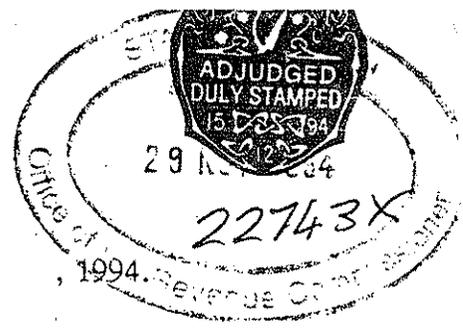
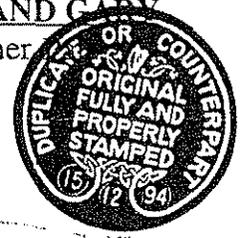


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18/11/94



THIS INDENTURE made the 18th day of November

BETWEEN LEWIS C. DOYLE and ITA DOYLE of Augustine Court, St. Augustine Street, Galway (hereinafter called "The Lessor") of the One Part and FRANCIS BURKE AND GARY BURKE of St. Mary's Road, Galway (hereinafter called "The Lessee") of the Other



WITNESSETH AS FOLLOWS:

Definitions:

A. In this Lease unless the context otherwise requires the following expressions have the meaning assigned to them respectively that is to say:

"THE LESSOR" shall where the context so admits include the Reversioner for the time being immediately expectant on the term hereby granted.

"THE LESSEE" shall include the Lessee's successors in title and assigns.

"WORDS" importing the masculine gender only include the feminine gender. Words importing the singular number only include the plural number and vice versa, and where there are two or more persons included in the expression "the Lessor or "the Lessee" covenants expressed to be made by "the Lessor" or "the Lessee" shall be deemed to be made by such persons jointly and severally.

Any Notice required or authorised to be served by this Lease shall be sufficiently served if served in the manner provided by Section 67 of the Conveyancing Act, 1881, or in the manner hereinafter provided.

"The Demised Premises" shall be deemed to include the fixtures, fittings and rights hereby demised subject to and with the benefit of the rights and easements set out in the Second and Third Schedules.

"The Planning Acts" shall be deemed to include the Local Government Planning & Development Act, 1963 and any Act or Acts for the time being in force amending, extending or replacing the same and any Orders, Regulations or Directions issued under or by virtue of the said Acts or any Act or Acts for the time being in force amending or replacing the same. Reference to any other Acts of Parliament shall where necessary or appropriate be deemed to include any Act or Acts amending, extending or replacing the

same and any Orders or Regulations made thereunder or under any such amending, extending or replacing Acts.

"Insured Risks" means all or any loss or damage or prospective loss or damage by fire, flooding, water, storm, tempest, lightning, explosion, earthquake, weather conditions, impact of aircraft and articles dropped therefrom, riot, civil commotion and malicious damage or bursting or overflowing of water tanks, apparatus or pipes and such further risks or perils to or in connection with the demised premises and the fixtures and fittings thereof and such fees, expenses, charges and monies of and incidental to the rebuilding, reinstatement or loss (whether total or otherwise) of the demised premises or any part thereof as the Lessor may from time to time reasonably deem it desirable to insure against including but not by way of exception;

- (i). Loss of two years rent from time to time payable out of the demised Premises.
- (ii). All expenditure or anticipated expenditure in the demolition and clearance of the demised Premises.
- (iii). A sum equivalent to fifteen per cent of the full replacement and reinstatement value of the demised Premises (determined in the manner hereinafter provided) in respect of Architects, Quantity Surveyors Engineers, and other professional and Consultancy fees.
- (iv). Property Owners Liability.

"Planning Legislation" means the Local Government (Planning and Development) Act, 1963 and any Act or Acts for the time being in force amending extending or replacing the same and any Orders, Regulations, or Directions issued under or by virtue of the said Acts for the time being in force.

"Month" shall mean each calendar month period commencing on the 1st day of each month. Should the term not run from such a date, then the rent shall be apportioned for the period prior to that date that the Lessee was in occupation.

B. IN CONSIDERATION OF THE RENT AND COVENANTS on the part of the Lessee hereinafter reserved and contained the Lessor hereby demises unto the Lessee ALL THAT the premises described in the First Schedule, (hereinafter called "The Demised Premises") **TO HOLD** the demised premises subject as aforesaid unto the Lessee for the

term of thirty-five years from the 14th day of November, 1994 **YIELDING AND PAYING** therefor during the said term unto the Lessor the yearly rent of Seven Thousand Eight Hundred Pounds (£7,800.00) for each of the first five years and such increased rent as may from time to time be payable hereunder as hereinafter revised each successive fifth year hereinafter called the "review period" provided in the Fourth Schedule hereto clear of all deductions by equal quarterly payments in advance on the 14th day of November, February, May and August in each and every year of the said term **PROVIDED ALWAYS** that in the event of the said rent or any monies payable hereunder or any part thereof being in arrear for more than seven days the Lessee shall pay interest thereon on demand calculated on a daily basis at a rate of four per cent per annum above the Single A Bank overdraft rate charged by the Irish Clearing Banks to Borrowers on the amount of arrear from the date on which it becomes payable until the date payment is made. The rent shall be payable by way of Standing Order to the Lessor's Bank at Anglo Irish Bankcorp, Forster Street, Galway - Account No. 112/00714305/01 **PROVIDED** it is agreed and understood between the parties hereto that the Lessee shall have the right to terminate this agreement by serving on the Lessor notice in writing at least three months in advance expiring three years from the date of commencement of the term herein. If such notice is given, then this agreement shall cease on the third anniversary of the date of commencement. If no such notice is given, then the option shall become null and void and the Lease shall continue as per the terms herein. In the event of the Lessee wishing to terminate the Lease, it shall be done at the option of the Lessor by way of Assignment of the Leasehold Interest to the Lessor or his nominee or by way of a surrender of the Leasehold Interest by the Lessee to the Lessor.

C. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-

1. To pay the rent hereby reserved and the additional sums at the times and in the manner aforesaid and if and whenever the rent shall be increased by Agreement (actual or deemed) or arbitration in pursuance of the clause hereinbefore contained to pay the increased rent from the date on which the same shall become payable at the time and in the manner aforesaid without any deduction.
2. (i) Such sum or sums as shall be equal to the amount which the Lessor may expend in effecting and maintaining the insurance (but not plate glass or double glazing insurance) of the demised premises in the full reinstatement value thereof including Architects' fees and all other incidental expenses together with two year's rent hereby reserved against loss or damage by fire, explosion, storm or tempest (including lightning) and such risks as to the Lessor may from time to time reasonably deem it desirable to insure against (including the "insured risks"

as hereinbefore defined) such sum or sums to be paid without deduction on the 7th day immediately following the expenditure thereof. The Lessee shall be entitled to inspect the Policy of the Insurance PROVIDED ALWAYS that if the demised premises shall not be separately insured the insurance premium shall be such proportion of the total premium on the Landlord's Premises as maybe agreed in writing between the Lessor's Agents and the Lessee and in the absence of agreement as apportioned by an Arbitrator appointed in accordance with proviso E(5) hereinafter appearing.

- (ii) To bear pay and discharge all rates (including water rates) taxes, duties, charges, assessments, impositions and outgoings whatsoever whether Parliamentary, Municipal Parochial Local or of any other description now or hereafter to be assessed, charged or imposed upon or payable in respect of the demised premises or any part thereof or the rent or any part thereof for the time being issuing thereout and whether payable by or chargeable on the owner or occupier thereof Landlord's proportion of Income Tax excepted PROVIDED ALWAYS that if the demised premises shall not be separately valued the valuation thereof shall be deemed to be such proportion of the valuation assessed on the Landlord's Premises as maybe agreed in writing between the Lessor's Agents and the Lessee and in the absence of agreement as apportioned by an Arbitrator appointed in accordance with proviso E(5) hereinafter appearing.
 - (iii) To pay for all gas, electricity and water consumed on the demised premises and to observe and perform at the Lessee's expense all present and future regulations and requirements of the gas electricity and water supply Authorities and to keep the Lessor indemnified in respect thereof.
 - (iv). To pay all Service Charges payable to the Management Company in connection with the running of the business and if so required by the Lessor to become a member of the Management Company and to comply with the rules and regulations of the Management Company.
 - (v). To comply with the terms and covenants on behalf of the Lessee under a Lease dated 24th day of July, 1990 and made between O'Malley Construction Company Limited of the First Part, Abbeygate House Management Company Limited of the Second Part and the Lessor of the Third Part.
3. (a) Henceforth to comply in all respects with the provisions of every enactment (which expression in this clause includes every Act of Parliament or of the Oireachtas already or hereafter to be passed as well as every instrument regulation and bye-law already or hereafter to be made thereunder) and every notice or order or proposal for a notice or order or licence consent permission or direction given or made thereunder so far as the same shall relate to or affect the demised premises or the user thereof or the employment of any person therein or

any fixtures machinery plant or chattel for the time being fixed thereto or placed thereon and to execute all works which under any enactment shall be required to be executed upon the demised premises whether by the Lessor or Lessee thereof and to indemnify the Lessor in respect of all such matters aforesaid.

- (b) Within seven days of the receipt by the Lessee of the same to supply a copy to the Lessor of any notice or order or proposal for a Notice or Order or Licence consent permission or direction given or made under any enactment or otherwise and relating to the demised premises and to permit the Lessor at all reasonable hours in the daytime to enter upon the demised premises to inspect the same for any purpose in connection with any such enactment or any such Notice, Order, proposal licence consent, permission or direction as aforesaid.
 - (c) At the request of the Lessor to make or join with the Lessor in making any objection, representation, or appeal in respect of any such Notice, Order Proposal or direction as aforesaid or any refusal of or condition imposed under any such Licence, consent or permission as aforesaid.
4. To repair, maintain and keep the interior of the demised premises and every part thereof together with all drains, water, gas, and other pipes, lights, signs, electric installations, the sanitary and water apparatus and all other apparatus and things within or appertaining to the demised premises in good and substantial order, repair and condition and in the like condition to yield up the same at the expiration or sooner determination of the demise **PROVIDED ALWAYS** that the Lessee shall not be liable for damage caused by any of the insured risks unless the relative policy or policies of insurance shall have been rendered void or voidable or payment of the whole or any part of the insurance moneys in respect thereof shall have been refused in consequence of some act or default on the part of the Lessee or the employees, servants, agents, licensees or invitees of the Lessee.
5. To keep the demised premises clean and tidy and free from deposits of materials or refuse and not to bring or keep or suffer to be brought or kept on the demised premises or on the public area or any part of any of it any dump or rubbish or scrap heap or anything which in the opinion of the Lessors is or may become unclean, unsightly, noisome, or offensive to it or its environs but so often as it shall be necessary or desirable to remove from the demised premises all such material, refuse, rubbish and scrap which may accumulate or be there **PROVIDED ALWAYS** that if the Lessee does not comply with this covenant the Lessor may (without prejudice to its other remedies under this Lease or otherwise) remove any such material, refuse, rubbish, or scrap and the Lessee shall pay to the Lessor the cost of the same on demand.

6. Not any time during the said terms without the previous consent in writing of the Lessor (Demountable Partitions excepted) and except in accordance with Plans, elevations, sections and specifications previously submitted to and approved by the Lessor to erect any additional building upon the demised premises nor to make or suffer to be made any alteration or addition whatsoever in or to the demised premises or remove or injure or suffer to be removed or injured any of the principal walls, windows, timbers, girders, iron or steel work, ceilings, roofs, floors, tiles, thereof or make any alterations in the Plan or elevation of any of the buildings for the time being in or on the demised premises either internally or externally nor to erect any poles, masts or wires on or from the demised premises **PROVIDED ALWAYS** that the Lessor may as a condition of giving any consent under this clause require the Lessee to enter into such covenants with the Lessor as the Lessor shall require in regard to the execution of any alteration or addition to the demised premises and the reinstatement thereof at the determination of the Lease or otherwise. In connection with any application for the Lessor's approval or consent under this clause to pay the Lessor's Architects and/or Surveyors proper costs relating thereto whether such consent or approval be or not be granted.
7. Not to give permission for any new window, lights, opening, doorway path, passage, drain or other encroachment or easement to be made into, against or upon the said premises which might be or grow to be an annoyance or inconvenience to the Lessor and in case any such window, light, opening, doorway, path, passage, drain or other encroachment or easement shall be made or attempted to be made to give immediate notice thereof to the Lessor and at the request and cost of the Lessor adopt such means as maybe reasonably required or deemed proper by the Lessor for preventing any such encroachment or the acquisition of any such easement.
8. Not to place or affix to the front of the said building any water, ventilating or other pipe and not to alter, cover up or change any of the architecture or architectural decorations or the external colour of such buildings or to make any addition, temporary or otherwise to any of such buildings either in height or projection without in every case obtaining the prior consent in writing of the Lessor.
9. Not to paint, place, attach or exhibit or suffer to be painted, placed, attached or exhibited on the exterior of the demised premises or in the interior thereof so as to be visible from the outside any inscription, bill, sign, blind, signboard, fascia or advertisement or other item (except on the exterior such as shall have been previously approved by the Lessor).
10. To keep the demised premises in good decorative order repair and condition throughout and in particular to clean all windows (both inside and outside) once at least every two

months and to maintain a clean attractive appearance in the same at all times during this demise.

11. To permit the Lessor with or without its agents, surveyors, workmen and others as the case may be (at all reasonable times in the daytime and at any time in case of emergency):
 - (a) To enter and examine the conditions of the demised premises for any defects, decays, defects, want of reparation to the same for which the Lessee shall be liable hereunder and to give to the Lessee or leave on the demised premises notice thereof in writing together with notice of the hours within which repairs and works may be executed and if the Lessee shall not within twenty one days after such notice (or forthwith in case of emergency) commence and proceed diligently with the execution of such repairs and works it shall be lawful for the Lessor and its Contractors, Agents and workmen (but without prejudice to the right of re-entry hereinafter contained) to enter the demised premises and execute all such repairs and works and do such acts as may be necessary to comply with the said notice and the costs thereof shall be a debt due from the Lessee to the Lessor and shall be forthwith recoverable by action or by distress as rent in arrear.
 - (b) To enter the demised premises for the purpose of taking Schedules or Inventories of fixtures fittings and things in the demised premises to be yielded up at the expiration or sooner determination of this demise.
12. To permit the Lessor and (if authorised in writing by the Lessor) the owners, Lessee, occupiers of adjoining premises and their respective agents, officers, servants, contractors, licensees and workmen with all necessary appliances at all reasonable times during this demise (and at any time in case of emergency) to enter the demised premises, the person or persons so entering causing as little damage to the demised premises as possible and making good all damage thereto occasioned by any such entry without unreasonable delay, but without payment of compensation for any annoyance, nuisance, damage, noise, vibration or inconvenience caused to the Lessee or their Employees.
13. To use the demised premises as a retail shop and not without the Lessors consent in writing, which consent shall not unreasonably be withheld, to use or permit or suffer the same or any part thereof to be used for any other purpose.
14. (a). (i) Subject as hereinafter mentioned not to mortgage, assign, underlet or part

with or share the possession or occupation of the demised premises or any part thereof, or suffer any person to occupy or use the demised premises or any part thereof as Licensee, or permit any assignment or sub-tenancy or any sub-letting.

- (ii) Not without the previous consent in writing of the Lessor (not to be unreasonably withheld) to assign or under-let the demised premises or any part thereof PROVIDED that in the case of an assignment to a Limited Liability Company the Lessor shall be entitled to require an acceptable guarantor to enter into a direct covenant with it to perform and observe the covenants and conditions of this Lease and further within fourteen days of every such assignment or underletting or parting with possession, to furnish the Lessor with a true copy of the appropriate Deed and to pay to the Lessor their reasonable costs in connection with the consent and the approval of such Deed.
- (b) Upon the Lessor consenting to any assignment of the demised premises to procure that the assigns enter into a covenant with the Lessor in such form as the Lessor shall reasonably require to pay the rents hereby reserved and perform and observe the covenants on the part of the Lessee herein contained during the residue of the term hereby granted.
- (c) Upon the Lessor consenting to any under-letting of the demised premises or any part thereof to enter into such covenants and procure the sub-tenant to enter into such covenants with the Lessor as the Lessor shall reasonably require in regard to the form and contents of the under-lease or tenancy agreement to be granted or made by the Lessee or otherwise in connection therewith.
- (d) Within one month after any permitted assignment or under-letting of the demised premises or any part thereof (including any subsisting underlease or tenancy) or any devolution of the interest of the Lessee therein or any devolution or creation of any interest in the demised premises for which the consent of the Lessor is required to give notice thereof in writing to the Lessor and to produce to the Solicitors for the time being of the Lessor or to the Lessor, the assurance, counterpart, under-lease, Probate and Will, Letters of Administration, Order of Court or other instrument under which such devolution shall have occurred and to pay for the registration fees thereof and also such additional fee as maybe charged for registration by the Lessor.

- (e) In the event of the Lessee securing a Purchaser for the Leasehold interest in the demised premises, the Lessee shall before entering into any Contract for the sale of the said Leasehold interest first offer in writing to the Lessor the option, the option of acquiring from the Lessee the said Leasehold interest on the same terms and conditions as those being offered by the proposed purchaser.
15. To permit the Lessor during the three months immediately preceding the determination of this demise, (whether by effluxion of time or otherwise) to affix and retain without interference upon any part of the demised premises a notice for the disposal of the same and to permit persons with written authority from the Lessor or its agents at all reasonable times to view the premises.
16. To give immediate notice to the Lessor of any notice of claims affecting the demised premises or any part thereof.
17. To indemnify and keep indemnified the Lessor against all and any expenses, costs, claims, demands, damages and other liabilities whatsoever in respect of the injury to or death of any person or damage to any property howsoever arising directly or indirectly out of -
- (a) The state of repair and conditons of the demised premises.
 - (b) The existence of any alterations thereto or the state of repair or conditions of such alterations.
 - (c) The user of the demised premises.
 - (d) Any work carried out or in the course of being carried out thereto.
 - (e) Anything now or hereafter attached to or projecting therefrom.
 - (f) Any other cause save the insured risks.
18. At the expiration or sooner determination of this demise peaceably and in good and substantial repair and condition as aforesaid (damage by the insured risks only excepted) to surrender and yield up the demised premises unto the Lessor together with all fixtures and additions thereto PROVIDED however that the Lessee shall be at liberty to remove all Tenant's and trade fixtures and all fixtures, fittings, materials and things of whatsoever nature installed or fixed on or attached to the demised premises in pursuance of a written consent in that behalf given by the Lessor at any time not later than three months before the end or sooner determination of this demise, the Lessee forthwith and in a proper and workmanlike manner making good all damage occasioned by such removal.

19. Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, damage, disturbance, danger, annoyance or inconvenience to the Lessor or the Owners or Lessee or occupiers of adjoining or neighbouring premises.
20. Not to permit or suffer the demised premises or any part thereof to be used for an illegal or immoral pupose or for any offensive, disreputable, noisy or dangerous trade, business, pursuit or occupation or for residential or sleeping purposes.
21. ~~To insure the double glazing or plate glass of the demised premises if any against breakage, damage and destruction in a sum satisfactory to the Lessor.~~
22. Not to instal or suffer to be installed any machinery on the demised premises except a computer, typewriter or telex which shall be noisy or cause vibration or which shall be either dangerous or a nuisance to the Lessor or other occupants or the owners or Lessee or Occupiers of adjoining premises or of neighbouring premises.
23. Not to do or permit or suffer to be done any act or things which may render any increased premiums payable for the insurance of the demised premises or the rent thereof or of any adjoining premises or the rent thereof or which may make void or voidable any policy or policies of insurance thereon and (without prejudice to the Lessor's right of action in respect of a breach of the provisions contained in this paragraph) to repay to the Lessor all sums paid by way of increased premiums and all expenses incurred by it in consequence of a breach of the provisions contained in this paragraph and all such payments shall be added to the rent reserved and the additional sums made payable by this Indenture shall be recoverable as rent in arrear.
24. Not to stop up or obstruct or permit or suffer to be stopped up or obstructed the drains, sewers, gutters, pipes, channels and water courses of the demised premises or of the adjoining premises or to sufffer oil, grease or other deletrious substances to enter them.
25. To pay the cost of stamping and registering this Indenture together with the V.A.T. payable on the Lease
26. Fully and effectually to indemnify the Lessor against the breach, non-performance or non-observance by the Lessee of any of the covenants and conditions on the Lessee's part herein contained or of the provisos or stipulations herein contained and intended to be performed and observed by the Lessee and against any actions, proceedings, costs, damages, expenses, claims and demands whatsoever or howsoever arising in respect of

or as a consequence (whether direct or indirect) or any such breach, non-performance or non-observance as aforesaid.

27. Upon demand by the Lessor at any time and from time to time as the Lessor may require to deliver to the Lessor full details of any estate or interest in the demised premises or any part thereof or in any estate or interest created thereout and of any licenses or agreements, charges or mortgages affecting the same.

D. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

1. That the Lessee paying the rent hereby reserved and the additional sums hereby made payable and observing and performing the covenants, conditions and stipulations on their part herein contained shall peaceably hold and enjoy the demised premises during this demise without any interruption by the Lessor or any person rightfully claiming under or in trust for it.
2. That the Lessor will effect and maintain at all times throughout this demise in an Insurance office of repute insurance of the demised premises against the Insured Risks in full reinstatement value thereof and when lawful so to do will expend all monies received (other than in respect of loss of rent) by virtue of any such insurance in reinstating the demised premises as far as practicable and as soon as is reasonably possible after the destruction thereof or any damage thereto. PROVIDED ALWAYS that the foregoing obligations shall be conditional on the Lessee's performance and observance of his liability to pay the Insurance Premium and any increased Premium hereinbefore provided.
3. The Lessor hereby consents to the use of Land Certificate Folio 3322L County Galway for the purposes of registering the Lease as a burden on the Folio and further consents to the Lease being so registered

E. PROVIDED ALWAYS IT IS HEREBY AGREED AND DECLARED as follows:

1. Notwithstanding and without prejudice to any other remedies or powers herein contained or otherwise available to the Lessor if any of the following events shall occur:
 - (a) If the rent and additional sums hereby reserved and made payable or any part thereof shall be unpaid for twenty-one days after same shall have become payable (whether formally demanded or not).

- (b) In the event of any breach, non-performance or non-observance by the Lessee of any covenant on its part herein contained or of any proviso or condition herein contained and on its part to be performed and observed.
 - (c) If the Lessee being a Company shall enter into liquidation whether compulsory or voluntary (save only a voluntary liquidation for the purpose of reconstruction of amalgamation).
 - (d) If the Lessee being an individual shall (or being more than one individual any one of them shall) become bankrupt or enter into a composition or arrangement with his creditors or seek the protection of the Court or suffer any distress or execution to be levied on his goods. THEN and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the covenants on the Lessee's part therein contained.
2. If the demised premises or any part thereof shall at any time be destroyed or so damaged by any of the Insured Risks so as to be unfit for occupation or use and the relative policy or policies of insurance effected by the Lessor shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default on the part of or suffered by the Lessee then the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the premises shall again have been rendered fit for occupation and use and in the case of a dispute as to the proportion or period of abatement the same shall be referred to arbitration in accordance with the clause in that behalf hereinafter contained.
3. The Lessee shall not be entitled to any right of light and air to the demised premises or to any other right or easement whatsoever (other than those hereby expressly granted) which would or might restrict or interfere with the free user, reconstruction, rebuilding, extension or increase of adjoining premises.
4. In addition to any other prescribed mode of service any notices requiring to be served on the Lessee hereunder shall be validly served if left addressed or sent by ordinary pre-paid post to him (or if there shall be more than one then to any of them) at the demised premises or for service on the Lessee or Lessor at his or their last known address or addresses in the Republic of Ireland which shall be presumed to be the address herein unless written notice to the contrary is received.

5. If any dispute shall arise other than rent reviews:-

- (a) between the parties hereto with regard to the construction or effect of this Indenture or any provision hereof or otherwise in connection with the demised premises or
- (b) between the Lessee and the Lessor tenant or occupier of any part of the Lessors premises relating to any easement or privilege in connection with the demised premises and such adjoining premises and relating to the party or other walls appertaining to the demised premises or to the amount of any contribution payable by the Lessee or such Lessee's tenant or occupier of such adjoining premises either in respect of rates or otherwise. Then and in any such event either of such parties in dispute or difference as aforesaid may give notice in writing of such dispute or difference to such other party as the case maybe and each dispute or difference shall be and is hereby referred to arbitration and to the final decision of an arbitrator to be appointed by agreement between the parties or in default of such agreement by the President for the time being to the Incorporated Law Society of Ireland. The award of such Arbitrator shall be final and binding on the parties. The Arbitrator shall have power to determine all matters in dispute which shall be submitted to him of which notice shall have been given as aforesaid. Upon every or any such reference the cost of and incidental to the reference and Award respectively shall be in discretion of the Arbitrator who may determine the amount thereof or direct the same to be taxed as between Solicitor and client or as between party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. The submission shall be deemed to be a submission to arbitrate within the meaning of the Arbitration Act, 1954, and both the submission and any Award to be made thereunder maybe made a Rule or Order of the High Court. Any Arbitration held in pursuance of this proviso shall be heard and determined at such venue as the Arbitrator may direct in the Republic of Ireland.

FIRST SCHEDULE

Description of demised premises:- ALL THAT AND THOSE the Lessor's premises being part of the lands of Townparks situate at Lower Abbeygate Street, Galway in the Parish of St. Nicholas County Borough of Galway being more particularly the lands contained in Folio 3322L of the Register of Freeholders County of Galway.

SECOND SCHEDULE

Easements and Rights granted:-

1. Full right and liberty for the Lessee, his employees, servants and Licenses and invitees (in common with the Lessor and all other persons who now have or shall hereafter have the like right) for purposes of ingress and egress and delivery of goods to and from the demised premises from time to time and at all times to pass and repass to and from the demised premises.
2. The right to use (in common with the Lessor and all others having the like right) the common drains, water pipes and sewers to and from the demised premises.

THIRD SCHEDULE

Easements and Rights reserved:

1. The air space above the demised premises or any part thereof.
2. The full, free and uninterrupted passage and running of water, soil, gas, electricity, telephone and all other services or supply to and from the adjoining premises and for the benefit of the respective owners, Lessees or occupiers for the time being thereof through the sewers, drains, mines, pipes, wires, cables, watercourses, conduits, radiators and subways which are now or may hereafter be in upon over or under the demised premises.
3. The full and free right and liberty to enter upon the demised premises at all reasonable times upon giving not less than 48 hours prior notice in writing for the purpose of connecting, laying, inspecting, repairing, cleansing, maintaining, amending, altering, replacing, relaying or renewing any sewer, drain, mine, pipe, wire, cable, watercourse, conduit, radiator or subway and to erect, construct or lay in, under, over or across the demised premises any sewers, drains, mains, pipes, wires, cables, holes, fixtures, or other works for the drainage of or for the supply of water, gas, electricity, telephone, heating, steam and other services to adjoining premises. Provided that the Lessor shall make good all damage or loss to the Lessee on the demised premises suffered as a result of the said works.
4. The full and free right and liberty to enter upon the demised premises upon giving not less than 48 hours notice in writing to the Lessee in order to build on or into any

dividing boundary or party walls or fences on the demised premises, subject to all damage thereby occasioned being made good with all convenient speed by the person or persons exercising such right.

5. Full and free right and liberty to execute works and repairs to the demised premises and to make erections underneath or upon or to erect, rebuild or alter (including building on the roof of the demised premises and the erection of scaffolding) notwithstanding that the access to light and air for the time being enjoyed by the demised premises or any part thereof may thereby be interfered with PROVIDED HOWEVER that it is hereby expressly agreed that any limitation of the Lessee's right to light and air shall be only temporary and that the Lessor shall ensure that any restriction of the said light and air shall be as little as possible.
6. Full and free right and liberty at all reasonable times to enter upon the demised premises to view the state and conditions of and to repair and maintain the adjoining premises, if the works required to be done upon same shall not otherwise be reasonably practicable but subject to any damage thereby occasioned to the demised premises being made good at all convenient speed by the person exercising such right.
7. Full and free right to build, rebuild upon or under, alter or develop or use in any manner including the erection of scaffolding on the adjoining premises and to authorise premises to demolish, build or rebuild alter or develop the buildings thereon or to use the same in any manner notwithstanding that any such building, rebuilding, alteration, development or user as aforesaid may effect or interfere with or diminish the light coming to the demised premises PROVIDED HOWEVER it is hereby expressly agreed that the limitation of the Lessee's right to light and air shall be temporary only and the Lessor shall ensure that any restriction of the said light and air shall be as little as possible.
8. The full and free right of support to the extent now enjoyed by the adjoining premises from the demised premises

FOURTH SCHEDULE

Provisions as to Rent Review:-

1. The Lessor may give notice in writing to the Lessee in accordance with the provisions of this Schedule requiring the rent payable under the within written Lease to be reviewed.

2. At any time during the period of six months before the expiration of each review period of the term herein granted, the Lessor may serve on the Lessee notice in writing hereinafter called "The Rent Increase Notice" providing for an increase of the rent payable hereunder as and from the expiration of each review period and thereupon the following provisions shall have effect.
3. The Lessee within two months after receipt of The Rent Increase Notice, may serve on the Lessor a notice hereinafter called The Decision Notice either agreeing to pay the increased rent specified in The Rent Increase Notice or calling upon the Lessor to agree with the Lessee the market rental value of the demised premises with vacant possession at that time.
4. if the Lessor and the Lessee shall reach agreement as to amount of rent to be payable during the currency of any period then such agreement shall be reduced to writing and executed by the parties.
5. If the Lessee shall fail to serve the Decision Notice within the period aforesaid, then the Lessee shall be deemed to have agreed to pay the increased rent specified in The Rent Increase Notice.
6. If the Lessee shall serve upon the Lessor The Decision Notice such as is specified aforesaid which does not confirm the rent proposed in The Rent Increase Notice and failing agreement between the parties within one month after the service of The Decision Notice or within such extended period as the parties shall mutually agree, the ascertainment of such market rental value shall be referred to the arbitration of a professional valuer to be agreed upon between the parties, or in default of agreement of the parties, by an arbitrator who shall be nominated on the joint application of the parties hereto and if either of them shall neglect within seven days of being so requested to concur in such application, then on the sole application of the other of them, by the *President for the time being or the acting President of the Incorporated Law Society of Ireland.*
7. If the said President shall, for any reason, not be available or able or willing to make such appointment at the time of the application therefor, the appointment shall be made by the next senior officer of the said Society then available and any reference thereafter to the President shall be deemed to include a reference to such officer so appointed.
8. If, for any reason whatsoever, the appointment is not made as per Paragraph 7 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, then the appointment shall be made by the Chairman (or other officer endowed with the functions of such Chairman of the Republic of Ireland Branch of the Royal Institution of Chartered Surveyors; or 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.

9. All such arbitrations as aforesaid shall be conducted in accordance with the provisions set forth in the Arbitration Act, 1954 or in any Act or Statutory Rule or Order extending amending modifying or replacing the same and for the time being in force.
10. Notice in writing of his nomination or appointment as aforesaid shall be given by the Arbitrator to the Lessor and the Lessee inviting each to submit within a specified period which shall not exceed six weeks a valuation, accompanied, if desired, by a statement of reasons.
11. The new Rent shall be the full yearly rent which in the opinion of the Arbitrator would be obtainable as and from the review date, if the within written Lease were not then subsisting, on a letting of the demised Premises, on the open market by a willing Lessor to a willing Lessee, without premium, with vacant possession, to a tenant of good financial standing and respectability, for the residue of the term upon the terms and subject to the covenants and conditions similar to those herein contained, upon the supposition (if not a fact) that the Lessee has complied with all the obligations to repair and maintain, imposed by the within written Lease and on the basis that the Lessee will perform and observe the covenants and conditions on the part of the Lessee and that in the event of the demised premises having being destroyed or damaged, the same shall have been fully rebuilt, repaired, or reinstated (as the case may be) but disregarding the following:-
 - A. Any effect on the fact that the Lessee or any person deriving title under him has been in occupation of the demised premises or has been in occupation of the same for any specified length of time.
 - B. Any good-will which shall become attached to the premises since the commencement of the term granted by reason of carrying on thereat or the business of the Lessee or any other person deriving title under him.

- C. Any works executed by and at the expense of the Lessee or any predecessor in title of the Lessee (or any party lawfully occupying the demised premises or any part thereof under the Lessee or any such predecessor) in on to or in respect of the demised premises otherwise than in pursuance of an obligation on foot of the within Lease or any agreement therefor or any improvement or work for which the Lessee is liable under Bye Law or Act of the Oireachtas.
12. The Arbitrator shall give notice in writing of this decision to the Lessor and the Lessee within three months of his appointment or within such extended period as maybe agreed between the parties.
 13. If the Arbitrator comes to the conclusion that the full letting value of the demised premises at the commencement of such period is less than the rent operative for the period immediately preceding the same (hereinafter called "The Current Rent") the new Rent shall nevertheless be the same as the Current Rent and the decision of the Arbitrator shall so state.
 14. If the Arbitrator shall fail to determine the new Rent and give Notice thereof within the time and in the manner hereinbefore provided or if he shall relinquish his appointment or die or if it shall become apparent for any reason he will be unable to complete his duties hereunder the Lessor or Lessee may apply to the said President or the officer so appointed for a Substitute to be appointed in his place which procedure may be repeated as many times as may be necessary.
 15. The decision of the Arbitrator shall be final in all matters to him hereunder.
 16. The rent shall not be due at the rate of the new Rent until after the Lessee has been given Notice of the Arbitrators decision thereof and in the event of the revision period commencing before the Notice of the final decision has been given, the Rent shall continue to be paid at the rate of the current Rent on each day appointed by the within Lease for the payment of the Rent until the said final Decision Notice is given to the Lessee. On the day first after the Notice of Decision is given to it there shall fall due for payment by the Lessee to the Lessor a sum equal to the difference between the new Rent and the Rent actually paid for any part of such period in respect of which a Rent less than the new Rent has been paid, together with interest on the said differences, such interest to be computed on a day to day basis and to be assessed at the same rate as that payable on rent in arrear.

17. If there shall be in force at the commencement of any relevant period or at any other pertinent time throughout the term hereby granted by the within written Lease any Statute or Order prohibiting or restricting any increase of rent in respect of the demised premises the provisions of this Schedule may nevertheless be applied to determine the rent during such relevant period but the implementation thereof shall if appropriate be suspended for such period as may be required by law.
18. 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 Lessor and the Lessee and shall be annexed to the within Lease and its Counterpart and the parties shall bear their own costs in relation to the preparation and completion of such memoranda.

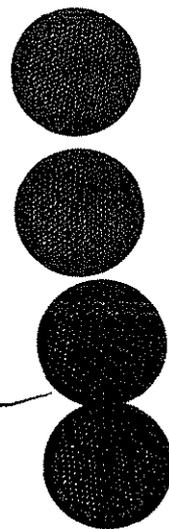
IN WITNESS WHEREOF the Lessor and the Lessee have set their hands and affixed their Seals all the day and date first herein written.

SIGNED sealed and delivered
by The Lessor
in the presence of:

Mantra Collins
Secretary
Salvatore

SIGNED sealed and delivered
by The Lessee
in the presence of:

John Doyle
Renwick
Francis Bruce
Sally Bruce



Dated the 18th day of November, 1994.

LEWIS C. DOYLE and ITA DOYLE

Lessor

FRANCIS BURKE AND GARY BURKE

Lessee

*Francis Burke
Gary Burke.*

LEASE FOR LOCK UP UNIT
35 YEARS WITH
REVIEWS.

LEWIS C. DOYLE & CO.,
Solicitors,
Augustine Court,
St. Augustine Street,
GALWAY.

REF: LCD/MC/DOY/43312