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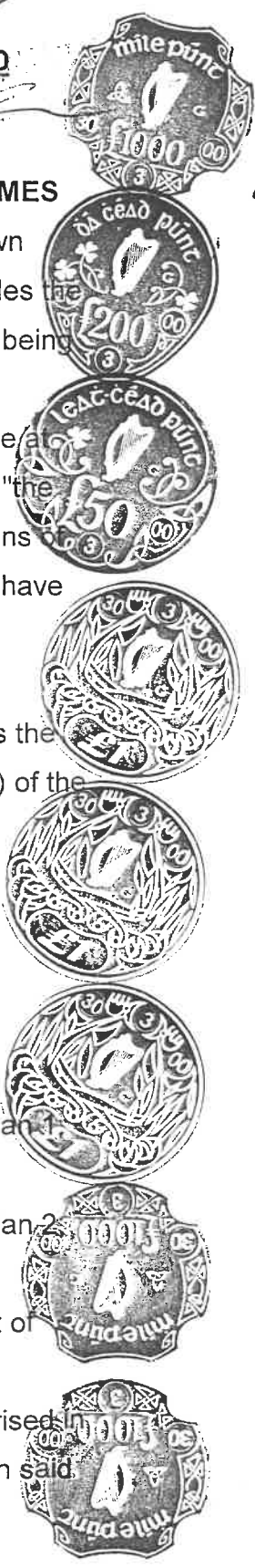
FOLIO 12517

COUNTY WEXFORD

THIS INDENTURE made this 30 day of June 1999 **BETWEEN:** **JAMES O'DONOHUE AND CATHLEEN O'DONOHUE** of Maryville Cottages, Courtown Harbour, Co. Wexford (hereinafter called "the Lessor" which expression includes Successors and Assigns of the Lessor and the person or persons for the time being entitled to the reversion immediately expectant on the termination of the term created) of the First Part **ARNEG VALE LIMITED** having its Registered Office at Maryville Cottage, Courtown Harbour, Co. Wexford (hereinafter referred to as "the Management Company" which expression includes the Successors and Assigns of the Management Company and the person or persons for the time being who have undertaken the obligations imposed on the Management Company by these presents) of the Second Part and **Matthew Lynch of Old Leighlin, Carlow, and Catherine Lynch of Old Leighlin, Carlow, Co. Carlow** (hereinafter referred to as "the Lessee" which expression includes the heirs, executors, administrators, assigns and successors in title of the Lessee) of the Third Part.

WHEREAS:

- (A) In these presents save where the context otherwise requires:
- (1) **"Plan 1"** means the Map or Plan annexed hereto designated Plan 1
 - (2) **"Plan 2"** means the Map or Plan annexed hereto designated Plan 2
 - (3) **The Estate"** means **ALL THAT AND THOSE** that piece or plot of ground situate at Maryville, Courtown Harbour, in the County of Wexford being the lands more particularly described and comprised in folio 12517 of the Register of Freeholders County Wexford which said



piece or plot of ground is more particularly delineated on Plan 1 and thereon edged in red.

- (4) **"The Apartment Blocks"** mean the buildings now or hereafter to be erected and laid out on the Estate and divided into separate Apartments or Flats and "Apartment Blocks" has a corresponding meaning;
- (5) **"The Apartments"** mean the Apartments comprised in the Apartment Blocks and "Apartment" has a corresponding meaning;
- (6) **"The Premises"** means the Apartment described in the First Schedule hereto;
- (7) **"The Common Areas"** means those parts of the Estate other than the Apartments (including the Premises).
- (8) **"The Retained Lands"** mean the Estate other than the Premises;
- (9) **"The Management Company Agreement"** means an Agreement dated the 18th day of March 1999 and made between the Lessor of the One Part and the Management Company of the Other Part;
- (10) **"The Services"** mean water, soil, sewage, waste, gas, electricity, telephone, radio and television transmissions, heating fuel and other Services normally enjoyed by superior private residences ;
- (12) **"The Utilities"** mean the pipes, drains, watercourses, sewers, cables and other conduits for the passage of the Services;
- (13) The Masculine includes the feminine and neuter genders and the singular includes the plural;

- (14) Where two or more persons together constitute the Lessee all covenants and agreements on the part of the Lessee shall be deemed to be joint and several covenants and agreements of those persons.
- (B) The Lessor is at present developing the Estate as a residential complex and has erected or is in the course of erecting thereon Apartment Blocks March together with ancillary services and amenities.
- (C) The Lessor has:
- (a) previously granted or intends hereafter to grant Leases of the Apartments;
 - (b) has in every such assurance and intends in every future such assurance to impose restrictions and stipulations similar to the restrictions and stipulations contained in the Fourth Schedule (with minor differences) to the intent that any owner for the time being of any Apartment may be able to enforce the observance of the said restrictions and stipulations by the owners and occupiers for the time being of the other Apartments.
- (D) The Lessor has agreed to convey to the Management Company the Estate subject to and with the benefit of the Leases of Apartments, Leases of Easements and other encumbrances affecting the Estate on the completion of the development and the completion of the sale of all of the Apartments in the manner and subject to the terms of the Management Company Agreement (a copy of which has already been furnished to the Lessee).
- (E) The Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the Premises for the consideration and at the rent and on the terms hereinafter appearing and the Management Company has agreed to join in these presents in the manner and for the purposes hereinafter appearing.
- (F) The Lessee is a member of the Management Company.

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of **£117,000.00** now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants on the part of the Lessee hereinafter reserved and contained the Lessor as beneficial owner hereby demises and the Management Company hereby demises and confirms unto the Lessee **ALL THAT AND THOSE** the Premises together with the easements rights and privileges specified in the Third Schedule hereto and reserving unto the Lessor and its assigns the easements rights and privileges specified in the Second Schedule hereto **TO HOLD** the same unto the Lessee from the 1st day of March, 1999 for a term of 500 years for the yearly rent of 5p (if demanded) such rent to be paid on the 1st day of January in each year the first payment thereof being a proportionate part of the said yearly rent to be paid on the execution of these presents.
2. The Lessee hereby covenants with the Lessor and the Management Company so as to bind the owner for the time being of the Premises and so that this covenant shall be for the benefit and protection of all of the Apartments (other than the Premises) and the Common Areas and every part thereof and shall enure for the benefit of the Lessor and the Management Company and each of them and the owners of the Apartments (other than the Premises) and the persons deriving title under such owners to perform and observe the covenants obligations agreements stipulations and restrictions set forth in the Fourth Schedule hereto.
3. The Lessor hereby covenants with the Lessee that subject to the Lessee and all persons deriving title under him as the owner for the time being of the Premises complying with the covenants obligations agreements stipulations and restrictions set out in the Fourth Schedule hereto it the Lessor until the completion of the Management Company Agreement will observe and perform the covenants obligations and agreements set out in the Fifth Schedule hereto **PROVIDED THAT** on the completion of the Management

Company Agreement the liability of the Lessor under this covenant shall absolutely cease.

4. The Management Company hereby covenants with the Lessee that subject to the Lessee and all persons deriving title under him as the owner for the time being of the Premises complying with the covenants obligations agreements stipulations and restrictions set out in the Fourth Schedule hereto it the Management Company on and from the completion of the Management Company Agreement will perform and observe the covenants obligations and agreements set out in the Fifth Schedule hereto and references therein to the Lessor shall as and from the completion of the Management Company Agreement be deemed to be references to the Management Company.
5. Notwithstanding that the Estate is in the process of being developed as a residential complex in the manner hereinbefore recited the Lessor shall not be under any obligation to complete or cause to be completed such development and may alter such development (other than the Premises) as the Lessor may wish and the Lessee hereby agrees and confirms that he has not been induced to enter into this Lease by reason of the fact that any plan has thereon the present intended development of the Estate or any part thereof or by any representation by any person acting or purporting to act on behalf of the Lessor that the Estate (other than the Premises) shall conform in all or any respects with any plan and there is reserved to the Lessor full right and liberty to alter such development or to discontinue developing the Estate (other than the Premises) and to execute such works and erections thereon or any part thereof as the Lessor may think fit and notwithstanding anything contained in the Management Company Agreement the said Conveyance of even date of this Lease there is reserved to the Lessor full right and liberty to vary the location layout and extent of the Estate, the Retained Lands and the Common Areas including the exclusion of any part or parts therefrom and/or the inclusion of additional lands thereto (in which case references herein to the Estate the Retained Lands and the Common Areas shall be modified accordingly) **PROVIDED ALWAYS** that the Lessor shall have obtained any

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necessary Planning Permission for any such alteration (including alteration by way of discontinuance of the development) or variation.

6. The Lessor further covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall and may peaceably and quietly hold and enjoy the easements rights and privileges hereby derived during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it.
7. It is hereby agreed and declared that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one (21) days after becoming payable (whether formally or legally demanded or not) or if any covenant or agreement on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time hereafter to forfeit by notice in writing the easements rights and privileges hereby demised and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or conditions herein contained.
8. IT IS HEREBY CERTIFIED by the Purchaser being the person who becomes entitled under this Instrument to the entire beneficial interest in the property hereby transferred that he/she is an Irish citizen and is thus a qualified person within the meaning of Section 45 of the Land Act 1965.
9. AND IT IS HEREBY FURTHER CERTIFIED that the consideration for the sale is wholly attributable to residential property and that the transaction effected by this Instrument 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 residential property, or which would be so attributable if the contents of residential property were considered to be residential property, exceeds £ ~~170,000.00~~ 170,000.00

AND

10. IT IS HEREBY FURTHER CERTIFIED that Section 112 (as amended by the Finance (No. 2) Act 1998) of the Finance Act 1990 applies to this Instrument.

OR

AND IT IS HEREBY FURTHER CERTIFIED that;

- a. This Instrument gives effect to the purchase of a dwellinghouse upon the erection thereof,
 - b. On the date of execution of this Instrument there exists a valid Floor Area Certificate (within the meaning of Section 4 (2)(b) of the Housing (Miscellaneous Provisions) Act 1979) in respect of the said dwellinghouse
- and
- c. The Purchaser will occupy the dwellinghouse as his/her/their only or principal place of residence for the period specified in Section 49 (2B)(a)(ia) (inserted by Finance (No. 2) Act 1998) of the Finance Act 1969, and that no person will derive any rent or payment in the nature of rent (other than by virtue of a title prior to that of the Purchaser) for the use of the dwellinghouse.

AND

IT IS HEREBY FURTHER CERTIFIED that Section 112 (as amended by the Finance (No. 2) Act 1998) of the Finance Act 1990 applies to this Instrument.

11. The Lessor hereby assents to the registration of the Lease as a burden on Folio 12517 County of Wexford.

IN WITNESS whereof the Lessors have set their hand and affixed their seal, the Management Company has caused its Common Seal to be affixed hereto and the Lessee has hereunto set his hand and affixed his seal the day and year first herein written.

FIRST SCHEDULE

(The Premises)

ALL THAT the Apartment known or intended to be known as Unit No. 5 situate at Maryville Gardens, Courtown Harbour, Co. Wexford on the Estate including the floors and ceilings of the Apartment **BUT EXCLUDING** the roof, the external walls of the Apartment (other than the windows and the glass therein and the interior faces of the external walls and all structural parts of said walls within the Apartment) the joists and beams to which the floors and ceilings of the Apartment are attached and the supports, joists and beams to which the balconies are attached.

WHICH said Apartment is more particularly delineated on Plan 2 and thereon edged in Blue **TOGETHER WITH** the tanks sewers drains wires ducts and conduits used solely for the purposes of the said Apartment but no others.

AND IT IS HEREBY AGREED AND DECLARED that every internal wall separating the Premises from any other part of the Estate shall be a party wall severed medially.

SECOND SCHEDULE

(Easements Rights and Privileges excepted and reserved out of these presents)

There is excepted and reserved out of these presents in favour of the Lessor its Successors and Assigns for the benefit of the Retained Lands and any buildings which are now or may at any time hereafter be erected thereon and every part thereof the easements, rights and privileges following that is to say:

- (1) Free and uninterrupted passage and running to and from the Retained Lands and every part thereof of the Services through the Utilities which are now or may at any time hereafter be in under or over the Premises.
- (2) The right to connect up with and to cleanse repair and renew the Utilities which are now or may at any time hereafter be in under or over the Premises

and to construct in under or over the Premises new Utilities and to cleanse and repair and renew the same and for the aforementioned purposes to enter upon the Premises with workmen and others and all necessary implements making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by such works.

- (3) The right to support and shelter for other Apartments comprised in the same Apartment Block as the Premises.
- (4) Full right and liberty to execute such works and erections on the Retained Lands and every part thereof in such manner as the Lessor may think fit and notwithstanding that the access of light and air to the Premises may thereby be interfered with.
- (5) Power for the Lessor and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out their obligations under the terms of these presents.
- (6) The right to abandon vary or alter the plan and scheme of development of the Retained Lands and generally to deal with the Retained Lands or any part thereof without regard to any such plan or scheme of development.
- (7) All such other rights, privileges, easements and quasi-easements as belong to or are enjoyed or intended to be enjoyed by the Retained Lands over the Premises.
- (8) All such rights, privileges, easements and quasi-easements to which the Estate is subject and which may affect the Premises.

THIRD SCHEDULE

(Easements rights and privileges granted to the Lessee for the benefit of the Premises)

Full right and liberty for the Lessee his heirs executors administrators and assigns the owners and occupiers for the time being of the Premises and as appurtenant to the Premises in common with the Lessor the Management Company and all other persons who have or may hereafter have the like right;

1. At all times by day and by night and for the purpose only of the erection of the Apartment on the Premises and the use of the Premises with the Apartment thereon as a single private residence to pass and to re-pass on foot over the steps leading up to the main entrance to the premises.
2. At all times by day and by night and for the purpose only of the erection of an Apartment on the Premises and the use of the Premises with the Apartment thereon for the purpose only of a single private residence and (subject to such reasonable regulation for the common enjoyment thereof as the Lessor or the Management Company may from time to time prescribe) for the purpose of the enjoyment of the Common Areas with or without vehicles and other modes of transport to pass and re-pass over and along all roads and footpaths now or at any time hereafter laid on or over the Common Areas and the Access Road (save such right shall not include any right to park vehicles on the roads, footpaths or the Access Road);
3. To avail of the Services from and to the Premise through the Utilities which are now or may at anytime hereafter be in under or over the Retained Lands or any part thereof;
4. To connect up with and cleanse repair and renew the Utilities which are now or may at any time hereafter be in under or over the Retained Lands and to construct in under or over the Retained Lands new Utilities and to cleanse repair and renew the same and for the aforementioned purposes to enter

upon the Retained Lands with workmen and other and all necessary implements making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by any such works.

5. To support and shelter from other Apartments in the same Apartment Block as the Premises;
6. To use the Common Area other than any part or parts thereof the use of which is reserved exclusively for other Lessees including the right to park private motor car, motor cycles or bicycles the property of the Lessee, members of his family or persons visiting the Lessee in any car park set aside for that purpose subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor or the Management Company may from time to time prescribe;
7. To enjoy and exercise the benefit of all restrictions contained in the assurances of the Apartments (other than the Premises) granted or to be hereafter granted so far as the benefit thereof can in law accrue to the Premises or the Lessee.

PROVIDED ALWAYS and it is hereby agreed and declared that the above easements, rights and privileges are subject to and conditional upon the Lessee being a member of the Management Company and complying with the covenants obligations agreements stipulations and restrictions on his part set forth in the Fourth Schedule hereto.

FOURTH SCHEDULE
(Covenants by the Lessee)

The Lessee shall:

- (1) At his own cost within eighteen months from the date hereof erect and cover in and finish fit for immediate occupation and use in a substantial and workmanlike manner one Apartment on the Premises with the best materials

of their several kinds and in conformity in every respect both with plans elevations sections and specifications to be approved of by the Lessor and with all relevant Planning Permissions, Consents and Approvals and with all relevant Bye-Laws Statutes Regulations and Orders under the inspection of the Lessor or its agent.

- (2) Well and substantially repair cleanse maintain amend and keep the Premises and all buildings thereon and the Utilities in under or over the Premises.
- (3) Pay to the Lessor without any deduction:
 - (i) **A/Z** of the costs and expenses incurred by the Lessor in carrying out the obligations under and giving effect to the provisions of Clause 1 to the Fifth Schedule hereto;
 - (ii) **A/Z** of the costs and expenses incurred by the Lessor in carrying out the obligations under and giving effect to the provisions of Clause 2 to the Fifth Schedule hereto;
 - (iii) **A/X** of the costs and expenses incurred by the Lessor in carrying out the obligations under and giving effect to the provisions of Clause 3 to the Fifth Schedule hereto;
 - (iv) **A/W** of the costs and expenses incurred by the Lessor in carrying out the obligations under and giving effect to the provisions of Clause 4 to the Fifth Schedule hereto; and
 - (v) **A/V** of the costs and expenses incurred by the Lessor in carrying out the obligations under and giving effect to the provisions of Clause 5 to the Fifth Schedule hereto;

in which fraction

- "A" = the gross internal square footage of the Apartment erected on the premises;
- "Z" = the aggregate gross internal square footage of all the Apartments (including the Premises) erected on the Estate and sold by the Lessor;
- "X" = the aggregate gross internal square footage of all the Apartments (including the Premises) erected on the Estate and sold by the Lessor;
- "W" = the aggregate gross internal square footage of all the Apartments (including the Premises) forming part of Apartment Blocks containing internal Common Areas erected on the Estate and sold by the Lessor; and
- "V" = the aggregate gross internal square footage of all the Apartments including the Premises forming part of Apartment Blocks containing both internal Common Areas erected on the Estate and sold by the Lessor;

(which aforementioned costs and expenses are hereinafter called the "the Service Charges) subject to the following terms and conditions:

- (a) The amount of the service charges for the previous year shall be ascertained and certified annually by the Auditors of the Lessor on the 1st January in each or on such other day as the Lessor in its absolute discretion shall determine as being the date upon which the service charge shall be ascertained;
- (b) In ascertaining and certifying the service charges the Auditors shall act as experts and not Arbitrators and their Certificate (hereinafter called "the Certificate") shall be conclusive evidence that the service charges were actually incurred;

- (c) A copy of the Certificate for each year shall be supplied by the Lessor to the Lessee on written paper;
 - (d) Subject to the provisions of Paragraph (e) of this Clause on 1st January in each year after the date of these presents the Lessee shall pay to the Lessor such sum in advance and on account of the service charges as the Lessor shall in its sole discretion deem to be fair and reasonable payment in respect of the year then commencing;
 - (e) As soon as practicable after the issue of the Certificate the Lessor shall furnish to the Lessee an account of the Service Charges for the year to which the Certificate relates for which the Lessee shall be liable due credit being given therein for all payments made by the Lessee for the year in question or any part thereof and upon furnishing such account the Lessee shall forthwith pay to the Lessor the Service Charges or any balance found payable in respect thereof or there shall be allowed and repaid by the Lessor to the Lessee any amount which may have been overpaid by the Lessee (as the case may be);
 - (f) Notwithstanding any other provisions of this Clause the Service Charges payable by the Lessee for the year ending 31st December 1999 shall be £275.00 for a 1 Bedroom apartment and £350.00 for a 2 Bedroom apartment which sum shall be paid on the execution of these presents.
- (4) Pay Interest as the rate of four per cent (4%) per annum over the single A Rate of Interest charged by the Bank of Ireland in the Republic of Ireland ruling on the date upon which such sum becomes payable or if there shall be no such rate then twenty per cent (20%) per annum on any such which by any provision of this Schedule or any other provision of these present is made payable by the Lessee to the Lessor on demand or at a specified date such Interest to run from the date of demand or the specified date (as the case may

be) until the date of actual payment of the said sum and such Interest at the rate aforesaid shall be paid both before and after any judgement obtained.

- (5) Comply with and observe all reasonable regulations made by the Lessor consistent with the provisions of these presents to govern the use of the Common Areas provided that such regulations may be restrictive of acts done on the Common Areas detrimental to its character or amenity and any costs and expenses incurred by the Lessor in preparing such regulations or in supplying copies thereof or in doing works for the improvement of the Common Areas or in providing Services to the Lessee and the owners of the Apartments shall be deemed to have been properly incurred by the Lessor in pursuance of the obligations under the Fifth Schedule hereto notwithstanding the absence of any specific covenant or obligation by the Lessor to incur them.
- (6) Not to assign or let part only of the Premises.
- (7) Not to do any act or thing which shall be or may be or become a nuisance or annoyance to the Lessor or the owners or occupiers of any other part of the Retained Lands or any adjoining lands or Premises.
- (8) Not exhibit on any part of the Premises any signpost or advertisement of whatever nature so as to be visible from the Retained Lands save that it shall be lawful to exhibit a notice advertising a sale or letting of the Premises and/or a sign of a type first approved of in writing by the Lessor exhibiting a house name.
- (9) Not use or permit to be used the Premises for any purpose other than a single private residence.
- (10) Not at any time park or cause or permit to be parked on the Premises or on the Common Areas any vehicle other than a private motor car, motorcycle or bicycle the property of the Lessee or of a member of the Lessee's family or of a person visiting the Lessee or the Lessee's tenant's.

- (11) Maintain the Premises in first class decorative condition.
- (12) Not play or allow to be played any musical instrument, television radio loudspeaker or mechanical or other noise making instrument of any kind or permit any singing to be practised on the Premises so as to cause annoyance to the owners and occupiers of any other part of the Estate or so as to be audible outside the Premises between the hours of 12 midnight and 9 a.m.
- (13) Not hang or permit to be hung or exposed any clothes or other articles on the Premise so as to be visible from the Retained Lands.
- (14) Not shake or permit to be shaken any mats, carpets, sheets or other articles from any window of the Premises.
- (15) Not keep any bird or animal which in the opinion of the Lessor may cause annoyance to the owners and occupiers of any part or parts of the Retained Lands.
- (16) Not erect any external wireless or television aerial, satellite dish or other like instrument on the premises.
- (17) Not decorate the exterior or alter the external appearance of any of the buildings on the Premises without prior consent in writing of the Lessor.
- (18) Not dispose of any domestic waste otherwise than in the receptacle approved of by the Lessor and to bring such receptacle to an area designated for its removal.
- (19) Pay the rents hereby reserved at the times and in the manner specified in these presents without any deduction.
- (20) Allow the Lessor or its agent duly appointed with or without workmen and others at all reasonable times to enter upon and examine the condition of the

Premises and the Lessor may thereupon serve upon the Lessee a notice in writing specifying any repairs or works necessary to be done and for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within two months after the service of that notice proceed diligently with the execution of those repairs or works then the Lessor may enter upon the Premises and execute them and the cost of carrying out such works shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action.

- (21) Pay all rates, taxes, assessments, charges, impositions and outgoings which may at any time during the term hereby created be assessed, charged or imposed upon the Premises or the owner or occupier in respect thereof.
- (22) Do all such works as under any Act of the Oireachtas or rule of law are directed or necessary to be done on or in respect of the Premises (whether by the Landlord, Tenant or Occupier thereof) and keep the Lessor indemnified against all claims, demands and liabilities in respect thereof.
- (23) Not make any structural alterations or additions to the Premises without the prior approval in writing of the Lessor which approval may be granted subject to such conditions as the Lessor may see fit to impose.
- (24) (Without prejudice to the generality of Clause 24 hereof) not without the prior consent in writing of the Lessor make any alterations or additions whatsoever (structural or otherwise) or carry out thereon or therein any development within the meaning of the Local Government (Planning & Development) Acts, 1964/1993 as amended and extended (other than the use thereof as an amenity to the Apartment as a private residence) in such a manner as to be or become a nuisance or annoyance to the owners of any of the other Apartments or to detract from the amenities or of any of the other Apartments.
- (25) Not do or permit or bring in or upon the premises anything which may expose the premises or any other part of the Apartment Block in which the premises

is situate to any weight or strain in excess of that which the Premises or the Apartment Block is calculated to bear with due margin for safety.

- (26) Not keep or permit to be kept any petrol motor spirit or other inflammable or explosive material or any other material or substance in or on the premises or do or permit or be done any act or thing which may render void or voidable any policy or policies of insurance maintained by the Lessor in accordance with the Fifth Schedule hereto or which may cause an increase in the premium or premiums payable in respect thereof.

FIFTH SCHEDULE

(Covenants by Lessor/Management Company)

Subject to the payment by the Lessee of the Service Charges hereinbefore provided by the Lessor shall;

1. (a) Keep and maintain the Common Areas (other than the Apartment Blocks entrance gates to the Estate and the roads and footpaths thereon) and the Access Road including without prejudice to the generality of the foregoing all light fittings fountains, railings and steps leading to the Apartments and the Utilities passing in under or over the Common Areas (it being noted by the parties hereto that the roads, footpaths, light fittings and Services have not been and will not be taken in charge by the Local Authority) in good and substantial repair and condition;

- (b) Subject to the Lessor being able to effect Insurance against all or any one or more of the risks thereafter specified to insure and keep insurance in the name of the Lessor the Estate including the Premises the Apartment Blocks and the Apartments and all other structures now or hereafter erected on the Estate in the full re-instatement costs and including an inflationary factor (which cost and factor shall be determined by the Lessor from time to time) against damage by fire, explosion, lightning, impact, earthquake, aircraft, floods, storm, tempest, riots civil commotion and malicious damage bursting and overflowing of water tanks apparatus or pipes and including demolition and site clearance expenses architects quantity surveyors and other fees and taxes in relation to reinstatement and public liability and property owners liability and against such other risks as the Lessor may from time to time consider prudent and desirable (which perils and risks are hereinafter called "the Insured Risks") and to note the interest of (inter alia) the Lessee and any mortgage of the Lessees interest in the premises or in these presents on such policy of Insurance and on reasonable notice to produce for inspection and (at the Lessees expense) to furnish copies of such policy or policies to the Lessee.
- (c) In case the Apartment Block in which the premises is situate shall be destroyed or damaged by any of the Insured Risks then (subject to obtaining all the necessary Planning Permissions and all other necessary permits, licenses and approvals) and as often as shall happen to lay out as soon as possible all monies received in respect of such Insurance of that Apartment Block in or upon rebuilding, repairing or re-instating the Apartment Block in a good and substantial manner so as to be in keeping with the other Apartment Blocks.
- (d) Provided if the Lessor shall think fit the service of a Porter Caretaker or a Gardener and such other person or persons as the Lessor shall think necessary or desirable to manage and conduct or maintain the Estate in a condition suitable to a high class residential development and

without derogating from the generality of the foregoing the Lessor shall be entitled to appoint Managing Agents and to remunerate them properly for their service and to employ Architects, Surveyors, Solicitors, Accountants, Contractors, Builders, Security Personnel and other persons, firms or companies and to pay them all proper fees charges salaries wages costs expenses and outgoings.

- (e) Make such arrangements and regulations for car parking and for allotting car parking spaces in the Common Area (if such should be necessary) as the Lessor may deem appropriate.
- (f) Pay any rates that may be assessed on the Common Areas.
- (g) Keep the Common Areas (other than the internal Common Areas of the Apartment Blocks) adequately lighted.
- (h) Make provide and carry out such further matters things services and facilities for running the Estate as a high class residential development as the Lessor shall in its absolute discretion think fit.
- (i) Employ the services of Auditors to ascertain the amount of the expenditure incurred by the Lessor pursuant to this Schedule and the corresponding Schedules of the Leases of Apartments and the proportion thereof payable by the Lessee and the other owners of Apartments and related matters and to pay the reasonable charges and expenses of such Auditors.
- (j) Without prejudice to the rights of the Lessee and the rights of the owners of the other Apartments take all reasonable steps to enforce the observance and performance by the other owners of the Apartments of their obligations arising under their assurances (including Leases of Easements).

- (k) Build up a reserve fund to meet contingencies to meet major repairs and capital replacement in respect of such matters referred to in this Clause as to the Lessor may seem appropriate.
- 2. (a) Keep and maintain the entrance gates to the Estate and the roads and footpaths now or thereafter constructed on the Common Areas in good and substantial repair and condition.
 - (b) Build up a reserve fund to meet contingencies major repairs and capital replacement in respect of such matters referred to in this Clause as to the Lessor may seem appropriate.
- 3. (a) Keep and maintain all structural parts of the Apartment Blocks in good and substantial repair and condition.
 - (b) Build up a reserve fund to meet contingencies major repairs and capital replacement in respect of such matters referred to in this Clause as to the Lessor may seem appropriate.
- 4. (a) Keep and maintain all internal Common Areas of the Apartment Blocks (other than the structural parts thereof) in good and substantial repair and condition and adequately lighted.
 - (b) Build up a reserve fund to meet contingencies major repairs and capital replacement in respect of such matters referred to in this Clause as the Lessor may seem appropriate.

SIGNED SEALED AND DELIVERED
BY THE LESSORS IN
THE PRESENCE OF;

PRESENT WHEN THE COMMON SEAL
OF ARNEG VALE LIMITED
was affixed hereto:-

Susan Howell
Law Clerk
Gorey

James O'Donohoe

Director

Cathleen O'Donohoe

Director

Matt Lynch
Catherine Lynch

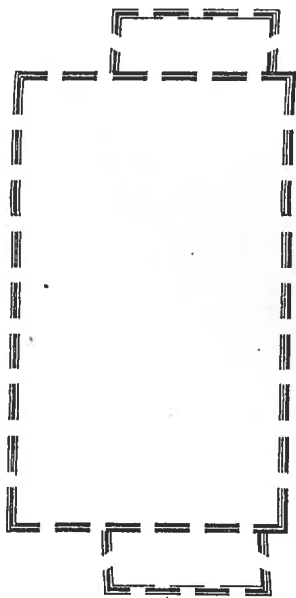
SIGNED SEALED & DELIVERED
by the LESSEE In the
Presence of:-

Phon [unclear]
RONAN TIERNEY
SOLICITOR
JAMES CODY & SONS
BAGENALSTOWN,
CO. DUBLIN

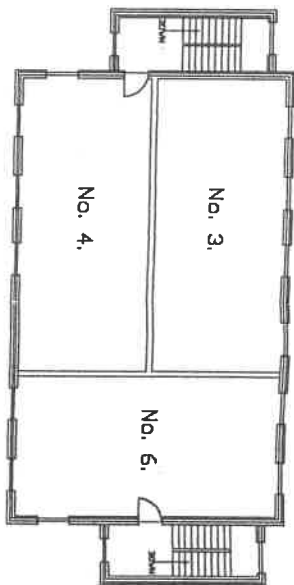
As Solicitors for the Lessor we hereby confirm that the Building Covenant contained
in the Fourth Schedule hereto has been complied with to the Lessor's satisfaction

Dated this day of 199

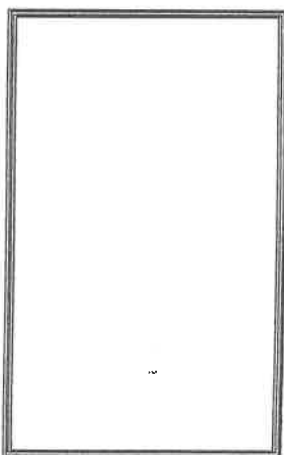
O'Doherty Warren Associates
O'DOHERTY WARREN AND ASSOCIATES,
SOLICITORS
CHARLOTTE ROW, GOREY,
CO. WEXFORD



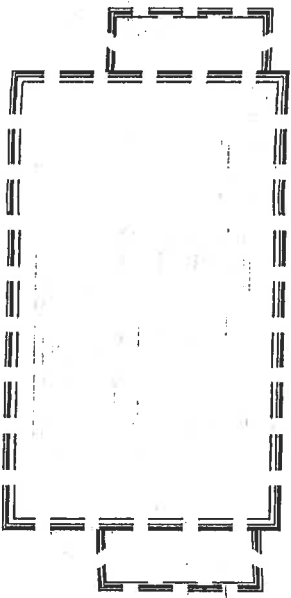
BASEMENT. 8.10 m O.D.



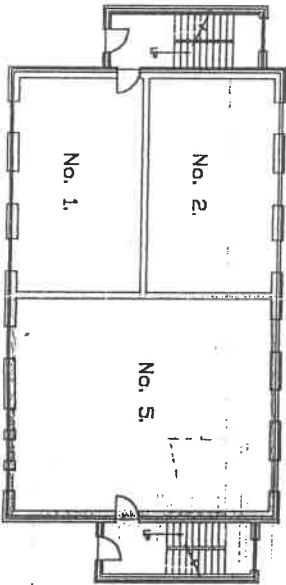
FIRST FLOOR LEVEL. 12.25 m O.D.
(FLOOR TO CEILING HEIGHT = 2.60 m.)



AIR SPACE. 15.05 m O.D.



SUB SOIL LEVEL. 7.60 m O.D.



GROUND FLOOR LEVEL. 9.25 m O.D.
(FLOOR TO CEILING HEIGHT = 2.80 m.)

W/SB 3 LAND REGISTRY *MAP 2*
**Scheme Map Approved
For Registration Purposes**

Warning
If this approved scheme map is altered difficulties
and delays will arise. Please inform the Registrar
immediately of the proposed changes to the map.
Dated 31st of April 1999.

John Steel
Chief Superintendent Mapping Branch



BLOCK 'B'
MARYVILLE GARDENS.

SCALE 1 1:200

DATE 1 26/3/99.

O.D. RELATES TO SPOT
LEVELS ON 1:2500 MAP.

Dated this day of 199

JAMES AND CATHLEEN O'DONOHUE

First Part

ARNEG VALE LIMITED
Second Part

Matthew Lynch

Third Part

=====
L E A S E
=====

O'DOHERTY WARREN & ASSOCIATES,
SOLICITORS
CHARLOTTE ROW,
GOREY,
CO. WEXFORD

REF: ODO222M5.EMH/SH