

1+ Forementioned Company desires that the Government
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:

_____ in the sense
the expiration of the original period of the lease,
_____ shall renew the lease, Commissioner of Land, duly
authorised to appear on this deed on behalf of the Government
of Malta later 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 related to this deed
are marked Land Department one hundred forty six bar seventy
two bar six bar seven (Land 146/72/VI/7).

_____, 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.

the year one thousand nine hundred and seventy three
In the first place, the parties to this deed hereby premise
and declare the following: to this deed.

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 April of the year one
thousand nine hundred and eighty unto the Company a site at
St. George's Bay, St. Julian's, shown edged in red on a plan
attached to the same private writing marked L.D. 180/79 and
registered as Government Tenement Number 73094.

2.

That, the aforementioned Company desires that the Government of Malta shall renew the period of the original lease on its expiration in respect of the tenement above indicated.

The parties are, therefore, in virtue of this deed, hereby agreeing to modify the original lease agreement 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, under the same terms and conditions indicated herein;

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;

provided further that clause 19 of the original agreement shall be deleted.

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 of the year one thousand nine hundred and seventy three, 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 Law of 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.