

FULL REPAIRING AND INSURING LEASE

PARTIES:

ST. FELIM'S DIOCESAN TRUST LIMITED

LANDLORD

AND

TENANT

TERM COMMENCEMENT DATE:
TERM: YEARS
RENT: PER ANNUM
PROVISION FOR RENT REVIEW: YES
BREAK CLAUSE: YES

**JOHN V. KELLY & CO.,
SOLICITORS FOR THE LANDLORD,
CHURCH STREET,
CAVAN.**

MMCA/

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THIS LEASE made the day of , 2010

BETWEEN

(A) LANDLORD:ST. FELIM'S DIOCESAN TRUST LIMITED

having its registered office at Bishops House, Cullies, Cavan in the County of Cavan of the One Part

and

(B) TENANT:

having its registered office at , of the Other Part

SECTION 1: DEFINITIONS AND INTERPRETATION

IT IS NOW AGREED as follows:-

1. Definitions: For the purpose of this Lease, the following words and expressions shall have the following meanings and interpretations:-
 - 1.1. **Acts of the Oireachtas** means any act of Parliament or act of the Oireachtas or law of the European Union now in force in the State and any such act or law which may be hereafter passed which has force in the State including(without prejudice to the generality of the foregoing) any instrument, directive, regulation or bye-law made thereunder.
 - 1.2. **Adjoining Property** means any land and buildings adjoining or neighbouring the Demised Premises.
 - 1.3. **Business Day** means a day on which banks in the Republic of Ireland are open for the normal transaction of business.
 - 1.4. **Building Control Act** means Building Control Act, 1990
 - 1.5. **Conciliator** means Ganly Walter & Co. Lower Baggot Street, Dublin 2 or such other person as may be agreed between the Landlord and the Tenant from time to time.
 - 1.6. **Conducting Media** means wires, cables, pipes, sewers, drains, gutters, ducts, flues, conduits, meters, traps, valves soakways, gullies, mains, watercourses, channels, subways, wires, cables, shafts, flues, and other media, plant, equipment, apparatus, transmissions or conducting media and installations (including all fixings, covers, media, cowls, louvers and other ancillary apparatus) of whatsoever nature or kind or any of them for the conducting, controlling or measuring of electricity, gas, power, water, foul drainage, surface water drainage, telephone, telex and other electrical impulses, air, smoke, fumes and other matter or things or forms of energy and other things of a similar nature
 - 1.7. **Decorate** means paint (with at least 2 coats of good quality paint) polish, repaper or otherwise treat as appropriate all surfaces usually or requiring to be so treated and includes preparation of such surfaces by stripping off, stopping, priming or otherwise, as necessary, washing down washable surfaces, treatment

with suitable preservative and restoration, pointing and making good stonework, brickwork, stucco, concrete and other surfaces.

- 1.8. **Demised Premises** means the premises described in the First Schedule hereto.
- 1.9. **Determination of the Term** means the determination of the Term whether by effluxion of time, exercise of the break clause (if any), re-entry under the provisions hereof, duly accepted surrender or any other means or cause whatsoever.
- 1.10. **External Decoration Year** means the year ending 31st December, 2010 and thereafter in every subsequent 5th Year of the Term
- 1.11. **Improvement, Improvement Notice and Improvement Consent** shall have the meanings assigned to them by the Landlord and Tenant (Amendment) Act 1980.
- 1.12. **Initial Rent** means
- 1.13. **Gale Days** means each first day of September, every year of the Term but if any Instalment Day falls on a day that not a Business Day then the Instalment Day shall be the next succeeding Business Day.
- 1.14. **Insured Risks** means all or any of the following risks; fire (including subterranean fire), lightning, impact by any road vehicle, aircraft or other aerial devices (including articles dropped from aircraft), storm, tempest, flood, earthquake, explosion, civil commotion, riot and malicious damage, bursting or overflowing of water pipes and tanks, apparatus, drains or sewers, loss of rent, cost of architects and other professional fees and cost of demolition and site clearance, and such other risks as the landlord may in its absolute discretion from time to time determine (subject always to such insurance as may ordinarily and reasonably be available to the Landlord and to such exclusions, excesses and limitations as may be imposed by the Landlord's insurers for the time being in respect of).
- 1.15. **Interest Rate** means a rate of interest equal to 2% per annum above the yield for the time being on Government gilts.
- 1.16. **Internal Decoration Year** means the year ending 31st December, 2010 and thereafter in every subsequent 5th Year of the Term..
- 1.17. **Landlord** means the party hereto of the first part, and the successors and assigns of the Landlord being the owner for the time being of the reversion immediately expectant on the Determination of the Term.
- 1.18. **Lease** means this Lease and any document which is made supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof.
- 1.19. **Outgoings** means all rates, taxes and charges (including emergency service charges) of any description (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Demised Premises and the Utilities enjoyed in connection therewith INCLUDING any insurance excesses or other sums not recoverable by the Landlord (unless due to its neglect or default) but EXCLUDING any tax payable by the Landlord upon the rents herein reserved or occasioned by any disposition of or dealing with the reversion of this Lease.
- 1.20. **Permitted Use** means:
- 1.21. **Perpetuity Period** means the period of years from the date of this Lease.
- 1.22. **Plan** means the Plan (if any) annexed to this Lease.
- 1.23. **Planning Act** means the Local Government (Planning and Development) Acts 1963 to 1992 and any statutory modification or re-enactment thereof for the time

- being in force and any regulations or orders made thereunder.
- 1.24. **Plant** means any lifts, lift machinery, central heating and air conditioning systems, sprinkler system, boilers, and other electrical and mechanical machinery, equipment and apparatus of whatsoever nature or kind and wherever installed in the Demised Premises.
- 1.25. **Rent** means the Rent from time to time hereby reserved including where the context so admits or requires the Rent as varied from time to time upon revision, together with any interest payable thereon.
- 1.26. **Rent Commencement Date** means the first day of the Term
- 1.27. **Rent Review Date** means the 1st day of September, in the year after the commencement of the term and every **FIFTH** year thereafter as defined in the Fourth Schedule hereto.
- 1.28. **Tenant** means the party hereto of the second part and their successors, permitted assigns and any person deriving title under them
- 1.29. **Term** means Years from the date hereof.
- 1.30. **Term Commencement Date** means
- 1.31. **The Society of Chartered Surveyors and Incorporated Law Society of Ireland** means the bodies so named at the date of this Lease and shall include any other bodies established from time to time in succession or in substitution for each of the said bodies or carrying out the functions currently carried out by the same.
- 1.32. **State Authority** means any authority being a Government Department
- 1.33. **Supervening Events** means
- 1.33.1.1. the Tenant has failed despite using its best endeavours to obtain all planning permissions or other permits and consents that may be required under the Planning Acts or other statutes (if any) to enable the Tenant to rebuild and reinstate the Premises. (“the Permissions”)
- 1.33.1.2. any of the Permissions have been granted subject to a lawful condition with which it would be unreasonable to expect the Tenant to comply;
- 1.33.1.3. or some defect or deficiency in the land upon which the rebuilding or reinstatement is to take place would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances or;
- 1.33.1.4. the Tenant is unable to obtain access to the site for the purposes of rebuilding or reinstating or;
- 1.33.1.5. the rebuilding or reinstating is prevented by war, act of God, government action, civil commotion, strike, lock-out, labour dispute, shortage of labour an/or materials or;
- 1.33.1.6. any other circumstances beyond the control of the Tenant which would be unreasonably expensive to overcome.
- 1.34. **Surveyor** means an independent person who is experienced in the valuation and/or leasing of property appointed from time to time to determine the rent of the Demised Premises pursuant to the Fifth Schedule hereof.
- 1.35. **Utilities** means water, gas, telephone, radio, television, oil, soil, steam, sewage waste of all kinds, electricity, electric impulses, air, smoke, fumes of all kinds, radio, television, telephonic and other communications, and other services, and other matter and forms of energy and other things of a like nature.

1.36. **The 1860 Act and The 1881 Act** mean respectively the Landlord and Tenant Law Amendment Act, 1860 and the Conveyancing Act, 1881.

2. The section headings, explanatory notes and captions to the clauses and the index in this Lease are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Lease.
3. References: Any reference to a Section, Clause, or Page is to be construed as a reference to a Section Clause or Page in this lease unless the contrary is indicated.
4. Where two or more persons are included in the expression “the Landlord” or “ the Tenant”, such expressions include all or either of any such persons and the covenants which are expressed to be made by the Landlord or the Tenant shall be deemed to be made by or with such persons jointly and severally.
5. Unless the context otherwise requires:-
 - 5.1. words importing a person include any unincorporated association or corporate body and vice versa.
 - 5.2. any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders.
 - 5.3. any reference to the singular includes reference to the plural.
6. Any Covenant by the Tenant not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
7. References to any right of the Landlord to have access to or entry upon the Demised Premises shall be construed as extending to all persons authorised by the Landlord, including agents, professional advisers, prospective purchasers of any interest of the Landlord in the Demised Premises or in the Adjoining Property, contractors, workmen and others.
8. Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom.

SECTION 2: DEMISE, RENT AND COVENANTS

1. The Landlord in consideration of the rents herein reserved (including the increases thereof which may arise as hereinafter provided as set out in the Fifth Schedule hereof) and the covenants on the part of the Tenant hereinafter contained **HEREBY DEMISES** unto the Tenant the Demised Premises described in the First Schedule hereto **TOGETHER WITH** the ancillary rights and easements specified in the Second Schedule hereto but **EXCEPTING AND RESERVING** the rights and easements specified in the Third Schedule hereto **TO HOLD** the Demised Premises unto and to

the use of the Tenant from and including the Term Commencement Date for the Term **SUBJECT TO** all rights, easements, privileges, covenants, restrictions, reservations and stipulations of whatsoever nature affecting the Demised Premises and to the provisions of the Schedules annexed hereto and in particular the Special Conditions hereof more particularly set forth in the Ninth Schedule hereto **YIELDING AND PAYING** unto the Landlord during the Term:

- 1.1. Yearly and proportionately for any fraction of a year the Initial Rent and from and including each Review Date (as defined in the Fourth Schedule), an annual rent equal to such revised rent as may from time to time be ascertained in accordance with the provisions and procedures set out herein in that behalf contained in the Fifth Schedule and in every case the same is to be paid in the manner notified from time to time by the Landlord by equal payments in advance on the Gale Days;
 - 1.2. All sums (including the cost of periodic valuations for insurance purposes) which the Landlord may from time to time pay for insuring the Demised Premises against the Insured Risks and other matters referred to in Seventh Schedule, Clause 4, all such sums to be paid on demand.
 - 1.3. Any other sum recoverable by the Landlord as costs or expenses under this Lease, the same to be paid on demand.
2. The Tenant hereby covenants with the Landlord in the manner set out in the Sixth Schedule hereof.
 3. The Landlord hereby covenants with the Tenant in the manner set out in the Seventh Schedule hereof.
 4. The within demise is made subject to the provisions of Eighth and Ninth Schedule which are hereby agreed and declared by and between the Landlord and the Tenant.

SECTION 3: STATUTORY CERTIFICATES

1. Land Act Certificates:

(a) It is hereby certified that the Demised Premises are situate in the County/City of

or

(b) (i) It is hereby certified that an appropriate consent has been obtained under Section 45 of the Land Act, 1965.

Or

(ii) It is hereby certified that an appropriate consent has been obtained under Section 12 of the Land Act, 1965.

2. Finance Act Certificate:

a) It is hereby certified that the consideration (other than rent) for the Lease is wholly attributable to property which is not residential property and that the transaction effected by

this Lease does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent which is attributable to property which is not residential property) exceeds €

b) It is hereby further certified that Section 53 (Lease combined with Building Agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument.

3. Section 29 of the Companies Act, 1990

a) It is hereby certified for the purpose of Section 29 of the Companies Act, 1990 that the Landlord and the Tenant are not bodies corporate connected with one another in a manner which would require this transaction to be ratified by resolution of either.

SECTION 4: ASSENT TO REGISTRATION

The Landlord hereby assents to the registration by the Tenant of this Lease as a burden on the property comprised in Folio(s) _____ of the Register of Freeholders, County of _____ and hereby consents to the use of the Land Certificate (if issued) of the said Folio(s) for the purpose of such registration.

First Schedule **THE DEMISED PREMISES**

ALL THAT AND THOSE the lands with the building(s) thereof shown outlined in red on the Plan attached situated at _____ being the property comprised in _____ comprising _____ Acres of ground upon which the Tenant shall pay rent, together with parking spaces.

SECOND SCHEDULE **ANCILLARY RIGHTS GRANTED TO THE TENANT**

1. The following rights and easements are demised (to the extent only that the Landlord is entitled to make such a grant) to the Tenant to be enjoyed in common with the Landlord and the Tenants and Occupiers of the Adjoining Property and all other persons authorised by the Landlord or having the like rights and easements:

1.1. **Right to passage of Utilities:** The right (in common with the Landlord and all others similarly entitled) of free and uninterrupted passage and running of Utilities, to and from the Demised Premises, in and through the appropriate Conducting Media, in, under or through any Adjoining Property to the extent that the same are laid or formed or will be laid or formed to serve and are capable of serving the Demised Premises.

1.2. **Right of support:** The right of support and protection for the benefit of the Demises Premises as is enjoyed from time to time from any Adjoining Property of the Landlord and/or the Landlord's other Tenants.

- 1.3. **Right to enter the Airspace:** The right to enter the airspace above the roof of the Demised premises, for the sole purpose of carrying out any works for which the Tenant is liable under this Lease.

THIRD SCHEDULE
RIGHTS EXCEPTED AND RESERVED TO THE LANDLORD

1. The following rights and easements are excepted and reserved out of the Demised Premises to the Landlord or persons having the like rights and easements:
- 1.1. **Right to passage of Utilities** The right (in common with the Tenant and all others similarly entitled) of free and uninterrupted passage and running of Utilities, to and from Adjoining Property, in and through the appropriate Conducting Media in, under or through the Demised Premises to the extent that the same are laid or formed to serve and are capable of serving such adjoining Property or buildings and the right to make and maintain connections with and to lay, repair, renew and replace such Conducting Media (or any of them) and the right for the Landlord and its authorised agents and others authorised by the Landlord on giving due notice (except in the case of emergency) to enter upon the Demised Premises or such part thereof as is reasonably necessary for the purpose of exercising the foregoing right provided that the Landlord or person exercising such right shall cause as little inconvenience as possible to the Demised Premises and shall make good without delay any damage thereby caused to the Demised Premises.
- 1.2. **Right to erect scaffolding:** The Right to erect scaffolding for the purpose of repairing or cleaning any building now or hereafter erected on the Adjoining Property or in connection with the exercise of any of the rights mentioned in this Schedule notwithstanding that such scaffolding may temporarily interfere with the proper access to or the enjoyment and use of the Demised Premises.
- 1.3. **Right of Support, Air, Light:** The right of support, air, light, shelter and protection from the Demised Premises, now or hereafter belonging to or enjoyed by the Adjoining Property of the Landlord or the Landlord's other Tenants.
- 1.4. **Right to rebuild adjoining buildings** The right to rebuild or alter any of the buildings now or hereafter adjoining or neighbouring the Demised Premises and to build upon, use, add to or extend or develop any Adjoining Property now or hereafter belonging to the Landlord (other than the Demised Premises) at any time or times and for any purpose whatsoever causing as little inconvenience, interference or damage as possible to the Demised Premises and forthwith making good any damage thereby caused to the Demised Premises.
- 1.5. **Right to erect and maintain signs:** The right to erect and maintain signs on the Demised Premises and any premises abutting the same advertising the sale or letting of any premises or for the purposes of a planning or other application in respect of any premises.
- 1.6. **Air Space:** The air space over and the ground below the Demised Premises.
- 1.7. **Repairs after Due Notice:** The right to enter and carry out repairs to the Demised

Premises for which the Tenant is responsible under the terms of this Lease and which the Tenant has failed to carry out after due notice.

- 1.8. **Right to make Alterations:** Full right and liberty at any time hereafter to raise the height of, or make any alterations or additions or execute any other works to any buildings on the Adjoining Property, or to erect any new buildings of any height on the Adjoining Property in such a manner as the Landlord or the person exercising the right shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the amenity of, or access to the Demised Premises or the passage of light and air to the Demised Premises but not so that the Tenant's use and occupation thereof is materially affected.
- 1.9. **Right to build on:** The right, subject to compensating the Tenant for any damage caused thereby, to build on or into the boundary wall or party wall of the Demised Premises and, after giving not less than seven days prior written notice, to enter the Demised Premises to place and lay in, under or upon the same such footings for any intended party wall or party structure with the foundations therefor as the Landlord shall reasonably think necessary and for such purpose to excavate the Demised Premises along the line of the junction between the Demised Premises and the Adjoining Property and also to keep and maintain the said footings and foundations.
- 1.10. **Mines and Minerals** Full right to all mines and minerals in, on or under the Demised Premises with full powers of working and getting the same, provided reasonable compensation is paid for any damage thereby occasioned to the Demised Premises.
- 1.11. **Easements and Privileges** Full right to all rights, easements and privileges now belonging to or enjoyed by any Adjoining Property of the Landlord.

FOURTH SCHEDULE
RENT REVIEW DATES

First Rent Review:	st day of September, 20
Second Rent Review:	1st day of September, 20
Third Rent Review:	1st day of September,

FIFTH SCHEDULE
PROVISIONS AS TO RENT REVISION
(CURRENT MARKET RENT)

1. **Agreement or determination of revised rent**
 - 1.1. The Demised Premises for rent review purposes are as described in the First Schedule hereof.

1.2. The revised rent referred to in this Lease in respect of any of **the five** year periods herein mentioned may be agreed at any time prior to the relevant Rent Review Date between the Landlord and the Tenant or (in the absence of agreement) be determined not earlier than the relevant Rent Review Date by the Surveyor acting as an expert in accordance with his powers under this Lease.

2. **Conciliation**

2.1. Before the Surveyor is appointed to determine the revised Rent the Landlord and the Tenant shall together meet with the Conciliator within one week of failing to agree the Rent and shall use their best endeavours to agree the revised Rent and only in the event of their failing to agree the revised Rent in such circumstances shall the matter be referred to the Surveyor. Either the Landlord or the Tenant may initiate the review procedure at any time by serving a written notice on the other party specifying that it wishes to review the Rent. In no circumstances may the conciliation process extend beyond one calendar month from initiation. The Conciliator's fees will be borne equally by the parties hereto.

3. **Appointment of Surveyor**

3.1. The Surveyor shall be appointed (in the absence of agreement between the parties) upon the application (made not more than three calendar months before or at any time after the relevant Rent Review Date) of either the Landlord or the Tenant by:

3.1.1. the Chairman (or such other officer endowed with the functions of such Chairman) of the Society of Chartered Surveyors or

3.1.2. (should the Chairman of such other officer as aforesaid be unwilling or unable to make the nomination) by the next senior officer of such body who is willing and able to make the nomination or

3.1.3. (in the event of there being no such officer willing and able to make the nomination or should such body not be in existence or not be readily identifiable) by the President (or such other officer endowed with the functions of such President) of the Incorporated Law Society of Ireland or (in the event of his being unwilling or unable to make the nomination) by the next senior officer of the said Society who is willing and able to make the nomination.

4. **Assumptions for fixing revised rent**

4.1. The revised Rent to be determined by the Surveyor shall be such as in his opinion represents at the relevant Rent Review Date the full open market yearly rent for the Demised Premises let as a whole without fine or premium:-

4.1.1. on the basis of a letting with vacant possession thereof by a willing Landlord to a willing Tenant for a term equal to that granted by this Lease and subject to the provisions herein set forth (other than as to the amount of initial rent thereby reserved but including the provisions for review of rent)

4.1.2. on the assumption that at and until the relevant Rent Review Date all the covenants and conditions on the Tenant's part contained in the within Lease shall have been fully performed and observed and that in the event of the Demised Premises having been destroyed or damaged the same shall then have been fully rebuilt, repaired or reinstated (as the case may be)

4.1.3. having regard to recent open market letting values and terms agreed by

Landlords and Tenants for comparable properties in comparable locations and having regard also to the market supply of and current demand for comparable properties but secondary evidence shall not be allowable, nor will other rent review, arbitrators or experts awards, views or decisions or court decisions

4.1.4. but **DISREGARDING** any effect on the letting value of:

4.1.4.1. the fact that the Tenant has been in occupation of the Demised Premises and

4.1.4.2. the goodwill which shall have attached to the Demised Premises by reason of the business carried on thereat and

4.1.4.3. any works executed by or at the expense of the Tenant or any predecessor in title of the Tenant (or any party lawfully occupying the Demised Premises or any part thereof under the Tenant or any such predecessor) in or to or in respect of the Demised Premises otherwise than in pursuance of an obligation on foot of this Lease or any agreement therefor.

5. **Functions of Surveyor**

5.1. The Surveyor in relation to any matter so to be determined by him shall:

5.1.1. give notice of his appointment to the Landlord and the Tenant

5.1.2. be entitled to enter the Demised Premises as often as he may reasonably require to the purpose of inspection and examination

5.1.3. afford to each of the parties concerned a reasonable opportunity of stating (whether in writing or otherwise as may be decided by him and within such time as he may stipulate in that behalf) reasons in support of such contentions as each part may wish to make relative to the matter or matters under consideration

5.1.4. act as an expert and not as an arbitrator and so that his determination or determinations shall be final and conclusive between the parties

5.1.5. be empowered to fix his reasonable fees in relation to any such determination and matters incidental thereto which said fees and any reasonable expenses incurred by him in or about his determination shall be shared equally between the Landlord and the Tenant

5.1.6. give notice in writing of his determination with a full written explanation of his reasons therefore to the Landlord and the Tenant within such time as may be stipulated by the terms of his appointment.

6. **Recommended Revised Rent**

6.1. The Landlord and the Tenant shall each be entitled to recommend to the Surveyor amounts that they regard as appropriate for the revised Rent. The Surveyor when determining the revised Rent shall not determine the revised Rent at a figure which is less than the amount recommended by the Tenant or more than the amount recommended by the Landlord.

7. **Appointment of new Surveyor**

7.1. If the Surveyor in relation to any matter for determination by him shall fail to conclude such determination and give notice thereof within such time as may be relevant or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he shall be unable or shall have become unfit or unsuited (whether because of bias or otherwise) to complete the duties of his

appointment a substitute may be appointed in his place and in relation to any such appointment the procedures hereinbefore set forth shall be deemed to apply as though the substitution were an appointment de novo which said procedures may be repeated as many times as may be necessary.

8. **Rent Restrictions**

8.1. If there should be in force at the commencement or during the currency of any particular period any Statute or Order (directly or indirectly) prohibiting or restricting an increase of rent in respect of the Demised Premises the provisions of this Section 5 and of this Lease may nevertheless be invoked or reinvoked to determine such rent as would but for the said prohibition or restriction be payable during such relevant period but (if appropriate) the further implementation thereof shall be suspended in effect for such period as may be required by law Provided Always no increased rent shall be payable in respect of any period during which such prohibition or restriction applies.

SIXTH SCHEDULE **COVENANTS BY THE TENANT**

The Tenant throughout the Term hereby covenants with the Landlord as follows:

1. **PAYMENTS BY THE TENANT**

1.1. **Rent**

To pay the Rent in the manner provided for in Section 2 (save for the first payments which shall be made on the execution of this Lease) to the Landlord by one lump sum payment in advance on the Gale Days in each year of the Term and without any deduction, set off or counterclaim whatsoever.

1.2. **Revised Rent**

If the Rent shall be varied from time to time pursuant to the provisions of Fourth and Fifth Schedule hereof to pay from the relevant Rent Review Date the Rent so varied on the Gale Days and the Rent as so varied shall remain payable until the next rent revision or the Determination of the Term as the case may be.

1.3. **Interest on Arrears**

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord, if any of the Rents (whether formally demanded or not) or other sums specified in Section 2 remain unpaid for more than seven days after the date when payment was due, to pay interest thereon at the prescribed Rate from and including the date on which payment was due to the date of payment to the Landlord (both before and after any judgment).

1.4. **Rates and Taxes**

To pay and discharge all existing and future rates, taxes, duties, charges, levies, assessments, impositions and outgoings whatsoever (whether parliamentary, parochial or otherwise and whether of a capital or revenue nature) which are now or hereafter imposed or charged or assessed upon or payable in respect of the Demised Premises or any part or parts thereof on the owner or occupier in respect thereof or anything done

thereon respectively (Landlord's property, capital and income taxes, superior rents and value added tax assessable on the making of this Lease or otherwise relating to this Lease excepted)

1.5. Legal and Other Charges

To pay on demand to the Landlord from time to time all solicitors, surveyors and other charges incurred by the Landlord for any consent pursuant to the covenants herein and of any notice or proceedings under the 1860 Act, or the 1881 act by the Landlord notwithstanding that forfeiture shall be avoided otherwise than by relief granted by the Court and to keep the Landlord fully indemnified in respect thereof.

1.6. Costs of abating a nuisance

To pay all reasonable and proper costs incurred by the Landlord in abating a nuisance created by or directly attributable to the Tenant's use of the Demised Premises and executing all such works as may be necessary for abating such a nuisance in obedience of a notice served by any local or statutory or other competent authority.

1.7. Stamp Duty and Value Added Tax

To pay to the Landlord any stamp duty payable on this Lease and its counterpart together with registration fees and any Value Added Tax arising from the grant of this Lease or on the rents reserved by it.

2. REPAIR AND MAINTENANCE BY TENANT

2.1. To repair :

2.1.1. To maintain, repair and keep in good working order and condition and, as often as may be necessary, to renew and replace by articles of a similar kind and quality all Plant and Conduits in, upon, over or under the Demised Premises and to repair any damage caused to the Demised Premises by the breakdown, misuse of, or failure to repair such Plants and Conduits and to indemnify the Landlord against any loss or liability resulting therefrom;

2.1.1.1. Provided that the Tenant's liability under Clauses 2.2.1 and 2.2.2 does not extend to damage in respect of which the Landlord is indemnified under a policy of insurance effected under Seventh Schedule, Clause 4.1.1 or to damage in respect of which the Landlord has no such entitlement through his own default, and if the damage caused by any of the Insured Risks would otherwise give rise to a right to surrender this Lease under the provisions of Section 40 of the 1860 Act or otherwise, the Tenant hereby absolutely waives and abandons such right.

2.1.2. To keep the interior of the demised premises including the glass in the windows, all locks, sash-cords, electric, gas and other fittings and installations and all additions thereto and all drains and sanitary fittings, appliances and pipes in good and tenantable repair order and condition (damage by the Insured Risks excepted) and keep the Landlord effectually indemnified against all claims in respect thereof and to keep the windows and chimneys clean and keep clean and free from chokages all wash-basins, lavatory basins, drains, sewers, gully traps, exterior gutters and drain pipes serving the said premises and to pay for any damage thereto or expense of

clearing the same caused by the negligence of the Tenant, its Licensees, servants or agents and at the end or sooner determination of the said term to yield the same up in the same good state of repair and condition as that in which they now exist, normal wear and tear excepted.

2.1.3. To replace all windows and doors in the demised premises which may be broken or damaged during the term hereby created.

2.1.4. To pay a fair proportion (to be conclusively determined by the surveyor of the Landlord acting reasonably in accordance with principles of good state management) of the expenses payable in respect of repairing, renewing or cleansing all party walls, sewers, drains or other things which are not the responsibility of the Landlord the use of which is common to the demised premises and other premises.

2.2. To Decorate:

2.2.1. In every Internal Decoration Year, to wash, paint, whitewash, whiten, paper or colour, and also during the last three months of the Term (whether determined by efflux of time or otherwise) all the inside woodwork, ironwork, walls and ceilings of the Demised Premises, in such colours as the Landlord may reasonably require and to regrain and varnish all parts of the Demised Premises at present grained and varnished and to maintain any metal or plastic finishes.

2.2.2. In every External Decoration Year, to wash, paint, whitewash, whiten, paper or colour, and also during the last six months of the Term (whether determined by efflux of time or otherwise) all the external parts of the Demised Premises, requiring decoration, in such colours to be approved in writing by the Landlord (provided such consent may not be unreasonably withheld).

2.3. No Obligation to Improve:

2.3.1. Notwithstanding any other provision in this Lease the Tenant shall not be obliged to put the Demised Premises into any better state of repair, condition or statutory compliance than that in which the Demised Premises is at present to be found and it is hereby acknowledged and agreed by the parties hereto that state of repair, condition and statutory compliance of the Demised Premises is as outlined in the schedule of condition set out in Section 12 hereof.

2.4. Burden of Wear and Tear

2.4.1. The burden of wear and tear in respect of the Demised Premises shall be on the Landlord and shall at no time be on the Tenant and the Tenant shall have no liability hereunder or otherwise to protect the Demised Premises against depreciation or the natural effects of ageing.

2.5. No responsibility for Structural Defects:

2.5.1. The Tenant shall have no responsibility whatsoever in respect of the repair or replacement of structural defects or omissions in the Demised Premises or

any part thereof. For the purpose of this Lease “structural defects” shall mean defects arising in the foundations, columns, beams, walls, cladding, ceilings, floor and roof of the Demised Premises. It shall be the Landlord’s sole responsibility to use its best endeavours to ensure that all and any structural defects in the Demised Premises from time to time are repaired to the satisfaction of the Tenant as soon as possible.

2.6. To comply with Statutory Notices and Local Authority Requirements

2.6.1. At the Tenants own expense, to comply in all respects in relation to the Demised Premises with:-

2.6.1.1. All obligations and requirements arising from or under any statutory provision or imposed under powers conferred on any authority or court of competent Jurisdiction.

2.6.1.2. Any reasonable demand by the Landlord for production of plans, documents or other evidence which the Landlord may require in order to satisfy itself that the provisions of this clause have been or will be complied with.

2.6.2. Upon receipt of any such notice or order relating to the Demised Premises or the occupier thereof or of any proposal for the same served or given under the Planning Acts, the Building Control Act or any other statutory provisions, forthwith:-

2.6.2.1. To furnish the Landlord with a true copy thereof and any further particulars required by the Landlord.

2.6.2.2. To take all necessary steps to comply with such order.

2.6.2.3. At the written request of the Landlord but at the cost of the Tenant, to make or join with the Landlord in making such objection or representation against or in respect of any such notice, order or proposal as the Landlord may reasonably require.

2.7. To keep the Demised Premises clean

2.7.1. To keep the Demised Premises and every part thereof clean and tidy and free from deposits of material, refuse or rubbish and not to bring or keep or suffer to be brought or kept on the Demised Premises or any part thereof any rubbish or scrap or anything which, in the opinion of the Landlord, is or may become unclean, unsightly, noisesome or offensive or calculated or liable to detract from the quality, amenity or reputation of the Demised Premises and so often as it shall be necessary or desirable to remove from the Demised Premises all such refuse, rubbish, scrap which may accumulate or be there.

2.7.2. To keep those parts which are not built on properly surfaced and free from weeds

2.7.3. To keep all landscaped areas properly cultivated and maintained, preserving any trees and shrubs in those areas:

2.7.4. To clean properly at least once a month all windows and window frames and all other glass forming part of the Demised Premises.

2.7.5. To keep the passageway leading from the public street to the entrance of the said premises in a clean condition and free from debris at all times during the term hereby created.

2.8. To permit the Landlord to enter to view

2.8.1. To permit the Landlord and their duly authorised Agents with or without workmen and others at all reasonable times of the day to enter upon the demised premises for the purpose of examining the condition of the same and in the event of the Tenant being in breach of any of the repair or maintenance covenants herein contained the Landlord shall serve upon the Tenant a notice in writing specifying the repairs and works necessary to be carried by the Tenant in order to comply with its covenants herein and the Tenant shall within 45 days after the service of such notice proceed with the execution of the said repairs and works and shall permit the Landlord or their duly authorised Agents to enter upon the demised premises for the purpose of inspecting the said work and should the Tenant fail within the said period of 45 days after receipt of said notice to have the work commenced and proceeded with diligently thereafter the Tenant shall permit the Landlord their servants and agents to enter upon the demised premises for the purpose of carrying out the said repairs, the costs of which shall then become a debt due by the Tenant to the Landlord and shall be forthwith recoverable, from the Tenant.

2.9. To permit the Landlord and others to exercise rights

2.9.1. To permit the servants, agents and workmen engaged or authorised by the Landlord and the Tenants or tenants of any Adjoining Property and their respective duly authorised surveyors, servants, agents and workmen upon giving at least 24 hours previous notice at reasonable times to the Tenant to enter and remain upon the demised premises at all reasonable times so far as may be necessary in order to examine, repair or rebuild any adjoining or continuous premises or to cleanse, empty or repair any of the water courses, sewers, drains or gutters from the same or for any other reasonable purpose and also in case any dispute or controversy shall at any time arise between the Tenant and the Tenants or occupiers of any adjoining or continuous premises belonging to the Landlord, relating to the said water courses, sewers, drains or gutters or to any easements or privileges whatsoever affecting or relating to the demised premises or any Adjoining Property belonging to the Landlord, to allow the same from time to time to settle as determined by the Landlord or the surveyor of the Landlord in such a manner as the Landlord by any writing under their hands or under the hand of the surveyor shall direct in that behalf.

3. USER OF THE DEMISED PREMISES

3.1. Throughout the Term and subject always to the other provisions of this Lease to use the Demised Premises for a _____ of which the public may have access provided that the consent to a change of such use will not be unreasonably withheld by the Landlord.

3.2. Not to make any application for Planning Permission or a Fire and Safety

Certificate in regard to any change of user or other development relating to the Demised Premises without first giving notice in writing to the Landlord of the intention to make such application;

- 3.3. Not to Leave the Demised Premises continuously unoccupied (other than for normal holiday periods) without notifying the Landlord.
- 3.4. To provide such caretaking or security arrangements as the Landlord or the Insurers of the Demised Premises shall reasonably require in order to protect the Demised from vandalism, theft or unlawful occupation;
- 3.5. To provide the Landlord with the name, address and home telephone number of at least two authorised key holders for the time being of the Demised Premises and to notify the Landlord of any changes in the persons so authorised as keyholders of the Demised Premises.
- 3.6. Not to use the Demised Premises for any public or political meeting, public exhibition or public entertainment, show or spectacle of any kind nor for any dangerous, noisy, noxious or offensive trade, business or occupation whatsoever, nor for any illegal or immoral purpose, nor for residential or sleeping purposes.
- 3.7. Not to use the Demised Premises or any part thereof for gambling, betting, gaming or wagering or as a betting office, or as a club, or for the sale of beer, wines and spirits and not to hold any auction on the Demised Premises.

4. OPERATION OF THE DEMISED PREMISES

4.1. Nuisance or annoyance

- 4.1.1. Not to do in or upon the Demised Premises or any part thereof anything which in the Landlord's reasonable opinion may be or become a nuisance, damage, disturbance, danger, annoyance or inconvenience to the Landlord, or the owners, Tenants or occupiers of adjoining or neighbouring lands or buildings and not at any time during the Term to use the Demised Premises as a residence or to carry on there any noisy, noxious, dangerous or offensive trade or business or to use the same for any illegal or immoral purpose, pursuit or occupation, or as a betting office.
- 4.1.2. Without prejudice to the generality of the last foregoing covenant not without the consent of the Landlord to bring or permit or suffer to be brought on to the demised premises or any part thereof any highly inflammable material, motor or dangerous equipment (save and except gas cylinders to be used by the Tenant in connection with it's business on the demised premises).
- 4.1.3. On a written Notice being served on the Tenant at the demised premises, by the Surveyor of the Landlord requiring the abatement of any nuisance caused by unreasonable vibration, noise or offensive smell or by undue emission of smoke, vapour or dust with all reasonable dispatch after the service of such notice to abate the said nuisance accordingly.

4.2. Not to engage:

- 4.2.1. Not to engage in any activity in or on the Demised Premises which may result

in:-

- 4.2.1.1. a material increase in the risk of one or more of the Insured Risks happening or of contamination, pollution or overloading in, on or to the Demised Premises.
- 4.2.1.2. the creation of any nuisance, annoyance or disturbance affecting the enjoyment of the Adjoining Property or the value or character of the Demised Premises.
- 4.2.1.3. the obstruction of or interference with the ancillary rights specified in the Second Schedule or with the rights of owners and occupiers of the Adjoining Property.
- 4.2.1.4. the interference with or malfunctioning of any fire and safety equipment or appliances installed in the Demised Premises.
- 4.2.1.5. the Landlord incurring liability or expense under any statutory provision

4.3. Not to overload

- 4.3.1. Not to overload or permit to be overloaded in any way whatsoever the floors and other structural parts of the Demised Premises or the supplies and services thereto so as to exceed the load which it shall have been designed to bear.

4.4. Not to install machinery

- 4.4.1. Not to install or suffer to be installed any machinery on the Demised Premises which may be noisy or cause undue vibration or which shall be either dangerous or a nuisance to the Landlord or the owners, licensees or occupiers of adjoining Property and not without the Landlord's consent (which consent shall not be unreasonably withheld) to place or permit to be placed anything whatsoever on the roof of the Demised Premises or any part thereof other than a flagpole for the purposes of displaying the National Flag.

4.5. Not to allow easements to be acquired

- 4.5.1. Not to permit or suffer any encroachment upon the Demised Premises or the acquisition of any right to light, passage, drainage or other easement on, over or under the Demised Premises and not to acknowledge their existence and if any such encroachment or easement shall be made or acquired or threatened to be acquired, forthwith to give notice to the Landlord and at the cost of the Tenant to do all such things as may be proper and necessary for the purpose of preventing the making of such encroachment or the acquisition of such easement or right.

4.6. Not to obstruct the Conducting Media

- 4.6.1. Not to stop up, obstruct, permit or suffer to be stopped up or obstructed or to suffer oil, grease or other deleterious matter or substances to enter the Conducting Media of or serving the Demised Premises.

4.7. Not to obstruct any windows or other rights

4.7.1. Not to block up, darken or obstruct any windows, rights of light or rights of way belonging to the Demised Premises.

4.8. Safety use restriction

4.8.1. Not to do or permit any act to be done upon the Demised Premises which may endanger the safety or stability of the Demised Premises or any adjoining property or which obstruct the access to any fire equipment or the means of escape from the Demised Premises or any adjoining Property and not to lock any fire door while the Demised Premises are occupied.

4.9. Storage use restriction

4.9.1. Not to store or place any inflammable, dangerous or explosive substance, liquid or gas upon the Demised Premises other than in a container or building properly constructed for the purpose and having obtained the prior written consent of the Landlord (which consent shall not be unreasonably withheld) and the approval of the Local Authority.

4.10. Placards and Notices

4.10.1. Not at any time during the term hereby created to affix or exhibit or permit to be affixed or exhibited upon any part of the demised premises any placard, advertisement or sign whether illuminated or otherwise except such as shall have been previously approved by the Landlord such approval not to be unreasonably withheld **PROVIDED** that this clause does not apply to such reasonable notices as the Tenant may be required by law to affix or exhibit and provided further that any such placard, advertisement or sign as aforesaid shall comply in all respects with the requirements of the Local Government Planning and Developments Acts or with any enactment or regulation for the time being in force relating thereto.

4.11. Reletting sign

4.11.1. To permit the Landlord and its agents at any time within six calendar months next before the expiration or sooner determination of the Term to enter upon the Demised Premises and to fix and retain without interference upon any suitable part or parts of the Demised Premises (but not in any position likely to interfere with the user of the Demises Premises) a notice board for reletting or disposing of the same and not to remove or obscure the same and to permit all persons authorised by the Landlord or its agents to view the Demised Premises at all reasonable times in the day time without interruption having first made appointments to do so after reasonable notice has been given to the Tenant.

5. INTERNAL ALTERATIONS

5.1. Not to erect any new building or structure or to engage in any works on, or to make any addition or alteration to, the Demised Premises of such kind that the Demised Premises lose their original identity

5.2. The Tenant shall be entitled to make or carry out any non-structural alterations or additions to the interior of the Demised Premises without having to obtain the consent of the Landlord but shall require the prior written consent of the Landlord

(such consent not to be unreasonably withheld) before making or carrying out any structural alterations or additions to the interior of the Demised Premises.

5.3. The Landlord, may as a condition of giving consent under the immediately preceding sub-clause, require the Tenant to enter into covenants or undertakings as to the carrying out and insurance of the additions or alterations of the Demised Premises and as to their re-instatement to their original state at the expiration or sooner determination of the Term.

5.4. In respect of such additions or alterations, to comply in all respects with the provisions, as appropriate, of the Planning Acts and the Building Control Act and to carry out any related works in a good and workmanlike manner to the satisfaction of the Landlord.

6. **PLANNING ACTS, FIRE PREVENTION REQUIREMENTS AND OTHER STATUTORY REQUIREMENTS**

6.1. Not any time during the Term to do any act, matter or thing in, on or respecting the Demised Premises in contravention of the Planning Acts.

6.2. As soon as practicable to give to the Landlord notice of any order, direction, proposal or notice under the Planning Acts which is served upon or received by or comes to the notice of the Tenant in connection with the Demised Premises and to produce to the Landlord if so required any such order, direction or notice as aforesaid as is in the possession of the Tenant and in relation to any such order, direction or notice as aforesaid to comply with the terms and provisions thereof as soon as possible.

6.3. At all times throughout the Term to comply with all legally binding requirements of the appropriate authority in relation to fire precautions for the demised Premises provided however that the cost of complying with same shall be a cost to be borne by the Landlord.

6.4. In all respects to comply with all obligations imposed by law in regard to the carrying on of the business for the time being carried on by the Tenant in the demised premises.

6.5. Forthwith to notify the Landlord in writing of any notices served by any competent authority and with all due speed to comply with such of the said Notices as are effective so far as they relate to the Tenants obligations herein and to keep the Landlord indemnified from and against all actions, claims, demands and liability in respect thereof.

7. **ALIENATION**

7.1. Not to assign, sub-let, part with or share possession of the entirety or part of the Demised Premises, without the prior written consent of the Landlord.

7.2. The Tenant in seeking consent to any proposed alienation shall apply in writing to the Landlord and shall provide all information concerning the alienation as the Landlord may reasonably require.

7.3. In granting consent to any such proposed alienation, the Landlord may impose such conditions as are reasonable in all the circumstances.

7.4. To furnish to the Landlord or its solicitors within 21 days of the alienation, a certified copy of the Deed or other instrument evidencing or effecting any alienation of or relating to the Demised Premises.

8. **INSURANCE**

8.1. Not to do or omit to do anything which might cause any policy of insurance relating to the Demised Premises or any adjoining Property owned by the Landlord to become void or voidable wholly or in part nor (unless the Tenant has previously notified the Landlord and agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable.

8.2. Subject to the Landlord furnishing the Tenant with a copy of any policy of insurance effected under Clause 4 of the Seventh Schedule, to comply at the Tenants own expense, with all the requirements under that policy and the recommendations of the insurers relating to the Demised Premises.

8.3. If so requested by the Landlord, to insure and keep insured in the joint names of the Landlord and the Tenant any glass forming part of the Demised Premises against breakage other than as a result of the Insured Risks) for a sum which is not less than the full replacement value thereof for the time being with such insurance company as may from time to time be approved by the Landlord.

8.4. To effect and keep in full force and effect a Public Liability and Employer's Insurance Policy (or Policies) relating to the said demised premises and to indemnify and keep indemnified the Landlord against all actions, claims and demands howsoever arising on account of any personal injury loss or damage which may be suffered by any person or persons whilst in or on the demised premises during the term hereby granted.

8.5. To pay within 7 days of their becoming payable all premiums relating to any such insurance and, whenever reasonable required by the Landlord, to produce the policy of insurance and the receipt for the current years premium.

8.6. To reimburse to the Landlord the proportionate part of the fire insurance premium payable each year by the Landlord on the entire building together with any additional premium which may be imposed by the insurance company on the Landlord because of the business being carried on in the demised premises by the Tenant. The Tenant shall be responsible for insuring its own contents.

9. **INSURANCE IRRECOVERABLE DUE TO ACT OR DEFAULT ON PART OF TENANT**

9.1. In the event of the demised premises or any part thereof or any of the Adjoining Property of the Landlord or any part thereof respectively being damaged or destroyed by fire at any time during the term hereby created and the insurance money under any insurance against damage by fire effected thereon by the Landlord being irrecoverable or only partially recoverable by reason solely or in part of any act or default of the Tenant its servants, agents or workmen or of

persons occupying or being upon the demised premises or any part thereof with the authority or permission of the Tenant then and in every such case the Tenant will forthwith in addition to the said rent pay to the said Landlord the whole or (as the case may require) a fair proportion of the cost of completely rebuilding and reinstating the same and any dispute as to the proportion to be so contributed by the Tenant or otherwise in respect of or arising out of this provision shall be determined by a single arbitrator in accordance with the provisions of the Arbitration's Act., 1954 to 1998 or any statutory modification or re-enactment thereof for the time being in force.

10. INDEMNITY.

10.1. To keep the Landlord fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, damages, expenses and liability arising directly or indirectly from:-

10.1.1. breach by the Tenant of any of the provisions of this Lease.

10.1.2. the use of or works carried out on or to the Demised Premises during the Term.

10.1.3. any act, neglect or default by the Tenant or any person on the Demised Premises with its actual or implied authority.

10.2. To effect or keep in force such public liability, employer's liability and other policies of insurance (to the extent that such insurance cover is available) as may be necessary to cover the Tenant against any claim arising under the preceding sub-clause and to extend such policy or policies so that the Landlord is indemnified by the Insurers in the same manner as the Tenant.

10.3. Whenever required to do so by the Landlord, to produce to the Landlord the said policy or policies together with satisfactory evidence that the same is/are valid and subsisting and that all premiums due thereon have been paid.

11. TO YIELD UP

11.1. At the expiration or sooner determination of this Lease:-

11.1.1. To yield up peaceably and quietly to the Landlord all of the Demised Premises in such repair, condition, decoration and otherwise as provided by the Tenant's covenants herein contained together with all fixtures and Landlord's plant and machinery (if any) and fittings which are at the commencement of this Lease fixed into or about the Demised Premises and in case any of the fixtures and fittings shall be missing, broken, damaged or destroyed, to forthwith replace them with others of a similar kind and of equal value

11.1.2. To make good all damage to the Demised Premises caused by the removal of the Tenant's fixtures and trade fixtures as aforesaid.

11.1.3. To remove any moulding, sign, writing or painting of the name or business of the Tenant or occupiers.

11.1.4. If so required by the Landlord, but not otherwise, to remove all alterations or additions made to the Demised Premises by the Tenant, together with any additions made to the Demised Premises by the Tenant, together with any Tenant's fixtures, fittings, furniture and effects and restore the Demised Premises to their original prevailing condition.

11.2. The Tenant hereby irrevocably appoints the Landlord to be the Tenant's agent to store and dispose of (subject to any conditions which the Landlord thinks fit) any fixtures, fittings, furniture and effects, left by the Tenant on the Demised Premises for more than seven days after the expiry or sooner determination of the Term.

11.3. In acting under the preceding clause, the Landlord is not liable to the Tenant save having to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably uncured by the Landlord but if the said proceeds of sale do not cover the said costs and expenses then the Tenant shall pay the shortfall to the Landlord on demand.

12. **REGISTRATION OF COMPANY**

12.1. To comply with all statutory requirements necessary to ensure that the Tenant remains on the Register of Companies.

SEVENTH SCHEDULE **COVENANTS AND WARRANTIES BY THE LANDLORD**

1. **QUIET ENJOYMENT**

1.1. That the Tenant paying the rents hereby reserved and performing and observing the covenants on the part of the Tenant herein contained shall peaceably hold and enjoy the demised premises during the term hereby created without any interruption by the Landlord or by any other person lawfully claiming under or in trust for it

2. **REPAIR & MAINTENANCE**

2.1. The Landlord hereby covenants to repair all defects caused by fair wear and tear, dry rot, wet rot, woodworm and all damage therefrom and all latent and Structural Defects (if any) and all damage resulting therefrom in the Demised Premises as soon as reasonably practicable and to repair, replace and reinstate any part of the Demised Premises that may be damaged due to such fair wear and tear, dry rot, wet rot, woodworm and/or latent or Structural Defects in the Demised Premises unless any of the foregoing is caused by the Tenant's malfeasance and/or negligence.

3. **EXERCISE OF RIGHTS**

3.1. In exercising any of the Landlord's rights of entry or other rights in relation to the Demised Premises;

3.1.1. To take all necessary steps to ensure that as little damage is done to the Demised Premises and as little inconvenience is caused to their occupiers as is reasonably practicable;

3.1.2. To make good without delay any damage which may be caused by such

exercise.

4. **INSURANCE**

4.1. Subject to reimbursement by the Tenant of the Tenant's percentage or due proportion of the premiums payable by the Landlords, to insure and keep insured with an Insurer of repute located in Ireland in the name of the Landlord:-

4.1.1. The Demised Premises against loss or damage by the Insured Risks in the full reinstatement costs thereof (to be determined from time to time by the Landlord or his professional adviser) including:

4.1.1.1. Architects, Surveyors, Consultants and other professional fees (including Value Added Tax thereon)

4.1.1.2. The costs of shoring up, demolishing, site clearing and similar expense;

4.1.1.3. All stamp duty and other taxes or duties exigible on any building or like contract as may be entered into and all incidental expenses (including planning and building regulation fees) relative to the reconstruction, reinstatement or repair of the Demised Premises.

4.1.1.4. Such provision for inflation as the Landlord in its absolute discretion shall deem appropriate;

4.1.2. The loss of rent from time to time payable, or reasonably estimated to be payable, under this Lease (taking account of any review of the rent which may become due under this Lease) following loss or damage to the Demised Premises by the Insured Risks, for three years or such longer period as the Landlord may, from time to time, reasonably deem to be necessary, having regard to the likely period required for rebuilding and for obtaining planning permission and any other consents, certificates and approvals in connection with the reinstatement of the Demised Premises;

4.1.3. The property owner's, public, employer's and other liability of the Landlord arising out of or in relation to the Demised Premises;

4.1.4. Such other insurances as the Landlord may, in its discretion, from time to time deem necessary to effect.

4.2. At the request of the Tenant, the Landlord shall produce to the Tenant a copy or extract duly certified by the Landlord of such insurance policy or policies and a copy of the receipt for the last premium or (at the Landlord's option) reasonable evidence from the insurers of the terms of the insurance policy or policies and the fact that it is or they are subsisting and in effect;

4.2.1. As and when requested from time to time by the Tenant, the Landlord shall use its reasonable endeavours:-

4.2.1.1. To obtain from the Landlord's insurers a waiver of its subrogation rights (if any) against the Tenant in respect of the Demised Premises so long as such waiver is available in the insurance market from a reputable insurer located in Ireland and any costs reasonably incurred thereby are discharged by the Tenant.

4.2.1.2. To ensure that the insurance policy or policies in respect of Insured

Risks contain a provision that the insurance is not invalidated by any change of occupancy or increase or risk taking place in or on the Demised Premises without the knowledge of the Landlord provided that the Landlord shall immediately upon the same coming to its knowledge give notice to the insurers and the Tenant shall pay any additional premiums as may be required for the date of such increase of risk.

4.2.1.3. For the purpose of this clause, "Demised Premises" does not include (unless otherwise specified by the Landlord) any additions, alterations or improvements carried out or being carried out by the Tenant.

5. **RE INSTATEMENT & SUSPENSION OF RENT**

5.1. If the Demised Premises are destroyed or damaged by any of the Insured Risks then;

5.1.1. Unless payment of any of the insurance moneys is refused by reason of any act or default of the Tenant, any under-tenant or any person under its or their control; and

5.1.2. Subject to the Landlord being able to obtain any necessary planning permission and other necessary licences, certificates, approvals and consents (which the Landlord shall use its reasonable endeavours to obtain as soon as practicable); and

5.1.3. Subject to the necessary labour and materials being and remaining available (which the Landlord shall use its reasonable endeavours to obtain as soon as practicable); and

5.1.4. Subject to exercise of the right to terminate the Lease under this clause:

The Landlord shall as soon as possible lay out the proceeds of the insurance affected under Clause 4 hereof in rebuilding and reinstating the Demised Premises as necessary to make them substantially the same as they were prior to the destruction or damage (but not so as to provide accommodation identical in layout and manner or method of construction if it would not be reasonably practical to do so);

5.2. If the Landlord is prevented (for any reason other than its act or default) from compliance with the previous provisions of this clause the following provisions apply;

5.2.1. The Landlord is relieved of its obligation and is solely entitled to all insurance moneys;

5.2.2. If the prevention continues for three years and the Lease is not otherwise terminated, the Landlord or the Tenant may at any time after expiry of that period by not less than three months' written notice given to the other party determine this Lease, but without prejudice to any claim by either party against the other in respect of any antecedent breach of its terms;

5.2.3. If the destruction or damage to the Demised Premises renders them unfit for use and occupation and provided the insurance has not been vitiated nor payment of any insurance moneys refused by reason of any act or default of the Tenant, any under tenant or any person under its or their control, the rent payable under the provision of this Lease shall be suspended in accordance

with the following provisions:

- 5.2.3.1. The rent suspended shall be the whole rent or such proportion as is fair according to the nature and extent of the damage to the Demised Premises;
- 5.2.3.2. The suspension shall last until either the Demised Premises are again rendered fit for use and occupation or the expiration of three years (or such longer period as the Landlord may have insured against) from the date of destruction or damage, whichever is the earlier;
- 5.2.3.3. Where the destruction or damage occurs during a quarter in respect of which rent has been paid in advance, the Landlord shall refund to the Tenant the proportion of that rent (apportioned on a daily basis) which is attributable to the period following the date of destruction or damage;
- 5.2.3.4. Any dispute regarding suspension of rent shall be conclusively determined by a single arbitrator to be appointed, in default of agreement, upon the application of either party, by or on behalf of the President or acting President for the time being of the Society of Chartered Surveyors in accordance with the provisions of the Arbitration Acts, 1954-1980.

EIGHT SCHEDULE: **PROVISOS**

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED:-

1. FORFEITURE

- 1.1. If the whole or any parts of the Rent or other sums reserved by this Lease is unpaid for 14 days after becoming payable (whether formally demanded or not), or;
- 1.2. If any of the covenants on the part of the Tenant or conditions or agreements herein contained shall not be performed or observed, or;
- 1.3. If the Tenant being a company has a winding up petition presented against it or passes a winding up resolution (other than in connection with a members voluntary winding up for the purpose of amalgamation or reconstruction which has the prior written approval of the Landlord) or resolves to present its own winding up petition or is wound up (whether in Ireland or elsewhere) or a Receiver and Manager is appointed in respect of the Demised Premises, or;
- 1.4. If the Tenant being an individual (or if more than one individual, then any one of them) shall enter into a composition with his creditors or commit any act of bankruptcy or is adjudged bankrupt, or has a receiving or adjudication order made against him or suffers any execution or attempted execution to be levied on the Demised Premises;

THEN and in any such case, the Landlord may at any time thereafter re-enter the Demised Premises or any part thereof and thereupon the Term absolutely ceases and determines, but without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants and conditions contained in this Lease.

2. NO IMPLIED EASEMENTS

2.1. Nothing in this Lease shall impliedly confer upon or grant to the Tenant any easement, right or privilege other than those expressly granted (if any) by it.

3. EXCLUSION OF WARRANTY AS TO USER

3.1. Nothing contained in this Lease or in any consent granted or approval given by the Landlord hereunder implies or warrants that the Demised Premises may be used under the Planning Acts or the Building Control Act for the purpose herein authorised or any purpose subsequently authorised and the Tenant hereby acknowledges that the Landlord has not given or made at any time any representation or warranty that any such use is or will be or will remain a permitted use under those Acts.

4. REPRESENTATIONS

4.1. The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation that is expressly set out in this Lease.

5. COVENANTS RELATING TO ADJOINING PROPERTY

5.1. Nothing contained in or implied by this Lease shall give to the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of the adjoining Property.

5.2. Nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or buildings of the Landlord not comprised in this Lease nor shall it operate to prevent or restrict in any way the development of any land not comprised in this Lease.

6. EFFECT OF WAIVER

6.1. Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord may have appeared to have waived or released temporarily any such covenant, or waived or released temporarily or permanently, revocably or irrevocably a similar covenant affecting other property belonging to the Landlord.

7. APPLICABLE LAW

7.1. This Lease and all relationships created thereby shall in all respects be governed by and construed and interpreted in accordance with Irish Law.

8. NOTICES

8.1. Any document or notice requiring to be served on the Landlord or on the Tenant may be served on the Landlord by delivering it or by sending it by pre-paid

registered post addressed to the Landlord at the Landlord's registered office or such other address as the Landlord shall notify the Tenant in writing and may be served on the Tenant by delivering it at or by sending it by pre-paid registered post to the Demised Premises and any documents so posted shall be deemed to have reached the party to whom it was addressed in the usual course of the post.

9. ARBITRATIONS

9.1. All disputes or differences which may arise touching the provisions of this Lease (except disputes with regard to the revision of Rent) or the operation or construction hereof or the right or liabilities of the parties hereto shall be referred for arbitration by a single arbitrator to be appointed by agreement between the parties or in default of agreement to be appointed on the application of either party by the President for the time being of the Incorporated Law Society of Ireland provided that in making such appointment the said President shall be obliged to have regard to the nature of the dispute or difference in question and shall appoint a professional from a discipline appropriate in all the circumstances of the dispute.

NINTH SCHEDULE: SPECIAL CONDITIONS

1. BREACH OF USER

In the event that the Tenant no longer operates the premises in accordance with the designated User of the premises, then and in that event, this Lease shall be automatically determined in accordance with the provision of Schedule 8, Paragraph 1.

2. WORKS TO BE CARRIED OUT ON THE PREMISES

3. NO COMPENSATION FOR IMPROVEMENTS

The principle of "quicquid plantatur solo, solo cedit" shall apply with regard to any structures erected by the Tenant on the demised premise, during the currency of the term hereby created. In addition, given that any alterations, additions or structures erected on the property shall have been carried out with the assistance of grant aid, the Tenant hereby agrees that he shall not be entitled to seek compensation for any such constructions, by virtue of the provisions of the Section 42 of the Landlord and Tenant (Amendment) Act, 1980

4. DETAILS OF MONEY SPENT ON IMPROVEMENTS.

The Tenant shall expend a sum of money not less than € (insert amount as noted for Application for Lease) in carrying out the works provided at Special Condition No. 2 hereof to the demised premises. The principle of "quicquid plantatur solo, solo cedit" shall apply with regard to such works.

SPECIFIC INSURANCE PROVISIONS

a) The Tenant shall effect and maintain in place Employers Liability and Public Liability Insurance and appropriate Contents Cover with a suitable insurance company in respect of the activities carried on by the Tenant in the demised premises. The said policy of insurance should contain an appropriate indemnity to the Landlord in respect of all actions, claims, and demands, howsoever arising, as more particularly specified in Clause 8.4,

Sixth Schedule hereof. The said policy of insurance should provide a minimum level of cover of not less than €6,500,000.

b) On the completion of the works provided for in Special Condition No. 4 hereof, the Tenant shall arrange to have the re-instatement value of the demised premises reassessed to ensure that adequate insurance cover is in place.

c) In accordance with the obligation of the Landlord as provided for in Clause 4.1, Seventh Schedule, the Landlord shall ensure that the demised premises remains covered under the Parish Policy of Insurance with Allianz Insurance Company. The Landlord shall arrange that Allianz calculates the appropriate amount of parish premium payable under the Parish Policy which relates to the demised premises. The Tenant shall reimburse to the Landlord on the signing of this Lease, that amount of premium in accordance with their obligations under Clause 4.1 aforesaid and shall continue to reimburse the Landlord that amount of premium payable on a yearly basis by the Landlord throughout the term of this Lease.

d) The Tenant shall provide a copy of their Policy Schedules to the Landlord for inspection and prior examination on the execution of the Lease.

6. BREAK OPTION

The Landlord hereby affords to the Tenant the option to determine the present Lease on the following dates: 1st day of September 2006 or 1st day of September 2006 (herein collectively known as "the Break Option Date"). If the Tenant shall be desirous of determining this present Lease on the 1st day of September 2004 or 1st day of September 2005 then he shall deliver to the Landlord or leave for him or send to him by registered post at his last known place of address at least six months prior to the relevant Break Option Date written notice of such intention to determine the present Lease which said notice shall specify the relevant Break Option Date upon which this Lease will absolutely cease and determine. Notwithstanding the foregoing the Tenant shall continue to pay all rent and perform and observe all the covenants and conditions hereinafter contained and on his part to be performed and observed up to the relevant Break Option Date. Then and in the event of the exercise of such option to determine immediately on the 1st day of September 2006 or 1st day of September 2007, whichever is specified, this Lease shall cease and be void but without prejudice to any claim by either the Landlord or the Tenant against the other in respect of any antecedent breach of any covenant or condition hereinafter contained.

7. Whatever enterprise is conducted on the premises should be (a) broadly educational in nature and (b) not conflict with Catholic Ethos.

SECTION 5: EXECUTION

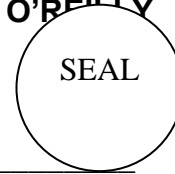
This Lease constitutes the entire of the Agreement between the Landlord and the Tenant with regard to the Demised Premises.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the

day and year first herein **WRITTEN**

PRESENT when the Common Seal of
St. Felim's Diocesan Trust was
Affixed hereto:

MOST REVEREND BISHOP LEO O'REILLY
DIRECTOR



VERY REVEREND FRANCIS DUFFY
SECRETARY

SIGNED SEALED and DELIVERED

by the said **TENANT**
in the presence of: