

Original

JOHN DUFFY & BERNADETTE DUFFY

-TO-

BALLAGHADERREEN PHARMACY LIMITED

LEASE

Property at Main Street, Ballaghaderreen, Co. Roscommon

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SUMMARY

(this Summary is for convenience of reference only and shall not be considered as part of or affect the construction of the Lease)

DATE:

PARTIES:

(1) John Duffy and Bernadette Duffy
(2) Ballaghaderren Pharmacy Limited

RENT:

€120,000.00 per annum plus vat

INITIAL PAYMENT:

1st October 2005

INSTALMENT DATES:

1st October; 1st January; 1st April; 1st July

RENT REVISIONS:

As per Lease provisions

TERM COMMENCES:

As per Lease provisions

TERM EXPIRES:

21 years from the date hereof unless terminated earlier in accordance with this Lease.

INSURANCE:

Fit out of the Building is the responsibility of the Lessees and is subject to the consent of the Lessors.

THIS LEASE is made on 23rd May 2006
Between:

John Duffy and Bernadette Duffy
of Kilcolman, Ballaghaderreen
in the County of Roscommon
(hereinafter called the "Landlords")

-and-

Ballaghaderreen Pharmacy Limited
having its registered office at
Main Street, Ballaghaderreen
in the County of Roscommon
(hereinafter called the "Tenant")

NOW THIS INDENTURE WITNESSETH as follows:-

SECTION 1.0 – INTERPRETATION

1.1 Definitions

For the purposes of this Lease the following words and expressions shall have the following meanings and interpretations:-

- (a) "Act of the Oireachtas", any act of Parliament or act of the Oireachtas or law of the European Economic Community now in force in the State and any such act or law which may hereinafter be 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.
- (b) "Determination of the Term", the determination of the Term whether by effluxion of time re-entry under the provisions hereof duly accepted Notice of Surrender or any other means or cause whatsoever.
- (c) "Instalment Days", each of the first days of 1st October; 1st January; 1st April; 1st July of the Term.



- (d) "Insured Perils", fire explosion lightning impact earthquake aircraft flood storm tempest riots civil commotion and malicious damage bursting or overflowing of water tanks apparatus drains sewers and pipes and other risks perils expenses losses as the Landlord in its sole discretion may require or as may be agreed between the Landlord and the Tenant.
- (e) "Interest Rate", the rate (to apply as well after as before any judgment) equal to the rate from time to time charged by Allied Irish Banks Limited as its AAA (overdraft) rate increased by 2%. If at any time during the currency of this demise it shall not be possible to calculate the said rate of interest payable by the Tenant the matter shall be referred to Arbitration in accordance with the provisions of paragraph 4 of the Fifth Schedule hereto.
- (f) "Landlord", the party hereto of the First Part 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.
- (g) "Planning Acts", the Planning and Development Acts 2000-2002 and any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder.
- (h) "Premises", specified in the First Schedule hereto.
- (i) "Rent", the rent from time to time hereby reserved including where the context so admits or requires the Rent as increased from time to time upon revision.
- (j) "Tenant", the party hereto of the Second Part, its successors and permitted assigns.
- (k) "Term", the term of years created by this Lease.
- (l) "Use", as a chemist shop and for ancillary uses.

1.2 Construction

- (a) Any reference in this Lease to any Act of the Oireachtas shall be deemed to include any amendment modification or re-enactment thereof for the time being in force.
- (b) Any covenant in this Lease by the Landlord or the Tenant not to do any act or thing shall extend to its not suffering or permitting the doing of that act or thing.
- (c) Any reference in this Lease to the doing or permitting of any act or thing by the Landlord or Tenant shall be deemed to include the doing or permitting of that act or thing by the workmen servants or other employees or duly authorised agent of the Landlord or of the Tenant.
- (d) All rights of entry exercisable hereunder by the Landlord shall extend to and include the Architects Engineers Surveyors Servants Contractors Agents Licensees and Employees of the Landlord.
- (e) The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa and words importing persons shall include firms or companies.
- (f) Words such as "hereunder" "hereto" "hereof" and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Lease and not to any particular section paragraph or sub-paragraph thereof.
- (g) Any reference to a section, paragraph or sub-paragraph shall be a reference to the Section, Clause, paragraph or sub-paragraph of the provision in which the reference occurs unless from the context it is clear that some other provision is intended.
- (h) Any interest due hereunder by the Tenant to the Landlord shall accrue from day to day as well after as before any judgment.

1.3 Captions

The Section headings 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.

SECTION 2.0 - DEMISE RENT AND COVENANTS

2.1 Demise, Rent and Covenants

- (a) The Landlord hereby demises unto the Tenant the Premises described in Part I of the First Schedule for the Term at the Rent set out in Part II of the First Schedule with the revisions set out in Part III of the First Schedule.
- (b) The Premises are demised together with the rights but excepting and reserving as set out in Parts I and II respectively of the Second Schedule hereto.
- (c) The Tenant covenants with the Landlord in manner set out in the Third Schedule hereto.
- (d) The Landlord covenants with the Tenant in the manner set out in the Fourth Schedule hereto.
- (e) The demise made is subject to the provisions matters and things set out in the Fifth Schedule hereto which are hereby agreed and declared by and between the Landlord and the Tenant.

2.2 Certificate

- (a) It is hereby certified that the Tenant is a qualified person under Section 45 of the Land Act 1965 as amended by Section 2(b) of SI No. 56 of 1995.

- (b) It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the value or the aggregate value of the consideration (other than rent) exceeds Euro
- (c) It is hereby certified that the Landlord and Tenant are not connected parties within the meaning of Section 29 of the Companies Act 1990.
- (d) It is hereby certified that section 53 (Lease combined with Building Agreement for dwelling house/apartment of the Stamp Duties Consolidation Act 1999, does not apply to this instrument.
- (e) It is hereby certified that the Landlord and Tenant are not connected parties within the meaning of Section 29 of the Companies Act, 1990 as amended.

IN WITNESS whereof the parties hereto have entered into these presents the day and year first herein written.

FIRST SCHEDULE

Part 1

The Premises

ALL THAT AND THOSE the premises situate at Main Street, Ballaghaderreen in the County of Roscommon being all of the property described in Folio 3192F of the Register County Roscommon and that part of the property marked "A" and shaded green of Folio 9220F County Roscommon as more particularly set out on the Map attached hereto and including:

1. the internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose the sale, but not any other part of such walls and columns;
2. the entirety of all non-structural or non-load bearing walls and columns therein;
3. the inner half severed medially of the internal non-load bearing walls (if any) that divide the same from other parts of the Building;
4. the floor finished thereof save that the lower limit of the Demised Premises shall not be extended to anything below the floor finishes (except that raised floors and the cavity below them shall be included);
5. the ceilings finishes thereof, including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes (except that the cavity above any suspended ceiling finishes shall be included);
6. all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames;
7. all sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein and all fire fighting equipment and hoses therein;
8. all Conduits therein and exclusively serving same.

Held subject to the conduits, terms and conditions.

PART II

The Term and Initial Rent

THE TERM

21 years commencing on the 1st of October 2005

THE RENT

The Tenants shall pay during each of the first five years of the Term the yearly rent of Euro €120,000.00 per annum plus vat and thereafter during each of the successive periods of five years a rent equal to:-

- (a) the Rent payable hereunder during the preceding period; or
- (b) such revised rent or rents as may from time to time be ascertained in accordance with the provisions in that behalf contained in Part III of this Schedule;

whichever shall be the greater.

AND the Rent in respect of each year of the Term is to be paid in advance on the Instalment Days the first payment of the rent to be made on the date hereof to cover the period from the Term Commencement Date up to the next Instalment Day.

Insurance

The amount or amounts payable by the Tenants pursuant to the Tenants' covenant hereinafter contained in Clause 1(h) in respect of insurance effected from time to time by the Landlords such additional payment to be payable at the times and in the manner specified at the said Clause 1(h). The rights and remedies available to the Landlord for the recovery of rent shall apply to the recover of all insurance premiums and all sums payable under this Lease together with interest thereon.

PART III

Provisions as to Rent Revision (Arbitrator)

1. The revised rent referred to in this Lease in respect of any of the periods therein mentioned may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) be determined not earlier than the date of commencement of such period ("the Review Date") by an Arbitrator such Arbitrator to be nominated (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 Review Date) of either the Landlord or the Tenant by the Chairman (or other officer endowed with the functions of such Chairman) of:-
 - (a) the Society for Chartered Surveyors in the Republic of Ireland; or
 - (b) such Body of Professional Surveyors or Valuers as (in the event of such Branch not then being in existence) shall for the time being have undertaken in the Republic of Ireland the functions (in the activity of property valuation) currently performed by such Branch or (should the Chairman or other officer as aforesaid be unwilling or unable to make the nomination) by the next Senior Officer of such Branch or Body who is willing and able to make the nomination or (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 other officer endowed with the functions of such President) of the 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.
 - (c) 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 therein set forth (other than as to the amount of initial rent thereby reserved);

- (d) the assumption that at and until the Review Date all the covenants and conditions 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); and
- (e) having regard to other open market rental values current at the Review Date in so far as the Arbitrator may deem same to be pertinent to the matters under consideration by him;

but disregarding any effect on letting value of:-

- (i) the fact that the Tenant has been in occupation of the Premises;
 - (ii) the goodwill which shall have attached to the Premises by reason of the business carried on thereat;
 - (iii) any works including fit out works executed by and at the expense of the Tenant or any predecessor in title of the Tenant (or any party lawfully occupying the 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.
2. All such arbitrations as aforesaid shall be conducted in accordance with the provisions set forth in the Arbitration Act, 1998 or in any Act or Statutory Rule or Order extending amending modifying or replacing the same and for the time being in force.
3. If the revised rent in respect of any period (the "Current Period") shall not have been ascertained on or before the Review Date referable thereto the Rent shall continue to be payable up to the gale day next succeeding the ascertainment of the revised rent at the rate payable during the preceding period AND on such gale day the Tenant shall pay to the Landlord the appropriate instalment of the revised rent together with:-

(a) any shortfall between:-

- (i) rent actually paid for any part of the Current Period; and
- (ii) rent at the rate of the revised rent attributable to the interval between that Review Date and such gale day (other than the said appropriate instalment if payable in arrear).

(b) any interest on the said shortfall at the Interest Rate from the Review Date then last passed.

For the purpose of this Lease the revised rent shall be deemed to have been ascertained on the date when the same shall have been agreed between the parties or as the case may be on the date of the notification to the Tenant of the award of the Arbitrator.

4. If there should be in force at the commencement or during the currency of any relevant period any Statute or Order (directly or indirectly) prohibiting or restricting an increase of rent in respect of the Premises the provisions of this Schedule 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.
5. When and so often as the revised rent shall have been ascertained pursuant to the provisions herein set forth memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and shall be annexed to this Lease and its counterpart and the parties shall bear their own costs in relation to the preparation and completion of such memoranda. Stamp duty on such memoranda shall be borne by the Tenant.

SECOND SCHEDULE

PART I

Rights granted to the Tenant

1. Passage of Services for the Tenant

The free and uninterrupted passage and running of water soil gas electricity and other non-deleterious matter (in common with the Landlord and the other tenants of the Landlord and all other persons thereto entitled) through the appropriate sewers drains pipes wires watercourses and channels now or hereafter during the Term constructed upon the land belonging to the Landlord for the service of the Premises.

2. Support for the Premises

Full rights of support from all adjoining and neighbouring land of the Landlord and of shelter support and protection from all other buildings of the Landlord capable of providing the same.

PART II

Rights excepted and reserved to the Landlord and Others

1. Passage of Services for the Landlord

The free and uninterrupted passage and running of water and soil gas electricity and other non-deleterious matter from and to any adjoining or neighbouring buildings or structures (now or hereafter constructed) or land through the appropriate sewers drains pipes wires watercourses and channels which now are or may hereafter during the Term or any extension of the Term or any renewal of the Lease be upon in or over the Premises.

2. Entry

The full and free right and liberty to the Landlord to enter (after at least two days notice except in the case of emergency) upon the Premises at all reasonable times for the purpose of connecting laying inspecting repairing cleansing maintaining amending altering replacing relaying or renewing any sewer drain main pipe wire cable watercourse channel conduit or subway and to erect construct or lay in over under or across the Premises any sewers drains mains pipes wires cables poles structures fixtures or other works for the drainage of or for the supply of water, gas, electricity, telephone, heating, steam, radio and television signals and other services to other premises causing as little inconvenience as possible to the Tenant.

3. Support for other property

Full rights of support in so far as the buildings comprised in the Premises now afford such shelter and protection from the Premises for the adjoining land and buildings (including premises above and below the Premises if any) of the landlord and the Landlord's other tenants.

THIRD SCHEDULE
Covenants by the Tenants

1. Payments by the Tenant

(a) Rent

To pay the Rent to the Landlord by equal (except in the cases where these presents permit or require otherwise) quarterly payments in advance on the Instalment Days in each year without any deduction and so proportionately for any fraction of a year.

(b) Revised Rent

If the Rent shall be increased from time to time pursuant to the provisions of Parts II and III of the First Schedule hereto to pay from the Review Date the Rent so increased on the Instalment Days and the Rent as so increased shall remain payable until the next rent revision or the Determination of the Term as the case may be.

(c) Rates and Taxes

To pay and discharge all rates taxes assessments impositions duties charges and outgoings whatsoever whether parliamentary local or otherwise which are now or may hereafter become payable in respect of the Premises whether by the owner or occupier thereof to include all water, refuse collection, ESB, heating and lighting and internet charges to include the portion of the premises in which the Post Office is situate.

(d) 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 in or in contemplation of any application to the Landlord for any consent pursuant to the covenants herein and of any

notice or proceedings under Section 14 of the Conveyancing and Law of Property Act 1881 by the Landlord notwithstanding that forfeiture shall be avoided otherwise than by relief granted by the Court and of the preparation and service of any schedule of dilapidations served during or after the Determination of the Term and to keep the Landlord fully indemnified in respect thereof.

(e) Repair Costs

If from time to time and at any time the Tenant shall be in breach of the Tenant's obligations under repair and maintenance (Third Schedule Section 2.00) and after due notice in writing the Landlord shall exercise the Landlord's rights hereunder and remedy such breach or breaches to pay to the Landlord on demand the amount or amounts expended by the Landlord in effecting such remedy and on such demand such amount shall be deemed to be a liquidated debt due by the Tenant to the Landlord and recoverable as such.

(f) Stamp duty

To pay the stamp duty on the original and on the counterpart of this Lease (and any documents recording a rent revision hereunder) and to register this Lease in the Land Registry or Registry of Deeds as appropriate.

(g) V.A.T.

To pay to the Landlord on demand (subject to the appropriate invoicing procedures) the amount or amounts of Value Added Tax (if any) payable in respect of this Lease on the granting thereof.

(h) Insurance

To pay on receipt of 14 days notice to the Landlord from time to time during the Term a sum or sums equal to the amount of the insurance premium or premiums payable by the Landlord in effecting and maintaining insurance of the Building including loss of rent and service charge to the intent that upon the service by the

Landlord on the Tenant of a written notice same shall become a debt due by the Tenant to the Landlord and recoverable as rent in arrear.

2. Repair and Maintenance

(a) Repair of Premises

To repair and maintain the entire of the Premises in good and substantial repair order and condition and to deliver up the Premises to the Landlord at the Determination of the Term together with the Landlord's fixtures.

(b) Painting of Premises

To paint from time to time (not being less than once in every four years of the Term) in a good and workmanlike manner all such parts of the outside of the Premises as have been or are usually painted and with every outside painting to make good all stucco work (if any) and from time to time not being less than once in every 4 years of the term and in like manner to wash paint whitewash whiten paper or colour all the inside woodwork ironwork walls and ceilings of the Premises and to regrain and varnish all parts of the Premises previously or usually grained and varnished and to maintain any metal or plastic finishes.

(c) Works

To do all such works as may be directed or required by any statutory authority or by any public or other authority to be done during the Term in respect of the Premises whether by the owner or occupier or landlord or tenant thereof and to indemnify and keep indemnified the Landlord against all claims and liabilities in respect thereof.

(d) Statutory Notices

To comply at the Tenant's own expenses with any statutory notice lawfully served by any local or public authority upon the Tenant concerning the Premises.

3. Use of the Premises

(a) Authorised Use

Not to use exercise or carry on or permit to be used exercised or carried on, on any part of the Premises any trade or business whatsoever other than that of chemist shop and for ancillary uses but subject always to and within the limits of the other provisions of this lease.

(b) Use and Insurance

Not to carry on upon the Premises any trade or occupation nor to do any other thing which may make void or voidable the insurance of the Premises against the Insured Perils.

(c) Nuisance use restriction

Not to do about the Premises anything which may be immoral or illegal or a nuisance or an annoyance or a disturbance to the Landlord or any of its Tenants or the neighbourhood.

(d) Insurance use restriction

Not to do on the Premises anything which may render payable any increased or extra premium for such insurance without the prior consent of the Landlord (which consent may be subject to conditions).

(e) Planning use restriction

Not to contravene or permit to be contravened the Planning Acts by any act or omission.

(f) Advertisement restriction

Not to place or erect any advertisement or advertisement board or illuminated sign or anything whatsoever in the nature of an advertisement by display of lights or otherwise (other than signboards and fascias setting forth the names and trades or business of the Tenant upon the exterior of the Premises which in the opinion of the Landlord or its Managing Agents are of reasonable size and of a character appropriate to such trade or business) without the prior consent of the Landlord.

(g) Auctions

Not to hold any sale by auction on the Premises without the Landlord's consent.

(h) Development

Not without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed to make any material change in the use of the Premises or any part thereof and not to institute any such change of use if it involves development within the meaning of the Planning Acts save as hereinafter provided.

(i) Planning

With such consent as aforesaid to make application to the Planning Authority as defined by the Planning Acts and to any other authorities concerned for any permission which may be required in connection with the making of the said change of use and such application shall if the Landlord so directs be made in the name or on behalf of the Landlord and all other persons (if any) for the time being interested in the Premises.

(j) Notices re planning

To give to the Landlord notice of the decision upon any such application within seven days of the receipt thereof from the Planning or other Authority (or in the case of any application upon which the said Authority is required to give notice of its decision and fails to do so to notify the Landlord of such failure).

(k) Buildings and additions prohibition

Not to erect any new building on the Premises nor to make any addition to or alteration in the plans elevation or construction of any building comprised in the Premises without the consent of the Landlord provided that the Landlord hereby consents to the carrying out by the Tenant of such development, upgrading works and alterations as may be required by the Tenant during the Term for the purpose of the authorised use of the Premises so as to service the evolving needs of pharmacies and to comply with legislative demands subject to the Tenant obtaining all necessary planning permission for such development and works.

(l) Removal of unauthorised structures

Forthwith on demand to pull down and remove any erection addition or structure made in breach of the foregoing clauses and also upon such demand to amend restore replace or rebuild the Premises according to the original plans and elevation thereof.

(m) Compliance with legislation

To comply with all relevant requirements of the Factories Act 1916 to 1955 or any similar Act of the Oireachtas affecting the use of the Premises.

4. Alienation

(a) No assignment and underletting of part

Not to assign licence underlet part with possession or sublet or share possession or occupation of part only of the Premises.

(b) No assignment or underletting of whole without consent

Not without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed but which may be subject to reasonable conditions) to assign underlet or part with or sublet or share possession or occupation of the whole of the Premises. That is to say:-

- (i) The Tenant shall prior to any such assignment or under-letting apply to the Landlord and give all reasonable information concerning the proposed transaction and concerning the proposed assignee or under-Lessee as the Landlord may require.
- (ii) The Landlord's consent to any such assignment or underletting shall be given in writing and the Tenant shall pay the reasonable costs in connection with such consent.
- (iii) In the case of an assignment to a limited liability Company of unproven financial standing it shall be deemed reasonable for the Landlord to require that two Directors of standing satisfactory to the Landlords shall join in such consent as aforesaid as Sureties for such Company in order jointly and severally to covenant with the Landlord as Sureties that such Company will pay the said rents and perform and observe the said covenants and indemnify and save harmless the Landlord against all loss damages costs and expenses arising by reason of any default by the Company and such covenant shall further provide in the usual form that any neglect or forbearance of the Landlord shall not release or exonerate the Sureties and shall further provide for the Sureties to accept a new lease of the Premises

upon disclaimer of these presents by the Company or on its behalf if so required by the Landlord within three months of such disclaimer such new lease to be for the residue then unexpired of the term hereby granted and at the rents payable and subject to the same tenant's covenants and to the same provisos and conditions as those in force immediately before such disclaimer and such guarantee to be granted at the cost of the Sureties in exchange for a Counterpart duly executed by the Sureties.

- (iv) In the case of the under-Lease the same shall be of the entire of the Premises at the then current market rent without any deduction whatsoever and without a fine or premium or the rent payable hereunder at the time of the granting of such under-Lease (whichever is the higher) and the under-Lessee shall if required by the Landlord enter into a direct covenant with the Landlord to perform and observe all the covenants (other than that for payment of the rent hereby reserved) and conditions herein contained and every such under-Lease shall also be subject to the following conditions, that is to say that it shall contain:-

- I. an unqualified covenant on the part of the under-Lessee not to under-lease or part with or share the possession of the whole or part only of the Premises thereby demised.
- II. a covenant on the part of the under-Lessee not to assign the premises thereby demised without obtaining the previous consent in writing of the Superior Landlords under the Landlords Lease (if any) and of the Landlord.
- III. a covenant condition or proviso under the rent reserved by the under-Lease shall be reviewed at least every five years and if every five years the Review Date has herein defined shall be the day which is six months after the Review Dates in this Lease (notwithstanding that this provision may necessitate a first review before the expiration of five years from the

commencement of the under-Lease) but otherwise in the same terms as provided in this Lease).

IV. a covenant condition or proviso under which the rent from time to time payable under such under-lease shall not be less than the rent from time to time payable hereunder save for the six monthly period between the Review Dates of this and the under-Lease as hereinbefore provided.

V. covenants and conditions in the same terms as nearly as circumstances admit as those contained in this Lease.

(c) Notice of alienation

Without prejudice to the other provisions of this Clause 4.00 not later than one month after any assignment underletting or devolution of the Premises to produce to the Landlord for registration the relevant instrument with a copy for retention by it.

5. Miscellaneous

(a) To permit entry for inspection, repair

- (i) To permit the Landlord at all reasonable times at a convenient hour and by prior appointment except in emergency to enter the Premises to clear drains or repair any adjoining buildings or for any other proper purposes as often as required.
- (ii) To permit the Landlord at all reasonable times at a convenient hour and by prior appointment except in emergency to enter the Premises to view the same to ensure that nothing has been done therein constituting a breach of any of the covenants herein and also to examine the condition of the Premises and of all such breaches of covenant for which the Tenant may be

liable to give to the Tenant notice in writing to remedy the same within two calendar months thereafter.

(iii) In case of default by the Tenant in so doing it shall be lawful for the Landlord to enter the Premises to remedy such breaches.

(b) Destruction - insurance irrevocable

In the event of the buildings included in the Premises or any of them or any part thereof being destroyed or damaged by any of the Insured Perils and the insurance money under any policy of insurance effected thereon by reason of any act or default of the Tenant being wholly or partially irrecoverable forthwith in every such case to rebuild and reinstate at the Tenant's expenses the buildings so destroyed or damaged to the satisfaction of the Landlord; the Tenant being allowed towards the expenses of doing so upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under such insurance as aforesaid.

(c) Accident on the premises

To indemnify the Landlord against all actions claims costs damages and expenses arising out of any accident happening or injury suffered by the Tenant its invitees licensees servants agents officials or any other person or persons on at or near the Premises arising through the neglect omission or default of the Tenant.

6. Landlord Expenses

To pay and indemnify the Landlord against all reasonable costs and expenses properly incurred by the Landlord in relation to:-

- (a) the preparation and service of any notice and of any proceedings under the 1860 Act or the 1881 Act;
- (b) the preparation and service of any notice and schedule relating to disrepair;

- (c) the recovery or attempted recovery of arrears of rent of other sums payable under this Lease;
- (d) procuring the remedying of any breach of covenant by the Tenant;
- (e) any application for consent required under the terms of this Lease (whether such consent is granted or not);
- (f) any other action taken at the request of the Tenant.

7. Statutory Requirements

- (a) At the Tenant's own expense to comply in all respects in relation to the Demised Premises with:-
 - (i) all obligations and requirements arising from or under any statutory provision or imposed under powers conferred on any authority or court of competent jurisdiction;
 - (ii) Any reasonable demand by the Landlord for production of plans, documents and 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.
- (b) Upon receipt of any notice or order relating to the 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:
 - (i) to furnish the Landlord with a true copy thereof and any further particulars required by the Landlord.
 - (ii) to take all necessary steps to comply with the notice or order

- (iii) 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 reasonable require.

8. Encroachments and easements

- (a) Not to stop up, darken or obstruct any window, rights of light or rights of way belonging to the Premises.
- (b) Not to permit any new easement, encroachment or any other third party rights to be made or enjoyed over or in respect of the Premises or to acknowledge their existence or to grant any such rights.
- (c) As soon as the Tenant is aware of any attempt to claim or exercise such third party rights, forthwith to give written notice thereof to the Landlord and, at the request of the Landlord, to take such steps as may be reasonably required by the Landlord to prevent their acquisition or otherwise deal with them.

9. Reletting and planning application notices

To permit the Landlord at all reasonable times during the last six months of the Term to enter upon the Premises and affix and retain without interference upon any suitable parts of the Premises (but not so as materially to affect the access of light and air to the Premises) notices of reletting the same and, as appropriate, any site notice relating to a planning application and to permit all persons with the written authority of the Landlord or its agent to view the Premises at all reasonable hours in the daytime upon prior notice having been given.

10. Indemnity

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

- (i) breach by the Tenants of any of the provisions of this Lease.
 - (ii) The use of or works carried out on or to the Premises during the term.
 - (iii) any act, neglect or default by the Tenants or any person on the Premises with its actual or implied authority.
- (b) effect and keep in force such public liability, employers liability and other policies of insurance to include cover for contents, stock and equipment (to the extent that such insurance cover is available) as may be necessary to cover the Tenants against any claim arising under the preceding sub-clause and to extend such policy or policies so that the Landlords is indemnified by the insurers in the same manner as the Tenants.
- (c) Whenever required to do so by the Landlords, to produce to the Landlords 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. Insurance

- (a) Not to do or permit to do anything which might cause any policy of insurance relating to the Premises or the building or any adjoining property owned by the Landlords to become void or voidable wholly or in part nor ~~(unless the Tenant has previously notified the Landlords and agreed to pay the increased premium)~~ to do anything where by any abnormal or loaded premium may become payable.
- (b) Subject to the Landlords furnishing the Tenants with a copy of any policy of insurance effected ~~under Clause 5.4~~ ^{hereunder} to comply, at the Tenants' own expense, with all the requirements under that policy and the recommendations of the insurers relating to the Premises.
- (c) If so requested by the Landlords, to insure and keep insured in the joint names of the Landlords and the Tenant any glass forming part of the business 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 be approved by the Landlord.

(d)

To pay within seven days of their becoming payable all premiums relating to any such insurance and, whenever reasonably required by the Landlord, to produce the policy of insurance and the receipt for the current year's premium.

12. Registration of Company

To comply with all statutory requirements necessary to ensure that the Tenant remains on the register of companies. Furthermore the Tenant hereby Covenants and Undertakes that there will be no change in the Directors/Secretary of the Company, who are at present Paul Davey and James Geraghty, without the prior consent in writing of the Landlord.

FOURTH SCHEDULE

(Covenants by the Landlord)

1. Quiet Possession

That the Tenant upon paying the Rent and observing and performing the Tenant's covenants herein contained shall and may peaceably hold and enjoy the Premises during the term without any interruption or disturbance from or by the Landlord or any person lawfully claiming by through or under or in trust for the Landlord.

2. Insurance

Subject to being duly put in funds by the Tenant in accordance with Clause 1(h) of the Third Schedule hereof to insure and keep insured (to the fullest extent that insurance is reasonably procurable) the Tenant's name being noted on the policy the Premises against the Insured Perils together with Architects and Quantity Surveyors' and other consultants fees and three years loss of rent, all stamp duty and service charge or other taxation payable on any building contract and at the request of the Tenant to produce the Policy or a copy thereof and the latest premium receipt to the Tenant.

3. Re-Instate

In case the Premises or any part thereof shall be destroyed or damaged by any of the Insured Risks so as to render the Premises unfit for use and occupation and the insurance shall not have been vitiated or payment of the policy monies refused in whole or in part as a result of some act or default of the Tenant or any Under-Tenant or any person under its or their control, then the Rent reserved by this shall be suspended until the Premises or the part destroyed or damaged shall be again rendered fit for use and occupation and accessible.

In the case the Building or any part thereof shall be destroyed or damaged by fire or from any of the Insured Risks then (subject to the Landlord obtaining Planning Permission and all other necessary permits licences and approvals) and as often as shall

happen to lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon re-building repairing or reinstating the demised premises in a good and substantial manner and making up any shortfall from its own monies unless the relevant policy shall have been vitiated or rendered less than fully effective by any act neglect default or omission on the part of the Tenant.

Provided Always:-

that in the event of the Landlord being unable to reinstate the Premises substantially in accordance with its existing plan and elevation due to refusal of planning or other approvals consents or licences within a period of 2 years from such destruction then the Tenant shall have the right by giving 2 months notice in writing to the landlord expiring on any day to terminate this present Lease on the expiration of such notice the Tenant agrees to surrender this Lease when called upon by the Landlord so to do.

FIFTH SCHEDULE

Provisos matters and things agreed and declared by and between the parties

1. Re-Entry

If the Rent or any part thereof shall remain unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant or conditions herein contained shall not be performed or observed or if the Tenant being a company shall enter into liquidation (whether compulsory or voluntary) save for the purpose of amalgamation or reconstruction or if the Tenant being an individual shall enter into a composition with his creditors or commit any act of bankruptcy or have a receiving or adjudication order made against him or if the Tenant shall suffer any execution or attempted execution to be made against any of the Tenants effects then and in any of the said cases it shall be lawful for the landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any arrears of Rent or any antecedent breach of covenant.

2. Consents of Landlord to be in writing

- Any approval licence or consent or notice or request by the Landlord for any of the purposes of this Lease shall be in writing and shall be sufficient as regards the Landlord if it purports to be signed by a duly authorised officer and the giving of the same shall be at the expense of the Tenant.

3. Covenants relating to other Property

Nothing herein contained shall confer on the Tenant any right to the benefit or to enforce any covenant or agreement contained in any Lease or Underlease or other instrument relating to any other property belonging to the Landlord.

4. Payments to be treated as Rent

All payments due hereunder by the Tenants to the Landlords shall for the purpose of recovery thereof be deemed to be Rent and recoverable as such.

5. Notice

Any document or notice requiring to be served on the Landlords or on the Tenants may be served on the Landlords by delivering it or sending it by pre-paid post addressed to the Landlords at the Landlords' registered office or such other address as the Landlords shall notify the Tenants in writing and may be served on the Tenants by delivering it or sending it by pre-paid registered post to the 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.

6. The Tenant hereby Covenants and Agrees that the Post Office currently situate in the premises will be allowed and permitted to remain there for a minimum period of 4 years from the date hereof without any charge being made in that regard by the Tenant to the Landlord. The Tenant will discharge all rates, taxes and outgoings including heating and light for the Post Office in accordance with Paragraph 1(c) of this Schedule. Furthermore it is agreed that the Landlord will have the option of extending the period for which the Post Office will be permitted to remain in the premises by the Tenant on the same terms and conditions as hereinbefore set out, for the remainder of the 21 year term of this Lease or such lesser period as the Landlord may decide to opt for, such Option to be exercised by way of a Notice in writing to be served by the Landlord on the Tenant or its nominated agent.

7. A payment of €330,000.00 plus V.A.T. is to be paid by the Tenants to the Landlords on the signing of this Lease. *This payment is in respect of Key money and is additional to the rent payable under this lease.*

8. The Tenants shall have the option to purchase the premises for a sum of €2,000,000.00 during the period from 1st October 2010 to 1st January 2011 only provided always that such option will apply and be exercisable only on the following conditions:-

- (a) The Option must be exercised and said purchase price will only apply during the period from 1st October 2010 to 1st January 2011.
- (b) The Tenants must give to the Landlords Notice of their intention to exercise the said option by Notice in writing served on the Landlords at least three calendar months prior to the ~~termination of this Lease~~. 1st October 2010.
- (c) An unconditional Contract to purchase the premises at the said price must be signed by the Tenants when said Contract is furnished to them by the Landlords' Solicitors upon receipt of the Notice referred to at Paragraph 8(b), and a deposit of 10% of the purchase price must be paid by the Tenants to the Landlords' Solicitors on signature of said Contract, so as to facilitate closing of the sale on or before the 1st of January 2011.
- (d) Both parties shall have the option to terminate this Lease within a period of six calendar months after the expiration of the fifth year of the term hereof (the "Option Date") subject to the following terms and conditions:-
 - (i) the party wishing to terminate must serve a Notice in writing on the other party to exercise the said right (the "Notice") at least six months prior to the Option Date.
 - (ii) Notwithstanding the service of the Notice the Tenants shall continue to be responsible for payment of all rent and outgoings payable on foot of this lease up to the Option Date.

(iii) The Tenants shall on or prior to the Option Date deliver to the Landlords the original of this Lease, together with all related title documentation (including a release or discharge of all mortgages, charges and other encumbrances, whether registered or not), and shall as beneficial owner delivery duly executed and stamped a Transfer or Surrender of this Lease and (if applicable) shall procure the cancellation of its registration in the Land Registry.

(iv) Any such termination shall be without prejudice to any antecedent breach by either the Landlords or Tenants of any of their respective covenants herein contained.

9. In the event that this Lease is surrendered or terminated prior to the expiry of the term hereof pursuant to the preceding paragraph or for any other reason whatsoever all V.A.T. liabilities arising on such surrender or termination shall be the responsibility of and be discharged by the Tenants, and the Landlords shall be fully indemnified by the Tenants in respect of any such V.A.T. liabilities.

10. Applicable Law

This Agreement is to be governed by and construed in accordance with the laws of the Republic of Ireland and the parties agree to submit to the jurisdiction of the Irish Courts.

Surveyed 1987
Revised 2003
Levelled 1986

Urban PLACE Map



DISCUSSION

MAP SCALES

1:1000
1:5000



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Scale: 1:1000
Scale: 1:1000

50 40 30 20 10 0

100 50 0 100 Feet

50 Metres
Plot Ref. No. 13928_1_6
Plot Date 25-JUN-2004



PRESENT when the Common Seal
of
was affixed hereto:-

John Duffin
Bernadette Duffin



Del at
Ballaghadereen
Pharmacy

PRESENT when the Common Seal
Of Ballaghadereen Pharmacy Limited
was affixed hereto:-

Paul Duffin.
[Signature]

LAND REGISTRY

REGISTERED AS A BURDEN IN
FOLIOS ^{3192F}_{9220F} OF THE REGISTER
COUNTY Roscommon

A2011RD018435J

We certify that the within

copy Lease

has been compared with and is a true
copy of the original

Dated 26th day of October, 2012

Signed John J. Gordon & Son
Solicitor, Ballina.

An tÚdaráis Clárúchain Maoine
The Property Registration Authority
Clarlann n nGníomhas
Registry of Deeds

- 5 AUG 2011

Baile Átha Cliath
Dublin

060387946

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