

Dated this ____ day of 20__

CORTIP DEVELOPMENTS LIMITED

ONE PART

TOLKA VALE MANAGEMENT LIMITED

SECOND PART

THIRD PART

LEASE

Daragh M. Keane Solicitors 9 The Hill Stillorgan Co. Dublin

THIS INDENTURE made the ___ day of ___ BETWEEN CORTIP DEVELOPMENTS LIMITED having its registered office at 168 Walkinstown Road, Dublin 12 (hereinafter called "the Lessor" which expression shall where the context so admits or requires include its successors and assigns and the person or persons for the time being entitled to the reversion immediately expectant on the expiration of the term hereby created) of the one part, AND TOLKA VALE MANAGEMENT LIMITED having its registered office at 9 The Hill, Stillorgan, County Dublin (hereinafter called "the Management Company" which expression shall where the context so admits or requires include its successors and assigns and the person or persons who have for the time being undertaken the obligations imposed on the Management Company) of the second part AND _____ of _____ (hereinafter called "the Lessee" which expression shall where the context so admits or requires include their heirs executors administrators, assigns and successors in title of the Lessee) of the third part.

WHEREAS

(A).

In these presents the following words shall unless the context otherwise indicates have the following meanings, that is to say! -

(1)

"The Plan" means the plan annexed hereto which shows the layout of the Premises to be demised as hereinafter defined.

(ii)

"The Estate" means ALL THAT AND THOSE that piece or plot of ground situate at Finglas Bridge, Finglas, in the City of Dublin laid out in the building estate known as Tolka Vale as more particularly outlined for identification purposes only on Map 2 annexed hereto and thereon surrounded by a green verge line.

(iii)

"The Apartment Block" means the Buildings now or hereafter to be erected and laid out on the Estate and divided into separate Apartments or Flats.

(iv)

"The Apartments" mean the Apartments comprised in the Apartment Block as hereinafter defined (including the Premises) which have been demised by way of

Lease substantially in the same form as this Lease (mutatis mutandis) and "Apartment" has a corresponding meaning.

(v) "The Apartment Leases" means the Leases of the Apartments which shall be in substantially in the same form as this Lease (mutatis mutandis).

(vi) "The Premises" means the plot of ground described in the first schedule hereto.

(vii) "The Common Areas" means those parts of the Estate other than the Apartments (including the Premises). For the purpose of clarity and without prejudice to the generality of the foregoing the Common Areas shall be deemed to include the roof covering, rafters, facias, soffits, barges, gutters and down pipes in the Estate.

(viii) "The Retained Lands" means the Estate other than the Premises.

(ix) "The Management Company Agreement" means an Agreement dated the _____ day of _____ 1998 and made between the Lessor of the one part and the Management Company of the other part.

(x) "The Management Services" means the services functions and obligations in relation to the Estate to be performed by the Lessor or the Management Company as the case may be which are specified in the Fifth Schedule hereto.

(xi) "The Services" means water, soil, sewage, waste, gas, electricity, telephone, radio and television transmissions, heating fuel and other services normally enjoyed by superior private residences in an urban area.

(xii) "The Utilities" means the pipes, drains, watercourses, sewers, cables and other conduits for the passage of the Services.

(xiii) "The Perpetuity Period" means the period of 21 years from the 1st day of January 1998.

(xiv) The masculine includes the feminine and neuter genders and the singular includes the plural.

(xv) When 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.

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(B). The Lessor is seized of an Estate in Fee Simple in possession of the Estate subject to:

(i) The Apartment Leases already entered into by the Lessor and/or the Management Company.

(ii) The Management Company Agreement.

(iii) All Easements, rights and privileges reserved in the Apartment Leases including this Lease.

(C)The Lessor is at present developing the Estate as a residential complex and has erected or is in the course of erecting Apartment Blocks thereon together with ancillary services and amenities.

(D). The Lessor has previously granted or intends hereafter to Grant Leases of the Apartments and the Lessor has in every such Assurance and intends in every future Assurance to impose 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.

(E) . The Lessor has agreed to convey to the Management Company the Estate in Fee Simple subject to and with the benefit of the rights, easements, covenants, obligations and agreements set out in the Leases of the Apartments, on the completion of the development and the completion of the sale of all 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).

(F). 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.

(G). The Purchaser is a member of the Management Company.

NOW THIS INDENTURE WITNESSETH

In pursuance of the said agreement and in consideration of the sum of _____ now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and in further consideration of the rents and covenants on the part of the Lessee and conditions hereinafter contained, the Lessor 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, excepting and reserving unto the Lessor and the Management Company and their Assigns according to their respective estates and interests in the Retained Lands for the benefit of the Retained Lands and any buildings which are now or may at any time within the perpetuity period be erected thereon and every part thereof the easements rights and privileges specified in the Second Schedule hereto TO HOLD the same unto and to the use of the Lessee as joint tenants from the 1st day of January 1998 for a term of 900 years YIELDING AND PAYING therefor yearly during the first ten years of the said term the yearly rent of One Pound and thereafter during the next ten years of the said term the yearly rent of One Pound Fifty Pence and thereafter in each succeeding year of the said term the yearly rent of Two Pounds such rent to be paid in advance on the 1st September in each year.

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 the Apartments in the Estate (other than the Premises) and the Common Areas and every part of the Estate and shall ensure 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 Purchaser 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 restrictions and stipulations 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 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 as

and from the completion of the Management Company Agreement will observe and perform the covenants obligations and agreements set out in the Fifth Schedule hereto and reference 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 anything contained in these presents or in the Management Company Agreement or in the memorandum and Articles of Association of the Management Company and 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 confirm in all 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 or 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 (in which case references herein to the Estate the Retained Lands and the Common Areas shall be modified accordingly) PROVIDED HOWEVER that the Lessor shall have obtained necessary Planning Permission for such alteration (including variation 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 on the part of the Lessee to be performed and observed, shall and may peaceably and quietly hold and enjoy the premises together with the Easements rights and privileges hereby demised during the term hereby created without any interruption or disturbance from or by the Lessor or any person or persons.

7. IT IS HEREBY CERTIFIED for the purposes of the stamping of this Instrument that this is an Instrument to which the provisions of Section 112 of the Finance Act 1990 do not apply by reason of the fact that the premises comprise a property under 125 square meters and in respect of which a Floor Area Certificate has issued.

8. IT IS HEREBY FURTHER CERTIFIED that the Premises and the Common Areas over which the said easements rights and privileges are granted are situate in the City of Dublin.

9. IT IS HEREBY FURTHER CERTIFIED that: -

(a) this instrument gives effect to the purchase of an apartment 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 apartment, and

(c) the Lessee/one or more of the Lessees/ a person or persons in right of the Lessee/ a person or persons in right of one or more of the Lessees will occupy the apartment as their only or principal place of residence for the period specified in section 91(2) (b) (new dwellinghouse/apartment with no floor area certificate) of the Stamp Duties Consolidation Act 1999, and that no persons 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 apartment or any part of it during that period.

OR

(d) IT IS HEREBY 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.

OR

(e) IT IS HEREBY CERTIFIED that the Lessee/one or more of the Lessees/ a person or persons in right of the Lessee/ a person or persons in right of one or more of the Lessees will occupy the apartment as their only or principal place of residence for the period specified in section 91 (2) (b) (new dwellinghouse/apartment with no floor area certificate) of the Stamp Duties Consolidation Act 1999, and that no persons 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 apartment or any part of it during that period.

(f) IT IS HEREBY CERTIFIED that the consideration: (other than rent) for the sale is wholly attributable to residential property and that the transaction hereby effected 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

£60,000.00/£100,000.00/£170,000.00/£250,000.00/ £500,000.00

(g) IT IS HEREBY CERTIFIED that this Instrument gives effect to the purchase of an apartment on the erection of that apartment and that Sections 29 (conveyance on sale combined with building agreement for dwellinghouse/apartment)/ 53 (lease combined with building agreement for dwellinghouse/apartment) and 91 (new dwelling house/apartment with floor area certificate) of the Stamp Duties Consolidation Act, 1999, do not apply.

IN WITNESS whereof the respective Common Seals of the Vendor and the Management Company have been 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 AND THOSE the apartment known or intended to be known as No.____Tolka Vale, Finglas Bridge in the city of Dublin on the Estate including the balcony(s) and 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) all structural parts of the external walls within the apartment the joists and beams to which the floors and ceilings of the Apartment and 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 TOGETHER with the Parking Space No.____ outlined on Map 3 annexed hereto, and thereon as more particularly coloured blue.

WHICH said Apartment is more particularly delineated for the purposes of identification only on the Plan, and there on edged in blue.

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 out of these presents in favour of the Lessor and/or the Management Company their respective 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 through and from the Retained Lands and every part thereof of the services through the utilities which are now or may at any time within the Perpetuity Period be in, under over or passing through the Premises (if any);
2. The right to connect up with (without being obliged to do so) and to cleanse repair and renew the Utilities which are now or may at any time within the perpetuity period be in under, over or passing through the Premises and (without being obliged to do so) within the perpetuity period 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 subjacent and lateral support and shelter and protection for the Retained Lands from the Premises;
4. Full right and liberty to execute such works and erections upon 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 be thereby interfered with;
5. The right with servants, workmen and others at all reasonable times on notice, (except in the case of emergency), to enter into and upon the Premises for the purpose of repairing, maintaining or renewing, altering, rebuilding the Retained Lands or any part thereof or any part of the Premises giving subjacent or lateral support or shelter to the Retained Lands and for the purpose of carrying out its obligations under this Lease or under any of the Apartment Leases;
6. Full right for the Lessor and its surveyors and agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter

the Premises for the purposes of carrying out their obligations under the terms of these presents;

7. All such other rights, privileges easements and quasi easements as belong to or are enjoyed or are 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 an Apartment on the Premises and the use of the Premises with the Apartment thereon as a single private residence to pass and repass on foot over the steps, hallways and corridors and communal areas of the Apartment Block of which the Premises forms part;

(2) At all times by day and by night and for the purpose only of the use of the premises as a single private residence and for gaining access to the Premises to use the lift in the Apartment Block of which the Premises forms part PROVIDED ALWAYS the Lessor shall be entitled to restrict access to or use of the said lift for the purpose of carrying out necessary repairs, maintenance and service thereof;

(3) 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 repass over and along all Roads and footpaths now or at any time hereafter laid on or over the Common Areas (save such right shall not include any right to park vehicles on the roads and footpaths);

(4) To avail of the Services from and to the Premises through the Utilities which are now or may at any time hereafter be in under or over the Retained Lands or any part thereof;

(5) 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 others and all necessary implements making good any damage

thereby occasioned but not being responsible for any temporary inconvenience caused by any such works;

(6) To support and shelter from other Apartments in the same Apartment Block as the Premises;

(7) To use the Common Areas other than any part or parts thereof the use of which is reserved exclusively for other Lessees (including the right to park private 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;

(8) 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 of 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:

(1) ____ of the costs and expenses incurred by the Lessor in carrying out the obligations under and giving effect to the provisions of the Fifth Schedule hereto (which aforementioned costs and expenses are hereinafter called "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 September in each year or on such other day as the Lessor in its absolute discretion shall determine as being the date upon which the service charges shall be ascertained;

(b) In ascertaining and certifying the service charges and the portion thereof which are referable to the Car Park, 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 request;

(d) Subject to the provisions of paragraph (e) of this Clause on the 1st September 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 account 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 1st September, 2000 shall be _____ which sum shall be paid on the execution of these presents;

(4) Pay interest at 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 sum which by any provision of this Schedule or any other provision of these presents 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 judgment 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 Apartment shall be deemed to have been properly incurred by the Lessor in pursuance of the obligations under the Fourth Schedule hereto notwithstanding the absence of any specific covenant or obligation by the Lessor to incur them;

(6) Not to assign or let the Premises (other than by way of Lease for a term not exceeding ten years or by way of mortgage) without first causing the person taking the assignment or lease to become a member of the Management Company;

(7) Not assign or let part only of the Premises;

(8) Not 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; (9) Not exhibit on any part of the Premises any signpost or advertisement of whatsoever 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;

(10) Not use or permit to be used the Premises for any purpose other than a single private residence;

(11) 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 motor cycle 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);

(12) Maintain the Premises in first class decorative condition;

(13) 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 practiced on the Premises so as to cause annoyance to the owners and occupiers of any other part of the Estate or so as to audible outside the Premises between the hours of 12 midnight and 9 a.m.;

(14) Not to hang or permit to be hung or exposed any clothes or other articles on the Premises so as to be visible from the Retained Lands;

(15) Not to shake or permit to be shaken any mats carpets sheets or other articles from any window of the Premises;

(16) Not to 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;

(17) Not to erect any external wireless or television aerial satellite dish or other like instrument on the Premises;

(18) Not to decorate the exterior or alter the external appearance of any of the buildings on the Premises without prior consent in writing of the Lessor;

(19) Not to 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;

(20) Pay the rents hereby reserved at the times and in the manner specified in these presents without any deduction;

(21) 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;

(22) Pay all rates, taxes, assessments, charges, impositions and outgoings which may at any time during the term hereby created by assessed, charged or imposed upon the Premises or the owner or occupier in respect thereof;

(23) Do all such work 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 claim, demands and liabilities in respect thereof.

(24) 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;

(25) (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) to the balcony (s) or carry out thereon or therein any development within the meaning of the Local Government (Planning and Development) Act, 1963 (other than the use thereof as an amenity to the Apartment as a private residence) or store or keep any goods or materials on the balcony(s) other than plant containers of a type approved by the Lessor or otherwise use or permit to be used the balcony(s) 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 any of the other Apartments or the Dwelling-houses.

(26) 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.

(27) 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 to 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 herein before provided for the Lessor shall;

1. (a) Keep and maintain the Common Areas 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 hereinafter specified to insure and keep insured 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 reinstatement cost 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 riot 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 Lessee's interest in the Premises or in these presents on such policy of insurance and on reasonable notice to produce for inspection and (as the Lessee's 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 necessary planning permissions and all other necessary permits licenses and approvals) and as often as shall happen to layout as soon as possible all monies received in respect of such insurance of that Apartment Block in or upon rebuilding repairing! or reinstating the Apartment Block in a good and substantial manner so as to be in keeping with the other Apartment Blocks;

(d) Provide if the Lessor shall think fit the Services 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 Services 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 Areas (if such should be necessary) as the Lessor may seem appropriate;

(E) 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 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 in particular the portion of such expenditure as is referable to the Car Park) 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 hereafter 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 (other than lifts and lift shafts) 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 the Lessor may seem appropriate;

4(a) Keep and maintain the lifts and lift shafts comprised in the Apartment Blocks in good and substantial repair and condition;

(b) Enter into such maintenance or such other contracts and effect and maintain such insurances in respect of such lifts and lift shafts as the Lessor may seem appropriate;

(c) 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.

SIXTH SCHEDULE

(Statutory Acknowledgement and undertaking as to Title Deeds)

The Lessor and the Management Company hereby acknowledges the right of the Lessee in common with all other persons so entitled to the production of the documents set out hereunder (possession of which is retained) and to the delivery of copies thereof and hereby undertakes with the Lessee for the safe custody of the said documents

1. Lease dated 22nd day of November 1933, Sir .Compton Meade Domville to Patrick Gleeson,
2. Certified copy Conveyance dated 7th day of April 1966, Patrick Gleeson to James Gleeson
3. Certified copy Conveyance dated 30th day of September 1968, Claud EF Hanbury Tracy Domville to Charles WJ Hanbury Tracy.
4. Certified copy Conveyance dated 2nd of June 1981 Charles WJ Hanbury Tracy to Michael James Gardiner.
5. Certified copy Conveyance dated 17th day of June 1982, Michael James Gardiner to James Gleeson.
6. Conveyance, Assignment and Transfer dated 9th day of November 1990, James Gleeson to Carlow Cable Vision Limited.
7. Conveyance, Assignment and Transfer dated 8th of May 1995 Carlow Cable Vision Limited to Cortip Developments Limited.
- Lease dated the 31st day of October 1972, Limited. Premier Cream Ices Limited to Carbery Distributors
9. Debenture dated the 14th day of November 1972 granted by Carbery Distributors Limited.
10. Release dated 20th of November 1980, HB Ice Cream Limited to Carbery Distributors Limited.
11. Lease dated 24th of November 1976, Carbery Distributors Limited to Des Cloonan.

12. Assignment dated 28th day of December 1978 Desmond Cloonan to Thomas Harvey.
13. Lease dated ____ day of _____ 1977 Carbery Distributors Limited to Margaret Rafferty.
14. Assignment dated 5th of August 1977, Margaret Rafferty to Thomas Harvey.
15. Assignment dated 24th of February 1981, Carbery Distributors Limited to Mulloy & Co. (Dublin) Limited.
16. Assignment dated 25th day of February 1981, Thomas Harvey to Mulloy & Co. (Dublin) Limited.
17. Copy Debenture dated 1st of December 1976 granted by Mulloy & Co. (Dublin) Limited.
18. Certified copy Deed of Appointment of Receiver dated 10th day of March 1983.
19. Assignment dated 13th day of December 1983, Mulloy & Co. (Dublin) Limited, John Kevin Woods and Allied Irish Banks Limited to Timothy P. Shanahan.
20. Assignment dated 10th day of February 1989, Timothy P. Shanahan, Shanahan Shipping and Transport Limited to Carlow Cable Vision Limited.
21. Assignment dated 8th day of May 1995, Carlow Cable Vision Limited to Cortip Developments Limited

PRESENT when the COMMON SEAL of the Lessor
was affixed hereto:

PRESENT when the COMMON SEAL of the Management Company was affixed
hereto:-

SIGNED SEALED AND DELIVERED by the LESSEE in the presence of:-

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 January 2000

Signed on behalf of the Lessor:-

Daragh M. Keane

Solicitors

9 The Hill,

Stillorgan,

Co. Dublin.