invoice was dated 04 September 2015. The invoice was for Pepsi, 7UP and Miranda [1968].*

13. *On the same date, 04 September 2015, another invoice was issued from Pantheon Ship Supplies to GAH for a total of €255,063. This invoice was for twenty assorted containers of soft drinks [1969]. This invoice was paid in four tranches of €63,528.3 (totalling €254,113 which includes €950 discount) from September to November 2015. The first payment was made the day after money was received from Golden Window General LLC.*

14. *This would leave an approx. 15% profit in GAH, or €19,128. We have seen no evidence to show that GAH ever had possession of the containers of soft drinks, and this may simply have been a paper trail that was used to allow the flow of funds.*

Bank Statements

15. *Our detailed analysis of the bank statements can be located at appendix 6.31.*

16. *We note that GAH received approx. €340k from Bluestone in the period January 2016 to April 2017 over fifteen transactions of varying amount. These transfers were transferred under the guise of the consultancy contract discussed above.*

Date	Description	Amount
18/01/2016	Bluestone Investment Reimbursement	25,000
19/01/2016	Bluestone Investment Reimbursement	7,000
28/01/2016	Bluestone Investment Employee Benefits	12,370
12/02/2016	Bluestone Investment Advance Payment	20,000
04/04/2016	Bluestone Investment Loan	50,000

1968 [Page 136, BATCH CSS GLOBAL ASSETS DB1000001320220314131537.pdf]

1969 [Page 137, BATCH CSS GLOBAL ASSETS DB1000001320220314131537.pdf]

08/04/2016	Bluestone Investment Advance Payment	18,000
27/06/2016	Bluestone Investment - Reimbursement	20,000
25/07/2016	Bluestone Investment - Reimbursement	11,000
03/08/2016	Bluestone Investment - Consultancy Payment	46,700
09/09/2016	Bluestone Investment - Advance to Contract	15,000
01/10/2016	Bluestone Investment Aasia Parveen	50,000
23/12/2016	Bluestone Investment - Directors Reimbursement	15,000
01/02/2017	Bluestone Investment - Consultancy Payment	15,000
11/02/2017	Bluestone Investment - Consultancy Payment	10,000
07/04/2017	Bluestone Investment - Advance on Directors Pay	25,000
	Total	340,070

17. *From the outgoings on the bank statements, we note that Aasia Parveen (Shaukat's wife – see appendix 1.60) received €135k and that Zainab Shaukat (Shaukat and Aasia's daughter – see appendix 1.04) received just over €30k. There is also approx. €225k in unknown cheques and withdrawals (no details of these are given on the bank statements and we have no further information on them).*

Accounts

18. *Our summary of the accounts is set out in appendix 6.31. The earliest accounts we have found are for the year ended 31 December 2010. We have accounts up to 31 December 2019. Chris Spiteri is listed as auditor throughout these years.*

19. *We have not attempted to finalise our analysis of these, but our summary shows that, out of ten years available in the data, in only three of the years was there any income declared. The years when income was declared were 2015-2017. During these years the company declared an income of approx. €675k (including the soft drinks sale). The balance represents the income from Bluestone. It is noted that those years are pertinent as they are concurrent with the hospital concession deal coming to fruition.*

Conclusion

20. *In our opinion, we believe that GAH was an SPV used by the Ali family to facilitate illegitimate consultancy payments extracted from concession funds. It is possible that the invoices raised to validate these payments represent trade-based money laundering. This is one of many examples in which the hospital concession money was obtained nefariously by the Ali family.*

Brian Tonna, detentur tal-Karta ta' l-Identità bin-Numru 316764(M) - Appendix 10.01:

1. *Brian Tonna (Tonna) played a key role both as an advisor to GOM in developing their plans for health care and other PPPs (alongside Schembri and Mizzi) and as an advisor to the consortium that signed the MOU and eventually took on the Concession.*

2. *Tonna fulfils FATF's definition of a "Professional Money Launderer". His corporate services business, Nexia BT was closely linked to Mossack Fonseca in setting up offshore structures for clients (including Schembri and Mizzi) which have been implicated in alleged money laundering and he is currently subject to criminal proceedings in Malta. He and his firm also assisted Schembri and Mizzi in their efforts to open bank accounts in Dubai for their companies Tillgate and Hearnville and to open other offshore companies (Akash and Intercare) with bank accounts in that secrecy jurisdiction.*

3. *He describes himself and Keith Schembri as "very good friends" and also had a very close relationship with Shaukat Ali and his family and indeed attended the wedding of Shaukat's son Asad Ali in September 2014.*

4. *From April 2014 onwards he was involved in a considerable volume of correspondence and meetings with GOM officials and members of what would become the healthcare consortium that signed the MOU in October 2014 and therefore appears to have had a key role in shaping the proposals.*

5. *Despite this he was selected as a member of the RfP tender Evaluation Committee although he appears to have replaced himself with his BT Nexia Partner Manuel Castagna at the last minute.*

6. *Following the awarding of the Concession we found that his role appears to be reduced although in 2015 and early 2016 his firm through Mr Cini was assisting with the Dubai companies and bank accounts noted above.*

7. *He was also working with Ivan Vassallo in relation to Technoline and Gateway from the summer of 2014. In late 2015 and early 2016 he also personally advised and assisted with the structure of the newly proposed Technoline group including the use of nominees and an offshore structure which his office developed under the oversight of Schembri and Mizzi.*

His role as advisor to GOM on Public Private Partnerships (PPP)

8. *Tonna became a GoM consultant in 2013. He was appointed as an advisor to OPM, on a considerable annual fee and as a consultant to the Ministry of Energy and Health with an additional fee. Tonna's accountancy firm Nexia BT benefitted from consultancy appointments on many Government projects and concessions including as advisors to the*

Ministry of Energy and Health. [1970] In May 2015 the Ministry of Energy & Health appointed Mr. Tonna to the Evaluation Committee for Request for Proposals (RfP) for Services Concessions for the Maltese Hospitals [1971] a role which his business partner, Manuel Castagna, assumed shortly after.

9. *From as early as 11 April 2014 Tonna was part of a Project Team (which included Schembri and Mizzi) working on PPP initiatives for the Ministry of Energy and Health. [1972] [1973] Shortly afterwards, by letter of 25 April 2014 (although apparently only signed 09 June 2015) Tonna wrote: 'I hereby accept to be appointed on the Advisory Committee in my personal capacity to provide specialised advisory services in assisting the Ministry for Energy and Health in setting up, administering and monitoring Public Private Partnerships (PPPs)' [1974] He therefore clearly had detailed involvement with GOM's plans for PPP's including Healthcare from the outset but appears to have considered no conflict of interest in also advising a consortium who would negotiate to become the "Private" part of the project.*

His role in the early stages of developing the Concession concept

10. *Brian Tonna played a key role in coordinating and bringing together the consortium in the early stages of plans for what eventually became the Hospitals Concession. He was clearly involved from the outset and his email to Asad Ali on 12 June 2014 gives interesting background.*

> *"Dear Asad It was a pleasure meeting you and your colleagues at Keith's office at the Office of the Prime Minister. As Keith told you I have known him and mentored his initial steps in the business world since he was twenty. We are also very good friends and there is absolute trust in each other.* ***I am currently helping his office to fast-track Government projects which are considered critical for the country's economy. We are also very good friends and there is absolute trust in each other.*** *I will be very happy for our firm Nexia BT to collaborate with your prestigious group. As an introduction to our firm, I am attaching some fact sheets about us and our services .... For this purpose, I am copying in my three partners Manuel Castagna (audit), Karl Cini (International business and tax) and Anita Aloisio (Specialist Advisory). Karl Cini is also responsible for the IIP (Citizenship programme) and I am inviting him to send you more details about this so you may get in touch to discuss operational and commercial arrangements for introducers. I look forward to hear from*

1970 [HealthEngLetter.pdf]

1971 [message.body - Appointment to Evaluation Committee - RFP - PML 04 2015.msg]

1972 [Re: Emails & Contact Nos.msg]

1973 [message.body - FW PPP's Planning Session.msg]

1974 [Nexia BT - Letter of engagement signed.pdf]

you and host you at our offices where we can discuss this collaboration further..." [1975]

11. *We note that Tonna describes himself and Keith Schembri as "very good friends" and also had a very close relationship with Shaukat Ali and his family and indeed attended the wedding of Shaukat's son Asad Ali in September 2014. In September 2014, Shaukat Ali was in consultation with Keith Schembri and Brian Tonna in relation to Malta hosting the "Times of India Film Awards". [1976]*

12. *On 26 June 2014 the PowerPoint presentation titled "Mario Galea – Gozo Strategy", [1977] from which the Concession concept grew, was sent by Konrad Mizzi to Brian Tonna with the comment, "As discussed.".*

13. *It is clear that Mr Tonna then had a series of meetings with Shaukat Ali and Asad Ali around this time as their phone numbers appear frequently on a Nexia BT meetings to do list as summarised below. [1978]*

14. *The first appearance of Shaukat Ali's phone number was on a spreadsheet titled, "Meetings update.xls" emailed by Caroline Dingli to Brian Tonna on 23 June 2014. "Meetings update.xls" was updated and emailed on a regular/daily basis and was essentially an office organiser.*

15. *The document contained names, phone numbers and a brief comment that were categorised under a number of headers: - "Nexia Meetings – URGENT; Keith / Govt meetings; Meeting urgent politics; Personal; Internal meetings; Debtors; Lunch; Dinner; Calls."*

16. *In addition to the "Meetings update.xls" office organiser we located Outlook Calendar appointments for Asad Ali and Shaukat Ali.*

17. *We believe that these illustrate the involvement of the Ali family at the very early stages of the Concession's development and have set these appointments out in the table below:*

Date	***Data Source***	***Comment***
23.06.14	*Outlook Calendar – Meeting scheduled by Brian Tonna []*	*Shaukat Ali 99888863 / Asad Ali 99602145 - + 2 persons IIFA - Mark Magri for meeting on 23 June 2014 from 13:00-14:15*
01.07.14	*Meetings update.xls - Nexia Meetings – URGENT []*	*Shaukat Ali 99888863 / Asad Ali 99602145 / IIFA, Sovika Airlines, Gozo Hospital*

1975 [message.body - RE: Introduction Sovika Group and Nexia BT]

1976 [506151.eml]

1977 [message.body - Fwd presentation.msg & Attachment]

1978 [Meetings update.xls]

03.07.14	*Meetings update.xls - Nexia Meetings – URGENT []*	*Shaukat Ali 99888863/ Asad Ali 99602145 / IIFA, Sovika Airlines, Gozo Hospital*
04.07.14	*Meetings update.xls - Nexia Meetings – URGENT []*	*Shaukat Ali 99888863/ Asad Ali 99602145 / IIFA, Sovika Airlines, Gozo Hospital*
11.07.14	*Meetings update.xls - Nexia Meetings – URGENT []*	*Shaukat Ali 99888863 / IIFA, Sovika Airlines, Gozo Hospital* *Calls: Chief of Staff – Chris Fearne – details of surgeons Brian needs to work with to open a company in Malta*
14.07.14	*Meetings update.xls - Nexia Meetings – URGENT []*	*Shaukat Ali 99888863 / IIFA, Sovika Airlines, Gozo Hospital* *Calls: Chief of Staff – Chris Fearne – details of surgeons Brian needs to work with to open a company in Malta*
15.07.14	*Meetings update.xls - Nexia Meetings – URGENT []*	*Shaukat Ali 99888863 / IIFA, Sovika Airlines, Gozo Hospital* *Calls: Chief of Staff – Chris Fearne – details of surgeons Brian needs to work with to open a company in Malta*

18. *The meeting of 23 June 2014 was three days before Mario Galea's "as discussed" email to Brian and the meetings shortly thereafter specifically link Shaukat Ali to "Gozo Hospital" and "surgeons".*

19. *On 15 July 2014, a series of questions relevant to the health concession were emailed from Anita Aloisio to Caroline Dingli, both Nexia BT employees,*

    "...information was requested during our meeting this morning."

    Will the EOI refer to St Luke's Hospital and Karen Grech jointly?

    Will the GOM oblige the private entity to take on board all the current employees once the concession is awarded?

    Would it be possible to obtain the architectural plans of St Luke's Hospital and Karen Grech?

    Would it be possible to obtain the high level strategy which the GOM has in relation to the activities which will be included in the EOI? (apart from Geriatrics, Rehabilitation and Dermatology)

    Is it still the intention of the GoM to convert Boffa Hospital into a hotel? This was the strategy under the previous administration." [1979]

20. *Given that 15 July 2014 is the last note of Shaukat Ali and Gozo hospital in Nexia BT's calendar around this time, there is a strong possibility that*

1979 [message.body - Fw:Information Required]

the Nexia BT meeting with Shaukat Ali took place on the 15th and that the questions above were raised at that meeting.

21. *It is also significant that the questions set out above referred to the operation of St. Luke's and Karin Grech hospitals when, to this point, it was only GGH and medical tourism that had been identified as a project for third party operators.*

22. *On 21 July 2014, Brian Tonna emailed Chris Fearne [1980] the five questions, "which were put to me by a potential consortium", ahead of their planned meeting the following day. This is the first mention we have found in the data of such a consortium. It is notable there is no mention or evidence of meetings with any potential consortium members other than Shaukat Ali at this stage.*

23. *The questions formed part of a long email on ideas and plans around privatisation of healthcare which included the setting up Mater Dei Ltd. This was to be a subsidiary of Projects Malta that would conduct private operations / medical tourism at off peak times at the Mater Dei hospital.*

24. *Brian Tonna updated Konrad Mizzi who directed him the following day to, "Also spk to Ivan Falzon / deputy CEO at mater Dei in copy (trusted) to which Brian replied that he was meeting Ivan Falzon that morning.*

25. *In an update to Anita Aloisio of Nexia BT on 23 July 2014, [1981] Brian Tonna wrote,*

    "As to Karen Grech and St Luke's an EOI will be issued end of September, RFP then by December. EOI will ask for ideas (subject to a list of Government requirements for which it will pay of course) how best to develop the site. Not excluded that to finance investment, consortium will be allowed some residential units and hotel."

26. *Brian Tonna by now had a clear understanding of EoI and RfP timelines and answers to some of the consortium's questions.*

27. *On 2 August 2014 Brian Tonna emailed Caroline Dingli: [1982]*

    'I also need meeting with Konrad (30 mins alone) and with Konrad and Chris Fearne (after for another 30 mins) at Castille Konrad office'.

28. *On 22 August 2014 Brian Tonna composed an email to Chris Fearne about Mater Dei Ltd and St Luke's. In advance of sending it, the draft was forwarded to Konrad Mizzi, in which Brian asked, "is he aware of everything?" to which Konrad Mizzi replied,*

1980 [message.body - Re Health Ministry general update - Brian Tonna follow ups.msg]

1981 [message.body - Re Health Ministry general update - Brian Tonna follow ups.msg]

1982 [message.body - Latest update - have serious issues with Tuesday and weekllll!.msg]

"Thx Brian I will update him today so we can proceed so you don't need to ask - I would simply tell him what we agreed" [1983]

29. *The exchanges appear to suggest that the then Health Minister colluded with Brian Tonna, going behind Chris Fearne, in regard to healthcare projects.*

30. *The closeness of Tonna's personal relationship to the Ali family is evidenced by his attendance at the wedding of Asad and Seham Ali on 10th October 2014. [1984]*

31. *The considerable volume of emails between Tonna, various GOM officers, and members of the proposed health care consortium at this time evidence the central role he was playing in developing, shaping and advancing these projects. This is particularly notable given his involvement with various other nefarious projects around this time which have been the subject of other Magisterial Inquiries, and his close relationship with Mr Schembri and Dr Mizzi (which included forming offshore companies including Tillgate and Hearnville for them before this time).*

32. *It is also interesting to note that Tonna was billing GOM for various consultancy services rendered between 1 July and 31 August 2014.[1985]*

33. *As detailed in appendix 3.02 Shaukat Ali Chaudhry (appendix 1.04) and his son, Asad Ali (1.10) had been working closely with Keith Schembri since at least August 2013 and through him probably was known to Brian Tonna.*

34. *It is evident that Brian Tonna also met with other potential investors such as Ashok Rattehalli, Mohammed Walajahi and Ram Tumuluri at this time. On 8 October 2014, Brian Tonna emailed these three men having clearly met with them recently and was following up on that meeting. The topic was their desire to invest in Malta:*

    "As discussed yesterday I suggest that individually you contact us with your existing structures in the various jurisdictions which will eventually end up investing in the Malta company (or two tier Malta structure) that will sign the Memorandum of understanding with the government... I will also update Alex Muscat and Keith Schembri (the Prime Ministers Chief of staff) with developments of this investment opportunity for our sister Island Gozo...I also take this opportunity to wish you a safe return home and look forward to our collaboration." [1986]

1983 [message.body - Re: Health Ministry general update - Brian Tonna follow ups]

1984 [message.body - Wedding - Seham & Asad]

1985 [message.body - FW: Government invoices – Nexia]

1986 [message.body - RE Meeting at OPM offices - Gozo Investment]

35. *In the days immediately prior to the MoU between GoM and the investor group being signed on 10 October 2014 the investor group also attended Nexia BT offices for a meeting with Brian Tonna. On 8 and 9 October 2014 Brian Tonna emailed Mohammad Shoaib Walajahi, Ram Tumuluri and Ashok Rattehalli, [1987] thanked them for their visit to Gozo and OPM and advised them,*

    "I am sure that both Alex Muscat and Mario Galea will guide you in the right direction."

36. *This demonstrates how closely Mr Tonna was involved in bringing matters to the stage of getting the MOU with GOM signed.*

Relationship with the Evaluation Committee

37. *Despite his close involvement with the investor team and with formulating their plans Tonna was selected for the tender evaluation board Committee although he appears to have replaced himself with his Nexia Partner Manuel Castagna at the last minute.*

38. *It was clear that his involvement was planned as soon as it became obvious the tender was to happen. As early 30 March 2015 Ronald Mizzi, then Permanent Secretary for Energy [1988] emailed Adrian Said:*

    "RE Health PPP: Evaluation Board; Chairman: James Camenzuli; Members: Brian Tonna, Mario Galea, Robert Borg"

39. *His appointment was then confirmed on 10 May 2015 when Adrian Said emailed Aaron Mifsud Bonnici [1989] for,"...an update following your meeting with the minister on...Appointment of Evaluation Committee" Aaron Mifsud Bonnici replied, "Ing. James Camenzuli, Brian Tonna, Mario Galea, Robert Borg". However, on 14 May 2015, when the Evaluation Committee was appointed Brian Tonna's name had been removed.*

40. *We found no correspondence that stated why he replaced himself with his Nexia BT Partner Manuel Castagna, However, given Mr Tonna's correspondence and meetings with the Ali family and the investor group from its inception we consider that, by proceeding as planned, he would have been in breach of the criteria set out in the Declaration of Impartiality and Confidentiality, which all Evaluation Committee appointees were required to sign, specifically:*

    "I hereby declare that to my knowledge, I have no conflict of interest with the operators who have submitted an offer for this contract,

---

1987 [message body - RE_ RE_ RE_ Meeting at OPM offices - Gozo Investment.msg]

1988 [RE_ RE_ RE_ Evaluation Committee_(1).msg]

1989 [Fwd St. Lukes + Gozo-2.msg]

including persons or members of a consortium, or the subcontractors proposed."

41. *Following the awarding of the Concession we found that his role appeared to reduce although Nexia BT assisted with the offshore companies noted below for Schembri and Mizzi. In late 2015 and early 2016 he also personally advised and assisted on the structure of the new Technoline group prior to the takeover of Technoline by Gateway including the use of an offshore structure which his office developed under the oversight of Schembri and Mizzi.*

Tonna and his partner Karl Cini acted as a "Professional Money Launderer" to assist Schembri and Mizzi with their offshore companies

42. *In appendix 10.08 we have introduced FATF, set out some of their relevant money laundering definitions. We have concluded there that Tonna fulfils FATF's definition of a "Professional Money Launderer".*

43. *His corporate services business, Nexia BT was closely linked to Mossack Fonseca in setting up offshore structures for clients including Schembri and Mizzi which have been implicated in alleged money laundering. He is currently subject to criminal proceedings in Malta.*

44. *As more fully described in appendix 3.03 Tonna and his firm Nexia BT also worked with Shaukat Ali to assist Schembri and Mizzi in their efforts to open bank accounts in Dubai for their companies Tillgate and Hearnville and to open other offshore companies Akash and Intercare (appendices 3.50 and 3.51) with bank accounts in that secrecy jurisdiction.*

45. *In August and September 2015 Karl Cini, Nexia BT's MLRO and personal tax accountant to Mr Schembri and Dr Mizzi, set up a meeting between himself and Shaukat Ali at Castille with regards to bank accounts in Dubai.*

46. *Mr Cini, who along with Brian Tonna were the key principles and architects for Mr Schembri's and Dr Mizzi's Panamanian companies through offshore formation agents, Mossack Fonseca, also had documents couriered to the Dubai company formation agents used by Shaukat Ali.*

47. *On 6 August 2015, Brian Tonna's PA, Jeanette Pisani, emailed Mr Cini to remind him to set a meeting. [1990] Her note to Mr Cini read:*

    "Please set meeting with Shawkat (father of Ali) with regards to bank accounts in Dubai - ideally to be set at Castille"

1990 [message.body - meeting to set]

48. *On 20 August 2015 Karl Cini created an appointment to meet Mr Schembri at Castille on 25 August 2015. [1991]*

49. *As detailed below, during August 2015 Dubai companies were incorporated for both Mr Schembri and Dr Mizzi. Emails show Mr Schembri liaising with company formation agents in Dubai on his own and Dr Mizzi's behalf and providing bank reference material for both with Mr Cini's assistance.*

50. *Shaukat Ali's involvement with the company formation agents was not revealed until he gave the instruction to liquidate at least two of the four companies just 9 months later in March 2016.*

51. *In February 2016, Mr Schembri also sent Mr Cini his and Dr Mizzi's personal bank statements that Mr Schembri had previously sent to the Dubai banks on behalf of himself and Dr Mizzi. Mr Cini will therefore have been aware of Mr Schembri's and Dr Mizzi's contact with banks and the company formation agents in Dubai.*

52. *On 1 September 2015 Vaseem Bari of Universal Consultants Dubai emailed Mr Schembri in regard to the set-up of a new business in UAE. [1992] Mr Schembri provided Mr Bari with an information report from HSBC by email just before noon on the same day 1 September 2015 [1993] [1994] which Mr Schembri had obtained by email from Mr Cini on the morning of 1 September 2015. [1995]*

53. *In response, later on the same day 1 September 2015, Mr Bari provided Mr Schembri with a bank reference template [1996] [1997] which was to be put on the bank's stationery.*

54. *On 8 September 2015, Mr Schembri emailed Lawrence Pace of HSBC (Karl Cini in copy) [1998] referencing Mr Pace's discussion with Mr Cini. Mr Schembri asked Mr Pace for two reference letters from HSBC as per a previous one issued by HSBC in June and addressed to Nexia BT.*

1991 [message.body - Meeting – KS]

1992 [61610.partial.emlx]

1993 [634547.partial.emlx]

1994 [Bank reference letter – KS.pdf]

1995 [61609.partial.emlx]

1996 [321753.partial.emlx]

1997 [Bank_reference_format_with address format.doc]

1998 [113496.emlx]

55. *On 8 September 2015 Mr Schembri also provided Vaseem Bari of Universal Consultants Dubai with his HSBC premier card statement as proof of his address. [1999] [2000]*

56. *On 9 September 2015 Mr Cini had an envelope addressed to Mr Vaseem Bari of Universal Consultants JLT collected by UPS. [2001]*

57. *On 18 February 2016 Liaqat Ali emailed Mr Schembri in relation to opening business accounts for Mr Schembri's companies and "your other friend's companies". Liaqat Ali confirmed that he and Mr Schembri had also met in Dubai. [2002] He needed bank statements for Mr Schembri's personal bank accounts for the last 3 months.*

58. *On the same day, 18 February 2016, Mr Schembri replied to Liaqat Ali attaching bank statements for Mr Schembri's HSBC account number 040050056050 [2003] and Dr Mizzi's BOV account. [2004]*

59. *Two days later on 20 February 2016, Mr Schembri asked Liaqat Ali whether he had received the bank statements and whether anything else was required [2005] to which Liaqat Ali replied that he had received the bank statements, and he would let Mr Schembri know if he required anything further. [2006]*

60. *Mr Schembri also sent the two sets of personal bank statements for himself and Dr Mizzi to Karl Cini on the same day (20 February 2016) [2007] thus making Mr Cini aware that personal bank statements belonging to the pair were being sent.*

61. *We note that Daphne Caruana Galicia issued a blog on 24 February 2016, headed "#konradsaystrustme" and a further blog on 25 February 2016, headed "Mossack Fonseca, Brian Tonna, Konrad Mizzi and his Panama "shell". These and following blogs suggested that the previous secrecy covering offshore companies had been breached as would be confirmed by the publication of the Panama Papers some weeks later in April 2016.*

62. *It seems notable that efforts to complete the money laundering structures in Dubai we have identified appear to have abruptly changed around this time and efforts to get rid of the Dubai companies, Intercare and Akash, were underway within weeks.*

1999 [631385.partial.emlx]

2000 [HSBC Premier Statement July.pdf]

2001 [message.body - courier collection.msg]

2002 [61309.partial.emlx]

2003 [Hsbc Feb.pdf]

2004 [BOV KM.html]

2005 [629863.emlx]

2006 [61297.emlx]

2007 [631885.partial.emlx]

Tonna's assistance in relation to Gateway, MMXVI, Astromedic and Technoline

63. *Mr Tonna's early association with Ivan Vassallo and Technoline started as early as 2014. On 7 July 2014 there is an email chain between Ivan Vassallo, Brian Tonna & Alan Comerford relating to a medical equipment deal: [2008]*

    "we have received the attached and subjoined email below from Technoline for the commissioning and training of the Linac accelerators....".

64. *We note that this was a month before Vassallo was made a director of Gateway and was at the same time that Tonna was having meetings with the Ali family and developing the plans for the Health Care PPP.*

65. *Mr Tonna and Nexia BT played a leading role in the planning and carrying out of new corporate structure for Technoline in 2015 and into 2016. As more fully described in appendices 2.10 and 2.15 in 2015 and early 2016 Tonna and Mr Cini, assisted by their staff in Nexia BT, planning an ownership structure of a newly proposed Technoline group. Tonna and Cini assisted with the formation of the two intended holding companies for Gateway Solutions Limited namely MMXVI Limited and Astromedic Limited having proposed them as a means by which to share the ownership of Gateway between Mr Vassallo and his associates.*

66. *BT Nexia's plans for the newly proposed Technoline group were shared with Mr Schembri and Dr Mizzi in late 2015 and early 2016 giving them oversight of what was planned for Technoline.*

67. *The planning surrounding the incorporation of Astromedic Limited (appendix 2.15) put Mr Tonna into contact with Mr Schembri, Mr Ali Sadr of Pilatus Bank and the Austrian tax lawyer, Robert Schneider who was to affect a further offshore structure for Astromedic Limited and act as a nominee shareholder which we consider was designed to give additional secrecy to Mr Tonna's clients.*

68. *BT Nexia company, BT International Limited, acted as nominee corporate shareholder for Adrian Hillman and Pierre Sladden in MMXVI (appendix 2.10).*

Christopher Spiteri, detentur tal-Karta ta' l-Identità bin-Numru 201373(M) - Appendix 10.10:

2008 [message.body - FW:Gantt Chart - Nada]

1. *Christopher Spiteri (Mr. Spiteri) is a qualified accountant and auditor. He has been the personal tax accountant to Ali family members and assisted the Ali family's businesses in Malta since the early 2010's.*

2. *In this role he has facilitated Shaukat Ali Chaudhry (Shaukat Ali), the Ali family and their associates to establish and maintain several companies that were directly involved in the health care concession including the holding companies Bluestone & VGH, the operations company VGHM and the IT supply company, Eurasia.*

3. *Mr Spiteri set aside his professional ethics when, after accepting the offer of a bonus, he undertook to deliver a clean but ultimately unethical audit of the VGH group of companies to facilitate the period of transition and smooth handover of the health concession to Steward.*

4. *However, any concerns over Mr Spiteri's conduct and ethics as the auditor of the VGH group pale beside what are various indications that Mr Spiteri was fulfilling the role as a professional money launderer for the Ali family. His assistance and acquiescence with the following demonstrate the key role that Mr Spiteri played in protecting the Ali family's business and personal financial interests:*

   (i) From late 2014, through his association with Crossrange, Pivot, Gozo Global Healthcare Limited and Gozo International Medicare Limited, Mr Spiteri was privy to the Ali family's ownership of companies with early involvement in the original Gozo healthcare project.

   (ii) He was also privy to the Ali Family's continuing connection to the bid for the Maltese Healthcare Concession and their involvement in the formation of VGH in May 2015.

   (iii) He was privy to the relatively enormous value of funds and additional benefits extracted by the Ali family from Bluestone / VGH / the Maltese Healthcare Concession during 2016 and 2017 via lucrative consultancy contracts, employment contracts, luxury cars, travel and the IT supply business, Eurasia

   (iv) Thus, he was privy to the Ali family's control of Bluestone and the VGH group of companies whilst they were operated under the public ownership of Mark Pawley & others. In other words, he was part of the scheme of concealed ownership.

   (v) As noted above, he accepted Asad Ali's offer on behalf of Steward of a bonus as enticement to conduct audits on the VGH companies in such a fashion that any financial issues would be resolved so as not to jeopardize the audit result.

(vi) *He was privy to the Ali family's links to various offshore jurisdictions including two known secrecy jurisdictions, namely Switzerland & Dubai, and was also privy to the relatively enormous sums of money that were being paid to those jurisdictions by companies connected to the Malta Healthcare Concession.*

(vii) *Despite being the Ali family's accountant and with his consequent familiarity with their personal tax statuses (each of the family members were resident in Malta since the early 2010's), he apparently ignored their foreign income which allowed him to adopt what could be described as a 'no questions asked' approach to the millions of Euro paid to Mount Everest on behalf of Shaukat Ali or the hundreds of thousands of Euro paid to or on behalf of the family by a major supplier to the healthcare concession, Accutor.*

(viii) *He assisted the Ali family to privately control Cannapharm and fund it from a recognised secrecy jurisdiction (Switzerland) with money received from the same major supplier to the Maltese Healthcare Concession (Accutor) and provided his client bank account as a channel to do so without verification as to the source of funds.*

5. *Based on the above, in our opinion Mr Spiteri was fulfilling the role of a professional money launderer for the Ali family and by extension, for the Maltese Healthcare Concession.*

Vitals Global Healthcare Limited (VGH)

6. *Our detailed commentary on the above holding company is set out in appendix 4.01.*

7. *In regard to the formation of the company, this Inquiry will note the proximity of Mr Spiteri's office to the directors of Crossrange Holdings Limited and Pivot Holdings Limited at the time of the formation of VGH in May 2015 and Wajid Ali's attendance at Mr Spiteri's office on 15 May 2015 in connection with the formation.*

8. *This Inquiry will further note Mr Spiteri's email to Kevin Deguara, Jean Farrugia and Deborah Chappell of DF Advocates on 18 May 2015 in which Mr Spiteri referred to himself having received payment from Mr Tumuluri for work done on behalf of the Ali family company, Pivot Holdings Limited.*

9. *Mr Spiteri commented in the same email: "**They** have also formed three new companies called Vitals Global Healthcare Limited, Vitals Global Healthcare Assets Limited and Vitals Global Healthcare Management Limited." In our opinion it is reasonably clear that the "They" Mr Spiteri*

was referring to on 18 May 2015 was not only Mr Tumuluri and Mr Pawley, but the Ali family as well.

10. *The Inquiry will also note that in his function as accountant to Bluestone / VGH, Mr Spiteri will also have been aware of the Ali family's senior positions in VGH and the highly lucrative consultancy contracts awarded to Ali family members and their Dubai company, Mount Everest by VGH and Bluestone in 2016 all of which further indicates that the parties (the Ali family and the Bluestone directors, Mark Pawley and Ram Tumuluri) had in early May 2015 come to a private arrangement in which the Ali family's loss of a potential 30% share of the Maltese Healthcare Concession would be compensated in a manner that placed the family at absolutely no disadvantage, either financially or in terms of control of the concession.*

11. *Based on all of the above it is submitted that, as in the case of Cannapharm Technologies Malta Limited (see below), Mr Spiteri was aware that the Ali family had a controlling stake in VGH, which was being kept private with assistance from Mr Spiteri's office.*

Bluestone Investments Malta Limited (Bluestone)

12. *Our detailed commentary on the above company is set out in appendix 3.10.*

13. *Although financial statements for Bluestone were not prepared by Mr Spiteri's office for the years ended 31 December 2016 and 31 December 2017, the financial information given to Mr Spiteri's office for those years was more than sufficient for Mr Spiteri to understand that the Ali family were major and principal benefactors who extracted millions of Euros from the Maltese Healthcare Concession in those years. The total value of funds believed to have been ext*

14.
Mount Everest

15. *Our detailed commentary on Mount Everest FZ LLC and Mount Everest General Trading LLC is set out in appendices 3.20 & 3.30.*

16. *Mr Spiteri will have been aware from Bluestone's financial records that Mount Everest / Shaukat Ali was the principal benefactor of funds from the Maltese Healthcare Concession. Mr Spiteri's apparent lack of enquiry as to what value Shaukat Ali, who had no personal experience in delivering major health care projects, had delivered for the Maltese Healthcare Concession to warrant the consultancy of approximately*

€5M paid to Mount Everest further indicates Mr Spiteri's 'no questions asked' approach to the finances of VGH and Bluestone.

17. *Mr Spiteri will have been aware that Shaukat Ali was the only person connected to the Maltese Healthcare Concession companies that used a Mount Everest prefix in his email address and thus he will have been aware of Shaukat Ali's connection to Mount Everest and Dubai.*

Vitals Global Healthcare Management Limited (VGHM) and the audit of the VGH group

18. *Following the takeover of the VGH Group in early 2018 there was an urgent need to conduct an audit of the companies and provide a return to Malta Business Registry for the years ended 31 December 2015, 31 December 2016 and 31 December 2017.*

19. *It is evident that Mr Spiteri set aside his professional and ethical responsibilities to complete the audit and was motivated by financial reward in the form of a bonus. As a warranted accountant and auditor (see paragraphs 44/45) Mr Spiteri is compelled to conduct his business activity by regulated international standards and legislation within Malta including the Accountancy Professions Act & Accountancy Professions Regulations and Directives. Mr Spiteri is required to evidence his continual annual development in professional and core competency areas in his continuous professional education (CPE) within his annual return to the Malta Institute of Accountants (MIA). [2009]*

20. *Full details and document references of Mr Spiteri's actions in relation to the audit are outlined in appendix 4.10 Vital Global Healthcare Management Limited (VGHM). However, in summary, Mr Spiteri accepted an offer of a bonus of €50,000 for the successful completion of the audit of the VGH group which he secretly built into his total audit fee for the group by spreading it over the audit engagement fees for five companies.*

21. *In doing so Mr Spiteri instantly undermined the validity of the audit. Over half the fee of €98,000 for the audit of VGHM which, per Saba Abbas, was the only financially active company in the VGH group, was payable only on the condition of there being no problems coming from the audit. In other words, Mr Spiteri's silence had been bought through his commitment to resolve any financial issues found during the audit without implication for either VGH or Steward. We consider that it was in the context of this highly abnormal relationship between Mr Spiteri the small local auditor and his now global client that the misuse/*

2009 [Pages 90-104, Batch CS80 Chris Personal 06240100002610220320081402.pdf]

misappropriation of a significant part of the funds received from GOM, that was expended by VGHM during 2016 and 2017, went undetected and unreported.

22. *Having bought Mr Spiteri's secret assistance to successfully complete the audits, problems in getting the necessary financial information were encountered leading Dr Ernst to terminate Steward's "efforts to establish a proper audit result for VGH in 2015/2016". Dr Ernst and Steward CFO, Miro Boyanov agreed that the accounts for 2015 and 2016 should not undergo audit but rather should be subject to what they called "limited scope procedures". Dr Ernst discussed this approach to the audit with 'Konrad' from GoM who agreed with Steward's proposed path for dealing with it.*

Mr Spiteri provided VGH/SML's private financial information to the Ali family in 2019

23. *In our experience it is unusual but not unknown for the vendors external accountants to continue to act for the new owners, especially where the new owners have reason to believe there may have been nefarious goings on in the company. Mr Spiteri's retention by Steward was also surprising as, although he had some knowledge of the financial operations of VGH, he had apparently not produced any accounts for them. The continuing close involvement of the Ali family with the Concession therefore appears to us to be the most likely factor in his retention. A new accountant attempting to do a proper job may have been less willing to assist in covering up what had been going on.*

24. *On 31 October 2019 Chris Spiteri sent Shaukat Ali and Wajid Ali audited (but probably unsigned) accounts of the Steward group for the year ended 31 December 2017. Shaukat Ali acknowledged receipt of the accounts around 10 minutes later.* [2010]

    "These are for your information only and should not be discussed with Steward management on accounts department, unless they give you a copy of themselves."

25. *On 4 March 2020 Chris Spiteri also sent final copies of the consolidated accounts of SML for the year ended 31 December 2017 to Asad Ali and Shaukat Ali.* [2011] [2012]

    "Dear Asad

2010 [message.body - Re:Steward group audits 31.12.17]

2011 [message.body - FW:Steward audited accounts 31.12.17]

2012 [Steward Malta Limited IFRS consolidated.pdf]

Please find attached the final copies of the consolidated accounts for Steward Malta Limited for the year ended 31st December 2017.

The consolidated accounts comprise the results of all three companies together – Steward Malta Management Limited, Steward Malta Assets Limited, and Stewart Malta limited.

Please note that Stewart did not share pages 27 to 31 of these consolidate accounts with anyone. Not even to government and Bank of Valletta, so please keep them confidential."

26. *Mr Spiteri's actions here reveal Shaukat Ali's continuing association with VGH/SML and Spiteri's continuing loyalty to the Ali family. Under normal circumstances and without any official ownership of VGH/SML they would have had no entitlement to receive the financial statements. The emails suggest that Mr Spiteri had not received Steward's authorisation to share this information with the Ali family and therefore he seems to have been willing to breach professional client confidentiality.*

Cannapharm Technologies Malta Limited (Cannapharm)

27. *Our detailed commentary on Cannapharm is set out in appendix 3.80.*

28. *Mr Spiteri's office incorporated Cannapharm under the oversight and direction of the Ali family and key instructions on its formation came from the Ali family rather than the company officers and shareholder. Mr Spiteri also made his client bank account available to receive funds of almost €700,000, following which it became the de facto company bank account of Cannapharm.*

29. *In allowing his client bank account to be used by the Ali family in this manner Mr Spiteri was providing a special 'one-off' service. We know this because outside of the funds he held on behalf of Cannapharm, which represented up to 90% of the balance held in the client bank account, the remainder was comprised solely of individual amounts of €1,200, being the share capital of other clients' companies. In other words, no other client was afforded the right to use Mr Spiteri's client bank account as the de facto company bank account.*

30. *Malta Enterprise's due diligence on one of the Cannapharm's directors, Mr Denis Orlov, indicates him to have been a professional money launderer who specialised in assisting government officials to skim proceeds from state projects. Thus, the use of Mr Spiteri's bank account appears to have been a deliberate ploy by those connected to the company to avoid due diligence by the banks on the company and Mr*

Orlov (as without the use of Mr Spiteri's client account due diligence on the company directors would have been a requirement to set up a new company bank account for Cannapharm).

31. *The almost €700,000 paid into Mr Spiteri's client bank account included €150,000 from Spring Healthcare AG and €50,000 from Accutor AG received between July 2019 and September 2019. Upon receiving these funds Mr Spiteri gave Shaukat Ali and his sons, Asad and Wajid, full transactional oversight of all funds paid into and out of Mr Spiteri's client account that related to Cannapharm, which further indicated the Ali family's control and financial interest in the company, whilst allowing them to remain publicly unconnected to it.*

32. *We can only conclude that Mr Spiteri must have understood that the funds he had received from Accutor AG and Spring Healthcare AG not only entitled the Ali family to access the day-to day financial information of Cannapharm, but that they also were in control of the company (as a mere investment of cash would not normally allow the investors to know details of every company transaction).*

33. *Mr Spiteri's position as auditor of VGHM / SMM (appendix 4.10) ought to have raised his concern that the funds received into his client account from Accutor AG were coming from a major supplier to the Maltese Healthcare Concession and that the supplier was based in a recognised secrecy jurisdiction.*

34. *In summary then, the Ali family were, with Mr Spiteri's assistance, able to privately control Cannapharm and fund it from a recognised secrecy jurisdiction with money received from a supplier to the Maltese Healthcare Concession (which Mr Spiteri also knew from its inception was privately controlled by the Ali family with assistance from his office).*

35. *The fact that none of these red flags were raised with the appropriate authorities strongly indicates that Mr Spiteri was fulfilling the role of a professional money launderer for the Ali family. He assisted not only by allowing the Ali family to control companies (Cannapharm / Bluestone / VGH) that they were not the registered owners of, but also by receiving and administering funds from a secrecy jurisdiction that ought to have been recognised as coming from a supplier to the healthcare concession, with all the attendant implications and risks that this posed.*

36. *The details of Mr Spiteri's client bank account are:*

    - *Bank:* ***HSBC***
    - *Bank account number:* ***085 – 010650 - 050***

- *IBAN:* ***MT03 MMEB 4485 3000 0000 8501 0650 050***

37. *Relevant bank statements for Mr Spiteri's client bank account are included in appendix 3.80 and emails showing Mr Spiteri's communication of the company's transactions in the client bank account to the Ali family are also set out in the same appendix and analysed in appendix 3.81.*

Eurasia Limited (Eurasia)

38. *Our detailed commentary on Eurasia is set out in appendix 2.40.*

39. *Mr Spiteri was the company accountant for Asad Ali's IT supply company from the date of incorporation in 2011 onwards and there are emails showing his continuing involvement with Eurasia in 2019. As set out in appendix 2.40, Eurasia made major supplies of IT equipment into the healthcare concession, first to VGHM and then to SMM.*

40. *Eurasia did not file financial accounts after the year ended 31 December 2016 with the result that once it had become a supplier to VGH and SMM it no longer reported its finances. In our opinion this was deliberate and intended to hide the financial transactions between Eurasia and the hospital concessionaires.*

41. *Mr Spiteri's office made attempts to prepare VAT returns covering the period of the concession as is evident from VAT workings. These workings would have made it abundantly clear to Mr Spiteri that Eurasia's trading and financial position had improved dramatically as a result of its supplier relationship with VGH / SMM. Mr Spiteri will therefore have known that through Eurasia, Asad Ali was not only employed by both VGH and Steward, but he had also been successfully positioned as a major supplier to both.*

42. *As the company accountant / auditor for both VGHM and Eurasia, Mr Spiteri will also have been privy to the fact that VGH/Steward employee, IT manager Clarence Conger Thompson, was receiving large round sum payments from Eurasia. We suspect that Mr Spiteri will also have been aware that this inappropriate relationship and the underlying potential for procurement fraud was the basis for the dramatic increase in Eurasia's finances.*

43. *In our opinion any competent accountant / auditor would have made reasonable enquiries with Asad Ali to determine the nature of the company's relationship with the employee of its key customer. That he did not indicates that Mr Spiteri was facilitating what was going on in the relationship between VGHM / SMM and Eurasia and thus allowing*

the Ali family to privately extract further funds from the Maltese Healthcare Concession.

Personal circumstances

44.Mr Spiteri has the following qualifications - B.A. (Hons) Accountancy. [2013] From July 1999 to October 2011 he was employed by Dr. Anthony J Cassar, Abacus, Suite 2, Triq Psaila, Santa Verna, HMR16 as an Audit Manager. [2014]

45. Mr Spiteri has held a CPA warrant (19808), since 1998, [2015] to practice in Malta and is registered with Malta Institute of Accountants (MIA), MFSA and FIAU. [2016]

46. Mr Spiteri has been a registered MLRO since 2011. [2017] As a CPA warrant holder Mr Spiteri is required by legislation to complete continuous professional education (CPE) at least 120 hours over a three-year rolling period in core competency areas and professional competency areas. These areas are specified in the legislation and regulations. [2018]

47. In annual returns to the Accountancy Board, Mr Spiteri stipulates how many hours CPE he has completed in the previous year, for example for 2013 he stated that he had completed a total of 38 hours. [2019] [2020]

Accountancy practice

48. Our analysis of the financial results of Mr Spiteri's practice is in appendix 10.11.

49. From 1 April 2011, Mr Spiteri took over the audit practice of Dr Anthony J. Cassar and became a full-time sole practitioner. [2021] The terms of the sale of Dr Cassar's practice and commissions on audit fees due are detailed in the contract between Dr Cassar and Mr Spiteri dated 24 February 2011. [2022]

2013 [Pages 24 and 405, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2014 [Pages 86-88, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2015 [Page 39, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2016 [Pages 405, 953 & 675 , BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2017 [Page 978, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2018 [Pages 98 & 99, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2019 [Page 113, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2020 [Page 204, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2021 [Pages 49 & 50, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

2022 [Pages 83-85, BATCH CS80 CHRIS PERSONAL 0624010000262022032008140 2.pdf]

50. *In correspondence with HSBC Bank in November 2015 Mr Spiteri stated:*

> *"I am a self-employed auditor with a staff of 5 audit clerks apart from myself. My office address is "Crossbow House", 78 Cospicua Road, Paola. My client base includes 600 companies for which I do the annual audited accounts and tax returns as well as secretarial services like company formation, mergers, liquidations and payments of annual registration fees to the MFSA. I have been a self-employed auditor as from 2011. Previously I worked as an auditor with Mizzi, Doublet, Scerri & Co and Arthur Andersen in Valletta and Dr. Anthony J. Cassar in Birkirkara. My yearly income as a self-employed auditor is approximately Eur 85,000 (net profit)." [2023]*

51. *We can see from the summary of Mr Spiteri's financial records that the practice's net profit went from €59,923 in 2011 to €116,161 in 2016 and €150,649 in 2020. (appendix 10.11)*

52. *There are several annual returns from Mr Spiteri to the Accountancy Board. In his return for 2011 dated 2 January 2012 Mr Spiteri stated his audit client base at 320. [2024] The return for 2015 dated 19 January 2016 shows 375 audit clients [2025] and the return for 2017 dated 22 January 2018 Mr Spiteri stated his audit client base at 347. [2026]*

Mr. Spiteri's directorships

53. *In correspondence with FIAU Mr Spiteri acknowledged that he was a director in three companies, Crossbow Holdings Company Limited, Metropol Limited and Metropol Holding Limited. [2027]*

54. *Crossbow Holdings Company Limited (C7787) was registered on 18 December 1985 and Mr Spiteri subsequently became a director and shareholder. We have not considered this company any further than this but would be happy to do so if required. [2028]*

55. *Further we see Metropol Holding Limited, but in this instance Mr Spiteri charges Quantum Partners Limited of Malta €500.00 per annum in directorship fees for 2014 indicating Mr Spiteri was acting as*

2023 [Page 553, BATCH CS80 CHRIS PERSONAL 06240100002620220320081402.pdf]

2024 [Page 75, BATCH CS80 CHRIS PERSONAL 06240100002620220320081402.pdf]

2025 [Page 213, BATCH CS80 CHRIS PERSONAL 06240100002620220320081402.pdf]

2026 [Pages 179, BATCH CS80 CHRIS PERSONAL 06240100002620220320081402.pdf]

2027 [Page 938, BATCH CS80 CHRIS PERSONAL 06240100002620220320081402.pdf]

2028 [CROSSBOW HOLDINGS CO. LTD REACTIVATION.MSG-4mg-529100830-0001.pdf]

a nominee directorship for this company. We have not considered either Metropol Holding or Quantum Partners any further than this but would be happy to do so if required. [2029]

56. *For Metropol Limited (C30217) documents show Mr Spiteri, in 2013, drafting dividend warrants in his capacity as director [2030] and charging a similar retainer fee of €500.00 per annum to Quantum Corporate Services Limited again indicating his role as nominee director for Metropol Limited. Again, we have not considered either Metropol or Quantum Corporate Services any further than this but would be happy to do so if required. [2031]*

Links with Shaukat Ali and his associates

57. *Part of Mr Spiteri's business activity was secretarial services including company formation. We suspect that Shaukat Ali and his family were introduced to Malta and Maltese politicians through Mr John Dalli the politician, and former EU Commissioner. Both moved in high circles in Libya during the Gaddafi regime and by early 2009 Asad Ali held shares in a Dalli controlled company see appendix 1.90. We also suspect that Dr Anthony J Cassar (and therefore Mr Spiteri) was introduced to Shaukat Ali by Mr Dalli. Both Dr Cassar and Mr Dalli moved in high political circles at the time and in our opinion, they would have been well known to each other. For example, on 6 October 2011 in President George Abela's diary was a courtesy call from Anthony Cassar, Chaudhry Ali Shaukat (Shaukat Ali Chaudhry) and Asad Ali Shaukat at San Anton Palace. [2032]*

58. *In our opinion the testimonies Mr Spiteri gave before the examining Magistrate on 18 May and on 7 & 9 July 2021 contradict each other. Mr Spiteri stated in the 7 July 2021 testimony that Shaukat Ali came to him in 2014 via a client who was working on Shaukat Ali's home address in Tigne Point, [2033] and in the 9 July 2021 testimony he stated again that the introduction came via a client who worked on Tigne Point and named him as Adrian Micallef. [2034] Mr Spiteri later stated that Shaukat Ali came to Dr Cassar in 2011 and was introduced to Spiteri by Dr Cassar. [2035] In his testimony on 18 May 2021 Mr Spiteri stated: "In 2012 they had already come to me, but I was taking care of*

2029 [Page 83, retainer bills – 2014.doc]

2030 [METROPOL LTD-DIVIDEND WARRANT (1) YA 2014.xlsx]

2031 [Pages 92 & 93, - retainer bills – 2016.doc]

2032 [Page 71, BATCH 9 PIVOT ACCOUNT FORM034372102203221329 41.pdf]

2033 [Page 22, Chris Spiteri (07.07.2021).docx]

2034 [Page 16, Chris Spiteri (09.07.2021).docx]

2035 [Page 16, Chris Spiteri (09.07.2021).docx]

their personal affairs." [2036] we believe that the latter is more likely, but the date is incorrect, and we will show this below.

Anthony Cassar and Mr Spiteri's early links to the Ali family

59. *Dr Anthony J Cassar assisting Asad Ali to obtain Residency in Malta in November and December 2010. [2037]*

60. *Mr Spiteri also formed several non-concession related companies for Shaukat Ali, family members and associates from as far back as the early 2010's.*

61. *Mr Spiteri's attempts to change the narrative on how he was introduced to the Ali family is puzzling as there is absolutely no doubt that he was central to the formation of several companies used during the health concession process. We ask, is he trying to paint a picture that Shaukat Ali found him and decided to place his business future into Mr Spiteri's hands without any prior background of working together?*

62. *We have located several letters drafted by Mr Spiteri in relation to the "bona fides" of members of the Ali family, they all have a similar format, and we refer to them as the "to whom it may concern" letters.*

63. *For example, in a letter addressed to Dr Carmelo Abela, Minister for Home Affairs and National Security dated 28 July 2015, Mr Spiteri is supplying a reference for Shaukat Ali Chaudhry and Asad Shaukat Ali (father & son). Mr Spiteri states that the "family have had business interest in Malta for the last 30 years.....that I the undersigned have been these persons' and their family's auditor for the last 10 years". If true, this would mean that the relationship with Mr Spiteri commenced 2005. Mr Spiteri also vouches for their "integrity, honesty and good character". [2038]*

64. *In a similar letter from Mr Spiteri to "whom it may concern", dated 14 July 2014 in relation to Shaukat Ali Chaudhry and Asad Shaukat Ali, Mr Spiteri states that (he has been) "their family's auditor and financial consultant for the last 12 years". [2039] If true, this letter would mean the relationship commencing in 2002. Both years (2002 & 2005) are far outside the time frame Mr Spiteri gave on oath to the Magistrate.*

2038 [Page 2, Spiteri Testimony - 18.05.2021.docx]

2037 [2010-12-07 10-53-34 [Sub] RE Mr Asad Shaukat Ali – Application for Maltese Residency.eml]

2038 [[1]_RENAMEDFILE_SCAN FROM A XEROX WORKCENTRE-244.MSG-img-728142903-0001.pdf]

2039 [Shaukatalifetter2014[1].docx]

65. *Either these letters are false, misleading, and unprofessional or they hold some kernel of truth, and the relationship did commence in the early 2000's and not a decade later as Mr Spiteri has indicated.*

Companies linked to the health concession

66. *Mr Spiteri formed and audited various companies which can be linked to Shaukat Ali as set out in appendix 1.04 and which can also be linked to the Maltese Healthcare Concession. The below companies were all incorporated and/or audited by Mr Spiteri:*

NAME	NUMBER	DATE OF INCORPORATION	DIRECTORS	SHAREHOLDERS	SOURCE
Global Assets Holdings Limited	C50018	24/06/2010	Aasia Parveen Shaukat Shaukat Ali Chaudhry	Aasia Parveen Shaukat – 50% Shaukat Ali Chaudhry – 50%	6.30
Eurasia Limited	C54028	05/10/2011	Fakhra Shaukat Ali Shaukat Ali Chaudhry	Asad Shaukat Ali - 100%	2.40
Eurasia Services Limited	C62497	05/11/2013	Asad Shaukat Ali Yasar Zafar	Asad Shaukat Ali - 50% Yasar Zafar 50%	[]
Pivot Holdings Limited	C67020	09/10/2014	Asad Shaukat Ali, Aasia Parveen Shaukat Shaukat Ali Chaudhry	Mohammad Shoaib Walajahi 33.3% Shaukat Ali Chaudhry 33.3% Asad Shaukat Ali 33.3%	6.50
Medical Health Management & Consulting Limited	C67804	28/11/2014	Irfan Iqbal Syed Imranullah	Healthcare Information Technologies Inc - 80% Shaukat Ali Chaudhry 20%	[]
Crossrange Holdings Ltd	C68064	12/12/2014	Mohammad Shoaib Walajahi And Mark Pawley	Bluestone 70% Pivot Holdings 30%	6.40
Gozo Global Healthcare Limited	C68092	15/12/2014	Mohammad Shoaib Walajahi And Mark Pawley	Crossrange Holdings Limited - Bluestone 70% Pivot Holdings 30%	7.10
Gozo International Medicare Limited	C68094	15/12/2014	Mohammad Shoaib Walajahi And Mark Pawley	Crossrange Holdings Limited - Bluestone 70% Pivot Holdings 30%	7.20
Bluestone Investments Malta Limited	C67975	09/12/2014	Mark Pawley	100 % Mark Pawley via Asia Harimau Investments Limited (BVI) Bluestone Special solutions #4 limited (BVI)	3.10
Vitals Global Healthcare Limited	C70546	13/05/2015	Ram Tumuluri and Mark Pawley	Bluestone Investment Malta Limited 95% Dr Ashok Rattehalli 5%	4.01
Vitals Global Healthcare Management Limited	C70624	18/03/2015	Ram Tumuluri and Mark Pawley	Vitals Global Healthcare Limited 100%	4.10

Vitals Global Healthcare Assets Limited	*C70625*	*18/05/2015*	*Ram Tumuluri and Mark Pawley*	*Vitals Global Healthcare Limited 100%*	*4.20*
Vitals Global Healthcare Resources Limited	*C81862*	*24/07/2017*	*Ram Tumuluri*	*Vitals Global Healthcare Limited 100%*	*4.30*
Cannapharm Technologies Malta Limited	*C87320*	*13/07/2018*	*Denis Orlov*	*1163560 B.C. (Canada) - 100%*	*3.80*

Other companies

67. *Mr Spiteri also formed and administered several other companies at the request of Shaukat Ali and his family that were not associated with the Maltese Healthcare Concession. A list of these can be provided but none are relevant other than they indicate Shaukat Ali and the wider Ali family to have been operating in a variety of sectors and largely unsuccessfully.*

Conclusion

68. *In our opinion Mr Spiteri has actively assisted Shaukat Ali and his family and associates to obtain residency in Malta and incorporate business activity in Malta, since the early 2010's. He has continued to engage with the family in their business activities including matters related to the Maltese Healthcare Concession even after they exited Malta and failed to uphold their obligations as company officials for their own companies.*

69. *In our opinion Mr Spiteri has tried to minimise his activities and knowledge of the actions of Shaukat Ali in relation to the companies participating in the health concession. We consider his evidence to the magistrate was less than direct and honest.*

70. *In our opinion the audit of VGHM and subsidiary VGH Group companies was deliberately undermined by Mr Spiteri's acceptance of a bonus to ensure the successful completion for the audits of the VGH group of companies and indicate him to be unprofessional and unethical.*

71. *However more importantly, for the reasons already set out we consider Mr Spiteri was also fulfilling the role of a professional money launderer for the Ali family and by extension, for the Maltese Healthcare Concession.*

David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M) - Appendix 10.20:

1. *Dr David Meli ("Dr Meli") is of interest to the inquiry due to his deep involvement with several of the contracts and transactions relevant to the Concession and its key consultants and suppliers. He was also an officer of several companies that are connected to the matters under investigation. Those connections include:*

a. *From 19 February 2018 Dr Meli was a Director of Pharmaline and in March 2018 the legal representative and administrator of accounts for Pharmaline (appendix 9.01)*

b. *On 2 March 2018 he was appointed systems administrator of Vitals Global Healthcare Management (VGHM)*

c. *From March 2018 he was appointed company secretary of VGH Assets Limited (VGHA) and VGHM*

d. *He sat on the board of Mtrace, along with Armin Ernst, as a non-executive Director of Services*

e. *He was also given certain executive powers within Steward International Healthcare Limited ("Steward") by virtue of a Power of Attorney.*

f. *He was also involved in an unspecified capacity with Technoline/Gateway and Accutor AG*

2. *Of significance is Dr Meli's long standing relationship with the Ali family which predated the Concession. This included incorporating companies for Asad Ali, including Strategic Management Investment Ltd a BVI registered company which would later be known as Planetcore Malta Limited and acting as company secretary for same. The business relationship between Meli and Asad Ali also included the latter acting as a consultant (under the corporate identity of Eurasia) for applications made under the IIP visa scheme.*

3. *It is also of significance that Dr Meli was appointed as Legal Director of VGH (as indicated in the VGHM telephone contact list of July 2016 (as amended February and July 2017) [2040] and subsequently of Stewards where he had oversight and insight into the contracts, agreements and other measures by which company funds from the concession were paid as consultancy fees to members of the Ali family.*

4. *In the period 2016 – 2020 we have identified total payments made to Dr Meli out of the main concession bank accounts of c.€743k - he received c. €528k out of the VGHM bank account, BOV A/c No: 40023647549 and c.*

2040 [Page2, Vitals Contact Numbers.docx]

€215k out of the Bluestone EURO bank A/c no: 40023647510 in salary and other payments.

Payments from VGH		***€***
Salary	*10k x 12*	*120,000*
Retainer	*8.85k x 15*	*132,750*
Repayment of funds	*60,000*	*60,000*
Transfer of Rattehalli funds	*100,000*	*100,000*
Full Settlement – Mtrace tax	*61,060*	*61,060*
Consultancy Fees	*17.7k x 2*	*35,400*
Rent	*14 x 1.4k*	*19,600*
	Total	***528,810***

Payments from Bluestone		***€***
Legal Invoice	*7,500*	*7,500*
Repayment	*26,000*	*26,000*
Personal Loan	*150,000*	*150,000*
Rent	*1.4k x 23*	*32,200*
	Total	***215,700***

5. *Dr Meli's association with the Concession straddled the involvement of both VGH and Stewards. He had a high level overview of legal and some financial matters and appeared to provide advice to the Directors and Managers within the operating sector.*

6. *Dr Meli was also an administrator of the Vitals Global Healthcare Ltd internet banking facility along with Armin Ernst, [2041] which again would have provided him with a clear picture of the income and outgoings of the company including the rationale for payments.*

7. *Since Dr Meli's role placed him in a position of authority and oversight of financial transactions it is our opinion he would have had knowledge of the financial arrangements during both the VGH and Stewards involvement with the concession. He would also have had some insight into fund flows that were directed to entities and individuals particularly those relating to Shaukat Ali, Asad Ali, Wajid Ali and other members of the Ali Family. This would include consultancy payments, procurement contracts and other agreements which worked to the detriment of the Concessionaire's finances and were drawn from the Concession funding provided by GoM.*

2041 [Re: Bank Statement A/C 40023647536]

8. *When Dr Meli was employed by MTrace he was party to the "Promise of Sale Agreement" between Steward and IM-Tech Trade SA for the EUR 15,500,000 purchase of the Cyclotron lab. This was aborted after the seller discovered negative news concerning MTrace that included its presence in the Panama Papers. In this regard, given Dr Meli's position in relevant companies that received funds from GoM via the Hospitals concession it is our opinion that Dr Meli knew the source of the funds which had been used to purchase MTrace in 2017.*

9. *One of his specific roles in the context of this Inquiry was in drawing up contracts, agreements and other fiduciary matters affecting entities and individuals that were connected with the Concession. Entities that benefited from his legal services included Eurasia, Strategic Management Investment Ltd / Planetcore Malta Ltd, Accutor AG and Malta Healthcare Catering Limited/James Caterers Limited.*

10. *It would also appear that Dr Meli was involved in attending meetings during the early stages of pre-contract negotiations. This included his attendance at a meeting on behalf of VGH with representatives of Zenith Services Group SRL who subsequently secured a contract with VGH to supply cleaning services to GGH and KGRH. [2042]*

11. *Not only did he draw up such agreements but he also had oversight of matters which we believe are of a more nefarious nature. These included being party to the engagement letters in which Christopher Spiteri (see appendix 10.10) was to act as Auditor for the VGH/Stewards company accounts. [2043] As we believe Dr Meli was aware of the meeting at Mr Spiteri's office on 6 March 2018, attended by Dr Armin Ernst and Saba Abbas, [2044] it is our opinion that he was party to the deal struck with Spiteri to produce an affirmative audit which did not detail the parlous financial state of VGH and the diversion of concession funds to the Ali family and others. We are also of the opinion that Dr Meli was fully conversant with the overpricing / bonus Spiteri sought to charge for completing the audit and the revisions to this fee that were contained in emails he was copied into of 12 March 2018 [2045] and 20 March 2018. [2046] It was also Dr Meli who confirmed the validity of the Engagement letters that awarded Mr Spiteri his position [2047]*

12. *Dr Meli was also responsible for assisting Asad Ali applying for a Maltese passport for Ralph De La Torre 'RDLT', the head of Stewards. This was*

2042 [Zenith Letter to Mr Yasar Zafar.pdf]

2043 [img – 312174038.pdf]

2044 [Page 116 – BATCH CS74 STEWARD M LTD 08200000222022031908373G.pdf]

2045 [message body - Fwd: Engagement letters – VGH Group Audits]

2046 [Page 112 – BATCH CS74 STEWARD M LTD 08200000222022031908373G.pdf]

2047 [Page 114 – BATCH CS74 STEWARD M LTD 08200000222022031908373G.pdf]

fast-tracked through the Office of the Prime Minister (OPM) and handled directly by Kenneth Azzopardi (Keith Schembri's PA) and Charlene Bianco. [2048]

13. *Dr Meli had, in our opinion, a unique insight into the various contractual and financial matters affecting parties which availed themselves of the lucrative hospital concession award. His association with many of the key individuals in these matters, including Ivan Vassallo, Mario Gatt, Asad Ali, Shaukat Ali, Saba Abbas, Alessandra Pace, Deborah Chappell and Armin Ernst amongst others, also gave him insight into the Concession process and the involvement of those benefiting from that process.*

Dr Meli's background

14. *Dr Meli is a lawyer and advocate who was a Partner at the firm, Michael Kyprianou Advocates & Legal Consultants. The company offered Tax, Immigration, and business consultancy services. The company was a Cypriot owned entity with its main office located in Cyprus. Dr Meli managed the Malta operations as executive director. [2049]*

Dr Meli's connections to parties of interest pre-concession

15. *Dr Meli was a business associate of the Ali family prior to the development of the Concession.*

16. *On 15 April 2014 Dr Meli drafted a Letter of engagement for Shaukat Ali wherein he, Shaukat Ali, would supply assistance and consultation for an un-named person in setting up a commercial bank in Malta. Part of the assistance offered was "Liaising and attending meetings with the GOM on behalf of the client". [2050] The initial connection may have come about through Michael Kyprianou Advocates role in being immigration advisors and coincides with Shaukat Ali's obtaining of Maltese residency in August 2014.*

17. *Dr Meli also undertook work for and on behalf of Asad Ali and his company Eurasia which included submitting invoices for payment to Incorp SARL for unspecified services valued at €19,800. [2051]*

18. *In 2017 Dr Meli appears to have been co-opted by Ivan Vassallo into providing cover regarding the 2015 situation at Technoline wherein Anthony Guillaumier (one of the shareholders of Technoline) sought to extract himself from the business and sell his shares. It seems Ivan Vassallo trusted Dr Meli sufficiently to confirm his involvement in the matter when, in an email dated 28 December 2017, written to Asad Ali,*

2048 [message.body - Re: [External] Passport RGLT]

2049 [Dr[1]. David Meli CV.docx]

2050 [Letter of engagement.docx]

2051 [Page 29 – BATCH CSB EURASIA BOX DB1000000011202203141305S0.pdf]

Ivan Vassallo wrote. [2052] "Mr Ivan Vassallo unable to increase the loan secured for the purchase of half the shares in Technoline accepted an offer by Mr Ram Tumuluri on behalf of VGH to finance the share purchase through subscribing to a note for the value of €5,040,000.00 which was the negotiated share purchase price plus stamp duties"

19. *In June 2016 Dr Meli was contacted by Jonathan Vella from Christopher Spiteri's office asking about documents which he had prepared and passed to Asad Ali in relation to Eurasia Services Ltd. [2053] In response Dr Meli indicated that he had passed a Form U to Asad Ali but had not filed any forms himself. (the Form U is a claim for extension of the period allowed for laying accounts by a company)*

20. *On 11 January 2017 Dr Meli signed, as the representative of Sohum Wellness Group, an engagement letter for audit services between Nexia BT and Sohum. Sohum would subsequently be identified as a sister company of Planetcore Malta Limited. Planetcore was owned by Asad Ali.*

21. *It would appear that Dr Meli was a Director of Sohum but was subsequently removed from this post. This seems to have been initiated by Karl Cini of Nexia BT who discussed the matter in an email with Luke Cann, also of NexiaBT on 03 April 2017 wherein Cini states "I had agreed with Deepak that they were going to remove David and take over directorships themselves. If at all possible I would have the Melis outside the picture. Keep in mind that these people tried to bad mouth us with conference organisers in Dubai to try to take our place at a family office conference of which we were exclusive sponsors" [2054]*

22. *It is our belief that the family mentioned therein was the Ali Family.*

Dr Meli's connections to VGH

23. *On 30 August 2015, just after the Concession was awarded, Dr Meli entered into a contract of engagement with Bluestone Investments Malta Limited to act as the in-house legal counsel and advisor to the Company. Dr Meli would be answerable to the CEO and/or the board of Directors of the Company. The remuneration for the role was to be at a rate of €10,000 per month. [2055] It is notable that at this time Dr Meli was also the Ali family solicitor.*

24. *On 25 February 2016 Dr Meli introduced a company called the Altus Group to Ram Tumuluri as a potential investor in VGH. In a letter dated 25 February 2016, Dr Meli informed Tumuluri that there had been discussions held in Malta and Dubai with his client Altus Group who were working on various real estate development projects in Malta and were*

2052 [2982.emls]

2053 [message.body - Re: Eurasia Services Ltd]

2054 [message.body - Re: Sohum Group – Nexia BT]

2055 [Page 247 – 250, BATCH 58 CC14 BLUESTONE IM 20150001303022033085532.pdf]

interested in investing in VGH up to an amount of €30,000,000. This would include an initial amount of €6,000,000 that would be made available within the ensuing few weeks.

25. *The discussions regarding Altus Group's investment included Dr Meli's understanding that out of the initial investment of $4,100,000 was to be paid to a "Mr Gupta" as part of a settlement offer. The rest of the funds were to be used to complete certain financial formalities with Allianz and for working capital. Dr Meli attached a full company profile and financial capability report completed by EY. Altus Group had agreed to place the €6 million in escrow subject to VGH finalising the paperwork with Mr Gupta on the final settlement. [2056] The letter was unsigned but indicated it was written by Dr Meli. Though the information cannot be fully confirmed the metadata of the letter suggests it was created by Ram Tumuluri on 26 February 2016 suggesting that the document was created to legitimise an injection of funds from a source that wished to remain anonymous. However, an analysis of financial matters concerning VGH would suggest that this deal did not complete and no funds were advanced. A pdf version of the letter signed by Dr Meli has been located in deleted data. [2057]*

26. *In March 2017 we believe Dr Meli would have been aware of the Tri-partite agreement entered into by VGH with Incorp Sarl and Zenith Services Group and Zenith Malta Division (see appendix 2.30) in which the latter provided cleaning services to the Concession. [2058] Interestingly, though it cannot be shown that he constructed the Zenith document, he did draft a very similar Tri-partite agreement between VGH and Incorp and Malta Healthcare Catering Services Limited which provided catering to the hospitals (see appendix 2.50). In both instances Incorp, a Tunisian company owned by Asad Ali but fronted by an associate called Yasar Zafar Yasin, was interposed between the contractor and the client for little or no business rationale other than to avail of what appears to have been a contract skimming fraud other examples of which are set out in appendix 2.200. In both instances Dr Meli knew of the contractual details but seemingly did not question the rationale.*

27. *In August 2017 Dr Meli became aware of Armin Ernst's letter of resignation which set out in detail the deficiencies and problems he was facing in his role in VGH. [2059]*

28. *On 16 February 2018 Dr Elaine Bridge resigned from her role as Chief Executive Officer of Malta Operations at VGHM. Her resignation document was supplied as supporting evidence to the Malta court by*

2056 [Letter of Investment- Ram Tumuluri.docx]

2057 [Letter of Investment.pdf]

2058 [Zenith Agreements.pdf]

2059 [Vitals Global Healthcare – Notice of Good & Sufficient Cause.pdf]

Muscat Mizzi Advocates. In the letter Dr Bridge advised that she had been employed at VGH since 10 November 2017 (Elaine Bridge's contract of employment (signed) states the effective date of the contract is 1 November 2017 [2060] and that she resigned when the company changed management and was acquired by Steward Health Care International Ltd in 2018. Dr Bridge claimed that the company was in breach of her contract and as a result she was owed €1,122,885 which includes her wages (€500,000 per 2-year contract) bonuses, expenses and compensation. Dr Meli represented VGH who contested her claim on behalf of VGH/Steward. It would appear that the services of Dr Bridge were no longer required by Steward post takeover.

29. *In March 2018 during the period immediately after the takeover of the Hospitals concession by Stewards, Dr Meli was appointed company secretary of both VGH Assets Limited and VGH Management Ltd.*

David Meli's role in the takeover by Steward Healthcare

30. *In the period leading up to the takeover of the Concession by Steward there was clearly an early decision taken that Dr Meli should continue in his role as legal officer for the new concessionaire. Whilst this may have reflected his knowledge of the Concession and how it was obtained it may also have reflected the fact that the Ali family trusted him. As Dr Meli's clients the Ali family were a common factor in both the Concession under VGH and then Steward. He was also integral to the construction of an organisational structure which would mark the new management of the Concession.*

31. *On 16 November 2017 a Consultancy Agreement was signed by the representatives of STE Health Co (appendix 3.41) and Steward Healthcare International Limited (appendix 4.40) [2061] STE is based in Tunisia and is referred to throughout the agreement as the Consultant. Within the agreement the Consultant "agrees to make available the individuals to Steward (or any associated company) to provide consultancy services. The individuals will report to the person designated in writing by Steward for this purpose from time to time currently Mr Armin Ernst". The individuals referred to therein are identified as Asad and Shaukat Ali. Whilst the agreement does not specifically reference the Maltese Hospitals it is clear from the global reach of the contract that they would be part of the consultancy remit. The relevance of this agreement is that Asad and Shaukat are being set up in a consultancy role for Stewards even before the transfer to Stewards. In 2021 Dr Meli sent a draft unsigned version of the agreement to a colleague a Michael Kyprianou Advocates. It is believed that Dr Meli may have created this document. [2062]*

2060 [RE FOR PRINTING .MSG–Employment Contract E Bridge signed 261017.pdf]

2061 [Consultancy Agreement – Steward Health (16.11.17).docx]

2062 [message.body - Consultancy Agreements]

32. *In the lead up to the Stewards takeover, Armin Ernst emailed Keith Schembri advising him that "I have also cc'd David Meli. As discussed, he will be our representative with VGH and I also interface with you and GoM frequently". [2063] On 26 December 2017 Keith Schembri responded to Armin Ernst stating, "Sounds good Armin and great to hear that you have chosen David to be your rep in Malta".*

33. *On 04 January 2018 Ram Tumuluri emailed Armin Ernst, Dr Meli, Deborah Chappell and Mark Pawley [2064] (and copied Keith Schembri in who forwarded it onto Asad Ali) saying:*

> *"Dear Armin Hope all's well. We are making arrangements for your teams visit, and looking forward to seeing if we can get this deal over the line by the target completion date. David just advised us that on the Opex, Steward's position is that unless we sign your 'on-demand' loan note there is no more Opex funding. We had sent you the "critical payments list" on 22nd Dec, per out agreement signed the previous day. Many of the vendors are not getting extremely concerned, and stoppages will no doubt have an impact on the hospital delivery and on the project as a whole. As you are aware there was no provision for a loan note in the agreement, but we understand your position viz having some paperwork. You will also appreciate that with ongoing negotiations, we simply cannot and will not sign anything "on-demand". Makes no sense. We had suggested a maturity date of March 31st. We all need to be reasonable and work together..."*
>
> *The relevance of this is that, whilst Ram Tumuluri knew he was being ousted in the proposed takeover, machinations were happening in the background in which it is reasonable to assume involved Dr Meli whereby he entered into assisting in the control of the Concession. For example, it is clear that Dr Meli played a key role in managing cash flow and determining priority of payments in the period immediately preceding the handover of the Concession to Steward.*

34. *On 11 January 2018 Dr Meli emailed Keith Schembri a spreadsheet showing the immediate payments that needed to be paid by KGRH to keep the hospital running. [2065] The payment list was substantially changed by Ram Tumuluri from the initial list drawn up by KGRH staff. Subsequently and in consultation with Armin Ernst, a revised list of creditors was determined and payments made.*

35. *Over the ensuing period Dr Meli directed requests to pay creditors and other costs owed by VGH to Keith Schembri one of which related to the payment for employee apartments. This particularly lacked transparency*

2063 [828072.emlx]

2064 [807250.partial.emlx]

2065 [807015.partial.emlx]

since Dr Meli was a landlord of one of the apartments leased to VGH namely Apartment 7 Victoria Apartments Sliema.

36. The situation regarding the takeover plans and payments to creditors and others seems to have been a source of concern for Ram Tumuluri and was potentially evidence of him increasingly being eased out of his position. His concerns, articulated in an email of 25 January 2018, detailed an allegation concerning a VGH employee who had been told not to make payments authorised by Ram. The person countermanding Ram's instructions was Dr Meli. In the email, that was written to Dr Meli, Armin Ernst and Hamid Yunis (Stewards solicitor) with Keith Schembri in copy, Ram Tumuluri stated:

"The company does not belong to Steward yet and you have no authority to threaten employees of VGH for the work that they are doing in order to facilitate the sale. We need to provide certain banking backup for closing and I need access to our own accounts. I have spoken to Armin on couple of urgent payments one to Shaporji and the other to Gulfmed...This type of behaviour is unacceptable when we are in the middle of closing a transaction". [2066]

In linked emails the VGH employee is identified as Sabih Jafri one of the finance officers of the company. Of import is the fact that Ram refers to Dr Meli as being "the representative of Steward in Malta" This was seemingly before Stewards were accepted as the company taking over the hospitals Concession and before Dr Meli had been formally contracted to work for Stewards in Malta.

37. In the linked email from Sabih Jafri, Dr Meli purportedly instructed Jafri to stay away from matters seemingly pertaining to the Stewards takeover. Further Jafri stated "They (seemingly Dr Meli) have some paperwork so if I connect with you (Ram) or anybody I will have to face legal action or something". More importantly Jafri stated that they had been told that they could not act without matters being signed off by GoM. [2067] It seems therefore that Dr Meli whilst technically employed by VGH (before the official name change to Stewards) was actively working to block Ram Tumuluri's activity within the company.

38. On 1 February 2018 a board resolution was drawn up appointing Dr Meli as the company secretary of VGH Assets Limited and in a separate but similar document he was also appointed company secretary of VGH Management Limited. In a draft document of that date, Ram Tumuluri and Mark Pawley resigned from the board of directors of the company and Armin Ernst and Michael Callum were appointed in their place. [2068]

2066 [806393.partial.eml]

2067 [Page 2, message.body - ** No Subject Line** Email dated 25 January 2018 from Sabih Jafri to Ram Tumuluri]

2068 [Page 1, 816(c). Board resolution – VGH Assets (3).DOCX]

The subsequent full document was emailed to representatives of DF Advocates and MWE by Deborah Chappell on 6 February 2018.

39. *On 8 February 2018 Dr Meli emailed the SPA management side letter which outlined the transfer of shareholding from VGH to Stewards to Joseph Rapa at the Ministry for Health. [2069]*

40. *On 9 February 2018 it is believed that Dr Meli drafted a "Turn key Contract Agreement" [2070] between VGH and Sirimed and its sub-contractors regarding the construction work at Barts Hospital (see appendix 2.60).*

41. *On 12 February 2018 Dr Meli arranged for documents pertaining to the takeover by Stewards to be delivered to Ivan Vassallo of Technoline. The pack of documents included new service agreements which Vassallo needed to sign.*

42. *Underlining Dr Meli's new position and authority in the company, on 28 February 2018 Armin Ernst wrote to Mark Lisher and stated "Mark – All and any communications with Ram needs to go through David Meli. No calls or information supply though any other channels please" [2071]*

43. *In the ensuing period Dr Meli was responsible for delivering the share transfer agreement to the Registrar of Companies and arranging that all relevant parties received copies of the paperwork. He was also in receipt of various documents detailing the change of ownership and paying relevant fees and taxes as required by the GoM.*

44. *It is our opinion that in this key period Dr Meli was at the very centre, and in effect controlling some aspects of VGH and the Concession pending the takeover of Stewards.*

Dr Meli and the post takeover phase

45. *By March 2018 Dr Meli had begun to deal with the legal aspect of the creditors who had become increasingly pressing in the wake of the takeover by Steward. One of the matters he dealt with was two unpaid invoices of €30,000 and €18,600 issued by the Building and Infrastructure Division of Bureau Veritas, located at Al Hudaiba Awards Building, Block C, 2nd Floor, Jumeirah Road, Dubai. [2072] The purpose and background of these payments related to verification of the information required by senior debt financiers, but it is of note that on 25 February 2016 Dr Meli's client account was used to pay Bureau Veritas €60,000 out of a sum that appeared to have previously been advanced to that account by Fakhra Ali.*

2069 [824. Malta - SPA Side Letter - 8 February 2018.DOCX

2070 [Steward_Sirimed – Turn key Agreement (Barts) [1].docx]

2071 [message.body - Re:MT2331-1114 and MT 2331-1023]

2072 [message.body - Re: DBA7.15.279 – Malta Hospitals – Pending Payments – (EURO 30,000 + EURO 18,600 – Kind Reminder]

46. *Dr Meli also dealt with unpaid invoices to Sirimed [2073] and unpaid sub-contractors brought onto the construction aspect of the concession by Shapoorji-Pallonji, all of which had threatened legal action because of the failure of VGH to meet its liabilities as they fell due.*

47. *He also became involved in advising legally on the resolution of the debts owed to certain of the original investors in the Concession, for example Shoaib Walajahi. He was the designated point of contact for Walajahi's lawyers as they sought recompense for their client. [2074] On 14 March 2018 he wrote to Walajahi seeking details of his claim against VGH & requesting copies of the Introducer Fee Agreement dated 6 March 2015 and the Private Agreement dated 19 June 2015. Walajahi is considered in greater detail at Appendix 5.25.*

48. *On 16 March 2018 Dr Meli became involved in seeking to assist Asad Ali in having an invoice paid to VGH by GOM amounting to €3.8million. This became a three-way conversation involving Keith Schembri, who Asad Ali engaged with, whilst Dr Meli emailed Edgar Borg and Joseph Rapa at GoM. At one point Dr Meli commented "sent them the invoice but they are being difficult". [2075]*

49. *After already acting for Steward group for some months, on 24 May 2018 a draft "Supply of Services Contract" was drawn up retrospectively between Dr Meli and Steward Malta Management Limited. Therein Dr Meli contracted to provide the Steward Group with "Legal and other advisory services as agreed from time to time". [2076]*

50. *On 13 April 2018 Dr Meli was contacted by Saba Abbas and asked to prepare company profiles for VGH Assets Ltd and VGH Management Ltd which included economic activity and group structures of both companies [2077] in order to comply with the tax authorities, request for the information.*

51. *In April 2018 Dr Meli was responsible for drafting the tripartite catering contract for GGH. It is believed that this is the contract, entered into by James Caterers Limited, which involved the imposition of Asad Ali's company, Incorp SARL, as procurement agents for Stewards. The lack of rationale for this is discussed in more detail in Appendix 2.50.*

52. *In June 2018 Dr Meli was made aware of the sale of MTrace and the role of Accutor as agents and consultants regarding the transaction and as the receivers of the sale funds. What is less certain is why Stewards needed*

2073 [message.body - Re: WM payment plan]

2074 [Shoaib Walajahi.pdf]

2075 [805006.emla]

2076 [David Meli – Services agreement short form.doc]

2077 [message.body - Request for the Company profile _ VAT Audit]

Accutor to handle the Sale Proceeds on their behalf. Dr Meli would have full knowledge of these matters given his close involvement with both Stewards and MTrace and the Ali family. [2078]

53. *We also suspect that Dr Meli drew up a Consultancy Agreement between Steward and Asad Ali. The contract indicated that Mr Ali will act as director of the company with a remuneration of €10,000 per month.*

54. *The extent of Dr Meli's hands on involvement with the detail of issues facing the Concessionaires is also clear in relation to the company accounts. Various data examined shows that in the period after the Steward takeover the financial situation became more obviously problematic and the need to submit accounts became of primary concern. In this period Dr Meli was involved in various email conversations between Ram Tumuluri, Saba Abbas and Deborah Chappell regarding the whereabouts of accounting material. This matter is considered in greater detail in Appendix 4.40 on Steward Malta Management Ltd. However, given Dr Meli's involvement with both concessionaires – Steward and VGH – it is clear that he would have been aware of both the problem and the solution employed to overcome it.*

55. *One of the key considerations is what level of knowledge Dr Meli had about the Ali family and in particular Shaukat Ali. On 19 September 2018 it is of interest to note that Dr Meli completed a letter entitled "To whom it may concern" setting out his knowledge and makeup of the Ali family. [2079] Why this was created remains unknown.*

56. *In October 2018 the presence of Ram Tumuluri continued to raise issues for Dr Meli when he began an action to recover €150K he allegedly lent to Dr Meli. Dr Meli rebutted the accusation by stating that the payment was for services rendered but that because VGH had no money, Ram gave him a loan. We found that, whilst it was supposed that Ram obtained this from his own funds it actually came from VGH. According to Dr Meli the loan was to be waived once VGH was in funds and could pay for his services. Ram and VGH denied all that and in the end, under the terms of an agreement, Dr Meli paid €100k into the Mount Everest General Trading account number 019100167724 – supposedly for Ram. It is not clear to us why the payment would go to the Ali family instead of to Ram. In return all agreements were terminated and it was agreed that no party would try to initiate further legal proceedings. Certainly, it would appear that Dr Meli used his knowledge of the financial affairs of Bluestone/VGH to his advantage. [2080]*

57. *On 1 March 2019 Dr Meli entered into a new incentive agreement with Steward which concerned the relationship with Technoline and the sale of*

2078 [Agreement for Services and Terms of Business.pdf]

2079 [FW: signed letter .msg]

2080 [Discharge and Compromise Agreement.docx]

shares in MTrace. It was agreed that Dr Meli would receive €50K once a new agreement between Technoline and Steward was signed and a further €200K once a sale purchase agreement was signed by Steward in relation to the sale of shares held by Stewards in the company MTrace. [2081]

58. *On 1 January 2019 Stewards entered into a "Termination and Engagement agreement" with Dr Meli. By this agreement Dr Meli and SML mutually terminated the earlier agreement that existed between Dr Meli and Bluestone Investments Malta Limited. Under the new arrangement Dr Meli was to receive a net monthly remuneration of €7,500. On 1 November 2020 Dr Meli and SML entered into an Addendum to the Termination and Engagement Agreement that acknowledged that Dr Meli's role was in the final stages of completion and accordingly his net monthly remuneration was reduced to €1,500. [2082] [2083]*

59. *In our opinion, what is increasingly obvious is that, after the takeover by Stewards, Dr Meli continued to act in a preferential way towards the Ali family. This relationship was mutually beneficial to both parties and had been in existence for some time. This is perhaps most starkly indicated from a note compiled by Chris Spiteri in the Bluestone Management accounts summary for the accounting period 2015. Beside a note referring to "Local Consultants" and a payment to Shaukat Ali of Eur 440,000 there is the comment "Please note agreement is with David Meli and Shaukat Ali" [2084]*

Dr Meli's connection to MTrace

60. *The involvement of MTrace and its involvement in this inquiry is set out at Appendix 2.80.*

61. *On 18 August 2018 a Letter of engagement was drawn up regarding the provision of legal & corporate services between MTrace PLC, represented by Dr Armin Ernst director and Michael Kyprianou & Co represented by the director Dr David Meli. The contract is for Michael Kyprianou & Co to provide corporate services to MTrace PLC and to also provide Directorship Services on a non-executive basis.*

62. *M Trace plc and Meli's involvement with that company is discussed in detail in Appendix 2.80.*

Dr Meli's involvement with Technoline/Gateway

2081 [Page 482, BATCH CSS8 STEWARD BOX DB80343062022031809050S.pdf]

2082 [David Meli – Termination and Engagement Agreement – March 1 2019 Signed.pdf]

2083 [Addendum to the Termination and Engagement Agreement – Steward LA_05112020.docx]

2084 [Pg 65, Batch 58 CC14 BLUESTONE IM 20150001202022032308553Z.PDF]

63. *On 7 March 2018 Dr Meli took over from Deborah Chappell as the Company secretary of Technoline.*

64. *On 19 September 2018 Dr Meli was the recipient of an email from Mario Gatt which contained attachments showing a proposed Novation Agreement between Gateway Solutions Ltd (appendix 2.00), Stewards, Ivan Vassallo and Accutor Consulting AG. The agreement outlined the proposed transfer of a convertible note held by Stewards and issued by Gateway on 14 February 2017 to Accutor.*

65. *In the attendant email Mario Gatt made some prescient observations about the risk of transferring the note and stated "the major concerns & considerations in a change of ownership would be two fold, Banks and suppliers. In respect of the latter, BOV is aware of it and any changes will mean they will need to see who is UBO and start a due diligence – the last time this happened we were bogged down for 6 months". He also stated: "In respect of suppliers the major issue would immediately arise the first time a major supplier due diligence is effected as they need to approve UBO changes". [2085]*

66. *In response to this email Dr Meli responded to Mario Gatt by saying:*

    "Novation of the note and a substitution of Steward with a Swiss counterpart – it is my understanding that this does not need to be disclosed to third parties as the intention is to leave everything as is. Any due diligence would be needed if and when the share option is exercised"

67. *Later in the email chain between Meli and Gatt, Gatt proposed a process which effectively avoided revealing the UBO's of Accutor specifically stating:*

    "BOV will therefore only need to be informed that the subscription note has been settled via a commercial loan" and "We think that this is the cleanest manner in which this situation may be resolved. The only actors involved will be those already involved and there will be no need to expand anyone else's knowledge of the situation"

    It seems suspicious that both Gatt and Dr Meli were concerned about enquiries being conducted regarding the UBO of Accutor and due diligence that might be undertaken should the transfer of the convertible note be effected. We believe that this may have been because of the connection of the Ali' family to Accutor and the negative media attention about both parties

68. *In an email dated 28 December 2017 providing the Subject as CGH-Technoline Narrative and Situation. Ivan Vassallo wrote to David Meli saying:*

2085 (179023.partial.cmlx)

"Dear Dr Meli, Thank you for your time this morning and your candour . As a discussed I am laying out the situation as follows: Technoline Ltd-Vitals Global Healthcare Association - Situation 28th December 2017. Aquisitions: In March 2015, Ivan Vassallo was called to a meeting with the then two shareholders of Technoline Ltd wherein he was informed by one of the shareholders, Mr Anthony Guillaumier of his wish to exit the business and sell his shares. At that time, Mr Ivan Vassallo had said he would then consider several options and probably tender his resignation since he may not have been willing to work for any eventual prospective shareholder. Mr Anthony Guillaumier had offered Mr Ivan Vassallo €250,000 to stay on until any acquisition of shares had been concluded and a determined period thereafter. The other shareholder, Mr Simon Cusens had at that time doubled the stay on fee and asked Mr Ivan Vassallo to consider staying in the company. Mr Ivan Vassallo had sometime later shown interest in Aquiring Mr Guillaumier's shares himself through a company owned by Mr Ivan Vassallo, Gateway Solutions Ltd. IV offered the stay on fee that he had been promised plus another €1,000,000which offer was refused. However negotiations started at that time which led to the following: Technoline was valued independently by Nexia at €6.6 million. The sum was reduced by the stay on fee to €5,850,000 making the Guillaumier's shares worth €2,925,000. This share price was further negotiated to €1,800,000 by virtue of the second shareholder withholding a waiver to transfer shares unless they were to Mr Ivan Vassallo. The second shareholder manoeuvred to sell his shares as well, however they would not go below €3,000,000 mark. Mr Ivan Vassallo unable to increase the loan secured for the purchase of half the shares in Technoline accepted an offer by Mr Ram Tumuluri on behalf of VGH to finance the share purchase through subscribing to a note for the value of €5,040,000 which was the negotiated share purchase price plus stamp duties. The acquisition was closed on the 7th April with all monies being transferred from Bluestone Investments Malta Ltd. The Subscription Note was subscribed to by Vitals Procurement Ltd of Jersey. [2086]

69. A fuller explanation about the role of Technoline in the concession can be found at Appendix 2.20.

Dr Meli's involvement in financial transactions connected to the Concession

Dr Meli's Client Account

70. As an adjunct to the fiduciary services Dr Meli offered to Shaukat Ali was a facility to make payments via a Client account he maintained at Bank of Valletta - BOV Account Number 40021593048. During the period 2015 –

2086 [36400.partial.emls]

2016 financial transactions were recorded on the account as noted below: [2087]

Date	Debit €	Credit €	Remitter/receiver	Narrative
06/10/2015		70,046	Ram Tumuluri	REF: 301-06/10/2015-9109-17180-1
07/10/2015	18,000		Bluestone	Timothy Elias - Bluestone office rent
08/10/2015	6,000		Bluestone	Timothy Elias - Bluestone office rent
08/10/2015	28,250		TR Auto Sales Ltd	Bluestone 50% Payment E Class Coupe
10/10/2015	3,000		R.Tumuluri	Cash Withdrawal
14/01/2016	50,000		Bluestone	Transfer of funds obo Bluestone
14/01/2016		179,904	Planetcore Malta	Ref:301-14/01/2016-9109-5282-1 []
15/01/2016	50,000		Bluestone	Transfer of funds obo Bluestone
18/01/2016	50,000		Bluestone	Transfer of funds obo Bluestone
01/02/2016		50,000	Planetcore Malta []	BOV collateral and issue fee
11/02/2016	20,000		Bluestone	Transfer of funds obo Bluestone
24/02/2016		100,000	Ms Fakhra Shaukat Ali []	Ref: 63-24/02/2016 – 3030-6-2
25/02/2016	60,040		VGH	Ref: 2-25/02/2016-2184-34-1 []
04/03/2016	30,000		Bluestone	Transfer to BS AC
24/03/2016	16,000		Bluestone	Nil
06/06/2016	19,926		Bluestone	Nil

71. *What was notable about the aforementioned transactions was the lack of detail addressed on the account statement as to the source of funds or the reason for payments. The fact that the transactions shown above occurred in the 10-month period during the early months of the VGH role in the Concession shows the involvement of Dr Meli in these proceedings. In the period preceding October 2015 and post June 2016 no other funds connected to the Ali's, Ram Tumuluri or any entities connected to the concession passed through the client account. He appears to have allowed the players to channel their money through his account.*

David Meli's remunerations connected to VGH/Steward

72. *On 30 August 2015 Dr Meli entered into an agreement with Bluestone Investments to act as in house legal counsel at a rate of €10k per month. [2088]*

2087 [Account statement – Dr Meli.xlsx]

2088 [Page 558-562, BATCH CS29 STEWARD MM BOX 085000044202203161257O9.pdf]

73. *It is of interest that a payment made to Dr Meli's client account on 6 October 2015 was used two days later as part purchase payment for the hire purchase of a Mercedes E Class which appears to have been allocated to Ram Tumuluri (see appendix 1.04). The purchase of vehicles was questioned by Chris Spiteri when he was conducting the year end audit for 2015. In an email directed to Saba Abbas and Sabih Jafri, Spiteri asked "For cars nos. FCH186 – Mr Shaukat Ali, JBW 2395 – Mr Wajid Shaukat Ali and Dr David Meli's Mercedes CLA - Can I have a hire purchase payment schedule as per the one attached to this email". [2089] If this references the car purchase shown in the above table it would seem to have been part paid for out of the credit paid by Ram Tumuluri on 6 October 2015. Chris Spiteri references these as car contracts and Hire Purchase agreements.*

74. *Invoices issued by Auto Sales Ltd "Kinds" Mosta Road Lija LJA 9012 between 2 December 2015 and 7 March 2016 reference a Mercedes CLA VRM FCH189. The invoices detail monthly payments of EUR 426.00 and are issued to Mr David Meli obo Bluestones Ltd Crossbow House 78 Cospiqua Road Poala. However, from 2 June 2016 the invoices are issued to Mr David Meli at Flat 4, 18 Triq Windor Sliema. [2090] We can see that these are paid from Bluestone's bank account each month (appendix 3.14).*

75. *In 2018 David Meli emailed Chris Spiteri to raise a number of matters concerning the vehicle. Meli stated "My personal contract – the wages and living expenses were never paid to me what was paid was my car bills of exchange by VGH, Bills of exchange for my car paid by VGH. The payment of the deposit which amounted to EUR 26,500 was paid from my company Dortin Ltd". [2091]*

76. *In 2021 Dr Meli was involved in an accident in the Mercedes vehicle registration mark FCH189. As this seems to be the same Mercedes purchased in 2015 and referenced in Chris Spiteri's email. It would appear Meli was provided the car in the period immediately before the concession bid and by March 2016 it had been transferred to him. He afterwards retained possession of the car until at least 2021. It maybe that this was a "sweetener" to bring him onboard or as an inducement as part of a larger benefit package.*

77. *Dortin was a BVI registered company that was seemingly owned by Dr Meli. It was incorporated on 2 December 2014 and dissolved on 3 May 2016 (presumably in the wake of the Panama Papers revelations). It maintained an e-banking facility at Mediterranean bank. Through the company Dr Meli raised invoices for both Eurasia and for VGH. Dortin also raised an invoice for €120,000 to VGH, for unspecified "services in*

2089 [message.body - FW: Bluestone Investments Malta Limited audited accounts 31.12.15]

2090 [[1]_RENAMEDFILE_FW VGH-1.MSG - - Scanned from a Xerox Multifunction Device.pdf]

2091 [message.body - VGH.msg]

Dubai". [2092] We did not identify the nature of the services carried out in Dubai.

78. *The involvement of Dortin Limited and the invoices and payments allegedly connected to it are suspicious and suggest that it was merely an instrument to extract further monies from VGH (and by extension the GOM concession funds).*

79. *Additionally on 1 December 2015 Dr Meli entered into an agreement with VGH to lease a property at Apartment No 7 Victoria Flats Silema to VGH at a cost of €1,400 per month. [2093] From enquiries made this seems a particularly generous rental payment being paid by VGH for a property owned by its in house legal officer. (NB a rough check shows that properties of this kind in Sliema at that time were being let at about Eur 700 – 800 per month and even upper value properties are as of 2023 being rented for Eur 1400).*

80. *In 2018 Saba Abbas produced a spreadsheet detailing the VGH Directors wages for the preceding period. Therein it is stated that Dr Meli had received €90,000. [2094] Though no particular rationale has been established, Saba Abass named the spreadsheet as "Directors Salaries 2018" which seems incorrect since this was not a position that Dr Meli performed at the company.*

81. *In the period 2016 – 2019 total payments made to Dr Meli were €712,123. [2095]*

82. *In subsequent accountancy documents [2096] prepared by Chris Spiteri it is shown in a Termination and Engagement Agreement, which replaced the previous agreement between Stewards and Dr Meli in which Dr Meli was receiving €7,500 per month, that :-*

a. *Dr Meli would receive a €140,000 redundancy package for the period Feb 18 and Feb 19.*

b. *There was €250,000 still due to Dr Meli from the first agreement which would be payable on the completion of Stewards takeover of Technoline (€50,000) and sale of MTrace (€200,000).*

83. *On 09 March 2021 Michael Kyprianou solicitors raised an invoice to Stewards for "Payment due in virtue of addendum to termination and engagement agreement signed 1st Nov 2020". The sum charged was Eur*

2092 [0801 2016 – VITALS (1).docx]

2093 [2nd Lease Agreement - Victoria Flats - COUNTERSIGNED.pdf]

2094 [Director salaries 2018.xlsx]

2095 [Re: Payments to David Meli and Payments made to David Meli.xlsx]

2096 [Page 57-64, BATCH 63A SPITERI DOK CC25A0343842022032313033B.pdf]

250,000.00 + VAT @ Eur 45,000. The sum was to be paid to Dr Meli at BoV A/C no. 40020873552. [2097]

84.On 9 August 2018 Dr Meli created an invoice for and on behalf of MTrace which was directed to a Swiss company called International Medi-Tech Trade SA. The Invoice was for "Part payment of equipment by you purchased from MTrace PLC" . The payee details were Accutor Consulting AG and required payment to be made to a Swiss UBS bank account. The invoice was in the sum of GBP 220k. [2098]

David Meli's connection to GoM

85.It is of interest that a letter addressed to the Honourable Prime Minister (of Malta) from a Saudi Arabian company, Alfanar, was found in the Meli data. Open Source research suggests that Alfanar is funded by the Saudi Royal family and is now a major partner of Steward International in projects in UAE. The letter relates to a proposal for Alfanar to provide waste management and energy from waste projects in Malta. The signatories to the letter were Wasim Al Malouhi (General Manager) and Mohammed Irfan (Business development Manager). [2099]

86.Further Dr Meli was also in possession of a letter from the then Minister for Tourism, Dr Konrad Mizzi to Sri Ram Tumuluri of VGH agreeing to an extension of the period by which the share transfer from VGH to Steward might take place. The letter extends the date for transfer from 27 December 2017 to 05 March 2018. [2100]

Dr Meli's involvement in Pharmaline

87.Ivan Vassallo (appendix 1.12) of Technoline (appendix 2.20) became the sole shareholder in the Maltese company Pharmaline Ltd (Pharmaline) in March 2017. As a subsidiary of Technoline the company's main purpose was sourcing pharmaceuticals and medical equipment and supplying them to the Health Concession Hospitals.

88.As a subsidiary of Technoline Limited, Pharmaline would, in our opinion, fall under the concealed ownership category of companies which Ivan Vassallo fronted on behalf of his associates.

89.Pharmaline was licenced to store and distribute pharmaceuticals in Malta, which it did via a third party, and was contracted by Steward to perform this role during the course of the Health Concession. We have found no similar agreement between Pharmaline and VGH but we have found that Technoline was contracted by VGH to this role.

2097 [MKA-PRF-0121 – Steward Malta Management Ltd.pdf]

2098 [Invoice MTR4815 – MTRACE.docx]

2099 [Letter to Malta PM.pdf]

2100 [LT GOM – VGH extension of finance documents deadline, 291217.pdf]

90. *Ivan Vassallo, Simon Mark Cusens, Mario Gatt (appendix 1.160), Dr David Meli (appendix 10.20) & Dr Deborah Chappell (appendix 10.30) all held Directorships or held other positions recognised as company officers at various stages in the company's history.*

91. *Shortly after the Steward's takeover of VGH, Dr Chappell resigned from Pharmaline on 7 March 2018 to be replaced by Dr Meli as Director and Legal representative. [2101]*

92. *On 26 May 2020 Dr Meli emailed Mario Gatt to advise him that his "office will be audited by the FIAU on 12th June and we need to update our files in order to avoid getting a fine". [2102] Thereafter Dr Meli requested various documents and information that was required to complete KYC checks on Pharmaline. What is strange is that Dr Meli had not sought this information when he initially became a Director and Legal representative of the Company. Mario Gatt, in response to Dr Meli's request for information stated "As info there are not Audited statements for Pharmaline – we have released the pharma licence and intend to liquidate or merge it". Both question and response suggest an element of concern in light of the impending FIAU audit. It is our opinion that Dr Meli was aware of Pharmaline's true purpose and sought to retrospectively protect himself from scrutiny from the FIAU.*

Deborah Anne Chappell, detentriċi tal-Karta ta' l-Identità bin-Numru 485086(M) - Appendix 10.30:

1. *Dr. Deborah Anne Chappell (Dr. Chappell), (LL.B., M.Sc. (Lond.) LL.D (Melit.) is a qualified solicitor [2103] and in 2014 held a legal position of Associate at Deguara Farrugia Advocates (DF Advocates). [2104] Dr. Chappell was personally involved from an early stage in the Health Concession process and was active in drafting agreements and the Bluestone Investment Limited/VGH Limited (VGH) response to the Request for Proposals (RfP) bid to the Health Concession.*

2. *Dr. Chappell was engaged by VGH as Chief Legal Advisor and was party to negotiations on the SPA between Bluestone/VGH and Steward, discussed below.*

3. *The role of DF Advocates and it's senior Partners, Dr. Kevin Deguara and Dr. Jean Farrugia, are identified in appendices DF Advocates 10.50 and Dr. Deguara 10.40.*

2101 [Page 25, IAN 23 - 65 DOK MBR9 PHARMALINE00005120230126122026.pdf]

2102 [RE: KYC.msg]

2103 [102084.emlx]

2104 [Page 1, Dr. Chappell Testimony 04/10/2021.docx – One Drive]

4. *In her sworn testimony (in English) to the Inquiring Magistrate on 04 October 2021, Dr. Chappell stated that she attended a meeting in late 2014 at Ganado Advocates, with her boss Dr. Deguara, to discuss "a possible concession". [2105] This was prior to the RfP on the concession being released in 2015. Ganado Advocates were assisting the Government of Malta (GoM) to come up with a solution on how to structure the healthcare concession agreement. At the same time DF Advocates were representing the shareholders of the company which had signed the 2014 Memorandum of Understanding (MOU) with GoM in relation to Gozo General Hospital and VGH, which subsequently became the preferred bidder in the full health concession agreement. [2106]*

5. *Dr. Chappell presented the VGH application for the healthcare concession to the Health Concession Evaluation Committee and, following the successful application by VGH, negotiated the concession agreements with GoM. Although in her testimony Dr. Chappell describes this as merely delivery of the VGH submission to Projects Malta Limited and the Evaluation Committee on 19 May 2015. Dr. Chappell stated any technical input was supplied by Price Waterhouse Coopers (PwC). [2107]*

6. *In a draft report on the minutes of the opening of the concession bids, to be signed by Dr. Marco Burlo and Dr. Mark Anthony Debono (Burlo' Fleri-Soler & Associates), reports that ".....the First Bid Submission was made by an individual who identified herself as Deborah Chappell, who claimed to appear on behalf of Vitals Global Healthcare Ltd/Bluestone Investments....". There is no mention in this report of a representative of PwC being present. [2108]*

7. *Dr. Chappell had direct dealings with Sri Ram Tumuluri and was in contact with Keith Schembri, Shaukat Ali Chaudhry (Shaukat Ali), Asad Shaukat Ali (Asad Ali), Ivan Vassallo, Mohammad Shoaib Walajahi and others with a controlling interest in Bluestone Investment Malta Limited (Bluestone), VGH, Pivot Holdings Limited, Gateway Solutions Limited (Gateway), Technoline Limited (Technoline), Pharmaline Limited (Pharmaline) and Stewards Healthcare International Limited (Stewards). We will discuss this below.*

8. *Sri Ram Tumuluri was fully aware that DF Advocates and Dr. Deguara had a direct line to GoM and Keith Schembri at OPM. This is evident from an email of 30 April 2015 from Kevin Deguara to Sri Ram Tumuluri and Deborah Chappell sent at 1.44pm asking to move a*

2105 [Page 14, Dr. Chappell Testimony 04/10/2021.docx – One Drive]

2106 [Pages 14/15, Dr. Chappell Testimony 04/10/2021.docx – One Drive]

2107 [Page 17, Dr. Chappell Testimony 04/10/2021.docx – One Drive]

2108 [Page 3, FW PML 04 2015 – Opening of Bid Submissions – Minutes.msg]

meeting involving all of them to 5pm as Deguara "is still at OPM and don't think will be ready by 3pm". [2109]

9. *On 02 July 2015 Dr. Chappell emailed Sri Ram Tumuluri. "Dear Ram ... Part 1 of the agreement envisages the share transfer of all the shares in Bluestone Malta from Bluestone BVI to Portpool to take place upon the conclusion of the Funding as set out in the Joint Venture Agreement dated 26th May 2015 (UK Agreement). Part 2 of the Agreement envisages that in the event that Vitals is granted the Services' Concession and following completion of all the Funding, Portpool shall undertake to offer shares in an amount equal to five per cent (5%) of the shares in Bluestone Malta on the day of the entry into, and execution of, the final agreement relating to the Services' Concession. As indicated above and as per your instructions the offer of shares will be equivalent to 5% of the shares in Bluestone Malta. However, in terms of the Joint Venture Agreement, Pawley is entitled to 6.67% of the shares in Bluestone Malta, which in light of Shaukat's 25% in Vitals, is equivalent to 5% in Vitals. Kindly let us know if you wish to amend this figure". [2110]*

10. *In her testimony Dr. Chappell confirms that she had direct dealings and took instructions from Sri Ram Tumuluri [2111] although on 10 December 2014, an Engagement Letter [2112] was drawn up between DF Advocates and Crossrange Holdings Limited (Crossrange) entitled "Legal advice and assistance in connection with the development and operation of the Gozo General Hospital (GGH) (The Project)". The letter was addressed to the Directors of Crossrange, Mr Mark Pawley and Mr Mohammed Shoaib Walajahi and set out a quote for the provision of services for the specific phases of the project. For Phase 1 the quoted fees were €25,000 and provided for a period of engagement from the date of the letter to the 28 February 2015. For Phase Two, assuming a final agreement with Government was not signed, a monthly retainer of €3,000 was suggested which would be billed at a rate of 30 billable hours (plus €160/hr plus VAT) per week for the ongoing period.*

11. *Sri Ram Tumuluri was not an official in Crossrange but was a Director of Bluestone, a majority shareholder in Crossrange. This would suggest that Mr Pawley and Mr Mohammed Shoaib Walajahi had a backseat role. [2113]*

12. *We do not intend to identify every agreement and contract Dr. Chappell drafted at DF advocates or later in her capacity at Bluestone/VGH as they are many, but we have identified a selected few.*

2109 [message.body - RE: Services' Concession: Today's meeting.msg]

2110 [message.body - Pawley-Settlement: Pawley Agreement.msg]

2111 [Page 3, Dr. Chappell Testimony 04/10/2021.docx]

2112 [Pages 1-6, Engagement Letter_10122014.pdf]

2113 [Crossrange M&A.pdf]

13. *Whilst at DF Associates Dr. Chappell drafted the share transfer agreement between Mohammad Shoaib Walajahi, Asad Shaukat Ali, Shaukat Ali, Pivot Holdings and Sarwat Shoaib Walajahi on the 6 March 2015. This agreement enabled Mohammad Shoaib Walajahi to transfer his 600 shareholding in Pivot Holdings Limited. [2114]*

14. *On 9 March 2015, Mr Walajahi transferred his shares equally, 300 shares to Asad Ali [2115] and 300 shares to Shaukat Ali [2116]. This appears to have been connected to his removal from the consortium of players at that time (see Mohammad Shoaib Walajahi Appendix 5.25).*

DUE DILIGENCE CONDUCTED BY DF ADVOCATES

15. *On 16 December 2014, Charmaine Calleja, Compliance Officer for DF Corporate sent Dr. Deguara, Senior Partner at DF Advocate, an email with an attachment, DOC118.pdf. [2117] Searches had been conducted for all named shareholders within the Crossrange structure. DOC118.pdf contains a search of RDC, the Dun & Bradstreet due diligence database, on Chaudhry Shaukat Ali.*

16. *Two news articles were contained within the file:*

    - *3 October 2008 from The Nation (Pakistan) names a Chaudhry Shaukat Ali, ex- MNA and Chairman of District Council of Lahore, among other politicians who were acquitted of corruption by way of presidential pardon.*
    - *12 July 2009 from Plus New Pakistan names a Chaudhry Shaukat Ali as a beneficiary of a pardon application before the Supreme Court of Pakistan.*

17. *On 18 December 2014 further due diligence documentation on Shaukat Ali Chaudhry and Mohammad Shoaib Walajahi was requested from Chris Spiteri's office [2118]. Mr Spiteri was the accountant and auditor for the investor group of companies. Mr Spiteri had full knowledge of Shaukat Ali Chaudhry as he had been his client for over a decade [2119]. Mr Spiteri knew that Shaukat Ali Chaudhry had been actively involved in business in Libya and that Shaukat Ali Chaudhry and his second wife, Aasia Parveen Shaukat, had been a very close associate of Colonel*

2114 [Share Transfer Agreement_Shoaib_060315.doc]

2115 [Form T asad[1].doc]

2116 [Form T Shaukat.doc]

2117 [DOC188.pdf - (Charmaine Calleja - Kevin Deguara-Gozo Medical Complex (59076302).msg]

2118 [message.body - RE Gozo Medical Complex Crossrange Holdings Ltd-1.msg]

2119 [shaukatalifetter2014.docx]

Gaddafi, when Aasia Parveen was personal secretary [2120]. Mr Spiteri's role is set out in appendix 10.10.

18. *On 23 January 2015, Elena Roxana Nedelcu of DF Advocates conducted a search on the name, Shaukat Ali with associated countries, Malta and Pakistan, and with a date of birth of 19 March 1951. An alert on Shaukat Ali, Malta was returned however the document [2121] within does not make any specific reference to Malta. Further searches were conducted with nil return, albeit his name was misspelt as Chaudry.*

19. *On 12 March 2015, Dr. Deguara sent Ram Tumuluri an updated request for payment, [2122] and noted that following their meeting, DF Advocates fees had increased to €40,000 (from €25,000) for this stage, as the legal services had become more complex, noting the fast-track public procurement procedures and addition of St. Luke's Hospital.*

20. *On 20 March 2015, Elena Roxana Nedelcu emailed Dr. Deguara, with Edward Saliba and Dr. Chappell in copy, [2123] and stated that she had completed her research on Chaudhry Shaukat Ali, the only one from the group with suspicious results,*
"According to the RDC and Google searches his name appears in a huge bribery and political corruption scandal in Pakistan. Chaudhry is a high level PEP, a former official of the Lahore Zila Council and together with other officials was accused in 2002 by an accountability court of having caused a 1.43 billion Pakistan rupees loss to the Council."

21. *Elena Roxana Nedelcu further detailed that he benefitted from an amnesty in 2009 and it is not clear what happened after.*

22. *We understand that the name Shaukat Ali is not uncommon in Pakistan and that, as illustrated below, Chaudhry may have different spelling variations. However, it is unclear why it took three months to confirm the same result that had been forwarded by Charmaine Calleja on 16 December 2014; namely that Chaudhry Shaukat Ali was a PEP who had previously been involved in corruption scandals.*

23. *A Pakistani passport recovered for Chaudhry Shaukat Ali, passport number CC4196284, was issued on 31 October 2012 (father's given name Chaudhry Abdul Ghafoor) and his Maltese residency permit number MT0031719, issued on 8 August 2014. Both spell his name as CHAUDHRY SHAUKAT ALI. The copy of the residency permit is*

2120 (Page 5 paragraph 3, Spiteri Testimony - 18.05.2021.docx)

2121 (ROXANA NEDELCU - DEBORAH CHAPPELL-DUE DILIGENCE SHAUKAT ALI.MSG--RDC searches with alerts.pdf)

2122 (message.body - St Luke's Medical Complex Engagement - Fees.msg)

2123 (message.body - Elena-Roxana Nedelcu - Kevin Deguara-Gozo - St Luke's Medical Complex .msg)

certified by Mr Spiteri [2124] whereas documents held by the Malta Business Registry submitted by Mr Spiteri have the name CHAUDRY.

24. *The due diligence documents reveal that DF Associates were fully aware of Shaukat Ali's connection to serious financial and corruption issues in Pakistan and it follows that they must have known that he (and therefore Crossrange) would be unlikely to pass any proper due diligence carried out in relation to the pending RfP.*

25. *Dr. Chappell was party to drafting the health concession agreement for the redevelopment, maintenance and operation of St Luke's Hospital, Karin Grech Rehabilitation Hospital and Gozo General Hospital between GoM and three VGH companies. [2125]*

ACQUISITION OF TECHNOLINE LIMITED

26. *Dr. Chappell was actively involved in the acquisition of Technoline for the following reasons:*

- *Dr. Chappell dealt directly with Sri Ram Tumuluri and Ivan Vassallo.*
- *She was party to drafting the Technoline share purchase agreement (SPA) and Gateway's convertible loan agreement for €5,040.000.00. from VGH.*
- *Dr. Chappell was in correspondence with Stephanie Soler of Camilleri Preziosi in relation to the agreement by Gateway to loan Technoline €500,000.00.*
- *She assisted in removing VGH as the source of funds to GAE.*
- *Facilitated the use of DF Advocates escrow account to conceal the source of funds to the owners of Technoline in the SPA.*

27. *An email including Dr. Chappell of DF Advocates (acting on behalf of VGH), Stephanie Soler and Andrei Vella (Camilleri Preziosi acting on behalf of Gateway) and Mr Ivan Vassallo shows that legal assistance in relation to Gateway's convertible loan agreement was underway by 24 October 2016. [2126] Documents show that Dr. Chappell was drafting the convertible loan agreement by 03 November 2016 and sharing these drafts with Stephanie Soler [2127] along with the Pre-Note Subscription agreement. [2128]*

2124 [[1]_Renamedfile _Shaukat Ali Chaudhry.pdf]

2125 [Pages 1 to 10, Concession agreement _final_080116.docx]

2126 [8411.partial.emlx]

2127 [Gateway Convertible Note Issue Terms of Issue (CP redline) (20161103).docx]

2128 [Pages 1 to 3, Pre-Note Subscription agreement_031116.docx]

28. *On 26 October 2016 Sri Ram Tumuluri messages Mr Vassallo – "Debbie received amended spa that you will be signing. She will receive and get back to your lawyer today. We will sign by Friday" Mr Vassallo replied "Lovely". [2129]*

29. *On 28 October 2016 Mr Vassallo messages Sri Ram Tumuluri – "Hi Ram, Just spoke to Andrei. Since they are appearing for Allianz they may have a conflict of interest receiving monies from VGH they are suggesting that you deposit the monies with DF and that they will have an agreement between them. Do you have their IBAN number?". [2130]*

30. *The purchase of Technoline by Gateway via Vitals Procurement Limited, with the misuse of Health Concession funds is described in Appendix 6.15 VGH Jersey Companies. Dr. Chappell's knowledge and understanding on the source of funds used to complete the purchase and the source of funds held on deposit in DF Advocates escrow account needs to be questioned. Was she a party to concealing the source of the funds being paid away via DF Advocates escrow account?*

31. *We are not suggesting that Dr. Chappell had sight of the relevant financial records and bank accounts used to supply these funds but was there a requirement on the solicitors involved to question the source of funds as they would in even a simple conveyance transaction for property?*

32. *On 11 November 2016 Dr. Chappell confirmed that DF Advocates was in receipt of further funds on escrow (this being the €150,000 received from VGHM on 10 November 2016). Whilst Mr Vassallo was seemingly content that the first declaration of funds which referred to Bluestone, he was wary that the second declaration of funds would refer to VGH: [2131]*

    "Dear Deborah, I am only referring to the certificate of receipt of funds into escrow. May we have a certificate that does not mention VGH? The previous one for GAE cannot be used with the customer. As this would divulge the origin of funds."

33. *Dr. Chappell told Mr Vassallo she would check with her colleague, Dr. (Edward) Saliba and later on the same day she provided the declaration for €150,000 which, as requested by Mr Vassallo, did not refer to VGH as the source of funds. [2132] [2133] [2134] The declaration was signed by Dr. Saliba.*

2129 [Page 13290, Messages (2).pdf]

2130 [Page 13282, Messages (2).pdf]

2131 [7973.partial.emlx]

2132 [7914.partial.emlx]

2133 [54843.partial.emlx]

2134 [Declaration Receipt of Funds II.pdf]

34. *Dr. Chappell made no reference in her testimony to the convertible loan agreement or her involvement in the purchase of Technoline Limited. We haven't found any evidence that Dr. Chappell knew that Bluestone was using concession funds to make the purchase of Technoline. However, she would have had a money laundering requirement to identify the source of funds?*

35. *On 05 April 2017 there is a series of messages between Dr. Chappell and Mr Vassallo – Mr Vassallo sends Dr. Chappell a message "Debbie please see last email from Stephanie via me to you. Might unblock part of the problem and gain us a few days to get Banif online" Dr. Chappell replies "So is this instead of the indemnity?" Ivan Vassallo replies "Apparently. Best speak to Andrei or Stephanie. It's a good way out and Thomas is a very reasonable man unlike SIMON". Later, Dr. Chappell sends "I think pledge should be put in place as of Monday" Mr Vassallo replies ".. As long as Thomas can be kept in ignorance of the pledge and its significance I am ok. However any disclosure of VGH Technoline relationship prematurely will hurt is (us) commercially." Dr. Chappell replies "Agreed" "'We can still have it instituted though" "We can tackle when we do the house cleaning (as we call it)" Mr Vassallo replies "Perfect". [2135] What Dr. Chappell meant by "house cleaning" is unclear.*

36. *On 8 May 2017, Dr. Chappell sends Mr Vassallo a message "Quick question who is Pierre Sladden? Is he connected to Technoline?" followed by a website image, and then "There's a website called maltascandals.com" Mr Vassallo responds "He has absolutely nothing to do with Technoline. Or Gateway. He is an acquaintance of mine" Dr. Chappell replied, "Sure just wanted to give you a heads up (emoji)" Mr Vassallo replies 'Hmm. He had a BVI. Can't see any relationship to either Tech or VGH" [2136]*

POSITIONS HELD BY DR. CHAPPELL AFTER LEAVING DF ASSOCIATES

37. *Dr. Chappell confirmed in her testimony that she joined VGH in February 2017 as in house legal counsel, this was at the invitation of Sri Ram Tumuluri. [2137]*

38. *Dr. Chappell held the position as Chief Legal Advisor to VGH Group from February 2017 until February 2018, with a monthly remuneration of around €10,000. [2138]*

2135 (Page 12068, Messages (3).pdf)

2136 (Page 23-24, chat-431.txt)

2137 (Page 14, Dr. Chappell Testimony 04/10/2021.docx)

2138 (Tab RHBS, row 311, Master payroll Pivot (Steward Malta) 2016- Oct 2021.xlsx)

39. *Dr. Chappell held the post of Director and Legal Representative of Pharmaline until she resigned on 14 March 2018. [2139] And for a few months was Company Secretary of Technoline until she resigned by email to Ivan Vassallo and Mario Gatt on 19 February 2018. [2140]*

40. *In her sworn testimony Dr. Chappell states "With Technoline. So, when I joined Vitals Global Healthcare, the Director, Ram Tumuluri, had asked me to sit on the Board of Directors just to follow up on what the company (Technoline) was doing given that Vitals Global Healthcare had an interest in the company. [2141]*

41. *VGH records show that Dr. Chappell was part of a group including Sri Ram Tumuluri, Asad Ali, Ivan Poprocky, Shaukat Ali, Albert Fenech and Mehul Mehta who stayed in the Courtyard by Marriott Hotel in Sarajevo on dates between 21st to 26th May 2017. [2142]*

POTENTIAL FRAUD BY MTRACE PLC

42. *Appendix 2.80 on MTrace plc, identifies potential fraud.*

43. *On 14 September 2017, Dr. Chappell emailed Mario Gatt, Accountant at Technoline, setting out the mechanisms for how Technoline was to be invoiced by Comecer for the work it had carried out for MTrace plc. There was no commercial trading relationship between Technoline and MTrace plc or between Technoline and Comecer at that time. [2143]*

44. *On 15 September 2017, Mario Gatt queried Dr. Chappell how he was to describe the payment from Technoline to Comecer to the bank (BOV) as he was obviously concerned at what the bank would make of such a large payment to an Italian company which was not a supplier of Technoline. He stated : "there is little detail – "advance on project MTrace" – do we have any other documentation to present? I'm hesitant to present this to BOV, it might raise questions". [2144] He copies on this email to Ivan Vassallo on the same date.*

45. *On 14 September 2017, Comecer provided the description of the work done for the invoice to Dr. Chappell, who in turn forwarded it on to Mario Gatt, Sri Ram Tumuluri and Ivan Vassallo. [2145] Comecer*

2139 [Page 25, Jan 23 – 66 DOK MBR9 Pharmaline000051302301261220 26.pdf]

2140 [110718.partial.emlx]

2141 [Page 1, Dr. Chappell Testimony 04/10/2021.docx]

2142 [05.17 Hotel Log May.DOCX]

2143 [120080.partial.emlx]

2144 [FW: Invoice.msg]

2145 [108064.emlx]

invoiced Technoline an amount of €635,500 and the invoice narrative set out:
"achieved for hot cell delivery related to the contract with MTrace for the supply and installation of the New Cyclotron facility inside Life Science Park in Malta for the production of radio pharmaceuticals element for human use". [2146]

46. *On 15 September 2017, there was a Purchase Order raised by Technoline for €635,500 emailed to Comecer for the same project milestone as invoiced by Comecer to Technoline the previous day. This was in itself unusual – the purchase order would normally precede an invoice/ request for payment. In this instance, it was clear that Technoline intended to use its VGH Invoice Discounting Facility in place with BOV to use the Pro Forma invoice from Comecer to 'call down' funds using this 'fictitious' invoice raised by Comecer to Technoline. Technoline received no consideration for this invoice either from MTrace plc or from Comecer; it was a potentially fraudulent means of using their debtor financing account to fund a payment to Comecer on behalf of MTrace plc. [2147]*

20% profit margin taken from Concession funds.

47. *Also on 15 September 2017, Technoline issued an Order Acknowledgement to VGHM Ltd in the amount of €762,600 referenced to the same purchase order / invoice from Comecer. This represented a 20% uplift applied by Technoline for funding the transaction for VGH. [2148] On the same date, Technoline also issued a Pro-Forma Invoice for the same amount addressed to VGHM Ltd. VGH therefore paid Technoline for the inflated invoice out of government funds.*

Conclusions on the Comercer transactions

48. *The commercial outcome of the transaction was:*

i. *Comecer was paid in full for the 2nd tranche of the contract (by Technoline not by MTrace).*
ii. *Technoline was paid in full plus made a 20% profit (by VGH out of public funds);*
iii. *VGH used hospital concession funds to pay Technoline to pay Comecer;*
iv. *The fact that Comecer was paid the €635,500 meant that MTrace plc could then claim the balance of the government grant assistance of 69%*

2146 [FW VGH Invoice Finance .msg]

2147 [FW VGH Invoice Finance .msg]

2148 [S-CON-VRHK38L – 110685.pdf]

of the total contract price of €2,090,000 in respect of this 2nd tranche from Malta Enterprise.

49. *The 31% portion of the contract costs as set out in the government's Letter of Offer which was supposed to be funded in tranches by 'private' equity investment was being funded by public concession funds - albeit routed via VGH/Technoline/Comecer.*

50. *The invoice raised by Comecer to Technoline was potentially fraudulent as the goods & services related to an entirely separate company MTrace).*

51. *So too was the invoice subsequently raised by Technoline to VGH which related to the work done by Comecer for MTrace.*

52. *The purpose of carrying out this transaction via Technoline/ VGH was to ensure that VGH could use the public funds provided by Government of Malta for the hospital concession to subsidise its investment in MTrace plc.*

53. *As MTrace plc was government grant assisted, it meant that even the element of MTrace plc project costs which was not approved for grant assistance (the 31% privately funded) was actually paid out of government funds using a circuitous route via Technoline and VGH.*

54. *In our opinion, this transaction could potentially represent misappropriation of public funds, false accounting, and grant fraud.*

CONSULTANCY AGREEMENT BETWEEN BLUESTONE MALTA INVESTMENTS LIMITED AND MOUNT EVEREST FZ

55. *We have quantified and commented upon the total value of funds paid from the hospital concession to UAE / Dubai, including five payments totalling €1,475,000 from Bluestone Investments Malta Limited to Mount Everest FZ, in appendix 3.01.*

56. *The relationship between Bluestone Malta Investments Limited and Mount Everest FZ / Shaukat Ali is set out in a consultancy agreement dated 25 February 2015 which we refer to as the €2M Consultancy Agreement [2149]. We did not locate a Microsoft Word version of the agreement to ascertain when it was authored.*

57. *The preamble states that Bluestone is in the 'process of signing an Agreement with the Government of Malta which will allow it to take*

2149 (Consultancy Agreement – Bluestone Malta (1M) 2.pdf)

over and manage a number of health care facilities in Malta'. In February 2015 the tender process was still on-going so the claim that Bluestone / VGH was in the process of signing an Agreement with the Government of Malta may indicate that the agreement, if actually prepared in February 2015, was prepared in the knowledge that Bluestone / VGH would eventually be awarded the concession. The €2M consultancy agreement does not make reference to the concession tender process.

58. *The duties for Mount Everest/Shaukat Ali are, in our opinion, ill-defined and perhaps deliberately generic. We expect anyone reading the €2M consultancy agreement would not have any clear impression as to what Mount Everest FZ's role would be in the process of signing an Agreement with the Government of Malta*

59. *The €2M consultancy agreement stipulates at clause 3.1 that Bluestone would pay Mount Everest FZ a one-time fee of €2,000,000 payable within 60 days from the signing of the 'Final Agreement' for the project with GOM and on presentation of an invoice to this effect.*

60. *At clause 3.2 it is also agreed that "in the eventuality that the company acquires the funding through long-term bond or when the Company lists and trades on public markets, it is further agreed that the Company shall increase the total cumulative amount as mentioned in 3.1 above to Five Million (5,000,000) Euro". We have discussed Bluestone's efforts to attract major funding in appendix 3.10.*

61. *A second consultancy agreement of the same date, 25 February 2015, between Bluestone Investments Malta Limited and Mount Everest FZ mirrors the consultancy agreement discussed above save for the remuneration clause at point 3.1. This stipulates that Bluestone would pay to Mount Everest FZ / Shaukat Ali the amount of €100,000 per month [2150]. We refer to this as the €100K Consultancy Agreement.*

62. *The two payments from Bluestone of €500,000 on 1 October 2016 and 5 October 2016 may relate to either the €2M Consultancy Agreement or the €100K Consultancy Agreement. The term 'Final Agreement' referred to in the €2M consultancy agreement is not defined nor therefore is the 60-day payment term from the signing of the 'Final Agreement'. Either way we note that the first two amounts of €500,000 from Bluestone to Mount Everest FZ on 1 October 2016 and 5 October 2016 were paid immediately after VGH's first receipt of funds from GOM on 29*

2150 [Consultancy Agreement - Bluestone Malta (100k) 2.pdf]

September 2016 [2151]. Clearly, Mount Everest FZ was priority creditor once GOM funds had been received.

Emails in relation to the 5 payments from Bluestone to Mount Everest FZ

63. *We noted the following emails concerning the 5 payments from Bluestone to Mount Everest FZ (appendix 3.21).*

64. *In relation to the two payments of €500,000 on 1 October 2016 and 5 October 2016, BOV contacted Dr. Chappell on Thursday 30 March 2017 requesting details of the payments, a copy of the consultancy contract and invoices in relation to same. Dr. Chappell forwarded BOV's email to Ram Tumuluri stating, "Do I need to prepare something in this regard?" [2152].*

65. *Dr. Chappell's comment suggests either she was unaware of the February 2015 consultancy agreements already in place between Bluestone and Mount Everest FZ, which seems unlikely given her role, or that she knew that the consultancy agreements did not already exist. We did not find a response from Ram Tumuluri to Dr. Chappell, or a Microsoft Word version of the consultancy agreements to establish whether they were prepared in February 2015 or whether they were only prepared in 2017 in response to BOV's request.*

66. *BOV followed up its request with Dr. Chappell on Tuesday 4 April 2017 [2153] but we found no reply from Dr. Chappell or Ram Tumuluri to BOV. Had the consultancy agreements existed as of 30 March 2017 we expect it would have been a straightforward matter for them to be provided to BOV and you may wish to confirm with BOV whether they were ever provided.*

DR. CHAPPELL'S INVOLVEMENT WITH YASAR ZAFAR AND INCORP SARL

67. *Dr. Chappell was active along with Dr. David Meli in drafting agreements involving Incorp SARL from late 2016 to March 2017 and were involved in providing BOV with the documents in June / July 2017 that confirmed Yasar Zafar as the sole owner. In our opinion they each will have been fully aware how the change in ownership avoided any spotlight falling on Asad and Wajid Ali's respective positions in VGH that had allowed them to become part of the concession supply chain.*

2151 [Page 1, Statement 40029847549 2015_2019.pdf]

2152 [message.body - FW Copy of Contract Mount Everest FZ LLC.msg]

2153 [message.body - Re:Copy of Contract Mount Everest FZ LLC.msg]

We also consider Dr Meli's and Dr Chappell's respective roles and remunerations to have extended beyond that of a normal third-party lawyer / in house lawyer. We have set out their involvement in appendix 3.40.

PROJECT HAVEN- SPA WITH STEWARD

68. *On 20 December 2016, Armin Ernst wrote to Shaukat Ali and set out his view on the strengths and weaknesses of VGH and its role in the medical concession. Armin Ernst stated "We have experienced reputational damage with GoM for having to continuously ask for more funds indicating that we are underfunded.....It also opened the door to public suspicion that we are not properly equipped to do the job and that the health system may be in jeopardy." [2154] He suggests Steward or a Saudi conglomerate or United Health taking over but also his suspicion on why funds were not available is put at the door of Ram Tumuluri. [2155]*

69. *As evidenced below, under the title of "Project Haven" in late 2017, Dr. Chappell became party to drafting the share purchase agreement (SPA) between Bluestone and Stewards for the sale of the entire share capital of VGH Limited.*

70. *In her sworn testimony, Dr. Chappell stated "my remit as in-house counsel of VGH at the time was to assist the shareholder of VGH which was Bluestone to sell the shares to Steward Healthcare. My remit was to attend negotiations with counter-parties and negotiate the terms of that sale." [2156]*

71. *Dr. Chappell testified that she provided company documents and agreements to Steward Healthcare for due diligence proceedings. She was not involved in collecting financial due diligence that was provided by Mr Mark Leiscer (sic) (Lisher) in the absence of Ms Saba Abas, who was unavailable in Pakistan. The financial due diligence was provided either directly to Stewards Healthcare or via Sri Ram Tumuluri.*

72. *From her testimony Dr. Chappell considered "the environment also leading to the share purchase by Steward Healthcare was also quite hostile". [2157]*

73. *Dr. Chappell continued to say "When I said it was a normal transaction, when I answered like that, it was for the legal part that I worked on. Everything else, I would say as I said before, it was quite a hostile takeover and I wasn't very comfortable."*

2154 [Page 2, Risk assessment VGH 12.20.16.docx]

2155 [Page 3, Risk assessment VGH 12.20.16.docx]

2156 [Page 2, Dr. Chappell Testimony 04/10/2021.docx]

2157 [Page 2, Dr. Deborah Chappell - 4.10.2021.docx]

"I'm at liberty to say that I was working on a completely different line of work when it came to my knowledge that Steward Healthcare are going to buy. So it caught me by complete surprise. I had no idea. I was also surprised personally because the person sitting across the table was Mr. Armin Ernst, who was before employed with VGH. That is on my side personally. And yes, it was hostile in that sense, in the sense it happened very quickly, I had a lot of pressure to conclude the due diligence, to make sure that the agreements are in place." [2158]

74. *During the drafting of the SPA, Dr. Chappell had meetings with Mr Schembri and his legal advisor at OPM. It is unclear from her testimony if the lawyer present was Mr Schembri's personal or departmental legal advisor although the term "his legal advisor" is used. [2159]*

75. *Dr. Chappell testified that [Schembri] "..in certain instances yes, he would be actively involved" [2160] and that Mr Schembri wanted to close the SPA quickly "My understanding was that he wanted to close this share purchase agreement." [2161]*

76. *When asked - how did he show that he wanted it?*

    Dr. Chappell stated "In the sense that one particular instance that comes to mind, I do recall that at a point I had mentioned something to represent my client really, so you know we need to do x, y and z and he gotten very frustrated with me and he had gotten up and he's like listen, sort of like know your place or else I'll have to take political decisions. So, as in I am not exactly a very old lawyer so at the same time I am intimidated even if I'm in the presence of an older lawyer so let alone if it's the Chief of Staff of the country where I live. But yes, as in certain instances he would be involved and he would be present at the meeting." [2162]

77. *It must be understood that at the stage of transfer from VGH to Stewards, Gateway's acquisition of Technoline with €5m of health concession funds was most vulnerable to outside scrutiny. The takeover of Bluestone/VGH in a cossetted way by the Steward Group suited Mr Schembri. For another similar company to come in from outside would inevitably have involved more scrutiny of Bluestone/VGH and the purchase of Technoline from health concession funds could well have been revealed by a proper due diligence exercise including a review of the bank accounts and company records.*

2158 [Page 9, Dr. Deborah Chappell - 4.10.2021.docx]

2159 [Page 9, Dr. Deborah Chappell - 4.10.2021.docx]

2160 [Page 10, Dr. Deborah Chappell - 4.10.2021.docx]

2161 [Page 11, Dr. Deborah Chappell - 4.10.2021.docx]

2162 [Page 11, Dr. Deborah Chappell - 4.10.2021.docx]

78. *In our opinion, based on the documents detailed below, Keith Schembri was much more involved in the SPA process than alluded to by Dr. Chappell in her testimony. For example, in the second half of December 2017, we can see a series of emails (detailed below) between Dr. Chappell, Ram Tumuluri, Asad Ali, Shaukat Ali, Dr. Armin Ernst and Mr Schembri where different versions of the SPA and associated documents are transmitted between the parties.*

79. *On 19 December 2017, Asad Ali forwarded an email to Mr Schembri (Gmail account) under the subject title, FW: FW: Urgent. For his information. The body of the email is a transmission from Dr. Armin Ernst (Gmail account) to Asad Ali (Eurasia account) and mounteverest.sa (Gmail account). This is an interesting insight into the wranglings of the SPA. Stand out comments from Dr. Ernst include:*

"I have instructed our attorneys to send DF the draft we are willing to sign today. As per GOM wishes, we kept it simple and straightforward. No surprises, no gimmicks. It includes the terms we all agreed on:

We take over all concession companies for Malta – nothing else

We take over all liabilities of concession liabilities in Malta – sight unseen - but not anything else in the VGH maze of companies

We will pay no questions asked Ram 2.5M now, 2.5M in 18 months for SPA. Only condition on payment #2 is that he keeps his mouth shut." [2163]

80. *On 18 December 2017, a chain of emails under the subject title, Fw: Project Haven – SPA mark-up, is transmitted from Hamid Yunis (lawyer McDermott Will & Emery UK LLP) to Dr. Ernst, who transmits the message to Asad Ali, who forwards it to Schembri (Gmail account) who in turn forwards it to Kenneth Azzopardi (Gmail account) [2164]*

81. *On the 19 December 2017, at 17.39, Dr. Chappell sends Mr Schembri a version of the SPA under the subject title "SPA". At 18.36 on the same date Dr. Chappell sends a version of the SPA to Schembri under the subject title "RE: Bluestone Investment Malta Limited – Project Haven: - SPA". [2165]*

82. *A word version of the SPA which was created on 19 December 2017 at 17.35 by Shashank Krishna (McDermott Will & Emery UK LLP) and*

2163 (807759.partial.emlx)

2164 (807776.partial.emlx)

2165 (message.body - RE: Bluestone Investment Malta Limited)

modified by Dr. Chappell on the same date at 18.32, these may well be the documents which were transmitted to Mr Schembri. [2166]

83. *Another word version of the SPA which indicates that it was created at 10.53 on 20 December 2017 by a person unidentified but it was also modified at the same time by Keith Schembri and last printed at 11.21 on the same date. [2167]*

84. *It is very evident from this small selection of communications that Schembri was central to all decision making on the SPA.*

85. *Dr. Ernst's connections with Schembri and Shaukat Ali is outlined in Appendix 1.20. We refer back to Dr. Ernst's "Risk assessment letter" to Shaukat Ali where an alternative to VGH was voiced by Dr. Ernst*

86. *The misuse of concession funds was identified in Dr. Ernst's email to Keith Schembri and cc Mr Shaukat of the 23 January 2018 [2168] "I had lengthy discussions with Ralph, Steward and Cerberus. I won't bore you with the details, but the concerns as you know are the terrible state of the books that will not pass any audits, the wide ranging network of liabilities and obligations created with individuals and companies across the continent at the detriment of VGH, the operational terrible state of the company is in and the deep distrust we continue to have for all the information he is providing with the assumption is there is even more "stuff" out there" ...."Here is what we will be willing to pay and committed to do" "We will pay Ram 2.5m immediately upon closing "A second tranche of €2.5M....Retained money is the only way to get continued collaboration until this is cleared up" "Technoline and MTrace come back to VGH Malta as they were purchased with concession funds that should not have been used for that.(It has to be either that or a loan entry in the balance sheet with interest and accelerated payments plan and placing these companies under our supervision until debt is paid back"*

FINANCIAL BENEFIT

87. *We have identified several payments made to Deborah Chappell's Bank of Valletta (BoV) bank account number 40011979614 following her departure from VGH.*

88. *On 7 March 2018, she received €30,000 directly from Accutor AG [2169] and thereafter, between May 2018 and April 2019, Ms Chappell received irregular, round figure amounts paid from the Bluestone*

2166 [Steward -VGH-SPA_191217_Final.doc]

2167 [Project Haven Latest 11.52am – SPA—20 December 2017 (Steward) (dean).doc]

2168 [806450.partial.emlx]

2169 [ACW3 DOK GG3 BEX10 1 EUR000142022041208125 8.pdf - Page 52]

Investments Malta Ltd BoV bank account 40023647510. [2170] These payments are set out in the table below: -

Date	Payment €	Source of funds
7 March 2018	30,000	Directly paid from Accutor AG
4 May 2018	5,000	Paid from BIM BoV account funded by Accutor AG on 2 May 2018
29 May 2018	5,000	Paid from BIM BoV account funded by Accutor AG on 24 May 2018
25 June 2018	10,000	Paid from BIM BoV account funded by Accutor AG on 25 June 2018
16 July 2018	10,000	Paid from BIM BoV account funded by Accutor on 9 July 2018
1 August 2018	10,000	Paid from BIM BoV account funded by Accutor AG on 25 July 2018
14 September 2018	10,000	Paid from BIM BoV account funded by Accutor AG on 13 September 2018
31 October 2018	10,000	Paid from BIM BoV account funded by Dentons on 30 October 2018
28 November 2018	2,000	Paid from BIM BoV account funded by Dentons / Ram Tumuluri on 26 November 2018
4 December 2018	4,500	Paid from BIM BoV account funded by Dentons / Ram Tumuluri on 26 November 2018
5 April 2019	25,000	Paid from BIM BoV account funded by Ram & Sonya Tumuluri on 3 April 2019
Total	**121,500**	

89. *Shortly before payments were made to Ms Chappell, the BIM BoV account was funded by deposits from Accutor AG, Dentons, and Ram and Sonya Tumuluri. The irregular nature of the payments does not indicate salaried employment and we would question the routing of the funds through the BIM Maltese bank account rather than directly from the Accutor, Dentons and Tumuluri bank accounts.*

90. *The payments to Ms Chappell which total over €121,000 raises the question why she was paid by those behind VGH when she had left her post as Chief Legal Advisor in February 2018 when the Concession had transferred to SHC. Ms Chappell's gross monthly salary from VGHM was approximately €10,000 or just over €7,000 net after deductions. [2171]*

2170 [Statement - 40023647510 (01.01.14 - 31.12.19).pdf]

2171 [Tab RHKG, Master payroll Pivot (Steward Malta) 2016- Oct 2021.xlsx]

91. *We also note that at the same time she was receiving these payments, her LinkedIn biography states that she had started employment as a partner with Muscat Mizzi Advocates, in May 2018. [2172] While there are payments to her account from Muscat Mizzi, these total just over €9,000 between January 2019 and January 2020 and sit alongside other third-party invoice payments which indicates that Ms. Chappell was doing freelance legal work during this period.*

92. *In her testimony to the Inquiring Magistrate on 4 October 2021, Ms Chappell noted that she had worked at VGH until 16 February 2018 when Steward acquired the shares in the company and that she was in a legal dispute with Steward Healthcare for their alleged failure to respect the obligations in her employment agreement, namely that she was due payment of two year's salary upon her resignation. She did not mention the payments from Accutor or BIM, relate the payments to her employment contract dispute, or state that she had taken up any other consultancy work for VGH or BIM after 16 February 2018.*

93. *As noted throughout this appendix, Ms Chappell participated in several sensitive business matters on behalf of BIM / VGH and had knowledge of the company ownership structure, consultancy payments to the Ali family, as well as the funding used in the acquisition of Technoline.*

CONCLUSION

94. *It can be seen from above that Dr. Chappell had a significant role in and detailed knowledge of the structural and legal aspects of the Health Concession process from the earliest stages. She represented the people and companies who were firstly involved in the MoU and then the Health Concession. Dr. Chappell had an in-depth knowledge of the inner workings of the process which allowed her to draft share transfer agreements, convertible loan agreements and other significant documents.*

95. *Dr. Chappell was active in the pre RfP process and the VGH concession application proposal and was party to drafting the SPA for the transfer of VGH control from Bluestone to Stewards, which she shared directly with Mr Schembri. She also held positions of authority in connected companies. For example, she held the post of Director and Legal Representative of Pharmaline until she resigned 14 March 2018 and for a few months was Company Secretary of Technoline*

96. *Dr. Chappell's involvement in a potential misappropriation of public funds via MTrace plc is a serious issue. Dr. Chappell was alerted to the paucity of documentation and commercial reason for payments by Mario Gatt but the payments went ahead to the benefit of the companies involved and to the detriment of public funds.*

2172 [Deborah Chappell - Partner - Muscat Mizzi Advocates _ LinkedIn.pdf]

Kevin Deguara, detentur tal-Karta ta' l-Identità bin-Numru 0097877(M) - Appendix 10.40:

1. *Dr Kevin Deguara ("Deguara") is one of the senior partners in a Malta based law firm called Deguara Farrugia Advocates ("DF Advocates") – see appendix 10.50.*

2. *We found that Kevin Deguara's connections to GoM predate the MoU and the concession process, and his firm may have been one of their "preferred solicitors". He frequently mentioned the regularity of his meetings at OPM and communicated directly with and often involved Keith Schembri with problems he encountered.*

3. *Other notable associates who appear to have entered the ambit of Deguara's social and work life in 2014 were Brian Tonna, who in May 2014 [2173], introduced him to Ali Sadr of Pilatus Bank.*

4. *Deguara began acting for the consortium that eventually took on the concession shortly after the MOU with GOM was signed and from then on was at the heart of the process. He was almost immediately made aware of Shaukat Ali's unsuitability to be involved with a hospital concession. Despite this he continued to represent him and the other investors. He was also quickly aware that the MoU with GoM had effectively awarded the concession to his clients without a public tender and immediately entered into discussions with GOM to resolve the matter. This led to the issue of the RfP.*

5. *He subsequently allowed the consortium members to use his personal bank account and another bank account in the name of a subsidiary of his firm. His personal bank account received over €1M of monies from a mysterious source apparently connected with the consortium of investors. His company DF Corporate Services Ltd received and dispersed €240,000 in relation to Gateway who subsequently acquired Technoline.*

6. *Deguara had an intimate knowledge of the concession bid and DF Advocates role in constructing the various documents for and on behalf of the investors in the project, namely Mohammed Shoaib Walajahi (appendix 5.25) and Sri Ram Tumuluri (Appendix 1.13). His central role in the pre-tender stages of the process included the framing of the Public Private Partnership arrangements between the Government of Malta ("GoM") and the group of investors which culminated in the award of the hospital concession to Vitals Global Healthcare ("VGH").*

7. *Deguara and DF Advocates were involved in the process that transferred the concession to Steward Healthcare Services. and the fall out of the uncovering of irregularities concerning VGH's finances (including being consulted about the VAT irregularities concerning Incorp and the cleaning*

2173 [message body - RE Dinner with DF and Ali Sadr bank.msg]

contracts) [2174] Subsequently it appeared that there was a severing of involvement with Stewards partially built upon the failure to pay DF Advocates invoices.

DF Advocates involvement with the Investors pretender

8. *In communications between GoM officials, the investors and Deguara/DF Advocates it is in our opinion clear that the public tender process was deliberately subverted to allow a predetermined outcome, namely the award of the concession to VGH. Further, email exchanges between the same parties indicated that Deguara provided consultancy and legal advice to the concessionaire and the investors based on leaked information received ahead of time regarding the terms of the concession agreement. The advice provided, notified the Investors and the GoM, that a formal public tender process would need to be adopted if the concession agreement was to be legally acceptable. The advice, given in January 2015, subverted the relevant legal parameters and provided an unfair advantage to VGH.*

9. *On 10 December 2014, an Engagement Letter was drawn up between DF Advocates and Crossrange Holdings Ltd entitled "Legal advice and assistance in connection with the development and operation of the Gozo General Hospital (GGH) (The Project)". The letter was addressed to Mark Pawley and Mohammed Shoaib Walajahi of Crossrange Holdings Ltd. In the opening paragraphs the services to be provided by DF Advocates was set out. This specified that it was DF Advocates understanding "that the client has entered into negotiations with the Government of Malta in connection with the Project with a view to eventually concluding an agreement for the transfer of land on which the GGH operates under title or emphyteusis for the purposes of further development and expansion of the GGH by the Client"*

10. *The GoM issued its 2015 budget on 17 November 2014 [2175] in which it presented the details of the proposed concession for three hospitals in Malta and Gozo. The fact that DF Advocates were aware of the negotiations entered into by the investors and GoM by 10 December 2014 is in our opinion further evidence that a pre-existing arrangement was in place prior to the public tender. A further factor was the mention of the services offered by DF Advocates which included "Review of the MOU signed with the GoM" which again confirms the findings in the NAO report (Addendum 1). Whilst the officers of DF Advocates identified as being responsible for the Project were Bradley Gatt and Deborah Chappell, the person to be contacted to agree to the terms of the letter was Kevin Deguara who also signed the letter on behalf of the firm [2176].*

2174 [message body - RE Legal Response letter .msg]

2175 [Pages 48 & 49, Budget_Document_2015.pdf]

2176 [Engagement Letter_10122014.pdf]

11. *The engagement letter also set out the cost of "the Project" in phases. For Phase 1 the quoted fees were €25,000 and provided for a period of engagement from the date of the letter to the 28 February 2015. For Phase Two, assuming a final agreement with Government was not signed, a monthly retainer of €3,000 was suggested which would be billed at a rate of 30 billable hours (plus €160/hr plus VAT) per week for the ongoing period.*

12. *On 12 January 2015 Kevin Deguara was copied into an email exchange between Bradley Gatt of DF Advocates and Shoaib Ali which contained an attachment, being a template document with the title "Framework Agreement Gozo Medical Campus". The representative of the GoM was Christian Cordona in his capacity as Minister for the Economy, Investment and Small Business and by Konrad Mizzi in his capacity as Minister for Energy and Health. The blank document contained no other details but shows that the project was considered ready to be finalised and that the concession at this stage was solely for the Gozo Medical Complex. [2177]*

13. *As detailed more fully in appendix 4.80, DF immediately carried out Due Diligence which immediately flagged warnings in relation to Shaukat Ali. For example, on 16 December 2014, Charmaine Calleja, Compliance Officer for DF Corporate sent Kevin Deguara, an email with an attachment [2178], containing information on Shaukat's involvement with corruption in Pakistan.*

14. *In the ensuing period, post the engagement letter, emails flowed back and forth between a number of employees of DF Advocates (specifically Deborah Chappell and Bradley Gatt) and the Investors (specifically Shoaib Walajahi and Ram Tumuluri). In each instance Deguara was copied into the messages. The aforementioned emails regarding the concession included an email chain started on 6 January 2015 between Shoaib Walajahi and Bradley Gatt regarding the "legal issue highlighted in your email to OPM" and which went onto state "Govt is fully aware of this issue ..... There is no legal hurdle for them to award this project if we meet all the criteria" The email mentioned an attached brief and signed MoU with the Government. The following email, which was sent by Deguara to Shoaib Walajahi stated "the contents of your email have been noted" [2179]. Walajahi's email of 07 January 2015 to Deguara mentioned "Ms Josianne Cutajar legal coordinator OPM knows Dr Farrugia and you and has committed to speaking with either of you regarding this matter to understand what you require more specifically" In response Deguara told Walajahi that he would be advising Bradley (Gatt) to get in touch and that*

2177 [message body - Bradley Gatt – Shoaib Walajahi- Re Gozo Medical Complex Legal Agreement for Gozo Medical Campus.msg]

2178 [CHARMAINE CALLEJA- KEVIN DEGUARA -GOZO MEDICAL COMPLEX (59076302) MSG – DOC188 pdf]

2179 [message body. – Re Gozo Medical Complex Legal Complex Legal Agreement for Gozo Medical Camp msg]

there was another matter he would like to speak about. Deguara went onto state that "our initial deposit has not yet been settled". [2180]

15. *DeGuara was also copied into the communication between DF Advocates and the investors which highlighted a number of legal issues and "potential difficulties" for both the Investors and for government in proceeding with the Agreement as it was drafted. The primary concern was that there was a legal obligation for the GoM to advertise a public tendering process before the proposed agreement could be adopted. At the relevant time the agreement only concerned the Gozo Medical campus and not the broader project that the concession evolved into which included the two hospitals on the Maltese mainland.*

16. *It is noteworthy that Deguara specifically pointed out the legal ramifications faced by the Investors should the matter go to a public tender. This was set out in such a way as to identify the risk that any commitment by the GoM in advance of a public tender process could be rendered void should another applicant for the tender present a more attractive offer. In effect what was being explained was the loss of control of the tender process should it be an open competition with the potential that the concession would be awarded to another. [2181]*

17. *On 21 January 2015 Deguara was copied into an email from Ram Tumuluri to Shoaib Walajahi, 'mounteverest.sa@gmail.com', Ashok Rattehalli, A Gupta and Mark Pawley, which stated 'Dear Partners, As we approach closer to the finish line in achieving our target of signing a final derivative agreements, it is crucial that I am present in any and all meetings and discussions in order for us to make informed decisions. I plan to stay in Malta and available till such time as the negotiations are completed with the government and other parties. Please be further advised that any legal, corporate and other communications will need to go through me as the point of contact. This is to ensure the efficiencies in workflow and protect the interest of investor group who are the majority shareholders of Crossrange Holdings.' Deguara acknowledged this missive in a short response. The fact that at this early stage, pre public tender, Tumuluri was referencing "approaching the finish line" is prescient and given that Deguara did not question this gives a sense that the finality of the process was pre-determined. [2182]*

18. *On 30 January 2015, email exchanges mention a meeting at the Ministry of Health. Present at the meeting were Aron Mifsud Bonnici, representing the GoM, Ram Tumuluri and Shoaib Walajahi representing the investors along with Deguara and Jean Farrugia of DF Advocates (in their capacity*

2180 [message body - Re Gozo Medical Complex Legal Agreement for Gozo Medical Campus.msg]

2181 [message.body - Kevin Deguara – Ram Tumuluri – Re Services Concession Gozo Medical Complex Healthcare MOU (590761261.msg]

2182 [message body - Meeting protocols .msg]

as solicitors for the investors).[2183] The email, penned by Ram Tumuluri states "Kevin and Jean (Farrugia) will provide you with their comments and recommendations in a separate email". A reply dated 6 Feb 2015 from Jean Farrugia to Ram Tumuluri mentions a "report containing our high-level thoughts and views on public procurement/concessions issues which our respective clients should consider in structuring the transaction leading to implementation of the project subject matter of the MOU on the 10th October 2014 between GOM and the investors". The knowledge that the senior managers of DF Advocates had of the existence of a MoU pre-RFP and public tender process in our opinion again indicates a potential connivance with the GoM in a pre-determined outcome to the process.

19. *On 15 February 2015, Ram Tumuluri emailed Deguara to inform him that they (presumably the original investors) "are in the process of assigning Asad Ali as the point of contact for our local Malta representation. Asad is the son of Shaukat Ali and has direct contacts with government officials and will be quicker to organise the necessary meetings and support we need from OPM. Asad Ali will soon be one of the directors of Crossrange Holdings and also shareholder of Pivot Investments. I have copied Asad in this email. [2184]. From this point on, please copy emails to Asad and remove Shoaib from the list ....." This appears to be the beginning of a move to side line Walahaji and replace him with Asad Ali.*

20. *On 20 March 2015 Elena Roxana Nedeluc of Deguara Farrugia wrote an email to Kevin Deguara advising him that she had found that Mr Chaudry Shaukat Ali appeared in searches connected to a bribery and corruption scandal in Pakistan. The specific details were set out in the email along with a copy of an article linking Shaukat Ali to the President of Malta. [2185] Subsequently the AML due diligence checks were rerun against a tighter parameter and returned a negative result. Notwithstanding the subsequent clear result, in our opinion the initial result should have triggered the firms AML policy. It is concerning that having been made aware of this information and given that Deguara was a member of an AML regulated business, officers within the company did not act more robustly including investigating Ali's involvement with the concession.*

21. *Deguara was also involved in drafting the Guarantee Deed between Bluestone Special Solutions 4 Limited (the Guarantor) and Shapoorji Pallonji Mideast LLC (Beneficiary) (see appendix 2.110), wherein it was stipulated that if VGH Limited failed to pay Shapoorji for work completed under the Performance Guarantee, Bluestone would pay Shapoorji [2186]. Shapoorji Pallonj provided construction services to VGH see appendix 2110.*

2183 [message body – Re Services Concession Gozo Medical Complex Healthcare MOU.msg]

2184 [message body – RE Services Concession Gozo Medical Complex Healthcare MOU (59076126).msg]

2185 [message body - Elena-Roxana Nedelcu - Kevin Deguara-Gozo - St Luke's Medical Complex .msg]

2186 [DEBORAH CHAPPELL- ;EAN FARRUGIA ; KEVIN DEGUARA FW SECURITY DOCUMENT – SHAPOORJI FWD SCANNED .MSG--Morgan Lewis.pdf]

Kevin Deguara's connection to Government ministers

22. *Deguara appears to have had a pre-existing relationship with members of the GOM including former Prime Minister Joseph Muscat, Keith Schembri, Konrad Mizzi and others. This placed him in a position of influence enabling him to advise on the concession process which ultimately handed control of the various medical facilities to VGH.*

23. *Deguara's connections to GoM members seems to pre-date the concession process and extends beyond the likes of Keith Schembri. On 12 October 2012 Keith Schembri sent an email to "toni573@gmail.com" (enquiries reveal this email address to be linked to Anthony Vella [2187]) The contents of the email consisted of a forwarded email from Joseph Muscat to Schembri dated the same day. That email contained a list of email addresses; Gpattard@gmail.com, Warren@dingliaccounting, Kevin.Deguara@dfadvocates.com and Anthony Galea@dfadvocates.com. Schembri sent the email from his keith.schembri@kasco.com.mt email address but the forwarded email was sent by Muscat to keith@jospehmuscat.com.*

24. *There is some suggestion that Deguara was one of the "preferred solicitors", (at least for the GOM) to be involved in the concession process. Those suggesting Deguara perform this role consisted of senior Government employees and Ministers. On 11 September 2014 Ruben Schembri sent an email to Krista Caruana asking for the details of the new company board members of the commercialisation of Mater Dei Hospital services project. [2188] In response Konrad Mizzi emailed Keith Schembri and Brian Tonna asking 'Board members of Malta Healthcare Services ltd (for ppps and commercial activities of mater dei) - Ivan Falzon (Chairman), Prof Charles Grixti, Alex Sciberras (Director and Co Sec) What do you think?' Keith Schembri replied in Maltese 'Alex is in everything like that Why don't we try using someone else' at which point Brian Tonna suggests 'Agree with Keith - also I don't want to let go of this in the sense that I want to monitor its progress. Other lawyers could be James Muscat Azzopardi or Kevin Deguara or any other you may deem appropriate" The implication is that Mizzi, Schembri and Tonna were selecting board members who might be supportive of their oversight and views.*

25. *When communicating with Shoaib Walajahi and Ram Tumuluri, Deguara often mentioned that he had been in the "OPM" (Office of the Prime Minister). As an example, on 24 February 2015, Deguara wrote to Ram Tumuluri confirming his and Jean Farrugia's presence at a meeting at the OPM at 8.30pm that evening "to finalize the legal ways for our transaction" Ram Tumuluri responded saying "hopefully we can come to*

2187 [594132.partaLemlx]

2188 [message.body - Re Mater Dei Limited .msg]

an understanding tonight" [2189] Similarly on 30 April 2015 Deguara emailed Ram Tumuluri in order to arrange a meeting regarding the Concession. In that email Deguara states he is "at the OPM and will not be ready until later" Whether this was a ploy to show his close association with the GoM is not known. However, the consistent use of this connection shows how closely aligned he was to the activities of Government.

26. *Deguara's relationship with key figures in the GoM and the Concessionaires continued after the tender was awarded to VGH and continued into the subsequent transition of the concession to Steward Healthcare.*

a. *On 17 August 2018 Deguara was corresponding via Whatsapp with another party regarding an unconnected matter, however one of his responses was revealing. A delay had occurred in the issuance of an ID card for a client. When pushed by the client about the delay Deguara talked about seeking assistance from "James (believed to be James Grech) at the OPM". On the same day he "The department (seemingly the department responsible for issuing ID cards) take long so when we contacted them and they did not give us a reply we asked OPM as we always do to speed things up [2190]*

b. *On 18 October 2018 Deguara sent multiple Whatsapp messages to Keith Schembri saying "Hi Keith hope you are doing well. Wanted to update you re our situation with Steward It's about the money owed to us which Armin has promised to settle immediately after the transfer is concluded. After we meet them again last week to try and resolve the matter amicably, they came up with a ridiculous proposal of paying us only 65% of what is due and to add insult to injury in instalments as they don't have money I really want to solve this situation and move on and not have anything to do with these people but they are putting me with my back to the wall. I know (because they are doing that with everyone) that their tactic is to try and renegotiate a discount and terms with the intention of paying as little as possible. What I can't understand is that they use the same dirty tactic even with me. I think we did all we could to see the deal go through and then they try to cheat us blatantly is not fair. I hope you understand my Position. If you can help I will appreciate. Regards". Keith Schembri replies, "i do - i can just relay message". [2191]*

c. *On 21 November 2018 Deguara sent Keith Schembri a Whatsapp message saying "Keith just wanted to let you know that I have finalized with Steward. They paid me the first payment today. Should receive the balance by the end of the year. Wanted to update you cos I don't text you*

2189 [message body - RE: Services' Concession: Gozo Medical Complex: Healthcare MOU.msg]

2190 [Page 28, chat-3040.txt]

2191 [Page 42, chat-3048.txt]

on just bad news See you my friend and if you need anything from me just let me know." [2192]

d. *On 19 February 2019 Deguara sent Keith Schembri a series of Whatsapp messages saying "Hi Keith hope you're doing well Ivan was talking to you re our companies and horizon u convenience re malta stock exchange. We have been promised from day that they will be ready tomorrow then tomorrow never comes. Only you can help us. The ceo there is Simon Zammit.". [2193]*

e. *On 15 May 2019 Deguara sent Keith Schembri a message saying [2194] "Hi Keith hope you're doing well. I was talking to Joe Bugeja chairman and ceo of Transport Malta. His brother would like to meet you for a few minutes to speak to you re a business proposal he has. Could you see him please? They are very good and competent people and 1 million per cent behind us. Ask about Joe Bugeja he is a very good man."*

Kevin Deguara and the concession process

27. *Emails exchanged in February 2015 between DF Advocates, both drafted by and CC'd to Deguara, and the GoM solicitor, Aron Mifsud Bonnici, clearly specified the inclusion of both St Lukes hospital and Karin Grech hospital in the negotiations. This was pre-the public tender process and a fact denied and disputed by VGH's representatives. [2195]*

28. *The significance of these emails in February 2015 is that both the Investors and Government ministers received, and accepted, legal advice from DF Advocates that appears to have contravened the public procurement regulations. The chronology and content of the emails makes it clear that negotiations were advanced by the time the legal advice was given.*

29. *Deguara was also aware of the machinations within the investor group which were highlighted on 15 February 2015 when Ram Tumuluri emailed him that "....we are in the process of assigning Asad Ali as the point of contact for our local Malta representation. Asad is the son of Shaukat Ali and has direct contacts with government officials and will be quicker to organise the necessary meetings and support we need from OPM. Asad will soon be one of the directors of Crossrange Holdings and also shareholder of Pivot Investments. I have copied Asad in this email. From this point on, please copy emails to Asad and remove Shoaib from the list ...." [2196]*

2192 [Page 5, chat -7883.txt]

2193 [Page 8, chat-2883.txt]

2194 Page 12, [chat-2883.txt]

2195 [message body - RE: Services' Concession Gozo Medical Complex Healthcare MOU(59078082).msg]

2196 [message body - RE: Services' Concession Gozo Medical Complex Healthcare MOU(59076868).msg]

30. *Deguara's knowledge of the contents of the proposed bid, which extended beyond the Gozo Medical complex, are exposed in an email sent by him to a member of his finance team requesting an invoice be raised for "Professional services as per engagement letter dated 10 December 2014 in connection with Gozo and St Lukes Hospital including various meetings .... And ..in connection with Introducer Fee Settlement Agreement and ancillary agreements namely Share Transfer Agreement and Waiver of pre-emption rights, resolutions of Board of Directors of Pivot Holdings and Crossrange Holdings and Drafting of resignation letter of Mr & Mrs Walajahi from appointment as directors of Pivot Holdings" This foreknowledge of the full remit of the concession is prescient[2197].*

31. *It is also important to note that in a letter of 12 March 2015 between Deguara and the investors (two weeks before the formal tender was issued or advertised on 27 March 2015), a reference to St Lukes Hospital was made. This concerned the invoice raised by DF Advocates for work on the project. This shows that between December 2014 and February 2015, the remit of the MoU had been enlarged beyond the original concession to include the two hospitals on Malta a fact denied by both government officials and by the VGH investors.*

32. *Deguara and his associate Deborah Chappell were chosen to be the single point of contact for any communication between the Investors and the concessionaire, the AssetCo and the Management Company. A fact which gave them privy knowledge to all communications concerning the concession. [2198]*

Deguara and the transition from VGH to Steward

33. *After the transition of the concession from VGH to Steward's, DF Advocates continued to position themselves as a point of contact between the concessionaire and the GOM. On 23 January 2018 an email was sent by Jean Farrugia to Armin Ernst (with Deguara cc'd in). In effect the email pitches for DF Advocates to represent Stewards in the same way that legal support was provided to VGH. The email specifically states "As you are aware from inception we have acted as legal advisors for VGH. The in-depth knowledge and information on the project which we have gained over the years not to mention our involvement in all major transactions which VGH was involved in starting with the PPP and all other legal matters relating to the operation of the Hospitals places us in an ideal position to continue serving VGH under Stewards management. I am sure you are also aware of the fact that VGH will have to defend its position in the case filed earlier this week by the Leader of the Opposition wherein he is inter alia requesting the court to order the recission of the Concession Agreements. We have already obtained a copy of the*

2197 [052.15 Crossrange Holdings Ltd pdf]

2198 [Page 228, batch cs25 stewardmm s158.db600000122021080909473 6.pdf]

application and our litigation team has already outlined the line of defence for VGH". It is also of note that on the same day the email was sent to Armin Ernst it was forwarded to Keith Schembri by Jean Farrugia with again Deguara copied into the forwarded email. There is a sense that this message was delivered in order to provide a modicum of control over the new concessionaire and to provide comfort to Schembri of that fact. [ ][2199]

34. *Deguara continued to be involved with the concession during the transition period and was party to conversations concerning financial irregularities. One of the matters that he was made aware of was irregularities concerning VAT payments which had left a Eur 4.8m liability. An email of 13 January 2018 was sent by Mark Lisher, VGH's Chief Financial Officer sent to Ram Tumuluri, Elaine Bridge, Deb Chappell and Deguara. This outlined the original VAT liability, that had been estimated by Saba Abbas at Eur 2.9m had now risen to €4.8m. This was due to duplicate invoicing, incorrect statements, incorrectly addressed invoices and no VAT reference being applied to invoices. [2200]*

35. *After the transition period it appears Deguara was not involved in providing advice to Stewards. However, he certainly interacted with Keith Schembri in an effort to recover funds owed to DF Advocates. In a series of Whatsapp messages dated 18 October 2018 Deguara wrote "Hi Keith hope you are doing well." "Wanted to update you re our situation with Steward" "It's about the money owed to us which Armin has promised to settle immediately after the transfer is concluded." "After we meet them again last week to try and resolve the matter amicably, they came up with a ridiculous proposal of paying us only 65% of what is due and to add insult to injury in installments as they don't have money" "I really want to solve this situation and move on and not have anything to do with these people but they are putting me with my back to the wall. I know (because they are doing that with everyone) that their tactic is to try and renegotiate a discount and terms with the intention of paying as little as possible." "What I can't understand is that they use the same dirty tactic even with me. I think we did all we could to see the deal go through and then they try to cheat us blatantly is not fair." "I hope you understand my Position. If you can help, I will appreciate. Regards". Keith Schembri replied, "i do - i can just relay message". Kevin Deguara responded, "Any help is appreciated." "I suggest you keep an eye on the way they are operating as I'm afraid they might have problems with them in the future. Just a polite word of advice." "See you my friend and thank you very much." Keith Schembri replied (translated from Maltese) "Less than copper for sure :)". Kevin Deguara responded (part Maltese translation) "That's right. I just don't understand why when they are starting a new*

2199 [Meeting - VGH-DF Advocates .msg]

2200 [message.body - VAT Update_ 4.8m liability.msg]

venture, they start off with litigation with everybody. Soon they will be in court with shapoorji. Now we see. See you siehbi." [2201]

Kevin Deguara: Suspicious Payments and Suspicious Knowledge

36. An analysis of Deguara bank account is set out in appendix 10.41. He maintained a personal savings account at Bank of Valletta account number 40013423883. On 14 May 2015 USD $600,000 was remitted to the account from a company called JAG Partners LLC [2202]. The funds were subsequently dispersed on 18 May 2015 with the whole sum remitted to a DF Advocates account. On 19 August 2015 the same savings account received a sum of USD 225,000 with the reference "The benefit of Bluestone Investments Malta from JAG Partners LLC". ". As detailed this sum was subsequently dispersed between 10 September 2015 and 18 September 2015 as follows: -

Transferred to	USD
DFA	63,180.00
via Western Union	50,000.00
Mr Wajid Shaukat Ali OBO Bluestone	11,588.00
"Max Home Service acc OBO Bluestone"	5,794.00
TR PO issue Smart Symbol Holdings Ltd OBO Bluestone	11,615.81
TR PO Issue Mount Everest FZ LLC	30,045.74
Western Union Transfer to GBP	48,072.00

[2203]

37. On 22 October 2015 DeGuara's savings account received a remittance of USD 150,000 from JAG Partners LLC. This was dispersed in four payments of USD 16,770, USD 11,180, USD 114,361.81 and USD 12,330 via Western Union over the following seven days. The rationale for receiving funds to the savings account before dispersing same is not known. Nor is it certain why transfers were being made via an anonymising source, eg Western Union

38. On 17 September 2015 Deguara made a payment of €10,000 "OBO Bluestone" to Smart Symbol Holdings Limited (BVI 1847433). This was described as a "retainer fee". Smart Symbol Holdings can be connected to Asad Ali who had transferred his personal shareholding to the company from Eurasia. [2204]

2201 [Pages 3 & 4, chat-2883.txt]

2202 [Account statement.xlsx]

2203 [Page 135, NCW 33 BOVA2 VGH FILE40043962032040908352 1.pdf]

2204 [Account statement xlsx]

39. *On 21 December 2016 a payment of €240,000 was made by DF Corporate Services Limited (a subsidiary of DF Advocates) to Gateway Solutions Ltd. The purpose of this payment is unknown but DF Corporate Services Limited is a company connected to Kevin Deguara through his brother Kenneth.*

General information

40. *Other information on the firm is as follows: -*

Full name: Kevin DEGUARA

Date of Birth: 15 December 1987?

Address:

Telephone number: 0035699470124 [2205] & 21340401 [2206]

Email address: Kevin.Deguara@dfadvocates.com

Companies connected

41. *We note that there are many other companies connected to Kevin Degaura. Set out below is a list that appeared on the BoV CDD forms. [2207] It may be that he acted in a fiduciary role but there was no delineation between companies specifically owned/controlled by him and those for whom he was acting as a nominee:*

- *Deguara and Farrugia Advocates (Malta) Partner*
- *Aristaeus Limited (C71245) Director*
- *Chester Holdings Limited (C74645) Director 33% shareholder*
- *CT Limited (C71626) Director 5% Shareholder*
- *DF Business Advisory Limited (C58722) Director 30% Shareholder*
- *DF Consultancy Services Limited (54692) Director 50% Shareholder*
- *DF Marine Consultancy Limited (C39801) Director 30% Shareholder*
- *Fokus International Ltd (C48995) Director 25% Shareholder*
- *Middletown Properties Limited (C75568) Director 50% Shareholder*
- *Phoenix Capital limited (C77880) Director 25% Shareholder*
- *Shoreline Contracting Limited (C83994) Director 5% Shareholding*
- *Shoreline Mall limited (C84005) Director 5% Shareholding*
- *Shoreline Residence Limited (C77212) Director 5% Shareholding*

2205 [message body - Re- phone call-(17).msg]

2206 [message body - Re-phone call [3146984].msg]

2207 [Page 42, NCW 30 BOV46 VGH file 20343972022040910110B.pdf]

- *Ulfur Limited (C65417) Director*
- *Zircon Capital Limited (C73339) Director 100% Shareholder*
- *Yacht Engineering Limited – Secretary*
- *Atlantis Investments Limited – Director*
- *Cornhill Capital Limited – Director*
- *Coron Holdings Limited – Director and Secretary*
- *Gaia Investments Limited – Director*
- *Global ports Malta Limited – Secretary*
- *Horizon Finance PLC – Director*
- *IMI Malta Limited – Director*
- *Prudentia Investments Limited – Director*
- *The Convenience Shop (Holding) PLC – Director*
- *The Convenience Shop (management) Limited – Director*
- *The Convenience Shop For Putting cares Ltd – Director*
- *Valletta Cruise Port PLC – Secretary*
- *Gbake Manufacturing Limited – Director*
- *Gbake retail Limited – Director*
- *Global Ports Melita Limited – Secretary*
- *Perquisite Holdings Limited – Secretary*
- *The Convenience Shop limited – Director*
- *Travel Shopping Limited – Secretary*
- *Lady Lottie Company Limited – Subscriber*
- *DF Sports Management Limited – Director*
- *OJBOR Holding Group Limited – Secretary*
- *Ypsilon Financial Consulting Limited – Secretary*
- *Busy Bee Developments Limited – secretary*

DF Advocates - Appendix 10.50:

1. *DF Advocates ("DFA") is a Malta based law firm located at Il Piazzetta, A Suite 52, Tower Road, Sliema, Malta. DFA is of interest to the inquiry as it*

was engaged by the investors in VGH to act for them in providing legal advice in relation to the hospital's concession bid.

2. *DFA has been operational since 2003 and markets itself as "a prominent commercial law firm covering various practice areas, including..... acting for international organisations, private and listed companies, funds and investment service providers, credit and financial institutions and high-net-worth individuals from around the globe. The firm has assisted clients on a multitude of deals and local and cross-border transactions, including ..... initial public offerings, the setting up of international corporate structures and group reorganisations in the course of privatisation and tender processes and had acted as the legal advisor for the Privatisation Unit of Government in connection with public concessions and tenders." [2208]*

3. *The officers of DFA were to assist with the concession following the MoU with GoM, supplying legal advice regarding the public tender process, securing the Bid Bond, representing VGH in various matters connected to contractors (Technoline, Gateway Solutions, Malta Caterers) and dealing with negative press intervention in relation to VGH. They also were involved in the transition of the concession to Steward Healthcare.*

4. *DFA has several persons of interest to the inquiry connected to it including Kevin Deguara, one of the founding and senior partners (appendix 10.40) and Deborah Chappell (appendix 2.30), who worked for DFA and, after the concession bid was successful, was employed as in house legal counsel for VGH (appendix 10.30). DFA had a broad client base including Brian Tonna (appendix 10.01) and his company Nexia BT, whose daughter interned at the firm in August 2018. DFA also seemed to be closely linked to members of the Government of Malta (GoM) for whom they worked for several concession bids. In 2018 DFA provided legal advice to the Directors of Pilatus Bank after its collapse due to money laundering allegations. [2209]*

5. *DFA provided several services to clients including immigration advice and specific assistance in obtaining citizenship and passports. The firm's close association with various sectors of the GoM assisted in the provision of these services.*

6. *DFA's accounts were also used for the transmission of funds connected to the concession and a significant sum was claimed by the firm for the legal advice it provided. DFA was closely linked to a separate entity owned and controlled by Kenneth Deguara called DF Corporate Services Limited. On occasions funds connected to contractors and the concession were paid by*

2208 [2_Volume A_main document_final.pdf, page 53]

2209 [message.body - FW Letter to DF Advocates-0.msg]

and to the HSBC account (acc. number 40018967153) maintained by DF Corporate Services Limited. [2210]

DF Advocates relationship with the Investors in VGH following the MoU

7. *Following the signing of a MoU with GoM in October 2014 in relation to the hospitals DFA were engaged by the investors. On 10 December 2014, an Engagement Letter was drawn up between DF Advocates and Crossrange Holdings Ltd entitled "Legal advice and assistance in connection with the development and operation of the Gozo General Hospital (GGH) (The Project)". The letter was addressed to Mark Pawley and Mohammed Shoaib Walajahi of Crossrange Holdings Ltd. In the opening paragraphs the services to be provided by DF Advocates were set out. This specified that it was DF Advocates understanding "that the client has entered into negotiations with the Government of Malta in connection with the Project with a view to eventually concluding an agreement for the transfer of land on which the GGH operates under title or emphyteusis for the purposes of further development and expansion of the GGH by the Client" The officers of DFA identified as being responsible for the Project were Bradley Gatt and Deborah Chappell and the person to be contacted to agree the terms of the engagement was Kevin Deguara (who also signed the letter on behalf of the firm). [2211]*

8. *When matters progressed to a RfP, DFA was named on the concession agreement document as the law firm acting for both the concessionaire, the management company and the asset company that would be undertaking the concession.*

Officers of DFA involved in the concession process

9. *Aside from Kevin Deguara the following persons had some involvement in the concession process:*

a. *Dr Jean Carl Farrugia – Senior Partner of DFA – was copied into all emails concerning the concession process. Acted as an intermediary with the OPM on occasion. Engaged with Brian Tonna and Pilatus Bank prior to DFA's opening of an account with the latter.*

b. *Dr Edward Saliba – Partner DFA - was copied into the majority of emails concerning the concession. Was also a Director of DF Corporate Services*

c. *Bradley Gatt – was named on the DFA engagement letter as one of the points of contact for the investors of VGH along with Deborah Chappell*

d. *Ryan Falzon – was copied into various communications and dealt with the dispute between David Meli and Ram Tumuluri*

2210 [Transfer re Bluestone.pdf]

2211 [Engagement Letter_10122014.pdf]

e. *Elena Roxana Nedeluc – was responsible for Due Diligence compliance matters. She found a Mr Chaudry Shaukat Ali in CDD searches which connected the latter to a bribery and corruption scandal in Pakistan.*

f. *Elizabeth Davison – Assistant Managing Director – engaged with immigration and passport matters concerning potential staff working at the hospital's sites*

g. *Alejandro Borg – Deputy Compliance Officer*

DF Advocates and fund flows connected to the Concession.

10. *DFA maintained several bank accounts at Bank of Valletta, University Branch: including Account number 40013933768 – Account name Dr Kevin Deguara & Dr Jean Carl Farrugia - Advocates which appears to us to have been used for various payments connected to the concession.*

11. *As part of the concession a Bid Bond was required. During the auditing of the Bluestone Investments accounts for the period ending December 2015 Chris Spiteri asked for backing documents. The reply that was received from Ram Tumuluri was that "The funds for the bid Bond were provided by Mr Gupta directly into DF Advocates bank account who coordinated the issuance of the Bid Bond with BOV." [2212]*

12. *Kevin Deguara maintained a personal savings account at Bank of Valletta account number 40013423883. It appears to us to have subsequently been treated as a client account for DFA. On 14 May 2015 USD 650,000 was remitted to the account from a company called JAG Partners LLC. The funds were subsequently dispersed on 18 January 2015, with the whole sum remitted to a DFA account.*

13. *On 19 August 2015 the same savings account received a sum of USD 225,000 with the reference "The benefit of Bluestone Investments Malta from JAG Partners LLC". This sum was subsequently dispersed between 10 September 2015 and 18 September 2015 as follows:*

Transferred to	USD
DFA	63,180.00
via Western Union	50,000.00
Mr Wajid Shaukat Ali OBO Bluestone	11,588.00
"Max Home Service acc OBO Bluestone"	5,794.00
TR PO issue Smart Symbol Holdings Ltd OBO Bluestone	11,615.81

2212 [message body - Re Bluestone Investments Malta Limited audited accounts.msg]

TR PO Issue Mount Everest FZ LLC	*30,045.74*
Western Union Transfer to GBP	*48,072.00*

[2213]

14. *On 22 October 2015 Kevin Deguara's savings account received a remittance of USD 150,000 from JAG Partners LLC. This was dispersed in four payments of USD 16,770, USD 11,180, USD 114,361.81 and USD 12,330 via Western Union over the following seven days. The rationale for receiving funds to the savings account before dispersing same is not known. Nor is it certain why transfers were being made via an anonymising source, e.g. Western Union.*

15. *After the concession was underway certain sums relating to fixed asset purchases were made through the DFA Escrow account.*

16. *On occasions sums connected to the concession or contractors connected to the hospitals were routed through an HSBC account of DF Corporate Services Limited, account number 40018967153 [2214] This included payments made on 02 November 2016 for Eur 90,000 from Vitals Procurement Limited [2215] and on a payment made by DF Corporate Services on 21 December 2016 to Gateway Solutions of Eur 240k.*

17. *DF Corporate Services provided fiduciary services and acted as Escrow agents. They were believed to be registered with the MFSA. The Directors of the company were Kevin Deguara, Jean Farrugia, Bradley Gatt, Edward Saliba and Maria Micallef [2216]. Subsequently Kenneth Deguara was also brought into the business. The Ultimate Beneficial Owner of DF Corporate Services Limited was Dr Saliba.*

18. *In each of the above examples, funds which in our opinion should have passed through the DFA client account seem to have been routed through other accounts maintained in the name of either a separate entity or an individual. The rationale for this is not clear but would lend itself to anonymising the transactions or providing cover for those transactions that avoided a connection to DFA.*

Fit-**22 ta' April 2024** it-Technical Analysts Gary Edgeworth, Stephen Clarke, Rodger Trotter, Malcolm McCully, Jeffrey Nelson u Ciaran Mcllwee ippreżentaw ir-Relazzjoni tagħhom li qed tiġi mmarkata bħala Dok. "ANS", fejn wara li esegwew *forensic acquisition* u għamlu *extracting* u *processing* ta' data ottenuta fil-kors ta' din l-Inkjesta, it-Technical Analysts ikkonstataw u ikkonkludew is-segwenti:

2213 [NCW33 - BOVA2 VGH FILE 40000242021112414310O.pdf - Page 135]

2214 [Transfer re Bluestone.pdf]

2215 [Declaration Receipt of Funds.pdf]

2216 [DF Corporate report Dec 14.pdf]

Acquisition of Data

Compliance

The forensic acquisition of all items referred to in this report have been carried out in accordance with the current standards and best practice for the acquisition of Digital Evidence. Documents on which ANSEC bases its Digital Forensic standards are referenced below:

The UK Forensic Science Regulator's Codes of Practice and Conduct, version 4 2017.

INTERPOL, 2019. Global guidelines for digital forensic laboratories.

Association of Chief Police Officers, 2011. Good Practice Guide for Digital Evidence, Version 5.

The European Network of Forensic Science Institutes (ENFSI) Best Practice Manual for the Forensic Examination of Digital Technology ENFSI-BPM-FIT-01 version 01 2015.

The ILAC G19:08/2014, Modules in a Forensic Science process.

Forensics Knowledge Area - The Cybercrime Body of Knowledge v1.0.1

Forensic Acquisition

The first stage of the forensic process is to ensure that a verifiable copy of all data is acquired for processing and subsequent analysis. The goal in any forensic acquisition process is to ensure that the data is no more and no less than when it was first taken into possession. Where possible, the data acquired should be an exact binary copy of the original. This ensures that all subsequent analysis is carried out on the copy, thereby ensuring the integrity of the original data. These exact binary copies are known as forensic image files[2217].

ANSEC's digital forensic examiners use industry standard hardware and software to ensure that a verifiable forensic image is obtained. The hardware used is known as a forensic write blocker. This is used to prevent changes being made to the original device. Where it is not possible to use hardware write blocking, software write blocking may be used instead. The hardware used for the acquisition of computers and related media is listed in table 2.1 below.

[2217] Forensic Image - An image in this context is an exact bit stream copy that is acquired from digital devices such as hard disks and other digital media. A key part of the acquisition stage is to perform a verification of the image. During the creation of the original image, a calculation is made (Cyclical Redundancy Check) on the data being copied. A value is created for each 'block' of data that make up the forensic image and a checksum is calculated to ensure that the content of each block has not changed. At the end of the process the files produced are also subjected to a verification process, known as an MD5 or SHA-1 hash.

	Manufacturer	Product Used
1	Tableau	TX1 Forensic Imager
2	Tableau	T35u Forensic Bridge

Table 2.1 Forensic Hardware

The software used for the acquisition of computers and related media is listed in table 2.2 below.

	Manufacturer	Product Used
1	OpenText	EnCase Forensic Imager
2	Exterro	Forensic Tool Kit Imager
3	Black Bag	MacQuisition

Table 2.2 Forensic Software

Acquiring data from mobile devices such as mobile phones, tablets and SIM cards requires a different approach. ANSEC's digital forensic examiners use industry standard software to ensure that a verifiable download is obtained from all mobile devices. This software is listed in table 2.3 below.

	Manufacturer	Product Used
1	Cellebrite	UFED
2	Micro Systemation	XRY

Table 2.3 Mobile Phone Software

Sources of Data Acquired

Data was acquired from a number of sources for this Inquiry. Initially, these data sources had been acquired by Court appointed experts in Malta in relation to other ongoing Magisterial Inquires and were subsequently provided for use in this Inquiry by the investigating Magistrate. Other data was acquired by ANSEC's digital forensic examiners, who travelled to Malta for this purpose.

Throughout the course of the Inquiry, scanned documents and other digital data produced to the Court were provided to Harbinson Forensics. This data was forwarded to ANSEC and subsequently processed for analysis by Harbinson Forensics.

All data acquired has been copied to a network attached storage device (NAS)[2218]*. This provided a single storage location from which all subsequent processes could be run and also a degree of redundancy for the stored data.*

The various sources of data and the methodology used for processing are outlined in the following sections of this report.

Initial Data Acquired

Data Provided by Harbinson Forensics in October 2020

Initially, in October 2020, data was provided to ANSEC by Harbinson Forensics. This data contained Court documents obtained from the investigating Magistrate in the case, Magistrate Dr. Gabriella Vella. Details of the items received are listed in table 3.1 below.

	Description of Data Acquired
1	*Compact Disc marked Qorti*
2	*USB pen drive*

Table 3.1 Court Documents

Data Provided by Harbinson Forensics in November 2020

In November 2020 Harbinson Forensics' provided further data containing a number of email accounts from the Government of Malta's email servers. This data had been acquired previously by a Court appointed expert, Mr Martin Bajada. Details of the items received are listed in table 3.2 below.

2218 A network attached storage device, also known as a NAS, is a data storage device connected to a computer network to provide access to files from multiple computers. It contains multiple hard disk drives that can be configured in a Redundant Array of Interconnected Disks (RAID). Some RAID systems can be configured to provide redundancy in that if a hard disk drive fails it can be replaced and rebuilt by the system without a loss of data.

	Description of Data Acquired
1	Western Digital solid state drive
2	Verbatim USB pen drive

Table 3.2 Government Mail Server Data

Data Provided by Harbinson Forensics in February 2021

In February 2021 Harbinson Forensics' provided data relating to a company named Technoline. This data had been acquired previously by a Court appointed expert Mr Keith Cutajar. Details of the items received are listed in table 3.3 below.

	Description of Data Acquired
1	*Technoline emails*
2	*Technoline SharePoint Files*
3	*IV-LCD01 – forensic image of compact disc*
4	*IV-LHD01 – forensic image of hard disk drive*
5	*IV-LHD02 – forensic image of hard disk drive*
6	*IV-LHD03 – forensic image of hard disk drive*
7	*IV-LHD04*
8	*IV-LUSB01*
9	*IV-LUSB02*
10	*IV-LUSB03*
11	*PC01-HD01*
12	*PC02-HD01*
13	*PC02-HD02*
14	*PC02-HD02_1*
15	*PC03-HD03*
16	*PC04-HD01*
17	*PC05-HD01*
18	*PC06-HD01*
19	*IV-MB01*
20	*MG-MB01*
21	*Mario Gatt residence*
22	*Technoline Server data*

Table 3.3 Technoline Data

Further Data Provided by Harbinson Forensics in February 2021

Also in February 2021 Harbinson Forensics' provided data relating to Mr Keith Schembri. This data had been acquired previously by a Court appointed expert, Mr Martin Bajada. Details are listed in table 3.4 below.

	Description of Data Acquired
1	*DOK KS1 – Apple iPhone*
2	*DOK KS2 – Apple iPhone*
3	*DOK-KS3 – Apple iPad*
4	*DOK-KS4 – Apple MacBook Pro*
5	*DOK-KS5 – Apple iPod*
6	*DOK-KS6 – USB pen drive*
7	*DOK-KS7 – HP laptop HDD*
8	*DOK-KS8 – CoolMaster tower computer*

Table 3.4 Keith Schembri Data

Replacement Data December 2023

During the examination of DOK-KS4 (MacBook Pro computer belonging to Mr Keith Schembri) an issue was noted with the acquisition process carried out by the Court appointed expert Mr Martin Bajada.

The Magistrate in the Inquiry directed that the computer be re-acquired by another Court appointed expert, Mr Keith Cutajar. Details are listed in table 3.5 below

	Description of Data Acquired
1	*KS4_PC01 – Apple MacBook Pro*

Table 3.5 Replacement Data

Data Acquired in April 2021

Data Acquired from Nexia BT in April 2021

In April 2021 ANSEC's Mr Stephen Clarke and Mr Rodger Trotter travelled to Malta. Whilst there they acquired data from a number of devices uplifted by Police Malta during searches of premises used by a company named Nexia BT, based in San Gwann. Details of the devices acquired are listed in table 4.1 below.

	Description of Data Acquired
1	*RDT8-0421 – Data from Nexia BT file server*

2	*RDT9-0421 – Data from Nexia BT mail server*
3	*RDT27-0421 – Dell laptop computer*
4	*RDT28-0421 – Black computer tower*
5	*RDT29-0421 – Black Acer computer tower*
6	*RDT31-0421-1 – Dell laptop computer*
7	*RDT31-0421-2 – Dell laptop computer*
8	*RDT31-0421-3 – Dell laptop computer*
9	*RDT31-0421-4 – Acer laptop computer*
10	*RDT31-0421-5 – Dell laptop computer*
11	*RDT31-0421-6 – HP laptop computer*
12	*RDT31-0421-7 – USB pen drive*
13	*RDT31-0421-8 – USB pen drive*
14	*RDT31-0421-9 – USB pen drive*
15	*RDT31-0421-10 – USB pen drive*
16	*RDT31-0421-11 – USB pen drive*
17	*RDT31-0421-12 – USB pen drive*
18	*RDT31-0421-13 – USB pen drive*
19	*RDT32-0421 – QNAP Network Attached Storage device*
20	*RDT37-0421 – Transcend USB pend drive*
21	*RDT38-0421 – Western Digital My Passport USB hard disk drive*
22	*SGC10 – Various USB pen drives and compact discs*
23	*SGC11 – Various compact discs*
24	*SGC12 – Various USB pen drives*

Table 4.1 Nexia BT Data

Data Acquired from Nexia BT in April 2021

Whilst in Malta, Mr Trotter also acquired data from devices uplifted by Police Malta during searches of premises located at garage number 32, J & J Boatyard, used by Nexia BT. Details of the devices uplifted are listed in table 4.2 below.

	Description of Data Acquired
1	*RDT36-0421-1 – Shuttle network attached storage device*
2	*RDT36-0421-2 – SMC network attached storage device*
3	*RDT36-0421-3 – Western digital My Book hard disk drive*
4	*RDT36-0421-4 – Various hard disk drives*
5	*RDT36-0421-5 – Western digital My Book hard disk drive*

Table 4.2 Nexia BT Data

Data Acquired from The Sladden Family in April 2021

In addition to the data listed above Mr Trotter also acquired data from devices uplifted by Police Malta during searches of premises owned by Andrea Sladden, Noelle Sladden, Jean Claude Sladden and Pierre Sladden. Details are listed in table 4.3 below.

	Description of Data Acquired
1	*RDT25-0421 – Black computer tower Andrea Sladden*
2	*RDT30-0421 – Black computer tower – Andrea Sladden*
3	*RDT33-0421-1 – Microsoft Surface laptop – Noelle Sladden*
4	*RDT33-0421-2 – HP laptop computer – Noelle Sladden*
5	*RDT34-0421 – Dell laptop computer – Jean Claude Sladden*
6	*RDT35-0421 – Black computer tower – Jean Claude Sladden*
7	*RDT39-0421 – Acer laptop computer – Pierre Sladden*

Table 4.3 Sladden Family Data

Data Acquired from The Sladden Family in April 2021

In addition to the data listed above Mr Trotter also acquired mobile phone data from the Sladden family acquired previously by a Court appointed expert, Mr Keith Cutajar. Details of the devices acquired are listed in table 4.4 below.

	Description of Data Acquired
1	*AS-MB01 & AS-MB01-SIM01*
2	*AS-MB02 & AS-MB02-SIM02*
3	*JCS-MB02*
4	*JCS-MB04 & JCS-MB04-SIM01*
5	*JCS-MB05*
6	*JCS-MB06*
7	*JCS-MB08*
8	*NS-MB01 & NS-MB01-SIM01*
9	*PS-MB01 & PS-MB01-SIM01*

Table 4.4 Sladden Family Mobile Data

Data Provided by Harbinson Forensics in April 2021

In April 2021 Harbinson Forensics provided data relating to a Mr Konrad Mizzi. This data had been acquired previously by a Court appointed expert Mr Keith Cutajar. Details of the devices acquired are listed in table 4.5 below.

	Description of Data Acquired
1	KM-MB01-SIM01
2	KM-PC01-HD01
3	KM-PC02-HD01

Table 4.5 Konrad Mizzi Data

Data Provided by Harbinson Forensics in April 2021

In April 2021 Harbinson Forensics provided data relating to Mr Brian Tonna, Mr Karl Cini and Mr Manuel Castagna. This data had been acquired previously by a Court appointed expert Mr Martin Bajada. Details of the devices acquired are listed in table 4.6 below.

	Description of Data Acquired
1	DOK BT1 – Apple iPhone
2	DOK BT2 – Apple iPad
3	DOK BT3 – USB pen drive
4	DOK BT4 – Dell Vostro laptop
5	DOK BT5 – Apple iPhone
6	DOK BT6 – Dell laptop
7	DOK KC1 – Apple iPhone
8	DOK KC2 – USB pen drive
9	DOK KC3 – External hard disk drive
10	DOK KC4 – HP laptop
11	DOK KC5 – Apple iPad
12	DOK KC8[1] – SanDisk USB pen drive
13	DOK KC8[2] – Corsair USB pen drive
14	DOK KC8[3] – Access Point USB pen drive
15	DOK KC10 – Microsoft Surface
16	DOK KC11 – Samsung s8+ mobile phone
17	DOK KC13 – Maxtor external hard disk drive
18	DOK KC15[1] – USB device
19	DOK KC15[2] – USB device
20	DOK KC15[3] – USB device
21	DOK KC19 – USB pen drive
22	DOK MC3 – Apple iPhone
23	DOK MC11 – Dell laptop

24	DOK MC12 – Media Link USB pen drive

Table 4.6 Tonna, Cini & Castagna Data

Data Acquired from Pilatus Bank in April 2021

Mr Trotter also acquired a copy of data that had been acquired previously from Pilatus Bank by a Court appointed expert, Mr Martin Bajada. Details of the devices acquired are listed in table 4.7 below.

	Description of Data Acquired
1	RDT19-0421 5 x Western Digital My Book hard disk drives
2	RDT19-0421 Verbatim USB pen drive

Table 4.7 Pilatus Bank Data Acquired by ANSEC

Data Acquired in July 2021

Data Acquired from Christopher Spiteri, Paola in July 2021

In July 2021 ANSEC's Mr Stephen Clarke and Mr Rodger Trotter again travelled to Malta. Whilst there, they acquired data from devices uplifted by Police Malta from a Mr Christopher Spiteri. Details of the devices acquired are listed in table 5.1 below.

	Description of Data Acquired
1	RDT1-0721-1 – Solid state hard drive from black server tower
2	RDT1-0721-2 – Seagate hard drive from black server tower
3	RDT2-0721 – Black EZCOOL tower computer
4	RDT3-0721 – Black EZCOOL tower computer
5	RDT4-0721 – Black EZCOOL tower computer
6	RDT5-0721 – Black EZCOOL tower computer
7	RDT6-0721 – Black unbranded tower computer
8	RDT7-0721 – Grey Asus laptop computer
9	RDT8-0721 – Grey Asus laptop computer
10	RDT9-0721 – Grey Asus laptop computer
11	RDT10-0721 – Maxtor USB hard disk drive
12	RDT11-0721 – Samsung M3 portable hard disk drive
13	RDT12-0721 – Asus laptop computer
14	RDT13-0721 – Toshiba laptop computer
15	RDT14-0721 – Asus laptop computer
16	RDT15-0721 – Asus laptop computer

17 *RDT16-0721 – Asus laptop computer*

18 *RDT17-0721 – Asus laptop computer*

Table 5.1 Christopher Spiteri Data

Data Acquired in September 2021

Data Acquired from Steward Healthcare in September 2021

In September 2021 ANSEC's Mr Stephen Clarke, Mr Gary Edgeworth, Mr Rodger Trotter and Mr Ciaran McIlwee travelled to Malta. Whilst there, they acquired data from devices uplifted by Police Malta from a company known as Steward Healthcare. Details of the devices acquired are listed in table 6.1 below.

Description of Data Acquired

1 *RDT1-0921 – Server data, St. Luke's Hospital*

2 *RDT2-0921 – Server data, St. Luke's Hospital*

3 *GE4-0921 – HP ProDesk computer*

4 *GE5-0921 – Philips USB pen drive*

5 *GE6-0921 – HP laptop computer*

6 *RDT5-0921 – Fujitsu laptop*

7 *RDT7-0921 – ThinkPad laptop*

8 *CMcI6-0921 – Xioomi mobile phone*

Table 6.1 Steward Healthcare Data

Data Acquired from Dr. Kevin Deguara in September 2021

Also in September 2021 data was acquired from devices uplifted by Police Malta from a Dr. Kevin Deguara. Details of the devices acquired are listed in table 6.2 below.

Description of Data Acquired

1 *RDT4-0921 – Dell Inspiron laptop*

2 *CMcI1-0921 – Apple iPhone 12*

3 *CMcI2-0921 – Black Samsung phone*

4 *CMcI3-0921 – Silver & black Samsung mobile phone*

5 *CMcI4-0921 – Silver tablet with navy blue cover*

Table 6.2 Kevin Deguara Data

ANSEC's Mr Clarke was made aware that Mr Deguara was a member of the Legal profession, practicing in Malta and as such it was considered that there may have been the possibility that his data may have been subject to

legal privilege.

To address this issue Mr Clarke provided the Investigating Magistrate with a copy of the files from Mr Deguara's devices for approval prior to release to the Harbinson Forensics team.

Data Acquired from Dr. David Meli in September 2021

Also in September 2021 data was acquired from devices uplifted by police Malta from Dr. David Meli. Details of the devices acquired are listed in table 6.3 below.

	Description of Data Acquired
1	GE7-0921 – 2x USB pen drives
2	RDT6-0921 – Dell laptop computer
3	CMcI5 – Black Samsung mobile phone

Table 6.3 David Meli Data

Data Acquired from Court

Also in September 2021 data was acquired from devices provided to Harbinson Forensics from the Magistrate in the case. Details of the devices acquired are listed in table 6.4 below.

	Description of Data Acquired
1	GE1 – Compact disc from Court productions
2	GE2 – USB device from Court productions
3	GE3 – USB device from Court productions

Table 6.4 Court Data

Data Acquired in January 2022

Data Acquired from Farman Ali Shah Sayed in January 2022

In January 2022 ANSEC's Mr Rodger Trotter and Mr Ciaran McIlwee travelled to Malta. Whilst there they acquired data uplifted by Police Malta from a Mr Farman Ali Shah Sayed. Details of the devices acquired are listed in table 7.1 below.

	Description of Data Acquired
1	RDT1-0122 – Black HP laptop
2	RDT2-0122 – Grey HP laptop
3	RDT3-0122 – Black Fujitsu laptop

4	*RDT4-0122 – Black dell laptop & 3 x USB pen drives*
5	*CMcI1-0122 – 2 x Samsung mobile phones & 1 x Honor mobile phone*
6	*CMcI2-0122 – 1 x Redmi mobile phone & 1 x Apple iPhone*
7	*CMcI3-0122 – 1 x Amazon Kindle & 1 x Samsung mobile phone*
8	*CMcI4-0122 – 4 x USB pen drive & 1 x Western Digital hard disk drive*

Table 7.1 Farman Ali Shah Sayed Data

Data Acquired from Mark Farrugia in January 2022

Mr Trotter also acquired data uplifted by Police Malta from a Mr Mark Farrugia. Details of the device acquired is listed in table 7.2 below.

	Description of Data Acquired
1	*RDT5 – HP laptop & 2 x pen drives*

Table 7.2 Mark Farrugia Data

Data Acquired from Joseph Muscat in January 2022

Mr McIlwee also acquired data uplifted by Police Malta from a Mr Joseph Muscat. Details are listed in table 7.3 below.

	Description of Data Acquired
1	*CMcI5-0122 2 x USB pen drives*

Table 7.3 Joseph Muscat Data

Data Acquired from Joseph Muscat in January 2022

In addition to the data listed above, a copy of mobile data from Joseph Muscat acquired by Court appointed expert, Mr Keith Cutajar, was also provided to ANSEC. Details of the devices provided are listed in table 7.4 below.

	Description of Data Acquired
1	*CR MB01 & CR MB01-SIM01*
2	*EM-MB01-SIM01*
3	*JM-MB01-SIM01*
4	*MM-MB01-SIM01*
5	*O-MB02*
6	*SM-MB01-SIM01*

Table 7.4 Various Mobile Data

Data Acquired in April 2022

Data Acquired from Court Discs & USB Devices in April 2022

In April 2022 Harbinson Forensic delivered a number of optical discs and USB storage devices received from the Court in Malta. Details of these devices are listed in table 8.1 below.

	Description of Data Acquired
1	*ACW78*
2	*ACW80*
3	*AGRx6*
4	*BNFW1*
5	*BOV GV*
6	*BOV MF1 MF2*
7	*BOV W2*
8	*DOK AGRA3*
9	*DOK AV*
10	*DOK BNF1*
11	*DOK BNF21*
12	*DOK BOV X*
13	*DOK BOV X1*
14	*DOK HSBCA7*
15	*DOK MS*
16	*DOK RGD3*
17	*DOK RGD x2*
18	*DOK RMX*
19	*DOK SBX*
20	*DOK SC*
21	*DOK SC1*
22	*DOK Z6*
23	*GG34*
24	*OCW23_1*
25	*OCW24 DOKM4*
26	*DVD-R*

Table 8.1 Court Discs & USB Devices

Data Acquired in November 2022

Data Acquired from Court Discs & USB Devices in November 2022

In November 2022 Harbinson Forensic delivered a number of optical discs and USB storage devices received from the Court in Malta. Details of these devices are listed in table 9.1 below.

	Description of Data Acquired
1	DOK CD – 16 GB SP USB pen drive
2	DOK RGDX1 – 16 GB SP USB pen drive
3	DOK RF1 – Brown envelope marked NOV-83
4	DOK BOVXY – White envelope marked Nov-34
5	APS Bank PLC – CDR marked APS Bank PLC
6	DOK BOX 9-5RG1 – DVD-R marked Nov-94
7	DOK MD 29 – 2 x DVD-R Discs
8	DOK BOX 9-CXY4 – 64GB Media Range USB drive
9	DOK BOX 9-BNFX – Maxell CDR
10	DOK SC2 – Blue USB device marked FIMBANK
11	DOK TZ2 – 8GB Lexar USB pen drive
12	FB1 – Energizer branded USB pen drive.

Table 9.1 Court Discs & USB Devices

Data Acquired in January 2023

Data Acquired from Konrad Mizzi in January 2023

In January 2023 a copy of mobile data from Konrad Mizzi acquired by Court appointed expert, Mr Keith Cutajar, was also provided to ANSEC. Details of the device provided is listed in table 10.1 below.

	Description of Data Acquired
1	KM-MB01 – Apple iPhone 11 pro Max

Table 10.1 Konrad Mizzi Mobile Data

Data Acquired from Court Discs & USB Devices in January 2023

In January 2023 Harbinson Forensic delivered a number of optical discs and USB storage devices received from the Court in Malta. Details of these devices are listed in table 10.2 below.

	Description of Data Acquired
1	DOK CRDX - Black SanDisk USB device from Credorax Bank (Finaro)
2	DOK LBX - Blue Agenda 21 USB from Lombard Bank Malta
3	DOK CGA3 - Silver N.A.O. USB from Audit of Vitals Global Healthcare
4	DOK MRB24 - Unbranded optical disc marked MEDIRECT 1
5	DOK BNFA1 - Maxell optical disc from BNF Bank re SD Holdings Ltd
6	DOK NOV2 - Black Intenso USB from Novum Bank Malta
7	DOK IIG - Black Verbatim USB from IIG Bank Malta
8	DOK SPK2 - Minus Platinum optical disc from Sparkasse Bank

Table 10.2 Court Discs & USB Devices

Data Acquired in June 2023

Data Acquired from Michelle Muscat in June 2023

In June 2023 a copy of mobile data from Michelle Muscat acquired by Court appointed expert, Mr Keith Cutajar, was also provided to ANSEC. Details of the devices provided is listed in table 11.1 below.

	Description of Data Acquired
1	MM-MB01 – Huawei P30 Pro
2	O-MB01 – Apple iPhone 5s
3	SM-MB01 – Apple iPhone 12 Pro

Table 11.1 Michelle Muscat Mobile Data

Data Acquired from Court Discs & USB Devices in June 2023

In June 2023 Harbinson Forensic delivered a number of optical discs and USB storage devices received from the Court in Malta. Details of these devices are listed in table 11.2 below.

	Description of Data Acquired
1	DOK AGX3 USB containing NAO report
2	DOK AGX4 USB containing NAO report
3	DOK BOV X31 Optical Disc containing Bank of Valletta data

Table 11.2 Court Discs & USB Devices

Harbinson Forensic also delivered cloud based data in relation to a disclosure by Mr Ram Tumuluri, received from the Court in Malta. Details of this data is listed in table 11.3 below.

	Description of Data Acquired
1	Disclosure to the Parliament of Malta - with Enclosures.pdf

Table 11.3 Court Discs & USB Devices

Later in June 2023 Harbinson Forensic delivered a further quantity of optical discs and USB storage devices received from the Court in Malta. Details of these devices are listed in table 11.4 below.

	Description of Data Acquired
1	DOK-AOW2 – USB memory stick from Credit Europe
2	DOK-APS – 2 x Optical discs from APS Bank
3	DOK-CBW3 – USB memory stick marked Claudia Diacona
4	DOK-CCW3 – USB memory stick from Agri bank
5	DOK-CDT2 – USB memory stick
6	DOK-JAW – USB memory card from BNF bank
7	DOK-JGW1 – USB memory stick from FIM bank
8	DOK-MFT4 – Optical disc from Bank of Valletta
9	DOK-MFW1 – Optical disc marked Bank of Valletta statements
10	DOK-MSW1 – Optical disc from Me Direct
11	DOK-RGBW – Optical disc from Sata bank
12	DOK-SGW – Optical disc from Sparkasse bank
13	DOK-Sparkasse – Optical disc from Sparkasse bank
14	DOK-YW – USB memory stick from Novum bank

Table 11.4 Court Discs & USB Devices

Court Productions & Scanned Data

In addition to the devices listed above, printed materials were also uplifted by Police Malta. This data needed to be scanned in order for it to be searched electronically by the Harbinson Forensic team.

The scanning of this data is the responsibility of the Harbinson Forensic team. ANSEC are not involved in the scanning process itself. However, once the Harbinson Forensic team have scanned the data in Malta, it is transported to Northern Ireland and delivered to ANSEC, where it is processed and indexed to make it searchable. Once indexed it is returned to

Harbinson Forensics for analysis.

In most cases documents are scanned as picture file formats, however these cannot be indexed as they do not contain searchable text. ANSEC instructed Harbinson Forensics that in order for the documents to be searchable, they needed to be scanned as Searchable PDF files. This is a file format based on the Adobe Portable Document Format that contains indexable text. When creating searchable PDF files, the equipment needs to be able to recognise text. This is usually achieved by using some form of Optical Character Recognition (OCR).

The following data was scanned by the Harbinson Forensic team and provided to ANSEC for processing. Once processed all files were returned to Harbinson Forensics for analysis.

Data Scanned in April 2021

In April 2021 Harbinson Forensic provided a total of 641 files for indexing. These are listed in table 12.1 below.

	Description of Data Scanned
1	Court Boxes Case 8
2	Nexia BT
3	Pierre Sladden Home

Table 12.1 April 21 Scanned Data

Data Scanned in July 2021

In July 2021 Harbinson Forensic provided a total of 898 files for indexing. These are listed in table 12.2 below.

	Description of Data Scanned
1	Spiteri scanned data batch 1
2	Scanned docs from banks and Spiteri batch 2
3	BNF bank data
4	BOV Statements
5	HSBC
6	Pilatus

Table 12.2 April 21 Scanned Data

From these, 38 could not be indexed and 665 could only be partially indexed as they were not searchable PDF files. The remainder were indexed and provided to Harbinson Forensic for analysis. They were instructed that those

files that could not be indexed should be viewed manually.

Data Scanned in August 2021

In August 2021 Harbinson Forensic provided a total of 116 files for indexing. These are listed in table 12.3 below.

	Description of Data Scanned
1	116 assorted PDF files

Table 12.3 August 21 Scanned Data

From these, 30 could only be partially indexed as they were not searchable PDF files. The remainder were indexed and provided to Harbinson Forensic for analysis. They were instructed that those files that could not be indexed should be viewed manually.

Data Scanned in September 2021

In September 2021 Harbinson Forensic provided a total of 958 files for indexing. These are listed in table 12.4 below.

	Description of Data Scanned
1	958 assorted PDF files

Table 12.4 September 21 Scanned Data

From these a total of 239 could only be partially indexed as they were not searchable PDF files. The remainder were indexed and provided to Harbinson Forensic for analysis. They were instructed that those files that could not be indexed should be viewed manually.

Data Scanned in October 2021

In October 2021 Harbinson Forensics provided a total of 931 files for indexing. These are listed in table 12.5 below.

	Description of Data Scanned
1	931 assorted files

Table 12.5 October 21 Scanned Data

From these a total of 231 could only be partially indexed as they were not searchable PDF files. The remainder were indexed and provided to

Harbinson Forensic for analysis. They were instructed that those files that could not be indexed should be viewed manually.

Data Scanned in November 2021

In October 2021 Harbinson Forensics provided a total of 220 files for indexing. These are listed in table 12.6 below.

	Description of Data Scanned
1	220 assorted PDF files

Table 12.6 November 21 Scanned Data

From these, a total of 60 files could not be indexed as they were not searchable PDF files. The remainder were indexed and provided to Harbinson Forensic for analysis. They were instructed that those files that could not be indexed should be viewed manually.

Data Scanned in January 2022

In January 2022 Harbinson Forensics provided a total of 188 files for indexing. These are listed in table 12.7 below.

	Description of Data Scanned
1	188 assorted files

Table 12.7 April 21 Scanned Data

From these a total of 22 could only be partially indexed as they were not searchable PDF files. The remainder were indexed and provided to Harbinson Forensics for analysis. They were instructed that those files that could not be indexed should be viewed manually.

Data Re-Scanned in March 2022

In March 2022 Harbinson Forensics informed ANSEC, they would be travelling to Malta for the purpose of re-scanning previous documents. It had been identified that the scanners had not created searchable PDF files for some of the documents. On their return they provided the re-scanned files listed in table 12.8 below.

	Description of Data Scanned
1	749 files - Jul21 Court Documents

2	33 files - Sep21 Court Documents
3	965 files - Oct21 Court Documents

Table 12.8 Scanned Data

These were indexed and provided to Harbinson Forensics for analysis.

Data Re-Scanned in April 2022

In April 2022 Harbinson Forensics provided more scanned data. These files are listed in table 12.9 below.

	Description of Data Scanned
1	58 PDF files – November 2021 Scanned Documents
2	86 PDF files – January 2022 Scanned Documents
3	65 PDF files – April 2022 Scanned Documents

Table 12.9 Scanned Data

These were indexed and provided to Harbinson Forensic for analysis.

Data Scanned in June 2022

In June 2022 Harbinson Forensic provided more scanned data. These files are listed in table 12.10 below.

	Description of Data Scanned
1	167 PDF files – June 2022 Scanned Documents

Table 12.10 Scanned Data

These were indexed and provided to Harbinson Forensics for analysis.

Data Scanned in November 2022

In November 2022 Harbinson Forensic provided more scanned data. These files are listed in table 12.11 below.

	Description of Data Scanned
1	87 PDF files – November 2022 Scanned Documents

Table 12.11 Scanned Data

These were indexed and provided to Harbinson Forensics for analysis.

Data Scanned in January 2023

In January 2023 Harbinson Forensic provided more scanned data. These files are listed in table 12.12 below.

	Description of Data Scanned
1	39 PDF files – January 2023 Scanned Documents

Table 12.12 Scanned Data

These were indexed and provided to Harbinson Forensics for analysis.

Data Scanned in June 2023

In June 2023 Harbinson Forensic provided more scanned data. These files are listed in table 12.13 below.

	Description of Data Scanned
1	128 PDF files – June 2023 Scanned Documents

Table 12.13 Scanned Data

These were indexed and provided to Harbinson Forensics for analysis.

Nexia BT Extraction in November 2023

In November 2023 Harbinson Forensic requested that all scanned documents relating to Nexia BT were extracted from the data. They provided a list of files that they had identified as containing Nexia BT data.

These were extracted and provided to Harbinson Forensics for analysis. At the conclusion of this process Harbinson Forensics identified a number of documents as being relevant to the Inquiry. These are listed in table 12.14 below.

	Description of Data Scanned
1	NEX_Box14_BVI Companies_0200022420210422140352.pdf
2	NEX_Box23_impaqtltd_1.0001282021042211364O.pdf
3	NEX_Box25_promgoservice12-16_7.0001392021042310582 9.pdf
4	NEX_Box29_MMXVI_14000471202104230944 14.pdf
5	NEX_Box29_PLANET CORE_18.0004552021042215340 8.pdf

Table 12.14 Nexia BT Scanned Data

All Nexia BT scanned data was copied to an encrypted portable USB flash drive and provided to Harbinson Forensic for delivery to the Magistrate in charge of the Inquiry.

Processing & Extraction of Data

Processing Files

This is not intended as a full technical description of the methodology used in the processing of the data acquired. It is intended to give the reader an overview of the process. Full technical details of the process can be made available if required.

ANSEC use a range of hardware and software to process the data acquired. All hardware and software used are industry standard and widely used throughout the forensic computing community. The software used is listed in table 13.1 below:

	Manufacturer	Product Used
1	OpenText	EnCase Forensic
2	X-Ways	X-Ways Forensic
3	Magnet Forensics	Axiom
4	dtSearch	dtSearch Desktop
5	Nuance	Omnipage Ultimate
6	Passware	Passware Kit Forensic
7	Paraben	Network Email Examiner

Table 13.1 Software & Hardware

Where mobile phones, SIM cards and tablet devices are encountered, these were processed using specialist forensic software designed for the extraction of such data. Once again the software used is standard and widely used throughout the forensic computing industry. The software used is listed in table 13.2 below:

	Manufacturer	Product Used
1	Cellebrite	UFED
2	Micro Systemation	XRY

Table 13.2 Mobile Phone Software

ANSEC have independently validated the software before use and this validation is subject to ongoing verification throughout its use. The verification process uses a method known as hashing[2219]. This process ensures the integrity of the files created; and can be repeated at any time to verify the content has not changed.

In addition, data was also acquired from some large scale server systems that were both on premises and stored in the cloud. In these cases, it is not always possible to make a complete forensic image of the entire system. Where this is the case, a copy of selected data will be downloaded onto removable media for further analysis. The files downloaded will also be subject to a forensic imaging process and subsequent verification.

This stage of the examination involved the processing of the forensic image files acquired previously, to enable relevant file types to be extracted for analysis by the Harbinson Forensics team. This is largely an automated process that involves the following:

Recovery of deleted files and folders.

- *Hash & Signature analysis to identify file types and known[2220] files.*
- *Expanding compound files such as ZIP, RAR and other compressed archives for examination.*
- *Identification of protected or encrypted files.*
- *Identification of email containers and parsing email containers for the extraction of email messages and attachments.*
- *Identification of mobile device backups.*
- *Processing of Internet artifacts for other communications activity such as Skype, chat or web conferencing.*

Once processed, the file system was examined by ANSEC's forensic examiners to identify files that require to be extracted for analysis by the Harbinson Forensics investigation team. The files extracted and the priority for extraction was discussed in conjunction with the Harbinson Forensic investigators.

2219 Hashing uses a mathematical algorithm to create a numeric value that uniquely identifies data. If the contents of the data are modified in any way, the value of the hash will also change. Two common algorithms used to compute hash values are MD5 and SHA1.

2220 Known files are files that have been identified by a hash process, often referred to as their "digital fingerprint". ANSEC use a database containing several million hash values for known files. These files are typically from operating systems and software packages that are widely distributed. The hash values of all files on the target system can be compared against the database of known files and; provided the content of these files have not changed, they can be considered an exact match and can be ignored during the investigation.

The following paragraphs deal with the process for extracting the relevant file types and the recommended strategy for their examination.

Initial Extraction of files

Initially, user created files in formats such as DOC, DOCX, PAGES, RTF, open source document formats, less common formats and legacy formats that are no longer in common use, such as Lotus Word Pro were extracted for analysis. In addition, Adobe Portable Document files (PDFs) and other common "office" files such as Excel and other Spreadsheets, desktop publishing and PowerPoint files were also extracted.

It is possible to carry out a visual examination of these files using the preview option built into a Windows computer, or by opening the file in the appropriate software package. However, due to the large quantity of documents it became apparent that a more efficient method of analysis would be required.

Indexing

The more efficient method selected was to search the material using search terms devised from keywords that were known to the investigators. To facilitate this process, software known as dtSearch was provided.

This software creates an index of the extracted data and allows it to be searched using search terms and additional filters such as date and times. This software was installed on the secure laptops provided by ANSEC and instructions was provided to the investigators on its use.

It should be noted at this stage, that not all content can be indexed. This is most commonly encountered in PDF documents that contain various elements such as text in graphic file formats, often known as Image Only PDFs, scans of documents and photographs or screen captures containing documents or text.

In some cases, it may be possible to use optical character recognition (OCR) software to convert non-indexable files to searchable text. However, some files may still require manual examination.

OCR Process for Non-Indexed Files

ANSEC developed an application that will read the log file produced by the indexing software (dtSearch) and extract those files that could not be indexed, or that were only partially indexed.

These files were subjected to the optical character recognition (OCR) process to create searchable data to be indexed. This process enabled the majority of files to be subjected to the indexing process. However, as stated above, the OCR process was not successful with all files as some types of data failed the OCR process.

To address this, ANSEC developed an application to compare the original data with the OCR output data and identify files that failed the process. These files were extracted and provided for manual examination. Specialist viewing software known as Quick View Plus was provided to assist with the manual examination.

A summary of this process is shown in Figure 13.1 below:

...

Picture Files

Picture and graphic file formats were examined by the forensic examiners to determine which if any, contained written material. These are normally divided into three types. Scanned documents that have been saved as a graphic file format such as JPG, TIFF, etc. Photographs of documents that have been taken using digital cameras or smartphones and screen captures taken from digital files.

It should be noted that these files cannot be indexed as they contain pictures and not font based text. As with PDF files it may be possible to use optical character recognition (OCR) software to convert some graphics to searchable text that can be indexed. However, ultimately some pictures may require manual examination.

Manual examination of pictures can be time consuming. One option to increase the speed of analysis is previewing the images as small thumbnails to exclude non-relevant files. To facilitate this, picture viewing software was provided and instruction given in its use.

Multimedia Files

Multimedia files such as those containing audio and video were also examined. Files that may be relevant to the investigation were identified and extracted for examination by the investigators.

Email

Email messages can be divided into two main categories. Firstly, email that is stored locally on the computer or server. These emails are often stored in "containers", the most common of which are Microsoft Exchange Database (EDB), offline storage files (OST) and Personal Storage Files (PST). In

addition, individual email messages can often be saved in other common formats such as MSG, EML and EMLX files.

Secondly, email that is stored remotely and is only accessible when online. This is often referred to as web or cloud based email. The most common web based mail providers are Microsoft Outlook.com (previously known as Hotmail and Windows Live mail), Google Mail and Yahoo! Mail. In addition, within many business environments, cloud based email solutions such as Microsoft 365 are replacing local Exchange database email solutions.

The examination of web and cloud based email will be limited to messages that have been saved locally. This may be all messages or limited to only a few messages; or indeed none at all.

The forensic examiner will recover stored email messages and extract these for examination in the common MSG message format which will include any attachments. These files can also be indexed and searched. Email from exchange database files will also be converted to individual PST files for each user.

Mobile Device Backups

Another area of investigation results from the process that occurs when a user connects a smartphone or tablet device to a computer. In these cases, a backup of the data stored on the mobile device may be copied to the computer. Often it is possible to examine these backup files and obtain data that existed on the mobile device. In some cases, these backups will be encrypted and will require the password or PIN number to unlock them. Where present these backups will be extracted for examination by the investigation team.

Internet Artifacts

One of the largest sources of files on computers are Internet artifacts. This is a broad term used to describe files and records that are stored on the system when a user goes online. There are hundreds of artifacts that can be retrieved from a user's online history. Some of the most common are web browsing artifacts (including records of terms entered into search engines), communications artifacts (such as webmail, Skype and other chat activity), file sharing and file transfer activity.

Inaccessible Data

The files listed above have been extracted from the live file system on their respective device and includes deleted files that can be recovered. This does not address the issue of what is often referred to as inaccessible data. This is data that would not normally be accessible to a user of the computer and

includes areas of the file system known as unallocated clusters[2221]*, system restore points and other system files.*

This data can be examined by attempting to recover complete or partial files from it. This is a process known as data carving. This data can also be indexed and searched using keywords, although this will not be successful when dealing with files that cannot be indexed such as graphic file formats. For text based files, indexing and keyword searching has the advantage that even where a complete file cannot be recovered, partial or fragments of the file may still be found.

Specialist or Bespoke Software

During examination files were identified that relate to other specialist or bespoke software; for example, accountancy or banking applications. These applications require specialist examination. ANSEC have extracted this data for further examination by Harbinson Forensics.

Protected Files

Encryption is the process of encoding information in such a way that only authorised persons can gain access to it. A typical encryption scheme will involve readable information known as plain text, being subjected to an encryption algorithm that will generate unreadable information known as cipher text. With strong encryption it should only be possible to decrypt the cipher text using the encryption key, which is usually generated from a password.

In the vast majority of cases it is not possible to break the algorithms used in strong encryption. Therefore, the only practical technique is to recover the password. Recovering the password can be achieved using a number of different methods.

- *Requesting the password from the owner or a trusted third party.*
- *Obtaining the password from other sources such as notebooks.*
- *Using password recovery software.*
- *Using Legislation or Court Orders if appropriate.*

Protected files are files that are secured by encryption and require a password to open. These files were identified and extracted for further examination. In order to examine these files, the investigators will need to obtain the password.

2221 Unallocated clusters are the areas of the file system that do not currently have files allocated to them. However, they can contain the remains of deleted files that have not yet been overwritten. Due to the nature of material recovered from unallocated clusters, it is not always possible to attribute file names or other properties such as dates and times to them.

A large number of protected files were found during the examination. If it is not possible to obtain the password from the owner or creator of these files, attempts can be made to recover the password using software. It should be noted that depending on the complexity of the passwords used, this can be a time consuming process with no guarantee of success within a reasonable time period.

ANSEC uses Passware software to attempt the recovery of passwords from encrypted files. Passware is one of the leading tools for the recovery of encrypted files and is used by many organisations worldwide.

Although there are many different techniques, password recovery can be divided into two broad categories; dictionary attacks and brute-force attacks.

Dictionary attacks use a list of known passwords in an attempt to unprotect the file. Dictionaries can be provided by the software vendor or can be custom made by the forensic examiner, using information available from known sources. Dictionary attacks are usually the fastest method of recovery but rely on known passwords being used and the quality of the information available to compile the dictionary.

Brute force attacks rely on calculating every possible combination that could be used to make up a password. Clearly this will take much longer than a dictionary attack and success will be dependent on the complexity of the password and the speed of the computers used.

Other more advanced techniques, such as Xieve attacks, which use a combination of dictionary and brute force have been developed to refine brute force attacks in an attempt to increase their chances of success.

Figure 13.2 below outlines the password recovery process.

...

One common question in relation to password recovery is "how long will it take". There is no standard answer to this question as many variables are involved such as the length, complexity and unpredictability of the password used. This is often referred to as the strength of the password. In addition, the software and hardware used to attack the password will also have an impact on the time taken[2222].

[2222] ANSEC use a combination of Intel Xeon central processing units (CPU) with NVIDIA graphics processing units (GPU). In addition, distributed network attacks, that allow all computers on a network to share their processing power, are also used.

The strength of a password will greatly increase the length of time for recovery. For example; a six-character password such as secret, contains only six lower case letters and uses a character set of 26. This gives 26^6 or 308,915,776 (three hundred and eight million, nine hundred and fifteen thousand, seven hundred and seventy-six) possible passwords. This could be recovered within a few hours, depending on the speed of the computer used[2223].

However, a twelve-character password, with lower case letters, upper case letters and numbers, such as Password1234, has a character set of 62. This gives 62^{12} or 3,226,266,762,397,899,821,056 (we will call this over three sextillion) possible passwords. This could take many years, decades, or even centuries to be recovered; depending on the speed of the computers used.

With strong passwords and no other available information, it may be computationally infeasible to recover the password.

ANSEC forensic examiners have liaised with Harbinson Forensics and initially it was decided that ANSEC would carry out a dictionary attack to recover as many passwords as possible.

The dictionary used, consisted of the Passware default dictionaries, other common dictionaries that were downloaded from the Internet and a bespoke dictionary that was created using words obtained from the case data. To assist this process, Harbinson Forensics investigators searched for passwords that had been saved in plain text within documents or emails. Where these were found they were added to the bespoke dictionary to be used in the password recovery process.

Once the dictionary attack had been completed, brute force attacks were attempted on specific files that were identified by the Harbinson Forensics investigation team.

Production of Data for Analysis

All extracted data has been provided to the Harbinson Forensics investigation team for analysis. The data has been provided in a number of formats, which are summarised below:

2223 This assumption is based on a brute force attack where all possible combinations must be tried. In a real world scenario, a password like this would be recovered within a few seconds as it would appear in dictionaries used for password recovery.

- *Indexed data for searching using dtSearch software.*
- *OCR data that has been indexed for searching using dtSearch.*
- *Non-indexable files for manual examination.*

The extracted material provided to Harbinson Forensics is listed in table 14.1 below:

	Name of Package	Description of Package
1	Items from Magistrate	Original data provided to HF from Magistrate
2	Government Emails	Emails from Government mail server
3	Technoline	Data from Technoline, Vassalo & Gatt computers
4	Technoline Emails	Emails from Technoline mail server
5	Keith Schembri	Data from Keith Schembri's devices
6	Stephanie Bianco Emails	Email messages from Nexia BT mail server
7	APR21 Scanned Documents	Data scanned by HF in April 2021
8	Nexia SharePoint	Data from Nexia BT SharePoint (cloud data)
9	Nexia PST Emails	Data from Nexia BT mail server
10	Nexia Computers	Data from Nexia BT computers
11	Various USB Devices	Data from Nexia BT USB devices
12	Sladden Family	Data from Sladden family computers
13	Konrad Mizzi	Data from Konrad Mizzi devices
14	Pilatus Computer	Data from Pilatus bank computers
15	Christopher Spiteri	Data from Christopher Spiteri devices in July 21
16	JUL21 Scanned Documents	Data scanned by HF in July 2021
17	AUG21 Scanned Documents	Data scanned by HF in August 2021
18	SEP21 Scanned Documents	Data scanned by HF in September 2021
19	Nexia Server Part 1	Data from Nexia BT file server
20	David Meli	Data from Dr David Meli devices
21	Items from Magistrate	USB devices from Magistrate in September 2021

22	OCT21 Scanned Documents	Data scanned by HF in October 2021
23	Pilatus Servers & Computers	Data from Pilatus bank servers and computers
24	Sept21 Computers	Data from Steward Healthcare in September 2021
25	July21-RDT11 Re-indexed	Re-indexed data from Christopher Spiteri device
26	Nexia Server Part 2	Data from Nexia BT file server
27	Meli Phone Docs	Data from Dr David Meli mobile phone
28	Nexia QNAP Mail	Email from Nexia Mail Server on QNAP NAS device
29	NOV21 Scanned Data	Data scanned by HF in November 2021
30	SEP21 OCR Data	OCR data from September 21 searches
31	July 21 Protected Files	Un-protected files from July 21 searches
32	Sept 21 Protected Files	Un-protected files from September 21 searches
33	Deguara Data	Data from Dr Kevin Deguara
34	JUL21 OCR Data	OCR data from July 21 searches
35	Deguara OCR Data	OCR Data from Dr Kevin Deguara
36	JAN22 Scanned Data	Data scanned by HF in January 2022
37	January 22 Data	Data from January 22 searches
38	January 22 OCR Data	OCR data from January 22 searches
39	March 22 Re-Scanned Data	Data re-scanned by HF in March 22
40	April 21 OCR Data	OCR data from April 21 searches
41	April 22 Re-Scanned Data	Data re-scanned by HF in April 22
42	April 21 Tonna & Cini	Data from Brian Tonna & Karl Cini devices
43	April 21 Nexia PST files	Email from Nexia BT mail server
44	Court USB Data	Data from USB devices provided by Court
45	JUNE22 Scanned Data	Data scanned by HF in June 2022
46	APR21 Pilatus data	Data from Pilatus computers & servers from April 21
47	April 21 Castagna & Cini	Data from Manuel Castagna & Karl Cini devices

48	Speed OCR Process	OCR process on data that had failed to OCR previously
49	April 21 Protected 1	Un-protected files from April 21 searches
50	KS Internet Artifacts	Internet data from Keith Schembri devices
51	Technoline Internet Artifacts	Internet data from Technoline, Vassalo & Gatt devices
52	April 21 Protected 2	Un-protected files from April 21 searches
53	April 21 Protected 3	Un-protected files from April 21 searches
54	KM Internet Artifacts	Internet data from Konrad Mizzi devices
55	April 21 Pilatus Protected	Un-protected files from April 21 searches
56	Nexia Backups 1	Data from Nexia Veeam Backups
57	Nexia Backups 2	Data from Nexia Veeam Backups
58	Nexia Backups OCR	OCR process on data from Nexia Veeam Backups
59	November 22 USB	USB devices from Court sittings in November 22
60	April 21 Internet Artifacts	Data from Internet activity on computers in April 21
61	November 22 USB	USB devices from Court sittings in November 22
62	Nexia Backups Protected	Un-protected files from Nexia Veeam Backups
63	Jan 22 Internet Artifacts	Data from Internet activity on computers in January 22
64	KM MB01	Data from Konrad Mizzi mobile phone
65	January 23 USB	USB devices from Court sittings in January 22
66	Jan23 Scanned Data	Scanned documents from January 23

Table 14.1 Extracted Material

In order to facilitate the examination of the extracted material, ANSEC has created a storage and analysis solution for the investigators. This involved the provision of a file server for the storage of data and secure laptop computers on which they could carry out their analysis. All hardware was secured with full disk encryption and was installed with no Internet or external network capability.

Once ANSEC has copied data to the server a member of the Harbinson Forensic team is responsible for copying it to encrypted USB hard disk drives, which are distributed to the team for analysis using their secure

laptops. This is necessary as the data is too large to be contained on an individual laptop.

Figure 14.1 below shows the process in a flowchart format.

...

The investigation team at Harbinson Forensics will examine the extracted data and produce their findings to the Inquiry. They will identify any files used in their findings to the digital forensic examiners at ANSEC, who will confirm the files' location in the digital data and produce a digital copy of the file with its full name and path.

Fit-**22 ta' April 2024**, il-Forensic Accountant Miroslava Milenovic ippreżentat ir-Relazzjoni tagħha li qed tiġi mmarkata bħala Dok. "MM". Wara li semgħet ix-xhieda inġunti tul il-kors ta' din l-Inkjesta, ikkunsidrat id-dokumenti esebiti minn tali xhieda u kkunsidrat id-data miġbura tul il-kors ta' din l-Inkjesta, il-Forensic Accountant Mirolsava Milenovic ikkonstata u ikkonkludiet is-segwenti:

1. Introduction

1. *In October 2019, a Magisterial Inquiry number 839/19 was opened by Magistrate Dr Gabriella Vella in relation to the acquisition of Technoline Limited by Ivan Vassalo / Gateway Solutions Limited. On 29/11/2019 this inquiry extended to the Maltese hospital concession, the concession of the Gozo General Hospital, St. Luke's Hospital and Karen Grech Hospital by the Government of Malta (GoM) to Vitals Global Healthcare Limited, subsequently transferred to Steward Health Care System LLC (Steward). The inquiry also related to the involvement of Ministers Mizzi, Cardona and Scicluna.*
2. *On 16 October 2019, Magistrate appointed me, Miroslava Milenovic, as a Forensic Accountant for the purpose of examining all documents, documentation, information, data including electronic data and the contents of all electronic devices obtained, exhibited and/or seized during the course of this Inquiry.*
3. *In July 2020 National Audit Office ("NAO") revealed part 1 of its Report, an Audit of the tender process relating to the concession awarded to Vitals Global Healthcare (VGH) by Government of Malta.*
4. *Also, in July 2020, NAO published an Addendum to its previously mentioned Report because on 14 July 2020 the Office of the Prime Minister submitted to NAO, a Memorandum of Understanding (MoU) dated 10 October 2014. As a result of the Addendum, the Report on the hospital concessions stated that the award by GoM of the concession to VGH was fraudulently contrived (see paragraph 71 of the Addendum)*

and involved improprieties and collusion between VGH and GoM in relation to the procurement process.

5. *In December 2021 National Audit Office ("NAO") revealed part 2 of its Report, by a review of the contractual framework of the concession awarded to VGH by GoM.*
6. *On 24 February 2023 the First Hall, Civil Court held that the Concession had been fraudulently awarded and rescinded and annulled the Concession Contracts. This was appealed the next month by Steward with details of their reasons provided on their web site.*
7. *On 28 April 2023, Law firm Compass Rose Legal Group PLLC, Washington DC, USA submitted Disclosure of that law firm[2224] to the member of the Parliament of Malta, Mr Mark Anthony Sammut, and he submitted the same to the Magistrate on 31/05/2023. Disclosure (Dok MS1 to MS5) is about Steward's unlawful activity with the GoM. The same law team stated that similar disclosure had already been made to the United States Government, specifically to the US Department of Justice and the US Securities and Exchange Commission, alleging that Steward engaged in substantive violations of the Foreign Corrupt Practices Act (FCPA) in their interaction with Maltese government.[2225]*
8. *In May 2023 National Audit Office ("NAO") revealed part 3 of its Report, dealing with Steward's control of the concession following the transfer of it to Steward.*
9. *On 23 October 2023, The Court of Appeal, in case 133/2018 found that the Concession needed to be annulled and found collusion between Steward and senior government officials or its Agencies.*
10. *The Court of Appeal stated that Vitals and Steward, the Concessionaires remained the same. "Whether they are known by the name Vitals or whether they are known by the name Steward, they are one and the same and the deals they carried out remained one and the same."*
11. *Also, The Court of Appeal found Collusion between the Concessionaires and the highest ranks in the Government or its Agencies. The Court of Appeal did not agree with the First Court that there was fraud on the part of Steward and naivety on the part of the Government. It believed that the whole deal involved collusion between Vitals/Steward and the highest ranks of Government and Government Agencies, aimed at giving rise to simulated contracts which weren't really aimed at giving a better service within the Health Sector but were for other reasons and objectives. From the very beginning it was clear that the intention of the Government and the companies involved was not aiming to improve the Health Sector but really for something else. It was clear from the very beginning that the Hospitals Concession was*

[2224] Based on Mr. Ram Tumuluri documents and testemonies

[2225] Letter signed by Andrew Bakaj, Managing Partner of Compass Rose Legal Group PLLC to Mr Sammut

not a feasible project and, in reality, was not intended to bear the fruit it was proposed to bear. It is very disconcerting that after the bidder was chosen, there was no need felt for proper due diligence to be carried out on the bidders.

12. *It is also stated that "...these facts strengthen the opinion that the real aim behind the contracts was not to improve the health sector but for public funds to end in the pockets of the contracting companies." The Court of Appeal reiterated that the contracts were simulated and vitiated by collusion.*

2. *Important Events*

13. *April 2014 Konrad Mizzi becomes Minister for Energy and Health*

14. *GoM Project Team start working on PPP initiatives*

15. *On 10 October 2014 MoU was signed by Ashok Ratttehalli, Mark Edward Pawley, Mohamed Shoaib Walajahi and Shaukat Ali[2226] with GoM*

16. *On 27 March 2015 Projects Malta publish Request for proposal (RFP) for health services concession*

17. *On 23 June 2015 Healthcare Services Concession was awarded to VGH.*

18. *On 15 February 2016 Daphne Caruana Galizia published commentaries on Konrad Mizzi's, Keith Schembri's and Joseph Muscat's involvement (together with Brian Tonna and Nexia BT) in creation of shell companies established in Panama and trusts established in New Zealand*

19. *On 1 April 2016 the Hospitals were transferred to the Concession*

20. *On 1 June 2016 VGH[2227] took over the operating of the Concession Hospitals*

21. *21 December 2017 Bluestone Investments Malta Limited[2228] agreed the transfer shares of VGH to Steward*

22. *16 February 2018 Sale of VGH to Steward[2229] was completed.*

23. *18 May 2018 The Concession companies changed their names from Vitals to Steward*

24. *In July 2020 National Audit Office revealed part 1 of the Audit Report related to the procurement process.*

25. *In December 2021 National Audit Office revealed part 2 of the Audit Report related to a review of the contractual framework.*

[2226] See Appendix II

[2227] See Appendix III

[2228] See Appendix I

[2229] See Appendix IV

QORTI TAL-MAĠISTRATI (MALTA) Vol 6
COURT OF MAGISTRATES (MALTA)

wla 6
'all

tal-Maġistrati (Malta)
MAĠISTRAT Maġistrat Dr. Gabriella Vella LLD
Magistrate

Procès-Verbal

dwar
regarding

l-Atti ta' l-Inkjesta dwar ir-Rikors Ġuramentat ta' Marion Pace Asciak, detentriċi tal-Karta ta' l-Identità bin-umru 315654(M), Robert Aquilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), Vicki Ann remona, detentriċi tal-Karta ta' l-Identità bin-Numru 421080(M), Simon Sansone, detentur tal-Karta ta' l-lentità bin-Numru 33276(M), Pia Zammit, detentriċi tal-Karta ta' l-Identità bin-Numru 219368(M) u manuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 560176(M) fisem "Repubblika", assoċjazzjoni eġistrata bħala persuna ġuridika mar-Registratur għal Persuni Ġuridiċi, ippreżentat fit-13 ta' Mejju 2019 uddiem il-Maġistrat Dr. Claire L. Stafrace Zammit u degretat fit-18 ta' Lulju 2019 u dwar ir-Rikors għall-*in enere* ta' Emanuel Delia, detentur tal-Karta ta' l-Identità bin-Numru 0560176(M) u n-Nutar Dr. Robert quilina, detentur tal-Karta ta' l-Identità bin-Numru 313178(M), fisem Repubblika organiżżazzjoni reġistrata iar-Reġistratur għal Persuni Ġuridici bl-ittri "L" "P" "A" u numri wieħed tnejn tnejn (LPA-122) u mal-ummissarju għall-Organiżżazzjonijiet Volontarji bl-ittri "V" "O" u numri wieħed sitta sebgħa zero (VO 1670) ppreżentat quddiem il-Maġistrat Dr. Dorren Clarke u minnha ddegretat fis-6 ta' Novembru 2019 u lterjorment iddegretat mill-Qorti Kriminali fid-29 ta' Novembru 2019.

Data tal-Procès-Verbal _____
Date of the Procès-Verbal

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Karti miktubin numru 1001 - 1255 .
Written papers no.

Oġġetti esibiti:-
Objects filed:-

26. *On 24 February 2023 the First Hall, Civil Court held that the Concession had been fraudulently awarded and rescinded and annulled the Concession Contracts.*

27. *In May 2023 National Audit Office revealed part 3 of the Audit Report related to Steward Health Care's control of the concession.*

28. *On 23 October 2023, The Appeals Court ruled, the Concession be annulled and found collusion between Steward, senior government officials or its Agencies.*

3. Corruption allegations

29. *Cases of corruption in organizations, government bodies and / or Government are often first discovered internally. Those working inside organizations will usually have the best access to information and knowledge that is critical for identifying cases of corruption.*[2230]

30. *Taking into the consideration the fact that corruption is usually detected internally, of great importance to this Inquiry are Reports made by Auditor General*

31. *Corruption cases committed by powerful politicians or high-ranking officials, usually leave little if any evidence at the "crime scene" which makes it difficult for investigators to obtain the cooperation of witnesses and suspects. Investigation of large-scale corruption cases demands perseverance, knowledge, experience, expertise and organizational strength of all relevant authorities in the country where corruption was committed* [2231]

32. *Political corruption is the use of powers by government officials or their network of contacts for illegitimate private gain. Forms of corruption can vary, but can include bribery, lobbying, extortion, cronyism, nepotism, parochialism, patronage, influence peddling, graft, and embezzlement. Corruption may facilitate criminal enterprise such as drug trafficking, money laundering, and human trafficking, though it is not restricted only to these activities.*[2232]

33. *Some forms of corruption – now called institutional corruption are distinguished from bribery and other kinds of obvious personal gain. For example, certain state institutions may consistently act against the interests of the public, such as by misusing public funds for their own interest, or by engaging in illegal or immoral behaviour with impunity. Bribery and overt criminal acts by individuals may not necessarily be*

[2230] UNODC – Module 6, Detecting and Investigating Corruption

[2231] UNAFEI – Kenichi Kiyono, Deputy Director, Best practice for Investigation of Corruption

[2232] Wikipedia

evident, but the institution nonetheless acts immorally as a whole. The mafia state phenomenon is an example of institutional corruption.[2233]

34. *An illegal act by an officeholder constitutes political corruption only if the act is directly related to their official duties, is done under cover of law or involves trading in influence.*

35. *A kickback, usually but not always, is in the form of money passing between parties involved in illicit activities in return for facilitating a transaction or supporting one party. Kickback is generally solicited by the 'receiver of the services/ contracted party' side in the form of a percentage of the value of a contract/transaction over time (e.g. "10% of the revenues paid back to the decision maker" or "hidden 10% share in the company involved in the project"). However, as a negotiation, it can be solicited by either side. Kickbacks are generally paid in monetary form (but not exclusively), calculated on percentage value, and paid as cash or by monetary instrument. Often terminology used is negotiated 'secret commission'.*

36. *Unlike a kickback, a bribe is usually solicited by the 'offeror / contracted party' side in the form of an offer of money or something of equivalent value (gift, 'loan', 'donation', 'travel' and similar) up front as an inducement to the "receiver of the services/ contracted party" to choose this "offeror/ contracted party".*

37. *It can be also solicited by the 'receiver /contracted party' side in the form of a demand for a secret payment from "offeror/bidder/ contracted party" to secure contract/transaction - this is when it is synonymous with extortion.*

3.1. Investigation methods for corruption allegations to be proved

38. *Based on the factual circumstance of each case, there are several 'standard' investigation techniques for investigating corruption allegations:*

3.1.1. Benchmark contract pricing

39. *The benchmark contract pricing to purchase costs is based on the assessment of the percentage of kickback [based on assumption that corrupt payment will be added to contract price].*

3.1.2. Procurement process analysis

40. *Assessment of the credibility of decision making for selection of offeror/ bidder/ contracted party [bias is often discernible and can be used to leverage further enquiries, identification of cooperating witnesses etc.].*

[2233] Wikipedia

3.1.3. Accounts analysis

41. The accounting analysis is used to determine how commission payments are made, very often hidden in vague line items, intangible services or vague invoice details. Includes detailed analysis of support/rationale for selected (red flag) payments/invoices. Kickbacks are often hidden by inflated, false, product or services substituted invoices, usually for intellectual services or other "general" services or made to entities with opaque ownership and/or offshore registration.

3.1.4. Relationship analysis

42.Relationship analysis is used to assess 'closeness' of receiver of the services /offeror through their activities or contact (particularly at contract negotiation stage but also later during operation of contract) that raise red flags. Kickbacks often involve a 'continuing' relationship, at least at the negotiation / contract / transaction/payment level so must be investigated over time.

3.1.5. Banking analysis

43.The analysis is based on identification of accounts and analysis of red flag transactions.

3.1.6. Key concepts (initial assumptions) to aid investigation

44.Kickbacks are often paid on a continuing basis so occur over a period of time during the operation of a corrupt contract; supported by accounting fraud to hide the payments and so often (knowingly or unknowingly) involve other people in the process; because 'payments' generally involve 'money' or 'money equivalent' as opposed to some sort of 'payment in kind' (e.g., some sort of service provided).

45.Kickbacks can also be paid as a lump sum at any time during the negotiation or operation of a contract. In such cases there is no practical difference in the investigative process between a kickback and a bribe as what occurs is often a single transaction, in cash or equivalent. That differs only in terms of the subtle identification of which side solicited the payment – kickbacks generally originating on the buyer/receiver side; bribes generally originating on the seller/offeror side. Investigation of this sort of situation requires very specific evidence of a payment in exchange for a specific corrupt act.

46.An additional category of corrupt relationship involving kickbacks, however, relates to 'syndicate' behavior where the simple identification of a payment in exchange for a specific corrupt act is difficult to make. This sort of behavior is more associated with organisational corruption as defined under statutes like the US Racketeer Influenced Corrupt Organisation Act (RICO). Here, corrupt payments are made in deference to the overall corrupt relationship and in respect of multiple acts at different times so that the attempt to match a 'specific payment' with a

'specific act' possibly misses the wider conspiracy in such relationships as evidence may not exist that provides for an immediate matching between 'payment' and 'act'. This sort of situation is exemplified where members of a syndicate divide the proceeds of a criminal activity without necessarily contributing directly to that particular activity.

47. *Because of all above mentioned, in this inquiry a lot of government institutions and /or government officials, banks and / or their employees and state enterprises and/or their employees tried to make it impossible to discover what actually happened in relation to the Hospital Concession. Just some examples are stated here, some other examples are citied in the report, but I wish to stress at the outset the huge obstruction and/or non-cooperation by institutions which are obliged to be active parts of a preventive wall against Money Laundering and terrorist financing according to the FATF[2234]. Even, though the Members of the European Parliament, of which Malta is a member, decided that persons with legitimate interests, such as journalists, reporters, media and civil society organisations, higher education institutions, not to mention Magistrates, Prosecutors, Judges, should be able to access the various register, we struggled to obtain accurate information in this inquiry because of widespread obstruction and an absence of cooperation.*

48. *Identity Malta could not find any records of Shaukat Ali even though there is plenty of evidence that he held a Residency Card and a Maltese Passport. Identity Malta was represented in the court on 24/08/2021 and 05/10/2021 and did not provide clear data, Magistrate was obliged to go for the seizure of the documents. This is just an example and is illustrative of why this inquiry has taken so long, because of obstruction and non-cooperation.*

49. *Examples of obstruction or inadequate cooperation or/and non-cooperation are:*

- *Testimony of Mario Galea from Malta Enterprise on28/08/2020 (he stated he could not recall important facts even though others testified[2235] he was involved),*
- *Public Registry findings*

  Dr. Marita Pace Dimech from Public Registry testified on 24/11/2021 and stated no trace could be found of any of the persons named as subject relevant to this inquiry. PR could not find any property registered in any subject names, even though information obtained elsewhere in the inquiry showed that properties were obtained by the same named individuals. On 20/01/2022 Public Registry stated another search had been made, with some results,

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[2234] Financial Action Task Force (FATF) is a global money laundering and terrorist financing watchdog. Malta is a member of FATF

[2235] Testimony of Chris Fearne

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giving an inadequate explanation of why that was not disclosed in the first search and in Dr Dimech's evidence on 24/11/2021. Even now, there is room for doubt if everything has been disclosed.

In seized documents on 06/09/2021 in the office of the David Meli,[2236] in a black file with the name "Shaukat Ali, Shaukat Aasia" it was found that Aasia Parveen, wife of Shaukat Ali bought apartment T9F no 8 and garage C201 in Preti Court, Tigne Point, Sliema for the purchase price of EUR 953,761.94. Midi plc[2237] paid the purchase price in a name of Aasia Parveen. It is recommended that potential tax evasion should be investigated.

- *BoV*

  Frequently provided inaccurate data/ information. Twice, data was provided with passwords which did not work. They have stated some transactions did not exist and then, afterwards, admitted they did exist. Also, they provided the Inquiry with inaccurate documentation relating to issued cheques of Gateway in the Technoline case.

- *Identity Malta*

  Identity Malta was provided with a list of names to search their files for ID cards and/or passports issued by Malta. In the court sitting on 24/08/2021, they disclosed limited data. For Wajid Ali[2238] a residency permit 0080542A and Passport number 182472 granted with a new residency card issued on 16/11/2018. Mohammed Shoaib Walajahi was said to be the holder of Passport number AQ6789063. It transpires that his residence number is 0130804A[2239]. He has a permit which is approved based on self-sufficiency and his permit is suntil valid. For Ram Tumuluri, a Canadian Passport, IM needed more information, even though in that time he was a well-known investor in published articles. For Armin Ernst IM did not find any records.

  In the another sitting on 05/10/2021 a different witness came (usual tactic from all asked to provide data). IM provided details in relation to Assad Ali, holder of residence number 267617(L), Wajid Ali 80542(A)[2240], Aasia Parveen holder of residence number 60627(A), Mohammed Walajahi 0130804(A)[2241] as well as Ram Tumuluri, holder of residence number 155737(A). For others they did not find but also, they did not exclude possibility "...that the others are in the

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[2236] Dok SFX 3

[2237] Darren Azzopardi represented MIDI plc in front of the notary Mark Cuppini

[2238] Dok IM1

[2239] Dok IM2

[2240] Similar but not same documents as provided first time by IM

[2241] Similar but not same documents as provided first time by IM

archives. In fact, we're still doing the thorough search because obviously, once they are in the system, the files must be there. I'm exhibiting the files in relation to 60627(A) and 155737(A) but I would like to ask the Court if it is possible also to give us some more time to find the others.... we haven't retrieved any information in relation to Assad Ali, Armin Ernst, Mark Pawley and Michael Callum. ... we have not retrieved any details, no physical file and no information on ADAMS, which is our system."

They could not find any file or record of Shaukat Ali despite it being known that SA opened a resident bank account. Shaukat Ali had residency permit MT0031719 and on it is stated that it was issued according to the Residence Permit Scheme (referring to the "Golden Visa"). Also, in possession of the Inquiry was an Identity Card issued for Shaukat Ali number 0320515L issued by Identity Management Office. That Identity Malta (IM) did not find any records, is of great concern, posing the obvious question of how many Passports and Identity Cards were issued without keeping any records. This may be deemed worthy of future investigation.

During the search of Christopher Spiteri's Office on 12/07/2021 in the file "Shaukat Ali"[2242] *it was found that Spiteri, as registered auditor, gave a personal recommendation to Carmelo Abela, Minister for Home Affairs and National Security, for Shaukat Ali and his family in order to have residency permit.*

During the search on 19/01/2022 in Identity Malta [2243] *there were found the following files: green file with number 80542A with name Ali Wajid Shaukat, green file with number 4148/2012 with name Wajid Shaukat Ali, green file with number 60627A with name Aasia Parween, pink file with number 0155737A with name Tumuluri Sri Ram, blue file with number 165810A with name Ernst Armin Friederich Eberhard (Germany) and green file with number 770969 with name Ali Asad.*

In the file of Ali Asad, it was found from Public Registry Malta number 0287864 signed by Ruth Cachia, that Shaukat Ali is a father of Asad Ali and the holder of Maltese residency card number 0320515L, which file Identity Malta do not have or could not find, valid from 05/09/2015 until 05/09/2025. Also, in the same file it was found in Certificate number 2244, issued by Inland Revenue Department Malta on 21/03/2012, that Aasia Shaukat, Pakistan, was being granted a permanent residence certificate under Regulation 2 of the Residence Scheme Regulations, 2004. Her dependents were stated as Ali Shaukat, spouse, Zainab Shaukat, daughter, Maryann Shaukat, daughter, Ali Shaukat, son,

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[2242] Seizure form 08076

[2243] JS6 – Evidence Bag XC 00062544

Wajjid[2244]Ali, son and Asad Ali, son. In the printed history of Aasia Parveen Shaukat comments for recommended for approval were hidden.

In the file of Armin Ernst, he was presented as the holder of a Germany residency card not USA and as the CEO of Vitals. He obtained a residency card of Malta.

Regarding the file of Ram Tumuluri, it was found that on 15/06/2016 Senior Inspector Victor Aquillina, from Immigration Section in Police General Headquarters, sent a request to regularize the position and to proceed with Identity Malta for Sonya Tumuluri, Neha Tumuluri, Bethany Young and Saba Binte Abbas. In a printed history of RT it is stated that on 29/09/2017 was approved for 2 years as instructed. Also, it is inserted a lot of recommended approvals with hidden comments.

Even Identity Malta could not find any records regarding Shaukat Ali, lot of information were found in the files that were seized on 10/01/2022 in Identity Malta. Shaukat Ali Chaudhry with the number 0106666A and file number 34278/2014/non-EU applied with the Pakistan passport CC4196284. Recommendation was granted by Immigration Police as stated in his file.

- *Tax Authorities*

  On 04/10/2021 Joseph Debono gave testimony obo Commissioner for the Revenue, but he did not have answers to all he was asked. He was ready to testify only regarding Tax Returns for requested persons even though the request was much broader.

  On 21/06/2023 Tax Authorities were asked to produce any audit, assessment and report regarding named persons. Unfortunately, again, they did not do so at all in some cases, or they did not submit to the Inquiry full requested data.

- *Malta Enterprise*

  Role of Malta Enterprise in Due Dilligence is still unclear.

  In the testimony of Mario Galea, he said nothing about Mosaic Advisors role. Mosaic Advisors had previously provided DD in October 2014 to Malta Enterprise. On 20/06/2016 Mosaic advisors sent updated DD which again raised question about Ram Tumuluri, Bluestone, Oxley Group knowledge, financial and expertise capabilities for big projects to be granted in Malta.

  On 20/06/2016 Charles More from Mosaic Advisors sent an email (seizure form 08086 from 06/09/2021, grey file) to Mario Galea

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[2244] Not Wajid ...Wajjid is on the certificate

with completed report on Bluestone. Mario Galea and ME did not mention this, underlining that they were not involved at all.

Also, in the same grey file, it was found correspondence with Malta Enterprise and National Audit Office. Taking into the consideration what was found and seized there are indicators that Kurt Farruga, CEO of ME did not want to disclose all documents and that they asked for advice from the Attorney General of Malta. One more example how different institution were connected in non-cooperation.

- *Projects Malta*

  They presented only bids and Evaluation Report claiming that that is everything what they have. They never presented: Minutes of the Meeting of the Board, correspondence related to the drafting of the RFP, engagement letters of the consultants and other documentation to clarify their role and timeline of events.

  According to the testimony of Adrian Said, Executive Chairman of Projects Malta, he believed that Projects Malta does have a file concerning the Hospitals Project, since files were kept regarding everything. He, also, believed that several emails in his possession were never presented to the NAO.

4. The Hospital Concession

50. The RFP for the Hospital Concession was issued on 27/03/2015. Bidding was closed on 19/05/2015 and the Concession was awarded on 09/09/2015 to "Vitals Healthcare Ltd" / "Bluestone".

51. The Concession Agreement was signed on 30/11/2015 and titled "Services Concession Agreement for the Redevelopment, Maintenance, Management and Operation of the Sites at St Luke's Hospital, Karin Grech Rehabilitation Hospital and Gozo General Hospital" between "The Government of the Republic of Malta" and "Vitals Global Healthcare Ltd", "Vitals Global Healthcare Assets Ltd" and "Vitals Global Healthcare Management Ltd".

52. There are indications of several MOUs[2245] and other corporate activity that predate the RFP that appear to be relevant to the Hospital Concession. Among others are MoU dated 10/10/2014 and MoU dated 23/11/2014, both prior the date RFP was published.

53. On 10/10/2014, an MoU between "GoM" and "Pivot Holdings Ltd" (represented by Shaukat Ali Abdul Ghafoor aka Chaudry & Mohammad Shoaib Walajahi); "AGMC Inc" (represented by Ashok Rattehalli) and "Bluestone Special Situation 4" (represented by Mark Edward Pawley) was signed.

[2245] MoU – memorandum of understanding

54. *It is notable that "Pivot Holdings Ltd" was incorporated only the day before entering this MoU.*

55. *Christopher Spiteri[2246] in his testimony on 18/05/2021 stated that when Shaukat Ali and Shoaib Walajahi discussed setting up the companies they already had in their possession plans for proposed development of Gozo General Hospital*

56. *The MoU relates to the setting up of a Gozo Medical Complex and signatory from the Government side was Mr. Christian Cardona, then Minister for the Economy, Investment and Small Business*

57. *On 09/11/2014 "Bluestone Investments Malta Ltd" was incorporated in Malta (C 67975) with "Bluestone Special Situation 4" as the only shareholder.*

58. *According to the testimony of Christopher Spiteri[2247], Ram Tumuluri was the front man for the companies established by Shaukat Ali and Shoaib Walajahi.*

59. *On 23/11/2014 an MoU between Dr Ambrish Gupta and the "Investor Group" represented by "AGMC Inc" (Rattehalli), "Bluestone Special Situation 4 Ltd" (Pawley) and "Portpool Investments Ltd" (Sri Ram Tumuluri) was signed for the proposal to build, develop, and manage healthcare projects in Malta.*

60. *It is notable that this is the first appearance of Ram Tumuluri who was not present on the prior MoU of 10/10/2014 with "Portpool" replacing "Pivot Holdings" and Tumuluri replacing Chaudry and Walajahi. Part of the terms of the MoU was that the parties agreed to work collectively to raise the equity and debt funds to complete the project (and) establish an "investor SPV" to hold 70% of the project (and) an SPV "asset holdco" and an "operations holdco". It is notable that the Project Description is very similar, although not exactly the same, as the Concession eventually awarded to "VGH".*

61. *Some of the detail of this MoU was reported as follows: Shareholding / initial investment in Investor SPV (holding 70% of the overall Project):*

a) *"BSS4" – 25% (Pawley) - to match Gupta's USD 300,000.00 "some time in Jan 2015"*

b) *"AGMC" – 25% (Ashok) - to match Gupta's USD 300,000.00 "some time in Jan 2015"*

c) *Dr. Ambish Gupta / or assigns – 25% - investing USD 300,000.00 - covering bulk of pre-project costs*

i. *plus, promissory note to pay USD 150,000.00 up front upon signature (intended to be 24/11/14)*

[2246] Christopher Spiteri had professional relationship with Shaukat Ali from 2012

[2247] Testimony was given on 18/05/2021

ii. *balance following inspection in Malta from 14/12/2014 until 19/12/2014 (with right to withdraw and get repaid following the visit)*

d) *"Portpool" – 25% (Tumuluri) - to match Gupta's USD 300,000.00 "some time in Jan 2015"*

62. *Pre-project costs scheduled - USD 500,000.00 estimated with USD 160,000.00 required "immediately". This estimate included specifically referenced items as follow:*

a) *PWC – USD 100,000.00*

b) *Heery Architects – USD 170,000.00*

c) *Building Consultants – USD 30,000.00*

d) *AGMC – USD 30,000.00*

e) *"Local Malta Consulting" – USD 30,000.00*

f) *"Project Management" – USD 30,000.00*

g) *Legal – USD 50,000.00*

h) *Incorporation – USD 10,000.00*

i) *Travel and Entertainment – USD 50,000.00*

63. *"Ashok" / "AGMC" entered a "Loan Note" to Gupta per his 401K (Medical Associates of Northern Virginia, Inc Profit Sharing Plan) - documenting total investment of USD 300,000.00 as a loan by "AGMC" - understanding that the Promissory Note would terminate once Gupta got his 25% of the Investor SPV.*

64. *It is notable that the MoU signed by investors with the Government on 10/10/2014 and MoU dated 23/11/2014 are different in a sense of signatories but also with the scope of the project. First MoU refers to the operation and development of Gozo General Hospital (GGH) whereas second one MoU refers to the same GGH project plus potential acquisition of St Philip's Hospital and/or St Luke's Hospital*

65. *According to the testimony of Chris Fearne (CF) on 22/06/2023, he was not involved in the MoU and he asked Konrad Mizzi (KM) who told him that he did not know anything either. When the MoU was signed Chris Fearne was Parliamentary Secretary for Health and from 2017, he was appointed as Minister for Health.*

66. *According to the testimony of Adrian Said, Executive Chairman of Projects Malta from September 2014 to June 2015, he clarified that the Permanent Secretary, at the time, August/September 2014 was Chris Fearne, had summoned a number of persons from the Ministry, including the CFO of Projects Malta, to discuss how St. Luke's Hospital could be converted into a rehabilitation hospital. Adrian Said, said he believed that this idea was prompted by the war in Libya at the time, with the aim of opening a rehabilitation hospital for Libyans. On the 08/10/2014, Chris*

Fearne had declared that "Government planning to call an expression of interest for St. Lukes", whilst the tender was issued in March 2015.

67. *An email received by Joseph Muscat (JM), then Prime Minister, on 27/05/2016 from Shiv Shankaran Nair (email JM forwarded to Keith Schembri (KS) around twenty minutes later). In this email the roles of Ram Tumuluri, Vitals and Bluestone are explained as follows:*

"...They (Global Healthcare) have serious doubts about the person who brought them the project, an individual named Sri Ram Tumuluri, a Canadian, born in India. Their other doubt is the legitimacy of Vitals Global Healthcare (VGH) which has no track record in any healthcare project... In addition to Sri Ram, another legal representative of Bluestone Investments Malta is a Mark Edward Pawley who resides in Singapore. Both Sri Ram Tumuluri and Mark Pawley are listed as Directors... To raise further doubt, Bluestone Malta is supposedly owned by Bluestone Special Situation 4 Limited which is registered in Tortola, British Virgin Islands. This company is supposedly owned by Bluestone Malaysia and managed by Oxley Capital in Singapore. Bluestone Malaysia has now changed its name to Allstone. Bluestone Malaysia was supposedly a strategic partner of Oxley Capital in Singapore. A call to Nancy Yap, executive director of Allstone revealed that she has no knowledge of Bluestone in the BVI nor VGA. It should be noted that the previously mentioned Mark Edward Pawley is shown in the Oxley Capital website as the CEO of Oxley Capital....Facts to consider: VGH has no history in healthcare, A cursory internet search shows no mention of VGH except for articles appearing in the of the Times of Malta, ..., The other two companies which bid on the project, BSP Investments Ltd and Image Hospitals, also have no track record in healthcare..., According to UK Companies House records, a BSP Investments Ltd was dissolved on 29 July 2014..., With the above information, how was VGH awarded the contract?, Who did the due diligence?, there are adequate grounds to appeal to the EU that the bidding process was a sham and that none of the companies met any of the criteria. Additionally, the project was being touted in Dubai by a Pakistani gentleman, Shaukat Ali, who claimed to be Chief Advisor to the Maltese PM ..."

68. *Despite there being strong indications that Malta Enterprise did Due diligence on the investors, ME were non cooperative in providing requested documents.*

69. *In documents seized from Malta Enterprise, seizure form 08086, in grey file with the name "Ltr to Pawley + Due Diligence" were found 16 pages about Pawley, printed from Factiva[2248] and Memorandum dated 20/01/2016 from Mosaic Advisers regarding the Partners HealthCare International, USA*

[2248] Factiva is a global news monitoring and search engine

70. *Mosaic Advisors prepared several DD, seized form 08086 dated 06/09/2021, bag GGX1, file with the name "HOSP":*

- *24/10/2014 briefing note – Oxley/ update 1*
- *11/11/2014 briefing note – Oxley/ update 2*
- *11/11/2014 briefing note – AGMC, USA (Ashok Rattehalli)*
- *20/01/2016 Memorandum/report of Partners HealthCare International, USA*
- *20/06/2016 assessment of Partners HealthCare International, USA (39pages)*
- *20/06/2016 memorandum/report – Bluestone Investments Malta Limited*

71. *According to the email from Alex Muscat, OPM, MFSA Chairman Joe Bannister started the process of DD with the company Mosaic Advisors and after 01/06/2016 Mario Galea, Malta Enterprise took over correspondence with Mosaic Advisors. In Mario Galea's testimonies there was no mention of this.*

72. *In the testimony of Chris Fearne on 20/02/2020, he recalled "...when there was the original RFP, that is when there was VGH and some two other bidders, Malta Enterprise, because they were also involved, had informed me that they had carried out a due diligence on VGH. I do not know what the result of this due diligence was, but I am aware that Malta Enterprise had done it."*

73. *Mario Galea, CEO of Malta Enterprise at time of events, gave testimony on 28/08/2020 and claimed that ME was not involved in the Hospital Concession despite the role of ME being to attract foreign investors to Malta. He explained that the only role ME had in connection to hospitals was cooperation with Queen University of London, of which Barts School of Medicine and Dentistry form part. "...ME was engaged to provide assistance to Barts Medical School in order to establish a good business model which fit their requirements. ...This happened around 2014/2015. ... Agreement with Barts was reached but a main condition was that whoever was going to manage GGH, be it the Government or via private investment, the hospital was to meet a number to requirements set down by Barts. The Agreement with Barts and the management of GGH were to be back-to-back, that is the Agreement with Barts would hold only if the management of GGH was of the required standard."*

74. *His testimony casts a different light on the matter. He stated that because of Barts he started looking for private investment into the refurbishment and improvement of Gozo General Hospital. Mario Galea started contacting certain hospitals in the UK to see whether they would be interested into taking on this venture. At a certain point in time Mario Galea was asked to attend a meeting with a few promoters who were interested in investing in GGH. He says that eventually these promoters*

became Vitals. The promoters were - or at least as far as he remembers - a certain Shoaib, Rattahali and others whose names he doesn't remember. These promoters were helped by PriceWaterHouseCoopers (PWC) in developing a project for the Hospital, but no representative of PWC was present at this meeting.

75. *Mario Galea was informed about the promoters by the Officer of the Prime Minister, namely from Keith Schembri's office, but he was evasive as to who was present at this meeting from the OPM's side, and he does not know how the first contact between these promoters and the OPM was made.*

76. *This meeting was held in late 2014. The promoters wanted to know more about the Health Sector in Malta and Mario Galea/ME could provide them with publicly available data and reports regarding Public Health in Malta, including a study by PWC regarding the number of hospital beds in Malta and Government expenditure for Public Health. Following the receipt of this information the MoU was signed with these promoters. Mario Galea claimed that his role in the MoU was substantial in the sense that promoters were only interested in investing in Malta because of Barts, that everything was because of Barts. Had it not been for the interest of Barts in Malta, the future "Vitals" deals would have never happened.*

77. *According to the testimony of Adrian Said, Executive Chairman of Projects Malta from June 2014 to September 2015, Projects Malta was not informed about anything involving Barts.*

78. *The MoU itself makes ample reference to Barts and in fact the major commitment in the MoU was to satisfy Bart's needs and requirements. Mario Galea repeated that his role was substantial but for the purposes of Bart since, in his words, ME's client was Barts and not Vitals.*

79. *He also claimed that the MoU was not legally binding so no negotiations could take place based on something which was not legally binding. This statement is a classic red flag for obstruction and non-cooperation by government/state institutions. Even the name of MoU suggests strongly that it is just understanding of needs or understanding of potential cooperation, he said and wanted to emphasis that the MoU was not binding. The only aim behind it was that the promoters were to give a presentation to the Government regarding their business model within three to four months and then it would be up to the Government to decide whether to proceed based on that model or otherwise.*

80. *The MoU was signed by Mark Pawley who Mario Galea described as the principal person in the promoter set up. He was not one of the persons with whom Mario Galea met during the meeting prior to the signing of the MoU. About six to eight weeks passed between the first meeting and the signing of the MoU and in terms of the MoU the promoters had to provide a business plan within four to six months from the signing of the MoU.*

Mario Galea was not aware if any meetings were held between the first meeting and the MoU but he claimed that if any meetings were held, he was not a party to them. However, during this period, he did have contact with Rattahali and Shaoib.

81. The MoU was signed by Minister Chris Cardona since he was the Minister responsible for Foreign Direct Investment and the promoters were, up until that time, being considered as foreign investors. From his end Mario Galea merely informed Minister Chris Cardona to ensure to safeguard the interest of Barts in this whole deal. The MoU was signed in a room at the OPM and for the Government there was only Minister Chris Cardona present. On the promoters' end, Mark Pawley signed the MoU. Mario Galea does not know who kept the MoU, he simply claimed that he/ME did not hold the original of the MoU.

82. He was however in possession of a copy of the MoU but said he could not remember how this copy came to be in his possession.

83. On 28/11/2014 "Medical Health Management & Consulting Ltd" was incorporated in Malta (C 67804) with shareholders: "Healthcare Information Technology Consulting Group" (65%), "Ifran Akher Khan" (25%) and "Shaukat Ali Abdul Ghafoor" /Chaudry (10%) with the purpose of taking over "St James Hospital"[2249].

84. On 12/12/2014 "Crossrange Holdings Ltd" was incorporated in Malta (C68092) with shareholders: "Bluestone Malta" (70%), "Pivot Holdings" (30%) and directors Pawley and Walajahi. It is possible that "Bluestone Malta" was intended as the Investor SPV and "Crossrange" intended as the Project SPV (per the MoU of 23/11/2014). To this end, it is notable also that "Gozo Global Healthcare Ltd" (C 68092) and "Gozo International Medicare Ltd" (C 68094) were incorporated on 15/12/2014 (three days later) with the same directors as "Crossrange".

85. On 07/01/2015 the "Gupta" MoU was amended, and he agreed to advance USD 425,000.00 (an increase of USD 125,000.00 over the initial investment of USD 300,000.00) to "BSS4", and to acquire 25% of "Bluestone Investments Malta Ltd".

86. On the same date, 07/01/2015 a "Common Understanding" was signed between Gupta, Rattehalli, Pawley and Tumuluri with the following terms:

a) all parties will be involved in decisions making,

b) any initial investments made before 30/01/2015 to be repaid as a priority pari passu,

c) decisions to be taken unanimously until everyone has their investment repaid,

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[2249] The attempted takeover of St James Hospital appears to be the first foray of this group into the healthcare business in Malta

d) *parties agree to work together to raise USD 30,000,000.00 from other investors ideally with the lowest possible dilution.*

87. *On 13/01/2015 Ifran Akher Khan transferred his 25% of "Medical Health Management & Consulting Ltd". 10% to Shaukat Ali Chaudry (from 10% to 20%) and 15% to "Healthcare Information Technology Consulting Group" (from 65% to 80%)*[2250].

88. *In NAO's first report it was established that neither Malta Enterprise nor Ministry of Economy were involved in the creation or negotiation of MoU. Minister of Economy Mr. Cardona recalled that he was requested to sign MoU on behalf of the Government and that MoU was not signed in his Ministry and indicated that in all probability it was signed at the Office of Prime Minister (OPM). Also, he noted that other MoUs were signed at the OPM* [2251]. *According to the testimony of Mario Galea, CEO of Malta Enterprise at time of events, Malta Enterprise was involved, maybe not on a decision-making process but formed a part of the negotiation process though even that was described or minimised by MG himself.*

89. *On 15/01/2015 a Presentation by the investors relating to the Project Business Plan was delivered at the OPM*[2252]

90. *According to the testimony of Chris Fearne on 22/06/2023, the presentation and event was organised by Malta Enterprise, and he participated in that event.*

91. *According to the Christopher Spiteri testimony on 07/07/2021 Shaukat Ali told him that "... presentation was done yesterday to the Prime Minister, and we have his approval. "CS also stated that "...The Prime Minister in that time was Joseph Muscat, so in my opinion I said if Joseph Muscat is approving it as it seems a good idea for Malta, then I have nothing to worry about and I opened the companies for him".*

92. *According to the testimony of Mario Galea, CEO of Malta Enterprise at time of events, the presentation was held in a large hall within the OPM (first floor) and a good number of persons were present. There were some of the promoters*[2253], *representatives for PWC, Minister Konrad Mizzi and a representative of ME.*

93. *The presentation focused on Gozo, the idea of medical tourism to Gozo and how the Gozo hospital could be developed. Following the presentation, a meeting was held between ME and Minister Konrad Mizzi, during which he said that he wanted to include St. Luke's Hospital and Karen Grech in the regeneration project. He said that the MoU did not make much sense since it referred only to Gozo. He wanted a more holistic approach, which*

[2250] There is no indication of the reason/s for Ifran Akher Khan's withdrawal from the deal

[2251] Part 1 – A Review of the tender process - Addendum - Page 11

[2252] Part 1 – A Review of the tender process - Addendum - Page 14

[2253] MG used word "promoters" for Vitals investors during his testimony

included assets in both Malta and Gozo. So, the scope of the future RFP was discussed with ME. ME was also involved in drafting a MoU according to MG words, just to reflect Barts needs.

94. *After Minister Konrad Mizzi informed Mario Galea about his idea, Galea wrote to Mark Pawley, by letter dated February 2015, informing him that the Government, whilst taking note of their presentation, wanted to explore other ideas and alternatives and would get back to them after exploring such other ideas and alternatives. Mario Galea wrote to Mark Pawley as the representative of the promoters (consortium) and because at that point Shaoib no longer formed part of this consortium. MG did not recall why Shaoib was not part of this consortium nor how he knew that he was not a part of the consortium.*

95. *After Mario Galea sent the letter to Mark Pawley, the whole matter was left in the hands of the Minister for Energy and Health and eventually tenders for the Hospitals Concession were published. He personally never met the promoters again, but he could not say whether Minister Konrad Mizzi ever met with them again.*

96. *According to the testimony of Adrian Said, Executive Chairman of Projects Malta from September 2014 to June 2015, given on 02/10/2020, he was informed in March 2015 that RFP regarding a public private partnership related to hospitals was going to be launched. He was informed by Aaron Mifsud Bonnici, also a member of the Projects Malta Board, that an RFP was already drafted by the Ganado law firm. Also, he said he was informed that Projects Malta was doing all preparations in the name of the Government.*

97. *In January 2015, according to the testimony of Adrian Said, the Board of Projects Malta discussed the possibility of converting St. Luke Hospital into an Administration City where there wouldn't only be elements concerning health, but there would also be the Employment Training Corporation and other Government Entities. On 05/02/2015 there was the official launch of Projects Malta and until then there was no mention of the Hospital project.*

98. *In March 2015 the Board of Projects Malta, according to the testimony of Adrian Said, was then informed that there was an RFP, that the consultants were BEAT Limited[2254] with expertise in accounting and IT services, RSM were auditors and consultants, and Ganado was the appointed legal firm and that Projects Malta's function was just to launch the said RFP.*

99. *According to Adrian Said's testimony, most of the Letters of Engagement, including Ganado's, were post-dated in May 2015. Adrian Said had signed these letters after getting the go ahead from the Permanent Secretary, Ronald Mizzi.*

[2254] They were involved in Electrogas case too according to the testimony of Adrian Said

100.Ronald Mizzi, testified on 20/01/2021, and submitted to the Court:

- *Strategic assessment for Developing Best in Class Health Care Services and Medical Educational Facilities in Malta and Gozo prepared by George Gregory from RSM, David Galea from BEAT and Charles Grixti from Projects Malta. This document was requested by the Government through Projects Malta Ltd*[2255]
- *Letter of Engagement, dated 09/04/2015 from Ganado Advocates to Projects Malta Ltd, Adrian Said. Adrian Said signed this letter on 06/05/2015*
- *Consultancy Framework Agreement dated 01/05/2015 between BEAT, signed by David Galea and Projects Malta, signed by William Wait.*
- *Desk top DD on Ram Tumuluri performed by Wealth-X/WXD dated 12/06/2015. According to the Ronald Mizzi, Robert Borg ordered this DD.*
- *Desk top DD on Mark Edward Pawley performed by Wealth-X/WXD dated 12/06/2015. According to the Ronald Mizzi, Robert Borg ordered this DD*

101.It is very clear, therefore, that there was considerable activity specifically undertaken in pursuit of precisely the sort of project that was to become the subject of the Concession Agreement well before the RFP was issued on 27/03/2015, albeit that some of the details of the project scope differed. My assessment is that this, supports concerns raised in the media about whether the deal was already named for the Vitals investors before the issuance of the RFP[2256]*. Also, the NAO had found there was collusion between the GoM and private investors that eventually were awarded the concession.*

102.Of potential exculpatory significance is the fact that the "group" appeared to be pursuing acquisition of "St James Hospital", a separate issue from the scope of the Hospital Concession. This project did not proceed, and the Hospital Concession appears to have quickly followed its abandonment. It could be argued, therefore, that all the corporate posturing that preceded the 27/03/2015 RFP in fact related to St James and was not a precursor to the RFP. The contents of the MoU of 23/11/2014, however, appear to put paid to this suggestion as the scope, as defined therein, is almost the same as the eventual scope of the Concession (and it does not include "St James Hospital"). Therefore, there can be no argument that any corporate contractual activity that took place before the RFP pertained to something else.

[2255] Dok RM1, green file, Document 1 , first page

[2256] eg. https://timesofmalta.com/articles/view/hospitals-MoU-was-signed-secretly-six-months-before-the-call-for.668442

103.Pertinent to the issue of timing is also the Due Diligence report cited by 'Running Commentary'[2257] which is quoted as stating that main subcontractors to "VGH", "Global Healthcare" and "Sharpoorji Pallonji", were approached in late 2013 by Shaukat Ali (described as "advisor to the Maltese PM") and Canadian Sri Ram Tumuluri with the proposed outline for the project. The report goes on to suggest that initial reluctance on the part of these companies was overcome with a visit to the PM Chief of Staff (Keith Schembri) and the Maltese Ambassador to Dubai who reportedly confirmed that the project would be awarded to them if they worked with Mr Tumuluri. The date cited, "late 2013", would add further support to the contention that the concession was effectively won well before the RFP was issued. This was reportedly followed by a visit to Malta by Shapoorji and Global where they visited Mr Shaukat's office in the Prime Minister's secretariat and met with the CEO of Projects Malta. The government reportedly agreed to fast track the project for them at this time.

104.Auditor General[2258]tried to establish the roles of Projects Malta Ltd and Malta Enterprise (ME) in this overall project. According to the CEO of Malta Enterprise, because one of the investors received a letter from ME, dated 26/01/2015, stating that the concept, as presented, was not aligned with the requirements, ME's involvement ended there and then.

105.It looks like, on one side, were Ministry for Energy and Health and Malta Enterprise with different ideas about the project from, on other side, the Government and Projects Malta Ltd.

106.Also, Auditor General, in the same Report, tried to find out who was involved in the preparation of the above-mentioned Due Diligence. According to the same Report, Due Diligence with a negative outcome, was performed by Malta Enterprise[2259]in respect of the investors.

107.According to the testimony of Christopher Spiteri given on 18/05/2021, in January 2015 Shaukat Ali informed him that Shoaib Walajahi wanted to be out of the deal and compensated. So, Shaukat Ali came up with the idea of abandoning the first group of already established companies and the creation of a new group of companies without Shoaib Walajahi involvement. Because of that, a new group of the companies was created and Ram Tumuluri, according to this testimony, played a more central role than before.

[2257] Running Commentary article 31 May 2016 - Consultant not named but apparent excerpts from the DD report were quoted. Note: the titles of this article were - "No. 2/HOSPITAL PRIVATISATION SCANDAL: John Dalli deals with subcontractors in Dubai ahead of tender/Keith Schembri pledges business to those who work with front man Ram Tumuluri" - No information has been reviewed that may contribute to an assessment of this statement

[2258] Report 1 from July 2020- Addendum; page 14

[2259] Report 1 from July 2020- Addendum; page 19

108. When Christopher Spiteri referred to investors of the hospital concession, in his testimony given on 07/07/2021, he named Shaukat Ali, Walajahi, Ram Tumuluri, Mark Pawely, Gupta, Ashok Rattehalli and Samuel Luft.

109. According to the testimony of Chris Fearne on 22/06/2023, he stated that he met Ram Tumuluri after there had been the adjudication of who was to be preferred bidder"...So, I forget exactly the days but a preferred bidder had already been announced and then we had, because I was Parliamentary Secretary for Health at the time, we had been asked to provide or help out or flesh out the key performance indicators regarding to health that were expected out of this Concession, and if I recall correctly the first time I had met Mr. Tumuluri was in the office of, possibly Konrad Mizzi, I don't recall if it was the office of Konrad Mizzi or the office of Keith Schembri, but certainly in Castille and it was after the RFP had been issued and after there had been the adjudication of who was to be the preferred bidder.'

4.1. The Three Concession Bidders

110. At the date of closing of bids, 19/05/2015, there were three bids received from:

a) "Vitals Global Healthcare" / "Bluestone"

b) "Image Hospitals"

c) "BSP Investments Ltd"

111. There were questions raised about the legitimacy of all three bids and suggestions that "Image Hospitals" and "BSP Investments" were "courtesy bids". The information in support of such suggestion is scant but includes a reference made in Running Commentary of 31st May 2016 to a Due Diligence Report written by a consultant to an unnamed entity assessing the tender process. Various observations in that report are of relevance. Also, there is an email dated 27/05/2016 sent from Shiv Shankaran Nair to Joseph Muscat (then Prime Minister), which he forwarded to his Chief of staff Keith Schembri with similar observations.

112. The point was made that VGH had no history in healthcare. Indeed, the company had been incorporated only 6 days before the RFP period closed and there was no discernible track record of any related entities elsewhere to assess.

113. Secondly, the writer noted that the other two companies which bid on the project, "BSP Investments Ltd" and "Image Hospitals", also have no track record in healthcare. The report goes on to state that there is no discernible information about "Image Hospitals" at all.

114. It was noted that a "BSP Investments Ltd", registered as a company in the UK, was dissolved on 29/07/2014[2260].

[2260] Confirmed in secondary check - https://beta.companieshouse.gov.uk/company/02762969

115.The report's author did note, however, that there was a record of a "BSP Investments" having an address in Malta at Merril Court, Triq il-Fuxa, San Gwann.

4.2. Evaluation Committee

116.According to the testimony of Adrian Said, Executive Chairman of Projects Malta, given on 02/10/2020, the Permanent Secretary at this time Ronald Mizzi, had already identified and chosen the persons to form the Evaluation Committee, engaged them and set up the said Committee. According to him, the Evaluation Committee were to base themselves on the RFP and they were also given some guidance by RSM[2261]. During his time as Chairman of Projects Malta, Projects Malta was never involved in the evaluation process, and he never received any report regarding the same. He does not exclude the possibility that it could have been given to one of the other Board members, but he never received it. Once the members of the Evaluation Committee were appointed by the Permanent Secretary, Ronald Mizzi, then effectively they were answerable to Ronald Mizzi and not to Adrian Said.

117.According to the documents submitted by Ronald Mizzi on 20/01/2021, emails regarding appointment were sent to members of the Evaluation Committee by Decelis Claire on behalf of Permanent Secretary at MEH-Energy RM on 14/05/2015

118.Also, according to his testimony, Adrian Said only knew one of the persons appointed on the Evaluation Committee, Robert Borg. He didn't know the other members. He only got to know James Camenzuli at a later stage.

119.Adrian Said did not know where the Evaluation Committee used to meet. Even though originally it met at the offices of Projects Malta, in a board room there, they eventually started meeting elsewhere but Adrian Said according to his testimony, he did not know where.

120.In the document "Notes in Assessment of the Procurement Evaluation Committee Report on the Request for Proposals for a Services Concession for the Redevelopment, Maintenance, Management and Operation of the Sites at St Luke's Hospital, Karin Grech Rehabilitation Hospital, and Gozo General Hospital" (Ref RFP PML/04/2015) it was stated that the members of the evaluation committee (formed by "Projects Malta") were:

a) Mr. James Camenzuli (chair)

b) Mr. Robert Borg (member)

c) Mr. Manuel Castagna (member)

d) Mr. Charles Grixti (technical consultant, understood to be now deceased)

[2261] Auditors and consultants

121.Secretary of the Evaluation Committee was Aaron Mifsud Bonnici, then a member of the Board of Projects Malta, according to the testimony of Adrian Said on 02/10/2020

122.The following has been submitted:

a) In a name of "VGH" a bid was submitted by Mrs. Deborah Chappell

b) In a name of "Image Hospitals" a bid was submitted by Mr. Ali Khan[2262]

c) In a name of "BSP Investments Limited" a bid was submitted by Mr. George Vella

123.The Key Evaluation Dates from the document are:

a) RFP was published on 27/03/2015

b) 19/05/2015 was the closing date for the submission of bids

c) On 19/06/2015 the Evaluation Committee concluded its assessment of the bids, recommending VGH as the preferred bidder.[2263]

124.The members of the Evaluation Committee were:

a) Mr. Castagna

i. Was said to be a partner in "Nexia BT".

ii. He signed a declaration of no interest even though he knew that Nexia BT was in touch and discussions with the promoters

iii.The basis for his appointment was not shown in documents reviewed.

b) Mr. Grixti

i. He is deceased.

ii. The basis for his appointment and his qualifications/bio are not shown in the documentation reviewed, nor were they found in open-source media research.

c) Mr. Camenzuli

i. Described as an "engineer" – former CEO at "Projects Malta"

ii. Appointed officially in 2017, after Evaluation process was concluded

iii.Basis for selection not shown in documents reviewed, but his appointment as a CEO of "Projects Malta" after his involvement as a member of the Evaluation Committee, probably explains why he was a choice.

d) Robert Borg

i. Accountant.

[2262] Possible connection with Irfan Akhter Khan, who transferred on 13/01/2013 his 25% in MHM&C Ltd to other shareholders, Shaukat Ali Chaudry (from 10% to 20%) and Healthcare Information Technology Consulting Group (from 65% to 80%), look timeline

[2263] Note: The decision that only one bid was administratively compliant was made the day after bids opened

GN

ii. He was the financial controller of the General Workers Union. Owner of the company B.E.D. Limited[2264]

iii. Together with Emanuel Castagna he was responsible for the financial part of the bid.

4.2.1. Eligibility Assessment

125. Remark regarding "VGH" eligibility was "deemed to be fully compliant" without any further comments.

126. Remarks regarding "Image Hospitals" were: there is no bid bond; no pagination; copies not marked/signed in same way as original; no computer readable version; sealed package wrongly marked; no business plan.

127. Remarks regarding "BSP Investments Limited" were: there is no bid bond; no contents page; no financial proposal; no four extra copies; original contained no computer readable version (DVD-ROM/USB drive); pages not all initialled by authorized person; no business plan or financial section – note appended saying: "we understand this offer does not address the requirements of the RFP..."

4.2.2. Technical Compliance

4.2.2.1. VGH

128. The Committee noted that the "VGH" detailed submission presented a true and detailed picture of healthcare in Malta and Gozo at present time. This type of narrative found throughout the Report which is replete with paragraphs of glowing "PR-sounding" sales points.

129. The Committee also noted that "VGH" are well prepared to commence immediate execution of the project and have the required skillsets and relationships with third parties (including Medical Associates of "Northern Virginia Inc" (MANV). This is another example of the Committee echoing what are strongly suspected to be sales pitch items in "VGH's" bid without any further analysis.

130. It was noted that "VGH" construction team will be led by Shapoorji Pallonji, which is reportedly one of the largest construction and construction management companies in the world. This is clearly hyperbole as the company in question, albeit possibly a prominent company in its field in India, is far less well known or prominent in the rest of the world. Once again, this looks like it was lifted directly from "VGH's" sales literature.

4.2.2.2. Image Hospitals

131. The Committee noted for "Image Hospitals" that it lacked detail to a degree that would enable it to establish its technical soundness. The

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[2264] This company according to the article of Times of Malta was suspected to have been used to channel money from businessman Yorgen Fenech, accused in murder of Daphne Cuarana Galicia, to the Labour Party

Committee made an early (one day after submissions opened) decision that this bid was not able to be evaluated.

4.2.2.3.BSP Investments Limited

132.The Committee noted for "BSP Investments Limited" that it had not addressed the technical requirements as specified in the RFP and Evaluation Committee did not have a remit to examine alternative models. The Committee made the same an early decision that this bid was not able to be evaluated.

4.2.2.4.Conclusions on Eligibility Assessment Technical Compliance Evaluation

133.It is apparent that the bids submitted by "Image Hospitals" and "BSP Investments Limited" were summarily dealt with and no actual evaluation of the merits of the bid beyond the initial observations. Essentially, therefore, there was only one bid evaluated.

4.2.3. Qualitative Evaluation

134.The Points Score Sheet for the bids was calculated as follows:

4.2.3.1. General Bidder Information

135.The Committee concluded that "VGH's" "corporate structure is well-suited to an operation of this nature", and found that its parent company had experience in "various sizeable projects" ["VGH" scored 5]

4.2.3.2.Technical and Operational Information

136.The Committee concluded, amongst other things, that "the bidder has shown operational experience in businesses that they invested in" and that "the operational experience can be identified by number of years they have been involved in any business they have invested in". The CEO, Armin Ernst, (later the CEO of "Steward Healthcare") was described as having "ample experience" to be able to deliver and operate the project. ["VGH" scored 21]

137.It is strange how the Armin Ernst bio ended in this bid submission because when bid was submitted, on 19/05/2015, Armin Ernst was not employed by Vitals. In August 2016, Ram Tumuluri hired Armin Ernst to be CEO of Vitals Malta.[2265] Contrary to this statement, Job Plus (Dok JS1) submitted that Armin Ernst was employed by Vitals from 01/07/2016 until 17/05/2018. Also, Armin Ernst was appointed as Chief Administrative Officer with SHC from April 2015 to June 2016. It seems that interaction between new and old shareholders started much earlier than anyone wanted to be known.

138.However, the bidder had no operational experience. "VGH" has been accurately described as a shell structure owned by another company which is in turn owned by a private equity fund based in Singapore and administered by another company with no real medical experience.

[2265] Ram Tumuluri submission to Member of the Parliament Malta – Enclosure 1, page 1

139. *VGH Ltd [2266]was formed on 13/05/2015 in Malta. Its directors were Mark Edward Pawley and Ram Tumuluri. This company fully owned three other companies, VGH Management Ltd, VGH Assets Ltd and VGH Resources Ltd. So, all four companies were registered just a few days before the deadline for submission of bids.*

140. *VGH Ltd was owned by Bluestone Investments Malta Ltd[2267]. Bluestone Investments Malta Ltd was incorporated on 9/12/2014 with Mark Edward Pawely as Director, while Ram Tulurumi was appointed as Director on 27/3/2015. Bluestone Investments Malta Ltd was owned by Bluestone Special Situation 4 Ltd*

141. *The Evaluation Committee's assessment appears to have been made by accepting or assuming the experience of its parent company in Singapore based on statements made by the bidder about that performance. No link and proof of connection were found between Fund/ Company from Singapore and Bluestone companies. That is not a proper assessment and the fact that this was the way in which they caried out their assessment has not been acknowledged by them, makes the Committee's reasoning opaque to say the least.*

142. *According to the testimony of Robert Borg, on 24/02/2021, Evaluation Committee performed only a desk DD on the individuals concerned. These DD of Ram Tumuluri and Mark Pawely was done by Wealth -X and were found in the documents submitted by the Ronald Mizzi on 20/01/2021.*

143. *According to the testimony of Christopher Spiteri on 07/07/2021, Bluestone Investments Malta Limited was owned by Bluestone Special Situation 4 Limited, BVI and this one was owned by a trust formed in Hong Kong called Asia Harimau. The persons showing on these two companies so Asia Harimau, the trust, and Bluestone Special Situation 4 Limited, the BVI company, was Mark Pawley. Mark Pawley was the Settlor of the trust, but CS did not know or did not want to disclose who was/were the beneficiary/beneficiaries.*

144. *The group structure presented in the tender showed something different, that Bluestone Special Situation 4 Limited, BVI was owned by Oxley Group.*

4.2.4. Business Plan

145. *The Committee described "VGH's" financial plan as one which shows "profitability and sustainability throughout the 30-year concession period"; "based on the financial model, net income is foreseen to be generated from 2019 (4.5 years after initial operation) onwards, for which dividends, equivalent to the minimum of 90% profit after tax on*

[2266] See Appendix III

[2267] See Appendix I

total cash available for distribution are forecasted to be declared and paid."

146.The income statement results for a 30-year period based on the financial model provided shows that the total income would have been that of EUR 5,1 billion throughout that period, with a net contribution of EUR 2,2 billion, an Earnings before interest, tax, depreciation and amortization (EBITDA) of EUR 886 million, and a profit of EUR 427,9 million which would turn into one of EUR 23,9 million after tax and after appropriation of dividends.

147.Medical tourism was predicted to be 43% of the total income by the end of the concession period, up from 13% at the beginning.

148.The Committee said that "the bidder has clearly indicated that the project will be delivered in time as per the request for proposals" ["VGH" scored 32]. It need not be pointed out that these figures bore no resemblance to actuality and that the Evaluation Committee appear to have accepted the sales pitch from "VGH" without questioning any of it.

4.2.5. Financial Proposal

149.The Committee noted that VGH planned to have paid its EUR 125 million bank loan by July 2022, seven years after the July 2015 drawdown date. The proposal states that the loan would be subject to 6% annual interest starting from January 2017.

150.UBS and RHB Bank in Singapore are both listed as having been interested (italics inserted) in financing the loan

151.The Committee also verified VGH's proof of funds, which were listed as USD 30 million held in the Bank of India in March 2015; USD 56,6 million held in the account of Ambrish and Jyotsna Gupta at Merrill Lynch (VGH scored 30 points).

152.It is important to highlight that proof of funds the Bank of India confirmation was issued before RFP was published.

153.It is very unusual for proof of funds to be provided and accepted when the deposited funds are held in names other than the bidder.

154.The VGH bid was given a total score of 88 out of 100. There was no evaluation of the other bids beyond 'bidder information'.

4.2.6. Conclusions on the Qualitative Evaluation

155.It is beyond the scope of this report to conduct an analysis of the qualitative aspects of the bid and assess the merits of the Evaluation Committee's Score Card review of "VGH's" bid. However, certain undertakings and statements in the bid were accepted 'as is' from "VGH's" sales pitch and without further independent, critical analysis or checking the veracity of the data.

156. *The overall environment of this evaluation is that of the three bidders, two were knocked out summarily with no actual assessments made and of the one remaining bid's assessment it can be said that all statements made by the bidder appear to have been accepted without any attempt to conduct an independent assessment.*

157. *The question raised by this evaluation report is whether the Evaluation Committee had been instructed the project must go ahead and were given no alternative to "backfilling" its Report with spurious reasons for approving VGH's bid and pretending a genuine objection review had been carried out. In support of this, in part 2 of the NAO Report it is stated as Overall Conclusion that "Concerns arise in relation to the process of negotiation between the Government and the VGH, which process remained opaquely concealed to the NAO due to the lack of documentation kept..."*

158. *Also, according to the testimony of Adrian Said, Projects Malta, on 02/10/2020, in his capacity as Executive Chairman from June 2014 to September 2015, until the 30/06/2015, he never received a copy of the Report, he never vetted the same or commented about it. Up until September 2015, during the time when he was still on the Board of Projects Malta, the Board itself never received a copy of the Evaluation Report. This was also confirmed by Alfred Camilleri, who was also a member of the Board, in a comment to the Times of Malta - "on his part Mr. Camilleri told Times that Projects Malta board was informed about the generalities of the project which the company was expected to facilitate but was never expected or requested to take any decision about them. In the case of the hospital concession, the board was never asked nor did ever consider or approve any agreements..."*

159. *The said Evaluation Report was submitted to the Inquiry by David Matrenza from Projects Malta.*

4.3. VGH offshore structures and formation of The Jersey Entities

160. *The Hospitals Concession Agreement was entered between the "GoM" and three Malta entities: "Vitals Global Healthcare Ltd", "Vitals Global Healthcare Assets Ltd" and "Vitals Global Healthcare Management Ltd". Transaction Agreements included the Concession Agreement, a Health Services Delivery Agreement, Emphyteutical Deeds, and a Labour Supply Agreement.*

161. *As described by Christopher Spiteri in his testimony on 18/05/2021 Hospital Concession eventually granted to Vitals. Agreement was for GoM to forward monies to Vitals for refurbishment and restructure of Gozo General Hospital and Karen Grech. Eventually it was decided that employees would be paid by GoM with Vitals binding itself to carry out refurbishment and to bring medical tourism. CS acknowledged that it is not normal for a company to be registered days before the closing of a*

tender and pass a resolution for bidding, on the eve of the tender closing date.

162.Vitals Global Healthcare Management was the operating arm of the Hospitals, Vitals Global Healthcare Assets the owner of the property transferred by the GoM, VGH Resources Limited holds a PE number and was responsible for employees and Vitals Global Healthcare Limited was the holding company according to the testimony of CS. Shareholder in Vitals companies was Bluestone Investments Malta and Directors Ram Tumuluri (RT) and Mark Pawley (MP). Registered office of Vitals was CS's office.

163.Bluestone Investments Malta was owned by a company registered in the BVI - Bluestone Special Situation 4 limited, the latter was owned by a group of investors headed by RT and MP. Investors were according to the CS testimony on 18/05/2021, Dr. Ashtok Ratehalli, Dr. Gupta, Sam Luft and Shaukat Ali (the latter does not appear officially).

164.On 01/06/2016 Alex Muscat from OPM emailed DD prepared by Mosaic Advisors to Mario Galea to resume correspondence with them.

165.On 20/06/2016 Mosaic Advisors submitted updated Report/DD. The Report concluded that Oxley Group did not have required funds available.

166.On 13/10/2016, "Crestbridge Corporate Services Nominees Ltd" in Jersey incorporated the following entities:

a) "New Horizons Investments Ltd" (122284)

b) "Mount Everest Investments Ltd" (122285)

c) "Evergreen Global Ventures Ltd" (122286)

d) "Vitals Procurement Ltd" (122287)

e) "Vitals Global Healthcare Ltd" (122288)

f) "Vitals Management Systems Ltd" (122289)

g) "Vitals Technologies Ltd" (122290)

h) "VGH Innovations Ltd" (122291)

i) "VGH Kosovo Ltd" (122292)

j) "VGH International Ltd" (122293)

k) "VGH Montenegro Ltd" (122294)

l) "VGH Malta Ltd" (122295)

167.These Jersey incorporations and news of international forays by "VGH"[2268] serve to support two contentions made in relation to "VGH's" activities:

[2268] Montenegro , Kosovo, Macedonia

a) *Firstly, the notion that Jersey entities were set up to transfer contracts from Malta entities for the purpose of siphoning off income finds "some" support, although it ca be noted that no specific research has been conducted to date on this specific issue. What can be observed is that several Agreements were reached 'inter-company' and between Jersey-registered entities and third-party suppliers:*

i. *On 01/05/2017 there was signed an Agreement between "Vitals Procurement Ltd" (Jersey) and "Vitals Global Healthcare Management Ltd" (Malta) involving "MTrace p.l.c.". This Agreement contemplated the payment of commissions to the Jersey company[2269]. On the same day a Master Service Agreement was signed between "VGH International Ltd" (Jersey) and "Partners Healthcare International LLC"*

ii. *On 26/06/2017 an Inter-company Agreement was signed between "VGH International Ltd" (Jersey) and "Vitals Global Healthcare Management Ltd" (Malta) that envisaged payment of commissions. On the same date, an Agreement was also signed between "Ohum" from USA, Illinois and "VGH International Ltd" (Jersey) for software licenses and services, an Implementation Agreement and a Professional Services Agreement.*

iii. *On 22/08/2017 a Master Service Agreement (MSA) was signed between "MCOP International LLC" and "VGH International Ltd" (Jersey). It is pertinent to note that part of the Sale & Purchase Agreement with "Steward Healthcare" required that all Agreements with the various Jersey entities be terminated, the "offshore" intermediary roles be unwound in all contracts taken over by "Steward" and new agreements entered with Malta entities on terms agreeable to "Steward"[2270].*

b) *Secondly, the notion as reported that "VGH" was using their first foray into healthcare in Malta as a showcase to gain other concessions in other countries and that the use of Jersey entities facilitated this. It is certainly confirmed that "VGH" was looking at expanding its role into other countries, at least Montenegro and Kosovo and that special entities were established in Jersey for that purpose.*

4.3.1. Shareholder structure of formed companies in Jersey

168. Benefits of using Jersey companies include separate legal identity, limited liability for shareholders and ease of transfer of ownership, as well as the excellent quality of professional service providers and the flexible legal and regulatory framework.

169. Jersey allows for the incorporation of no-par value companies.

170. The incorporation of no-par value companies has added yet more flexibility. These features enable Jersey companies to be structured to meet a wide variety of purposes.

[2269] This is referenced in the Steward SPA of 1st December 2018

[2270] Steward SPA para 1 Dec 2018

171. *No par value share means that value is not predeterminate.*

172. *Formation of three same type companies, at the same time in Jersey, by the same provider looks like the formation was to hide the real ownership of the Concession*

173. *There is a strong indication that Ram Tumuluri was just a front man for Shaukat Ali*

174. *According to the testimony of Tyrone Greenshieds on 21/02/2022, "...Mr. Shaukat Ali was definitely the person in charge although he said very little. Ram Tumuluri was clearly a puppet for Mr. Shaukat Ali and it would appear that Mark Pawley was a peer level to Ram Tumuluri. "*

175. *According to the testimony of Kamal Sharma on 06/04/2022, he met the three in Zurich ..." we'd met the three people, Shaukat Ali, Ram Tumuluri and Mark Pawley..." in round about summer 2017. "We met them for the first time it wasn't in Summer because I remember it was quite cold in Zurich, so it would have been around the same time. So that email[2271] would have been immediately before the meeting. At that point we didn't know who these people were except Wasay said oh, there's a new potential client and therefore asked Tyrone to email them."*

176. *According to the testimony of Kamal Sharma on 21/03/2022, the Vitals deal "was definitely a pre-arranged deal." "... Shaukat Ali told me that the history of the VGH deal, Ram Tumuluri had fallen on hard times after he was declared bankrupt in Canada and he met with Shaukat Ali in a hotel, I believe in Dubai, and he gave him the idea to do a public private partnership approach to the health sector and make it a global model, so Shaukat Ali said he would take it to his connections in Malta as a case study, which is what they did, and on the day that Shaukat Ali met Ram Tumuluri, he told me Ram Tumuluri's shoes were torn, he didn't have any money to buy shoes, Shaukat Ali bought Ram Tumuluri a pair of shoes that he could wear to meet with Konrad Mizzi. ..."*

177. *Also, according to the testimony of Christopher Spiteri, accountant, and auditor of Vitals group of companies, given on 18/05/2021, Ram Tumuluri was a front man for Shaukat Ali. In his testimony given on 07/07/2021 he was more considered and claimed that Ram Tumuluri was the front man for Vitals Group. "...So although Vitals Group was financed by all these shareholders that we talked about, the ones that I know of Mr Shaukat Ali, Gupta & Co, Samuel Luft but of course they needed somebody as a director to sign for them, to do contracts for them, to talk for them and it was Ram Tumuluri."He, CS, also stated that RT was a front man for Bluestone , for the same group of people.*

178. *According to the Updated Report made by Greg Gillespie, private UK investigator, dated 13/03/2021, Shaukat Ali had purchased his Maltese*

[2271] Email dated 23/01/2017 from Tyrone Greenshields, one of directors of Accutor AG, to Ram Tumuluri offering the payroll services and other services to VGH

passport before he knew Wasay Bhatti from Accutor. Shaukat Ali was introduced to Wasay Bhatti via a Pakistan contact.

4.3.1.1. Mount Everest Investment Limited

179.Registered in Jersey with 1 ordinary share of no-par value. Total amount received from shareholder by the company was 1GBP. According to the members details[2272] from January 2019, the only member was Shaukat Ali from Malta[2273]

4.3.1.2. New Horizons Investment Limited

180.Registered in Jersey with 10,001 ordinary shares of no-par value. Total amount received from shareholder by the company was 1GBP. According to the members details from January 2019, the only member was Sri Ram Tumuluri from UK

4.3.1.3. Evergreen Global Ventures Limited

181.Registered in Jersey with 1 ordinary share of no-par value. Total amount received from shareholder by the company was 1GBP. According to the members details from January 2019, the only member was New Horizons Investments Limited from Jersey

4.3.1.4. Vitals Global Healthcare Limited

182.Registered in Jersey with 10,001 ordinary shares of no-par value. Total amount received from shareholder by the company was 1GBP. According to the members details from January 2019, the only member was New Horizons Investments Limited from Jersey.

4.3.1.5. Vitals Technologies Limited

183.Registered in Jersey with 1 ordinary share of no-par value. Total amount received from shareholder by the company was 1GBP.According to the members details from January 2019, the only member was Vitals Global Healthcare Limited from Jersey.

4.3.1.6. Vitals Procurement Limited

184.Registered in Jersey with 1 ordinary share of no-par value. Total amount received from shareholder by the company was 1GBP.According to the members details from January 2019, the only member was Vitals Global Healthcare Limited from Jersey.

4.3.1.7. VGH International Limited

185.Registered in Jersey with 1 ordinary share of no-par value. Total amount received from shareholder by the company was 1GBP.According to the members details from January 2019, the only member was Vitals Global Healthcare Limited from Jersey.

186.VGH International formed VGH Kosovo Limited, Jersey, VGH Malta Limited, Jersey and VGH Montenegro, Jersey

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[2272] Provided by Crestbridge Corporate Services Ltd on 30/04/2019

[2273] Shaukat Ali had temporary Resident Card MT0031719 issued in Malta in 2014 and permanent Residency Card number 0320515L

4.3.1.8. VGH Innovations Limited

187. Registered in Jersey with 1 ordinary share valued 1 GBP. According to the members details from January 2019, the only member was Vitals Global Healthcare Limited from Jersey

4.4. Monitoring of the execution of The Concession Agreement

188. Although Government budget money was involved and a very important Public Service at risk, it seems that the Ministries responsible for monitoring and making payments did not perform their duties according to best practice.

189. All involved claimed that they neither actively participated in selection nor in monitoring.

190. According to the Chris Fearne testimony given on 20/02/2020, he explained that he was not involved in choosing Vitals, but, despite that, when he became Minister for Health, he obviously chooses to ignore his right to challenge the deal. According to his first testimony he appointed the board to ensure that "...we were given all that was included in the concession agreement...I appointed someone to look after the Project Monitoring Board....it was in the hands of Projects Malta, but I was being informed that this Project Monitoring Board was never holding meetings..."

191. In his second testimony on 22/06/2023 his recollection of events was more accurate and detailed. He explained that The Key Performance Indicators regarding the health service in Gozo and other two hospitals were developed by technical staff in the Ministry. Even though they discussed that with Vitals he could not recall who the key Person from VGH was at that point. Also, his Ministry set up a Quality Assurance Board which was chaired by Dr Joe Zarb Adami[2274], which regularly met to make sure that the country's health service needs were being satisfied. Projects Malta under the remits of Minister Mizzi monitored contracts for the buildings and contract per se. So, Ministry of Health was involved with issues including the waiting lists, the work of Medical Laboratories but also financial issues. The financial obligations under the Concession were paid by the Ministry of Health. As stated by Chris Fearne in his testimony on 22/06/2023, "...the payment came from us. Of course, always according to the Concession or the addenda to the Concession". At that point it appears both Ministries and Ministers[2275] were blind to what was going on or would have it believed that they were. Bluestone and Vitals group of companies accounting, and audit of the accounts were backdated and never prepared on time. No one accepts responsibility for that despite their duties being very clear.

[2274] In his first testimony he was not "chattily" and did not mention at all this

[2275] Ministry of Finance and Ministry of Health

192. *Obviously, there were a lot of interactions between the Ministry of Health, Minister of Health Chris Fearne and Vitals representative Ram Tumuluri described in CF's first testimony. Chris Fearne travelled to Boston, US two times. First time, in June 2016 because there was an intention that Harvard International, a company from Boston, would come on the board instead of North Virginia Group. Ram Tumuluri organised a meeting between Harvard International and Chris Fearne. In Boston, Harvard International organised Chris Fearne's first meeting with Armin Ernst. Harvard International told him (CF) that Armin Ernst was coming on board for the operation in Malta. The second time CF went to the US was in March 2018, contrary to what he previously said that it was 15-16 February 2018.*

193. *On 24/11/2017 Assad Ali, son of Shaukat Ali emailed to Keith Schembri a Report on funds utilised by Sri Ram Tumuluri prepared by Saba Binte Abbas, financial controller of VGH. Keith Schembri did not submit this Report to any Authority in Malta nor to the Government.*

4.5. Accounting and Audit of Vitals companies

194. *Christopher Spiteri, according to his testimony on 18/05/2021, stated that he was in contact with RT to prepare accounts, but RT never showed any inclination to do so. Even though GoM was forwarding monies to Vitals, no accounts were done, and no tax returns submitted, and the position was regularized only when the Concession was taken over by Steward*

195. *Bluestone Investments Malta Limited had opened a bank account in BoV in 2015, while other three Vitals companies did not do so. All transactions related to the hospitals and the financing to this concession were passed through BoV bank account of Bluestone.*

196. *According to the same testimony, in December 2017 CS was contacted by RT to prepare accounts. CS went to Vitals offices in Floriana (close to Middlesea offices) to see to accounts. When he arrived, he found a fully equipped office but with only about 2 employees. CS met accountants Saba Abbas and Mark Licher and assistant Stephanie Bota. He asked to be provided with documentation so as to prepare the accounts*

197. *As CS stated, he was contacted again, in March 2018, this time by Steward.*

198. *According to the email from Chris Spiteri dated 12/03/2018 audited accounts for VGH Group of companies[2276] for 2015, 2016 and 2017 were not prepared when they should have been, nor controlled nor checked by anyone of authority within the Maltese Government. It is very strange that Steward decided to pay the auditor close to Shaukat Ali and Ram Tumuluri for this assignment.*

[2276] Vitals Global Healthcare Limited, Vitals Global Healthcare Assets Limited, Vitals Global Healthcare Management Limited, VGH Resources Limited

199. *Also, in the same email it is stated that there were other companies under the control of Ram Tumuluri such as: Bluestone Investments Malta, Pivot Holdings Limited, Gozo Global Healthcare Limited, and Gozo International Medicare Limited, for which audited accounts for 2015, 2016, 2017 and 2018 also needed to be prepared.*

200. *Even though Ram Tumuluri was the face front for Bluestone and Vitals, according to the documents submitted by Jobsplus to the Court (Dok JB3 and Dok JS1) he was just employed less than six months, from 30/09/2017 until 10/04/2018, as President and managing Director in Vitals. His employment licence was cancelled on 10/04/2018.*

4.6. Transfer to Steward

201. *In February 2017 a Non-Disclosure Agreement (NDA) was executed between Vitals and Steward regarding a potential business relationship between them.*

202. *The role of Armin Ernst appears curious. Very strange is how his biography appeared in Vitals's bid submission, on 19/05/2015, when Armin Ernst was not employed by Vitals at that time. Not until August 2016, did Ram Tumuluri hire Armin Ernst to be CEO of Vitals Malta.*[2277] *Further, Armin Ernst was Chief Administrative Officer with SHC from April 2015 to June 2016.*

203. *It seems that interactions between new and old shareholders of the Concession companies started much earlier that anyone appeared to want to confirm.*

204. *It is unclear whether Armin Ernst worked in Vitals until 17/05/2018 or whether he resigned much earlier as evidence in this case suggests. According to Job Plus, Armin Ernst worked from 01/07/2016 until 17/05/2018 in Vitals (Dok JS1) and after from 18/05/2018 in Steward (Dok JS2). According to this, he represented Steward while he was officially working for Vitals. This is further evidence that faces changed in this transfer to Steward, but big players did not.*

205. *Negotiations between GoM and Steward officially started around November 2017 but there are many signs that they began much earlier.*

206. *According to the Chris Fearne testimony on 22/06/2023 in October 2017 he was sitting in the Parliament next to the then Prime Minister, Joseph Muscat and who told him, "...we are looking at a new company coming to take over from VGH and they are called Steward Healthcare..."*

207. *On 6/12/2017 Yunis Hamid, Partner in McDermott Will & Emery UK LLP, representing Steward wrote an email with attached the usual and customary fuller DD questionnaire with a high-level DD questionnaire.*

[2277] Ram Tumuluri submission to Member of the Parliament Malta – Enclosure 1, page 1

208.It is very unlikely that without Financial Statements (FS) and audited FS ready for the VGH Group of companies they could conclude DD. Spiteri prepared audited FS only after Steward had taken over the Concession in 2018. It is questionable how Steward made its decision to do so based on non-existent Financial Statements at that time.

209.Also, data room was opened early January 2018, without the usual documents presented. On 09/01/2018 Government of Malta granted consent to VGH to disclose the Concession documents to Steward, according to the email from Aron Mifsud Bonnici dated 09/01/2018.

210.Despite the late start of the DD process, the transfer from Vitals to Steward happened late February 2018

211.This type of transaction, when proper DD is not even performed or apparently deemed necessary usually indicates the change of ownership is of a cosmetic type and all-important parties are still involved and in truth have simply decided to change the day-to-day faces.

212.According to Updated Report of Greg Gillespie, UK private investigator, Wasay Bhatti and Spring Healthcare were effectively brought in to replace VGH/ Bluestone with Wasay Bhatti being a new front man.

213.According to the testimony of Christopher Spiteri given on 09/07/2021 Steward bought Vitals without audited accounts, the Government started negotiations with Steward without audited accounts, and an 18 million Euros loss for 2017 was discovered after the Share Purchase Agreement had been signed. Also, CS pointed out that the process of transferring shares in a company such as this would involve normally the last audited accounts being ready. "So, if a share transfer took place in 2018, they would base the share transfer on the audited accounts of 2017 and normally when going to the Monte Di Pieta' in Valletta, for execution of the agreement, they were asking for the audited accounts of last year." This time, the transfer was completed without any audited accounts and the Government was happy to assist.

214.According to the Updated Report made by Greg Gillespie (GG), the EUR 100 million clause in the Steward and Government of Malta Agreement was an insurance "policy" to protect the Maltese politicians involved. Also, he stated that Assad Shaukat Ali, joined Steward Healthcare International as a type of insurance "policy" for Shaukat Ali/ Joseph Muscat to ensure that they are still part of the various deals which had been brokered.

4.6.1. Events prior to transfer

215.There are several different versions of how the change of control of the Concession for the GG Hospital, the KGR Hospital and SL Hospital from Vitals to Steward came about.

4.6.1.1. KS version of events

216.KS explained[2278] his role by stating that the CEO of SHC International had called him while he was on an official visit with the then Prime Minister Joseph Muscat at the UN in New York[2279]. The CEO indicated that Steward was interested in taking over from VGH. Also, KS noted that the CEO of SHC International was previously CEO VGH, Armin Ernst

4.6.1.2. JM version of events

217.Joseph Muscat, then PM explained [2280] that VGH informed the Government that the SHC was interested in the Concession and referred to a meeting between VGH and Chief of Staff OPM, KS and that, that was the point when he was informed about the possible change of the control of the Concession.

218.Also, JM, stated that on 21/12/2017[2281], when he was PM, Steward Healthcare, the largest private operator in US, had chosen Malta for its first international investment. Then, the Minister of Health was also quoted in an article on 21/12/2017, as saying that the deal between the VGH and the SHC was signed on 20/12/2017 and that the Government had already met the chairperson of the new company.

4.6.1.3. Armin Ernst version of events

219.Armin Ernst was Chief Administrative officer of SHC from April 2015 to June 2016. After that he was CEO of VGH Malta from July 2016 to August 2017. In September 2017, he was engaged by SHC International as CEO and President. He indicated [2282]that he was on leave from the VGH from January 2017 and terminated his employment effective August 2017. His statement is in collision with documents submitted by Job Plus. According to documents submitted by Job Plus, Armin Ernst worked from 01/07/2016 until 17/05/2018 in Vitals (Dok JS1) and after from 18/05/2018 in Steward (Dok JS2)

4.6.1.4. Steward version of events

220.On 1/09/2017 the then Chef of Staff OPM, Keith Schembri, met with the representatives of Steward in New York[2283]The scope of the meeting was that GoM was considering terminating the Concession due to VGH's default.

221.There were many other meetings with the representatives of the GoM such as on 14/11/2017 in London, 22/11/2017 in London, 02/12/2017 in Malta, 06/12/2017 in Malta, 30/01/2018 in London, 15/02/2018 in Boston. According to Steward, on behalf of the GoM usually present were

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[2278] NAO – 3 Report

[2279] September 2017

[2280] NAO - 3 Report

[2281] NAO-3 Report page 39

[2282] NAO- 3 Report, page 30

[2283] NAO- 3 Report, page 29

the Minister of Tourism, the Chief of Staff OPM, Mifsud Bonnici Advocates and RSM Malta[2284]. The Minister of Health was present only at the meeting in Boston. Chris Fearne stated in his testimony on 22/06/2023 that he was not present in Boston. He travelled to Boston with Permanent Secretary for Health to see the operation Steward had in US,[2285] after the transfer of shares had been executed and Steward had become a shareholder.

4.6.1.5. Ram Tulurumi version of events

222.In his submission to the Members of the Parliament he described several very important situations. It is not for me, forensic accountant, to prove or not his words but if they are true, it could be an explanation for a huge gap of missing information in this Inquiry.

223.According to him:

a) Keith Schembri invited Ram Tumuluri [2286] to the Office of the Prime Minister several times from September 2017. Also, present at this first meeting were Shaukat Ali and his son Assad Ali. Usually, at other meetings, during November/December 2017, there were present with Shaukat Ali and his son Assad Ali, also, Konrad Mizzi and Aron Mifsud Bonnici. KS explained to RT that he could not fight with GoM and if RT did not transfer all of his shares in Vitals Malta, KS would cause both professional and personal harm to RT.

b) On 2/12/2017 KS revealed to RT that Steward was to acquire Vitals. This he said in the presence of Armin Ernst and Hamid Yunis, Steward's legal representative. KS asked RT to finish the deal in two weeks

c) On 17/12/2017 RT received a copy of a draft Share Purchase Agreement prepared by Yunis Hamid, Partner from McDermott Will & Emery UK LLP, representing Steward.

d) Several WhatsApp messages were exchanged between KS and RT. In one of these messages KS is stressing importance of closing the deal because he had conference call with Barts. It seems that Barts was also important to the then Minister of Health

e) In Mid-December a meeting took place in Office of the Prime Minister and RT confirmed that JM, then Prime Minister, entered the meeting asking that deal be signed in the next half of hour[2287]

4.6.2. Due Dilligence Report re Steward

224.Mifsud Bonnici Advocates ordered DD on 17/11/2017as requested by Ministry of Tourism around 10/11/2017. DD was performed by C6 intelligence Information Systems. DD Report was dated 01/12/2017.

[2284] Network of audit, tax and consulting experts with offices over the world

[2285] 15 &16 February 2018 according to his testimony

[2286] RT used the verb - summoned

[2287] Ram Tumuluri submission to the Members of the Parliament Malta – Enclosure 1, page 32

According to that DD, CHS System LLC was a limited liability company acquired by the private equity firm Ceberius Capital Management.

225.According to the information submitted to the US Securities and Exchange Commission, on 17/03/2017, Mr Stephen Feinberg was the principal owner of the Ceberius. Also, according to the DD, CHS System LLC was owned by Ceberius Capital Management, Steward HealthCare Holdings LLC and Medical Properties Trust Inc.

4.6.3. Transfer of the Shares

226.On 21/12/2017 RT representing Bluestone Investments Malta Limited and Armin Ernst, representing Steward Healthcare International Limited, executed an Agreement for the Sale and Purchase of the Entire Share Capital of Vitals Global Healthcare Limited Malta (SPA) for EUR 5,000,000[2288]

227.Approval for the transfer of the shares was granted by the Ministry of Tourism on 29/12/2017 though not discussed in front of the Government. The Government discussed that matter on 9/01/2018 and approved a Memorandum prepared and explained by Minister of Tourism.

228.On 1/02/2018 an Amended SPA was signed in which the purchase price had decreased from EUR 5,000,000 to EUR 1

229.The acquisition of the Concession was announced by Steward on 20/02/2018

230.The Sale & Purchase Agreement with "Steward", in fact, contained the following in relation to liabilities:

a) Assumption of liabilities to pay EUR 1,400,000 to "Mount Everest Dubai" & EUR 1,850,000 to Sam Luft

b) Taking over "MTrace" (EUR 1,350,000 / EUR 2,200,000) & "Technoline" (EUR 5,140,000) loans or granting of options over shares in "MTrace" and transferring "Technoline" Note ("Gateway Solutions"" Note)

c) Release of Group Guarantees & Encumbrances - Ashok, Luft option, Sharpoonji agreement)

d) Entry into Ram termination, settlement and release agreement (payment)

e) Termination of a number of Jersey to Malta agreements

f) Transfer and assignment of a number of agreements from Jersey to Malta - including "Ohum", "Partners Healthcare", "MCOP" (prosthetics), "Technoline" and "MTrace p.l.c." supply (but "MTrace" was by then a subsidiary so the agreement with that company may never have been activated).

[2288] Agreement is presented in Ram Tumuluri submission to the Parliament Malta, Enclosure 1, page 33 and Enclosure 2, 000157

The current owner of the Maltese Healthcare Concession is the USA registered, Santa Clara Holdings LLC, which was incorporated on 14/07/2020 in Delaware[2289]

4.6.4. Liabilities transferred to Steward

231.Some of these liabilities are covered above, but in relation to the remaining ones, the following information have been reviewed

4.6.4.1.Samuel Luft

232.On15/03/2017 a Promissory Note for EUR 1,850,000 was issued to "Vitals Global Healthcare Ltd" (Malta), "Bluestone Investments Malta" and Ram Tumuluri. This appears to involve several agreements reached with "SL Entities" - Samuel Luft, "Lufmar Investments", Teresa Luft, "Mel Global Investments" and "Magini Ltd".

233.On 26/06/2017 a letter from "VGH" acknowledged existence of the loan from Sam Luft / "Lufmar Investments".

234.On 12/10/2017 an Option Agreement between "Bluestone", "VGH" and Samuel Luft was signed

235.On 27/11/2017 an acknowledgement by letter was received that Ram Tumuluri / "VGH" obtained a loan of USD 250,000 from "Magini Ltd", Sam Luft and Teresa Luft with an agreement to repay the money on/or before 30/01/2018.

236.On 09/02/2018 and on 04/03/2018 Samule Luft emailed a demand to Ram Tumuluri for repayment of the loan with reference to the option for 5% of the company in the case of default. These demands appear to arise from Mr Luft's knowledge of the SPA with "Steward" and concerns that "VGH's" obligations to him were not going to be met.

237.The 16/03/2018 was the Termination Date for the Promissory Note for EUR 1,850,000.

238.On 20/03/2018 a letter was sent to Sam Luft from the law firm McDermott, Will & Emery concerning an investigation and audit being conducted into the business of "VGH Group" requesting confirmation of the aggregate amount being claimed and the contractual basis for the claim; also stating that payments by "Labuan Trust", "Integral FX LLC" and "MEL Global" to various third parties had been found and asking if any of these related to Mr Luft. This raises serious questions about the record keeping of VGH as it appears that McDermott, Will & Emery had no idea of Mr Luft's claim/s.

239.On 16/04/2018 Sam Luft (via "Magini Ltd") sued "VGH Management Ltd" and "Bluestone Ltd" for the debt of USD 250,000 plus 5% per month interest.

[2289] Delaware is well known as an offshore jurisdiction

240.The settlement of EUR 1,850,000 to Sam Luft was reached as part of the "Steward" SPA.

4.6.4.2.Mount Everest General Trading LLC

241.On 25/08/2017 Mount Everest General Trading LLC issued a Promissory Note for EUR 1,400,000 to "Bluestone Investments Malta Ltd" / "VGH" payable on/or before 16/03/2018.

242.Ram Tumuluri and Fatma Hamed Musabeh Alshibili were listed as directors of Mount Everest General Trading LLC.

243.There are indications that both directors of Mount Everest General Trading LLC were fronts for Shaukat Ali

4.6.4.3.Sharpoorji Pallonji Mideast LLC

244."Sharpoorji Pallonji" was a large Indian conglomerate involved in engineering & construction, infrastructure, energy, real estate, water purifying, recycling, and financial services. "Sharpoorji Pallonji Mideast LLC" appears to be a wholly owned subsidiary.

245.On 08/02/2016 "Sharpoonji Pallonji (Malta) Ltd" was incorporated in Malta (C 74260) as a wholly owned subsidiary of "Sharpoonji Pallonji International FXC" (UAE).

246.On 22/02/2016, an encumbrance to "Sharpoorji Pallonji Mideast LLC" was acknowledged in the "Steward SPA". The company had acquired 44.5% of "Minaean SP" in December 2015, days prior to "Minaean SP" signing an MoU with "Vitals" for supply of "prefab". "Minaean" had noted in a report dated 30/09/2015 that the PPP project they were involved in was the "first strategic partnership between "Minaean" and "Sharpoonji Pallonji".

4.6.4.4.Ashok Rattehalli

247.Mohammad Shoaib Walajahi introduced Ashok Rattehalli to Shaukat Ali and Keith Schembri in August 2014.

248. In September 2014, Ashok Rattehlli prepared financial models for the Gozo hospital project and was a signatory to the Memorandum of Understanding with GoM on 10/10/2014.

249.On 12/05/2015 Ashok Rattehalli was officially contracted as a medical practitioner to take part in the development project of what was at the time "NewCo", later to be named "Vitals Global Healthcare Ltd". This was two days before the Bidding Period was closed.

250.On 19/12/2017 Rattehalli filed a Warrant of Prohibitory Injunction over the sale of the Malta Concession to "Steward Health Care".

251.On 29/01/2018 Rattehalli filed a second Prohibitory Injunction over "VGH's" shares.

252.On 19/02/2018 Rattehalli withdrew the second Precautionary Warrant over "VGH" shares. This followed the 1/12/2017 SPA with "Steward" that

contained a provision to release Group Guarantees & Encumbrances in relation to his claim (and others).

253.It remains unclear what Rattehalli's role was subsequent to the "Bluestone Investor Agreement" of January 2015, two months before the Hospital Concession RFP was issued, he was contracted as what appears to be the lead medical practitioner engaged to assist in the development of the project for the, as yet, unnamed company as referred to in his contract of 12/05/2015 as "NewCo" and in which he was allowed an option on shares. Between May 2015 and December 2017, when he filed a Prohibitory Injunction over the sale of "VGH" shares, he does not feature in the considerable amount of corporate and financial activity that took place.

4.6.4.5.Ram Tumuluri termination, settlement and release agreement

254.The termination agreement and settlement reached with Ram Tumuluri is described in his submission to the members of the Parliament of Malta submitted to the Inquiry by Mark Anthony Sammut on 31/05/2023.

255.On 28/02/2019 Confidential Settlement Agreement and Mutual Release was signed between Steward Group of companies, represented by Ralph de la Torre and Armin Ernst, and Bluestone companies, represented by Ram Tulurumi and Mark Pawley.

256.In the above Agreement, other signed Agreements were mentioned such as: Sales Purchase Agreement executed on 21/12/2017, amended on 01/02/2018, and an Agreement of Termination, Settlement and Release executed on 16/02/2018.

257.Both parties agreed that Steward would pay to Ram Tulurumi EUR 15,500,000 in several tranches. The first one was to be paid in the amount of EUR 6,096,775 on 28/02/2019. The second one was to be paid in the amount of EUR 1,016,130 on 1/02/2020 and third one was to be paid in the amount of EUR 3,387,095 on 1/02/2021

258.Also, both parties agreed that Steward would pay Mark Pawely EUR 5,000,000 in several tranches. The first one would be paid in the amount of EUR 2,903,225 on 28/02/2019. The second one would be paid in the amount of EUR 483,870 on 1/02/2020 and third one would be paid in the amount of EUR 1,612,905 on 1/02/2021

4.6.4.6.Audited accounts and loss of EUR 18 mil

259.According to the Christopher Spiteri testimony on 09/07/2021, Steward took over without any audited accounts and after that transfer Spiteri started to audit accounts. He found the loss of EUR 18 million for the year 2017, out of which EUR 6 million were directors' fees. There were payments to Ram Tumuluri, Mark Pawely, Wajid Shaukat, Assad Ali, Aasia Parveen Shaukat, referred to as special contracts where payroll was not calculated. It is recommended that possible tax evasion should be investigated.

260. *Wajid Shaukat was Marketing Director of Vitals (Dok CC14) from 25/05/2015 but there is a strong indication that the payroll was not performed and that he received a gross amount. He had an employment contract but was paid as if it was under a consultancy agreement.*

261. *Aasia Parveen Shaukat had a Contract of Engagement dated 30/05/2015 "to act as on the board of directors and will be responsible for matters relating to the management of the Company"[2290]. This Contract was found in the seized documents from Spiteri's Office (seizure form 08076). No proof of registration in Job Plus was attached to this Contract. It provided her with gross monthly remuneration of EUR 10,000. There is a strong indication that taxes were not properly calculated or/and paid. After this Contract, she had the same contract with Vitals. It is recommended that possible tax evasion should be investigated.*

262. *Ram Tulurumi and Mark Pawely signed Directorship Agreements on 30/06/2017 retrospectively. They worked and they were paid from 18/05/2015 but without any registration in Jobsplus and Identity Malta. Also, there is a strong indication that taxes were neither calculated nor paid.*

263. *There is a strong indication of tax fraud because taxes and contributions were not calculated by CS, and he did not know whether they declared that income despite being their accountant. Even though it was not declared and according to his testimony he knew it, he did not put any remark about potential risk in audited accounts and gave a positive audit opinion.*

4.6.4.7. Saba Binte Abbas analysis of Ram Tumuluri misappropriation of funds

264. *Saba Binte Abbas (SBA) was a Finance and Administration Manager of Mount Everest General Trading, the company of Shaukat Ali registered in Dubai, before she was employed by Vitals[2291] and later by Steward.*

265. *SBA was a Financial Controller for Vitals from 06/05/2016. She was in the same position when Steward took over Vitals and she was promoted in 2021 to Chief Financial Controller.*

266. *During her role in Vitals she, also, executed payments in a name of Bluestone at the instruction of Ram Tumuluri*

267. *SBA prepared on 23/11/2017 a Report on funds utilized by Ram Tumuluri in order to draw the attention of the concerned officials to the misuse and misappropriation of the public funds*

268. *Her major findings were:*

- *Public Funds used for Acquisition of Companies*

[2290] As stated in Contract of Engagement

[2291] One more proof of Shaukat Ali's influence in VGH

She stated that VGH had received an amount of EUR 49,57 million from the GoM from June 2016 until December 2017 and that a large portion of the funds (21%) was used to acquire the companies during the first year of operations. She declared that the amount spent on Technoline was around EUR 5,7 million, on Mtrace around EUR 1,5 million and on OHUM around EUR 3,33 million

- *Public Funds used for Acquisition of Shares*

  She stated that Ram Tumuluri had paid EUR 5 million (around 10% of the received money) to buy shares from Mr. Ambrish Gupta

- *Public Funds used for Construction*

  She stated that around 11% of the received funds from GoM, around EUR 5,5 million, had been used to pay CAPEX costs "without visible performance on the ground".

- *Public Funds used to repay Loans*

  In her Report she wrote "...VGH faced an inherent monetary deficit during the first year of operations and he (RT) borrowed loans from outsiders. Later, Maltese taxpayer's money is used by Ram to repay the loans up to EUR 1,7 million (app) along with higher interest rates as agreed by him. The minimum interest rate that came to our attention was 40%..."

- *Public Funds used for Offshore offices*

  In her report she wrote "...Ram...paid expenses amounting to EUR 1 million (app) to run the offshore offices located at Dubai, Montenegro, Zurich and Kosovo..."

- *Public Funds used to bear the legal costs of cases against RT*

  She calculated that more than EUR 1,5 million was paid under the legal and consultancy cost out of the public funds.

- *Public Funds used to disburse loans*

  She calculated that app EUR 0,5 million was paid to selected individuals according to RT's discretionary power

269.SBA's estimate of the total amount RT misappropriated was not less than around EUR 25,73 million or 51,91% of the total received money (EUR 49,57) from June 2016 until 23/11/2017[2292]

[2292] In her report it is stated that VGH received EUR 49,57 million from the GoM from the June 2016 until December 2017, but the date of her report was 23/11/2017

270.SBA did not mention any transfer to Shaukat Ali and/or his companies[2293] and this could be a red flag or proof that she was very close to Shaukat Ali and his family, as well as his controlling ears, and eyes in Vitals and late in Steward. In the whole Report there is no mention of Mount Everest Companies, or Accutor AG

271.SBA also listed in her Report statutory obligations that were not paid or/ and not submitted to the relevant Authorities such as:

- *Tax and National Insurance of Employees*

  According to her Report Vitals did not submit the tax and NI contributions of employees for the period from April 2017 to October 2017 (the time her report was prepared). She calculated an amount of up to EUR 2,399 million as a due to the Tax Authorities. Also, FSS (FS7) forms were not submitted because taxes were not paid.

- *VAT Returns*

  Vitals received from the GoM VAT in the amount of around EUR 15 million but did not submit any returns to Tax Authorities

- *Audited Accounts*

  Despite VGH being registered in 2015, the audited accounts for 2015 and 2016 were neither prepared nor filed

272.It seems that this Report was prepared only for internal use by Ali's family but and perhaps also to force RT to agree to sell his shares in Vitals.

273.Important facts arise from this Report:

- *In October/November 2017 Saba Binte Abbas and Shaukat Ali were aware of the misappropriation of funds by RT, of non-payment of taxes and VAT and these facts were not reported to any of the Authorities in Malta*
- *Assad Ali emailed this Report on 24/11/2017 to Keith Schembri, then Chief of Staff of Prime Minister JM and this is proof that KS knew about the misappropriation of funds by RT, of the nonpayment of taxes and VAT and these facts were not reported to any of the Authorities in Malta. It is open to question whether KS reported these facts to the Government or the Prime Minister JM.*
- *Because the Report was commissioned by Shaukat Ali and neither he nor Keith Schembri nor anyone else with knowledge of what was going on in Vitals informed any of the relevant Authorities or Government of Malta of the contents of the Report, strongly suggests that the Report was*

[2293] On 19/07/2017 VGH Management Ltd paid EUR 3 million to Bluestone. Same day, EUR 3,000,040 was transferred to Mount Everest General Trading. Also, on 3/11/2017 VGH paid EUR 150,000, out of what was paid EUR 100,000 to Accutor AG and EUR 50,000 to Mount Everest General Trading LLC

commissioned for another purpose namely to force RT to sell the shares in Vitals to Steward

4.7. Steward corporate structure

274.In February 2018, shares in VGH Ltd were transferred from Bluestone Investments Malta Limited to Steward Health Care International Limited Malta, registered on 01/11/2017.

275.Vitals group of companies changed its name to Steward Malta Management Limited, Steward Malta Personnel Limited and Steward Malta Assets Limited. All three companies were subsidiaries of Steward Malta Limited.

276.Steward Malta Limited was owned by Steward Health Care International Limited Malta, registered on 01/11/2017. Steward Health Care International Holdings Limited UK was the owner of Steward Health Care International Limited Malta and Steward Health Care International Holdings Limited UK was owned by Steward Health Care International LLC, USA

277.The current owner of the Maltese Healthcare Concession is different, owner is Santa Clara Holdings LLC, USA, which was incorporated on 14/07/2020 in Delaware, USA. Dr Ralph de la Torre was the sole shareholder of this company.

278.Steward Malta Limited is owned by Steward Health Care International Limited, Malta which is owned by Steward Health Care International SL, Spain which is owned by Steward Health Care International Investors LLC, USA which is owned by Santa Clara Holdings LLC (87,9%) and its four minority undisclosed shareholders.[2294]

4.8. Acquisition on MTrace P.L.C

279."MTrace p.l.c" was incorporated in Malta (C 73299) on 30/11/2015 and was owned by Giuseppe Musarella through "Taomac Ltd" (C 54951). Company issued 250,000 shares. The directors were Giuseppe Musarella and Andrea Marsilli. The company was a supplier of radiopharmaceuticals.

280.On 9/12/2015, Malta Enterprise approved the allocation of industrial space in the Life Sciences Park and a loan of EUR 4,765,000. On 21/12/2015, an Agreement was signed between MTrace plc and Malta Enterprise for the lease of industrial space at the Life Science Park. Also, Malta Enterprise granted to Mtrace plc a loan of EUR 4,765,000 representing 69% of the cost of the equipment valued at EUR 6,900,000.

281.The loan from ME was granted in tranches and it was agreed that each tranche would be released with proof that MTrace plc paid

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[2294] One in possession of 9,8% of the shares, second one in possession of 2% and the third and forth with 0,15% of shares each.

proportionally, 31% of each issued invoice. Also, it is agreed that payments were to be paid directly to the supplier.

282."MTrace" was acquired by Vitals Procurement Limited, Jersey on 27/10/2016[2295]. It is notable that this acquisition took place 11 months after "MTrace" was incorporated and 13 days after "Vitals Procurement Ltd" was incorporated in Jersey.

283.On 01/11/2016, a few days after MTrace was acquired by Vitals Procurement Limited, Jersey, the Board of Directors of ME gave approval for changing shareholders in MTrace, according to their request. Approval was granted to make a subsidiary of VGH Ltd a new shareholder with 95% shareholding and Mr. Andrea Marsili with 5% shareholding. Despite the approval being granted in respect of the subsidiary of VGH Ltd, the true UBO of MTrace was Ram Tumuluri. The owner of Vitals Procurement Limited, Jersey was another company from Jersey, Vitals Global Healthcare Limited. Obviously, involved persons used with same name to pretend that VGH Ltd Malta was involved[2296]. The owner of Vitals Global Healthcare Limited, Jersey was New Horizons Investment Limited, Jersey, which was owned by Ram Tumuluri. All mentioned companies from Jeresey were formed on the same day, being the 13/10/2016

284.On 11/11/2016 Vitals Procurement Limited, Jersey transferred 12,375 shares to Andrea Marsili. Malta Enterprise gave approval for this transfer of shares but after the transaction had been completed.

285.Board of Directors consisted of Brian Bondin and Andrea Marsili when Vitals held 237,500 shares out of 250,000 and Andrea Marsili 12,500 shares of MTrace plc.

286.DF Advocates[2297] have submitted a letter, signed by Dr Deborah Chappell, on 18/01/2017 addressed to ME, asking for the re-issuance of the Letter of Intent regarding the Cyclotron Project.

287.In documents from ME, submitted by Mr. Joseph Zammit to the Inquiry on 15/02/2024, it can be seen that MTrace submitted the first claim to ME in March 2017 , based on an invoice issued by Comecer numbered 10/17 dated 10/01/17 in the amount of EUR 2,070,000. Confirmation from the Casa dei Risparmi di Forli' (BIC code IBSPIT2F), the bank of Comecer was used as confirmation that Vitals Global Health Care Management Ltd had paid to Comecer EUR 641,700 on 14/02/2017.

288.In BoV bank account IBAN MT59VALL22013000000040023647549 (Steward Malta Management Ltd) this transaction was found. EUR

[2295] Vitals Procurement Limited 24,875 shares out of 250,000 and Andrea Marsili 125 shares out of 250,000

[2296] Described in detail in 4.3.1.

[2297] Documents submitted on 22/02/2024 by ME, USB – 1- additional documentation, 20170118 pdf

641,730 was executed on 09/02/2017 from this mentioned bank account. Money originated from the transfer from the Government of Malta[2298]

289.Also, in the documents submitted by Mr. Joseph Zammit from ME to the Inquiry, is a memo of VGH signed by Ram Tumulurimi on the 06/03/2017, confirming the lending by VGH of EUR 2,139,000, as a shareholder's loan, to MTrace. In the Financial Statements of VGH there is no proof of this loan.

290.On 28/03/2017 ME informed MTrace plc that a direct cash grant in the amount of EUR 194,000 was avaibale and the applications to benefit from it must be submitted by the end of March 2018.[2299]

291.Johann Caruana from ME sent an email on 11/04/2017 to Karl Herrera, Sandra Calleja and Louise Micallef confirming that MTrace had been awarded assistance in the form of a cash grant amounting to EUR 194,000, and that Jesmond from ME would monitor claims himself.

292.On 12/04/2017 MTrace plc received from ME, BoV Cheque no 4000[2300] *for the amount of EUR 28,000 in connection with Invoice No 486 from Emanuel Baldacchino & Company, dated 03/04/2017 under the Business Development and Continuity Scheme, as a cash grant.*

293.With reference to the 01/05/2017 Agreement between "Vitals Procurement Ltd" (Jersey) and "Vitals Global Healthcare Management Ltd" (Malta) involving "MTrace p.l.c.", this Agreement was terminated pursuant to the SPA with "Steward Healthcare" with a provision for entering into a new Agreement to supply nuclear medicine on mutually agreeable terms, if profit margin did not exceed 25%.

294.On 19/05/2017 MTrace plc received from ME, BoV Cheque no 4089[2301] *for the amount of EUR 64,340 in connection with Invoice No 495 from Emanuel Baldacchino & Company, dated 16/05/ under the Business Development and Continuity Scheme, as a cash grant.*

295.On 28/06/2017 MTrace plc received from ME, BoV Cheque no 4192[2302] *for the amount of EUR 101,660 in connection with Invoice No 499 from Emanuel Baldacchino & Company, dated 06/06/2017 under the Business Development and Continuity Scheme, as a cash grant.*

296.Mr. Joseph Zammit from ME submitted to the Inquiry an internal memo dated 06/10/2017 regarding the second claim for a payment to Comecer. Attached was Invoice number 17 from 18/07/2017 in the amount of EUR 2,070,000 issued by Comecer to MTrace plc. Also, attached was proof that

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[2298] Transfer on 07/02/2017 In the amount of EUR 1,457,651

[2299] Documents submitted by ME on 22/02/2024, USB- 2 – registry file scans, 20170328 pdf

[2300] Documents submitted by ME on 22/02/2024, USB- 1 – additional documents, BD Grant claim 1

[2301] Documents submitted by ME on 22/02/2024, USB- 1 – additional documents, BD Grant claim 2

[2302] Documents submitted by ME on 22/02/2024, USB- 1 – additional documents, BD Grant claim 3

EUR 635,500 was paid on 25/09/2017 to Comecer by Technoline Ltd but according to the Proforma Invoice dated 14/09/2017.

297.In the said memo from Joseph Zammut, Chief Officer of Corporate Services of ME, to Mario Galea, CEO at that time of ME, it is stated that beneficiary had already paid 31% (EUR 641,700) which did not correlate to the papers submitted to the Court. Actually, Technoline not MTrace paid EUR 635,500 out of EUR 641,700 (31%).

298.Payment in the amount of EUR 635,500 was executed from Technoline's bank account with BoV 40024904854 on 20/09/2017. Also, on 02/11/2017 Steward, from the BoV bank account ME59VALL22013000000040023647549 paid EUR 6,200 to Technoline Limited regarding "differential amount wrt Comecer Invoice 17/2826A"[2303]

299.This payment and emails are proof that Technoline, MTrace and Vitals/ Steward worked together and that all three companies had the same people at the top of the companies.

300.On 02/01/2018 Brian Bondin resigned as Director of MTrace plc, Malta

301.On 15/01/2018 Andrea Marsili also resigned as Director of MTrace plc, Malta.

302.On 13/08/2018 Vitals Procurement Limited, Jersey transferred 237,500 shares out of 250,000 shares to Steward Healthcare International limited, Malta (C 83293)

303.On 13/08/2018 Armin Ernst, USA and David Meli, Malta were appointed as Directors of MTrace plc, Malta

304.On 29/08/2018 a Memorandum of Understanding between Steward Healthcare International and IM-TT International Medi-Tech Trade SA, Switzerland was signed for the purchase of 95% of the shares in MTrace for the sum of EUR 7,440,000.

305.On 17/09/2018 Malta Enterprise requested that MTrace plc settle the soft loan interest due for the period 01/01/2018-20/06/2018 in the amount of EUR 35,454.55. MTrace asked ME on 24/10/2018 for an extension for the payment as they were actively looking for a third party to take over the company and project.

306.In October 2018, Steward appointed Accutor Consulting AG to act as its Escrow Agent regarding the potential sale of MTrace plc to IM_TT International Medi-Tech Trade AS, Switzerland.

307.On 30/11/2018 David Meli sent an email to Jesmond Silvio from ME, copying it to Mario Galea from ME and Armin Ernst from Steward, asking for a third payment to Comecer. Attached was Invoice number 3 from 20/11/2017 from Comecer to MTrace plc in the amount of EUR

[2303] As stated in the description of the transaction in the bank statement

2,070,000. It is unclear why ME paid to Comecer EUR 1,428,300 on 03/12/2018 knowing that MTrace had not pay its part (31%) of the invoice as required by the signed Soft Loan Agreement.

308.On 06/08/2019 Recognition of the potential buyer to purchase MTrace Ltd, was signed between IM_TT international Medi-Tech Trade SA and Steward. Obviously, something went wrong, and another, new Agreement, Final Sale and Purchase Agreement was signed.

309.On 09/08/2019 MTrace plc submitted an invoice for equipment (part payment) to IM_TT International Medi-Tech Trade SA, Switzerland in the amount of GBP 220,000 to be paid to the account of Accutor Consulting AG[2304], Switzerland in UBS Bank.

310.On 18/10/2019 a Final Sale and Purchase Agreement was signed between IM_TT International Medi-Tech Trade SA, Switzerland, represented by Nicola Roncoroni, and MTrace plc, represented by Armin Ernst and David Meli, of a brand-new Cyclotron Facility located in Malta. The Escrow Account holder, according to this agreement, was Accutor Consulting AG[2305], Switzerland. The purchase price was EUR 11,750,000 and it was agreed in the Agreement that the established Malta Enterprise Transfer Procedure would be followed

311.After this, Armin Ernst sent an email to Kurt Farrugia, CEO Malta Enterprise, David Meli, Keith Schembri and Miroslav Boyanov. He informed them that he had signed the Contract for the Sale of MTrace plc.

312.On the same day, 18/10/2019, Keith Schembri forwarded the said email to Joseph Muscat and Konrad Mizzi. This is a strong red flag that named shareholders in MTrace were merely fronts acting to cover the identities of the real owners and their interests.

313.Obviously, something went wrong, and Steward decided to proceed differently. Armin Ernst, on 9/11/2019, emailed Kurt Farrugia, Malta Enterprise, David Meli, Miroslav Boyanov and Keith Schembri stating that the process regarding the sale of shares was too complex and that they (Steward) decided to defer a sale of the company MTrace plc.

314.On 10/11/2019 Keith Schembri forwarded the email to Asad Ali, Shaukat Ali's son.

315.Obviously, Steward could not execute the already deferred sale because, aas Malta Enterprise, on 26/11/2019, stated to MTrace, the company's loan repayments were overdue.

[2304] Accutor Consulting AG is company connected with Wasay Bhatti and Shaukat Ali, located in Switzerland on a same adreess as other companies such as Accutor AD, Spring healthcare AG

[2305] Accutor Consulting, a company connected with Shaukat Ali and Wasay Batti

316.On 16/12/2019, a Memorandum of Understanding between Malta Enterprise and Steward Healthcare International was signed for the purchase of MTrace plc shares [2306] for EUR 2,200,000

317.On 28/01/2021 Steward transferred 237,500 shares of MTrace plc to Malta Enterprise Corporation, Malta. Also, on the same day, Armin Ernst resigned as Director and Secretary of MTrace plc. Kurt Farrugia was appointed as Director and Joseph Zammit as Secretary.

318.On 1/04/2021 David Meli resigned from his position as Director

319.On 19/05/2022 Jesmond Silvio from ME was appointed as Director of the MTrace plc, Malta

320.Obviously, there were a lot of discussions and documents signed. Even, Government officials were involved in "life" of MTrace, according to the FDD of MTrace performed by RSM, Malta[2307] on 14/05/2020, MTrace submitted tax returns for 2017, 2018 and 2019 on 27/02/2020 after all deadlines expired.

321.Also, in seized documents, (seizure form 08087 dated 06/09/2021) from Kurt Farruga, CEO Malta Enterprise, it was found that Queen Mary University of London – Malta Limited (C69087) also got a Grant in the amount of EUR 200,000. There is a strong indication that this was not the only Grant given and future investigation of all Grants is recommended.

4.9. Acquisition of Technoline Ltd

322.Unlike "MTrace plc", which was acquired directly by a "Vitals group company", "Technoline Ltd" was acquired by its former sales manager, Ivan Vassallo, with funding from a Convertible Note issued to a "Vitals" entity, the same one that acquired "MTrace", "Vitals Procurement Ltd", Jeresey.

323.On 20/12/2016 "Gateway Solutions" issued a Convertible Note in favour of "Vitals Procurement Ltd" (a Jersey registered entity) for the sum of EUR 5,140,000.00. [2308]

324.Tecnoline shares were evaluated by Marjoe Muscat, CPA, and registered Auditor.[2309] According to this valuation on 28/02/2017, assets (immovable property of Tecnoline) had a value of EUR 1,275,000 and net reserves were EUR 1,226, 860. Based on the above, the value of one share was determine as EUR 65,41. Assets, immovable property, being a warehouse "Regional House" in Gzira, was valued according to the market value by DI Periti architects on March 2 016 at the request of HSBC bank. Value was, on 28/03/2016, EUR 1,275,000

[2306] 237,500 shares

[2307] Documents submitted by ME on 22/02/2024, USB – 1- additional documents, 20200514 pdf

[2308] This Note was assignable to Steward Health Care as part of the SPA of 1st December 2018 para 7.11.3

[2309] Close to all Ivan Vassalo companies/ Ivan Vassalo

325. *There were numerous potential investors and scenarios described in Ivan Vassalo's diary.*

326. *Camilleri Preziosi, advocates, issued on 16/05/2016 Invoice 14342 to Gateway Solutions Limited for the attention of Ivan Vassalo for professional services rendered the period from January to March 2016 in connection with drafting and negotiation of share purchase agreement in the amount of EUR 3,941.20 (Dok RS 6a and Dok RS 6b[2310])*

327. *On 14/02/2017, the transfer from "G.A.E Investments Ltd" to "Gateway Solutions Ltd" of 50% ownership of "Technoline Ltd" was made for EUR 1,3 million*

328. *Also, on 14/02/2017 Ivan Vassallo was appointed a director of the company (Anthony Gullaimier and Jonathan Gullaimier resigned as directors the same day).*

329. *According to the Office of The Commissioner for Revenue (Dok NS2) G.A.E Investments Ltd transferred out of 40,000 shares, 20,000 Technoline shares to Gateway Solutions Ltd with a capital gain of EUR 91,000 and duty was calculated in amount of EUR 80,314 / EUR 72,040[2311]. According to BoV duty was paid to DGIR in amount of EUR 91,000 and that amount does not match documents received from Tax Authorities. EUR 1,300,000 was paid for the transfer of the shares.*

330. *On 07/04/2017 the transfer from "T.D.C Holdings Ltd" to "Gateway Solutions Ltd" of 50% ownership (giving it 100% in total) of "Technoline Ltd" was made for EUR 2.1 mil signed by Thomas Cusens and Ivan Vassalo.*

331. *According to the Office of The Commissioner for Revenue (Dok NS1) T.D.C. Holdings Ltd transferred out of 40,000 shares, 19,999 Technoline shares to Gateway Solutions Ltd with a capital gain of EUR 147,001 and duty was paid in the amount of EUR 105,000. Shares purchase price paid was EUR 2,100,000*

332. *Also, according to the same document (Dok NS1) T.D.C.Holdings Ltd transferred out of 40,000 shares, 1 share of Technoline to Ivan Vassalo. For the share transfer EUR 105 was paid. In the bank accounts of Ivan Vassalo was found no proof of this transaction.*

333. *Ivan Vassallo bought 1 share and allegedly paid EUR 105 for it. However, during the analysis there was not found any proof of that payment from any account that is related to Ivan Vassallo. Also, no outflow towards "T.D.C Holdings Ltd" from his personal accounts could be found. When analyzing the bank statements of all bank accounts related*

[2310] Documents obtained from the Technoline search in December 2020

[2311] Both amounts are in tax declaration, EUR 80,314 declared and EUR 72,040 handwritten nearby previous mentioned amount

to Ivan Vassallo, it can be determined that there is no correlation between him, and the entity previously mentioned.

334.On 07/04/2017, "T.D.C." shares were transferred to "Gateway Solutions", with one share transferred to Ivan Vassallo personally. Thomas Cusens resigned as a director the same day. Simon Cusens resigned as a director three months later, on 25/07/2017.

335.On 26/04/2017, just 19 days after the "T.D.C." share transfer, a 'Preliminary Agreement' between "VGH" and "Technoline" was entered[2312]into.

336.On 28/06/2017 Technoline received EUR 100,000 from Bluestone

337.On 22/07/2017 a "synergy" between "Vitals" and "Technoline" was announced.[2313]

338.On 24/07/2017 Technoline received EUR 100,000 from Bluestone

339.On 26/09/2017, "Technoline" took out loans totalling EUR 4,000,000.00 from BOV for "business purposes – growth"[2314]. Given the effective "ownership" of "Technoline", loans to the company should be viewed with some suspicion as potentially ending up with parties related to "VGH".

340.During 2017 Technoline received from VGH EUR 718,200 in 4 tranches, for procurement, equipment, supply as stated in the description of the transactions

341.There is a reference in late 2017 to Yaser Ali Bader being appointed as a director of "Technoline". Bader's registered address was listed as the same Tigne flat as Ali Abdul Ghafoor - aka Shaukat Ali Chaudry) - Apt T9F8 Tigne Point, Sleima, Malta. Bader is described as a relative of Shaukat Ali Chaudry[2315]. Shaukat Ali was one of the signatories to the original MoU in November 2014 and a shareholder of "Medical Health Management & Consulting Ltd" which was reported to be the vehicle through which the acquisition of "St James Hospital" was to be made. Shaukat Ali Chaudry is described as "advisor to the Maltese PM"[2316].

342.Shaukat Ali Chaudry, therefore, appears to be a key figure in the early planning of the group's foray into hospitals in Malta and his role appears to be fairly high-level. He appears to have been directly involved in the failed plan to take over "St James Hospital" but after that, other than

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[2312] Ref para 7.9.1(d) of Schedule A of Amended SPA of 1st Feb 2018 between Bluestone and Steward - this para terminated at Agreement to be replaced by a new, local agreement.

[2313] www.independent.com

[2314] www.maltatoday.com.mt.news

[2315] We have not independently verified this family connection and have not sighted any supporting documentation

[2316] Reference to this information is a Running Commentary article of 31 May 2016 that cited a Due Diligence report filed by an unnamed consultant to a party assessing the Hospital Concession RFP (Doc ref IMG_20191022_001.pdf)

maintaining a directorship in "Medical Health Management & Consulting Ltd", to have no visible role in matters pertinent to this enquiry that have been reviewed thus far. It is curious, therefore, that an apparent relative of Shaukat Ali Chaudry with hitherto no role in the matter is appointed a director of the company awarded an exclusive supply contract to "VGH". That fact is a "red flag" for possible conflicts of interest in both the acquisition of "Technoline" by Ivan Vassallo, funded by "VGH", and the operation of the supply contract.

343.By the option held over the "Technoline Convertible Note", there is support for the contention that "VGH" were, in fact, awarding the lucrative supply contract to 'themselves'. In that case, Ivan Vassallo would be a participant in that scheme and willing to act as the "official face" of "Technoline". The analysis of documents pertaining to Gateway Solutions Ltd's financial history and position and, at least from that entity's perspective, agree that Vassallo did not have the financial wherewithal to fund the acquisition himself. The Convertible Note from "VGH", therefore, is the only possible way he could have funded the acquisition. The supply agreement that followed so closely, being entered into by the same people that funded the acquisition, raises serious doubts about the legitimacy of any claim Vassallo may make to operating independently of "VGH" and concerns of a conflict of interest in the exclusive supply contract.

4.9.1. Ivan Vassalo

344.According to the HSBC Ivan Vassalo was signatory of the Sovereign Grand Lodge of Malta

345.According to the testimony of Kamal Sharma on 06/04/2022, he met Ivan Vassalo from Technoline in Malta and he was introduced by Shaukat Ali to him. " ... The only thing that I spoke to him about was this car that he wanted to import to Malta. After he left Shaukat Ali told me that he was a director of Technoline alongside Shaukat Ali's nephew, Yaser Bader. ... He (IV) was literally walking past in the Dragonara Hotel in Malta and Shaukat Ali said oh, come here and he came, and he spoke to him for a while. I stepped away because they were discussing something private and then Shaukat Ali called me and said oh my friend needs to import a car and you mentioned your brother-in-law sells cars and you know, that's what happened with Mr. Vassallo. "

346.Also, according to the testimony of Kamal Sharma on 21/03/2022, Ivan Vassalo was a nominee director and Technoline was a company of Ali's family. "...he (IV) was a front man, exactly Shaukat Ali, and that's why his nephew was in there, Yaser Badar. "

347.Ivan Vassallo participated in several companies such as:

- *Technoline Limited C 4250*

Incorporated on 15/11/1978. Shareholders as of 2017 were Gateway Solutions Limited (20,000 A shares; 19,999 B shares) and Ivan Vassallo (1 B Share). Director was Ivan Vassalo but afterwards directors were Ivan Vassallo and Yaser Ali Badar[2317]. Company Secretary was David Meli[2318]

- *Gateway Solutions Limited C 49432*

  Incorporated on 20/04/2010. Shareholder as of 2014 was Ivan Vassalo (1,500 shares). Director and Company Secretary was Ivan Vassalo

- *Eurybates Limited C 72304*

  Incorporated on 18/09/2015. Shareholder was Ivan Vassallo (1,200 shares). Director and Company Secretary was Ivan Vassalo

- *MMXVI Limited C 74333*

  Incorporated on 12/02/2016. Shareholders were Ivan Vassallo (240 shares), BT International Limited nominee (480 shares) and BT International Limited nominee (480 shares). Director was Ivan Vassallo and Company Secretary was Ivan Vassallo. In Ivan Vassallo's diary there is a note regarding MMXVI with initials AH, PS and IV. It is a proof that BT International possessed shares in a name of Piere Sladden and Adrian Hillman. On 15/07/2017 Tonio Farrugia was appointed liquidator

- *Pharmaline Limited C 80144*

  Incorporated on 24/03/2017. Shareholder was Technoline Limited (1,200 shares). Original shareholder was Ivan Vassallo and shares were transferred to Technoline on 30/05/2017. Directors were Ivan Vassallo and Simon Cusens. Simon Cusens resigned on 21/08/ 2017, replaced by Deborah Chappell[2319], who then resigned on 14/03/2018 and replaced by David Meli[2320]

- *Siriline Limited C 89608*

  Incorporated on 28/11/ 2018. Shareholders were Ivan Vassallo (625 shares) and Giuseppe Maurizio Rifici [2321](625 shares). Directors were Ivan Vassallo and Giuseppe Maurizio Rifici. Company Secretary was Rebecca Vassallo

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2317 relative of Shaukat Ali Chaudry

2318 David Meli was a very good friend of Assad Shaukat Ali. In 2015 he was engaged as a lawyer of Bluestone, Vitals companies

2319 Dr. Chappell is a qualified solicitor and had direct dealings with key players in hospital concession such as Sri Ram Tumuluri, Keith Schembri, Shaukat Ali Chaudhry, Assad Shaukat Ali, Ivan Vassallo and others with a controlling interest in Bluestone Investment Malta Limited, Vitals group of companies, Pivot Holdings Limited, Gateway Solutions Limited, Technoline Limited, Pharmaline Limited and Steward Healthcare International Limited. Deborah Chappell was employed in Vitals, according to the Job Plus (Dok JS1) from 01/02/2017 until 16/02/2018 as Chief Legal officer.

2320 David Meli was a very good friend of Assad Shaukat Ali. In 2015 he was engaged as a lawyer of Bluestone, Vitals companies.

2321 Giuseppe Rifici was the owner of Sirimed SRL

4.9.1.1. Ivan Vassallo's diary and connected people

348.Clear personal and business relationships with Pierre Sladden, Adrian Hillman, Keith Schembri and Brian Tonna

349.After the meeting held on 15/04/2015 between Simon Cusens, Guillaumier and IV, he wrote in his diary – "...so I said yesterday the best scenario would be that you sold your shares to someone with whom I could work ...I was embarrassed yesterday ...that both you and Simon think I am a constraint on what you do with your own property... Why don't I try to purchase your shares...Simon would be happy to have me as his partner; I would be happy working .... you would been reached your goal ...."

350.In diary there were lot of notes regarding the meetings with BT where were discussed potential acquisition, gamma knife, extension to MAN.

351.Latest May 2015 in his diary it was a scenario for consortium for buying shares from TG (45% to X, 5% to I) and SC (5% to I)

352.On 8/06/2015 IV had a meeting with Cusens regarding Technoline consortium / JV, noted as advanced engineering.

353.In July 2015 IV started to explore possibilities to have HSBC, BANIF, Pilatus bank guarantees to obtain a loan. There were plenty of drafted ideas, but one put a different light on this transaction.

354.In July 2015 IV recorded alternative shareholdings for Gateway to four persons marked only with the initials "PS[2322], AH[2323], K and K". IV ascribed a value of 22.5% to each of them, giving the four 90% of Gateway, with the remaining 10% for himself.

355.There was also, another note of possible Gateway shareholders – PS, AH, X, Y through nominees.

4.9.2. Gateway Solutions Limited as a company that made acquisition of Technoline Ltd

356.Gateway Solutions Ltd was registered by Odette Vassalo on 20/04/2010 with issued 1,500 shares with a nominal value of EUR 1 per share.

357.On 15/07/2014 shares were transferred to Ivan Vassalo

358.Also, there were a lot of scenarios for purchase Technoline, among one that Pilatus bank will give EUR 5million loan and possible JV with Attard[2324]

359.On 28/07/2015 in meeting with Simon Cusens, IV discussed Pilatus loan to purchase Technoline.

[2322] Piere Sladden

[2323] Adrian Hilmann

[2324] As per JV diary notes

360.On 27/08/2015 IV had a meeting with Guillaumier when the two of them, according to the notes in IV diary, discussed the purchase price

361.On the same day IV had a meeting with Nexia BT (notes – BT, AH, PS, N)

362.On 02/09/2015 IV had his very first meeting with Ram Tumuluri, according to the notes in his diary, when they discussed a sale of equipment to VGH for EUR 15 mil and that VGH will pay 40% of advance to Gateway

363.In notes describing as "briefing for John", IV described VGH: Dr Ambrish Gupta as the Medical side of the partnership, Ram Tumuluri as in the finance and political side. That VGH is in process of concluding and signing a contract with the government to build and refurbish 1200 beds over the next two years. That VGH and Bluestone will than operate those facilities. That GoM knows that they need a Gamma knife service.

364.On 15/01/2016 there was another meeting in Nexia BT regarding the tax implications. Simon Cusens, Mario Gatt, Brian Tonna and IV were present

365.On 06/12/2016 IV discussed with RT who will be appointed as codirector in front of VGH (someone acceptable to HSBC, who is already with positive KYC and unrelated to VGH)

366.On 24/01/2017 IV had another meeting with Ram Tumuluri to discuss a transfer of funds to Gateway and future steps. One of the notes – "who is my boss?" put a different light on the process. Nearby it was written RAM. This is evident to be clear proof that Ivan Vassalo was just a front man chosen by ones in position to make decisions and transfer money. If money came from Vitals, it obviously came first from GoM.

367. Also, at that meeting IV's salary was discussed. Employment contracts were drafted for Ivan Vassallo and CFO Mario Gatt. In December 2016 and later dated April 2017, they were to come into effect once the acquisition was completed. The contracts entitled each man to a salary of EUR 100,000 per year. IV's salary prior to the acquisition was EUR 50,000 per year. It is very unusual that employment contracts would be drawn up in advance of the acquisition date, especially for the future owner. This was further proof that IV was just a front man.

368.On 10/02/2017 there is a note of a phone call with Ram Tumuluri regarding, as described, Plan 1 - GAE acquisition:

- *EUR 1,8 million transfer to Gateway Solutions cleared by Monday early morning*
- *We will appoint a director on Tuesday to replace one of the GAE directors*
- *The time difference between the GAE and TDC acquisition will also benefit TDC as they will not appear to have been negotiating behind GAE's back*

- *There were also two notes, " Mario spoke to Ram and Transfer to GWS when?"*
- *On 17/05/2017 there were notes regarding Yaser Badar, Pakistani, future director of Technoline. Notes are regarding his Residency Card and residing in Malta.*

4.9.2.1. Gateway Solutions LTD bank accounts

4.9.2.1.1.Bank of Valletta

369.The analysis was performed on the below bank account:

Bank Name	*Bank of Valletta*
Account Number (IBAN)	*40023620663*
Account Owner	*Gateway Solutions LTD*
Time Period (Date)	*From 08/10/2015 To 14/11/2019*
Currency	*EUR*
Outflow Turnover	*(EUR 5,007,119.35)*
Inflow Turnover	*EUR 5,016,669.6*

370.There are only two relevant inflows which both have in their description "Vitals Global HCARE", listed below:

a) EUR 1,800,000.00 on 14/02/2017 paid by VGH Management Ltd, procurement payment.

b) EUR 3,100,000.00 on 07/04/2017 paid as advance payment for procurement

c) There is also one more inflow from this entity in the amount of EUR 42,000.00 on 21/03/2017

371.The inflows were made on the same dates as the transfers of the shares made completed

372.This proves that the source from which the money came was "Vitals Global Health Care" since "Gateway Solutions Ltd" could not have acquired "Technoline Ltd" with its own resources.

373.Regarding the outflows, the highest one made amounts EUR 1,209,002.91 on 14/02/2017. On the same date there were two more payments in the amount of EUR 91,002.91 and EUR 500,002.91. Since these are all cheque payments, they all have "2.91" (added in the end) as a fee.

374.The scanned copies of these cheques presented by BoV (Dok GV1), gave further information:

a) *EUR 1,209,000.00 on 14/02/2017was paid to "G.A.E Investments Ltd", executed on 17/02/2017 in BoV*

b) *EUR 500,000.00 on 14/02/2017 was paid to "Technoline Ltd" and paid into HSBC bank account on 15/02/2017*

c) *EUR 91,000.00 on 14/02/2017 was paid to "DGIR"*[2325]

375. *As already mentioned in this Report, on 14/02/2017, the transfer of ownership from "G.A.E Investments Ltd" to "Gateway Solutions Ltd" (giving it 50% in total) of "Technoline Ltd" was done for approx. EUR 1.3 mil which matches to the outflows mentioned in previous paragraph (1,209,000 + 91,000)*

376. *In the bank account of Technoline in HSBC number 006-051452-002 was found an inflow of EUR 500,000 executed on 14/02/2017 by cheque. On the same day that bank account had a debit balance of around EUR 168,000.*

377. *On 16/02/2017 EUR 500,000 was paid to G.A.E. Investments Ltd by cheque number 028830 (Dok "TZ" from 14/11/2023) issued by Technoline. Future investigation in possible tax evasion is necessary regarding this payment.*

378. *In the files of the Dok RS 6a and Dok RS 6b*[2326] *there was found a print of money spent and funds needed to purchase TDC shares. In that spreadsheet it is stated that GAE received EUR 1,209,000 from BoV and also dividends in the amount of EUR 500,000 from BoV. In the same document it is written that S. Cusens received EUR 55,000 from BoV. Possible tax evasion is to be investigated for Gateway Solutions, T.D.C and Simon Cusens. Funds needed are stated in this document to be EUR 3 million in order to pay T.D.C EUR 3 million split into share purchase EUR 1,853,001, dividends EUR 0,9 million, CGT EUR 147,001 and S/duty EUR 105,005*

379. *It is very unclear why both companies which had the same percentage of shares were paid different amount as dividends. Possible tax evasion to be checked.*

380. *On 07/04/2017, there were five other outflows similar to the previous ones, this time executed by cheques in the amounts of: EUR 900,002.91; EUR 147,003.91; EUR 105,007.91; EUR 1,000,002.91; EUR 853,001.91.*

381. *The scanned copies of the cheques presented by BoV (Dok GV2 & GV3), gave further information:*

a) *EUR 147,001.00 on 07/04/2017was paid to "DGIR"*

b) *EUR 1,000,000.00 on 07/04/2017 was paid to "T.D.C Holdings Ltd" and paid into HSBC bank account on 11/04/2017*

[2325] Tax Authorities

[2326] Documents obtained from the Technoline search in December 2020

c) *EUR 852,999.00 on 07/04/2017 was paid to "T.D.C Holdings Ltd" and paid into HSBC bank account on 11/04/2017*

d) *EUR 900,000.00 on 07/04/2017 was paid to "Technoline Ltd", executed on 10/04/2017 by Technoline*

e) *EUR 105,005.00 on 07/04/2017 was paid to "DGIR"*

382.BoV submitted in Dok GV1, Dok GV2 and Dok GV3 copies of all cheques involved in these two transactions. The cheque in the amount of EUR 900,000 issued to Technoline was never banked which BoV failed to disclose. There is no inflow on any Technoline bank accounts. Also, HSBC bank presented two cheques from BoV issued to T.D.C. Holdings Ltd, instead the one presented by BoV. One cheque was in the amount of EUR 400,000 and another one in the amount of EUR 500,000 issued to T.D.C. Holdings Ltd not to Technoline as stated by BoV.

383.Amount of EUR 900,000 was not found in Technoline bank account with HSBC

384.This is just one example of many inconsistencies in information / invalid information/ inaccurate information provided by BoV in this inquiry.

385.On 07/04/2017, the transfer of ownership of Technoline from "T.D.C Holdings Ltd" to "Gateway Solutions Ltd" (giving it 100% in total) of "Technoline Ltd" was done for approx. EUR 2.1 mil which does not completely match to the outflows mentioned in the above paragraph.

386.Further information was obtained from HSBC regarding the executed cheques from BoV. According to these four cheques:

- *Cheque number 221838 issued by BoV in amount of EUR 852,999*
- *Cheque number 221837 issued by BoV in amount of EUR 1,000,000*
- *Cheque number 221841 issued by BoV in amount of EUR 400,000*
- *Cheque number 221842 issued by BoV in amount of EUR 500,000*

were issued to T.D.C. Holdings Ltd (total amount EUR 2,752,999) which is contrary to the information submitted by BoV.

387.In evidence submitted by HSBC there was a Share transfer between T.D.C. Holdings Ltd and Gateway Solutions Ltd for the amount of EUR 2,100,000 which does not correlate with the sum of any payments. There is handwriting on the bottom of that page, presumably by banking staff, "sale EUR 2,1 mil minus 0,147 paid tax = diff EUR 1,852,999 – cheques". The problem is that the difference is EUR 1,953,000 not EUR 1,852,999 and the difference that was paid to T.D.C. Holdings Ltd is EUR 100,001, similar but not same as the other tax paid in the amount of EUR 105,005

388.Also, HSBC submitted to the court Technoline's dividend warrant to T.D.C. Holdings Limited dated 31/12/2015 in the amount of net dividend EUR 500,000. In the same document it was stated that the gross dividend

was EUR 769, 230 and that tax paid was EUR 269,230 but there was no proof of tax paid submitted by the bank nor by the Tax Office. This transfer could involve tax evasion. Also, it is signed by Ivan Vassalo , who was not, on that day, 31/12/2015 , a director of Technoline.

389.HSBC submitted to the court, also, another Technoline dividend warrant to T.D.C. Holdings Limited dated 06/04/2017 in the amount of net dividend EUR 400,000. In the same document it stated that the gross dividend was EUR 615,385 and that tax paid was EUR 215,385 but there was no proof of tax paid submitted by the bank nor by the Tax Office. This transfer could also involve tax evasion.

390.It is unclear why those dividends, if payments were legitimate, were not also paid to the other shareholder, G.A.E. Investments Ltd in a same amount.

391.According to the BoV customer's copy with date 10/04/2017 Gateway Solutions Ltd paid to T.D.C. EUR 400,000. This was found in the files Dok Rs 6a and Dok RS 6b. These files were obtained during the search in Technoline premises in December 2020 and submitted to the Court by Inspector Rennie Stivala in January 2021.

392.Also, according to the BoV customer's copy with date 10/04/2017 Gateway Solutions Ltd paid to T.D.C. EUR 500,000 found in the files Dok RS 6a and Dok RS 6b. These files were obtained during the search in Technoline premises in December 2020 and submitted to the Court by Inspector Rennie Stivala in January 2021.

4.9.3. Technoline bank accounts

4.9.3.1. BANIF Bank

393.The bank provided us with the information regarding the entity "Technoline Ltd". Bank accounts for which information was provided are:

BANIF Bank				
Name	IBAN	Currency	From	To
Technoline Limited	MT06BNIF145020004680910190000	EUR	04/01/2013	19/09/2019
Technoline Limited	MT73BNIF145020004680910390000	EUR	28/04/2017	01/08/2017
Technoline Limited	MT32BNIF145020004680915190000	EUR	02/08/2016	28/06/2017
Technoline Limited	MT17BNIF145020004680915290000	GBP	28/06/2016	14/03/2018
Technoline Limited	MT17BNIF145020004680970190000	EUR	25/01/2013	03/12/2014
Technoline Limited	MT17BNIF145020004680970390000	EUR	21/11/2014	21/08/2016

394. *The analysis was performed on the below bank account:*

Bank Name	*Banif Bank*
Account Number (IBAN)	*MT06BNIF14502000468091019000000*
Account Owner	*Technoline Limited*
Time Period (Date)	*From 04/01/2013 To 19/09/2019*
Currency	*EUR*
Outflow Turnover	*(EUR 11,980,950.00)*
Inflow Turnover	*EUR 12,063,770.62*

395. *Most of the inflows were made by "Cheque Deposits". However, there are also inflows from various entities. Out of approx. 12 mil inflows analysed approx. 8 mil are of greater relevance*[2327] *and they are listed below:*

Transaction Description	*No. of Transaction*	*Total in EUR*
Cheque Deposit	*43*	*3,839,244.71*
SEPA CASHIER MALTA GOVERNMENT	*5*	*1,821,310.09*
SEPA TECHNOLINE LTD TECHNOLINE L	*5*	*750,000.00*
SEPA TREASURY	*3*	*227,449.39*
Loan Drawdown	*2*	*424,000.00*
SEPA FROM CASHIER MALTA GOVERNMENT	*2*	*306,956.83*
Invoice Discounting Gov of Malta	*1*	*265,724.60*
Invoice Discounting Mater Dei	*1*	*82,475.51*
Inward Payment from TECHNOLINE LTD	*1*	*75,000.00*
SEPA EU-Tech	*1*	*156,674.22*
SEPA FROM TECHNOLINE LTD	*1*	*60,000.00*

396. *The three largest inflows were made by "SEPA CASHIER MALTA GOVERNMENT"*[2328] *and they were:*

[2327] relevant = values that are greater than EUR 50,000.00 and relate to transactions with descriptions relevant to this inquiry

[2328] Government of Malta

a) EUR 403,832.66 on 06/07/2017
b) EUR 312,747.89 on 23/08/2017
c) EUR 691,133.15 on 28/09/2017

397.Regarding the outflows, below are listed the most relevant[2329]:

Transaction Description	No. of Transaction	Total in EUR
TECHNOLINE LTD	11	1,220,928.70
Cheque payments	4	1,056,895.02
Instalment payment	8	654,995.00
BOV	4	450,000.00
70 Percent on invoice 210500745	2	297,132.50
Settlement of Invoice- GOV	1	265,724.60
MED81F	2	203,652.76
CPSU- TEchnoline ltd	1	200,000.00
TEchnoline LTd- CPSU	1	200,000.00
Transfer to BOV	1	200,000.00

398.The greatest amount of funds was outflowed from "Technoline Ltd" (itself). There were 122 outflows in total to "Technoline Ltd" (itself), however only 11 fulfills the research criteria. Apart from that, there were multiple cheque payments, for which no further details exist. Also, 465 cheque payments in total were registered, however only 4 fulfills the research criteria.

399.The outflows that were marked as instalment payments are noticed in a total of 52 transactions (about EUR 1,03 mil) in the period from 25/01/2013 to 21/08/2016. The amounts vary from time to time. However, in the 10 of outflows of which 3 have description "Loan repayment..." with the total amount of EUR 47,111.11 relate to a Credit Agreement.

400.It was also observed that other amounts of instalment payments, in a total of 52 payments, were repeated over time:

Transaction Description	Total in EUR	No. of Transactions
Instalment payment	1,030,486.00	52

[2329] relevant = values that are higher than EUR 50,000.00 and transactions with descriptions relevant to this inquiry

GN

1,222.99	42,804.65	35
1,223.04	1,223.04	1
1,685.54	1,685.54	1
47,111.11	329,777.77	7
68,335.00	136,670.00	2
73,160.00	73,160.00	1
89,033.00	445,165.00	5
LOAN REPAYMENT - 46809 40 001	141,333.33	3
47,111.11	141,333.33	3
Grand Total	1,171,819.33	55

401.The outflows from this bank account (transactions with the description "BOV") correlate with the inflows on the account in BoV owned by "Technoline Ltd".

402.The analysis was also performed on the second bank account in the table:

Bank Name	Banif Bank
Account Number (IBAN)	MT73BNIF14502000468091039000000
Account Owner	Technoline Limited
Time Period (Date)	From 28/04/2017 To 01/08/2017
Currency	EUR
Outflow Turnover	(EUR 348,200.11)
Inflow Turnover	EUR 348,200.11

403.As it can be seen in the table above, the bank statement covers only a three-month period with only four transactions in total. Two inflows and two outflows are presented below:

Date	Transaction Description	Amount
28/04/2017	Invoice Discounting Gov of Malta	(EUR 265,724.60)

28/04/2017	Invoice Discounting Mater Dei	(EUR 82,475.51)
01/08/2017	Settlement of invoice-GOV-Technoline Ltd	EUR 265,724.60
01/08/2017	Settle of invoice-MaterDei- Technoline	EUR 82,475.51

404. It is important to mention that both bank accounts (MT06BNIF145020004680910190000000 & MT73BNIF145020004680910390000000) were allowed an overdraft of over EUR 150,000

405. Besides the bank statements, the bank provided three Credit Agreements with "Technoline Ltd". The Credit Agreements were signed on:

a) 24/03/2012

b) 15/07/2013

c) 20/04/2015

406. All Credit Agreements were granted before the closing dates for the bids (19/05/2015). "Technoline Ltd" worked with Government of Malta and state-owned entities before Concession Agreement was signed.

407. On 24/03/2012, the bank and "Technoline Ltd" signed a Credit Agreement which gave the company funds in total up to EUR 1,860,000.00. The money was allocated as follows:

a) Business Overdraft in the amount of EUR 200,000.00, for working capital related to the company's business.

b) Discounting Facility in the amount of EUR 450,000.00, for working capital related to financing book debts in relation to Government of Malta or state-owned entities, "St. James Hospitals and clinics", "Activas Ltd" and "Arrow Pharm Malta Ltd".

c) Guarantee Facility in the amount of EUR 350,000.00, for the company to be able to issue Letters of Credit and Guarantees as may be required from time to time in connection with the company's business.

d) Business Loan in the amount of EUR 860,000.00, to finance the purchase of an "Oncology Radiation Treatment Planning System" was to be installed at "Sir Paul Boffa Hospital".

408. For the first three allocations stated above, the relevant terms of the Credit Agreement were reviewed semiannually (with the

next date being the 30/06/2012). For the last term, it was stated to be repaid in full by 30/04/2015. It was agreed that the security that bank held was principally as follows:

a) Joint and Several Personal guarantees [2330] by:

i. Mr. Anthony and Mrs. Mary Yvette Guillaumier–EUR 1,900,000.00

ii. Mr. Jonathan and Mrs. Sacha Guillaumier – EUR 1,900,000.00

iii.Mr. Thomas and Mrs. Doris Cusens – EUR 1,900,000.00

iv.Mr. Simon Mark Cusens– EUR 1,900,000.00

b) Company guarantees by:

i. G.A.E Investments Limited – EUR 1,900,000.00

ii. T.D.C. Holdings Limited – EUR 1,900,000.00

c) Multiple Letters of undertakings by the company directors, shareholders (no dividend payments without bank's further approval for example etc.)

409.On 15/07/2013, the bank and "Technoline Ltd" signed a Credit Agreement which gave the company funds in a total of EUR 424,000.00 as a business loan in connection with the financing of the supply of medical equipment for "Boffa Hospital".

410.The duration was 27 months from the date of the first drawdown. There were 9 quarterly capital instalments of a minimum of EUR 47,111.11.

411.It was agreed that the security that the bank held was principally as follows:

a) Joint and Several Personal guarantees [2331] by:

i. Mr. Anthony and Mrs. Mary Yvette Guillaumier – E U R 424,000.00

ii. Mr. Jonathan Guillaumier – EUR 424,000.00

iii.Mr. Thomas and Mrs. Doris Cusens - EUR 424,000.00

iv.Mr. Simon Mark Cusens – EUR 424,000.00

b) Company guarantees by:

i. G.A.E Investments Limited – EUR 424,000.00

ii. T.D.C. Holdings Limited – EUR 424,000.00

[2330] The individual (hence the guarantee) is potentially responsible for repaying the entire loan amount.

[2331] The individual (hence the guarantee) is potentially responsible for repaying the entire loan amount.

412.On 20/04/2015, the bank and "Technoline Ltd" signed a Credit Agreement which gave the company funds in total up to EUR 1,450,000.00. The money was allocated as follows:

a) Business Overdraft in the amount of EUR 300,000.00, for working capital related to the company's business.

b) Discounting Facility in the amount of EUR 1,000,000.00, for working capital related to financing book debts in relation to Government of Malta or state-owned entities, "St. James Hospitals and clinics", "Activas Ltd" and "Arrow Pharm Malta Ltd".

413.The allocations above were reviewed semi-annually (with the next date being the 31/10/2015). It was agreed that the security that bank held was:

a) Joint and Several Personal guarantees[2332]by (here are listed most relevant):

i. Mr. Anthony and Mrs. Mary Yvette Guillaumier – E U R 2,324,000.00

ii. Mr. Jonathan Guillaumier – EUR 2,324,000.00

iii.Mr. Thomas and Mrs. Doris Cusens– EUR 2,324,000.00

iv.Mr. Simon Mark Cusens – EUR 2,324,000.00

b) Company guarantees by:

i. G.A.E Investments Limited – EUR 2,324,000.00

ii. T.D.C. Holdings Limited – EUR 2,324,000.00

c) Multiple Letters of undertakings by the company directors, shareholders (no dividend payments without further bank's approval for example etc.)

4.9.3.2.Bank of Valletta

414.The bank has provided the following information regarding Technoline Ltd bank account 15806123011, opened on 04/01/2013 and closed on 21/11/2019.

415.The analysis was performed on the below bank account:

[2332] The individual (hence the guarantee) is potentially responsible for repaying the entire loan amount.

Bank Name	*Bank of Valletta*
Account Number (IBAN)	*15806123011*
Account Owner	*Technoline Limited*
Time Period (Date)	*From 06/05/2014 To 21/11/2019*
Currency	*EUR*
Outflow Turnover	*(EUR 8,649,285.31)*
Inflow Turnover	*EUR 10,788,108.16*

416. The highest inflow was made in the amount of EUR 1,668,882.68 on 17/12/2018 while the highest outflow was made in the amount of EUR 625,815.98 on 11/01/2018. Below are listed inflows from Bluestone Investment and Vitals to Technoline:

Date	Amount	Description
28/06/2017	EUR 100,000.00	24X7 TR BLUESTONE INVESTMENT TRANSFER TO TECHNOLINE REF : 311-28/06/2017-9428-878-1
24/07/2017	EUR 100,000.00	24X7 TR BLUESTONE INVESTMENT ADVANCE FOR PURCHASE OF EQUIPMENT REF : 311-24/07/2017-9441-1293-1
20/10/2017	EUR 200,000.00	24X7 TR VITALS GLOBAL HEALTH PAYMENT TO TECHNOLINE FOR EQUIPMENT REF : 311-20/10/2017-9370-788-1
02/11/2017	EUR 6,200.00	24X7 TR VITALS GLOBAL HEALTH DIFFERENTIAL AMOUNT WRT COMECER INVOICE 17/2826A REF : 311-02/11/2017-9352-1246-1
10/11/2017	EUR 400,000.00	24X7 TR VITALS GLOBAL HEALTH PROCUREMENT PAYMENT REF : 311-10/11/2017-9442-651-1
05/12/2017	EUR 112,000.00	DEPOSIT TRANSFER FROM VGH MANAGEMENT LTD VITALS GLOBAL HCARE MGT LTD REF : 2-05/12/2017-4034-8-2
11/01/2018	EUR 1,000,000.00	24X7 TR VITALS GLOBAL HEALTH PAYMENT TOWARDS PROCUREMENT REF : 311-11/01/2018-9359-462-1
08/02/2018	EUR 400,000.00	24X7 TR VITALS GLOBAL HEALTH PROCUREMENT SERVICES REF : 311-08/02/2018-9366-980-1

14/03/2018	EUR 200,000.00	24X7 TR VITALS GLOBAL HEALTH PAYMENT FOR PROCUREMENT REF : 311-14/03/2018-9476-592-1
15/03/2018	EUR 200,000.00	24X7 TR VITALS GLOBAL HEALTH PAYMENT FOR PROCUREMENT REF : 311-15/03/2018-9357-606-1

417. "Technoline Ltd" also signed three Credit Agreements with "BOV":

a) On 06/07/2017

b) On 04/10/2018

c) On 12/02/2019

418. On 06/07/2017, the bank and "Technoline Ltd" signed a Credit Agreement which gave the company funds in total up to EUR 5,250,000.00. The money was allocated as follows:

a) General Banking facility in the amount of EUR 1,000,000.00

b) Government Invoices facility in the amount of EUR 1,500,000.00

c) VGH Invoices facility in the amount of EUR 1,500,000.00

d) Special Guarantee in the amount of EUR 1,250,000.00

419. For the first allocations stated above, the relevant terms of the Credit Agreement were reviewed semiannually, and the first review was due on 31/07/2018. It was agreed that the security that bank held was (listed most relevant):

a) First General Hypothec over the assets of "Technoline Ltd" for total of EUR 5,250,000.00

b) First Special Hypothec for General Banking facility and Special Guarantee over: "Regional House", Triq Edgar Bernard, Gzira.

c) Pledge on Receivables over amounts due to be acknowledged by the Government of Malta and "Vitals Global Healthcare Ltd".

d) Multiple Pledges over multiple insurance policies.

420. It is evident that BoV granted this loan based on a business relationship between the Government and Technoline because Technoline did not have any assets with nearby a total value of 5mil EUR.

421. On 04/10/2018, the bank and "Technoline Ltd" signed a Credit Agreement which is renewed and amended the following facilities in the total of EUR 5,250,000.00:

a) General Banking facility in an amount of EUR 1,000,000.00

b) Government Invoices facility in an amount of EUR 1,500,000.00

c) Revolving Credit facility in an amount of EUR 1,500,000.00

d) Special Guarantee in an amount of EUR 1,250,000.00

422. For the allocations stated above, the relevant terms of the Credit Agreement were reviewed semiannually, and the first review was due on 30/09/2019. This time the bank added some additional security. It was agreed that the security that bank held was (listed most relevant):

a) First General Hypothec over the assets of "Technoline Ltd" for a total of EUR 5,250,000.00

b) First Special Hypothec for General Banking facility and Special Guarantee over "Regional House", Triq Edgar Bernard, Gzira.

c) Pledge on Receivables for any amounts due by "Vitals Global Healthcare Management Ltd" representing any and all parts due pursuant to Agreement dated 26/04/2017 in connection with supplying, leasing and procuring of medical equipment, bio-medical supplies and pharmaceuticals.

d) Pledge on Receivables on any and all parts due to the pledger by the Ministry of Health, Central Procurement and Supplies Unit in respect of the supply of equipment/goods provided at any point in time by virtue of any contracts awarded.

e) Pledge on Receivables on any amounts due by "Mater Dei Hospitals" representing any and all parts due to the Pledgor in respect of the supply of equipment...

f) Guarantee on Bank's form Leg01 dated 27/07/2017 for EUR 1,950,000.00 given by "Gateway Solutions Ltd".

423. However, it is strange that the Bank accepted a guarantee on a huge amount from Gateway, a company with very limited if any assets, and that Technoline pledged assets which had values far less than the pledge suggested.

424. On 12/02/2019, the bank and "Technoline Ltd" signed a Credit Agreement which increased and amended the following facilities in the total of EUR 7,451,510.00:

a) *General Banking facility in an amount of EUR 1,000,000.00*

b) *Government Invoices facility in an amount of EUR 1,500,000.00*

c) *Revolving Credit facility in an amount of EUR 1,500,000.00*

d) *Special Guarantee in an amount of EUR 1,250,000.00*

e) *Advance Payment Guarantee in an amount of EUR 2,201,510.00, to issue a back-to-back guarantee in favor of "Ergon Ltd" to cover a share of the advance payment guarantee in relation to the construction and finishing of the Paola Hub and to issue an advance payment guarantee in relation to the tender for supply, installation and commissioning of Medical Equipment for the new "Paola Primary Health Care Southern Regional Hub".*

4.9.4. Note of EUR 5,14 million issued by Gateway Solutions Limited

425.On 04/11/2016 Gateway Solutions Limited, Malta signed an Agreement with Vitals Procurement Limited, Jersey that Vitals would finance the acquisition of Technoline up to the EUR 5,040,000. This Agreement was signed by Ivan Vassalo and Ram Tumuluri.

426.Vitals Procurement Limited, Jersey was the holder of a convertible note issued by Gateway on 14/02/2017 under the Gateway 2016 terms of issue dated 20/12/2016[2333]

427.Draft Agreement from 2018 between Gateway Solutions Ltd, Malta, Vitals Procurement Limited, Jersey, Vitals Global Healthcare Management Limited, Malta and Steward HealthCare International Limited, Malta was found in the files Dok RS 6a and Dok RS 6b[2334]

428.During the Technoline search in December 2020, there was[2335] *found a signed*[2336] *Payment Direction Letter from Vitals Procurement Limited dated 20/12/2016 in amount of EUR 240,000 to Gateway Solutions Limited. It was stated that this amount would be paid on the bank account of Gateway with HSBC*

[2333] From the document D15A in the left corner of the paper, found in the files Dok RS 6a and Dok RS 6b from the search in Technoline premises in October 2020

[2334] Documents obtained from the Technoline search in December 2020

[2335] Dok RS 6a; Dok RS 6b

[2336] Signed by Ram Tumuluri and Ivan Vassalo

4.10. Payments for Health Services Concession

429. According to "DokA1" submitted by Joseph Rapa, Permanent Secretary for Health, total net payment according to the Concession was EUR 161,563,701 for the period 2016 to 2020

430. Payments per year are listed below:

2016	*EUR 16,022,406*
2017	*EUR 33,555,815*
2018	*EUR 37,728,040*
2019	*EUR 43,384,175*
2020	*EUR 30,873,265*

431. Saba Binte Abbas prepared on 23/11/2017 a Report on funds utilized by Ram Tumuluri in order to draw the attention of the concerned officials the misuse and misappropriation of public funds and in that report, she stated that VGH had received an amount of EUR 49,57 million from the GoM between June 2016 and December 2017

432. The amount mentioned in the Saba Binte Abbas Report, EUR 49,57 million is the same as the amount presented by Joseph Rapa (Dok A1).

5. Conclusions

433. Key players:

- *Joseph Muscat*
- *Keith Schembri*
- *Konrad Mizzi*
- *Chris Fearne*
- *Chris Cardona*
- *Edward Scicluna*
- *Ronald Mizzi*
- *Shaukat Ali*
- *Ram Tumuluri*
- *Mark Pawley*
- *Armin Ernst*
- *Ivan Vassalo*

together with:

- *Nexia BT*
- *Brian Tonna*
- *Karl Cini*
- *Manuel Castagna*
- *Mario Gatt*
- *Christopher Spiteri*
- *Accutor AG*
- *Wasay Batti*
- *Kevin Deguara*
- *David Meli*
- *Deborah Chappell*

were involved in a scheme to grant the Concession Agreement to Vitals Group of Companies and in a parallel scheme to divert and/or launder Budget Money, intended to facilitate the functioning of the Concession of hospitals, into private accounts and/or shell company accounts and /or in the acquisition of companies/interest/projects controlled by them.

434. Trading in influence happens when a person in power uses their position to influence decision-making processes. Here, the kickback received was the 'reward' for exercising their influence in a way favourable to a particular party or entity.

435. The facts are that a great amount of money was received or originated from The Government of Malta, and not one public servant performed a controlling duty. The overall picture created is of 'syndicate' behaviour of corrupt politicians, enterprises and authorities.

436. Various conditions facilitate this form of corruption and can be seen in operation in this matter: weak institutions or/and poor corporate governance; easy access to unregulated offshore entities; established money laundering practices; limited risk of detection and punishment.

5.1. Money Laundering

5.1.1. Role of Trust and Company Service Providers in ML process

437. According to the FATF[2337] TCSPs (Trust and Company Service Providers) play a key role in the global economy as financial intermediaries, providing an important link between financial institutions and many of their customers. They provide often

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[2337] FATF - Money Laundering Using Trust and Company Service Providers - *October 2010*

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invaluable assistance to clients in the management of their financial affairs and can therefore significantly impact transactional flows through the financial system.

438.TCSPs are often involved in some way in the establishment and administration of most legal persons and arrangements. There has been an increasing international focus on the misuse of legal vehicles and, more specifically, the use of TCSPs to help facilitate this misuse.

439.The FATF 40 + 9 Recommendations refer to TCSPs as being persons and businesses that, by way of business, provide any of the following services to third parties acting as a formation agent of legal persons or/and acting as (or arranging for another person to act as) a director or secretary of a company, a partner of a partnership, or a similar position in relation to other legal persons, or/and providing a registered office; business address or accommodation, correspondence or administrative address for a company, a partnership or any other legal person or arrangements, or/and acting as (or arranging for another person to act as) a trustee of an express trust, or/and acting as (or arranging for another person to act as) a nominee shareholder for another person.

5.1.2. Role of professional intermediaries

440.Lawyers, accountants, notaries and other such professionals provide services to clients to help them navigate the often complex and sometimes treacherous world of finance, law and corporate governance. However, these same skills and expertise are attributes that are desired by criminals, who require assistance in organizing their affairs, to enable them to distance proceeds from their criminal origins; and to liberate these proceeds for eventual use in 'legitimate' endeavuors. For this purpose, criminals seek out the services of professional intermediaries to help them establish corporate structures, set up trusts, transfer funds and negotiate deals.

441.The nature of the relationship established with the professional, the integrity of the individuals involved, and the level of regulation and regulatory oversight can all affect the degree of knowledge or involvement of the professional in the criminal scheme being pursued. However, it is safe to say that the more complex the scheme being established and the more economically senseless the approach adopted, then the more likely it is that the professional intermediary involved knows, strongly suspects or is willfully blind to the true nature of the

activities which underpin the professional services being provided.[2338]

442.In this case,

Nexia BT

Brian Tonna

Karl Cini

Manuel Castagna

Christopher Spiteri

Accutor AG

Wasay Batti

Kevin Deguara

David Meli,

Deborah Chappell

acted as TCSP and professional intermediaries, described by FATF, they established closeness to the financial activities of their clients suggests far more than willful blindness to any illicit dealings. In addition to what might be considered standard services offered by professional service providers (accounting, audit, tax consulting, company incorporation, preparation of M&As, opening bank accounts, acting on a Power of Attorney for corporate filings etc.), it was noted that there were numerous examples of them acting in a far closer fashion with key players.

5.1.3. Use of numerous Shell companies

443.Some of the Key players registered numerous companies in offshore jurisdictions such as Jersey, BVI, Panama, UAE, Switzerland – Zug, USA- Delaware, New Zealand, ... that were used to house or transfer onwards money originated from the Budget and paid for Concession purposes.

444.Shell companies are corporate entities that are used for legitimate purposes such as to hold stock or intangible assets of another business entity. However, they can also be misused by illicit actors and have no legitimate commercial purpose. While it is arguable whether shell corporations can have appropriate application in the operations of legitimate corporate groups, they can be used by white-collar criminals in money-laundering operations, mutual-fund schemes, tax fraud and internal business fraud. To facilitate these types of schemes, shell

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[2338] FATF methodology

companies may be used to generate false invoices, fictitious consultancy fees or bogus loans.

445.Shell companies together with other tools used in financial crimes, can be used in both the placement and layering phases of the money laundering process to disguise the trail of evidence.

446.Also, shell companies can be used to establish layers between the criminal and the laundering, fraudulent or corrupt transaction, and between the original crime and the criminal proceeds.

447.In this Inquiry there are numerous examples of such companies being used/ misused having been registered in Jersey, UAE, ...

5.1.4. Use of Complex legal structure to facilitate ML

448.TCSPs can be used for the setting up and management of complicated structures through which money may be laundered particularly at the layering stage. Legal structures can be set up in multiple jurisdictions.

449.It should also be noted that money launderers are well aware of the fact that investigation of a money laundering scheme is more complicated when there are more jurisdictions involved, since some jurisdictions may be unable or unwilling to provide information on the legal entities or arrangements. As a result, the authorities investigating a particular money laundering scheme will be unable to establish the link between the funds and the criminal.

450.Huge numbers of registered companies in different jurisdictions could serve for this purpose. In this Inquiry there are numerous examples where these companies were used/ misused were found such as:

- *Role of Bluestone*

451.Payments from GoM to Vitals then from Vitals to Bluestone and then to Shaukat Ali and various companies controlled by him. According to "DokA1" submitted by Joseph Rapa, Permanent Secretary for Health, total net payment related to the Concession was EUR 161,563,701 for the period from 2016 to 2020. For the year 2016, GoM paid EUR 16,022,406 and for the year 2017, EUR 33,555,815. From that amount, Bluestone transferred from April 2016 to 2018 to Shaukat Ali EUR 244,000 in 9 transactions. Also, on 29/09/2016 Vitals Global Assets Management Ltd paid EUR 3,534,943.99 which

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FATF methodology

originated from GoM to Bluestone. From that amount were paid Partners Healthcare International USD 600,000 (EUR 542,311.96) and to different Shaukat Ali companies and connected persons more than EUR 1,4 million. Also, on 06/12/2016 Vitals Global Healthcare Management Ltd paid EUR 3 million which originated from GoM to Bluestone. From that amount were paid escrow account[2340] held by Morgan Lewis and Bockius UK LL, the amount of EUR 2 million and to Bayside Investment Ltd the amount of USD 0,5 million. Also, on 19/07/2017 VGH Management Ltd paid EUR 3 million to Bluestone. On the same day, Bluestone was transferred EUR 3,000,040 to Mount Everest General Trading, company connected with Shaukat Ali and Ram Tumuluri

452.In the year 2018 GoM transferred EUR 37,728,040 and in the year 2019 transferred EUR 43,384,175

453.In period from 2016 to December 2019, Government of Malta transferred for Concession purpose more than EUR 130 million, out of which Bluestone received, from Government of Malta through the Vitals Group of the companies, around net EUR 17 million. Inflow to Bluestone from Vitals / Steward was EUR 21,158,925.67 in 80 transactions and outflow was EUR 3,992,482.56 in 23 transactions. Out of that amount the following payments were made to:

a) Medical Association of Northern Virginia app EUR 2,9 million

b) Morgan Lewis & Bockius LLP app EUR 2,5 million

c) Mount Everest General Trading LLC app 2 million

d) Mount Everest FZ LLC app 1,5 million

e) Shapoori Pallonji app 1,5 million

f) Ohum Healthcare Solutions Inc app 0,6 million

g) Shaukat Ali app 0,24 million

h) Technoline app 0,2 million

- *Role of Accutor*

454.The services provided by the Accutor Group of companies / Wasay Bhatti were given in jurisdictions which presented difficulty to access the relevant documents. In previous pages is described how some of the Key players (Joseph Muscat, Keith Schembri, Konrad Mizzi, Ram Tumuluri, Armin Ernst, Shaukat

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[2340] It is advisable to be checked who was the beneficiary of this account

Ali, Ivan Vassalo) used/ misused the relevant accounts of the Accutor Group of companies.

455.According to the testimony of Greg Gillespie and documents submitted to the Court, Accutor operated in more than 30 countries around the world. In his Report dated in January 2021, Greg Gillespie, private investigator, stated that he found that performing payroll services around the world, Accutor's criminality was based on a type of payroll fraud,taking the form of not registering contractors/staff in the country they were working in and/or not paying tax to that [or any] country or/ and not paying contractor's social security and/or not paying contractor's pension contributions and/or the creation of fake pay slips.

456.Accusations listed in Greg Gillespie's Report were Immigration Fraud,Tax Fraud, Pension Fraud, Forgery and Counterfeiting, Modern Slavery.

457. Whasay Bhatti opened a company in Malta, Accutor Limited. In October 2018 Steward Malta Management Limited entered into an agreement for the supply of payroll services. It is advised that there are grounds for believing that tax evasion and payroll fraud may have been involved and that an investigation is justified.

458.According to his Updated Report, on 13/03/2021, internal staff employed in Malta's Accutor worked and were in Germany.

459.More than EUR 5,8 million was transferred from Steward/ Vitals to Accutor. On 20/02/2018 Steward paid EUR 2,5 million to Accutor AG just a few days after the transfer of VGH shares from Bluestone to Steward Health Care International was executed. From that amount, EUR 1,2 million was paid to Ram Tumuluri through Dentons Europe.

460.According to the testimony of Greg Gillespie and documents that he submitted to the Court, Accutor transferred to Shaukat Ali and his family members around EUR 427,000, to Mount Everest General Trading, UAE EUR 105,000, to Notaries Abela & Abela, Malta EUR 233,750 and to The Zurich International School (for kids) EUR 41,940.

461.Also, according to the same source, Accutor paid or diverted money received by the GoM to:

- *White Tiger Asset Management Ltd EUR 126,000*
- *Muscat Mizzi Advocates – client account EUR 120,000*
- *Mr and Mrs Xerri EUR 75,704*
- *Deborah Chappell EUR 30,000*

- *Blackrun Corporate PTE* *EUR 25,000*

462. *Greg Gillespie wrote in his Report that "...These findings suggested that Accutor was being used as a channel for payments between persons and organisations involved in the highly publicised events surrounding scandals uncovered as part of the privatisation of three Maltese hospitals..."*

463. *Further, some transfers from Steward to Accutor could be connected in a timeline with payments from Accutor to Shaukat Ali and Joseph Muscat*

04/09/2019	Stewards Malta	Accutor Consulting AG	125,004
From Feb to Oct 2019	Accutor AG	Shaukat Ali	-110,000
10/10/2019	Stewards Malta	Accutor Consulting AG	125,004
08/11/2019	Stewards Malta	Accutor Consulting AG	125,004
06/12/2019	Stewards Malta	Accutor AG	133,438
19/12/2019	Stewards Malta	Accutor Consulting AG	125,004
02/01/2020	Stewards Malta	Accutor AG	125,000
06/02/2020	Stewards Malta	Accutor AG	125,000
29/02/2020	Stewards Malta	Accutor AG	125,000
04/03/2020	Accutor Consulting	Dr Joseph Muscat	-15,000
07/04/2020	Accutor Consulting	Dr Joseph Muscat	-15,000
04/05/2020	Stewards Malta	Accutor AG	125,000
04/05/2020	Spring XMedia	Dr Joseph Muscat	-15,000
23/06/2020	Spring XMedia	Dr Joseph Muscat	-15,000

5.2. Tax evasion

464. *Possible tax fraud such as:*

a) *VAT fraud to be investigated is described in paragraphs: 280,287,289,292,294,295,296,309,321,336, 338, 451, 453, 459, 472, 479, 480, 482, 484, 555, 556, 557, 580 and 600*

b) *Personal income Tax Evasion to be investigated is described in paragraphs: 200, 257, 258, 259, 260, 261, 451, 461, 463, 469, 473, 474, 476, 491, 516, 517, 518, 519, 528, 561, 565, 566 and 580*

c) *Payroll fraud to be investigated is described in paragraphs: 194, 200, 259, 260, 271, 455, 457 and 473*

d) *Corporate Tax fraud to be investigated is described in paragraphs: 167, 194, 200, 257, 258, 261, 262, 263, 268, 269, 271, 289, 292, 294, 295,296,309, 321,336, 338, 374/b, 381/d,*

382, 388, 390, 451, 453, 459, 469, 472, 474, 476, 477, 479, 480, 481, 484, 491, 516, 517, 518, 528, 555, 556, 557, 563, 600 and 602

e) *Other Tax Evasion (not specified above) to be investigated is described in paragraphs: 49[2341], 194, 257, 258, 268, 269, 321, 374/b, 378, 380, 381/d, 382, 385, 388, 389, 451, 453, 459, 461, 463, 472, 474, 476, 477, 479, 481, 484, 600 and 602*

6. *Appendix I - Bluestone*

465.Bluestone Investments Malta (C 67975) was registered in Malta on 9/12/2014 with sole shareholder Bluestone Special Situation 4 Limited from Tortola, BVI

466.Bluestone Special Situation 4 Ltd was registered in Tortola, BVI on 15/04/2008[2342], with registration number 1476027. This is a classical offshore shell company which was used in several different projects to cover up real UBO and to "optimise "the tax issues. First shareholder was Oxley Capital Holdings Limited from Cayman Islands. Asia Harimau Investments Limited, Tortola BVI was a shareholder from 31/07/2013 until 16/02/2017 when the single share was transferred to VGH Malta Ltd, Jersey

467.Directors were Mark Edward Pawley, Singapore and Ram Tulurumi, Canada

468.First inflow happened on 28 and 29 October 2015 from the account of Deguara Farrugia, advocate in the amount of EUR 100,298.24

469.It was spent on rent, car, legal invoice, hotel, business trips and other personal expenditures.

470.On 3/12/2015 Vitals Global Health transferred EUR 3,000 to Blustone's account

471.On 14 and 15 January 2015 from the account of Dr David Melia was transferred EUR 100,000

472.On 18/01 2016 EUR 25,000 was transferred to Global Assets Holdings from Bluestone. This is the first transaction of a number totalling EUR 340,070. Global Assets Holdings is registered in Malta and the UBOs were Shaukat Ali Chaudry and Aasia Perveen Shaukat

473.From December 2015 (January 2016), Albert Fenech was paid a salary in the amount of EUR 11,000 per month. Albert Fenech

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[2341] Seized documents from David Meli

[2342] Registered as Scandic Limited and on 02/08/2013 change name to Bluestone Special Situation 4 LIMITED

was registered according to the Jobsplus (Dok JS 1) in Vitals Global Healthcare Ltd from 23/9/2015 until 17/05/2018.

474.Also, a salary, loan repayments, and reimbursement of expenses were paid to Shaukat Ali from Bluestone bank account

475.According to the testimony of Louis Buhagiar from Jobsplus on 24/8/2021 Bluestone never registered itself as an employer nor registered any employees. Payments of the salary most probably represent tax evasion, and it is recommended further investigation be made

476.On 29/09/2016 Vitals Global Assets Management Ltd paid EUR 3,534,943.99 to Bluestone. From that amount were paid to Partners Healthcare International USD 600,000 (EUR 542,311.96) and to different Shaukat Ali companies and connected persons[2343] more than EUR 1,400,000

477.On 06/12/2016 Vitals Global Healthcare Management Ltd paid EUR 3,000,000 to Bluestone. From that amount were paid to escrow account held by Morgan Lewis and also, Bockius UK LL EUR 2,000,000 and Bayside Investment Ltd USD 500,000 (EUR 471,751)

It is very unusual and therefore suspicions to see transfers between Vitals and Bluestone and then payments to different companies involved in the project. It could be that Bluestone served as a bridge company to shift payments to involved companies / persons who did not want to be seen in General Ledger of Vitals companies

478.On 28/06/2017 Fakhra Shaukat Ali made a loan to Bluestone in the amount of EUR 100,000. This amount was transferred on the same day to Technoline. One more proof of connections between Ali's family and Technoline

479.On 19/07/2017 VGH Management Ltd paid EUR 3,000,000 to Bluestone. On the same day, EUR 3,000,040 was transferred to Mount Everest General Trading by Bluestone

480.On 24/07/2017 VGH paid EUR 300,000 to Bluestone which on the same day, EUR 100,000 transferred to Technoline as an advance payment for the purchase of equipment.

481.On 3/11/2017 VGH paid EUR 150,000 to Bluestone, out of which it paid EUR 100,000 to Accutor AG [2344]and EUR 50,000 to Mount Everest General Trading LLC. This was the first payment to Accutor AG. Later, on 25/11/2017 EUR 140,000 was paid also to Accutor AG by Bluestone

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[2343] See Appendix II

[2344] See Appendix II

482.In December 2017 it was well known to RT that the Government was willing to have, as a new investor, Steward. Payments to Shaukat Ali and his relatives and related companies during late December and January prove a connection between RT and Shaukat Ali and also could support the belief that Ram Tulurumi served as a runner/ front man for Shaukat Ali and persons that were connected to him.

483.On 09/07/2018 EUR 50,000 was received from Accutor AG as a shareholder's loan. On 25/7/2018 another EUR 100,000, on 22/08/2018 30,000, on 13/09/2018 EUR 30,000, and on 9/10/2018 EUR 35,000 were all received from Accutor AG. The money was used for the repayment of expenses because there was no money in the bank account. Here is clear evidence that Ram Tumuluri was not alone and that the same persons oversaw the Project and just had and used different front "men" and faces.

484.In the period from 2016 to December 2019 Bluestone received from the Government of Malta through the Vitals Group of the companies, around net EUR 17 mil. Inflow to Bluestone from Vitals / Steward was EUR 21,158,925.67 in 80 payments and outflow was EUR 3,992,482.56 in 23 transactions. Out of that amount were paid to:

a) Medical Assosiation of Northen Virginia app EUR 2,9 mil

b) Morgan Lewis & Bockius LLP app EUR 2,5 mil

c) Mount Everest General Trading LLC app 2 mil

d) Mount Everest FZ LLC app 1,5 mil

e) Shapoori Pallonji app 1,5 mil

f) Ohum Helathcare Solutions Inc app 0,6 mil

g) Shaukat Ali app 0,24

h) Technoline app 0,2 mil

7. Appendix II - Shaukat Ali

7.1. Shaukat Ali's names

485.During the Inquiry several different names were found to relate to Shaukat Ali such as:

- Shaukat Ali
- Shaukat Ali Chaudhry

- *Shaukat Ali Chaudry*[2345]
- *Shaukat Ali Abdul Ghafoor Khan*
- *Shaukat Ali Abdul Ghafoor*[23462347]

486.According to various documents and testimonies he had documents issued in Pakistan, Libya, UAE, Malta, Switzerland, and UK.

487.Also, it was found that he has held:

- *In the name of Shaukat Ali*

a) ID card issued in Malta with number 0320515L

b) ID card issued in Malta with number MT0031719

c) ID card issued in Malta with number MT8778324

d) Passport issued in Malta number 1172867

e) Passport issued in Malta number 1204520

f) Passport issued in Malta number 1295834

- *In the name of Shaukat Ali Chaudhry*

g) Pakistani passport CC4196284

- *In the name of Shaukat Ali Chaudry*

h) Pakistani passport KG617268

- *In the name of Shaukat Ali Abdul Ghafoor Khan*

i) Pakistani passport KE673406

j) Pakistani passport G467922

k) Libyan passport 951510

7.2. Related companies with Shaukat Ali as shareholder

7.2.1. Pivot Holdings Ltd

488.Pivot Holdings Ltd (C 67020) was registered on 09/10/2014 and was one of the signatories to MoU with GoM

[2345] According to the Articles of Association of Pivot Holdings Ltd, Malta, registered on 09/10/2014 , the shareholders were Shaukat Ali Chaudry, Pakistan, and Mohammad Shoaib Walajahi, Pakistan. Secretary was Jonathan Vella.

[2346] On 10/10/2014 was signed MoU with GoM where he was one of the signatories with the name Shaukat Ali Abdul Ghafoor

[2347] On 28/11/2014 Medical Health Management and Consulting, Malta was incorporated ad one of the shareholders was Shaukat Ali Abdul Ghafoor

489.According to the Articles of Association, the shareholders were Shaukat Ali Chaudry, Pakistan, and Mohammad Shoaib Walajahi, Pakistan. Secretary was Jonathan Vella.

490.Directors were Shaukat Ali Chaudry, Aasia Perveen Shaukat and Assad Shaukat Ali

491.Payments from Pivot to Shaukat Ali from January 2015 as transfer of funds to company director afterwards transfers as for consultancy agreement.

7.2.2. Crossrange Holdings Ltd

492.On 12/12/2014 Crossrange Holdings Ltd was incorporated in Malta (C 68092). Shareholders were Bluestone Malta Ltd (70%) and Pivot Holdings (30%). Directors were Walajahi and Pawley. Even though, on a first glance, there is only a minor involvement by Shaukat Ali in this company according to the documents obtained from Christopher Spiteri, (accountant and auditor of Crossrange, Vitals, Bluestone and other connected companies), the focal point of this company was Shaukat Ali (Dok CC1). Also, according to other documents submitted by Christopher Spiteri, Shaukat Ali was also the focal point of Gozo Global Healthcare Limited (Dok CC2), Gozo International Medicare Ltd (Dok CC3), Pivot Holdings (Dok CC4)

7.2.3. Medical Health Management & Consulting Ltd

493.Company was registered in Malta (C 67804) on 28/11/2014 by Christopher Spiteri (CS)

494.Share capital was EUR 1,200 divided in 1,200 shares. Shareholders were Healthcare Information Technology Consulting Group, USA with 780 shares (65%), Irfan Akhter Khan, Pakistani with 300 shares (25%) and Shaukat Ali with 120 shares (10%). According to documents submitted by Christopher Spiteri focal person of this company was Ifran Akhter Khan (Dok CC5)

495.According to the testimony of CS this company was created neither for St Luke's Hospital nor for Gozo General Hospital, but rather for the purpose of acquiring St James Hospital jointly with another investor Mr Irfan Akhter Khan

7.2.4. Global Assets Holdings

496.Registered in Malta (C50018). Director was Aasia Parveen Shaukat who was a 50% owner. The other 50% was owned by Shaukat Ali Chaudry

7.2.5. Mount Everest Investments Limited

497.Registered in Jersey in October 2016. Share capital was 1 GBP in one ordinary share of no-par value. Company owned by Shaukat Ali

7.2.6. Mount Everest General Trading LLC

498.Registered in Dubai on 14/06/2011

499.As per DD performed by Diligencia Group, UK on 6/02/2019, at of DD, that time the shareholders were 51% Fatma Hamed Musabah Alshibli from Emirates and 49% Sri Ram Tumuluri from Canada

500.Mount Everest General Trading was formed in 2011. Until 2015 it had no connection with Ram Tumuluri. However, this is not the only company in respect of Ram Tumuluri acted as a front for Shaukat Ali. Also, Shaukat Ali was connected to the "Mount Everest" the mountain name and many companies were formed for him with this forming part of those companies' names. The earliest reference to 'Mount Everest" is an email dated December 2012 from Chris Spiteri to Shaukat Ali's email address 'Mounteverest.sa@gmail.com'

501.Also, according to the testimony of Kamal Sharma, one of the directors from Accutor AG, "...Mount Everest, I hadn't heard about Mount Everest until I came across the actual accounts of Accutor in the Summer of 2019 and when I was going through them and seeing all those names and companies that I didn't recognise ... I looked into it and I remembered having received emails, an email, ...Tyrone Greenshields sent Shaukat Ali, was @Mounteverest, so that's where I remembered, hang on Mount Everest that's Shaukat Ali..."

7.2.7. Mount Everest FZ LLC

502.Company was incorporated on 3/03/2015 as a Limited Liability Company in Fujairah, UAE. The capital of the company at incorporation was AED100,000 with Shaukat Ali Chaudry and Aasia Parveen Shaukat each holding 50 of 100 shares.

7.3. Companies related with Shaukat Ali

7.3.1. Eurasia Services Limited

503.According to Christopher Spiteri's testimony on 18/05/2021 the company was registered on 05/11/2013 for Assad Shaukat Ali (son of Shaukat Ali) and Yassar Zafar.

504.In 2014 CS was informed that Eurasia Services Limited was to provide cleaning services to three hospitals.

7.3.2. Eurasia Limited

505.Registered in Malta (C 54028) on 05/10/2011 with bank account in Pilatus Bank. According to the documents submitted by the Pilatus bank, Spiteri opened this company. Owners were Assad Shaukat Ali, Pakistan and Wajid Shaukat Ali, Pakistan.

506.According to the Articles of Association, members of the Board of Directors were Assad Shaukat Ali, Pakistan, Wajid Shaukat Ali, Pakistan and Fakhra Shaukat Ali, Pakistan. Secretary of the company was Assad Shaukat Ali

7.3.3. Marshall Consultants Marine

507.Company registered in Malta (C 62667) on 18/11/2013

508.Owners were 70% Marshall Consultants Group Ltd, BVI and 30% Eurasia Limited, Malta. Director was Janette Marshall Paulisse

509.According to the KYC submitted by the Pilatus Bank the company signed a contract with the Libyan government for the construction of coastguard vessels. A MoU was signed between the Interior Ministers of both Malta and Libya. According to the mentioned document, the company would also be involved in training the coastguards mainly focusing on illegal immigrants.

510.It is advised that in a separate investigation, documents signed with Malta, money flows and connections with Ali family be checked.

7.3.4. Planetcore Malta Ltd / Strategic Management Investment Ltd

511.Company registered in Malta, C 67447 on 03/11/2014

512.According to a Pilatus Bank Account Opening Form, the owners were Mansotra Sanjeev Ganharvraj, India, Assad Shaukat Ali, Malta and Wajid Shaukat Ali, Malta. They opened a bank account in November 2014.

513.In another one, Pilatus Bank Account Opening Form, the owners of the mention company were said to be Mansotra and his family, while Assad Shaukat Ali had a PoA to manage the bank account

514.In the print from BRA Malta, the owners are said to be Eurasia Limited, Malta, C 54028 and Strategic Management Investment Inc, BVI, number 1831994. Secretary was David Meli

515.Company changed its name to Planetcore Malta Ltd on 06/01/2015

516. *It started making payments, from March 2014 to Shaukat Ali and members of his family and transferred more than EUR 0,5 million*

7.3.5. Bluestone Investments[2348]

517. *On 05/04/2016 Bluestone transferred to Shaukat Ali EUR 50,000 as a consultancy fee.*

518. *From April 2016 to 2018 Shaukat Ali received EUR 244,000 in 9 transactions*

7.3.6. Accutor AG

519. *On 27/02/2018 Accutor transferred first payment in amount of EUR 10,000 to Shaukat Ali. From February to October 2019 Accutor paid EUR 110,000 in 11 transactions*

520. *According to testimony on 21/03/2022, given by Kamal Sharma, ex CEO of Accutor AG, "... the first time Wasay Bhatti met Shaukat Ali I was there, and this was in Zurich, at the Novotel Hotel next to Zurich Airport in 2017. Shaukat Ali and Ram Tumuluri and Mark Pawley, all three of them were there. And from our side it was me, Tyrone Greenshields and Wasay Bhatti and I believe Lujo Mikulicic. ...We got along on a personal level during that first meeting. Ram Tumuluri, I found he was quite aloof and sort of self-loving if that's the word to describe. Mark Pawley, we caught him out lying on the first meeting. ... and he didn't know any road on the Wentworth, so it was very clear that he was, you know, not who he said he was. On the other hand, Shaukat Ali was talking about his relationships with Muammar Gaddafi ... So, my first impression of Shaukat Ali was that he was clearly a nice person, because he was nice to me, but he was maybe very well connected as well. He talked about how he first met Joseph Muscat, when Joseph Muscat was in the Opposition Party and he met him at a rally for the Muslim Community prior to the election that Joseph Muscat won and Shaukat Ali's son, who at that time was around four or five years old, his youngest son from his second wife, gave Joseph Muscat flowers and since then they've been the best of friends. And he said that he is an unofficial advisor to Joseph Muscat.... For example, in the Summer of 2020 Shaukat Ali told me that he was paying Joseph Muscat €15,000 a month because since Joseph Muscat is no longer Prime Minister, he doesn't have the free house, the free car, the free a, b, c, so he needs to, you know, fund his lifestyle so he told me I am paying Joseph Muscat €15,000 a month..."*

[2348] See Appendix I

521...."Keith Schembri and Konrad Mizzi were getting €18,000,000 per annum from the Concession. And this isn't restricted to VGH, it continued after Steward, €18,000,000 a year..."

522."...He told me Keith Schembri was Joseph Muscat's school friend, they went to school together, and Joseph Muscat is very careful, he doesn't put anything in his name in terms of his money so, Keith Schembri is somebody he trusts with his life and all of the accounts in the Caymans are in Keith Schembri's name. You won't find anything on Joseph Muscat's name, it's all Keith Schembri but it's held in trust for Muscat.

523."...Shaukat Ali told me that he received a bonus for the transfer of the Concession from VGH to Steward. He received a bonus from Steward and on the same day that the Concession was transferred a payment of 2.5 million came into Accutor..."

524."... He (Shaukat Ali) told me that he's put in an agreement that if the Concession is ever cancelled, Steward gets 100,000,000 and Shaukat Ali gets 30,000,000 from this. Effectively Shaukat Ali told me he owns 30% of Steward International. So, Steward Healthcare US... it is owning 70% of Steward Healthcare International, Shaukat Ali and his hidden investors/partners own 30%."

525.There were no proof of these transactions in a bank account of JM but if payments were made in cash there would not be. It is recommended in future to conduct financial investigation of these statements.

7.3.7. VGH Europe AG

526.VGH Europe AG was formed by Accutor AG, Switzerland, for Ali's family, according to the testimony given by Kamal Sharma on 06/04/2022. Directors were, according to Kamal Sharma, Aasia Ali (wife of Shaukat Ali) and Assad Ali (son of Shaukat Ali). In the registration of the company, according to Kamal Sharma, Wasay Bhatti, Lujo Mikulicic, Waled Ahmed and Ata Rajput, all connected with Accutor AG were involved. Afterwards, VGH Europe AG changed its name to Accutor Consulting AG and the shares to bearer shares[2349] and then the company became connected to ex-Prime Minister Joseph Muscat.

527.The majority of the shares in Accutor AG were owned by Attaul Wasay Bhatti and the company had the same address as

[2349] Bearer share is a type of share that doesn't need to be registered under a specific person or business. The share will not be registered on any share registry and whoever holds the share certificate has full ownership of the share

Accutor Consulting AG. Also, Spring Healthcare Services AG[2350] had the very same address as these previous two companies.

7.3.8. Steward

528.Steward paid in 8 transactions, a total amount of EUR 63,080 to Shaukat Ali to cover his expenses, hotels, consultancy and various business trips

7.4. Relatives of Shaukat Ali (aka Shaukat Ali Chandhry)

529.Known members of the family to this inquiry are Aasia Parveen Shaukat (wife), Wajid Shaukat Ali (son), Assad Shaukat Ali (son), Zainab Shaukat (daughter), Maryam Shaukat (daughter), Fakhra Shaukat Ali (ex-wife or wife)

7.5. Shaukat Ali and his connections with high-ranking politicians in Malta

7.5.1. John Dalli

530.John Dalli was active in Libya during the Gaddafi regime at the same time as Shaukat Ali was resident in Libya. There are lot of documents proving business links between the Shaukat Ali family and the John Dalli family. In 2009, Asad Ali, son of Shaukat Ali, was a shareholder in Corporate International Consultancy Limited, together with Louisa Dalli and Claire Gauci Borda, daughters of John Dalli.

531.It could be that Shaukat Ali was introduced to Malta through John Dalli

532.On 6/10/2011, President George Abela received Anthony Cassar, Shaukat Ali Chaudhry and Assad Ali Shaukat at San Anton Palace.

533.In late 2012, Dalli had resigned as the EU Health Commissioner because of the investigation by the OLAF. [2351]A trial for trading in influence and attempted bribery charges related to this investigation are suntil pending.

534.In June 2013 Joseph Muscat, then Prime Minister, appointed John Dalli as his health consultant

7.5.2. Joseph Muscat

535.An email was received by Joseph Muscat (JM), then Prime Minister, on 27/05/2016 from Shiv Shankaran Nair (email JM forwarded to Keith Schembri (KS) around twenty minutes later). In this email was stated "...Additionally, the project was

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2350 Greg Gillespie, UK independent investigator, submitted various documents to the Court, and in one of them it is mentioned that the name Spring XMedia was changed to Spring Healthcare.

2351 EU anti-fraud office

being touted in Dubai by a Pakistani gentleman, Shaukat Ali, who claimed to be Chief Advisor to the Maltese PM ..."

536.According to this email, JM was aware in May 2016 that Shaukat Ali claimed to be his Chief Advisor

537.Also, the same statement that Shaukat Ali was Advisor to the Prime Minister (JM) was found in the Opening documents of the BoV bank account of the wife of Shaukat Ali

7.5.3. Keith Schembri

538.In August and September 2015 Karl Cini, Nexia BT, set up a meeting between himself and Shaukat Ali with regards to opening the bank accounts in Dubai. KC, who along with Brian Tonna were the key principals and architects for KS and KM Panamanian companies Tilgate and Hearnvile, through offshore formation agents, Mossack Fonseca, also had documents couriered to the Dubai company formation agents used by Shaukat Ali.

539.In July & August 2015, Shaukat Ali sent Mr Schembri two emails setting out the requirements for opening a bank account in Dubai for Mr Schembri's company Tilgate, Panama. On each occasion the list of requirements was provided by Saba Binte Abbas who would later become Financial Controller of VGH and Steward Healthcare Malta. Ownership of Tilgate, Hearnville and Egrant was not public knowledge in 2015, Daphne Cuarana Galizia revealed in 2016 details related to the above-mentioned companies linked to Panama Papers. Shaukat Ali and Saba Binte Abbas were a trusted friends of KS much before this.

540.During August 2015 Dubai companies were incorporated for both Keith Schembri and Konrad Mizzi.

541.Two companies, Intercare Trading FZE (onshore company) and Intercare International Ltd (offshore company) were incorporated for KS in Dubai in August 2015 and dissolved in March 2016 at the request of Shaukat Ali.

7.5.4. Konrad Mizzi

542.In March 2013 KM was elected to the Parliament of Malta

543.He was appointed as Minister for Energy and the Conservation of Water

544.In July 2013, Nexia BT bought several Panamanian companies from Mossack Fonseca, Panama, including Hearnville Inc. for Konrad Mizzi.

545.According to the letter from the Office of Prime Minister signed by Mario Cutajar dated 18/12/2013, to Mario Vella from ME,

Sai Mizzi, wife of Konrad Mizzi, appointed as Consul General in Shangai, needed to relocate to Beijing and all costs were to be covered by Malta Enterprise.

546.KM was Minister for Energy and Health from 2014 to 2016

547.In June 2015, KM formed a trust in New Zealand, Rotorua, Allegedly, this trust owned a shell company Hearnville, Panama. Rotorua was run by Orion Trust ,New Zealand.

548.ATC Administrator Inc, Panama and Orion Trust, New Zealand, Ltd as Trustees of Rotorua were the shareholders of Hearnville Inc. The ultimate beneficial owner of Hearnville was Konrad Mizzi. The arrangements for the trust and the company were made by Brian Tonna and Karl Cini , both from Nexia BT.

549.Akash International Ltd, offshore company from Dubai, was formed for KM with the assistance of Shaukat Ali in August 2015

550.KM was a Minister within the Office of the Prime Minister from April 2016 and after that he was the Minister for Tourism

551.KM resigned from GoM in November 2019

552.According to the testimony of Kamal Sharma, Accutor AG on 21/03/2022, Shaukat Ali told him that Konrad Mizzi will "...sign any deal to make money..."

553. In April 2020 KM entered into a consultancy agreement with Malta Healthcare Caterers Ltd for a period of three years with an annual fee of €36,000.

554.Malta Healthcare Caterers Ltd was 50% owned by James Caterers Ltd, which was 99,9% owned by James Barbara have been the dominant suppliers of catering services to the healthcare sector in Malta, including the three hospitals transferred to VGH under the Concession Agreement. After the Concession Agreement started to be implemented, Incorp Sarl from Tunisia it was introduced [2352], between James Caterers Ltd and Malta Healthcare Caterers Ltd on one side and VGH/ later Steward on other side, in order to receive a 10% commission on all of the Concessions catering services. This is a classic example of paying the price to obtain the contract known as kickback.

555.Incorp Sarl, Tunisia, received payments from Sirimed SRL, Zenith Group Services SRL, Vitals/ Steward and Malta Healthcare Caterers Ltd.

556.On 15/05/2018 Incorp Sarl invoiced Sirimed EUR 500,000 for Professional Services Consultancy Fee for Barts Medical School.

[2352] middleman

557. *Also, VGH and Steward paid Zenith at least EUR 5 million for cleaning services between July 2017 and December 2020. Some of these funds were later transferred by Incorp Sarl to Eurasia [2353]Limited, Malta on its account with BoV.*

558. *Incorp Sarl, Tunisia invoiced VGH for Facility Management Services*

559. *Incorp Sarl was incorporated in Tunisia on 17/04/2009. An ownership share certificate from 18/06/2017[2354] proved a connection with the Shaukat Ali family. Asad Ali had 30% of the shares, Wajid Ali had 30% of the share, Yasar Zafar had 20% and Ahmed Gashout Belkhir had 20% of the shares.*

560. *Yasar Zafar, seemed to act as a front man for the Shaukat Ali family and also provided online reputational management services for Vitals during 2017 and the same online reputational management services to Keith Schembri in 2020*

561. *Also, Konrad Mizzi was engaged as a consultant by Ikons Global in March 2020. The same as Alexander Cutajar. Remuneration for Alexander Cutajar was EUR 2,100 per month. Remuneration for Konrad Mizzi was undeclared in the contract.*

562. *Ikons Global Limited (C 85793), Malta was owned Blessed Investments Ltd, Malta, which was owned by Blessed Investments Ltd, Albania.*

563. *Between February 5/02/2019 and 29/012020 Accutor BV paid Ikons Global EUR 157,029 on its bank account with Sparkasse in ten tranches.*

564. *Accutor AG also paid Ikons Global EUR 21,137 on 17/04/2019.*

7.6. Persons related persons to Shaukat Ali

7.6.1. Sonya Tumuluri

565. *Wife of Ram Tumuluri transferred money on several occasions to Shaukat Ali. First transfer occurred on 25/02/2015 in the amount of USD 10,000.*

566. *On 2/4/2015 she transferred also USD 120,000 to Shaukat Ali*

[2353] According to Christopher Spiteri testimony on 18/05/2021 company was registered on 05/11/2013 for Assad Shaukat Ali (son of Shaukat Ali) and Yassar Zafar.

[2354] Sent to Deborah Chappell by Yasar Zafar on 19/06/2017 by email

8. *Appendix V – Ex Prime Minister Joseph Muscat*

567.According to the Ram Tulurumi Declaration submitted to the Members of the Parliament of Malta and according to the Steward Declaration made on their web site after the decision of the Civil Court[2355] held that the Concession had been fraudulently awarded and rescinded and decided to annul the Concession Contracts [2356], Joseph Muscat obviously took part in many key meetings and had a significant level of knowledge of what happened.

568.An email received by Joseph Muscat (JM), then Prime Minister, on 27/05/2016 from Shiv Shankaran Nair is evidence that he, JM, had significant knowledge of what was happening

569.In this email the roles of Ram Tumuluri, Vitals and Bluestone were highlighted "...They (Global Healthcare) have serious doubts about the person who brought them the project, an individual named Sri Ram Tumuluri, a Canadian, born in India. ... To raise further doubt, Bluestone Malta is supposedly owned by Bluestone Special Situation 4 Limited which is registered in Tortola, British Virgin Islands. This company is supposedly owned by Bluestone Malaysia and managed by Oxley Capital in Singapore. Bluestone Malaysia has now changed its name to Allstone. Bluestone Malaysia was supposedly a strategic partner of Oxley Capital in Singapore. A call to Nancy Yap, executive director of Allstone revealed that she has no knowledge of Bluestone in the BVI nor VGA...Facts to consider: VGH has no history in healthcare, a cursory internet search shows no mention of VGH except for articles appearing in the of the Times of Malta, ...With the above information, how was VGH awarded the contract?, Who did the due diligence?, there are adequate grounds to appeal to the EU that the bidding process was a sham and that none of the companies met any of the criteria. Additionally, the project was being touted in Dubai by a Pakistani gentleman, Shaukat Ali, who claimed to be Chief Advisor to the Maltese PM ..."

570.That email was forwarded by JM to Keith Schembri (KS) on the same day, 27/05/2016, without any comment.

571.On 31/05/2016 Keith Schembri forwarded mentioned email to Konrad Mizzi (KM)

572.Also, as a Prime Minister, Joseph Muskat had in his hands control over participation in his cabinet. He decided to keep

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[2355] On 24 February 2023

[2356] This was appealed the next month by Steward with details of their reasons provided on their web site

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Keith Schembri and Konrad Mizzi in position to control the process and the Concession itself.

573.According to the Steward Appeal in March 2023, they decided to take over the project in Malta "... based on explicit, significant and material assurance from GoM, through the Prime Minister (JM), Chief of Staff (KS) and the Minister of Health and Tourism(KM), that the Concession would be restructured,...,Steward however, entered into the Concession after promises which were made to it, including by the Prime Minister (JM), Minister of Health(CF) and Chief of Staff (KS) of the epoch..."

8.1. Analysis of Joseph Muscat's bank accounts

8.1.1. BoV

8.1.1.1. Visa Platinum Card

574.Bank statements were provided for transactions from May 2014 up to October 2019

575.In the bank statement there is a lot of information meriting future financial investigation, including a lot of details of where he was and the number of expenditures that he incurred.

8.1.1.2. Bank accounts

8.1.1.2.1.15203461020

576.Statements of account were provided for the period from May 2014 to December 2019

577.In this account he received his monthly salary

578.Until the beginning of the 2019 there were no significant transactions.

579.On 24/01/2019 Grace Muscat deposited EUR 20,500. Most of this amount was transferred to his wife Michelle Muscat and to his BoV Card in order to cover expenses

580.After March 2020 this account received significant inflows in EUR such as:

04/03/2020	Accutor Consulting AG	15,000.00
06/03/2020	Global Ports Holding PLC	10,000.00
06/04/2020	Kohli Ventures Limited	10,000.00
07/04/2020	Accutor Consulting AG	15,000.00
27/04/2020	Global Ports Holding PLC	10,000.00

30/04/2020	Organicum Limited	11,800.00
30/04/2020	Kohli Ventures Limited	10,000.00
04/05/2020	Spring XMedia AG	15,000.00
29/05/2020	Organicum Limited	11,800.00
02/06/2020	Kohli Ventures Limited	10,000.00
12/06/2020	Global Ports Holding PLC	10,000.00
23/06/2020	Spring XMedia AG	15,000.00
30/06/2020	Organicum Limited	11,800.00
01/07/2020	Kohli Ventures Limited	10,000.00
31/07/2020	Kohli Ventures Limited	10,000.00
05/08/2020	Organicum Limited	11,800.00
05/08/2020	Global Ports Holding PLC	10,000.00
31/08/2020	Kohli Ventures Limited	10,000.00
03/09/2020	Organicum Limited	11,800.00
02/10/2020	Organicum Limited	11,800.00
09/10/2020	Kohli Ventures Limited	10,000.00
26/10/2020	Global Ports Holding PLC	10,000.00
26/10/2020	Global Ports Holding PLC	10,000.00
30/10/2020	Organicum Limited	11,800.00
01/12/2020	Organicum Limited	11,800.00
31/12/2020	Organicum Limited	11,800.00
02/02/2021	Organicum Limited	11,800.00
26/02/2021	Organicum Limited	11,800.00
07/04/2021	Organicum Limited	11,800.00
04/05/2021	Insignia Global Solutions Limited	10,000.00
05/05/2021	Organicum Limited	11,800.00

03/06/2021	Organicum Limited	11,800.00
08/06/2021	James Caterers Ltd	11,800.00
01/07/2021	St Hotels Limited	11,328.00
05/07/2021	Organicum Limited	11,800.00
12/07/2021	Katari Holdings Limited	30,000.00
09/08/2021	Organicum Limited	11,800.00
07/09/2021	Organicum Limited	11,800.00

581. The focus of this report is on transfers from Accutor AG and connected companies[2357] to JM. It is recommended his bank accounts from 2020 up to date and links with potential projects/ grants/loans/permissions granted to the companies during his leadership of the Government of Malta be analised.

8.1.1.2.2.40019539250

582. Statements of account were provided for the period from December 2014 to December 2016. No significant transactions were found.

8.1.1.2.3.40019557876

583. Statements of account were provided for the period from October 2014 to December 2019. No significant transactions were found.

8.1.1.2.4.40022249896

584. Statements of account were provided for the period from November 2014 to December 2019. No significant transactions were found.

8.1.1.2.5.40022249935

585. Statements of account were provided for the period from November 2014 to December 2019. No significant transactions were found.

8.1.1.2.6.40025580918

586. Bank statements from December 2018 to December 2019 showed a house loan in the amount of the EUR 120,000

8.1.2. Transfer from Accutor Consulting AG and Spring XMedia AG

587. Transfers from Accutor Consulting AG and Spring XMedia AG were:

04/03/2020	Accutor Consulting AG	15,000.00

[2357] Accutor Consulting AG and Spring XMedia

07/04/2020	Accutor Consulting AG	15,000.00
04/05/2020	Spring XMedia AG	15,000.00
23/06/2020	Spring XMedia AG	15,000.00

588. *Accutor Consulting AG was formerly called VGH Europe AG ad was formed in April 2017. It was set up by Ram Tumuluri and Shaukat Ali and controlled by Shaukat Ali.*

589. *According to the testimony of Tyrone Greenshieds on 21/02/2022, in spring 2019, "...I was there in Malta with Dr. Bhatti on the second time meeting Schembri and Bhatti took great glee in saying that he had private meetings with Joseph Muscat and that I was not required and neither Kamal Sharma."*

590. *He also stated "I do not see any relevance in the likes of Joseph Muscat, Assad Ali, Shaukat Ali, Ram Tumuluri doing any kind of work for Accutor. ... Because A they weren't qualified, B it was highly irregular because it wasn't registered on the CRM system more importantly because every transaction was down on the CRM system which I had full visibility of and Kamal Sharma and none of this was registered. "*

591. *On 19/01/2022, the home of JM was searched. JM was prepared with copies of the Agreement signed by him and Spring Xmedia AG, Switzerland, represented by Lujo Mikulicic on 22/01/2020. According to the Agreement[2358], the Contractor, JM as Senior Advisor to the Board of Directors will provide Consultancy Services at the rate of EUR 15,000 per calendar month, excluding VAT. Services will be delivered mostly in Switzerland, United Arab Emirates, United Kingdom and other locations and agreement will be for period of 36 calendar months. JM did not provide any documents as of proof why Accutor Consulting paid him for the contract he signed with Spring XMedia AG. He provided one printed page with title – Negotiations with the National Database and Registration Authority (NADRA) Pakistan, printed PowerPoint presentation Spring Global Energy, member of Spring Global, also printed PowerPoint presentation E-Health, member of CNETSO GROUP, PowerPoint Presentation of Cnetsco e-Gov. All PPP were very generic and without any proof of JM's involvement. Also, he did not provide any time sheets, reports, tickets, expenses occurred in order to support his signed Consulting Agreement and presented PPP.*

592. *According to the testimony of Greg Gillespie, Spring XMedia AG changed its name to Spring Healthcare AG. Also, according*

[2358] JS8 – Evidence bag XC00062543

to his Report from January 2021, Spring Healthcare had links to Steward such as:

- *The Spring Healthcare website claimed that it was a partner of Steward.*
- *Spring Healthcare and Steward signed a deal with UNWTO showing Assad Ali representing Steward, and Wasay Bhatti representing Spring Healthcare.*

593.According to the FATF consultancy agreements are a red flag for investigators because they are often used to hide the real reason behind the transaction. Also, according to the FATF 40 + 9 Recommendations refer to TCSPs[2359] as being [2360]persons and businesses that, by way of business, provide any of the following services to third parties:

- *Acting as a formation agent of legal persons;*
- *Acting as (or arranging for another person to act as) a director or secretary of a company, a partner of a partnership, or a similar position in relation to other legal persons;*
- *Providing a registered office; business address or accommodation, correspondence or administrative address for a company, a partnership or any other legal person or arrangements;*
- *Acting as (or arranging for another person to act as) a trustee of an express trust;*
- *Acting as (or arranging for another person to act as) a nominee shareholder for another person.*

594.According to FATF standards TCSP could be Corporations, Accountants, Lawyers, even sometimes Auditors and also non-professional individuals providing these services.

595.According to this, Accutor AG and connected companies[2361] their directors and shareholders were TCSP, which is another red flag for money laundering according to the FATF.

596.OECD[2362], in October 2009 issued, a report and pointed at many different Case studies where Consultancy Agreements were used or misused. Sometimes the bribes are paid in instalments as in the Titan Case, where the bribe payments were

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2359 TCSP - Trust and Company Service Providers

2360 FATF - Money Laundering Using Trust and Company Service Providers, *October 2010*

2361 Accutor Consulting AG, Spring Healthcare AG, Spring Xmedia AG...

2362 Working Group on Bribery in International Business Transactions published Report on Typologies on the role of intermediaries in International Business transactions

falsely invoiced as consulting services paid in small increments and spread out over time. Fake documentation is often used throughout the process to conceal the bribery. For example, the company and the consultant may sign a written consultancy agreement. The consultant may issue written, however feigned, invoices for his/her services.... Common examples include "supporting the company's business in country XYZ", "conducting (market) research", or "establishing necessary contacts". Invoices are likewise non-descriptive, e.g. "Consultancy fee for the period from XX to YY", or simply refer to "Fee as agreed for Project ABC, Phase 1" etc. Some simply state "Fee" ...The agreements described the services to be performed by the consultant in several ways: "identify and define sales opportunities, provide market intelligence" and "support contract negotiations". In many instances, payments were supported by invoices with a similar description. In fact, the transactions were shams, and the consultants performed no services beyond facilitating bribery.

597. *According to the testimony of Kamal Sharma, AccutorAG "... Joseph Muscat has said that he only conducted business for Wasay Bhatti outside Malta, and it was in significant construction projects. This was in Malta, Malta Football Club, and what he was trying to do was to get a football club in Malta and get planning permission to build a stadium but to fund a stadium you need lots and lots of apartments and a hotel, which is really lucrative, and he was doing that for Wasay Bhatti in Malta which contradicts what he said in his video interview with Jacob Borg after his house was raided in the recent past. So, this was with an individual named Benjamin Leigh Hunt, British national resident in the UK, his company is called White Tiger something, something, I don't know the rest of it, and Benjamin Leigh Hunt has a business partner called James Aylward. James Aylward is a friend of Tyrone Greenshields from twenty years ago when they were season ticket holders for Chelsea Football Club and Wasay Bhatti engaged him in business paying White Tiger from Accutor, again some of the payments that we saw were to White Tiger and they had nothing to do with the business of Accutor and that was Wasay Bhatti going behind Tyrone Greenshields' back with Tyrone Greenshields' client, with Tyrone Greenshields' company's money and this is to fund a football group is what they were trying to build. Malta was to be, basically the structure is they're trying to by Crystal Palace, and you can speak to Steve Parish, the Chairman of Crystal Palace, because they had meetings with Benjamin Leigh Hunt and so on. What they wanted to do was to utilise an easier Visa system in Malta to basically import Latin working talent that*

otherwise they wouldn't get Visas to Europe, get them onto the Maltese system and then transfer them to other clubs across Europe and make a big profit and have Crystal Palace as the jewel in the crown of the group and Wasay Bhatti was using Accutor money backed by Joseph Muscat to get legitimacy to the structure. "That was during 2019/2020. "...Whilst Muscat was Prime Minister. Whilst he was Prime Minister is when it started.... ...when he was paid the €60,000, during that time, when he's claimed on video that he did no work in Malta for Wasay Bhatti, this is what happened in Malta when he said it wouldn't happen in Malta."

598. *Also, project North Macedonia according to the same testimony was introduced by JM when he was a Prime Minister of Malta. "...I know this is while Joseph Muscat was Prime Minister, and I can prove this was while Joseph Muscat was Prime Minister and not after. Whilst Joseph Muscat was Prime Minister, I met the Prime Minister of North Macedonia and the Health Minister of North Macedonia. In 2018 and I can give you the date, I need to find out the date, I met with the Prime Minister of North Macedonia and with the Health Minister of North Macedonia in the Cabinet office of Skopje and the other people in the room were Wasay Bhatti, Shaukat Ali, Assad Ali, one I.T specialist friend of mine, and the secretary to Shaukat Ali who at the time I believe, was dating Shaukat Ali's youngest son, Wajid Ali, and in that Cabinet office meeting Shaukat Ali said that we were introduced by our dear common friend Joseph Muscat. Now given the fact that Covid testing kits were sold to North Macedonia during the tenure of Joseph Muscat as Prime Minister and during the term that he was contracted by Accutor, given that the introduction was made whilst Joseph Muscat was Prime Minister, that also contradicts what he said on video. What he said on video was that he did work for Wasay Bhatti outside Malta after he was Prime Minister, if this introduction was made whilst he was Prime Minister, and the primary business of Wasay Bhatti was selling Covid kits, which is what it was, and given these testing kits were sold to North Macedonia then that comes into question, particularly given the Covid testing kits were falsely labelled and they were directly responsible for the death of a person. "*

599. *"...Mr. Muscat said on that video that Wasay Bhatti didn't do anything concrete with Mr. Fenech because Wasay Bhatti must have done his due diligence, so my question is why Mr. Muscat didn't do his due diligence on Wasay Bhatti because if you look at the Google reviews of Wasay Bhatti in January 2020, when Mr. Muscat deals with him, all negative. I had personally told*

Shaukat Ali in June 2019, don't work with Wasay Bhatti, tell all your friends not to work with him, he's been conning me for the past five years. So, if Mr. Ali is a personal advisor to Mr. Muscat as he claims, was this advice passed on as part of due diligence or not, to Mr. Muscat."

600.In an email sent by Armin Ernst to Miroslav Boyanov on 11/08/2019, he described the transactions between Steward and Accutor AG "...consulting agreement with Accutor supporting political and government activities and interactions..." In a period from September 2019 to May 2020 Steward transferred more than EUR 1,1 million to Accutor's [2363]group of companies

601.As stated in this email a Consulting Agreement was a shield for transfers to obtain benefits for the Company and it is recommended the appropriate Authorities in USA, be informed specially taking into consideration their Foreign Corrupt Practices Act (FCPA). Under FCPA, it is unlawful for a U.S. person or company to offer, pay, or promise to pay money or anything of value to any foreign official for the purpose of obtaining or retaining business.

602.The possibility of tax evasion and/or false accounting are matters it is recommended be checked in Steward General Ledger and Financial Statements.

603.Transfers to Accutor and JM are presented below:

Date	Paid from	Paid to	Amount EUR	Amount EUR
02/01/2020	Stewards Malta	Accutor AG	125,000	
06/02/2020	Stewards Malta	Accutor AG	125,000	
29/02/2020	Stewards Malta	Accutor AG	125,000	
04/03/2020	Accutor Consulting AG	Joseph Muscat		15,000
07/04/2020	Accutor Consulting AG	Joseph Muscat		15,000
04/05/2020	Stewards Malta	Accutor AG	125,000	
04/05/2020	Spring XMedia AG	Joseph Muscat		15,000
23/06/2020	Spring XMedia AG	Joseph Muscat		15,000

In red are marked transaction related to political support as stated by Armin Ernst and in blue transactions related to alleged agreement

[2363] Accutor AG, Accutor Consulting AG, Spring Healthcare AG, Spring XMedia AG

9. *Appendix VI - Time Line Hospital Concession*

9.1. Before RFP for Hospital Concession was issued

604.On 09/10/2014 Pivot Holdings Ltd was incorporated in Malta (C67020)

605.On, 09/10/2014, also, Bluestone Investment Malta Ltd was incorporated in Malta (C 67975). Bluestone Special Situation 4 Ltd was sole the shareholder. Pawley and Tumuluri were first registered Directors.

606.On 10/10/2014 GoM signed a MoU with Walajahi/ Shaukat Ali Chaudry (Pivot Holdings Ltd), Ashok (AGMC Inc), Pawley (Blustone Special Situation). At that time Ram Tumuluri was not one of the signatories

607.On 23/11/2014 Dr Ambrish Gupta, Investor Group AGMC Inc (Ashok), Portpool Investments Ltd (Tumuluri), Bluestone Special Situation Ltd (Pawley) signed a MoU regarding a proposal to build, develop and manage healthcare projects in Malta. The parties agreed to work collectively to raise the equity and debt funds to complete the project, to establish an 'investor SPV' to hold 70% of the project plus an SPV 'asset holdco' and operations co.

608.On 24/11/2014 Mr Gupta advanced USD 150,000 according to the signed MoU

609.On 28/11/2014 Medical Health Management & Consulting Ltd was incorporated in Malta (C 67804). Shareholders were Healthcare Information Technology Consulting Group (65%), Ifran Akher Khan (25%) and Shaukat Ali Chaudhry (10%). The purpose of the incorporation was to take over St James Hospital

610.On 12/12/2014 Crossrange Holdings Ltd was incorporated in Malta (C 68092). Shareholders were: Bluestone Malta Ltd (70%) and Pivot Holdings (30%) . Directors were Walajahi and Pawley.

611.On 15/12/2014 Gozo Global Heatlcare Ltd (C68092) and Gozo International Medicare Ltd (C68094) were incorporated in Malta with same Directors as Crossrange (Walajahi and Pawley).

612.On 07/01/2015 Dr Gupta agreed to advance $425,000 ($150,000 already lent to Bluestone Special Situations Ltd and an additional $275,000 to be advanced under a loan agreement signed same day. The plan was that Gupta acquire 25% of Bluestone Investments Malta Ltd via his 401K Profit Sharing Plan.

613.On 07/01/2015 a Common Understanding was signed between Gupta, Rattehalli, Pawley and Tumuluri. Important points are: a) all parties involved in decision making, b) any initial investments made before 30 Jan 2015 to be repaid as priority pari passu, c) decisions to be taken unanimously until everyone has investment repaid, d) parties agree to work together to raise $30M from other investors ideally with lowest possible dilution.

614.On 13/01/2015 Irfan Akhter Khan transferred his 25% in MHM&C Ltd to the other shareholders, Shaukat Ali Chaudry (from 10% to 20%) and Healthcare Information Technology Consulting Group (from 65% to 80%)

615.On 27/03/2015 RFP for Hospital Concession was issued

9.2. RFP for Hospital Concession was issued

616.In April/May 2015 Due Dilligence Report regarding Hospital Concession was performed by a consultant - "my recommendation is that our client should not be involved in the project in any shape, size or form. The main contractor is a sham company and has no wherewithal to either execute or manage a project of this magnitude. Additionally, the risk of reputational damage is extremely high as the parties behind Mr Tumuluri are the same coterie who have been exposed by the Panama leaks. There is a very serious risk of an EU investigation into corruption in government contracts in Malta, particularly those awarded by Projects Malta."

617.On 13/05/20125 Vitals Global Healthcare Ltd Malta (C 70546) was incorporated. Sole shareholder was Bluestone Malta Ltd, and first directors were Pawley and Tumuluri

618.On 13/05/20125 Vitals Global Healthcare Assets Ltd Malta (C 70625) and Vitals Global Healthcare Management Ltd Malta (C 70624) were incorporated. They were subsidiaries of Vitals Global Healthcare Ltd Malta (C 70546)

619.On 19/05/2015 RFP for Hospital Concession was closed, and bids were received.

620.On 09/09/2015 Concession was awarded to VGH

621.On 28/09/2015 Agreement between Vitals Global Healthcare Ltd and Partners HealthCare was signed (introduced by Gupta)

622.On 30/11/2015 Concession Agreement was signed between Government of Malta and VGH Ltd, VGHA Ltd and VGHM Ltd

623.On 30/11/2015 MTrace plc was incorporated in Malta (C732299)

624.On 15/12/2015 Termsheet was signed between Allianz Global Investors and VGH Malta companies (VGH, VGH ManCo, VGH AssetCo) re terms of financing

625.On 12/10/2016 Vitals reported to be about to sign a similar deal in Montenegro. Montenegro Government to lease six public health institutions in five cities for 30 years to Vitals Global Healthcare Group (VGH), which intended to invest approx. EUR 375 million in three phases

626.On 13/10/2016 Jersey companies were incorporated. Crestbridge Corporate Nominees Ltd established: New Horizons Investments Ltd (122284), Mount Everest Investments Ltd (122285), Evergreen Global Ventures Ltd (122286), Vitals Procurement Ltd (122287), Vitals Global Healthcare Ltd (122288), Vitals Management Systems Ltd (122289), Vitals Technologies Ltd (122290), VGH Innovations Ltd (122291), VGH Kosovo Ltd (122292), VGH International Ltd (122293), VGH Montenegro Ltd (122294) and VGH Malta Ltd (122295)

627.On 16/10/2016 the transfer of shares in MTrace PLC to Vitals Procurement Ltd and to Andrea Marsili, 1 share, was registered

628.On 11/11/2016 the transfer of 12,375 MTrace plc shares from Vitals Procurement Ltd to Andrea Marsili was registered

629.On 17/11/2016 VGH was introduced to Kosovo by Parliament Speaker Kadri Veseli

630.On 20/12/2016 a Convertible Note was issued by Gateway Solutions in favor of VPL Jersey (Technoline Convertible Note)

631.On 14/02/2017 Vitals Global Health Care transferred EUR 1,8 million to Gateway. Shares of Technoline were transferred to Gateway Solutions from GAE Investment Ltd Shares were sold for EUR 1,209,000. Appointed director was Ivan Vassallo

632.On 15/03/2017 a Promissory Note for EU 1,850,000 was issued to Vitals Global Healthcare Limited (Malta), Bluestone Investments Malta, Ram Tumuluri ("RT") by various agreements with Samuel Luft, Lufmar Investments, Teresa Luft, Mel Global Investments, Magini Ltd (all "SL Entities")

633.On 07/04/2017 Vitals Global Health Care transferred EUR 3,1 million to Gateway. Shares of Technoline were transferred to Gateway Solutions from T.D.C . Thomas Cusens resigned as a director

634.On 01/05/2017 Agreement between Vitals Procurement Limited (Jersey) and VGH ManCo was signed with the involvement of Mtrace, already a subsidiary of Jersey Co

635.On 01/05/2017 MSA between VGH International Ltd (Jersey Co) and Partners Healthcare International LLC was signed

636.On 21/06/2017 Letter from VGH to Sam Luft / Lumar Investments ltd which acknowledge existence of his loan was written

637.On 26/06/2017 Agreements between Ohum and VGH International (Jersey) such as Software License and Services, Implementation Agreement and Professional Services Agreement were signed

638.On 22/07/2017 announcement of a 'synergy' between Vitals and Technoline was distributed

639.On 24/07/2017 VGH Resources was incorporated in Malta (C 81862). Sri Ram Tumuluri was director

640.On 25/07/2017 Simon Cusens resigned as director in Technnoline

641.On 25/08/2017 Mount Everest General Trading LLC issued a Promissory Note for EUR 1.4million to Bluestone Investments Malta Ltd / VGH to be payable on/ or before 16/3/2018.

642.In Sep/Oct 2017 Government of Malta noted that negotiations re the proposed sale to Steward Healthcare started (3 months before news broke)

643.According to the testimony of Chris Fearne, he was informed by Joseph Muscat that there will be change in concessionaire in October 2017

644.On 12/10/2017 an Option Agreement between Bluestone, VGH and Luft (cited in encumbrances list on sale/purchase to Steward) was signed

645.On 01/11/2017 Steward Health Care International Ltd was incorporated in Malta (C 83293)

646.On 11/11/2017 Non-disclosure Agreement was signed between Government of the Malta (Ronald Mizzi as Permanent secretary Ministry for Tourism) and Steward Health Care international Ltd, Boston, USA regarding the intention of acquiring shares of Vitals

647.On 13/11/2017 Yaser Ali Bader[2364] was appointed as a director of Technoline Ltd

648.On 21/12/2017 the transfer of the Concession from Vitals to Steward was publicly announced

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[2364] brother-in-law of Shaukat Ali Abdul Ghafoor

649.In January 2018, VGH Europe changed its name to the Accutor Consulting AG, Switzerland

650.On 19/02/2018 Steward took the Concession, and all shares were transferred from Vitals to Steward.

10. Appendix VI - Time Line Technoline Ltd

10.1. Before 2015

651.All credit agreements were granted to "Technoline Ltd" by BNIF bank from March 2012 until April 2015 (closing date of the bids was 19/05/2015). For all credit agreements two companies (G.A.E Investments Limited and T.D.C. Holdings Limited, owners of the Technoline) and some individuals from two families Guillaumier and Cusens were guarantors

652."Technoline Ltd" worked with the Government of Malta and state-owned entities before November 2015 when Concession agreement was signed

10.2. Year 2015

653.On 27/03/2015 RFP for Hospital Concession was issued

654.On 13/05/20125 Vitals Global Healthcare Ltd Malta (C 70546) was incorporated

655.On 19/05/2015 RFP for Hospital Concession was closed, and bids were received

656.On 09/09/2015 Concession awarded to VGH

657.On 30/11/2015 the Concession Agreement signed between Government of Malta and VGH Ltd, VGHA Ltd and VGHM Ltd

658.On 04/12/2015 Nexia BT made a business plan for Gateway Solutions for 10 years of business. Anita Alosisio was in charge in the name of Nexia BT. The proposal was that Gateway would borrow the money from the banks in order to buy shares in Technoline during the period 2016 -2018 (2016 EUR 2 million, 2017 EUR 1,8 million and 2018 EUR 1 million) in a total amount of EUR 4,8 million.

10.3. Year 2016

659.On 13/01/2016 a change in the proposal for the acquisition of Tecnoline was proposed by Nexia BT (Dok 7.40/11). It was planned that HSBC would give a loan EUR 2,8 million and Pilatus bank would issue guarantee for payments of the shares in a value of EUR 2 million. The plan was that GAE would be paid during the year 2016 and TDC during the years 2016 and 2017.

660.On 11/02/2016 a email was sent from Ivan Vassallo to Adrian Hillman, then forwarded from Adrian Hillman to Karl Cini from Nexia BT (Dok 7.40/01) with Articles of Association for MMXVI Ltd and two charts proving ownership: 20% to Vassallo, 40 % to Adrian Hillman and 40% to Pierre Sladden.

661.On 12/02/2016 was issued Certificate of Registration MMXVI Limited (C74333), Malta (Dok MBR7). Mr Ivan Vassallo subscribed 240 shares out of 1,200 and BT International Limited as Nominee (Karl Cini signed in front of the Nominee) another 480 plus 480 shares. Director of the company was Ivan Vassallo

662.On 08/04/2016 "BOV" and Mr. Ivan and Mrs. Maria Victoria Vassallo signed a loan agreement in the amount of EUR 40,222

663.On 08/06/2016 "BOV" and Mr. Ivan and Mrs. Maria Victoria Vassallo signed another loan agreement in the amount of EUR 281,193

664.On 20/12/2016 "Gateway Solutions" issued a Convertible Note in favour of "Vitals Procurement Ltd", Jersey registered entity for the sum of EUR 5,140 million

665.This Note was assignable to Steward Health Care as part of the SPA of 1st December 2018 para 7.11.3. In Paragraph 7.11.3, page 23 of Schedule A of the Bluestone/Steward Agreement it was indicated that Gateway had obtained a loan of EUR 5,14 million from VGH. Technoline received EUR 1,8million on 14/02/2017 and EUR 3,1million on 07/04/2017 from Vitals, in total EUR 4,9 million. From Bluestone, Technoline received EUR 0,2 million.

666.From VGH, during 2017, Technoline received EUR 718,200 and from Accutor AG Technoline received EUR 0,2 million.

10.4. Year 2017

667.On 14/02/2017 EUR 1,800,000 was transferred from "Vitals Global HCARE" to "Gateway Solutions LTD" bank account with BoV number 40023620663 (Dok JB17)

668.On 14/02/2017 "G.A.E Investment Ltd" shares in "Technoline" were transferred to "Gateway Solutions" and Ivan Vassallo was appointed as a director of the company. Anthony Gullaimier and Jonathan Gullaimier resigned as directors the same day.

669.On 14/02/2017 a cheque was issued [2365] for EUR 1,209,000 from "Gateway Solutions LTD" BoV bank account to "G.A.E Investments Ltd"

2365 "2.91" (added in the end) as a fee

670.On the same day, 14/02/2017, a cheque was issued in amount[2366] of EUR 500,000.00 from "Gateway Solutions LTD" BoV bank account to "Technoline Ltd."

671.On 14/02/2017 a cheque was issued in amount[2367] of EUR 91,000.00 from "Gateway Solutions LTD" BoV bank account to "DGIR"[2368]

672.On 14/02/2017) the transfer from "G.A.E Investments Ltd" to "Gateway Solutions Ltd" of 50% ownership (giving it 50% in total) over "Technoline Ltd" was done for approx. EUR 1.3 mil, which is in correlation with the outflows mentioned in previous paragraphs.

673.On 15/02/2017 Cheque number 221590 (Dok GV1) was placed to the credit of HSBC in the amount of EUR 500,000.00 with reference 213 02 01050 1P0002

674.On 17/02/2017 Cheque number 221589 (Dok GV1) was cashed in the amount of EUR 1,209,000.00 by Guillaumier Limited

675.On 07/04/2017 "TDC" shares were transferred to "Gateway Solutions", with one share transferred to Ivan Vassallo personally. Thomas Cusens resigned as a director the same day. Simon Cusens resigned as a director three months later, on25/07/2017.

676.On 07/04/2017 EUR 3,100,000 was transferred from "Vitals Global HCARE" to "Gateway Solutions LTD" bank account with BoV number 40023620663 (Dok JB17)

677.On 07/04/2017 a cheque was issued in the amount of EUR 1 million from "Gateway Solutions LTD" BoV bank account to "T.D.C Holdings Ltd"

678.On 07/04/2017 a cheque was issued in the amount of EUR 852,999 from "Gateway Solutions LTD" BoV bank account to "T.D.C Holdings Ltd"

679.On 07/04/2017 a cheque was issued in the amount of EUR 900,000 from "Gateway Solutions LTD" BoV bank account to "Technoline Ltd"

680.On 07/04/2017 a cheque was issued in the amount of EUR 147,001 from "Gateway Solutions LTD" BoV bank account to "DGIR"[2369]

[2366] "2.91" (added in the end) as a fee

[2367] "2.91" (added in the end) as a fee

[2368] Tax Authorities

[2369] Tax Authorities

681. On 07/04/2017 a cheque was issued in the amount of EUR 105,005 from "Gateway Solutions LTD" BoV bank account to "DGIR"[2370]

682. On 07/04/2017 "T.D.C Holdings Ltd" shares were transferred to "Gateway Solutions Ltd", 50% ownership, (giving it 100% in total) over "Technoline Ltd" for approx. EUR 2,1 million

683. On 11/04/2017 Cheque number 221837 (Dok GV3) was placed in HSBC in the amount of EUR 1,000,000 with reference 213 03 00120 4P0002

684. On 11/04/2017 Cheque number 221838 (Dok GV3) was placed in HSBC in the amount of EUR 852,999.00 with reference 213 03 00130 4P0002

685. On 26/04/2017, 19 days after the "TDC" share transfer, a 'Preliminary Agreement' between "VGH" and "Technoline" was entered[2371] into.

686. On 06/07/2017 BoV and "Technoline Ltd" signed a credit agreement which gave the company funds in total up to EUR 5,250,000.00. The money was allocated on the following bases:

a) General Banking facility = EUR 1,000,000.00

b) Government Invoices facility = EUR 1,500,000.00

c) VGH Invoices facility = EUR 1,500,000.00

d) Special Guarantee = EUR 1,250,000.00

687. On 22/07/2017 – a "synergy" between "Vitals" and "Technoline" was announced.[2372]

688. On 20/09/2017 Notice of Appointment of Liquidator was submitted to MBRA. Mr Tonio Farrugia, CPA had been appointed as liquidator of the company MMXVI Limited, Malta on 15/07/2017.

689. On 01/11/2017 Steward Health Care International Ltd, Malta (C 83293) was incorporated.

690. On 10/11/2017 "Technoline", in its BoV bank account received EUR 400,000 from "Vitals Global Health"

10.5. Year 2018

691. On 11/01/2018 "Technoline" in its BoV bank account received EUR 1 million from "Vitals Global Health"

2370 Tax Authorities

2371 Ref para 7.9.1(d) of Schedule A of Amended SPA of 1st Feb 2018 between Bluestone and Steward - this para terminated at Agreement to be replaced by a new, local agreement

2372 www.independent.com

692.On 01/02/2018 The Sale & Purchase Agreement with Steward" and Vitals Global Healthcare Ltd, for EUR 1, was revised and contained the following in relation to liabilities:

a) Assumption of liabilities to pay EUR 1,400,000 to "Mount Everest Dubai" & EUR 1,850,000 to Sam Luft

b) Taking over "MTrace" (EUR 1,350,000 / EUR 2,200,000) & "Technoline" (EUR 5,140,000) loans OR granting of options over shares in "MTrace" and transferring "Technoline" Note ("Gateway Solutions'" Note)

c) Release of Group Guarantees & Encumbrances - Ashok, Luft option, Sharpoonji agreement

d) Entry into Ram termination, settlement and release agreement (payment)

e) Termination of a number of Jersey to Malta agreements

f) Transfer and assignment of a number of agreements from Jersey to Malta - including "Ohum", "Partners Healthcare", "MCOP" (prosthetics), "Technoline" and "MTrace p.l.c." supply (but "MTrace" was by then a subsidiary so the agreement with that company may never have been activated).

693.On 08/02/2018 "Technoline"in its BoV bank account received EUR 400,000 from "Vitals Global Health"

694.On 14/03/2018 "Technoline"in its BoV bank account received EUR 200,000 from "Vitals Global Health"

695.On 15/03/2018 "Technoline"in its BoV bank account received EUR 200,000 from "Vitals Global Health"

696.On 04/10/2018 BoV and "Technoline Ltd" signed a credit agreement which was renewing and amending the facilities granted on 06/07/2012, in the total of up to EUR 5,250,000

10.6. Year 2019

697.On 12/02/2019 BoV and "Technoline Ltd" signed another Credit Agreement which increased and amended the facilities granted on 04/10/2018, to a total of up to EUR 7,451,510. An increase of EUR 2,201,501 was related to an Advance Payment Guarantee in favor of "Ergon Ltd" to cover its share of the advance payment guarantee in relation to the construction and finishes of the Paola Hub and to issue another an Advance Payment Guarantee in relation to the tender for supply, installation, and commissioning of Medical Equipment for the new "Paola Primary Health Care Southern Regional Hub".

698.*Construction of the New Regional Health Center in Paola was estimated from EUR 25 mil up to EUR 40 mil. Out of 40 mil, 33 mil would come from EU funds.*

699.*Tender was awarded to Ergon projects – Technoline Joint venture which had submitted cheaper bid according to the article published in LovinMalta*

Fid-dawl tal-provi, dokumentazzjoni, *data* u *data* elettronika miġbura, u fid-dawl tar-Relazzjonijiet ta' l-Esperti nominati, inkluiżi *Appendices* għall-istess, jirriżulta li in konnessjoni mal-konċessjoni ta' l-Isptarijiet – Sptar Ġenerali ta' Għawdex, Sptar San Luqa u Sptar Karen Grech – mill-Gvern ta' Malta a favur Vitals Group u Steward Group u in konnessjoni ma' l-akkwist tas-soċjetà Technoline Limited, Numru ta' Reġsitrazzjoni C-4250, da parte tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, u dan għall-perijodu 2013 sa' 2023, hemm lok li jittieħdu passi kriminali fil-konfront ta':

- **Joseph Muscat**, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli ppromuova, ikkostitwixxa u organizza għaqda ta' aktar minn għaxra min-nies, bil-ħsieb li jitwettqu reati kriminali soġġetti għall-piena ta' priġunerija għal zmien erba' snin jew iktar, ai termini ta' l-**Artikolu 83A(1)(a)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissusspetta dwar l-għan jew l-attività b'mod ġenerali ta' l-għaqda stabbilita għall-finijiet imsemmija fl-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bħala Prim' Ministru ta' Malta (għall-perijodu Marzu 2013-Jannar 2020) u bħala Membru tal-Kamra tad-Deputati (għall-perijodu Marzu 2013-Ottubru 2020), in konnessjoni mal-kariga tiegħu, talab, irċieva jew aċċetta għalih jew għal ħaddieħor xi rigal jew wegħda jew offerta ta' xi rigal fi flus jew f'utili ieħor, jew xi vantaġġ ieħor, li għalihom huwa ma kellux jedd, ai termini ta' l-**Artikolu 115(1)(2) tal-Kap.9 tal-Liġijiet ta' Malta**. B'dan ir-reat jaqa' taħt il-piena ta' l-

interdizzjoni ġenerali ai termini ta' l-**Artikolu 119 tal-Kap. 9 tal-Liġijiet ta' Malta**;

- Talli bħala Prim' Ministru ta' Malta (għall-perijodu Marzu 2013-Jannar 2020) u bħala Membru tal-Kamra tad-Deputati (għall-perijodu Marzu 2013-Ottubru 2020), talab, irċieva jew aċċetta għalih xi rigal jew wegħda jew offerta ta' xi rigal, fi flus jew f'utili ieħor, jew ta' xi vantaġġ ieħor, mogħti jew magħmula bil-għan li jiġi influwenzat fl-imġieba tiegħu bħala Membru tal-Kamra tad-Deputati, ai termini ta' l-**Artikolu 118(1)(2) tal-Kap.9 tal-Liġijiet ta' Malta**. B'dan ir-reat jaqa' taħt il-piena ta' l-interdizzjoni ġenerali ai termini ta' l-**Artikolu 119 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi inqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel

titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ipparteċipa fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ipparteċipa fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Konrad Mizzi**, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli ppromuova, ikkostitwixxa u organizza għaqda ta' aktar minn għaxra min-nies, bil-ħsieb li jitwettqu reati kriminali soġġetti għall-piena ta' priġunerija għal zmien erba' snin jew iktar, ai termini ta' l-**Artikolu 83A(1)(a)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissusspetta dwar l-għan jew l-attività b'mod ġenerali ta' l-għaqda stabbilita għall-finijiet imsemmija fl-Artikolu 83A(1)(a) tal-Kap.9 tal-

Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra minnies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) u bħala Membru tal-Kamra tad-Deputati (għall-perijodu Marzu 2013-Marzu 2022), in konnessjoni mal-kariga tiegħu, talab, irċieva jew aċċetta għalih jew għal ħaddieħor xi rigal jew wegħda jew offerta ta' xi rigal fi flus jew f'utili ieħor, jew xi vantaġġ ieħor, li għalihom huwa ma kellux jedd, ai termini ta' l-**Artikolu 115(1)(2) tal-Kap.9 tal-Liġijiet ta' Malta.** B'dan ir-reat jaqa' taħt il-piena ta' l-interdizzjoni ġenerali ai termini ta' l-**Artikolu 119 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) u bħala Membru tal-Kamra tad-Deputati (għall-perijodu Marzu 2013-Marzu 2022), talab, irċieva jew aċċetta għalih xi rigal jew wegħda jew offerta ta' xi rigal, fi flus jew f'utili ieħor, jew ta' xi vantaġġ ieħor, mogħti jew magħmula bilgħan li jiġi influwenzat fl-imġieba tiegħu bħala Membru tal-Kamra tad-Deputati, ai termini ta' l-**Artikolu 118(1)(2) tal-Kap.9 tal-Liġijiet ta' Malta**. B'dan ir-reat jaqa' taħt il-piena ta' l-interdizzjoni ġenerali ai termini ta' l-**Artikolu 119 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bilgħan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jiġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala

persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi inqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ipparteċipa fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ipparteċipa fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni

f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Keith Allen Schembri**, detentur tal-Karta ta' l-Identità bin-Numru 331975M, in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli ppromuova, ikkostitwixxa u organizza għaqda ta' aktar minn għaxra min-nies, bil-ħsieb li jitwettqu reati kriminali soġġetti għall-piena ta' priġunerija għal zmien erba' snin jew iktar, ai termini ta' l-**Artikolu 83A(1)(a)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissusspetta dwar l-għan jew l-attività b'mod ġenerali ta' l-għaqda stabbilita għall-finijiet imsemmija fl-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat (għall-perijodu Marzu 2013-Novembru 2019), sew jekk kellu kemm jekk ma kellux jedd li jesiġi flus jew ħwejjeġ oħra bħala salarju tad-dmirijiet tiegħu, taħt il-libsa tal-kariga tiegħu, esiġa dak li l-liġi ma tippermettix, jew iżjed minn dak li tippermetti l-liġi, liema delitt huwa akkumpanjat minn ċirkostanzi li jwaqqgħuh taħt piena oħra wkoll, ai termini ta' l-**Artikoli 112 u 114 tal-Kap.9 tal-Liġijiet ta' Malta.** B'dan ir-reat jaqa' taħt il-piena ta' l-interdizzjoni ġenerali ai termini ta' l-**Artikolu 119 tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat (għall-perijodu Marzu 2013-Novembru 2019), sew jekk kellu kemm jekk ma kellux jedd li jesiġi flus jew ħwejjeġ oħra bħala salarju tad-dmirijiet tiegħu, b'theddid jew b'abbuż ta' awtorità, esiġa dak li l-liġi ma tippermettix, jew iżjed minn dak li tippermetti l-liġi, liema delitt huwa akkumpanjat minn ċirkostanzi li jwaqqgħuh taħt piena oħra wkoll, ai termini ta' l-**Artikoli 113 u 114 tal-Kap.9 tal-Liġijiet ta' Malta.** B'dan ir-reat jaqa' taħt il-piena ta' l-interdizzjoni ġenerali ai termini ta' l-**Artikolu 119 tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat, (għall-perijodu

Marzu 2013-Novemberu 2019), in konnessjoni mal-kariga jew impjieg tiegħu, talab, irċieva jew aċċetta għalih jew għal ħaddieħor xi rigal jew wegħda jew offerta ta' xi rigal fi flus jew f'utili ieħor, jew xi vantaġġ ieħor, li għalihom huwa ma kellux jedd, ai termini ta' l-**Artikolu 115(1) tal-Kap.9 tal-Liġijiet ta' Malta.** B'dan ir-reat jaqa' taħt il-piena ta' l-interdizzjoni ġenerali ai termini ta' l-**Artikolu 119 tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat (għall-perijodu Marzu 2013-Novembru 2019), bid-dieher jew bil-moħbi jew bil-mezz ta' persuna oħra, ħa interess privat f'aġġudikazzjoni, appalt, jew amministrazzjoni, sewwa jekk kellu għal kollox jew f'parti t-triġija jew is-sorveljanza tagħhom, kif ukoll jekk kellu din it-triġija jew sorveljanza fiż-żmien li l-aġġudikazzjoni, l-appalt jew l-amministrazzjoni nbdew, fejn ukoll saret ħsara b'qerq lill-amministrazzjoni illi magħha l-affari kellha x'taqsam, ossia l-Gvern ta' Malta, ai termini ta' l-**Artikoli 124 u 126 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat (għall-perijodu Marzu 2013-Novembru 2019), ikkomunika jew ippubblika dokument jew fatt li kien ġie fdat lilu jew li kien ġie magħruf minnu minħabba l-kariga jew impjieg tiegħu, u illi kellu jibqa' sigriet, jew illi b'xi mod għen biex jiġi magħruf, meta l-fatt ma jkunx fih innifsu jikkostitwixxi reat iktar gravi, ai termini ta' l-**Artikolu 133 tal-Kap.9 tal-Liġijiet ta' Malta.** B'dan ir-reat jaqa' taħt il-piena ta' l-interdizzjoni ġenerali ai termini ta' l-**Artikolu 140 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat (għall-perijodu Marzu 2013-Novembru 2019), irrenda ruħu ħati ta' reati oħra li huwa kellu jissorvelja biex ma jsirux jew li minħabba l-kariga tiegħu huwa kellu d-dmir li jimpedixxi, ai termini ta' l-**Artikolu 141 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru

761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000) konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi inqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ippartečipa fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ippartečipa fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' partečipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew

indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Keith Allen Schembri**, detentur tal-Karta ta' l-Identità bin-Numru 331975M, f'ismu personali kif ukoll bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetajiet **Kasco Foods Limited (illum magħrufa bl-isem Sciacca Grill Limited)**, Numru ta' Reġistrazzjoni C-47673, **Kasco Engineering Company Limited**, già magħrufa bħala Kasco Technical Services Limited, Numru ta' Reġistrazzjoni C-34257, u tas-soċjetà **FSV Limited**, Numru ta' Reġistrazzjoni C-37531 u l-istess **Kasco Foods Limited** (illum magħrufa bl-isem Sciacca Grill Limited), Numru ta' Reġistrazzjoni C-47673, **Kasco Engineering Company Limited**, Numru ta' Reġistrazzjoni C-64979 u **FSV Limited**, Numru ta' Reġistrazzjoni C-37531, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli ppromuovew, ikkostitwew u organizzaw għaqda ta' aktar minn għaxra min-nies, bil-ħsieb li jitwettqu reati kriminali soġġetti għall-piena ta' priġunerija għal zmien erba' snin jew iktar, ai termini ta' l-**Artikolu 83A(1)(a)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kienu jafu jew kellhom kawża raġonevoli li jissusspettaw dwar l-għan jew l-attività b'mod ġenerali ta' l-għaqda stabbilita għall-finijiet imsemmija fl-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipaw b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli talbu, irċievew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom innifushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai

termini ta' l-**Artikoli 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi inqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ipparteċipaw fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ipparteċipaw fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Christopher Fearne**, detentur tal-Karta ta' l-Identità bin-Numru 222863(M), f'ismu personali u fil-kapaċità tiegħu ta' Deputat Prim' Ministru (perijodu Lulju 2017 sa' llum) u Ministru tas-Saħħa (għall-perijodu 28 ta' April 2016 sas-6 ta' Jannar 2024), in konnessjoni mas-segwenti reati:

  - Talli b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta'

Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat ta' frodi b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Edward Scicluna**, detentur tal-Karta ta' l-Identità bin-Numru 892646(M), in konnessjoni mas-segwenti reati:

  - Talli fil-kapaċità tiegħu ta' Ministru għall-Finanzi (perijodu Marzu 2013-Novembru 2020), b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru

C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli fil-kapaċità tiegħu ta' Ministru għall-Finanzi (Marzu 2013-Novembru 2020), b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat ta' frodi b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli fil-kapaċità tiegħu ta' Ministru għall-Finanzi (perijodu Marzu 2013-Novembru 2020), b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Ronald Mizzi**, detentur tal-Karta ta' l-Identità bin-Numru 354182(M), in konnessjoni mas-segwenti reati:

  - Talli bħala uffiċjal pubbliku, senjatament fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Segretarju Permanenti fi ħdan l-Uffiċju tal-Prim' Ministru (Energy & Projects) (perijodu 2016-2017) u Segretarju Permanenti fi ħdan il-Ministeru tat-Turiżmu (perijodu 2017-2022), irrenda ruħu ħati ta' reati li huwa kellu jissorvelja biex ma jsirux jew li minħabba l-kariga

tiegħu huwa kellu d-dmir li jimpedixxi, ai termini ta' l-**Artikolu 141 tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Segretarju Permanenti fi ħdan l-Uffiċju tal-Prim' Ministru (Energy & Projects) (perijodu 2016-2017) u Segretarju Permanenti fi ħdan il-Ministeru tat-Turiżmu (perijodu 2017-2022), b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Segretarju Permanenti fi ħdan l-Uffiċju tal-Prim' Ministru (Energy & Projects) (perijodu 2016-2017) u Segretarju Permanenti fi ħdan il-Ministeru tat-Turiżmu (perijodu 2017-2022), b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat ta' frodi b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Segretarju Permanenti fi ħdan l-Uffiċju tal-Prim' Ministru (Energy &

Projects) (perijodu 2016-2017) u Segretarju Permanenti fi ħdan il-Ministeru tat-Turiżmu (perijodu 2017-2022), b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Alfred Camilleri**, detentur tal-Karta ta' l-Identità bin-Numru 404059(M), in konnessjoni mas-segwenti reati:

  - Talli bħala uffiċjal pubbliku, senjatament fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tal-Finanzi (għall-perijodu Marzu 2013-Ġunju 2022), irrenda ruħu ħati ta' reati li huwa kellu jissorvelja biex ma jsirux jew li minħabba l-kariga tiegħu huwa kellu d-dmir li jimpedixxi, ai termini ta' l-**Artikolu 141 tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tal-Finanzi (għall-perijodu Marzu 2013-Ġunju 2022), b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tal-Finanzi (għall-perijodu Marzu 2013-Ġunju 2022), b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat ta' frodi b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tal-Finanzi (għall-perijodu Marzu 2013-Ġunju 2022) b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Joseph Rapa**, detentur tal-Karta ta' l-Identità bin-Numru 29366(G), in konnessjoni mas-segwenti reati:

  - Talli bħala uffiċjal pubbliku, senjatament fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tas-Saħħa (għall-perijodu Marzu 2013-Mejju 2022), irrenda ruħu ħati ta' reati li huwa kellu jissorvelja biex ma jsirux jew li minħabba l-kariga tiegħu huwa kellu d-dmir li jimpedixxi, ai termini ta' l-**Artikolu 141 tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tas-Saħħa (għall-perijodu Marzu 2013-Mejju 2022), b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita

aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tas-Saħħa (għall-perijodu Marzu 2013-Mejju 2022)), b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat ta' frodi b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli fil-kapaċità ta' Segretarju Permanenti fi ħdan il-Ministeru tas-Saħħa (għall-perijodu Marzu 2013-Mejju 2022) b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Shaukat Ali Chaudhry**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli ppromuova, ikkostitwixxa u organizza għaqda ta' aktar minn għaxra min-nies, bil-ħsieb li jitwettqu reati kriminali soġġetti għall-piena ta' priġunerija għal zmien erba' snin jew iktar, ai termini ta' l-**Artikolu 83A(1)(a)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissusspetta dwar l-għan jew l-attività b'mod ġenerali ta' l-għaqda stabbilita għall-finijiet imsemmija fl-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli kkorrompa uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (perijodu Marzu 2013-Novembru 2019), kif ukoll talli kkorrompa Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (perijodu Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) ai termini ta' l-**Artikoli 42, 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli wieghed, ta jew offra, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli ta ordni lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited,

in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, jew ġiegħel lill-istess persuni u kumpannija, b'mezz ta' rigali, wegħdiet, theddid, maniġġi, jew egħmil qarrieqi jew ta istruzzjonijiet biex isseħħ approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(a)(b), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi inqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ippartečipa fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ippartečipa fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' partečipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partečipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partečipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Asad Shaukat Ali**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli ppromuova, ikkostitwixxa u organizza għaqda ta' aktar minn għaxra min-nies, bil-ħsieb li jitwettqu reati kriminali soġġetti għall-piena ta' priġunerija għal zmien erba' snin jew iktar, ai termini ta' l-**Artikolu 83A(1)(a)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissusspetta dwar l-għan jew l-attività b'mod ġenerali ta' l-għaqda stabbilita għall-finijiet imsemmija fl-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartečipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli kkorrompa uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (perijodu Marzu 2013-Novembru 2019), kif ukoll talli kkorrompa Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (perijodu Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) ai termini ta' l-**Artikoli 42, 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli wieġħed, ta jew offra, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli talab, irċieva jew aċċetta xi offerta jew weġħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-

għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli ta ordni lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, jew ġiegħel lill-istess persuni u kumpannija, b'mezz ta' rigali, wegħdiet, theddid, maniġġi, jew egħmil qarrieqi jew ta istruzzjonijiet biex isseħħ approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(a)(b), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi inqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ipparteċipa fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ipparteċipa fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew

ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Wajid Shaukat Ali**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 80542(A), in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli, b'xi mod li jkun, għen jew assista fir-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (perijodu Marzu 2013-Novembru 2019), kif ukoll fir-reat ta' korruzzjoni ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (perijodu Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli wieħed, ta jew offra, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-

Lġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi inqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ipparteċipa fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ippartecipa fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta'

qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta.**

- **Fakhra Shaukat Ali**, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 110692A, in konnessjoni mas-segwenti reati:

  - Talli assoċjat ruħha ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li tagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli, b'xi mod li jkun, għenet jew assistiet fir-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (perijodu Marzu 2013-Novembru 2019), kif ukoll fir-reat ta' korruzzjoni ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (perijodu Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli wegħdet, tat jew offriet, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talbet, irċeviet jew aċċettat xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għaliha nnifisha jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, għenet jew assistiet lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi nqdiet b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa

fuq ħaddieħor, ippartečipat fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ippartečipat fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlet atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertiet jew ittrasferiet proprjetà meta kienet taf jew issusspettat li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' partečipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbiet jew uriet ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienet taf jew issusspettat li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partečipazzjoni f'attività kriminali; (iii) akkwistat, ipposjediet jew użat proprjetà meta kienet taf jew issusspettat li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partečipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Aasia Parveen Shaukat**, detentriči tal-Karta ta' l-Identità Maltija bin-Numru 60627A, in konnessjoni mas-segwenti reati:

  - Talli assoċjat ruħha ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li tagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli, b'xi mod li jkun, għenet jew assistiet fir-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (perijodu Marzu 2013-Novembru 2019), kif ukoll fir-reat ta' korruzzjoni ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (perijodu Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru

521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli weġħdet, tat jew offriet, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiċgħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talbet, irċeviet jew aċċettat xi offerta jew weġħda ta' xi vantaġġ mhux xieraq għaliha nnifisha jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun għenet jew assistiet lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-

Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi nqdiet b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ippartecipat fi frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn, bi ħsara tal-Ġvern ta' Malta, ippartecipat fi qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlet atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertiet jew ittrasferiet proprjetà meta kienet taf jew issusspettat li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' partecipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew koncernati f'attività kriminali; (ii) ħbiet jew uriet ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienet taf jew issusspettat li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partecipazzjoni f'attività kriminali; (iii) akkwistat, ipposjediet jew użat proprjetà meta kienet taf jew issusspettat li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partecipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Shaukat Ali Chaudhry**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, **Fatima Hamed Musabah Alshibli**, imwielda fl-1 ta' Jannar 1961, **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità Maltija bin-Numru 0160108A, u **Atta UL Hayee**, detentur ta' Passaport Pakistani bin-Numru AA6191402, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza ai termini ta' l-Artikolu 121D tal-

Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Mount Everest General Trading LLC**, inkorporata ġewwa Dubai b'Register No. 1077821, DCCI No. 194055 u Company No. 10871818, u l-istess soċjetà **Mount Everest General Trading LLC**, b'Register No. 1077821 u DCCI No. 194055, **u Shaukat Ali Chaudhry**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, u **Aasia Parveen Shaukat**, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 60627A, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Mount Everest FZ LLC,** inkorporata ġewwa Dubai b'Liċenzja Nru. 6416/2015, u l-istess soċjetà **Mount Everest FZ LLC**, b'Liċenzja Nru. 6416/2015, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(2)(3) 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli taw ordni lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955 u Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, **u** lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, u Jonathan Vella, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u l-istess soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, jew ġiegħlu lill-istess persuni u

kumpanniji, b'mezz ta' rigali, wegħdiet, theddid, maniġġi, jew egħmil qarrieqi jew taw istruzzjonijiet biex isseħħ approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn ħames miljun Euro (€5,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(a)(b), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, sctgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn ħames miljun Euro (€5,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn ħames miljun Euro (€5,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jaf jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jaf jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Shaukat Ali Chaudhry**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, u **Aasia Parveen Shaukat**, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 60627A, u **Taher AA Borgan**, detentur ta' Passaport bin-Numru KFJKYLNC, f'isimhom

personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Global Assets Holdings Limited**, Numru ta' Reġistrazzjoni C-50018, u l-istess soċjetà **Global Assets Holdings Limited**, Numru ta' Reġistrazzjoni C-50018, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli taw ordni lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955 u Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, **u** lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, u Jonathan Vella, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u l-istess soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, jew ġieħlu lill-istess persuni u kumpanniji, b'mezz ta' rigali, wegħdiet, theddid, maniġġi, jew egħmil qarrieqi jew taw istruzzjonijiet biex isseħħ approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn iktar minn tlett mija u erbgħin elf Euro (€340,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, mill-Gvern ta' Malta in konnessjoni mal-

koncessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Generali ta' Għawdex, ai termini ta' l-**Artikoli 42(a)(b), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn tlett mija u erbgħin elf Euro (€340,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Gvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn tlett mija u erbgħin elf Euro (€340,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jaf jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jaf jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Asad Shaukat Ali**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Eurasia Limited**, Numru ta' Reġistrazzjoni C-54028, u l-istess **Eurasia Limited**, Numru ta' Reġistrazzjoni C-54028, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli wegħdu, taw jew offrew, sew b'mod direttt sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, senjatament Clarence John Conger-Thompson, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(1)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bil-ħsieb li jagħmlu, jaħbu jew juru ħaġa b'oħra dwar xi reat, holqu jew użaw xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommettew b'mod mhux leġittimu milli jirreġistraw xi ħlas, ai termini ta' l-**Artikoli 121B u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli taw ordni lil Clarence John Conger-Thompson, detentur tal-Permess ta' Residenza Malti bin-Numru MT 9289372, jew ġiegħlu lill-istess persuna b'mezz ta' rigali, wegħdiet, theddid, maniġġi, jew egħmil qarrieqi jew taw istruzzjonijiet biex isseħħ approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn seba' mitt elf Euro (€700,000), ai termini ta' l-**Artikoli 42(a)(b), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi ta' iktar minn seba' mitt elf Euro (€700,000) a dannu tal-Gvern ta' Malta u ta' iktar minn tlett mitt elf Euro (€300,000) a dannu tal-Kummissarju tat-Taxxi u Dwana, già magħruf bħala l-Kummissarju tat-Taxxi, f'taxxa fuq il-valur miżjud mhux imħallsa fil-perijodi ta' taxxa 2017-2019, ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

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- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn seba' mitt elf Euro (€700,000) a dannu tal-Gvern ta' Malta u ta' iktar minn tlett mitt elf Euro (€300,000) a dannu tal-Kummissarju tat-Taxxi u Dwana, già magħruf bħala l-Kummissarju tat-Taxxi, f'taxxa fuq il-valur miżjud mhux imħallsa fil-perijodi ta' taxxa 2017-2019, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**;
- Talli xjentement naqsu li jagħtu kont għal xi attività taxxabbli fir-*records*, dokumenti u kontijiet meħieġa bl-Att dwar it-Taxxa fuq il-Valur Miżjud, Kap.406 tal-Liġijiet ta' Malta, għas-snin 2017, 2018, 2019 u 2020, ai termini ta' l-**Artikolu 77(a) tal-Kap. 406 tal-Liġijiet ta' Malta**;
- Talli għamlu denunzja, dikjarazzjoni jew taw tagħrif meħtieġ għal xi wieħed mill-għanijiet ta' l-Att dwar it-Taxxa fuq il-Valur Miżjud, Kap.406 tal-Liġijiet ta' Malta, għas-snin 2017, 2018, 2019 u 2020, li kienu jafu li ma kienux korretti jew qarrieqa f'xi rigward materjali, ai termini ta' l-**Artikolu 77(b) tal-Kap.406 tal-Liġijiet ta' Malta**;
- Talli kisru jew naqsu milli jħarsu xi waħda mid-dispożizzjonijiet ta' l-Atti dwar it-Taxxi jew ta' xi regoli magħmula bis-saħħa tagħhom, ai termini ta' l-**Artikolu 49(1) tal-Kap.372 tal-Liġijiet ta' Malta**.

- **Clarence John Conger-Thompson**, detentur tal-Permess ta' Residenza Malti bin-Numru MT 9289372, in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bħala persuna li taħdem f'xi kapaċità, senjatament bħala Senior IT Manager, għal xi persuna naturali jew ġuridika, senjatament soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, li tkun taħdem fis-settur privat li xjentement matul l-attivitajiet kummerċjali tagħha, sew b'mod dirett sew permezz ta' xi intermedjarju u bi ksur ta' dmirijiet tagħha, ġab ruħu b'xi mod previst fl-Artikolu 112 tal-Kap.9 tal-Liġijiet ta' Malta u/jew fl-Artikolu 115 tal-Kap.9 tal-Liġijiet ta' Malta, ai termini ta' l-**Artikolu 121(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih infsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli, b'xi mod li jkun, xjentement għen jew assista lil Asad Shaukat Ali, detentur tal-Karta ta' l-Identità bin-Numru 267618L, u lis-soċjetà Eurasia Limited, Numru ta' Reġistrazzjoni C-54028, fit-twettiq tar-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn seba' mitt elf Euro (€700,000), ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli flimkien ma' oħrajn, b'mezzi kontra l-Liġi jew billi nqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ipparteċipa fi frodi ta' iktar minn seba' mitt elf Euro (€700,000), a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bi ħsara tal-Ġvern ta' Malta, flimkien ma' oħrajn wettaq wettaq qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, fi frodi ta' iktar minn seba' mitt elf Euro (€700,000), a dannu tal-Gvern ta' Malta, ai termini ta'

l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta.**

- **Asad Shaukat Ali**, detentur tal-Karta ta' l-Identità bin-Numru 267618L, **Wajid Shaukat Ali**, detentur tal-Karta ta' l-Identità bin-Numru 80542(A), **Yasar Zafar**, detentur ta' Passaporti bin-Numri A104097 u/jew KG617570, u **Ahmed Gashout Belkhir**, detentur ta' Passaport Libjan bin-Numru 329183, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Incorp Sarl**, soċjetà inkorporata t-Tunisia Numru 1096440F/B2430722009, u l-istess soċjetà **Incorp Sarl**, Numru 1096440F/B2430722009, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi ta' iktar minn mitt elf Euro (€100,000) a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn mitt elf Euro (€100,000), a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew ississpettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew ississpettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew ississpettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**;

- **Shaukat Ali Chaudhry**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, **Asad Shaukat Ali**, detentur tal-Karta ta' l-Identità bin-Numru 267618L, u **Yasar Zafar**, detentur ta' Passaporti bin-Numri A104097 u/jew KG617570, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **STE Health Co**, inkorporata t-Tunisija, bin-Numru ta' Reġistrazzjoni 1537741/V, u l-istess soċjetà **STE Health Co**, bin-Numru ta' Reġistrazzjoni 1537741/V, in konnessjoni mas-segwent reatii:

  - Talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat

pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi ta' mhux inqas minn tmin mitt elf Euro (€800,000) a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' mhux inqas minn tmin mitt elf Euro (€800,000), a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Christopher Spiteri**, detentur tal-Karta ta' l-Identità bin-Numru 201373(M), in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli ħalef il-falz quddiem il-Maġistrat Inkwirenti fil-kuntest ta' l-Inkjesta bin-Numru 839/19, ai termini ta' l-**Artikolu 108(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bħala persuna li taħdem f'xi kapaċità, senjatament bħala Awditur, għal xi persuna naturali jew ġuridika, senjatament is-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, li taħdem fis-settur privat li xjentement matul l-attivitajiet kummerċjali tagħha, sew b'mod dirett sew permezz ta' xi intermedjarju u bi ksur ta' dmirijiet tagħha, ġab ruħu b'xi mod previst fl-Artikolu 112 tal-Kap.9 tal-Liġijiet ta' Malta u/jew fl-Artikolu 115 tal-Kap.9 tal-Liġijiet ta' Malta, ai termini ta' l-**Artikolu 121(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih infsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bil-ħsieb li jagħmel, jaħbi jew juri ħaġa b'oħra dwar xi reat, ħoloq jew uża xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommetta b'mod mhux leġittimu milli jirreġistra xi ħlas, ai termini ta' l-**Artikoli 121B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli sabiex jikseb xi vantaġġ għalih innifsu jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamel dikjarazzjoni jew stqarrija falza, jew ta tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli minħabba l-istat, professjoni jew kariga tiegħu, sar depożitarju ta' sigriet li ġie fdat lilu, kixef dan is-sigriet mhux f'każijiet li fihom il-liġi tobbligah igħarrafhom lil awtorità pubblika, ai termini ta' l-**Artikolu 257 tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat ta' frodi b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta'

għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**;

- Talli ħalla barra mill-prospetti tat-taxxa ta' Shaukat Ali Chaudhry, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, Wajid Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 80542(A), Fakhra Shaukat Ali, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 110692A, u Aasia Parveen Shaukat, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 60627A, għas-snin ta' stima 2014 sa' 2020, imħejjija għall-finijiet ta' l-Atti dwar it-Taxxi jew taħt dawk l-Atti, xi income li hemm kellu jidħol, u talli għamel dikjarazzjoni jew reġistrazzjoni falza fil-prospetti tat-taxxa ta' Shaukat Ali Chaudhry, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, Wajid Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 80542(A), Fakhra Shaukat Ali, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 110692A, u Aasia Parveen Shaukat, detentriċi tal-Karta ta' l-Identità Maltija bin-Numru 60627A, għas-snin ta' stima 2014 sa' 2020, imħejjija jew mogħtija għall-finijiet ta' l-Att dwar it-Taxxa u talli għamel użu minn xi frodi, tidwir jew mezz ieħor ta' qerq, ai termini ta' l-Artikolu 52(a)(b)(e) tal-Kap.372 tal-Liġijiet ta' Malta;
- Talli aġixxa jew naqas milli jaġixxi bi ksur tad-dmir professjonali li għandu bħala accountant u/jew awditur, liema att jew omissjoni jammontaw għal diżonestà jew imġieba ħażina gravi, ai termini ta' l-**Artikolu 12 tal-Kap.281 tal-Liġijiet ta' Malta**.

- **Jonathan Vella**, detentur tal-Karta ta' l-Identità bin-Numru 534687(M), in konnessjoni mas-segwenti reati:

  - Talli bil-ħsieb li jagħmel, jaħbi jew juri ħaġa b'oħra dwar xi reat, ħoloq jew uża xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux

kompleta jew ommetta b'mod mhux leġittimu milli jirreġistra xi ħlas, ai termini ta' l-**Artikoli 121B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli sabiex jikseb xi vantaġġ għalih innifsu jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamel dikjarazzjoni jew stqarrija falza, jew ta tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, Saba Binte Abbas, detentriċi ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, Armin Ernst, detentur ta' Passaport Amerikan bin-Numru 463649409/565516948 u Passaport Ġermaniż bin-Numru C4FYRY87K, David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, fir-reat ta' approprazzjoni indebita aggravata a dannu tal-Gvern ta' Malta ta' iktar minn sittax-il miljun Euro (€16,000,000), konsistenti dawn f'fondi mogħtija lil Vitals Global Healthcare Management Limited in segwitu Steward Malta Management Limited, in konnessjoni mal-konċessjoni da parte tal-Gvern ta' Malta ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat ta' frodi b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai

termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, movimcnt ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, in konnessjoni mas-segwenti reat:

  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità Maltija bin-Numru 0160108A, in konnessjoni mas-segwenti reat:

  - Talli waqt li kienet taf jew kellha kawża raġonevoli li tissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipat b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

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- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, **Mark Edward Pawley**, detentur ta' British Passport bin-Numru 761265955 u **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u ta' Karta ta' l-Identità Maltija bin-Numru 0160108A, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetajiet **Vitals Global Healthcare Limited** (illum magħrufa bħala Steward Malta Limited), Numru ta' Reġistrazzjoni C-70546, **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, **Vitals Global Healthcare Assets Limited** (illum magħrufa bħala Steward Malta Assets Limited), Numru ta' Reġistrazzjoni C-70625 u **VGH Resources Limited** (illum magħrufa bħala Steward Malta Personnel Limited), Numru ta' Reġistrazzjoni C-81862, u l-istess soċjetajiet **Vitals Global Healthcare Limited** (illum magħrufa bħala Steward Malta Limited), Numru ta' Reġistrazzjoni C-70546, **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, **Vitals Global Healthcare Assets Limited** (illum magħrufa bħala Steward Malta Assets Limited), Numru ta' Reġistrazzjoni C-70625 u **VGH Resources Limited** (illum magħrufa bħala Steward Malta Personnel Limited), Numru ta' Reġistrazzjoni C-81862, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli sabiex jiksbu xi vantaġġ għalihom infushom jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamlu dikjarazzjoni jew stqarrija falza, jew taw tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta;**
  - Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta'

Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, **Mark Edward Pawley**, detentur ta' British Passport bin-Numru 761265955, u **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u ta' Karta ta' l-Identità bin-Numru 0160108A, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetajiet **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, l-istess soċjetà **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, **u Sri Ram Tumuluri**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, **Mark Pawley**, detentur ta' British Passport bin-Numru 761265955, u **Jonathan Vella**, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Bluestone Investments Malta Limited**, Numru ta' Reġistrazzjoni C-67975, in konnessjoni mas-segwenti reati:

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- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli kkorrompew uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (perijodu Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (perijodu Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (perijodu 2013-2014), Ministru ta' l-Enerġija u s-Saħħa (perijodu 2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (perijodu 2016-2017) u Ministru tat-Turiżmu (perijodu 2017-2019) ai termini ta' l-Artikoli **42, 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli wegħdu, taw jew offrew, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(1)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bil-ħsieb li jagħmlu, jaħbu jew juru ħaġa b'oħra dwar xi reat, holqu jew użaw xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommettew b'mod mhux leġittimu milli jirreġistraw xi ħlas, ai termini ta' l-**Artikoli 121B u 121Dtal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia ta' iktar minn sittax-il miljun Euro (€16,000,000), li ġiet fdata jew ikkunsinnata lilhom mill-Gvern ta' Malta bħala fondi in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, a dannu ta' l-istess Gvern ta' Malta, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

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- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, **Mark Pawley**, detentur ta' British Passport bin-Numru 761265955, u **Jonathan Vella**, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Bluestone Investments Malta Limited**, Numru ta' Reġistrazzjoni C-67975, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia tas-somma ta' iktar minn mitt elf Euro (€100,000), li ġiet ikkunsinnata mill-Gvern ta' Malta bħala fondi in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw għall-inkorproazzjoni ta' soċjetajiet ġewwa Jersey, u dana a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn mitt elf Euro (€100,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn mitt elf Euro (€100,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, f'ismu personali u bħala persuna vestita bir-

rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetajiet **New Horizons Investments Limited**, Numru ta' Reġistrazzjoni 122284, **Mount Everest Investments Limited**, Numru ta' Reġistrazzjoni 122285, **Evergreen Global Ventures Limited**, Numru ta' Reġistrazzjoni 122286, **Vitals Procurement Limited**, Numru ta' Reġistrazzjoni 122287, **Vitals Global Healthcare Limited**, Numru ta' Reġistrazzjoni 122288, **Vitals Management Systems Limited**, Numru ta' Reġistrazzjoni 122289, **Vitals Technologies Limited**, Numru ta' Reġistrazzjoni 122290, **VGH Innovations Limited**, Numru ta' Reġistrazzjoni 122291, **VGH International Limited**, Numru ta' Reġistrazzjoni 122292, **VGH Kosovo Limited**, Numru ta' Reġistrazzjoni 122293, **VGH Montenegro Limited**, Numru ta' Reġistrazzjoni 122294 u **VGH Malta Limited**, Numru ta' Reġistrazzjoni 122295, ilkoll inkorporati ġewwa Jersey, u **Shaukat Ali Chaudhry**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Mount Everest Investment Limited**, Numru ta' Reġistrazzjoni 122285, inkorporata ġewwa Jersey, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli taw ordni li Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, u Jonathan Vella, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975 jew ġiegħlu lill-istess persuni u kumpannija, b'mezz ta' rigali, wegħdiet, theddid, maniġġi, jew egħmil qarrieqi jew taw istruzzjonijiet biex isseħħ approprazzjoni indebita aggravata ta' iktar minn mitt elf Euro (€100,000), a dannu tal-Gvern ta' Malta in konnessjoni ma' l-inkorporazzjoni tad-diversi soċjetajiet imsemmija ġewwa Jersey, ai termini ta' l-**Artikoli 42(a)(b), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn mitt elf

Euro (€100,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn mitt elf Euro (€100,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **VGH International Limited**, Numru ta' Reġistrazzjoni 122292, inkorporata ġewwa Jersey, in konnessjoni mas-segwenti reati:

  - Talli talab, irċeva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettaq frodi a dannu tal-Gvern ta' Malta ta' iktar minn miljun u seba' mitt elf Euro (€1,700,0000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettaq qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn miljun u seba' mitt elf Euro (€1,700,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamel atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, **Mark Edward Pawley**, detentur ta' British Passport bin-Numru 761265955, u **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia ta' iktar minn ħames miljun Euro (€5,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lilhom mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw għall-fini ta' l-akkwist ta' ishma fis-soċjetà Technoline Limited, Numru ta' Reġsitrazzjoni C-4250, da parte tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia ta' iktar minn miljun Euro (€1,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lilhom mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw għall-fini ta' l-akkwist ta' ishma fis-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, da parte tas-soċjetà Vitals Procurement Limited, reġistrata ġewwa Jersey, bin-Numru ta' Reġistrazzjoni 122287, u tas-soċjetà Vitals Global Healthcare Management Limited, (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u dan a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia ta' iktar minn zewġ miljuni u tlett mitt elf Euro (€2,300,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lilhom mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw in konnessjoni mas-Cyclotron Project, u dan a dannu tal-Gvern ta' Malta, ai termini ta' l-

Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta;

- Talli bil-ħsieb li jagħmlu, jaħbu jew juru ħaġa b'oħra dwar xi reat, holqu jew użaw xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommettew b'mod mhux leġittimu milli jirreġistraw xi ħlas, ai termini ta' l-**Artikoli 121B u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn tmien mijlun Euro (€8,000,000), ai termini ta' l-**Artikoli 308, 310(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn tmien miljun Euro (€8,000,000), a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Malta Enterprise ta' iktar minn erba' miljuni u seba' mitt elf Euro (€4,700,000) in konnessjoni mas-Cyclotron Project, ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn erba' miljuni u seba' mitt elf Euro (€4,700,000) in konnessjoni mas-Cyclotron Project a dannu tal-Malta Enterprise, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli volontarjament bil-ħsieb li jakkwistaw xi inċentiv jew benefiċċju mingħand il-Malta Enterprise għamlu użu minn xi frodi, qerq jew ingann ta' kull xorta, ai termini ta' l-**Artikolu 34(1)(e) tal-Kap.463 tal-Liġijiet ta' Malta**;
- Talli għamlu atti ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew

konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443 u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Vitals Procurement Limited**, reġistrata ġewwa Jersey, bin-Numru ta' Reġistrazzjoni 122287, in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli kkorrompa uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-Artikoli **42, 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli talab, irċeva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli bil-ħsieb li jagħmel, jaħbi jew juri ħaġa b'oħra dwar xi reat, holoq jew uża xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommetta b'mod mhux leġittimu milli jirreġistraa xi ħlas, ai termini ta' l-**Artikoli 121B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għen jew assista fit-twettiq ta' approprjazzjoni indebita aggravata ta' iktar minn ħames miljun Euro (€5,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lis-soċjetà Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħha, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw għall-fini ta' l-akkwist ta' ishma fis-soċjetà Technoline Limited, Numru ta' Reġsitrazzjoni C-4250, da parte tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għen jew assista fit-twettiq ta' approprjazzjoni indebita aggravata ta' iktar minn miljun Euro (€1,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lis-soċjetà Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħha, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw għall-fini ta' l-akkwist ta' ishma fis-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, da parte tas-soċjetà Vitals Procurement Limited, reġistrata ġewwa Jersey, bin-Numru ta' Reġistrazzjoni 122287, u tas-soċjetà Vitals Global Healthcare Management Limited, (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u dan a dannu tal-Gvern ta' Malta ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħjran b'mezzi kontra l-Liġi jew billi nqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ippartecipa fit-twettiq ta' frodi a dannu tal-Gvern ta' Malta ta' iktar minn sitt miljun Euro (€6,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli flimkien ma' oħrajn ippartećipta fit-twettiq ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn sitt miljun Euro (€6,000,000) a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħjran b'mezzi kontra l-Liġi jew billi nqeda b'qerq ieħor, ingann jew billi wera ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, ippartećipa fit-twettiq ta' frodi a dannu tal-Malta Enterprise ta' iktar minn erba' miljun u seba' mitt elf Euro (€4,700,000) in konnessjoni mas-Cyclotron Project, ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli flimkien ma' oħrajn ippartećipta fit-twettiq ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn erba' miljun u seba' mitt elf Euro (€4,700,000) a dannu tal-Malta Enterprise in konnessjoni mas-Cyclotron Project, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli volontarjament bil-ħsieb li jakkwista xi inċentiv jew benefiċċju mingħand il-Malta Enterprise għamel użu minn xi frodi, qerq jew ingann ta' kull xorta, ai termini ta' l-**Artikolu 34(1)(e) tal-Kap.463 tal-Liġijiet ta' Malta**;
- Talli għamel att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew issusspetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' partećipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partećipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' partećipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

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- **Giuseppe Domizio Musarella**, detentur ta' Passaport Nru. YA1080281, f'ismu proprio u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Taomac Limited,** Numru ta' Reġistrazzjoni C-54951, u l-istess soċjetà **Taomac Limited**, Numru ta' Reġistrazzjoni C-54951, in konnessjoni mas-segwenti reati:

  - Talli, b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq ta' approprjazzjoni indebita aggravata ta' iktar minn tnejn u sittin elf Euro (€62,000) in konnessjoni mat-trasferiment ta' ishma fis-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, lis-soċjetà Vitals Procurement Limited, reġistrata ġewwa Jersey, bin-Numru ta' Reġistrazzjoni 122287, a dannu tal-Gvern ta' Malta ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew ississpettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew ississpettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew ississpettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, **Mark Lisher**, detentur ta' British Passport bin-Numru 527050849, u **Elaine Bridge**, detentriċi ta' Passaport Amerikan bin-Numru 533310345. f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Vitals Global Healthcare Management Limited**

(illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, l-istess soċjetà **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, in konnessjoni mas-segwenti reati:

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Kummissarju tat-Taxxa u Dwana, già magħruf bħala l-Kummissarju tat-Taxxi, ta' ċirka tlettax-il miljun u hames mitt elf Euro (€13,500,000), għall-periojdu Mejju 2016 - Novembru 2017, ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Kummissarju tat-Taxxa u Dwana, già magħruf bħala l-Kummissarju tat-Taxxi, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' ċirka tlettax-il miljun u hames mitt elf Euro (€13,500,000), għall-periojdu Mejju 2016 - Novembru 2017, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu denunzji, dikjarazzjonijiet jew taw tagħrif falz meħtieġa għall-għanijiet ta' l-Att dwar il-Taxxa fuq il-Valur Miżjud, Kap.406 tal-Liġijiet ta' Malta, u li kienu jafu li ma humiex korretti jew qarrieqa f' xi rigward materjali, għall-perijodu Mejju 2016 - Novembru 2017, ai termini ta' l-**Artikolu 77(b) tal-Kap.406 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew ississpettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew ississpettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew ississpettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta'

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parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Saji Unnikrishnan**, detentur ta' Passaport Indjan bin-Numru Z2164206 u ta' Karta ta' l-Identità Maltija bin-Numru 156274A, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Shapoorji Pallonji (Malta) Limited**, Numru ta' Reġistrazzjoni C-74260, u l-istess soċjetà **Shapoorji Pallonji (Malta) Limited**, Numru ta' Reġistrazzjoni C-74260, u **Deborah Ann Chappell**, detentriċi tal-Karta ta' l-Identità bin-Numru 0485086(M), u **Kenneth Deguara**, detentur tal-Karta ta' l-Identità bin-Numru 132280(M), f'ismu personali u fil-kapaċità tiegħu ta' Chief Financial Officer ta' DF Advocates, in konnessjoni mas-segwenti reati:

  - Talli bil-ħsieb li jagħmlu, jaħbu jew juru ħaġa b'oħra dwar xi reat, holqu jew użaw xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommettew b'mod mhux leġittimu milli jirreġistraw xi ħlas, ai termini ta' l-**Artikoli 121B u 121D tal-Kap.9 tal-Liġijiet ta' Malta;**
  - Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, Mark Lisher, detentur ta' British Passport bin-Numru 527050849, u Elaine Bridge, detentriċi ta' Passaport Amerikan bin-Numru 533310345, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lill-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, fit-twettiq ta' frodi b'eġħmil qarrieqi ta' cirka tlettax-il miljun u hames mitt elf Euro (€13,500,000), a dannu tal-Kummissarju tat-Taxxa u Dwana, già magħruf bħala Kummissarju tat-Taxxi, għall-perijodu Mejju 2016 - Novembru 2017, **ai termini ta' l-Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru

HK913443, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, Mark Lisher, detentur ta' British Passport bin-Numru 527050849, u Elaine Bridge, detentriċi ta' Passaport Amerikan bin-Numru 533310345, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lill-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, fit-twettiq ta' każijiet oħra ta' qligħ b'qerq ta' cirka tlettax-il miljun u hames mitt elf Euro (€13,500,000), a dannu tal-Kummissarju tat-Taxxa u Dwana, già magħruf bħala Kummissarju tat-Taxxi, għall-perijodu Mejju 2016-Novembru 2017, **ai termini ta' l-Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli ffalsifikaw xi records, dokumenti jew kontijiet meħtieġa li jinżammu taħt l-Att dwar it-Taxxa fuq il-Valur Mizjud, Kap.406 tal-Liġijiet ta' Malta, jew għenu fit-tħejjija jew fl-eġħmil jew għamlu użu minn xi records, dokumenti jew kontijiet foloz, ai termini **ta' l-Artikolu 77(ċ) tal-Kap.406 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, Mark Lisher, detentur ta' British Passport bin-Numru 527050849, u Elaine Bridge, detentriċi ta' Passaport Amerikan bin-Numru 533310345, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lill-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, biex jagħmlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri

ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikolu 42(d) u ta' l-Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Kevin J. Duffy**, dettalji mhux magħrufa, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Shapoorji Pallonji Mideast LLC**, inkorporata ġewwa Dubai bin-Numru ta' Reġistrazzjoni 1010280219 u b'indirizz reġistrat P.O. Box 118219, Office No. 101-102, 1st Floor, City Bay Business Centre, Abu Hail Road, Hor-Al-Anz East, Dubai, u l-istess soċjetà **Shapoorji Pallonji Mideast LLC**, inkorporata ġewwa Dubai bin-Numru ta' Reġistrazzjoni 1010280219, in konnessjoni mas-segwenti reat:

  - Talli wegħdu, taw jew offrew, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Deepank Saini**, detentur ta' Passaport Canadi bin-Numru HP921440, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Shapoorji Pallonji Mideast LLC**, inkorporata ġewwa Dubai bin-Numru ta' Reġistrazzjoni 1010280219 u b'indirizz reġistrat P.O. Box 118219, Office No. 101-102, 1st Floor, City Bay Business Centre, Abu Hail Road, Hor-Al-Anz East, Dubai, u l-istess soċjetà **Shapoorji Pallonji Mideast LLC**, inkorporata ġewwa Dubai bin-Numru ta' Reġistrazzjoni 1010280219, in konnessjoni mas-segwenti reat:

- Talli wegħdu, taw jew offrew, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;

- **Armin Ernst**, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Armin Ernst**, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, **Michael Callum**, detentur tal-Passaport Amerikan Nru. 463202510, **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u **David Meli**, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetajiet **Vitals Global Healthcare Ltd.** (illum magħrufa bħala Steward Malta Limited), Numru ta' Reġistrazzjoni C-70546, **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, **Vitals Global Healthcare Assets Limited** (illum magħrufa bħala Steward Malta Assets Limited), Numru ta' Reġistrazzjoni C-70625 u **VGH Resources Limited** (illum magħrufa bħala Steward Malta Personnel Limited), Numru ta' Reġistrazzjoni C-81862, u l-istess soċjetajiet **Vitals Global Healthcare Ltd.** (illum magħrufa bħala Steward Malta Limited), Numru ta' Reġistrazzjoni C-70546, **Vitals Global Healthcare Management Limited** (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, **Vitals Global Healthcare Assets Limited** (illum magħrufa bħala

Steward Malta Assets Limited), Numru ta' Reġistrazzjoni C-70625 u **VGH Resources Limited** (illum magħrufa bħala Steward Malta Personnel Limited), Numru ta' Reġistrazzjoni C-81862, **u Nathalie Fujiko Hibble**, detentriċi tal-Passaport Amerikan Nru. 470873202 u **Joseph Cyril Maher**, detentur tal-Passaport Amerikan Nru. 469582256, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Steward Healthcare International Limited**, Numru ta' Reġistrazzjoni C-83293, u l-istess soċjetà **Steward Healthcare International Limited,** Numru ta' Reġistrazzjoni C-83293, u **Asad Shaukat Ali**, detentur tal-Karta ta' l-Identità bin-Numru 267618L, f'ismu personali, għas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli kkorrompew lil Christopher Spiteri, detentur tal-Karta ta' l-Identità bin-Numru 201373(M), bħala persuna li taħdem f'xi kapaċità, senjatament bħala Awditur, għal xi persuna naturali jew ġuridika, senjatament soċjetà Vitals Global Healthcare Management Limited, in segwitu magħrufa bħala Steward Malta Management Limited, bin-Numru ta' Reġistrazzjoni C-70624, li tkun taħdem fis-settur privat li xjentement matul l-attivitajiet kummerċjali tagħha, sew b'mod dirett sew permezz ta' xi intermedjarju u bi ksur ta' dmirijiet tiegħu, ġab ruħu b'xi mod previst fl-Artikolu 112 tal-Kap.9 tal-Liġijiet ta' Malta u/jew fl-Artikolu 115 tal-Kap.9 tal-Liġijiet ta' Malta, ai termini ta' l-**Artikoli 120(1) u 121(3) tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli wegħdu, taw jew offrew, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) u, 121D, u 248E(4) tal-Kap.9 tal-Liġijiet ta' Malta.**

- **Armin Ernst**, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti

MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u **David Meli**, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Vitals Global Healthcare Management Limited**, Numru ta' Reġistrazzjoni C-70624, u tas-soċjetà **Steward Malta Management Limited**, già magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà **Steward Malta Management Limited**, gia magħrufa bħala **Vitals Global Healthcare Management Limited**, Numru ta' Reġistrazzjoni C-70624, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli kkorrompew uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42, 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli wegħdu, taw jew offrew, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(1)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia ta' iktar minn ħames miljun Euro (€5,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lilhom mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa,

l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw għall-fini ta' l-akkwist ta' ishma fis-soċjetà Technoline Limited, Numru ta' Reġsitrazzjoni C-4250, da parte tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta** – dan ir-reat jirreferi b'mod partikolari għal Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624;

- Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia ta' iktar minn miljun Euro (€1,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lilhom mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużaw għall-fini ta' l-akkwist ta' ishma fis-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, da parte tas-soċjetà Vitals Procurement Limited, reġistrata ġewwa Jersey, bin-Numru ta' Reġistrazzjoni 122287, u tas-soċjetà Vitals Global Healthcare Management Limited, (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u dan a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta** – dan ir-reat jirreferi b'mod partikolari għal Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Ralph De La Torre**, detentur ta' Passaport Amerikan bin-Numru 57317841, talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;

- **Miroslav Boyanov**, detentur ta' Passaport Bulgaru bin-Numru 641102285 /7405173109, talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali

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ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;

- **Ralph De La Torre**, detentur ta' Passaport Amerikan bin-Numru 57317841, u **Miroslav Boyanov**, detentur ta' Passaport Bulgaru bin-Numru 641102285 /7405173109, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Health Care System LLC, inkorporata ġewwa l-Istati Uniti ta' l-Amerka, Numru ta' Reġistrazzjoni 4818883, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli kkorrompew uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42, 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli wegħdu, taw jew offrew, sew b'mod dirett sew indirett, xi vantaġġ mhux xieraq lil xi persuna oħra li tasserixxi jew tikkonferma li huwa jew hija tkun kapaċi li tagħmel xi influwenza mhux xierqa fuq il-mod kif tiddeċiedi xi persuna imsemmija fl-artikoli preċedenti tas-Sub-Titolu IV tat-Titolu II tat-Taqsima II ta' l-Ewwel Ktieb tal-Kodiċi Kriminali, Kap.9 tal-Liġijiet ta' Malta, u ta' xi persuna oħra, sabiex iġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(1)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli approprjaw ruħhom, billi dawru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia ta' iktar minn sittax-il miljun Euro (€16,000,000), li ġiet fdata jew ikkunsinnata lil Vitals Global Healthcare Management Limited, in segwitu bħala Steward Malta Management Limited, Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta bħala

fondi in konnessjoni mal-koncessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħha, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, a dannu ta' l-istess Gvern ta' Malta, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Saba Binte Abbas**, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, f'isimha personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Vitals Global Healthcare Management Limited**, Numru ta' Reġistrazzjoni C-70624, u tas-soċjetà **Steward Malta Management Limited**, già magħrufa bħala Vitals Global Healthcare Management Limited,

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Numru ta' Reġistrazzjoni C-70624, in konnessjoni mas-segwenti reat:

- Talli minħabba l-istat, professjoni jew kariga tagħha, saret depożitarja ta' sigriet li ġie fdat lilha, kixfet dan is-sigriet mhux f'każijiet li fihom il-liġi tobbligaha tgħarrafhom lil awtorità pubblika, ai termini ta' l-**Artikolu 257 tal-Kap.9 tal-Liġijiet ta' Malta.**

- **Attaul Wasay Bhatti,** detentur ta' Passaport Ġermaniż bin-Numru C1MX6FTV3 u ta' Passaport Svizzeru bin-Numru CH1H70W63, talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Lujo Mikulicic,** ta' nazzjonalità Svizzera, imwieled fit-3 ta' Lulju 1984, talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Tyrone Robert Kirkwood Greenshields,** iben Robert Fintely Greenshields, imwieled St. Albans, Hertfordshire, l-Ingilterra, talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Kamal Sharma,** iben Rahj Kaput, imwieled Londra, l-Ingilterra, talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Attaul Wasay Bhatti,** detentur ta' Passaport Ġermaniż bin-Numru C1MX6FTV3 u ta' Passaport Svizzeru bin-Numru

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CH1H70W63, **Lujo Mikulicic,** ta' nazzjonalità Svizzera, imwieled fit-3 ta' Lulju 1984, **Tyrone Robert Kirkwood Greenshields,** iben Robert Fintely Greenshields, imwieled St. Albans, Hertfordshire, l-Ingilterra, **u Kamal Sharma,** iben Rahj Kaput, imwieled Londra, l-Ingilterra, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà **Accutor AG**, inkorporata ġewwa l-Isvizzera, Numru ta' Reġistrazzjoni CHE-113.764.432, u l-istess soċjetà **Accutor AG**, Numru ta' Reġistrazzjoni CHE-113.764.432, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Malta Management Limited, già magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Steward Malta Management Limited, gia magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u lil Shaukat Ali Chaudry, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, u Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L,

fit-twettiq tar-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Nurmu 521577(M), Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, Wajid Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 80542A u Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737M, fit-twettiq tar-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-**Artikoli 42(d), 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, u Jonathan Vella, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u l-istess soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, lil Sri Ram Tumulri, detentur tal-Karta ta' l-Identità Maltija bin-Numtu 155737A f'ismu personali u lil Shaukat Ali Chaudry, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, fit-twettiq tar-reat ta' approprjazzjoni ndebita aggravata ta' iktar minn disa' miljun Euro (€9,000,000), in konnessjoni mal-formazzjoni u inkorporazzjoni tas-soċjetà VGH Europe AG, inkorporata ġewwa l-Isvizzera, a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor,

ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, fit-twettiq tar-reat ta' frodi a dannu tal-Gvern ta' Malta ta' iktar minn disa' miljun Euro (€9,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn disa' miljun Euro (€9,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Shaukat Ali Chaudry**, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, u **Sri Ram Tumuluri**, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **VGH Europe AG**, in segwitu magħrufa bl-isem **Accutor Consulting AG**, inkorporata ġewwa l-Isvizzera, Numru ta' Reġistrazzjoni CHE-164.868.154, u l-istess soċjetà **Accutor Consulting AG**, Numru ta' Reġistrazzjoni CHE-164.868.154, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Malta Management Limited, già magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Steward Malta Management Limited, gia magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u lil Ralph De La Torre, detentur ta' Passaport Amerikan bin-Numru 57317841, u Miroslav Boyanov, detentur ta' Passaport Bulgaru bin-Numru 641102285 /7405173109, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Health Care System LLC, inkorporata ġewwa l-Istati Uniti ta' l-Amerka, Numru ta' Reġistrazzjoni 4818883, fit-twettiq tar-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Nurmu 521577(M), Keith Schembri, detentur tal-Karta ta' l-Identità

bin-Numru 331975(M), fit-twettiq tar-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-**Artikoli 42(d), 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli taw ordni lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, u Jonathan Vella, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u l-istess soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u lil Attaul Wasay Bhatti, Lujo Mikulicic, Tyrone Robert Kirkwood Greenshields, u Kamal Sharma, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Accutor AG, inkorporata ġewwa l-Isvizzera, Numru ta' Reġistrazzjoni CHE-113.764.432, u l-istess soċjetà Accutor AG, għat-twettiq tar-reat ta' approprjazzjoni ndebita aggravata ta' iktar minn disa' miljun Euro (€9,000,000), in konnessjoni mal-formazzjoni u inkorporazzjoni tas-soċjetà VGH Europe AG, inkorporata ġewwa l-Isvizzera, u dana dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 42(a), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli taw ordni lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta' British Passport bin-Numru 761265955, u Jonathan Vella, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u l-istess soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u lil Attaul Wasay Bhatti, Lujo Mikulicic, Tyrone Robert Kirkwood Greenshields, u Kamal Sharma, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Accutor AG, inkorporata ġewwa l-Isvizzera, Numru ta' Reġistrazzjoni CHE-113.764.432, u l-istess soċjetà Accutor AGfit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, għat-twettiq tar-reat ta' frodi a dannu tal-Gvern ta' Malta ta' iktar minn disa' miljun Euro (€9,000,000), ai termini ta' l-**Artikoli 42(a), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli taw ordni lil Sri Ram Tumuluri, detentur tal-Karta ta' l-Identità Maltija bin-Numru 155737A, Mark Pawley, detentur ta'

British Passport bin-Numru 761265955, u Jonathan Vella, detentur ta' Karta ta' l-Identità bin-Numru 534687, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u l-istess soċjetà Bluestone Investments Malta Limited, Numru ta' Reġistrazzjoni C-67975, u lil Attaul Wasay Bhatti, Lujo Mikulicic, Tyrone Robert Kirkwood Greenshields, u Kamal Sharma, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Accutor AG, inkorporata ġewwa l-Isvizzera, Numru ta' Reġistrazzjoni CHE-113.764.432, u l-istess soċjetà Accutor AG, għat-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn disa' miljun Euro (€9,000,000), ai termini ta' l-**Artikoli 42(a), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta.**

- **Attaul Wasay Bhatti,** detentur ta' Passaport Ġermaniż bin-Numru C1MX6FTV3 u ta' Passaport Svizzeru bin-Numru CH1H70W63, **Lujo Mikulicic,** ta' nazzjonalità Svizzera, imwieled fit-3 ta' Lulju 1984, **Hamid Chaudry,** dettalji mhux magħrufa, **u Ahmed Ibtesaam,** dettalji mhux magħrufa, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Spring Healthcare Services AG,** inkorporata ġewwa l-Isvizzera, Numru

ta' Reġistrazzjoni CHE-244.908.940, u l-istess soċjetà **Spring Healthcare Services AG**, Numru ta' Reġistrazzjoni CHE-244.908.940, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Malta Management Limited, già magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Steward Malta Management Limited, gia magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u lil Ralph De La Torre, detentur ta' Passaport Amerikan bin-Numru 573178419 u Miroslav Boyanov, detentur ta' Passaport Bulgaru bin-Numru 641102285 /7405173109, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Health Care System LLC, inkorporata ġewwa l-Istati Uniti ta' l-Amerka, Numru ta' Reġistrazzjoni 4818883, fit-twettiq tar-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Nurmu 521577(M), Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, Wajid Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 80542A, fit-twettiq tar-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-**Artikoli 42(d), 121A(2)(3) u 121Ð tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**;

- **Attaul Wasay Bhatti,** detentur ta' Passaport Ġermaniż bin-Numru C1MX6FTV3 u ta' Passaport Svizzeru bin-Numru CH1H70W63, **Lujo Mikulicic**, ta' nazzjonalità Svizzera, imwieled fit-3 ta' Lulju 1984, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Spring XMedia AG**, inkorporata ġewwa l-Isvizzera, Numru ta' Reġistrazzjoni CHE-171.678.920, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli b'xi mod li jkun, xjentement għenu jew assistew lil Armin Ernst, detentur tal-Passaport Amerikan Nru.

463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Malta Management Limited, già magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Steward Malta Management Limited, gia magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u lil Ralph De La Torre, detentur ta' Passaport Amerikan bin-Numru 573178419, u Miroslav Boyanov, detentur ta' Passaport Bulgaru bin-Numru 641102285 /7405173109, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Health Care System LLC, inkorporata ġewwa l-Istati Uniti ta' l-Amerka, Numru ta' Reġistrazzjoni 4818883, fit-twettiq tar-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2013-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Nurmu 521577(M), Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 320515L, Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, Wajid Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 80542Afit-twettiq tar-reat ta' meta persuna tuża l-

influwenza li jkollha ai termini ta' l-**Artikoli 42(d), 121A(2) (3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Besnik Leskai**, detentur ta' Passaport Albaniż bin-Numru BR2828097, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà iKons Global Limited, Numru ta' Reġistrazzjoni C-85793, u l-istess soċjetà iKons Global Limited, Numru ta' Reġistrazzjoni C-85793, is-soċjetà **Accutor BV**, Numru ta' Reġistrazzjoni 64581845, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli b'xi mod li jkun, xjentement għenu jew assistew lil Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Malta Management Limited, già magħrufa bħala Vitals Global Healthcare

Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Steward Malta Management Limited, gia magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u lil Ralph De La Torre, detentur ta' Passaport Amerikan bin-Numru 573178419, u Miroslav Boyanov, detentur ta' Passaport Bulgaru bin-Numru 641102285 /7405173109, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Health Care System LLC, inkorporata ġewwa l-Istati Uniti ta' l-Amerka, Numru ta' Reġistrazzjoni 4818883, fit-twettiq tar-reat ta' korruzzjoni ta' Membru tal-Kamra tad-Deputati, senjatament Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Nurmu 521577(M), fit-twettiq tar-reat ta' meta persuna tuża l-influwenza li jkollha ai termini ta' l-**Artikoli 42(d), 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Ivan Vassallo**, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), talli waqt li kien jaf jew kellu kawża raġonevoli li

jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartečipa b'mod attiv fl-attivitajiet kriminali ta' **l-**għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;

- **Mario Gatt**, detentur tal-Karta ta' l-Identità bin-Numru 523365(M), talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartečipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Ivan Vassallo**, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà **Gateway Solutions Limited,** Numru ta' Reġistrazzjoni C-49432, u l-istess soċjetà **Gateway Solutions Limited,** Numru ta' Reġistrazzjoni C-49432, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli sabiex jiksbu xi vantaġġ għalihom infushom jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamlu dikjarazzjoni jew stqarrija falza, jew taw tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli, b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat ta' approprjazzjoni ndebita aggravata ta' iktar minn ħames miljun Euro (€5,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lis-socjetà Vitals

Global Healthcare Management Limited, (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħha, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużat in konnessjoni ma' l-akkwist ta' ishma fis-soċjetà Technoline Limited, Numru ta' Reġsitrazzjoni C-4250, da parte tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, u dan a dannu ta' l-istess Gvern ta' Malta, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn ħames miljun Euro (€5,000,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn ħames miljun Euro (€5,000,000), a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**;

- **Ivan Vassallo**, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), u **Mario Gatt**, detentur tal-Karta ta' l-Identità bin-

Numru 523365(M), f'isimhom personali u bħala persuni vestiti bir-responsabilità legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà **Technoline Limited**, Numru ta' Reġistrazzjoni C-4250, u l-istess soċjetà **Technoline Limited,** Numru ta' Reġistrazzjoni C-4250, in konnessjoni mas-segwenti reati:

- Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 121A(2)(3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bil-ħsieb li jagħmlu, jaħbu jew juru ħaġa b'oħra dwar xi reat, holqu jew użaw xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommettew b'mod mhux leġittimu milli jirreġistraw xi ħlas, ai termini ta' l-**Artikoli 121B u 121Dtal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli sabiex jiksbu xi vantaġġ għalihom infushom jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamlu dikjarazzjoni jew stqarrija falza, jew taw tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Brian Bondin, detentur tal-Karta ta' l-Identità bin-Numru

163269(M), u Andrea Marsili, detentur ta' Passaport Taljan Nru. YA5409961, Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299 u l-istess soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Malta Enterprise ta' iktar minn erba' miljun u seba' mitt elf Euro (€4,700,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistiew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Brian Bondin, detentur tal-Karta ta' l-Identità bin-Numru 163269(M), u Andrea Marsili, detentur ta' Passaport Taljan Nru. YA5409961, Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299 u l-istess soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, fit-twettiq tar-reat, bi ħsara tal-Malta Enterprise, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn erba' miljun u seba' mitt elf Euro (€4,700,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Ivan Vassallo**, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), u **Mario Gatt**, detentur tal-Karta ta' l-Identità bin-Numru 523365(M), f'isimhom personali u bħala persuni vestiti bir-responsabilità legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Eurybates Limited**, Numru ta' Reġistrazzjoni C-72304, u l-istess soċjetà **Eurybates Limited,** Numru ta' Reġistrazzjoni C-72304, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli talbu, irċevew jew aċċettaw xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalihom infushom jew għal xi ħaddieħor bil-għan li jeżerċitaw xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex iġiegħlu lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 121A(2) (3) u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli bil-ħsieb li jagħmlu, jaħbu jew juru ħaġa b'oħra dwar xi reat, holqu jew użaw xi fattura jew xi dokument jew *record* ta' kontabilità ieħor li jkun fih informazzjoni falza jew mhux kompleta jew ommettew b'mod mhux leġittimu milli

jirreġistraw xi ħlas, ai termini ta' l-**Artikoli 121B u 121D tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli sabiex jiksbu xi vantaġġ għalihom infushom jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamlu dikjarazzjoni jew stqarrija falza, jew taw tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar minn miljun u tmien mitt elf Euro (€1,800,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Gvern ta' Malta, għamlu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn miljun u tmien mitt elf Euro (€1,800,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Giuseppe Domizio Musarella**, detentur ta' Passaport Taljan Nru. YA1080281, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **Taomac Limited**, Numru ta' Reġistrazzjoni C-54951, u **Andrea Marsili**, detentur ta' Passaport Taljan Nru. YA5409961, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9

tal-Liġijiet ta' Malta, tas-soċjetà **IBA Molecular Italy S.R.L.**, ikorporata l-Italja u reġistrata ma' Registro delle Imprese di Milano bin-Numru REA 1640193, C.F./P.IVA Numru 13342400150 u INPS Numru 1313399944, entrambe bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **MTrace p.l.c.**, Numru ta' Reġistrazzjoni C-73299, u l-istess **MTrace p.l.c.**, Numru ta' Reġistrazzjoni C-73299, in konnessjoni mas-segwenti reati:

- Talli sabiex jiksbu xi vantaġġ għalihom infushom jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamlu dikjarazzjoni jew stqarrija falza, jew taw tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Procurement Limited, inkorporata ġewwa Jersey bin-Numru ta' Reġistrazzjoni 122287, fit-twettiq tar-reat ta' approprjazzjoni ndebita aggravata ta' tnejn u sittin elf u ħames mitt Euro (€62,500), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lil Vitals Global Healthcare Management Limited, (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużat in konnessjoni ma' l-akkwist ta' ishma fis-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, da parte tas-soċjetà Vitals

Procurement Limited, reġistrata ġewwa Jersey, bin-Numru ta' Reġistrazzjoni 122287, u tas-soċjetà Vitals Global Healthcare Management Limited, (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u dan a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħelu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' ta' tnejn u sittin elf u ħames mitt Euro (€62,500), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' tnejn u sittin elf u ħames mitt Euro (€62,500) a dannu tal-Gvern ta' Malta, ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jafu jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħebew jew wrew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jafu jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Brian Bondin**, detentur tal-Karta ta' l-Identità bin-Numru 163269(M), u **Andrea Marsili**, detentur ta' Passaport Taljan Nru. YA5409961, **Armin Ernst**, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, u **David Meli**, detentur tal-Karta ta' l-Idcntità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu

121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **MTrace p.l.c.**, Numru ta' Reġistrazzjoni C-73299 u l-istess soċjetà **MTrace p.l.c.**, Numru ta' Reġistrazzjoni C-73299, in konnessjoni mas-segwenti reati:

- Talli sabiex jiksbu xi vantaġġ għalihom infushom jew għal ħaddieħor, f'xi dokument maħsub għal xi awtorità pubblika, xjentement għamlu dikjarazzjoni jew stqarrija falza, jew taw tagħrif falz, ai termini ta' l-**Artikolu 188(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Malta Management Limited, già magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Steward Malta Management Limited, gia magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, fit-twettiq tar-reat ta' approprjazzjoni ndebita aggravata ta' iktar minn żewġ miljuni u tlett mitt elf Euro (€2,300,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lil Vitals Global Healthcare Management Limited, kif in segwitu magħrufa bħala Steward Malta Management Limited, Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex,

u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużat in konnessjoni mas-Cyclotron Project, u dan a dannu ta' l-istess Gvern ta' Malta, ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli approprjaw ruħhom, billi dawwru bi profit għalihom jew għal persuna oħra, minn ħaġa ta' ħaddieħor, ossia mis-somma ta' żewġ miljun Euro (€2,000,000), li ġiet fdata jew ikkunsinnata lilhom taħt titolu li jġib miegħu l-obbligu tar-radd tal-ħaġa jew li jsir użu minnha speċifikat, u dana minħabba l-kummerċ u servizz ta' MTrace p.l.c., a dannu tal-Malta Enterprise, ai termini ta' l-**Artikoli 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Gvern ta' Malta ta' iktar żewġ miljuni u tlett mitt elf Euro (€2,300,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Ġvern ta' Malta, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn żewġ miljuni u tlett mitt elf Euro (€2,300,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'mezzi kontra l-Liġi jew billi nqdew b'qerq ieħor, ingann jew billi wrew ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, wettqu frodi a dannu tal-Malta Enterprise ta' iktar minn erba' miljun u seba' mitt elf Euro (€4,700,000), ai termini ta' l-**Artikoli 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli bi ħsara tal-Malta Enterprise, wettqu qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn erba' miljun u seba' mitt elf Euro (€4,700,000), ai termini ta' l-**Artikoli 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jaf jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta'

għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jaf jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Deborah Ann Chappell**, detentriċi tal-Karta ta' l-Identità bin-Numru 485086(M), in konnessjoni mas-segwenti reati:

  - Talli assoċjat ruħha ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li tagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kienet taf jew kellha kawża raġonevoli li tissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipat b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.
  - Talli, b'xi mod li jkun, xjentement għenet jew assistiet lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Procurement Limited,

inkorporata ġewwa Jersey bin-Numru ta' Reġistrazzjoni 122287, u lil Ivan Vassallo, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, u l-istess soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, fit-twettiq ta' approprjazzjoni indebita aggravata ta' iktar minn ħames miljun Euro (€5,000,000), liema somma kienet tifforma parti minn fondi li ġew fdati jew ikkunsinnati lil Vitals Global Healthcare Management Limited, kif in segwitu magħrufa bħala Steward Malta Management Limited, Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużat in konnessjoni ma' l-akkwist ta' ishma fis-soċjetà Technoline Limited, Numru ta' Reġsitrazzjoni C-4250, da parte tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, a dannu tal-Gvern ta' Malta ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta;**

- Talli b'xi mod li jkun, xjentement għenet jew assistiet fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenet jew assistiet fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenet jew assistiet lil Brian Bondin, detentur tal-Karta ta' l-Identità bin-Numru 163269(M), u Andrea Marsili, detentur ta' Passaport Taljan Nru. YA5409961, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299 u l-istess soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex

iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Malta Enterprise ta' iktar minn erba' miljun u seba' mitt Euro (€4,700,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenet jew assistiet lil Brian Bondin, detentur tal-Karta ta' l-Identità bin-Numru 163269(M), u Andrea Marsili, detentur ta' Passaport Taljan Nru. YA5409961, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299 u l-istess soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, fit-twettiq tar-reat, bi ħsara tal-Malta Enterprise, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn erba' miljun u seba' mitt Euro (€4,700,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlet att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertiet jew ittrasferiet proprjetà meta kienet taf jew ississpettat li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbiet jew uriet ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienet taf jew ississpettat li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistat, ipposjediet jew użat proprjetà meta kienet taf jew ississpettat li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Kevin Deguara**, detentur tal-Karta ta' l-Identità bin-Numru 0097877(M), u **Jean Karl Farrugia**, detentur tal-Karta ta' l-Identità bin-Numru 244176(M), f'isimhom personali u in rappreżentanza tad-ditta DF Advocates, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-

piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli waqt li kienu jafu jew kellhom kawża raġonevoli li jissusspettaw dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipaw b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.
- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intraprizi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jaf jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jaf jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Kevin Deguara**, detentur tal-Karta ta' l-Identità bin-Numru 0097877(M), u **Jean Karl Farrugia**, detentur tal-Karta ta' l-

Identità bin-Numru 244176(M), f'isimhom personali kif ukoll bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà **DF Corporate Services Limited**, Numru ta' Reġistrazzjoni C-44948, u l-istess soċjetà **DF Corporate Services Limited**, Numru ta' Reġistrazzjoni C-44948, in konnessjoni mas-segwenti reat:

- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jaf jew ississpettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew ississpettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jaf jew ississpettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **David Meli**, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), in konnessjoni mas-segwenti reati:

  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta;**
  - Talli għamel att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonverta jew ittrasferixxa proprjetà meta kien jaf jew ississpetta li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew

konċernati f'attività kriminali; (ii) ħeba jew wera ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kien jaf jew issusspetta li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwista, ipposjeda jew uża proprjetà meta kien jaf jew issusspetta li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta.**

- **Bradley Gatt**, detentur tal-Karta ta' l-Identità bin-Numru 19481(M), in konnessjoni mas-segwenti reati:

  - Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta;**
  - Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta;**

- **Aron Mifsud Bonnici**, detentur tal-Karta ta' l-Identità bin-Numru 18574(M), in konnessjoni mas-segwenti reati:

  - Talli assoċja ruħu ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmel delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta;**
  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta;**

- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, sebħet frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għen jew assista fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**.

- **James Camenzuli**, detentur tal-Karta ta' l-Identità bin-Numru 170271(M), **Robert Borg**, detentur tal-Karta ta' l-Identità bin-Numru 281474(M), u **Emanuel Castagna**, detentur tal-Karta ta' l-Identità bin-Numru 282073(M), in konnessjoni mas-segwenti reati:

  - Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, sebħet frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Emanuel Castagna**, detentur tal-Karta ta' l-Identità bin-Numru 282073(M), in konnessjoni mas-segwenti reat:

  - Talli waqt li kien jaf jew kellu kawża raġonevoli li jissuspetta dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ippartecipa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda tikkonsisti f'aktar minn għaxra min-nies,

ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**.

- **Adrian Hillman**, detentur tal-Karta ta' l-Identità bin-Numru 561264(M), u **Pierre Sladden**, detentur tal-Karta ta' l-Identità bin-Numru 470767(M), in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap. 9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kienu jafu jew kellhom kawża raġonevoli li jissuspettaw dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipaa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, f'ismu personali u bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Vitals Procurement Limited, inkorporata ġewwa Jersey bin-Numru ta' Reġistrazzjoni 122287, u lil Ivan Vassallo, detentur tal-Karta ta' l-Identità bin-Numru 254865(M), bħala persuna vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, u l-istess soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, fit-twettiq ta' approprjazzjoni indebita aggravata ta' iktar minn ħames miljun Euro (€5,000,000), liema somma kienet tifforma parti minn

fondi li ġew fdati jew ikkunsinnati lil Vitals Global Healthcare Management Limited, kif in segwitu magħrufa bħala Steward Malta Management Limited, Numru ta' Reġistrazzjoni C-70624, mill-Gvern ta' Malta in konnessjoni mal-konċessjoni ta' l-Isptar San Luqa, l-Isptar Karen Grech u l-Isptar Ġenerali ta' Għawdex, u għalhekk minħabba l-professjoni u l-kummerċ tagħhom, taħt titolu li jġib miegħu l-obbligu li jsir użu minnha speċifikat, u minflok intużat in konnessjoni ma' l-akkwist ta' ishma fis-soċjetà Technoline Limited, Numru ta' Reġsitrazzjoni C-4250, da parte tas-soċjetà Gateway Solutions Limited, Numru ta' Reġistrazzjoni C-49432, a dannu tal-Gvern ta' Malta ai termini ta' l-**Artikoli 42(d), 293, 294 u 310(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Brian Bondin, detentur tal-Karta ta' l-Identità bin-Numru 163269(M), u Andrea Marsili, detentur ta' Passaport Taljan Nru. YA5409961, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299 u l-istess soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħel titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Malta Enterprise ta' iktar minn erba' miljun u seba' mitt Euro (€4,700,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Brian Bondin, detentur tal-Karta ta' l-Identità bin-Numru 163269(M), u Andrea Marsili, detentur ta' Passaport Taljan Nru. YA5409961, bħala persuni vestiti bir-rappreżentanza legali ai

termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299 u l-istess soċjetà MTrace p.l.c., Numru ta' Reġistrazzjoni C-73299, fit-twettiq tar-reat, bi ħsara tal-Malta Enterprise, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn erba' miljun u seba' mitt Euro (€4,700,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jaf jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta' għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jaf jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

- **Brian Tonna**, detentur tal-Karta ta' l-Identità bin-Numru 316764(M), u **Karl Cini**, detentur tal-Karta ta' l-Identità bin-Numru 136975(M), f'isimhom personali u bħala rappreżentanti ta' Nexia BT, in konnessjoni mas-segwenti reati:

  - Talli assoċjaw ruħhom ma' persuni oħra f'Malta u/jew barra minn Malta, bil-għan li jagħmlu delitt f'Malta li għalih hemm il-piena ta' priġunerija ai termini ta' l-**Artikolu 48A tal-Kap.9 tal-Liġijiet ta' Malta**;
  - Talli waqt li kienu jafu jew kellhom kawża raġonevoli li jissuspettaw dwar l-għan jew l-attività b'mod ġenerali ta' għaqda stabbilita għall-finijiet ta' l-Artikolu 83A(1)(a) tal-Kap.9 tal-Liġijiet ta' Malta, ipparteċipaa b'mod attiv fl-attivitajiet kriminali ta' l-għaqda, liema għaqda hija ta' aktar minn għaxra min-nies, ai termini ta' l-**Artikolu 83A(1)(b)(2)(3)(5) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), sabiex bħala Prim' Ministru ta' Malta u bħala Membru tal-Kamra tad-Deputati (Marzu 2013-Jannar 2020), in konnessjoni mal-kariga tiegħu, talab, irċieva jew aċċetta għalih jew għal ħaddieħor xi rigal jew wegħda jew offerta ta' xi rigal fi flus jew f'utili ieħor, jew xi vantaġġ ieħor, li għalihom huwa ma kellux jedd, ai termini ta' l-**Artikoli 42(d) u 115(1) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), sabiex bħala Prim' Ministru ta' Malta u bħala Membru tal-Kamra tad-Deputati, (Marzu 2013-Jannar 2020), talab, irċieva jew aċċetta għalih xi rigal jew wegħda jew offerta ta' xi rigal, fi flus jew f'utili ieħor, jew ta' xi vantaġġ ieħor, mogħti jew magħmula bil-għan li jiġi influwenzat fl-imġieba tiegħu bħala Membru tal-Kamra tad-Deputati, ai termini ta' l-**Artikoli 42(d) u 118(1)(2) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), sabiex talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikoli 42(d) u 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), sabiex bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) u bħala Membru tal-Kamra tad-Deputati (Marzu 2013-Marzu 2022), in konnessjoni mal-kariga tiegħu, talab, irċieva jew aċċetta għalih jew għal ħaddieħor xi rigal jew wegħda jew offerta ta' xi rigal fi flus jew f'utili ieħor, jew xi vantaġġ ieħor, li għalihom huwa ma kellux jedd, ai termini ta' l-**Artikoli 42(d) u 115(1) tal-Kap.9 tal-Liġijiet ta' Malta;**
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), sabiex bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Sahha (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru

tat-Turiżmu (2017-2019) u bħala Membru tal-Kamra tad-Deputati, talab, irċieva jew aċċetta għalih xi rigal jew wegħda jew offerta ta' xi rigal, fi flus jew f'utili ieħor, jew ta' xi vantaġġ ieħor, mogħti jew magħmula bil-għan li jiġi influwenzat fl-imġieba tiegħu bħala Membru tal-Kamra tad-Deputati, ai termini ta' l-**Artikoli 42(d) u 118(1)(2) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), sabiex talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**Artikolu 42(d) u 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), sabiex bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat (Marzu 2013-Novembru 2019), sew jekk kellu kemm jekk ma kellux jedd li jesiġi flus jew ħwejjeġ oħra bħala salarju tad-dmirijiet tiegħu, taħt il-libsa tal-kariga tiegħu, esiġa dak li l-liġi ma tippermettix, jew iżjed minn dak li tippermetti l-liġi, liema delitt huwa akkumpanjat minn ċirkostanzi li jwaqqgħuh taħt piena oħra wkoll, ai termini ta' l-**Artikoli 42(d), 112 u 114 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), sabiex bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat (Marzu 2013-Novembru 2019), sew jekk kellu kemm jekk ma kellux jedd li jesiġi flus jew ħwejjeġ oħra bħala salarju tad-dmirijiet tiegħu, b'theddid jew b'abbuż ta' awtorità, esiġa dak li l-liġi ma tippermettix, jew iżjed minn dak li tippermetti l-liġi, liema delitt huwa akkumpanjat minn ċirkostanzi li jwaqqgħuh taħt piena oħra wkoll, ai termini ta' l-**Artikoli 42(d), 113 u 114 tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), sabiex bħala uffiċjal pubbliku, senjatament bħala Chief of Staff tal-Prim' Ministru ta' Malta Joseph Muscat, (Marzu 2013-Novemberu 2019), in konnessjoni mal-kariga jew impjieg tiegħu, talab, irċieva jew aċċetta għalih jew għal

ħaddieħor xi rigal jew wegħda jew offerta ta' xi rigal fi flus jew f'utili ieħor, jew xi vantaġġ ieħor, li għalihom huwa ma kellux jedd, ai termini ta' l-**Artikoli 42(d) u 115(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli, b'xi mod li jkun, xjentement għenu jew assistew lil Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), sabiex talab, irċieva jew aċċetta xi offerta jew wegħda ta' xi vantaġġ mhux xieraq għalih innifsu jew għal xi ħaddieħor bil-għan li jeżerċita xi influwenza mhux xierqa fuq uffiċjal jew impjegat pubbliku u/jew membru tal-Kamra tad-Deputati u ta' xi persuna oħra, sabiex jġiegħel lil dik il-persuna oħra teżerċita dik l-influwenza, sew jekk dak il-vantaġġ mhux xieraq ikun għal dik il-persuna oħra jew għal xi ħadd ieħor, ai termini ta' l-**ArtikolI 42(d) u 121A(2)(3) tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew lil Sri Ram Tumuluri, detentur ta' Karta ta' l-Identità Maltija bin-Numru 155737A u detentur ta' Canadian Passport bin-Numru HK913443, Mark Edward Pawley, detentur ta' British Passport bin-Numru 761265955, u Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, f'isimhom personali u bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta tas-soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Vitals Global Healthcare Management Limited (illum magħrufa bħala Steward Malta Management Limited), Numru ta' Reġistrazzjoni C-70624, u lil Armin Ernst, detentur tal-Passaport Amerikan Nru. 463649409/565516948 u detentur ta' Passaport Ġermaniż bin-Numru C4FYRY87K, Saba Binte Abbas, detentriċi ta' Pakistani Passport No. HR1014631, ta' Permess ta' Residenza Malti MT9087180 u Karta ta' l-Identità bin-Numru 0160108A, u David Meli, detentur tal-Karta ta' l-Identità bin-Numru 253583(M), f'isimhom personali u bħala persuni vestita bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Malta Management Limited, già magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u l-istess soċjetà Steward Malta Management Limited, gia magħrufa bħala Vitals Global Healthcare Management Limited, Numru ta' Reġistrazzjoni C-70624, u lil Shaukat Ali Chaudry, detentur tal-Karta ta' l-

Identità Maltija bin-Numru 320515L u Asad Shaukat Ali, detentur tal-Karta ta' l-Identità Maltija bin-Numru 267618L, u lil Ralph De La Torre, detentur ta' Karta ta' l-Identità bin-Numru 573178419, u Miroslav Boyanov, detentur ta' Passaport Bulgaru bin-Numru 641102285 /7405173109, bħala persuni vestiti bir-rappreżentanza legali ai termini ta' l-Artikolu 121D tal-Kap.9 tal-Liġijiet ta' Malta, tas-soċjetà Steward Health Care System LLC, inkorporata ġewwa l-Istati Uniti ta' l-Amerka, Numru ta' Reġistrazzjoni 4818883, fit-twettiq tar-reat ta' korruzzjoni ta' uffiċjal pubbliku, senjatament Keith Schembri, detentur tal-Karta ta' l-Identità bin-Numru 331975(M), bħala Chief of Staff tal-Prim' Ministru Joseph Muscat (Marzu 2013-Novembru 2019), u ta' Membri tal-Kamra tad-Deputati, senjatament Joseph Muscat, detentur tal-Karta ta' l-Identità bin-Numru 110274(M), ukoll bħala Prim' Ministru (Marzu 2019-Jannar 2020), u Konrad Mizzi, detentur tal-Karta ta' l-Identità bin-Numru 521577(M), ukoll bħala Ministru ta' l-Enerġija u Konservazzjoni ta' l-Ilma (2013-2014), Ministru ta' l-Enerġija u s-Saħħa (2014-2016), Ministru fl-Uffiċċju tal-Prim' Ministru (2016-2017) u Ministru tat-Turiżmu (2017-2019) ai termini ta' l-**Artikoli 42(d), 115, 118 u 120(1) tal-Kap.9 tal-Liġijiet ta' Malta**;

- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat li b'mezzi kontra l-Liġi jew bil-qagħdi ta' qerq ieħor, ingann jew billi ġiet murija ħaġa b'oħra sabiex iġiegħlu titwemmen l-eżistenza ta' intrapriżi foloz, jew ta' ħila, setgħa fuq ħaddieħor, seħħet frodi a dannu tal-Gvern ta' Malta ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 308, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli b'xi mod li jkun, xjentement għenu jew assistew fit-twettiq tar-reat, bi ħsara tal-Gvern ta' Malta, ta' qligħ ieħor b'qerq mhux imsemmi fl-artikoli ta' qabel tas-Sub-Titolu III tat-Titolu IX tat-Taqsima II ta' l-Ewwel Ktieb tal-Kap.9 tal-Liġijiet ta' Malta, ta' iktar minn għoxrin miljun Euro (€20,000,000), ai termini ta' l-**Artikoli 42(d), 309, 310(1)(a) u 310B tal-Kap.9 tal-Liġijiet ta' Malta**;
- Talli għamlu att ta' *money laundering* kif imfisser fl-Artikolu 2(1) tal-Kap.373 tal-Liġijiet ta' Malta, ossia: (i) ikkonvertew jew ittrasferew proprjetà meta kienu jaf jew issusspettaw li dik il-proprjetà kienet direttament jew indirettament inkisbet minn, jew mir-rikavat ta', attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, għall-iskop ta' jew skopijiet ta' ħabi jew wiri ħaġa b'oħra ta' l-oriġini tal-proprjetà jew ta'

għoti ta' għajnuna lil xi persuna jew persuni involuti jew konċernati f'attività kriminali; (ii) ħbew jew urew ħaġa b'oħra tal-vera xorta, provenjenza, lok, dispożizzjoni, moviment ta' jeddijiet rigward, fi jew fuq proprjetà, meta kienu jafu jew issusspettaw li dik il-proprjetà kienet inkisbet direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali; (iii) akkwistaw, ipposjedew jew użaw proprjetà meta kienu jaf jew issusspettaw li l-istess proprjetà kienet inkisbet jew oriġinat direttament jew indirettament minn attività kriminali jew minn att jew atti ta' parteċipazzjoni f'attività kriminali, ai termini ta' l-**Artikoli 2(1) u 3(1) tal-Kap.373 tal-Liġijiet ta' Malta**.

Magħmula dawn il-konstatazzjonijiet il-Maġistrat Inkwirenti tirrediġi l-preżenti Proċès-Verbal, tgħaqqad miegħu r-Rikorsi Ġuramentati ppreżentati minn Marion Pace Asciak, Robert Aquilina, Vicki Ann Cremona, Simon Sansone, Pia Zammit u Emanuel Delia f'isem Repubblika kif ukoll l-atti ġudizzjarji kollha relattivi għall-istess, it-traskrizzonijiet tax-xhieda kollha mismugħa tul il-kors ta' din l-Inkjesta u dokumenti, dokumentazzjoni, data u devices elettroniċi esebiti, ottenuti u/jew elevati tul il-kors ta' din l-istess Inkjesta, ir-Relazzjonijiet ta' l-Esperti nominati, kif ukoll żewġ NAS Storage Devices kontenenti kopja tad-data miġbura tul il-kors ta' din l-Inkjesta u pendrive kontenenti *soft copy* tad-dokumentazzjoni u dokumenti sottomessi tul is-smigħ tal-provi, u r-Rikorsi ppreżentati tul il-kors ta' l-Inkjesta, kif ukoll id-dokumentazzjoni kollha li kellha tingħata lil Dr. Joseph Muscat għall-fini ta' *disclosure*, u tordna li l-inkartament jintbagħat lill-Avukat Ġenerali fiż-żmien mogħti fil-Liġi.

Ai termini ta' l-Artikolu 569(5) tal-Kap.9 tal-Liġijiet ta' Malta, il-Maġistrat Inkwirenti tordna li kopja ta' dan il-Proċès-Verbal tintbagħat mir-Reġistratur lill-Kummissarju tal-Pulizija.

Gabriella Vella

DR. GABRIELLA VELLA
MAĠISTRAT INKWIRENTI