



That, in the same lease agreement and exactly in clause twenty one of the said agreement it is thereby stated that: 'The lessee shall have the right of first refusal should the premises be given again on lease for tourist purposes on the expiration of the lease'.

That, the Company desires to replace the above clause by the insertion of a new clause in the sense that, on the expiration of the original period of the above mentioned lease the lessor shall renew the lease for a further period of sixteen years on the same terms and conditions indicated therein.

The parties are, therefore, in virtue of this deed, hereby declaring and agreeing that the above mentioned lease agreement of the fifth day of October one thousand nine hundred and seventy nine be modified in the sense that, on the expiration of the original period of the lease the lessor shall renew the lease for a further period of sixteen years on the same terms and conditions of the above mentioned lease agreement and that clause twenty one of the said agreement be therefore deleted;

provided that the rent shall be reviewed on renewal of the lease and after eight years from such renewal according to the index of inflation established for the purposes of Section 10 (2) of the Housing (Decontrol) Ordinance 1959.

The parties further declare that the original lease agreement shall be considered to have been modified in the sense and only to the extent above mentioned and shall continue to be operative between the parties in so far as all the other conditions and obligations arising therefrom.

For the purpose of the Act relating to Death and Donation Duty of the year one thousand nine hundred and seventy three, I the undersigned Notary, declare that the provisions of this law are not applicable to this deed.

Furthermore, it is hereby declared that the provisions of the Duty on Documents Act of the year one thousand nine hundred and eighty one are not applicable.

Done, read and published after the due explanation required by law at the Land Office, Auberge de Baviere, Valletta, Malta.

That, in the same lease agreement and exactly in clause twenty one of the said agreement it is thereby stated that the lessee shall have the right of first refusal should the premises be given again on lease for tourist purposes on the expiration of the lease.

That, the Company desires to replace the above clause by the insertion of a new clause in the sense that, on the expiration of the original period of the above mentioned lease the lessor shall renew the lease for a further period of sixteen years on the same terms and conditions indicated therein.

The parties are, therefore, in virtue of this deed, hereby declaring and agreeing that the above mentioned lease agreement of the fifth day of October one thousand nine hundred and seventy nine be modified in the sense that, on the expiration of the original period of the lease the lessor shall renew the lease for a further period of sixteen years on the same terms and conditions of the above mentioned lease agreement and that clause twenty one of the said agreement be therefore deleted;

provided that the rent shall be reviewed on renewal of the lease and after eight years from such renewal according to the index of inflation established for the purposes of Section 10 (2) of the Housing (Control) Ordinance 1959.

The parties further declare that the original lease agreement shall be considered to have been modified in the sense and only to the extent above mentioned and shall continue to be operative between the parties in so far as all the other conditions and obligations arising therefrom.

For the purpose of the Act relating to Death and Donation of the year one thousand nine hundred and seventy three, the undersigned Notary, declares that the provisions of this law are not applicable to this deed.