

146/72/VI/5

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:

the _____, Commissioner of Land, duly
authorised to appear on this deed on behalf of the Government
of Malta later on in 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 relative
to this deed are marked Land Department one hundred forty
six bar seventy two bar six bar five (Land 146/72/VI/5).

_____ who are appearing for and on
behalf of Holiday Services 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 fifth day of
October one thousand nine hundred and seventy nine, the
Government of Malta granted by title of lease for a period
of sixteen years to run from the first day of April of
the year one thousand nine hundred and seventy nine unto
the Company the premises known as the Officers' Married

/...

quarters and surrounding land at Saint Patrick's registered as Government Tenement 72942 and shown edged red on plan L.D. 107/79 attached to the same private writing and marked Doc. 'A'.

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 abovementioned 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 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 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 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.