

THE LAND REGISTRY

COUNTY DUBLIN

FOLIO 156661F (PART)

THIS INDENTURE made the 24th day of April 2005

BETWEEN:

- (1) **EMPIRE HOMES LIMITED** having its Registered Office at 1 Terenure Place, Terenure, Dublin 6W, (hereinafter called "**the Lessor**") of the **One Part**.
- (2) **TRIMLESTON PROPERTY MANAGEMENT COMPANY LIMITED** having its Registered Office at 1 Terenure Place, Terenure, Dublin 6W, (hereinafter called "**the Management Company**") of the **Second Part**.
- (3) **KAREN MURPHY** of 6 Sladmore Drive, Ard na Greine, Malahide Road, Dublin 13 (hereinafter called "**the Lessee**") of the **Third Part**.

First Schedule	:	The Demised Unit.
Second Schedule	:	The Assured Easements.
Third Schedule:		The Excepted Easements.
Fourth Schedule	:	The Common Areas.
Fifth Schedule	:	Lessee Covenants.
Sixth Schedule :		Lessor Covenants.
Seventh Schedule:	:	Rent Review Provisions

WHEREAS:

A. Definitions:

In this Lease unless the context otherwise requires the following expressions shall have the following meanings that is to say:

- (i) "**the Estate**" means the building estate of residential housing units of Houses and Apartments known or intended to be known as "Trimleston", Balbriggan in the County of Dublin comprised in Folio 156661F formerly part of Folio 146310F of the Register County Dublin as shown edged Blue on Map No. 1 attached, subject to the absolute Right of the Lessor to vary, enlarge or reduce, the layout and extent of the Estate.



- (ii) **“the Common Areas”** means the parts of the Estate as described in the Fourth Schedule hereto and excluding (a) the Sites included in the Transfers of Houses and excluding (b) the portion of the Estate which will be taken over or taken in charge by the Local Authority on completion of the Estate and subject to the absolute Right of the Lessor to vary, enlarge or reduce, the layout and extent of the Common Areas shall include the roadways, footpaths, access ways, kerbs, grass margins, external lighting, open spaces, car parking spaces and also including the Apartment Blocks common internal areas but excluding the Apartments themselves.
- (iii) **“the Demised Unit”** means the Apartment as the case may be as specified in the First Schedule hereto.
- (iv) **“the Adjoining Land”** means the lands of the Estate excluding Common Areas and any other lands abutting or adjoining the Estate which may be acquired by the Lessor within the Perpetuity Period.
- (v) **“the Assured Easements”** means the easements, rights and privileges hereby assured to the Lessee which are specified in the Second Schedule hereto.
- (vi) **“the Excepted Easements”** means the easements, rights and privileges excepted and reserved out of this Lease which are specified in the Third Schedule hereto.
- (vii) **“the Apartments”** means the one bedroomed or two bedroomed single storey apartment units in the Apartment Blocks and any two of more of them and **“Apartment”** means any one of the apartments.
- (viii) **“the Apartment Blocks”** means the Building Blocks of apartments built or to be built on the Common Areas of the Estate excluding the Apartment(s) therein.
- (ix) **“the Apartment Leases”** means the leases of the Apartments.
- (x) **“the Perpetuity Period”** means the period of 21 years after the death of the last survivor of the descendants of King George VI now living.
- (xi) **“Map No. 1”** means the Map marked No. 1 annexed hereto showing the Estate outlined in blue.

- (xii) **"Map No. 2"** means the Map marked No. 2 annexed hereto showing the Demised Unit edged in Red duly approved or to be approved by the Land Registry.
- (xiii) **"the Lessee"** includes the executors, administrators, successors and assigns of the Lessee.
- (xiv) **"the Lessor"** includes its successors and assigns.
- (xv) **"the Management Company"** includes its successors and assigns.
- (xvi) **"the Accountant"** means any person or firm appointed by the Lessor or the Management Company (as the case may be) to perform the functions of accountant in relation to the Common Areas for the purposes, inter alia, of this Lease and in particular in connection with the Expenditure and the Service Charge.
- (xvii) **"the Expenditure"** means the expenses and outgoings incurred by the Lessor or the Management Company in performing and providing the services functions and obligations in relation to the Common Areas as provided for in the Sixth Schedule to this Lease.
- (xviii) **"the Prescribed Rate"** means the rate per centum per month which shall be equivalent to the monthly rate of interest for the time being chargeable under Section 550 of the Income Tax Act 1967 (or such other monthly rate of interest as may from time to time be chargeable upon arrears of tax).
- (xix) **"the Services"** means water, surface water, four sewerage, gas, electricity, telephone signals, oil, heating fuels and other like services and commodities.
- (xx) **"Service Charge"** means the share of the Expenditure for which the Lessee shall be liable in any Financial Year as set out in the Fifth Schedule. The certificate of the Accountant of the Lessor or the Management Company as to the Lessee's share of the Expenditure or estimate of Expenditure shall be final and binding on the Lessee (save in the case of manifest error only). The Service Charge shall be calculated in accordance with Clause 8 of the Fifth Schedule.

- (xxi) **"the Utilities"** means all pipes, drains, sewers, mains, ducts, cables, wires and other like conducting media for the Services.
- (xxii) **"the Management Company Agreement"** means an Agreement dated the 20th day of May 2004 and made between the Lessor of the **One Part** and the Management Company of the **Other Part** and shall include any other Agreement(s) made between the Lessor and the Management which are supplemental thereto and which provides for the transfer of the Common Areas by the Lessor to the Management Company.
- (xiii) **"the Car Park"** means that portion of the Common Areas on the Estate as have or shall be designated for the parking of vehicles.
- (xxiv) **"Exterior Common Areas"** means the Common Areas excluding the Apartment Blocks.

Where two or more persons together constitute the Purchase and the covenants and certificates on the part of the Lessee should be deemed to be joint and several covenants by such persons.

"The Masculine" includes the feminine and neuter genders and the singular number includes the plural and visa versa.

- B. The Lessor is the registered owner of lands comprised in Folio 156661F of the Register County Dublin. The Lessor is at present developing the Estate as a residential Estate.
- C.
1. The Lessor has previously granted or intends hereafter to grant Leases of Apartment in the Estate and has granted or intends hereafter to grant Transfers and Leases of Easements of the Houses in the Estate.
 2. The Lessor has in every such Lease and intends in every future such Lease of Apartments in the Estate to impose restrictions and stipulations similar to the restrictions and stipulations contained in the Fifth Schedule herein to the intent that any owner for the time being of any Apartment may be able to enforce the observance of said restrictions and stipulations by the owners and occupiers for the time being of the other Apartments.
 3. The Lessor has in every such Transfer and Lease of Easements and intends in every future Transfer and Lease of Easements in respect of Houses in the Estate to impose some of the

restrictions and stipulations similar to the restrictions and stipulations contained in the Fifth Schedule herein to the intent that any owner for the time being of any House may be able to enforce the observance of said restrictions and stipulations by the owners and occupiers for the time being of the other Houses and (it is intended) that the owners of Apartments and Houses may be able to enforce the observance of the restrictions and stipulations contained in the Leases of Apartments and Transfers and Leases of Easements of Houses in the Estate.

4. The Lessor has agreed to Transfer to the Management Company the Common Areas, including the Apartment Blocks in fee simple subject to and with the benefit of the Apartment Leases and the Leases of Easements of the Houses, such Transfer to take place after the completion of the Sale of all of the Apartments and Houses in the Estate or within the Perpetuity Period (which ever is the earlier) in the manner and subject to the terms of the Management Company Agreement.

- D. The Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the Demised Unit for the sum of [REDACTED] [REDACTED] for the term of One Thousand (1,000) Years with the benefit of the Assured Easements but subject to the Excepted Easements.

The Management Company has agreed to join in these presents in the manner hereinafter appearing and to give effect to the development of the Common Areas as a harmonious entity, it has been agreed that the Lessee shall enter into the covenants, conditions, easements, privileges, exceptions and reservations contained in the Fifth Schedule hereto.

- E. The Lessee is a Member or has applied to become a member of the Management Company.

- F. **NOW THIS INDENTURE WITNESSETH** as follows:

In pursuance of the aforesaid Agreement and in consideration of the sum of [REDACTED] [REDACTED] paid by the Lessee to the Lessor (the receipt of which sum the Lessor hereby acknowledges) and in consideration of the covenants on the part of the Lessee hereinafter contained, the Lessor **HEREBY DEMISES** and confirms unto the Lessee and the Management Company **HEREBY DEMISES** and confirms unto the Lessee **ALL THAT AND THOSE** the Demised Unit, together with the benefit of the Assured Easements but subject to the Excepted Easements **TO HOLD** the same unto the Lessee (*as joint tenants/tenants in common*) for the term of one thousand

years from the 1st day of January 2004 paying unto the Lessor or the Management Company as the case may be during the said term the yearly rent of €1.00 (reviewable in accordance with the provisions of the Seventh Schedule hereto without any deduction) the first of such payments to be made on the execution hereof.

- G.** The Lessee covenants with the Lessor and the Management Company and with the Owners of other Apartments and Houses in the Estate and the persons deriving title under them that he the Lessee and all persons deriving title under him, will at all times hereafter perform and observe the covenants, obligations, agreements and restrictions set out in the Fifth Schedule to the intent that the burden of such of the said covenants shall run with and bind the Demised Unit and every part thereof and that the benefit thereof may be annexed to the Common Areas and to the other Apartments and Houses and every part thereof.
- H.** Until the completion of the Sale of the Common Areas to the Management Company, the Lessor covenants with the Lessee and the Management Company to perform and observe the covenants and obligations set out in the Sixth Schedule hereto. From the completion of the sale of the Common Areas to it, the Management Company hereby covenants with the Lessor and the Lessee to perform and observe the covenants and obligations set out in the Sixth Schedule hereto and hereby covenants to indemnify the Lessor from all costs, damages or expenses arising under this Lease. On completion of the Management Company Agreement, the liability of the Lessor under the Sixth Schedule shall absolutely cease.
- I.** If the rent hereby reserved or any part thereof is unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed or performed, then and in such case it shall be lawful for the Lessor (or the Management Company after the completion of the Sale of the Common Areas) or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Unit or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor (or the Management Company as the case may be) in respect of the covenants on the part of the Lessee herein contained.
- J.** The Management Company, in consideration of the Lessee's covenants contained in the Fifth Schedule, covenants with the Lessor and the Lessee to accept a Transfer of the Common Areas from the Lessor after the completion of the Sale of the last Apartment and House in the Estate and it shall

from that time on perform and observe the covenants, obligations and agreements set out in the Sixth Schedule and references therein to the Lessor shall be deemed to include references to the Management Company.

K. Notwithstanding that the Estate and the Common Areas are in the process of being developed as a residential Estate in the manner hereinbefore recited, the Lessor shall not be under any obligation to complete or cause to be completed such development and may alter such development (other than the Demised Unit) as the Lessor may wish.

L. The Lessee hereby agrees and confirms that he has not been induced to enter into this Lease by reason of the fact that any plan has thereon the present intended development of the Estate or the Common Areas or any part thereof or by any representation by any person acting or purporting to act on behalf of the Lessor that the Estate or Common Areas (other than the Demised Unit) shall conform in all or any respects with such plan. There is reserved to the Lessor full, right and liberty to alter such development or to discontinue developing the Estate or Common Areas (other than the Demised Unit) and to execute such works and erections thereon or any part thereof as the Lessor may think fit. Notwithstanding anything contained in the Management Company Agreement or this Lease, there is reserved to the Lessor full right and liberty to vary the location layout and extent of the Estate or Common Areas including the exclusion of any part or parts therefrom and/or the inclusion of additional lands thereto (in which case references herein to the Estate or Common Areas shall be modified accordingly) **PROVIDED ALWAYS** that the Lessor shall have obtained Planning Permission for such alteration (including alteration by way of discontinuance of the development) or variation.

M. **COVENANT FOR QUIET ENJOYMENT**

The Lessor hereby further covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the covenants, conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Demised Unit during the term hereby created without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for the Lessor.

N. **Section 45 Certificate:**

IT IS HEREBY CERTIFIED that the Demised Unit hereby assured, as well as the Estate and the Common Areas are situate within the boundary of the County of Fingal.

O. The Lessor hereby assents to the registration of this Lease as a burden on Folio 156661F County Dublin. The Lessor hereby consents to the use of the original Land Certificate Folio 156661F County Dublin for the purpose of the registration of this Lease.

P. **Finance Act Certificate:**

IT IS HEREBY CERTIFIED that:

1.
 - (a) This instrument gives effect to the purchase of a dwellinghouse/apartment on the erection of that dwellinghouse/apartment,
 - (b) On the date of execution of this instrument, there exists a valid Floor Area Compliance Certificate (within the meaning of Section 91A(1)(a) of the Stamp Duties Consolidation Act 1999) in respect of the said dwellinghouse/apartment,
 - (c) The purchaser/one or more of the purchasers/a person or persons in right of the purchaser/a person or persons in right of one or more of the purchasers will occupy the dwellinghouse/apartment as his/her/their only or principal place of residence for the period specified in Section 91A (4)(b) (new dwellinghouse/apartment with Floor Area Compliance Certificate) of the Stamp Duties Consolidation Act 1999, and that no person (other than a person who, while in such occupation, derives rent or payment in the nature of rent in consideration for the provision, on or after 1 April 2004, of furnished residential accommodation in part of the dwellinghouse/apartment concerned or other than by virtue of a Title prior to that of the Purchaser) will derive any rent or payment in the nature of rent for the use of the dwellinghouse/apartment or any part of it during that period.

2B **IT IS HEREBY CERTIFIED** that Section 53 (lease combined with building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act 1999 applies to this instrument.

FIRST SCHEDULE

“The Demised Unit”

ALL THAT the two bedroomed Apartment known or to be known as Number 54 Trimleston, Hamlet Lane, Balbriggan, County Dublin, being part of Folio 156661F County Dublin as shown on Map No. 2 and thereon numbered 54 and outlined in red and including the ceilings and floors of the Demised Unit and the concrete floor slab (but not the concrete slab to which the ceilings are attached) and the internal walls of the Demised Unit and the internal plaster surfaces and finishes of all structural or load bearing walls which enclose the Demised Unit but not any other part of such walls together with all cisterns, tanks, radiators, sewers, drains, pipes, wires, chimneys, ducts and conduits used solely for the purposes of the Demised Unit together with the glass of the windows of the Demised Unit excepting and reserving from the Demised Unit the main structural part of the Apartment Block of which it forms part including the roof, attic space, foundations, structural walls and window frames.

For the avoidance of doubt all walls separating the Demised Unit from the Common Areas or from other Apartments shall form part of the Common Areas except for the internal plaster surfaces and finishes of the said walls. In the case of a Demised Unit having a balcony, private terrace, patio or car port, the Demised Unit will exclude same but the Lessee will have the exclusive right to use of the said balcony, terrace, patio or car port. In the case of a Demised Unit directly abutting the attic space of the Demised Unit, the Demised Unit will exclude same but the Lessee will have the exclusive right to the use of that part of the attic space directly above it for the storage of non-toxic, non flammable and non hazardous personal goods only.

SECOND SCHEDULE

“The Assured Easements”

Full right and liberty for the Lessee and his heirs, Executors and Administrators, servants, agents, workmen, undertenants, licensees and invitees and as appurtenant to the Demised Unit in common with the Lessor and the Management Company and all other persons who have or may hereafter have the like right and subject to any existing or future reasonable regulations for the common enjoyment thereof as the Lessor or the Management Company may from time to time prescribe:-

- (1) Full right and liberty for all proper purposes connected with the use and enjoyment of the Demised Unit as a private residence to use and enjoy the Common Areas for the purpose for which each part of the Common Areas is designated by the Lessor or the Management Company from time to time.
- (2) At all times by day and by night to go pass and repass over and along with or without motor vehicles and motor lorries and all other manner of vehicles as appropriate on all roads (and on foot on all footpaths) constructed or within the Perpetuity Period to be constructed on the Estate and the roadways and footpaths forming part of the Common Areas.
- (3) The exclusive right to park one private motor vehicle, motor bike or light commercial vehicle (excluding a boat or caravan) in the car park space designated for the exclusive use of the owner/occupier of the Demised Unit and shown on the Map annexed hereto edged red and coloured yellow **PROVIDED ALWAYS** that the Lessor or the Management Company may, acting reasonably designate or allocate from time to time any suitable part or parts of the Common Areas as alternative designated car parking space for the Demised Unit or for one or more of the other Apartments.
- (4) The exclusive licence or right to the use of any balcony attached to the Demised Unit or, if applicable, the attic space directly above the Demised Unit, subject to the Right of Entry by the Lessor or Management Company for repair/inspection purposes.
- (5) The free and uninterrupted passage of the Services from and to the Demised Unit through the Utilities which are now or which may at any time during the Perpetuity Period be in under on or passing through the Estate or the Common Areas or any part thereof.
- (6) The right at all reasonable times on reasonable notice to the Lessor (except in case of emergency) to enter into and upon other parts of the Common Areas for the purpose of repairing, cleaning, maintaining or renewing the Utilities solely servicing the Demised Unit causing as little disturbance as possible and making good any damage caused.
- (7) The benefit of all stipulations and restrictions contained in the Apartment Leases, and the Lease of Easements for the Houses in the Estate granted to or hereafter granted so far as the benefit thereof can in law accrue to the Lessee.

- (8) The right to support and shelter from other Apartments in the Apartment Block of which the Demised Unit forms part.
- (9) All other Rights, Privileges, Easements and Quasi Easements which belong to or are enjoyed or are intended to be enjoyed by the Demised Unit over the Common Areas and adjoining land.

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

THIRD SCHEDULE

“The Excepted Easements”

- 1) There is excepted and reserved out of these presents in favour of the Lessor and the Management Company for the benefit of the Common Areas and Adjoining Lands the following easements, rights, privileges:-
 - a) All easements, rights and privileges currently subsisting over the Estate.
 - b) The easements, rights and privileges set out in the Management Company Agreement reserved and in favour of the Lessor and/or the Management Company and/or the owners and occupiers of the other Demised Units.
 - c) The right of the Lessor and Management Company within the Perpetuity Period to enter upon the Common Areas with workmen and others to construct any roadways, footpaths and kerbs required and to connect all roadways, footpaths and kerbs laid, or within the Perpetuity Period to be laid in the Common Areas with all roadways, footpaths and kerbs laid, or within the Perpetuity Period to be laid, on the Adjoining Land for the purposes of gaining access to and egress from the Adjoining Land over the Common Areas to the public road.
 - d) The right for the Lessor, its invitees and licensees in common with all other persons to pass and re-pass with or without vehicles at all times by day and by night along all roadways, footpaths and kerbs laid or within the Perpetuity Period to be laid on the Common Areas leading to and from the Adjoining Land to and from the public road.

- e) The free passage and running of the Services servicing or benefiting the Adjoining Land or any part thereof through all Utilities now or at any time within the Perpetuity Period to be in under or passing through the Common Areas or any part thereof in under or over the Demised Unit.
- f) The right to enter upon the Common Areas with workmen and others to connect (without payment or charge) all Utilities or Services now or during the Perpetuity Period to be serving or benefiting the Adjoining Land with the Utilities and Services now or during the Perpetuity Period to be in under or passing through the Common Areas and for the purpose of repairing, renewing or replacing the said Utilities and Services causing as little damage and inconvenience as is reasonably practical by the exercise of this right and making good any damage caused by the exercise or such right.
- g) Any easements, rights and privileges over the Common Areas which the Lessor within the Perpetuity Period excepts and reserves or requires the Management Company to grant to it in substantially the same form as the easements, rights and privileges specified in the Sixth Schedule to this Lease.
- h) All rights of support and shelter and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Common Areas and/or by any other owner of an Apartment or their occupiers over the Demised Unit.
- i) Such rights of access to and entry upon the Demised Unit by the Lessor, the Management Company their servants or agents and the owners of the other Apartments or Houses as are necessary for the proper performance of their obligations hereunder or under the covenants in the Apartment Leases, or Lease of Easements of Houses in the Estate, they making good any damage thereby caused.
- j) The free passage and running to and from the Common Areas and throughout the Estate or any part thereof of the Services through the Utilities now in under or over or any time within the Perpetuity Period to be in under or over the Demised Unit.
- k) The right to construct in on or under the Demised Unit and to connect up with and to cleanse, repair and renew all Utilities and Services now or during the Perpetuity Period constructed in, on or under the Demised Unit **AND** for the aforementioned purposes to enter upon the Demised Unit with workmen and others and all necessary equipment making good any damage thereby occasioned but not being responsible for any temporary inconvenience or damage caused by such works.

- 1) Notwithstanding that the Common Areas and the Estate have been designed for development as a development of Houses and Apartments for residential purposes, the Lessor shall not be under any obligation to complete such development and may alter such development in such manner as it may wish and there is reserved unto the Lessor full right and liberty to execute such works and erections upon the Estate or Common Areas or any part thereof in such manner as it may think fit and notwithstanding that the access of light and air to the Demised Unit may be thereby interfered with.

FOURTH SCHEDULE

"The Common Areas"

ALL THOSE Areas within the Estate excluding the Sites included in the Transfers of Houses being:-

- A. **ALL THOSE** the gardens, open spaces, car parks, car spaces, roadways (excluding the Roads and areas which are to be taken in charge by the Local Authority), services, drives, paths, steps and forecourts forming part of the Common Areas together with the Utilities thereon.

AND

- B. **ALL THOSE** the main structural parts of the Apartment Blocks and including the roofs, roof structures, balcony, attic spaces, external walls, (but not the glass of the windows of the units nor the interior faces of such of the external walls as bound the units), foundations, all cisterns, tanks, sewers, drains, pipes, wires, central heating boilers, chimneys, ducts and conduits not used solely for the purpose of one Apartment and the joists or beams to which are attached any ceilings except where those joists or beams also support the floor of a unit, and steps, lobbies, stairwells inside the Apartment Blocks.

PROVIDED ALWAYS that if the Lessor or the Management Company shall cause or permit any alterations to the buildings or structures built or erected or within the Perpetuity Period to be built or erected on the Common Areas or any part thereof or shall in any way alter the area or location or nature of the Common Areas or any part thereof then the definition of the Common Areas shall be as and where necessary modified accordingly.

FIFTH SCHEDULE

"Lessee's Covenants"

The following covenants are covenants by the Lessee with the Lessor and the Management Company as the case may be so that the benefit may be annexed to the Common Areas and the Adjoining Land and every part of it. Any of the negative covenants in this part of this Schedule which restrain the Lessee from doing any act or thing, should be read and construed as a covenant by the Lessee not to do or permit or suffer the said act or thing to be done.

1. Not to do any act or thing which shall be or may be or become a nuisance or annoyance to the Lessor or the Management Company or the owners or occupiers of any House in the Estate or other Apartment or act in any way to prevent the Transfer of the Common Areas to the Management Company under the Management Company Agreement.
2. Not to exhibit on any part of the Demised Unit any sign, poster or advertisement of whatsoever nature so as to be visible from the exterior of the said Demised Unit, (save it shall be lawful to exhibit a notice advertising the sale or letting of the Demised Unit) other than a sign of a type first approved of in writing by the Lessor or Management Company or its agents.
3. Not to use the Demised Unit for any purpose other than as a single private dwelling.
4. In order to protect the character and ambience of the Common Areas and the Estate, the Lessee shall not make any exterior alterations or repaint or decorate in any colour or material different than that at the date hereof to the Demised Unit without the consent in writing of the Lessor (and, when the Common Areas have been transferred to it, the Management Company).
5. Well and substantially to repair, cleanse, maintain, amend and keep the Demised Unit and the drains, sewers, and pipes thereof with all necessary reparations, cleansings and amendments whatsoever.
6. The Lessee shall comply with observe and perform any reasonable rules and regulations as may be made by the Lessor or the Management Company consistent with the provisions of these presents to govern the orderly and convenient management maintenance and use of the

Common Areas. Such requirements may be restrictive of acts done on the Common Areas detrimental to its character or amenities. Any costs or expenses incurred by the Lessor or the Management Company in preparing such regulations or in supplying copies of them or in doing works for the improvement of the Common Areas in providing services to the Lessee and other owners of any of the Apartments or Houses or in employing gardeners, tradesmen or security services or other servants shall be deemed to have been properly incurred by the Lessor or the Management Company in pursuance of the obligations of the Lessor under the Sixth Schedule hereto notwithstanding the absence of any specific covenant by the Lessor or the Management Company to incur them and the Lessee shall keep the Lessor or the Management Company indemnified from and against his due proportion thereof under Clause 8 of this Schedule accordingly.

7. (a) The Lessee shall not assign transfer or demise part only of the Demised Unit.
 - (b) The Lessee shall not, save by way of mortgage, assign, transfer or underlet for a term exceeding five years, the Demised Unit to a person who does not upon or before the transfer, assignment, or lease become registered as a member of the Management Company.
 - (c) The Lessee shall within twenty-one days of the date of every transfer, assignment, underlease, grant of probate or letters of administration, assent, mortgage, charge, discharge, Order of Court or other event or document relating to the Demised Unit give notice thereof in writing to the Lessor or the Management Company.
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8. (a) Notwithstanding the other provisions of this Lease, the Lessee shall pay to the Lessor "on account", on completion of the Purchase of the Demised Unit, the Service Charge initially in the sums of [REDACTED] for a Two Bed Apartment, [REDACTED] for a One Bed Apartment and [REDACTED] for a House.

- (b) The Expenditure for the Apartments in the Estate shall include the following:-

Apartment Block Insurance Premiums.

Exterior Common Areas Insurance Premiums.

Apartment Block Common Areas Interior Repairs, Maintenance and Painting.

Apartment Block including Balcony Exterior Repairs, Maintenance and Painting.

Exterior Common Areas Landscaping, Repairs and Maintenance.

Sinking Fund for Apartment Blocks and Exterior Common Areas

The Expenditure for the Houses in the Estate shall include the following:-

Exterior Common Areas Insurance Premiums.

Exterior Common Areas Landscaping, Repairs and Maintenance.

Sinking Fund for Exterior Common Areas.

The Expenditure for the Houses in the Estate shall exclude the following:-

Apartment Block Insurance Premiums.

Apartment Block Common Areas Interior Repairs, Maintenance and Painting.

Apartment Block including balcony Exterior Repairs, Maintenance and Painting.

Sinking Fund for Apartment Blocks.

- (c) One Eightieth of the Expenditure common to both Houses and Apartments shall be borne and paid for by the Lessee of each Apartment and House (i.e. an equal liability for each Apartment Lessee/House Owner).

The Lessee of a One Bed Apartment shall pay 2.4% of the total Expenditure incurred exclusively for the Apartments.

The Lessee of a Two Bed Apartment shall pay 3.05% of the total Expenditure incurred exclusively for the Apartments.

If the number of Apartments or Houses in the Estate varies up or down, the share of liability for payment of the Expenditure shall be varied appropriately.

- (d) The amount of the Service Charge for the each Financial Year shall be ascertained and certified annually by the Accountant of the Lessor or Management Company as of such day as the Lessor or the Management Company in their absolute discretion shall determine as being the date upon which the Service Charge shall be ascertained and the following provisions shall apply:-

- (i) In ascertaining and certifying the Service Charge the Accountant shall act as an expert and not as an arbitrator and his certificate (hereinafter called "**the Certificate**") shall be conclusive evidence that the expenses and outgoings were actually incurred and that the amount of the Service Charge is true and correct.
- (ii) A copy of the Certificate for each Financial Year shall be supplied by the Lessor or the Management Company to the Lessee on written request and shall contain a summary of the expenses and outgoings incurred during the Financial Year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge.
- (iii) On the 1st day of January in each Financial Year (or on such other day as the Lessor or the Management Company may in its discretion nominate) the Lessee shall pay to the Lessor or the Management Company (as the case may be) such sum in advance and on account of the Service Charge as the Lessor or Management Company shall in its sole discretion deem to be fair and reasonable payment in respect of the expenses and outgoings for the Financial Year then commencing.
- (iv) As soon as is practicable after the issue of the Certificate for any Financial Year, the Lessor or the Management Company shall furnish an account of the Service Charge payable by the Lessee for the Financial Year to which the Certificate relates due credit being given therein for all payments made by the Lessee for the Financial Year in question or any part thereof and upon furnishing such account the Lessee shall forthwith pay to the Lessor or the Management Company (as the case may be) the Service Charge or any balance found payable in respect thereof and there shall be allowed by the Lessor or by Management Company to the Lessee credit for any amount which may be overpaid by the Lessee against future Service Charges (as the case may be).
- (v) The expression "**expenses and outgoings**" incurred by the Lessor or the Management Company as used in this Schedule shall be deemed to include not only those expenses and outgoings and other expenditure which have been actually disbursed incurred or made by the Lessor or the Management Company during the Financial Year in question but also any sums carried to

a sinking or reserve fund or funds in accordance with the provisions of the Sixth Schedule of the Lease.

- (vi) Any omission by the Lessor or the Management Company to include in any Financial Year a sum expended or a liability incurred in that Financial Year shall not preclude the Lessor or the Management Company from including such sum or the amount of such liability in any subsequent Financial Year as the Lessor or the Management Company shall reasonably determine.
- (vii) In performing its obligations pursuant to the Sixth Schedule, the Lessor and the Management Company shall be entitled at their discretion to employ Accountants, Lawyers, Tradesmen, Agents, Contractors and such other persons as it or they may think fit and to delegate its powers and duties to them and their fees and expenses including Value Added Tax shall form part of the Expenditure.

9. Without prejudice or limitation in any way to any of the other rights, powers and remedies of the Lessor or the Management Company whether under this Lease or otherwise, the Lessee shall pay Interest on the Rent and on any Service Charge(s) and on any other sums reserved or made payable under this Lease that is or are not paid within fourteen (14) days of the day and in the manner prescribed in this Lease for payment of same the Interest shall be at the Prescribed Rate or if there is no such rate the corresponding or nearest appropriate rate at the date upon which any such sum falls due or becomes payable or if there is no such rate Twelve (12) per cent per annum; such interest to be paid (both before and after any judgement) from and including the day immediately following the day on which such unpaid rent or Service Charge or sum becomes due or payable to the date of actual payment calculated on a daily basis. The Lessee shall also pay any costs including Legal Costs incurred by the Lessor in enforcing compliance with any provisions of this schedule or any other provisions of these presents.
10. The Lessee hereby covenants with the Lessor and the Management Company so as to bind the owner for the time being of the Demised Unit and so this covenant shall be for the benefit and protection of all the Apartments and Houses and the Management Company and each of them and the owners of the Apartments and Houses and the persons deriving title under such owners, to perform and observe the covenants, obligations, agreements, stipulations and restrictions set fourth in the Fifth Schedule hereto.

11. (i) The Lessee shall procure that at all times the owner for the time being of the Demised Unit is registered as a member of the Management Company.
(ii) The Lessee shall upon any transaction disposition or event involving a change in the ownership of the Demised Unit ensure that the person becoming or contracting to become as a result of that transaction, disposition or event, the owners of the said Demised Unit become a Member of the Management Company .
12. The Lessee shall not keep in any of the Car Parking Spaces including the Car Space referred to in Clause 3 of the Second Schedule, any vehicle, other than one private motor car or motor cycle or light commercial vehicle (excluding a boat or caravan) the property of the Lessee or occupier of the Demised Unit or of a member of the Lessee's family or such occupier or person visiting the Lessee or such occupier.
13. The Lessee shall not park or permit to be parked any vehicle in such a way as to encumber obstruct or interfere with the access to or egress from the Houses or Apartments in the Estate.
14. Not to play or permit to be played any musical instrument, television, radio, loudspeaker or mechanical or other noise making instrument of any kind or permit any singing to be practiced in the Demised Unit so as to cause annoyance to the owners and occupiers of any other part of the Estate or so as to be audible outside the Demised Unit between the hours of 12 midnight and 8 a.m.
15. Not to hang or permit to be hung or exposed any clothes or other articles from any part of the Demised Unit so as to be visible from the Estate or Exterior Common Areas.
16. Not to shake or permit to be shaken any mats, carpets, sheets or other articles from the balcony or any window of the Demised Unit, nor place or allow be placed any bicycle on the balcony.
17. Not to keep any bird or animal in the Demised Unit which in the opinion of the Lessor may cause unreasonable disturbance to the owners and occupiers of any Apartments.

18. Not without the consent in writing of the Lessor/Management Company to erect any external wireless or television aerial satellite dish or other like instrument in or on or outside the Demised Unit. The Lessor/Management Company shall be entitled to impose conditions on the Lessee in relation to the positioning and type of such external wireless or television aerial satellite dish or other like instrument.
19. The Lessee shall fully and effectually indemnify the Lessor/Management Company against the breach non-performance or non-observance by the Lessee 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 Lessees and against any actions, costs, claims, expenses and demands whatsoever or howsoever arising in respect of or as a consequence (whether direct or indirect) of any such breach, non-performance as aforesaid.
20. The Lessee shall ensure that all the floor coverings in the Demised Unit are in compliance with all building regulations issued under the Building Control Act 1990 and shall keep the Lessor/Management Company indemnified against all claims and liabilities which may arise by virtue of any breach of the said regulations. To keep the floors of the Demised Unit adequately covered with a resilient material or a material with a resilient base, the thickness of a material (including any backing) being at least 4.5 mm. For the avoidance of doubt, a material is deemed to be resilient if it returns to its original thickness after it has been compressed.
21. Not to fix or maintain an alarm system in the Demised Unit which causes or is liable to cause unreasonable disturbance to occupiers of other Apartments or Houses and in the event of any such alarm system sounding internally or externally (for a period in excess of twenty minutes) then the Lessor or Management Company may exercise their right of entry (without notice) into the Demised Unit to inspect and turn off such Alarm and all associated costs therewith shall be the liability of the Lessee.
22. Not to keep any petrol motor spirit or other inflammable or explosive material in the Demised Unit or any part thereof or if applicable in the Attic space above the Demised Unit or on the Balcony of the Demised Unit.

23. Dispose of the domestic waste in proper bins and/or receptacles such to be placed only where approved by the Lessee or Management Company.
24. Not to park or leave parked any Bicycle outside the Demised Unit save in such Bicycle Bays or areas approved by the Lessor or Management Company.

SIXTH SCHEDULE

“Covenants of the Lessor/Management Company”

The Lessor/Management Company (where appropriate and in accordance with Recital Clause H and J) shall:-

1. Pay all (if any) rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever which are now or may at any time hereafter be charged, taxed, assessed, levied or imposed upon or in respect of the Common Areas or any part thereof.
2. To insure and keep insured the Common Areas in the names of the Lessor and the Management Company against fire and such other risks as the Lessor and Management Company shall deem fit in some reputable Insurance Office for the full cost of rebuilding plus professional fees and shall produce to the Lessee a copy of such policies and evidence of the payment of the premium thereon and shall have the Lessee and the Lessee's Mortgagees interest noted thereon and to expend all monies received in respect of such Insurance in the rebuilding or otherwise making good of the damages or destroyed building or part of the Common Areas.
3. Employ and engage such servants, contractors, secretaries, accountants, solicitors and managing agents as it considers necessary or desirable for the performance of its obligations hereunder and to pay their wages, commissions, fees and charges.
4. Make such arrangements and regulations for car parking in the car parking spaces provided in the Common Areas for the use of the Demised Unit respecting the right of each owner of a Demised Unit to a designated Car Space.
5. Keep the Common Areas and all additions thereto in a good and tenantable state of repair, decoration and condition and where appropriate keep the exterior Common Areas properly planted,

rolled, mown and cleansed and keep all appropriate parts of the Common Areas in high quality decorative condition **PROVIDED** that nothing herein contained shall prejudice the right of the Management Company to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company or to the Common Areas by the negligence or other wrongful act or default of the Lessee or such other person.

6. Keep the Common Areas cleaned and in good order and keep adequately lighted all such parts of the Common Areas as should be lighted or as may be directed by the Management Company.
7. At the absolute discretion of the Lessor/Management Company if it so decided and without giving or implying any obligation whatsoever, provide facilities for the disposal of rubbish in such part or parts of the Common Areas considered by the Lessor/Management Company to be most suitable for the use of the owners and occupiers of the Apartments and if necessary arrange for the regular disposal of the rubbish deposited therein.
8. To repair, maintain, inspect, clean, renew, install and replace any Services or Utilities servicing the Common Areas or any part of it including any Service or Utilities which are within and serving the Apartment Blocks (but excluding the services or utilities solely serving a single Apartment).
9. Without prejudice to the rights of the Lessee and the rights of the other owners of the Apartments, to take all reasonable steps to enforce the observance and performance by the other owners and occupier of the Apartments and Houses of their obligations arising under the Apartment Leases and Leases of Easement of the Houses.
10. To comply with any statutory notice served by any governmental, local or public authority concerning the Common Areas or the use thereof or any part thereof and to comply with any statutory enactment for the time being in force regulating the use of the Common Areas and the activities carried on therein and thereon.
11. Keep proper books of account of the expenses and outgoings incurred by the Management Company in performing and fulfilling its obligations under this Lease.
12. Prepare and supply copies of such rules and regulations as the Management Company shall from time to time make or amend.

13. If the Management Company shall think fit, provide the services of a caretaker or a gardener and such other person or persons as the Management Company shall think necessary or desirable to manage conduct or maintain the Common Areas in a condition suitable to a high class residential development and without derogating from the generality of the foregoing the Management Company shall be entitled to appoint managing agents and to remunerate them properly for their services and to employ architects, surveyors, solicitors, accountants, contractors, builders and other persons and to pay them all proper fees, charges, salaries, wages, costs, expenses and outgoings.
14. Make such arrangements and regulations for car parking facilities and for allotting or limiting car parking spaces in the Common Areas as the Management Company may from time to time deem appropriate, save that such arrangements and regulations shall respect the right of the owner(s) of a Demised Unit to a designated car space.
15. Build up a sinking or reserve fund to meet or contribute towards contingencies major repairs and capital replacement in respect of such matters referred to in this Schedule as the Management Company may in its absolute discretion deem appropriate.
16. Make, provide and carry out such further matters, things, services and facilities for running the Common Areas as a high class residential development as the Management Company shall in its absolute discretion think fit.

The Lessor or Management Company shall not be responsible for any temporary delay or stoppage in the performance or observance of such obligations or for any temporary omission to perform the same due to any case or circumstances not with the Lessor's control but shall take all adequate steps to remedy or make good the same as soon as practicable.

PROVIDED ALWAYS that the Lessor, or as the case may be, the Management Company may withhold, add to, extend, vary or alter any of the services or duties referred to in this Schedule if the Lessor or the Management Company shall reasonably deem it desirable to do so for the more efficient management, security and/or operation of the Common Areas or any part of it.

SEVENTH SCHEDULE

"Rent Review Provision"

1. The Lessor may from time to time give notice in writing to the Lessee in accordance with the provisions or of this Schedule requiring the rent payable under these presents to be reviewed.
2. Such notice may be given at any time not more than twelve months before the expiration of the every twenty-fifth year of the within mentioned term and from and after the giving of any such notice, the rent payable for the preceding twenty-five year period shall be increased proportionately according to the increase in the cost of living and so as to be such amount as having regard to the increase in the cost of living shall have the same real money value as the sum paid as rent for the immediately preceding twenty-five year period. For the purposes of this provision, the increase in the cost of living shall be determined by a comparison of the Official Consumer Price Index as of the date of the commencement of the next twenty-five year period with that of the date of the commencement of the immediately preceding twenty-five year period and accordingly the new rent shall be determined as being the amount of the rent paid during the last mentioned twenty-five year period and increased by the same percentage as that of the increase of the Official Consumer Price Index as of the commencement of the preceding twenty-five year period; but if at any time hereafter the said Official Consumer Price Index shall cease to be available then the new rent shall be determined by such other evidence as may appear appropriate for the purpose.
3. In the event of any dispute between the parties in the ascertainment of the amount of the new rent, the same shall be referred at the option of each party to the determination of an independent surveyor who shall act as an expert and not as an arbitrator to be agreed upon by the parties or in default of agreement to be appointed on the application of the Lessor or Management Company by the President of the Incorporated Law Society of Ireland and the fees of such surveyor shall be payable in such proportions as between the Lessor and the Lessee as such Surveyor shall determine.

Number: DN156661F



Land Registry

Clár na Talún

County *DUBLIN*

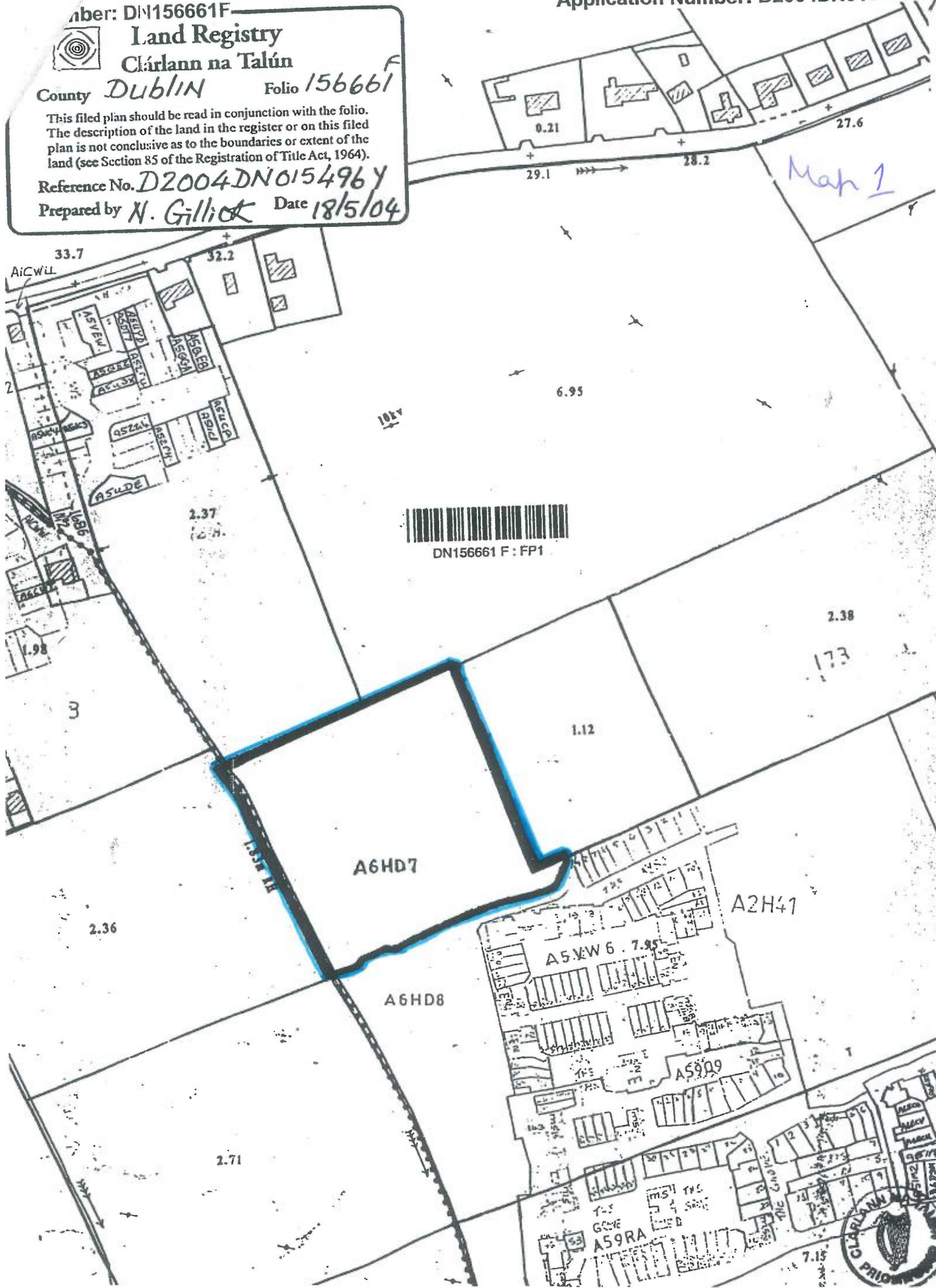
Folio *156661*

This filed plan should be read in conjunction with the folio.
The description of the land in the register or on this filed
plan is not conclusive as to the boundaries or extent of the
land (see Section 85 of the Registration of Title Act, 1964).

Reference No. *D2004DN015496Y*

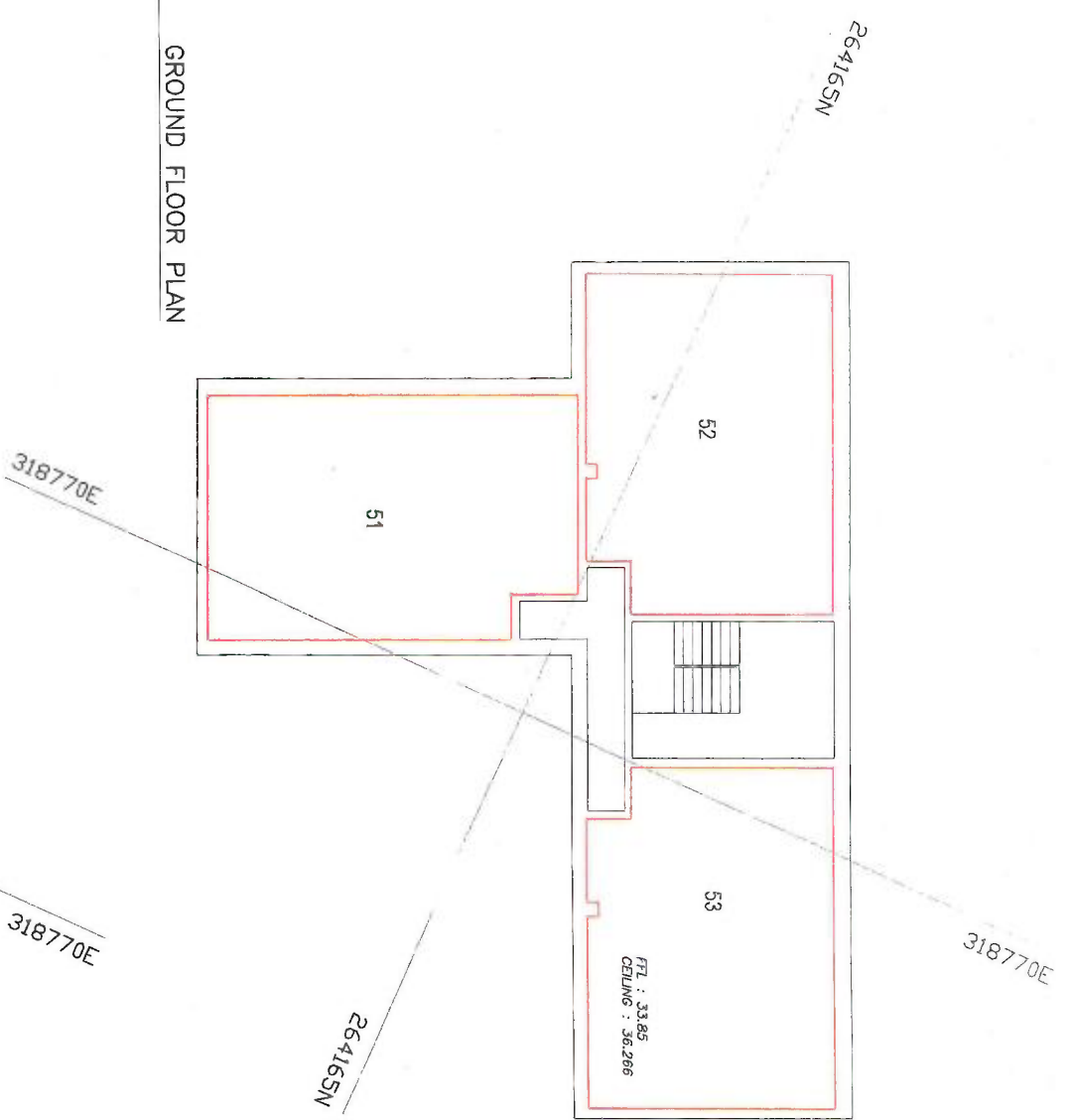
Prepared by *N. Gilliot* Date *18/5/04*

Application Number: D2004DN015496Y



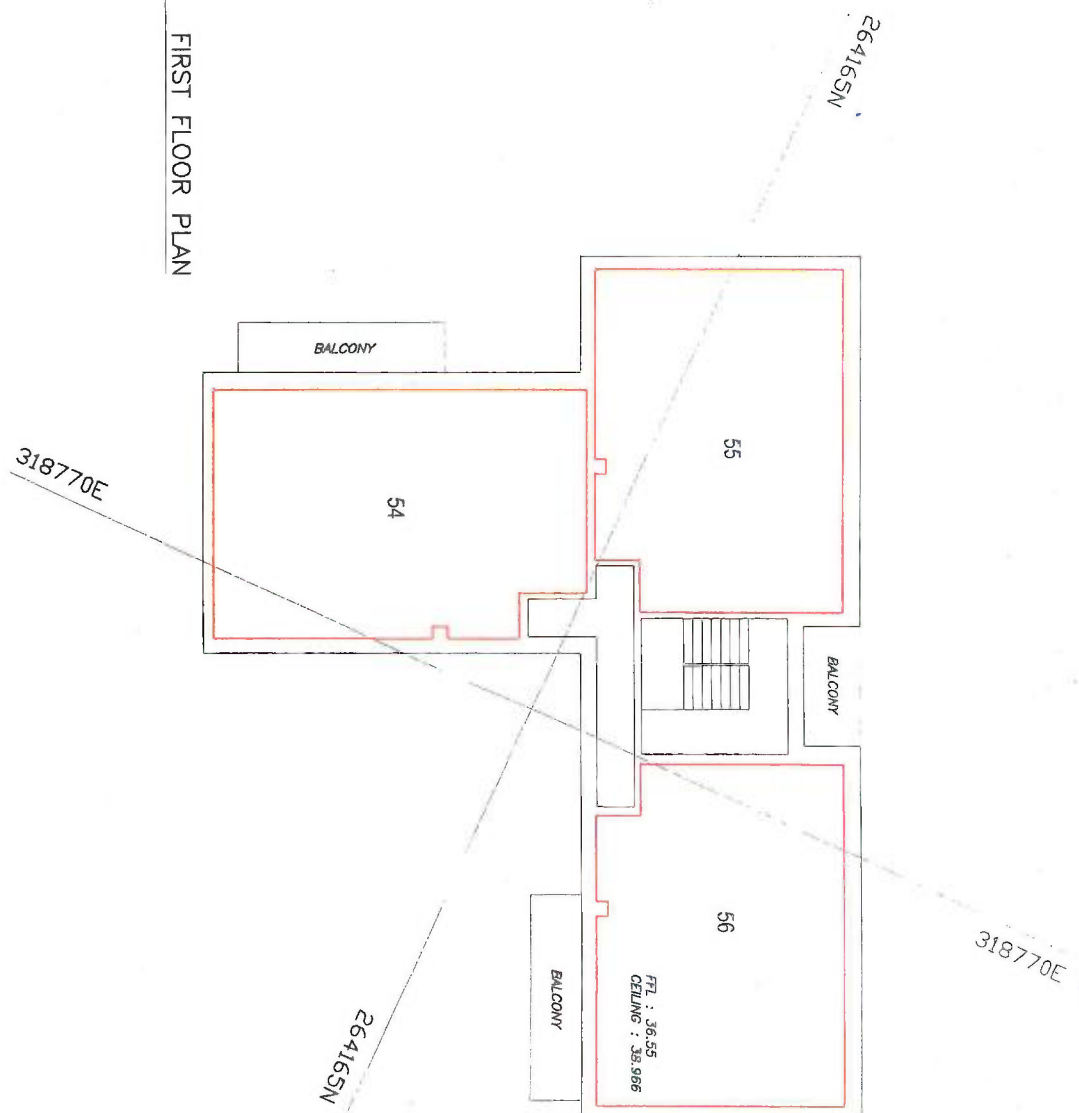
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403

GROUND FLOOR PLAN



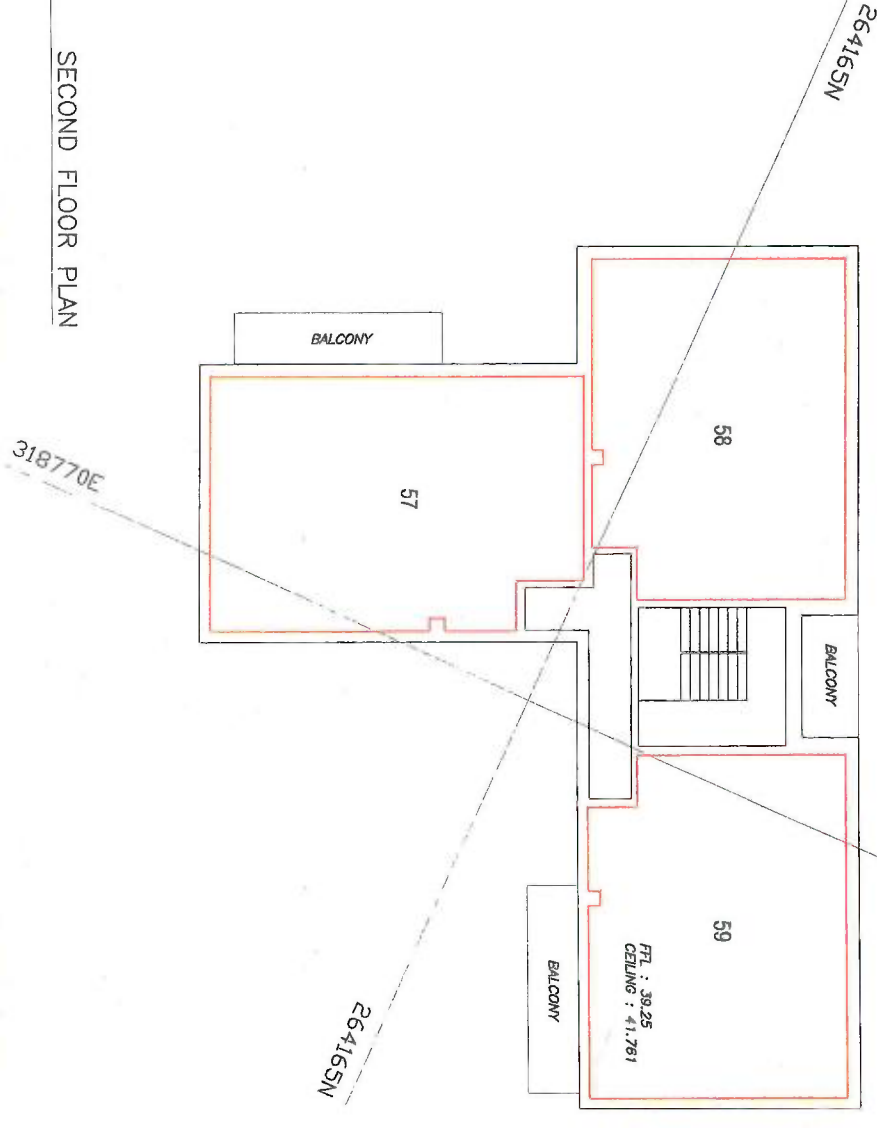
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FIRST FLOOR PLAN



G3021
403

SECOND FLOOR PLAN



Project Title HOUSING DEVELOPMENT AT HAMLET LANE, BALBRIGGAN, CO. DUBLIN		Drawing Title APARTMENT BLOCK 4 51-59 HAMLESTOWN GROUND, FIRST & SECOND FLOOR PLANS		Client EMPIRE HOMES	
Drawn By D. BYRNE		Scale 1 : 200		Date 17/01/05	
G3021-403		Drawing Number		Edition LAND REG	
<p>GRAINNE MALLON ASSOC.</p> <p>ARCHITECTS & PLANNING CONSULTANTS</p> <p>6 MERRION SQUARE, DUBLIN 2. IRL. TEL: 01 6620393 TEL: 01 6768277 e-mail: architects@pmi.ie FAX: 01 6768105</p> <p>REGISTRY - Map Approval.</p> <p>52005DN000239D</p> <p>APP. TYPE: 01/01/01</p> <p>FEES PAID: 112310</p> <p>8/4/05</p> <p>FROM: 17/01/05</p> <p>TO: 17/01/05</p> <p>BY: S. Shankey-Smith</p>					

IN WITNESS WHEREOF the Lessor and Management Company have hereunto caused their Common
Seals to be affixed hereto and the Lessee has set his hand and affixed his Seal the day and year first
hereinbefore **WRITTEN**.

PRESENT when the Common Seal of
THE LESSOR was affixed hereto:-

Deeagh Lundy
Solicitor
21 Parliament Street
Dublin 2

[Signature]

Director

PJ Kelly

Director/Secretary.

PRESENT when the Common Seal of
THE MANAGEMENT COMPANY
was affixed hereto:-

Deeagh Lundy
Solicitor
21 Parliament Street
Dublin 2

[Signature]

Director

PJ Kelly

Director/Secretary

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

Michelle Lee
Solicitor
Dubl. 8

Karen Murphy