

L 681/78

Before me \_\_\_\_\_, Notary to Government, duly admitted and sworn have personally come and appeared, after I the undersigned Notary have duly ascertained myself of the identity of the hereinafter mentioned parties by means of the official documents mentioned below:

\_\_\_\_\_, Commissioner of Land, duly authorised to appear on this deed on behalf of the Government of Malta, later on this deed referred to as the Government, in virtue of a minute which carries the date of the seventh day of February of the year one thousand nine hundred and sixty two, on papers marked Secretariat, number two hundred and forty one of the same year 1962; the papers related to this deed are marked Land Department six hundred eighty one bar seventy eight (Land 681/78).

\_\_\_\_\_, who are appearing for and on behalf of MedIsle Holidays Company Limited (being a Limited Liability Company constituted in terms of Ordinance Ten of the year one thousand nine hundred and sixty two) duly authorised to appear on this deed in virtue of a resolution of the Board of Directors of the aforesaid Company, copy of which resolution is being annexed to this deed for registration, hereinafter referred to as the Company.

In the first place, the parties to this deed hereby premise and declare the following:

That, in virtue of a private writing of the fourth day of September one thousand nine hundred and eighty, the Government of Malta granted by title of lease for a period of sixteen years to run from the first day of January one thousand nine hundred and eighty unto the Company property in Saint Andrews registered as Government Tenement 73073 and shown edged in red on plan L.D. 265/78/0 marked Doc. 'A' attached to the same private writing.

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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 above sites be given again on lease for tourist purposes on the expiration of the period of the said 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 abovementioned lease agreement of the fourth day of September one thousand nine hundred and eighty 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 abovementioned 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 abovementioned 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 lease are not applicable to this deed.

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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.