

for any reason he shall be unable or shall have become unfit or unsuited (whether because of bias or otherwise) to complete his duties or if he shall be removed from office by court order, a substitute may be nominated in his place and in relation to any such nomination the procedures hereinbefore set forth shall be deemed to apply as though the substitution were a nomination de novo which said procedures may be repeated as many times as may be necessary.

5. If the revised rent in respect of any period ("the Current Period") shall not have been ascertained on or before the Review Date referable thereto, rent shall continue to be payable up to the Gale Day next succeeding the ascertainment of the revised rent at the rate payable during the preceding period **AND** on such Gale Day the Tenant shall pay to the Landlord the appropriate instalment of the revised rent together with any shortfall between (i) the aggregate of rents (including such instalment if payable in arrear) actually paid for any part of the Current Period and (ii) rent at the rate of the revised rent attributable to the interval between that Review Date and such Gale Day and together also with interest on said shortfall such interest to be computed on a day to day basis and to be assessed at such a rate as shall be equivalent to the yield (at issue and before deduction of tax if any) on the security of the Government last issued before the commencement of the Current Period (allowance having been made in the calculation of the said yield for any profit or loss which may occur on the redemption of the security). For the purpose of this paragraph the revised rent shall be deemed to have been ascertained on the date when the same shall have been agreed between the parties or as the case may be on the date of the notification to the Tenant of the award of the arbitrator
6. If there should be in force at the commencement or during the currency of any particular relevant period any Statute or Order (directly or indirectly) prohibiting or restricting an increase of rent in respect of the Demised Premises the provisions of this Schedule and of this Lease may nevertheless be invoked or reinvoked to determine the rent which would but for the said prohibition or restriction be payable during such relevant period but (if appropriate) the further implementation thereof shall be suspended in effect for such period as may be required by law
7. When and so often as the revised rent shall have been ascertained pursuant to the provisions herein set forth memoranda recording the same shall thereupon be signed by

or on behalf of the Landlord and the Tenant and shall be annexed to this Lease and its counterpart and the parties shall bear their own costs in relation to the preparation and completion of such memoranda.

FIFTH SCHEDULE
SCHEDULE OF CONDITION

✓ REVISED DONE BY 9/July 2014

SCHEDULE OF CONDITION

OF

295, Whiteheather Industrial Estate, South Circular Road, Dublin 8

Dated 14th May 2014

On behalf of Proposed Tenant

STORAGE WORLD

John Taylor
Frederic & Taylor Architects
John Taylor
STORAGE WORLD

DATE OF INSPECTION: 14th May 2014

CONTENTS

Introduction and Brief

General Notes

Demised Premises

Principle Repairing Covenants

Schedule of Condition

Appendix A: Scope of Report

Introduction and Brief	<p>Instructions were received from Aidan O'Brien of Storage World to prepare a Schedule of Condition for 295, Whiteheather Industrial Estate, South Circular Road, Dublin 8.</p> <p>The inspection was carried out on 14th May 2014 Paul Keenan of Keenan Lynch Architects.</p> <p>The accommodation is proposed to be occupied under a lease agreement, the details of which have not been made available at this time.</p> <p>The inspection was a visual inspection. The premises were unoccupied at the time of inspection.</p> <p>The unit has not been occupied since construction.</p>
General Notes	<p>When compiling this schedule we would draw attention to the following:</p> <ol style="list-style-type: none"> 1. Defects noted are recorded and it is assumed that the proposed lease is a full repairing and insuring lease. 2. Defects noted may be the subject of further negotiation/discussion between the proposed tenant and landlord so these matters can be addressed prior to the commencement of the lease. 3. Repairs being carried out prior to commencement should be noted and this schedule adjusted as a result.
Demised Premises	<p>We assume that the premises consists of the unit 295 in its entirety consisting of a single-storey warehouse area with two-storey offices.</p>
Principle Repairing Covenants	<p>It is again noted that the lease has not been provided and it is assumed that the principle covenants would be consistent with a standard lease consisting of repair, consents and yielding up in due course subject to normal wear and tear.</p>

Description

Single storey warehouse with two-storey offices to the front. Generally, steel portal frame with loadbearing blockwork to offices.
Concrete Floors

The roof the warehouse is a composite deck panel on purlins with translucent sheeting. Roof to the offices is traditional slating on roof structure which was not available for inspection but is assumed to be timber rafters.

Finishes are bare blockwork painted to the warehouse with underside of sheeting to roof and concrete floor. The finishes to the offices consist of plastered walls, suspended grid ceiling and concrete floors with vinyl flooring to the stairs, hall, landing and toilets.

ITEM NO.	LOCATION	DESCRIPTION
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1.	WAREHOUSE ROOF	
----	----------------	--

1.1		✓ Gutters have some soil deposits in the gutter.
-----	--	--

1.2		✓ There are no birdcage cowls to the rainwater pipes.
-----	--	---

1.3		Some ponding to the gutter.
-----	--	-----------------------------

1.4		Some minor crimp damage to the bottom of the sheeting at the southern gutter.
-----	--	---

1.5		Staining to the parapet at the western gable to the gutter end.
-----	--	---

1.6		Some corrosion to the end of sheeting above the translucent sheeting towards the southwest corner.
-----	--	--

1.7		The translucent sheet (the third from the western gable) has had repairs carried out to the fixings with mastic put over the fixings. The fixings are no longer apparent as red warning fittings (do not walk) as the mastic has been formed over the fittings. It appears likely that this repair has been carried out due to leaking.
-----	--	---

2.	OFFICE ROOF	
----	-------------	--

2.1		The southern slope slating appears to be in good condition.
-----	--	---

2.2		✓ There are areas of damaged, replaced and cracked slates to the northern slope. These are recorded in the accompanying photographs and include a significant area of replacement at the northeastern corner. Lead has also been used to infill where the slate has been broken. There are a number of partially displaced slates. A number of slates have been repaired with mastic sealant across cracks.
-----	--	---

2.3		Staining to brick upstand wall between the offices and the warehouse is noted.
-----	--	--

2.4		There are poor or recent mastic repairs to the joint to the pressed metal capping.
-----	--	--

ITEM NO.	LOCATION	DESCRIPTION
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2.5		Individual bricks appear to have been removed and replaced with repointing along the same upstand wall. Mortar staining is noted to the brickwork
2.6		Mastic Repair to pointing has been carried out to the upstand wall that protrudes over the ridge to the office roof.
2.7		✓ Fascia and eaves are timber. The paint is flaking and is due to be repainted. -- REPAINTED
3	WAREHOUSE INTERNAL	
3.1	END GABLE WEST	
3.1.1		Alarm wires hanging down beside door and throughout the building (no alarm installation).
3.1.2		Some pointing to blockwork missing.
3.1.3		Intumescent paint to steelwork has run and is rippled.
3.1.4		✓ Small area of intumescent paint missing at c. 4m above floor to right hand (south) wind post.
3.1.5		South wall damage to soffit sheeting to roof at high level.
3.1.6		There are cracks associated with the portal frame to the blockwork where the frame runs into the wall. This is present to all portal posts and cracks follow the joints in the blockwork.
3.1.7		✓ Damaged intumescent paint to brace and bottom of portal at firehose reel.
3.1.8		✓ Damaged intumescent paint in front of rainwater downpipe.
3.1.9		✓ Upstand service duct unpainted beside mid rainwater pipe.
3.1.10		Poor finish to paint decoration at junction between wall and soffit of gutter.
3.1.11		✓ Piece of blockwork missing to left hand side of eastern roller shutter door.

ITEM NO.	LOCATION	DESCRIPTION
3.1.12		✓ Ventilation duct hole in western wall in office enclosure near access door from warehouse to offices.
3.1.13		Blocked up door opening beside hose reel from offices into warehouse at offices north elevation. Poor emulsion paint cover to this area
3.1.14		✓ Service wires passing through wall over hose reel is not fire sealed.
3.1.15		✓ Welding burn to blockwork behind services pipe to mains water at high level to northern wall of offices.
3.2	EASTERN GABLE WALL	
3.2.1		✓ Damage to intumescent paint and water ingress at junction between gable wall and office wall.
3.2.2		✓ Some burnt intumescent paint around service pipe passing through at high level from offices.
3.3	NORTHERN ELEVATION	
3.3.1		Some corrosion to frame to fire escape door to northeast corner.
3.3.2		Blockwork joints open up at junction of high level where portal frame passes into cavity.
3.3.3		Flaking paint or poor finish to soffit of gutter at junction with blockwork at high level.
3.4	FLOOR	
3.4.1		The floor is in good condition and the only issue noted is tyre marks across the concrete.
3.4.2		There is some fill at the door threshold with overspill onto the vinyl.
3.4.3		Fill and no decoration completion at the personnel door to the southern elevation.

ITEM NO.	LOCATION	DESCRIPTION
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4.	OFFICE INTERNAL	
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4.1	GROUND FLOOR LOBBY CORRIDOR	
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4.1.1		Poorly seated ceiling tiles over door into warehouse including mismatching ceiling tile.
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4.2	GROUND FLOOR WCs	
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4.2.1		✓ WC boss to female toilet is unpainted.
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4.2.2		✓ Copper service pipes to wash hand basins unpainted.
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4.3	OFFICE ENTRANCE	
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4.3.1		Alarm cables are not terminated.
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4.3.2		✓ Hairline cracks to window sill blockwork throughout.
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4.3.3		✓ Hairline crack to head of door to ground floor office.
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4.4	GROUND FLOOR OFFICE CONCRETE FLOOR	
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4.4.1		Slightly uneven floor at skirtings.
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4.4.2		✓ Unfinished paintwork to copper services to water heater.
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4.4.3		Heating thermostat not functioning.
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4.5	STAIRWELL	
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ITEM NO.	LOCATION	DESCRIPTION
4.5.1		✓ Open up joints between stair string on either side at 2 locations – mid flight and towards top of stairs.
4.5.2		✓ Stair vinyl dirty.
4.5.3		✓ Some staining to walls.
4.5.4		Some waterstain to ceiling and rubbing to either side of the Velux/smoke vent.
4.5.5		Some minor damage to ceiling tiles.
4.6	FIRST FLOOR LOBBY CORRIDOR	
4.6.1		Some paint from ceiling onto ceiling grid.
4.7	FIRST FLOOR	
4.7.1		✓ Unpainted WC bosses within WC enclosures.
4.7.2		Alarm wiring to windows unterminated.
4.7.3		✓ Water ingress and damage to rear left hand corner causing damage to finishes at this location.
4.7.4		Some missing levelling compound to floor in corner of offices.
5.	EXTERNAL	
5.1	WEST ELEVATION	
5.1.1		Some staining to wall from gutter possibly streaming down the wall.
5.1.2		Some small damage to plinth at northwest corner.
5.1.3		Some corrosion to personnel fire escape door.

ITEM NO.	LOCATION	DESCRIPTION
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5.1.4		Expansion joints to blockwork have been filled with mastic and the mastic has cracked. This is prevalent throughout the external elevations of the building.
5.1.5		Cracking at junction between ESB mini pillar and blockwork behind.
5.1.6		Paint colour difference and repair at southwest corner.
5.2	SOUTH ELEVATION (WAREHOUSE)	
5.2.1		Some spalling of render finish and damage to head beading to right hand roller shutter.
5.2.2		Repair to reveal at low level to left hand side of right hand roller shutter.
5.2.3		Surface corrosion to personnel door frame.
5.2.4		Plaster repair to bottom of wall mid of southern elevation.
5.2.5		Corrosion to steel plate at junction between threshold concrete ramp and external path.
5.2.6		Hairline crack generally appearing to follow blockwork joint lines to head of left hand roller shutter.
5.2.7		Horizontal crack to head of left hand roller shutter, left hand side.
5.2.8		Crazing cracking to reveal right hand side at high level of left hand roller shutter.

ITEM NO.	LOCATION	DESCRIPTION
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5.3	EXTERNAL SOUTH OFFICE ELEVATION	
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- | | | |
|-------|---|---|
| 5.3.1 | | Split in the steel head to the office entrance door with some settlement and beading deflected. |
| 5.3.2 | ✓ | Mould growth out of brick joints at personnel door low level. |
| 5.3.3 | ✓ | Cracking to rendered plinth to base of offices generally. |
| 5.3.4 | ✓ | Some mastic overspill onto granite window sills. |
| 5.3.5 | | Open joints to brickwork to left hand of right hand office window. |
| 5.3.6 | | Repaired brickwork jointing to right hand office entrance door at head height. |
| 5.3.7 | | Cracking to path at front right hand corner of offices. |
| 5.3.8 | | Some corrosion to service boxing in surround at south east corner. |

5.4	EXTERNAL EAST ELEVATION	
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- | | | |
|-------|---|---|
| 5.4.1 | | Water staining off gutter to main warehouse centre of elevation. - REPAIR |
| 5.4.2 | ✓ | Broken slates on ground at rainwater pipe outlet to offices. |
| 5.4.3 | | Hairline cracking to blockwork at junction between offices and warehouse gable. |
| 5.4.4 | | Some impact/rub marks on gable wall generally. |
| 5.4.5 | ✓ | Cracking of mastic jointing between blockwork as has occurred. |
| 5.4.6 | | Some damage to the render beading at the northeastern corner. |

5.5	EXTERNAL NORTH ELEVATION	
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ITEM NO.	LOCATION	DESCRIPTION
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5.5.1		Some damage to plaster bead at northeastern corner with some repointing of plaster at this point.
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5.5.2		Some hairline cracking in the vicinity of the head to the personnel fire escape door to the northeastern corner.
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5.5.3		Corrosion to the door frame causing blistering of paint to the personnel door surround.
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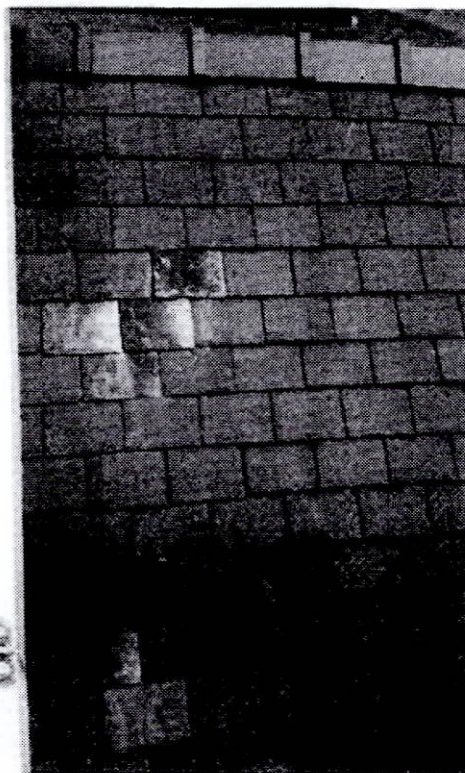


Photo 1 - Broken Slates Replaced



Photo 2 - Broken Slates Replaced

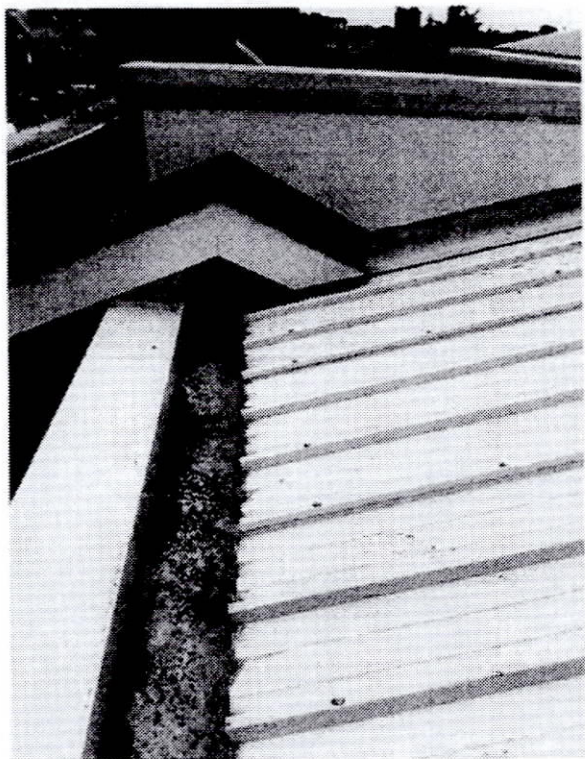


Photo 3 - Top Hat Fitted to Rainwater Outlet

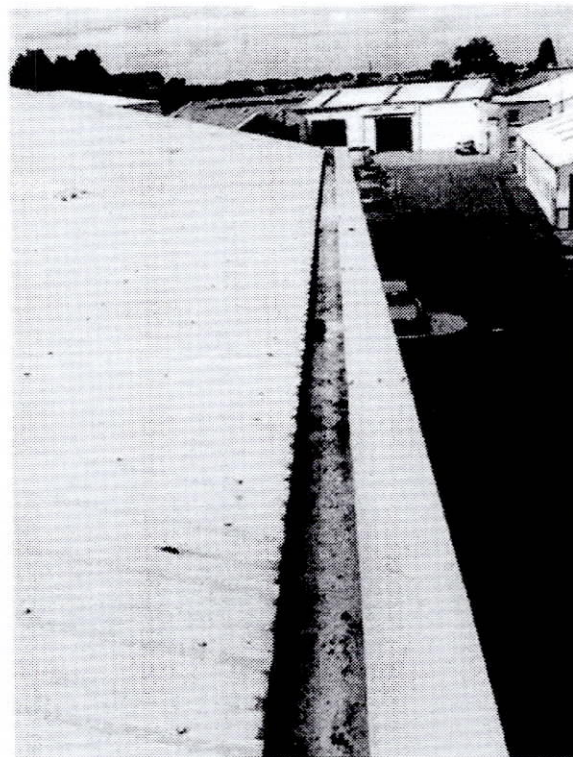
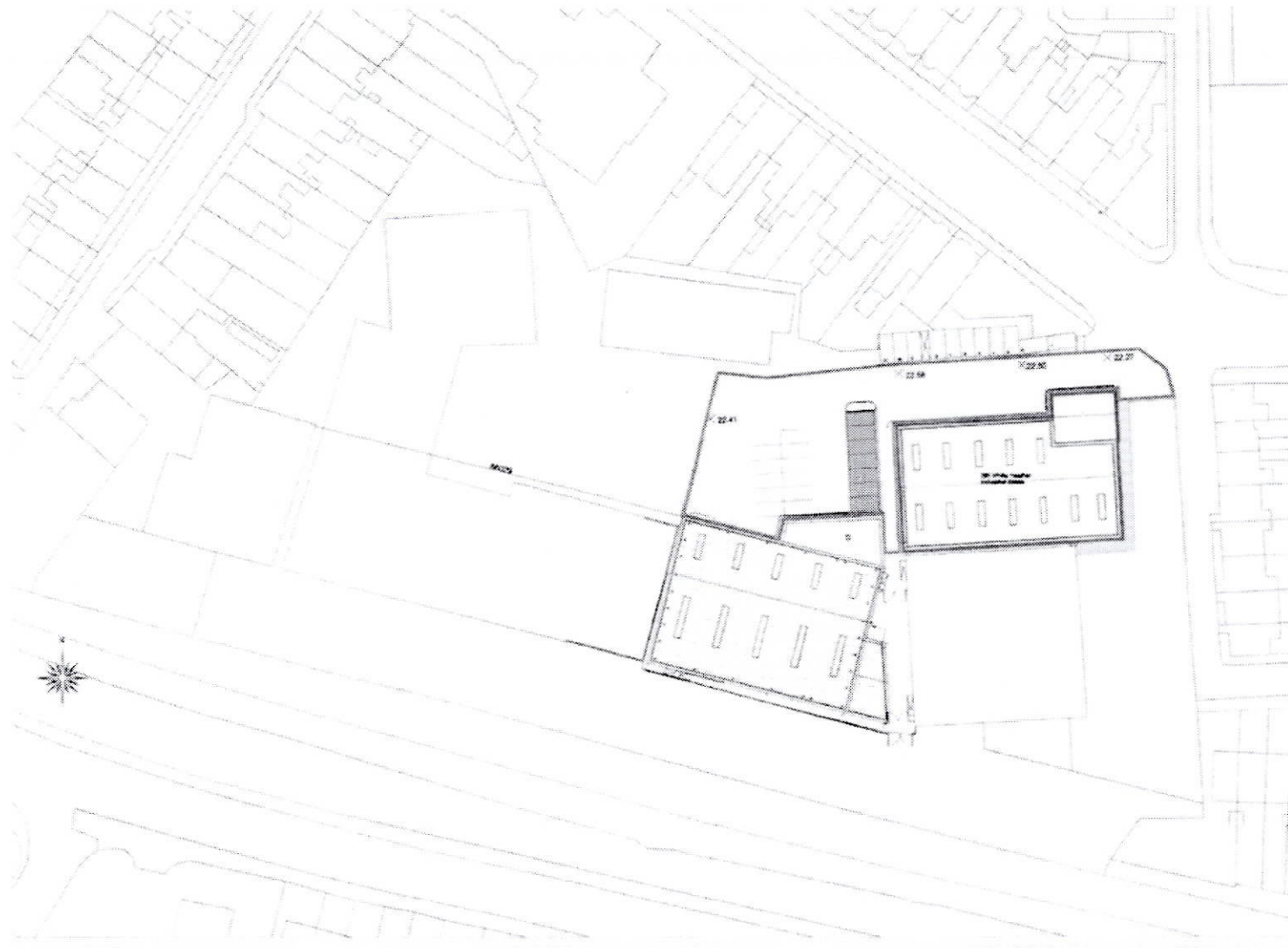


Figure 4 - Top Hat Fitted to Rainwater Outlets



SITE LAYOUT PLAN
SCALE 1:500

Notes:

Do not scale from this Drawing.
Use figured dimensions in all cases.
Report all discrepancies to Architects immediately.
This drawing is to be read in conjunction with
Architect's specification.
This Drawing is copyright.



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Project: Conversion of 22-41 Industrial Estate Units
22-41 Industrial Estate Units
Southampton
Unit 1

Client: 22-41 Industrial Estate Units

Drawing: 22-41

Scale: 1:500

Date: 10/1/2010

Drawn by: JT

Drawing for: 22-41 Industrial Estate Units

22-41 Industrial Estate Units

PRESENT when the Common Seal
of the LANDLORD was affixed hereto:-

Rita Warren
company Secretary.

Lynne Pasley



PRESENT when the Common Seal
of the TENANT was affixed hereto:-



John Smith

Dated thisday of2014

Hilton Pasley & Company Limited

("the Landlord")

DTW Capital Limited trading as Storage
World, Dublin

("the Tenant")

LEASE

of

Unit 295, White Heather Industrial Estate,
South Circular Road,
Dublin 8

WHITNEYMOORE

Solicitors

Wilton Park House

Wilton Place

Dublin 2

S:\12701 to 12800\12750\10\lease final 22.07.2014.docm



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Original Stamp Certificate: 10-0018277-BCD4-160210-A

Duty: € 1,384.50

Total: € 1,384.50

Date of Execution of Instrument: 16/02/2010

Parties From: HILTON PASLEY & CO. LTD

Parties To: DTW STORAGE LIMITED

Property: Unit 297 , White Heather Industrial Estate

Non Residential: Rent: € 137,215.00 Duty: € 1,372.00

Rent Review: € 12.50

Revenue



DATED THIS ^{16th} DAY OF February 2010

(1) Hilton Pasley & Company Limited

("the Landlord")

(2) DTW Storage Ltd trading as Storage World Dublin

("the Tenant")

LEASE

OF

Unit 297, White Heather Industrial Estate, South Circular Road,
Dublin 8.

WHITNEYMOORE

Solicitors

Wilton Park House

Wilton Place

Dublin 2

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Third Schedule	Exceptions and Reservations
Fourth Schedule	Rent Review

THIS LEASE made the 16 day of February Two Thousand and Ten BETWEEN

HILTON PASLEY & COMPANY LIMITED having its registered office at 307a South Circular Road, Dublin 8.(hereinafter called "the Landlord") of the first part and DTW Storage LTD, trading as STORAGE WORLD, Dublin having its registered office at c/o 38 South Mall, Cork (hereinafter called "the Tenant") of the second part.

WITNESSES AS FOLLOWS:-

1. INTERPRETATION AND CONSTRUCTION

1.1 Interpretation

In this Lease save where the context otherwise requires the following definitions apply:-

"Additional Sums" means the contribution to insurance premiums to be paid by the Tenant to the Landlord in accordance with Clause 3.2.1 and 3.2.2 and service charge in accordance with Clause 3.2.3 and any other payments due by the Tenant in accordance the terms of this Lease.

"Building Regulations" means the Building Control Act 1990 and any statutory extension modification amendment or re-enactment of such Act for the time being in force and any statutory instruments regulations or orders made or issued under any such Act or Acts

"Common Areas" means the roadways, pathways, car parks, the Utilities, the Conduits, Plant and Equipment and any other parts of White Heather Industrial Estate ("the Estate") used in common by the Landlord, the Tenant and other occupiers and unit within the Estate.

"Conduits" means all sewers drains pipes gutters gullies ducts conduits watercourses channels flues wires cables and other forms of conducting media

"Demised Premises" means the hereditaments and premises described in the First Schedule to this Lease

"Gale Day" means any day on which the rent reserved by this Lease becomes payable

"Insured Risks" means loss or damage by fire lightning explosion aircraft (or other aerial device) or articles dropped from them storm earthquake tempest flood bursting and overflowing of water or sewage pipes tanks and other media and apparatus strikes lock-out impact from road vehicles riot civil commotion damage by malicious persons and three years loss of rent in respect of the Demised Premises and such other risks (including engineering, public liability and/or property owners liability) as the Landlord may from time to time consider prudent or desirable

"the Landlord" includes the person for the time being entitled to the reversion immediately expectant upon the term granted by this Lease and any provisions requiring the consent of the Landlord are deemed to require also the consent of the Superior Landlord when necessary

"Landlord's Surveyor" means the person or persons appointed from time to time by the Landlord for the purposes specified in this Lease

"Nearby Premises" means all the lands and premises or any part of them adjoining opposite or near the Demised Premises and any buildings or structures or any part of any buildings or structures now or which during the Perpetuity Period become erected on such lands and premises.

"Permitted Use" means as use as a warehouse for commercial and domestic self storage and offices.

"Perpetuity Period" means the period commencing on the date of this Lease and ending on the expiration of twenty one years from the day of the death of the last survivor of the issue living of his late Britannic Majesty George V

"Planning Acts" means the local government (Planning & Development) Acts, 1963 to 1998 and the Planning and Development Acts 2000 to 2007 and any statutory extension modification amendment or re-enactment of any such Act or Acts for the time being in force and any statutory instruments, regulations or orders made or issued under any such Act or Acts

"Prescribed Rate" means the rate per centum per month which shall exceed by one eight per centum per month the monthly rate of interest for the time being chargeable under Section 1080 of the Taxes Consolidation Act 1997 (or such other monthly rate of interest as may from time to time be chargeable upon arrears of tax)

"Superior Landlord" includes any person or persons who now have or who may acquire a title to the Demised Premises mediately or immediately expectant upon the termination of the Landlord's term and any mortgagee of such persons or of the Landlord

"the Tenant" includes the successors in title and permitted assigns of the Tenant and in the case of an individual his personal representatives and if the tenant for the time being is more than one person then it includes each of them and the covenants expressed to be made by the Tenant shall then be deemed to be made by such persons jointly and severally

"Utilities" means water, water-tanks, soils and waste of all kinds, gas electricity internal telephone and other communication systems radio television fire fighting and fire prevention systems and equipment connected to the Demised Premises (including any plant machinery apparatus and equipment to operate or required for the Utilities).

"VAT" Value Added Tax as applied under the Value Added Tax Act 1972 as amended or any similar tax substituted therefore.

1.2

Construction

In this Lease references:

1.2.1 to a specific statute include (in the absence of any provision to the contrary in this Lease) any statutory extension modification amendment or re-enactment of that statute and any statutory instruments regulations or orders made under it and any general reference to "statute" or "statutes" includes any derivative statutory instruments regulations or orders

1.2.2 to the expiry of the term of this Lease or to the last year of the term of this Lease are to the end of the term granted by this Lease and the last year of the term of this Lease however the term comes to an end whether by effluxion of time or in any other way

- 1.2.3 to Conduits being "in" or "on" certain property include Conduits in on under over or through that property
- 1.2.4 to "damage" or "damaged" includes destruction or destroyed
- 1.2.5 to a clause or to a sub-clause or to a Schedule or part of a Schedule are unless the context otherwise requires to a clause sub-clause Schedule or part of a Schedule to this Lease as the case may be and the Schedules are deemed to form part of this Lease
- 1.2.6 to "Institute of Chartered Accountants in Ireland", "Society of Chartered Surveyors in the Republic of Ireland", "Irish Auctioneers' and Valuers' Institute" or "Law Society of Ireland" includes any other bodies established from time to time in succession or substitution for each of the said bodies or carrying out the functions currently carried out by each of them
- 1.2.7 to "this Lease" means these presents and any document which is made supplemental to these presents or which is entered into pursuant to or in accordance with these presents
- 1.3 Any right of the Landlord may (in the absence of any provision to the contrary in this Lease) also be exercised by any person expressly or by implication authorised by the Landlord or who is or becomes entitled to exercise it including without limitation the Superior Landlord
- 1.4 Any consent approval or authorisation to be given by the Landlord must be in writing and signed by the Landlord or on its behalf if it is to be effective under this Lease
- 1.5 Save where the context otherwise requires words importing one gender include all other genders and references to the singular include the plural and vice-versa and words importing persons include firms corporations and companies and vice-versa
- 1.6 Any covenant by the Tenant not to do any act or thing includes an obligation not to permit or allow that act or thing to be done by another person

1.7 The headings in this Lease are for convenience of reference only and are not to be taken into account in the construction or interpretation of this Lease

2. **DEMISE.**

2.1 In consideration of the rent covenants and conditions to be paid performed or observed by the Tenant the Landlord hereby demises unto the Tenant **ALL THAT** the Demised Premises and the Landlords fixtures and fittings in the Demised Premises **TOGETHER WITH** the easements and rights specified in the Second Schedule **EXCEPTING AND RESERVING** at all times to the Landlord the exceptions reservations easements and rights specified in the Third Schedule

2.2 **Habendum**

TO HOLD the same (excepting and reserving as aforesaid) unto the Tenant for the term of 15 years from and including the 16th day of February Two Thousand and Ten.

2.3 **Reddendum**

YIELDING AND PAYING from the 1st day of March Two Thousand and Ten unto the Landlord during the first five years of the term the yearly rent of €137,215.00 (One Hundred and Thirty Seven Thousand and Two Hundred and Fifteen Euro) plus VAT and thereafter during each of the successive periods of five years of which the first shall begin on the 16th day of February 2015 a yearly rent equal to the **HIGHER** of:

- (a) the yearly rent payable under this Lease during the preceding year, or
- (b) such revised yearly rent as may from time to time be ascertained in accordance with the provisions of the Fourth Schedule hereto

AND the rent is to be paid by equal quarterly payments in advance by Standing Order on the 1st day of January, the 1st day of April, the 1st day of July and the 1st day of October in each year (hereinafter called "the quarter days") the first payment in respect of the period from the 1st March 2010 to 31st March 2010 to be made on the execution hereof

AND ALSO YIELDING AND PAYING to the Landlord by way of additional rent on demand the Additional Sums.

3. **TENANT COVENANTS**

The Tenant hereby covenants with the Landlord as follows:-

3.1 **Rent**

To pay the reserved yearly rent or such revised yearly rent as may from time to time be ascertained in accordance with the provisions of the Fourth Schedule (whichever shall be greater) in the manner and at the times specified in this Lease and without any deduction or exercise of any right or claim of set-off

3.2 **Additional Sums**

To pay to the Landlord by way of additional rent:-

3.2.1 The amount expended by the Landlord in insuring the Demised Premises in the full reinstatement value thereof fixed by the Landlord against the Insured Risks such payment to be made on demand.

3.2.2 The amount expended by the Landlord in insuring against three years loss of rent in respect of the Demised Premises such payment to be made on demand.

3.2.3 Service charge in the amount of €5418.00 plus VAT per annum by equal quarterly payments in advance for the first five years and thereafter during each of the successive periods of 5 years, of which the first shall begin on the 16th February 2010 a yearly service charge equal to the higher of:-

- (a) the yearly service charge payable under the Lease during the preceding year.
- (b) such revised yearly service charge as may be ascertained based on the General Consumer Price Index.

3.3 **Outgoings and Taxes**

To pay discharge and indemnify the Landlord against:

3.3.1 All rates taxes assessments impositions duties charges obligations and outgoings whatsoever (whether statutory parochial local or of any other description) which are now or may at any time during the term granted by this Lease be charged

assessed imposed or payable in respect of all or any part of the Demised Premises or upon the owner or occupier of it except those which the owner is bound to pay notwithstanding any contract to the contrary and an apportioned part as determined by the Landlords Surveyor of any rates taxes assessments impositions duties charges obligations and outgoings which are now or may at any time during the term granted by this Lease be charged assessed imposed or payable in respect of the Demised Premises together with other property or on the owners and occupiers of the Demised Premises and other property

- 3.3.2 Any Value Added Tax chargeable (including penalties and interest) or payable or exigible on the grant or delivery of this Lease or chargeable on any rents or payment made or due by the Tenant under the Lease and on any payment where the Tenant agrees or is liable to reimburse the Landlord for such payment.

In the event that VAT legislation in force at the relevant time provides the Landlord with an option to charge VAT on the grant of the Lease or on the rents or other sums payable thereunder the Landlord hereby notifies the Tenant that they are opting to tax the Lease and that VAT shall be chargeable on any rents or other sums payable under this Lease. The Tenant agrees to pay any VAT properly chargeable on such amounts in accordance with the VAT Act 1972, as amended.

- 3.3.3 Any value added tax chargeable on any rents or payment made or due by the Tenant under this Lease and on any payment made by the Landlord where the Tenant agrees or is liable to reimburse the Landlord for such payment

3.4 **Supplies**

To pay to the suppliers and to indemnify the Landlord against all charges for water electricity gas oil telephone and other supplies consumed or used on or in relation to the Demised Premises and in particular the Tenant Utilities including any connection charges hiring charges and meter rents and at the Tenant expense to perform and observe all present and future regulations and requirements of the electricity gas and water supply authorities or boards and to keep the Landlord indemnified against any breach non-performance and non-observance thereof.

3.5 Stamp Duty and Registration

To pay and indemnify the Landlord against stamp duty payable on this Lease and the counterpart and any extension or renewal of this Lease including any penalties interest and fines and to pay and indemnify the Landlord against the cost of registration (if any) of this Lease and the counterpart

3.6 Interest

Without prejudice or limitation in any way to any of the Landlord's other rights powers and remedies whether under this Lease or otherwise to pay interest on the rents (including the Additional Sums) whether formally demanded or not and on any other sum reserved or made payable under this Lease that is or are not paid within fourteen days of the day and in the manner prescribed in this Lease for payment of same 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 ten (10) 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 sum becomes due or payable to the date of actual payment to the Landlord calculated on a daily basis

3.7 Repairs

3.7.1 To repair and to put and keep in good and substantial order repair and condition and renew where appropriate the Demised Premises and every part of it (including without limitation) all additions and improvements to the Demised Premises and the fixtures and fittings in and appurtenances to the Demised Premises.

3.7.2 To keep all water pipes in the Demised Premises reasonably protected from frost and to pay and to be responsible for and to indemnify the Landlord against all loss or damage arising from or in connection with the bursting overflow leaking or stopping up of Conduits occasioned by any act neglect omission or default of or by the Tenant or of or by any person at the Demised Premises expressly or by implication with the authority of the Tenant

3.8 Cleaning and Decoration

3.8.1 To clean the Demised Premises and to keep it clean neat and tidy at all times

- 3.8.2 Not to allow any refuse or rubbish on all or any part of the Demised Premises which is or may become unclean unsightly noise some or offensive or may detract from the quality or amenity of the Demised Premises or of the Nearby Premises and so often as is necessary or in the opinion of the Landlord desirable to remove all refuse and rubbish from the Demised Premises
- 3.8.2 To clean both sides of the windows and window frames in the Demised Premises as often as shall be necessary
- 3.8.4 To put and keep the Demised Premises in first class decorative order repair and condition throughout and to maintain a clean attractive appearance at all times in the interior and exterior of the Demised Premises
- 3.8.5 During the fifth year and thereafter in every succeeding fifth year of the term granted by this Lease and in the last year of the said term (whether determined by effluxion of time or otherwise howsoever) to redecorate the interior of the Demised Premises in a good and workmanlike manner and with suitable materials of high quality (and in the case of those parts of the Demised Premises previously or usually painted with three coats of high quality paint based on oil) to the satisfaction of the Landlord acting reasonably and to clean wash down and polish all tiles glazed bricks and washable surfaces of the Demised Premises to the satisfaction of the Landlord and subject to clause 3.8.6 below in every succeeding fifth year of the term granted by this Lease and in the last year of the said term (whether determined by effluxion of time or otherwise howsoever) to redecorate the exterior of the Demised Premises and the shop front in a good and workmanlike manner and with suitable materials of high quality (and in the case of those parts of the exterior of the Demised Premises and the shop front previously or usually painted with three coats of high quality paint based on oil) to the satisfaction of the Landlord and as to external work to the approval of the Landlord as to colour and appearance
- 3.8.6 Not to alter the external appearance of the Demised Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld.

3.9 Alterations

- 3.9.1 Not to make any addition improvement or alteration to the Demised Premises that affects the structure, any load bearing part or the foundations of the Demised Premises
- 3.9.2 Not to erect any new building or structure on the Demised Premises nor unite the Demised Premises with any adjoining property
- 3.9.3 Not to make any addition improvement or alteration to the Demised Premises (including without prejudice to the generality of the foregoing the internal layout of the Demised Premises) or to the Landlords fixtures and fittings or to any of the Conduits that is not prohibited by the absolute prohibitions contained in clauses 3.9.1 and 3.9.2 unless:
- (a) the consent of the Landlord has been obtained such consent not to be unreasonably withheld or delayed
 - (b) all necessary permissions consents and certificates (including without limitation fire safety certificates) from any public statutory local or other authority have been obtained and all necessary notices have been properly served on any such authority
 - (c) the Landlord has been supplied with drawings (including without limitation a complete copy of the application for any fire safety certificate) and where appropriate a specification in duplicate prepared by a qualified Architect or Engineer who must regularly inspect the work to completion
 - (d) the proper fees of the Landlord and any Superior Landlord and their respective professional advisers have been paid in relation to the application for consent
 - (e) such covenants and undertakings as the Landlord may require in connection with the carrying out and completion of the addition improvement or alteration being entered into

3.9.4 To pay any increased insurance premiums arising from or in connection with any addition improvement or alteration to the Demised Premises

3.9.5 At the expiry or sooner determination of the term granted by this Lease or in the case of a breach of the foregoing covenants of this Clause 3.9 to remove any addition improvement or alteration made to the Demised Premises if requested by the Landlord to do so and to reinstate and make good any part of the Demised Premises damaged by the removal and if the Tenant fails or refuses to comply with the foregoing within 21 days after such request by the Landlord then the Landlord and its servants contractors agents and workmen may enter the Demised Premises and remove such additions improvements or alterations and reinstate and make good any part of the Demised Premises damaged by the removal and all fees charges costs and expenses of so doing (including without limitation any legal fees and costs and surveyors' fees incurred) shall be a debt due from the Tenant to the Landlord repayable to the Landlord by the Tenant on demand and failing such payment recoverable by action or by distress as rent in arrears

3.9.6 Not to commit any waste of the Demised Premises unless it is permitted by virtue of a consent under sub-clause 3.9.3 (a)

3.9.7 Not to install place or erect any sunblind canopy shade window-box or awning on the exterior of the Demised Premises

3.10 Access for Landlord and notice to repair

3.10.1 To permit the Landlord and all persons authorised by the Landlord at all reasonable times and on reasonable notice in writing and at any time without notice in the case of emergency to enter the Demised Premises (with or without plant equipment and materials) to ascertain whether the provisions of this Lease have been observed and performed or to take inventories of the Landlord's fixtures and fittings in the Demised Premises or to view and examine the state of repair and condition of the Demised Premises

3.10.2 To repair clean decorate and make good the Demised Premises to the satisfaction of the Landlord (and in accordance with the covenants and obligations on the part

of the Tenant contained in this Lease) as required by written notice given to the Tenant or left at the Demised Premises specifying any repairs maintenance or decoration that the Tenant has failed to carry out or defects or breaches of covenant which the Tenant has failed to remedy within 60 days after such notice is given or left or sooner if required in such notice

3.10.3 Without prejudice to the right of re-entry contained in this Lease or any other rights powers and remedies of the Landlord to allow the Landlord and all persons authorised by the Landlord to enter the Demised Premises to carry out the work needed to comply with such notice and to pay on demand to the Landlord all fees charges costs and expenses of doing so (including without limitation any legal fees and costs and surveyors' fees incurred) if:

- (a) within twenty one (21) days of service of the written notice (or as soon as possible in the case of emergency) the Tenant has not begun or are not diligently continuing to complete the work referred to in the notice or
- (b) the Tenant fails to complete the work within sixty (60) days of service of the written notice or such shorter period specified in the written notice or
- (c) in the Landlord's opinion the Tenant is unlikely to complete the work within sixty (60) days of the service of the notice or such shorter period specified in the written notice

AND the said fees charges costs and expenses shall be a debt due from the Tenant to the Landlord repayable to the Landlord by the Tenant on demand and failing such payment recoverable by action or by distress as rent in arrears

3.11 Access for Necessary Works.

To permit the Landlord and all persons authorised by the Landlord at all reasonable times and on reasonable notice in writing and at any time without notice in the case of emergency (with or without plant equipment and materials) to enter the Demised Premises to carry out work to any part of or for the benefit of the Nearby Premises which cannot reasonably be carried out without access to the Demised Premises or to exercise any right granted to or excepted or reserved by the Landlord in this Lease or for any other

necessary or reasonable purpose as often as occasion may require in each case causing as little damage to the Demised Premises as reasonably practicable and making good all damage occasioned to the Demised Premises but without compensation for loss damage or inconvenience to the Tenant or its business.

3.12 Use

3.12.1 Not without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) to use the Demised Premises or any part of the Demised Premises for any purpose except for the Permitted Use and at all times to carry on the Permitted Use to the highest quality business standards and tone

3.13 Nuisance

Not to do in or about or allow to remain upon the Demised Premises anything which may constitute or become a nuisance or which may cause inconvenience disturbance or annoyance to the Landlord or owners Tenant or occupiers of Nearby Premises which may cause damage to any Nearby Premises

3.14 Pollution

3.14.1 Not to discharge into any Conduits any oil or grease or any deleterious or objectionable matter or substance or any effluent or other substance that may obstruct them or cause damage corrosion danger harm or injury to any person or property

3.14.2 To comply at all times with all statutory requirements of the Waste Management Regulations

3.15 Alienation

3.15.1 Not to part with or share the possession or occupation of the Demised Premises or any part of it nor to permit another to occupy the Demised Premises or any part of it as licensee or otherwise nor to hold the Demised Premises or any part of it in trust for another

3.15.2 Not to assign underlet mortgage or charge part only of the Demised Premises

3.15.3 Not to assign or underlet the whole of the Demised Premises without the prior consent of the Landlord (such consent not to be unreasonably withheld) and if required by the Landlord subject to the proposed assignee or underlessee providing all relevant information requested and subject to the following provisions:

3.15.4 In the case of an assignment to a limited liability company it shall be reasonable for the Landlord to require that two directors or other sureties of standing satisfactory to the Landlord shall join in such consent as aforesaid as sureties for such company in order jointly and severally to covenant with the Landlord in such manner as the Landlord may in its reasonable discretion determine

3.15.5 In the case of an underlease the same shall be of the entire of the Demised Premises at the then current market rent or the rent payable under this Lease at the time of the granting of such underlease (whichever is the higher) without any deduction whatsoever and without a fine or premium and before any permitted underletting the Tenant shall ensure that the underlessee enters into a direct covenant with the Landlord to perform and observe all the covenants (other than that for the payment of the rent reserved by this Lease) and conditions contained in this Lease and every underlease shall (without prejudice to the generality of the foregoing) specifically contain the following:-

- (a) an unqualified covenant prohibiting the underlessee from parting with possession or permitting another to share or occupy or hold on trust for another the underlet premises or any part of them
- (b) a covenant on the part of the underlessee not to assign or underlet the whole of the underlet premises without the prior consent of the Landlord
- (c) a covenant imposing in relation to any permitted assignment or underlease the same obligations for consent and registration with the Landlord as are in this Lease in relation to dispositions by the Tenant
- (d) a covenant condition or proviso under which the rent reserved by the underlease shall be reviewed on an upwards only basis at least every five

years and if every five years the Review Date as defined in the Fourth Schedule to this Lease shall be the date which is six months after the Review Dates in this Lease but otherwise in the same terms as provided in this Lease

- (e) a covenant or provision that the rent from time to time payable under the underlease shall not be less than the rent from time to time payable under this Lease save for the six monthly period between the Review Dates of this and the underlease as provided above
- (f) covenants and conditions in the same terms as nearly as circumstances admit to those contained in this Lease and a covenant by the underlessee (which the underlessor hereby covenants to enforce) prohibiting the underlessee from doing or allowing any act or thing upon or in relation to the underlet premises inconsistent with or in breach of the provisions of this Lease
- (g) a covenant condition or proviso for re-entry by the Landlord and/or by the underlessor on breach of any covenant by the underlessee

3.15.6 In relation to any permitted underlease to enforce at the Tenant's own expense the observance and performance by every underlessee of the provisions of the underlease and not at any time to waive any breach of the covenants or conditions on the part of any underlessee or assignee of any underlease nor without the consent of the Landlord (such consent not to be unreasonably withheld) to vary the terms of any permitted underlease

3.15.7 Within 14 days of any assignment mortgage charge underlease or any transmission or other devolution or disposition mediate or immediate of or relating to the Demised Premises to produce for registration and leave with the Landlord's solicitor a certified copy of any relevant document and to pay to the Landlord's solicitor and the Landlord's Surveyor their reasonable costs in connection with such assignment mortgage charge underlease transmission or other devolution or disposition together with value added tax thereon

3.15.8 The Landlord may withhold its consent under any provision of this clause 3.15 if the Tenant is in breach of any of the covenants and conditions contained in this Lease and on the Tenant's part to be observed and performed

3.15.9 The parties hereby agree that the Landlord shall be considered to reasonably withhold consent if the Tenant proposes to assign, sub-let or otherwise alienate the Demised Premises howsoever arising where such assignment, sub-let or other alienation would give rise to an irrecoverable VAT cost for the Landlord (including but not limited to any claw-back of VAT previously reclaimed by the Landlord or a VAT liability in relation to the Demised Premises). The Landlord shall not withhold consent to any alienation where the Tenant compensates the landlord for any VAT cost that arises from such alienation of the property.

3.15.10 The Tenant agrees to indemnify the Landlord against any irrecoverable VAT or any claw-back of VAT arising to the Landlord together with interest or penalties arising as a result of any breach of clause 3.15.

3.16 Restrictions in use

3.16.1 Not to play or use at the Demised Premises any apparatus that produces sound audible outside it nor to display any flashing lights at the Demised Premises visible outside it

3.16.2 Not to trade or to place or hang goods or articles on the areas outside or nearby the Demised Premises

3.16.3 Not to sleep on the Demised Premises nor use it as a residence nor keep any animal on it nor to use the Demised Premises for any dangerous noisy noxious or offensive trade business or occupation nor for any illegal or immoral purpose nor to permit any sale by auction or any "fire sale" "bankruptcy sale" "closing down sale" or any similar sale to be held on the Demised Premises nor to use it as a fast food or take-away outlet nor as a fish and chip shop or as a bookmakers office

3.16.4 Not at any time to sell or permit to be sold intoxicating liquor whether for consumption on or off the Demised Premises or as a club

3.17 Aerials Signs and Advertisements

3.17.1 Not to erect or affix any aerial pole mast disk or wire on the exterior of the Demised Premises without the Landlord's prior consent

3.17.2 Not to display any sign poster writing or advertisement of any kind on the Demised Premises without the prior approval of the Landlord such approval not to be unreasonably withheld in the case of signs and advertisements relating to the trade or business carried on at the Demised Premises **PROVIDED THAT** all necessary permissions certificates and approvals under the Planning Acts and Building Regulations have been obtained and complied with

3.18 Statutory Requirements

At all times during the term granted by this Lease at the Tenant own expense to observe and comply with the provisions and requirements of any and every statute and enactment for the time being in force whether already or in the future and any and every order regulation statutory instrument and bye-law already made or in the future to be made under or in pursuance of any such statute or enactment so far as they relate to or affect the Demised Premises or the user thereof for any purpose or the employment therein of any person or persons or any fixtures plant machinery equipment or chattels for the time being in on or affixed to the Demised Premises or used by the Tenant and whether such observance or compliance shall be properly directed or necessary to be done or executed by the owner landlord tenant or occupier of the Demised Premises and at all times to indemnify the Landlord against all costs charges expenses claims demands and liabilities in respect thereof

3.19 Statutory Notices

3.19.1 To produce to the Landlord a copy of any notice permission certificate order or proposal issued to the Tenant or served upon the Demised Premises by any government department local public or other authority or court of competent jurisdiction within seven (7) days of receipt and if required by the Landlord to produce the original document to the Landlord.

3.19.2 Without delay and at the cost of the Tenant to take all steps to comply with such notice permission order or proposal and at the request of the Landlord to make or

join with the Landlord in making any reasonable representations that the Landlord requires at the Landlord's cost (if they do not affect the Tenant's business) against or in respect of the notice order permission or proposal

3.20 Planning

In relation to the Planning Acts and the Building Regulations:

- 3.20.1 Not to do or to omit anything on or in connection with the Demised Premises the doing or omission of which is a contravention of the Planning Acts or of the Building Regulations or of any notices orders licences consents permissions fire safety certificates and conditions (if any) served made granted or imposed under or by virtue of the Planning Acts or the Building Regulations and at all times to indemnify and keep indemnified the Landlord against all actions proceedings liabilities costs charges expenses claims and demands whatsoever arising directly or indirectly from any breach non-performance or non-observance of this covenant
- 3.20.2 To comply at all times during the term granted by this Lease at the expense of the Tenant with the provisions and requirements of the Planning Acts and of the Building Regulations and of all licences consents permissions approvals certificates and fire safety certificates (if any) granted issued or imposed under the Planning Acts or in connection with the Building Regulations in so far as the same respectively relate to or affect the Demised Premises or any part thereof or the user of the Demised Premises or any operations works acts or things already or in the future to be carried out executed or done on or to the Demised Premises or any part thereof
- 3.20.3 To serve all such notices and obtain and comply with all necessary licences consents permissions approvals certificates and fire safety certificates as may be required (in each case at the expense of the Tenant) for the carrying out or making of any alterations improvements additions in or to the Demised Premises or the user or any change of user of the Demised Premises **PROVIDED** that no application for planning permission shall be made or implemented without the previous consent in each case of the Landlord

3.20.4 To produce to the Landlord or its surveyor all plans documents certificates and other evidence (including without limitation proper certificates of compliance from a qualified architect or engineer) reasonably required by the Landlord in order to satisfy itself that the provisions of this clause 3.20 have been complied with in all material respects within fourteen (14) days of a request by the Landlord or its surveyor

3.21 Equipment

Not to install or use on the Demised Premises any equipment which causes noise or vibration or smells detectable outside the Demised Premises or which causes any damage to the Demised Premises or any Nearby Premises

3.22 Vending Machines

Not to install outside or adjacent to the Demised Premises any coin operated vending machine or similar device whether for providing merchandise entertainment or amusement or for weighing or communicating or otherwise

3.23 Landlord's Costs

To pay to the Landlord all reasonable fees costs charges and expenses (including without limitation those payable to solicitors and architects) incurred or payable by the Landlord (and/or the Superior Landlord) arising out of or in connection with or incidental to:-

3.23.1 every application or request made by the Tenant for consent or approval whether it is granted refused offered subject to any qualification or withdrawn

3.23.2 in relation to or in contemplation of the preparation and service of any notice or of any proceedings under Section 14 of the Conveyancing and Law of Property Act, 1881 (whether or not any right of re-entry or forfeiture has been waived by the Landlord or the Tenant have been relieved under the provisions of that Act)

3.23.3 any steps taken in conjunction with the preparation and service of all notices and Schedules relating to any breach of the Tenant covenants in this Lease whether as to repair decoration or otherwise and whether served during or after the expiration or sooner determination of the term granted by this Lease

3.23.4 the recovery or attempted recovery of arrears of rents or other sums properly due from the Tenant and notwithstanding the generality of the foregoing the enforcement of any of the Tenant's covenants in this Lease

3.24 Encroachments

Not to stop up darken or obstruct any doors entrances windows or openings of or on or light belonging to the Demised Premises and to take all reasonable steps to prevent any encroachments being made or any easement or other right being acquired on under or over the Demised Premises or any part of it and to notify the Landlord immediately if any is attempted or threatened

3.25 No obstructions

3.25.1 Not to store or to leave goods or refuse in or otherwise to obstruct any of the roads footpaths access ways or fire escape routes abutting adjoining nearby or serving the Demised Premises

3.25.2 Not to obstruct or interfere with access to or the use of any Conduits or Utilities

3.25.3 Not to do or permit any act or thing to be done whereby any road car-park forecourt yard staircase passageway or other areas nearby or appurtenant to or for use in conjunction with the Demised Premises and any Nearby Premises may be damaged or obstructed or whereby the fair use thereof by others may be hindered or obstructed in any manner whatsoever

3.26 Dangerous Materials

To observe all statutory provisions and all provisions contained in any regulations made by any competent authority or by the Landlord or in any policy of insurance with regard to the storage and use of petrol gas and other explosive inflammable or dangerous oils substances or matters by the Tenant or its sub-tenants/licensees, invitees and customers.

3.27 Indemnity

To take out and maintain at all times during the term a policy of insurance covering public

liability and employers liability, in respect of and covering the liability of the Landlord or its Agents and the Tenant in respect of the Demised Premises in an amount of not less than the amount to be adjusted from time to time as the Landlord deems necessary and to produce the policy and the receipt for payment of the last premium thereon to the Landlord on demand.

To be responsible for and to indemnify and keep the Landlord indemnified from and against all and any losses actions proceedings expenses costs claims damage and liabilities whatsoever or howsoever arising which may be incurred or suffered by the Landlord or recovered claimed or made by any person against the Landlord in respect of or in consequence (whether direct or indirect) of any injury to or the death of any person or any loss or damage to any property moveable or immoveable or otherwise directly or indirectly arising out of or in connection with or incidental to:-

3.27.1 Any act negligence omission or default of the Tenant or of its sub-tenants, licensees/customers or invitees or their respective employees agents invitees or licensees

3.27.2 Any breach non-performance or non-observance by the Tenant of any of the covenants and conditions or other provisions contained in this Lease

3.27.3 The user of the Demised Premises

3.27.4 The state of repair or condition of the Demised Premises including any additions improvements or alterations to it or any other cause arising out of the Demised Premises

3.27.5 Anything now or to be attached to or projecting from the Demised Premises or

3.27.6 Any person being in or about the Demised Premises or using any plant appliances or equipment in the Demised Premises

3.27.7 The Storage by the Tenant or its sub-tenants, licensees/customers, invitees of any dangerous materials as referred to in Clause 3.26 herein.

3.28 Landlords Rights

Not to object to or interfere with the right of the Landlord to develop redevelop alter

improve or add to any Nearby Premises in respect of which the Landlord has or obtains a freehold or leasehold interest and to permit the Landlord at all times during the term granted by this Lease to exercise without interruption or interference any of the rights granted excepted or reserved to it by virtue of the provisions of this Lease

3.29 Overloading

3.29.1 Not to overload in any way whatsoever the Demised Premises or any part of it or any of the Utilities services or supplies serving servicing or supplying the Demised Premises

3.29.2 Not to have on the Demised Premises any plant machinery equipment safes goods or articles which shall or may strain or damage the Demised Premises or any part thereof

3.30 Reletting

To permit the Landlord or its agent at any time during the six months immediately prior to the expiration or sooner determination of the term of this Lease to fix upon any part of the Demised Premises a notice for reletting or selling and during that period to permit persons with the authority of the Landlord or its agent to view the Demised Premises at all reasonable times upon reasonable notice

3.31 Yield Up

At the expiry or sooner determination of the term granted by this Lease:

3.31.1 Quietly to yield up the Demised Premises and subject to Clause 3.9.5 all additions alterations and improvements made to it and all fixtures and fittings (other than trade or tenant's fixtures affixed by the Tenant) which during the said term may be affixed or fastened to or on the Demised Premises in every case in good and substantial order repair and condition (fair wear and tear excepted) and in accordance with the covenants on the part of the Tenant and the terms and conditions contained in this Lease and in any licence or consent granted by the Tenant in accordance with the provisions of this Lease

3.31.2 To give up all keys of the Demised Premises to the Landlord and

3.31.3 To remove the Tenant's or trade fixtures (if requested by the Landlord) and all signs and advertisements erected by the Tenant on or near the Demised Premises and immediately to make good any damage caused to the Demised Premises by the removal to the satisfaction of the Landlord

3.32 Alarm and Fire Safety

- (a) To ensure that a burglary alarm/security system is installed and correctly operated for all (internal and external) entrances to and egresses from the Demised Premises.
- (b) To comply with the requirements and recommendations of the Fire Officer, the Fire Authority and the Landlord's insurers in relation to Fire Safety in the Demised Premises.

3.33 Gate

In the event that the Landlord erects a gate at the entrance to the Estate, as provided in the Second Schedule hereto to ensure that the gate is locked outside normal business hours and to observe the reasonable rules and regulations made by the Landlord in relation to the gate.

3.34 Company

To comply with all statutory requirements necessary to ensure that the Tenant remains on the Register of Companies

4. LANDLORD'S COVENANTS

The Landlord **HEREBY COVENANTS** with the Tenant as follows:-

4.1 Quiet Enjoyment

That so long as the Tenant pays the rent reserved by this Lease and the Additional Sums and performs and observes the covenants conditions and agreements on its part contained in this Lease to permit the Tenant to hold and enjoy the Demised Premises peaceably during this demise (subject to the rights granted to or excepted and reserved by the Landlord in respect of same) without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord

5. INSURANCE

5.1 Landlord's Insurance Covenants

The Landlord hereby covenants with the Tenant:-

- 5.1.1 Subject to the Tenant paying the Additional Sums to insure and keep insured in the name of the Landlord the Demised Premises and all the Landlord's (and any Superior Landlords if any) fixtures and fittings in or on the Demised Premises (but not plate glass) and the Conduits serving the Demised Premises against the Insured Risks with a reputable insurance office or underwriter through any agency the Landlord may from time to time decide for the full reinstatement cost (to be determined from time to time by the Landlord or the Landlord's Surveyor) plus an inflationary factor (to be determined from time to time by the Landlord or the Landlord's Surveyor) including without limitation architects quantity surveyors and all other professional fees value added tax stamp duties cost of debris removal demolition site clearance and all costs and expenses of and incidental to rebuilding and reinstating the Demised Premises or any part thereof **PROVIDED THAT** the obligation to insure against any particular Insured Risk is subject to insurance for that risk being ordinarily available with a reputable insurer for premises such as the Demised Premises subject to any reasonable limitations and at a premium which the Landlord at his discretion considers is not excessive (and such risks may be covered by any policy or policies of insurance as the Landlord may consider appropriate)
- 5.1.2 To produce to the Tenant on request evidence of the terms of such policy and of payment of the last premium
- 5.1.3 To ensure that all monies received under or by virtue of any policy of insurance effected under Clause 5.1.1 above (other than monies in respect of loss of rents) are applied as soon as practicable (subject to the Landlord obtaining any necessary planning permission without onerous or unreasonable conditions and all other necessary certificates consents approvals and licences) in re-building repairing or reinstating the Demised Premises in a good and substantial manner unless the relevant policy or policies of insurance has or have been rendered void or voidable or payment of all or any part of the insurance monies have been refused or are irrecoverable partly or wholly in consequence of any act neglect omission or default of or suffered by the Tenant or its sub-tenants or its respective servants agents invitees or licensees **PROVIDED THAT:**

- (a) if the Landlord is unable to reinstate substantially in accordance with its existing plans and specifications due to the refusal of planning permission or other certificates approvals consents or licences or if the grant of any permission is subject to a condition which the Landlord considers is unreasonable or if any circumstance beyond the reasonable control of the Landlord prevents reinstatement within a period of three years from the date of the destruction or damage then the Tenant agrees to surrender this Lease when called upon by the Landlord so to do
- (b) for the purposes of this Lease the Tenant waive and abandon their rights (if any) to surrender this Lease under the provisions of Section 40 of the Landlord and Tenant Law, Amendment, Act 1860 or otherwise, save as specifically set out in sub clause (c)
- (c) if the Landlord fails to restore or reinstate the Demised Premises so as to be again fit for use within a period of three years from the date of the destruction or damage the Tenant may on giving three calendar months notice in writing to the Landlord determine this demise and the term granted by this Lease shall then cease and determine

5.2 Tenant Insurance Covenants

The Tenant hereby covenants with the Landlord:-

- 5.2.1 To pay as additional rent to the Landlord on demand the entire sum or sums certified from time to time by the Landlord or the Landlord's Surveyor as the premiums paid or to be paid by the Landlord for insuring the Demised Premises in accordance with clause 5.1.1, the said sum or sums certified from time to time by the Landlord or by the Landlord's Surveyor as the premiums paid or to be paid by the Landlord for insuring the Demised Premises and in addition including any increased premiums required as a result of the Tenant use of the Demised Premises or anything brought onto the Demised Premises and also including the premiums paid or to be paid for insuring for three years loss of rents under the Lease **PROVIDED THAT:**

- (a) the Landlord may at its sole option require payment of the sums referred to in Clause 5.2.1 in advance based upon the reasonable estimate of the Landlord or the Landlord's Surveyor as to the premiums applicable to the Demised Premises for the year in question and the Landlord may recover on demand as rent from the Tenant or shall allow to the Tenant (as the case may be) the amount of any underpayment or overpayment (as the case may be) by the Tenant for the year in question
- (b) the Tenant shall pay on the execution of this Lease the sums referred to in clause 5.2.1 for the period beginning on the date of commencement of the term granted by this Lease.

5.2.2 At all times to comply at the expense of the Tenant with all requirements and recommendations of any insurer and the fire or other competent authority whether notified or directed to the Landlord or the Tenant in relation to fire precautions and to comply with all regulations from time to time made by the Landlord in relation to fire precautions

5.2.3 To pay to the Landlord on demand and indemnify the Landlord against the cost of supplying and installing fire fighting equipment and apparatus recommended or required by any insurer or by the fire or other competent authority or by the Landlord for safety purposes or at the Landlord's option to supply and install such equipment and apparatus at the Landlord's direction and at the Tenant's expense

5.2.4 Not to do or omit anything that could cause the insurance effected under Clause 5.1.1 or the insurance any Nearby Premises to become void or voidable wholly or in part or that could cause any additional or increased premiums to become payable in respect of any such insurance

5.2.5 To give notice to the Landlord immediately any event happens which might affect any insurance policy relating to the Demised Premises or any Nearby Premises or any event happening against which the Landlord may have insured under this Lease

5.2.6 Not to obstruct the access to any fire equipment or the means of escape from the

Demised Premises nor to lock any fire-door or fire-exit while the Demised Premises is occupied

Glass

- 5.3 The Tenant covenants with the Landlord to insure and keep insured in the joint names of the Landlord and the Tenant all the windows glass and doors on the Demised Premises with a reputable insurance company against breakage or damage for its full reinstatement cost (to be determined by the Landlord or the Landlord's Surveyor) and to pay all premiums necessary for that purpose and when required to produce to the Landlord the policy for insurance and the receipt for the current premium and to reinstate any windows glass or doors that are broken or damaged with glass of no less quality or thickness and to make up any deficiency out of the Tenant's own monies

Public Liability

- 5.4 The Tenant covenants with the Landlord to take out and maintain during the term granted by this Lease proper and appropriate public liability insurance in the amount of €6,500,000.00 (Six million five hundred thousand euro) with a reputable insurance company or reputable underwriter in respect of the liability to any person the Landlord and/or the Tenant for loss damage personal injury or death in or about the Demised Premises or any part of it or any appliances apparatus or equipment in the Demised Premises or the state of repair condition occupation or use of it and to pay all premiums necessary for that purpose and when required to produce to the Landlord the policy for insurance and the receipt for the current premium; such policy to contain a provision that the policy cannot be cancelled without giving 30 days notice to the Landlord

5.5 Suspension of Rent

If the Demised Premises is destroyed or damaged by any of the Insured Risks so as to be unfit for use and if the policy or policies of insurance effected by the Landlord have not been rendered void or voidable or payment of the insurance monies withheld or refused in whole or in part in consequence of any act neglect omission or default of or suffered by the Tenant or its sub-tenants or their respective servants agents invitees or licensees the rent and additional sums hereby reserved (or a fair proportion of it according to the nature and extent of the damage) will be suspended until the Demised Premises is again fit for use or until three years from the date of destruction or damage whichever is the shorter period

6. The Services

Subject to the payment by the Tenant of the Service Charge the Landlord covenants to maintain and keep maintained, replaced and renewed the Common Areas provided that the Landlord shall not be liable for any loss to the Tenant arising directly or indirectly from the failure to provide such services as a result of industrial dispute, force majeure or other cause outside the control of the Landlord.

7. PROVISOS

7.1 Re-entry

Notwithstanding and without prejudice to any other rights remedies and powers contained in this Lease or otherwise available to the Landlord if:-

7.1.1 the rent reserved by this Lease or any of the Additional Sums or any interest on arrears of rent or on any Additional Sums is wholly or partly outstanding for twenty one (21) days after they or any of them become due whether formally demanded or not

7.1.2 the Tenant is in breach of any of the provisions of this Lease

7.1.3 where the Tenant is an individual or a firm the Tenant is unable to pay its debts as they fall due (within the meaning of the Bankruptcy Act, 1988) or a bankruptcy petition is presented or the Tenant compounds or enters into an arrangement with its creditors

7.1.4 where the Tenant is a company the Tenant is unable to pay its debts as they fall due within the meaning of the Companies Acts, 1963 to 1990 ("Companies Acts") or it goes into liquidation (whether compulsory or voluntary) or a receiver manager examiner interim examiner administrative receiver or provisional liquidator is appointed or if it convenes any meeting of creditors or class of creditors under or in accordance with the Companies Acts or if it compounds with creditors or enters a voluntary arrangement or a scheme of arrangement with creditors or

7.1.5 the Tenant has any distress or execution levied on its at the Demised Premises

THEN and in any such event the Landlord or any person or persons authorised by the Landlord may enter the Demised Premises or any part of it in the name of the whole at any time even if a previous right of re-entry has been waived and re-possess the Demised Premises and enjoy the same as if this Lease had not been executed and upon such re-entry the term granted by this Lease shall end but without prejudice to any rights powers or remedies in respect of any antecedent breach of any of the provisions of this Lease including the breach under which the re-entry is made

7.2 Representations

The Tenant acknowledges that it has not entered into this Lease in reliance wholly or partly on any representation or warranty made by or on behalf of the Landlord except any representation or warranty that is expressly set out in this Lease

7.3 Effect of Waiver

The Tenant's covenants will remain in full force (both at law and in equity) even if the Landlord has waived or temporarily released that covenant or waived or released (temporarily or permanently) a similar covenant.

7.4 Notices

7.4.1 A notice under this Lease must be in writing and unless the receiving party acknowledges receipt is valid if (and only if) it complies with the provisions of this Clause

7.4.2 The provisions are that:

- (a) the notice must be given or delivered by hand or sent by registered post
- (b) the notice must be served:

- where the receiving party is a company at its registered office or
- where the receiving party is the Tenant at the Demised Premises or
- where the receiving party is the Landlord, the Guarantors or other party to this Lease except the Tenant and that party is not a company at that party's address shown in this Lease or at any

alternative address that is specified in a notice given by that party to the other party or parties

- (c) A notice sent by registered post is to be treated as served on the third day after posting whenever and whether or not it was received
- (d) If the receiving party is more than one person a notice to one is notice to all

7.5 No Warranty

Nothing in this Lease contained shall be deemed to constitute any warranty by the Landlord that the Demised Premises or any part thereof are authorised under the Planning Acts or otherwise for use for any specific purpose

7.6 No Waiver

The demand for or acceptance of rent by the Landlord or its agents with or without knowledge of a breach of any of the covenants and conditions on the part of the Tenant contained in this Lease shall not be construed as a waiver of any such covenants or conditions and all of the Landlords rights powers and remedies under or by virtue of this Lease arising from or in connection with any such breach shall remain in full force

7.7 Exclusion of Landlord's liability

So far as permitted by law the Landlord shall not be responsible to the Tenant or any subtenants or any servant agent licensee or invitee of the Tenant or of their subtenants or any other person occupying or on the Demised Premises or any part of it for any injury or death suffered by any person or damage to or loss of any chattel or property sustained on or about the Demised Premises or for financial or consequential loss of any kind whatsoever

7.8 No implied easements

Nothing contained in this Lease shall impliedly confer or grant to the Tenant any easement right or privilege save those expressly granted by this Lease

7.9 Nearby Premises

Any dispute arising between the Tenant and occupiers of the Nearby Premises as to any easement quasi-easement right or privilege or Conduit in connection with the Demised

Premises or as to the party or other walls or structures separating the Demised Premises from the Nearby Premises or as to access ways or car parking facilities shall be fairly and reasonably determined by the Landlord's Surveyor whose decision shall be final and binding on the parties and whose fees shall be payable by the Tenant

7.10 Restrictions on adjoining occupiers

The Tenant shall not be entitled to the benefit of any restriction for the time being imposed on any owner lessee or occupier of any Nearby Premises and nothing in this Lease shall prevent or hinder the Landlord and any Superior Landlord from waiving or varying in whole or in part any such restriction or shall create or be deemed to create a binding scheme while the Tenant is in occupation of the Demised Premises.

7.11 Exclusivity

While the Tenant is in occupation of the Demised Premises the Landlord will not permit the creation of a first letting of a Unit within the Estate where the use is commercial and domestic self storage.

8. CERTIFICATES.

8.1 IT IS HEREBY CERTIFIED by the Tenant that the Demised Premises are entirely situate in the City of Dublin.

8.2 IT IS HEREBY FURTHER CERTIFIED that for the purposes of the stamping of this instrument that this is an instrument to which the provisions of Section 53 of the Stamp Duties Consolidation Act 1999 do not apply to this Instrument.

8.3 IT IS HEREBY FURTHER CERTIFIED that the property hereby leased is wholly non-residential and that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds €10,000.00.

8.4 IT IS HEREBY FURTHER CERTIFIED for the purposes of Section 29 of the Companies Act 1990 that the Tenant and the Landlord are not connected persons within the meaning of the Companies Act 1990

IN WITNESS whereof the parties hereto have executed this Lease in the manner following and

on the day and year first above **WRITTEN**

FIRST SCHEDULE
THE DEMISED PREMISES

ALL THAT AND THOSE the premises known as 297 White Heather Industrial Estate, South Circular Road in the City of Dublin comprising a gross external Floor Area of 1,274.77 sq.m., more particularly delineated on the map attached hereto and thereon edged red.

SECOND SCHEDULE
RIGHTS GRANTED TO THE TENANT

Full right and liberty for the Tenant as appurtenant to the Demised Premises (but subject to the rights excepted and reserved in the Third Schedule) in common with the Superior Landlord, the Landlord and all other persons who have or may hereafter have the like right:-

- (1) The free passage and running of the Utilities (subject to temporary interruption for repair alteration or replacement) to and from the Demised Premises through the Conduits which are now or may at time during the Perpetuity Period be in or passing through the nearby Premises or any part thereof insofar as is necessary for the proper and reasonable use and enjoyment of the Demised Premises
- (2) The exclusive right to park vehicles in the 11 car spaces shown coloured green on the map attached hereto.
- 3(a) The right (in common with the Landlord and all other persons having a like right) for the Tenant, its servants, agents, employees and invitees) to pass and repass to and from the Demised Premises at all times with or without vehicles of any description for all purposes connected with the use and enjoyment of the Demised Premises (but not) otherwise over and along the roadway coloured yellow, on the map attached hereto leading to and from the South Circular Road and the right for the Tenant its servants, agents, employees and licensees to use the area in front of the Demised Premises as a loading bay for delivery and collection of items.
- (b) Provided however that the Landlord may erect a gate to the entrance of the Estate

and in that event the Landlord will provide to the Tenant a key/code as are required to access the Estate.

4. The right in the event of a fire to exit the Demised Premises through the Fire Exits at the side of the Demised Premises.

THIRD SCHEDULE EXCEPTIONS AND RESERVATIONS

There is excepted and reserved out of these presents in favour of the Landlord any Superior Landlord and their respective tenant sub-tenant licensees successors and assigns and all other persons authorised by the Landlord for the benefit of any Nearby Premises and any buildings which are now or may at any time during the Perpetuity Period be erected thereon and every part thereof the easements rights and privileges following that is to say:-

- (1) Full free and uninterrupted passage and running to and from any Nearby Premises and every part thereof of the Utilities through the Conduits which are now or may at any time during the Perpetuity Period be in on under over or passing through the Demised Premises
- (2) The right to connect up with and to cleanse repair and renew the Conduits which are now or may at any time during the Perpetuity Period be in on under over or passing through the Demised Premises and to construct in on under or over the Demised Premises new Conduits and to inspect maintain replace alter cleanse repair and renew the same and for the aforementioned purposes to enter upon the Demised Premises with workmen and others and all necessary plant equipment and materials making good any damage thereby occasioned to the Demised Premises but not being responsible for any temporary inconvenience caused by any such works
- (3) The rights of light air support protection and shelter and all other easements and rights now or during the Perpetuity Period belonging to or enjoyed by or intended to be enjoyed by any Nearby Premises or any extensions or alterations thereto from the Demised Premises
- (4) Full right and liberty at all times to deal as the Landlord or any Superior Landlord (as the

case may be) may decide with the Nearby Premises or any part thereof and to execute and construct such works buildings alterations or additions thereon (whether by way of improvement redevelopment renovation or otherwise) in such manner as the Landlord or any Superior Landlord (as the case may be) may think fit in each case making good any damage thereby occasioned to the Demised Premises but without obtaining any consent from or making any compensation to the Tenant and notwithstanding that the access of light or air or other amenities to the Demised Premises may thereby be affected or interfered with

- (5) Full right and liberty at all reasonable times during the term granted by this Lease to enter upon the Demised Premises to view the condition of and to repair maintain alter paint redecorate or execute any works upon any Nearby Premises or any part thereof or for any other necessary or reasonable purpose making good any damage caused to the Demised Premises in the exercise of such right
- (6) The air space over the Demised Premises and every part thereof
- (7) The full and free right and liberty to enter upon the Demised Premises at all reasonable times and on reasonable notice in order to build on or into any dividing or party walls or fences or to build storeys thereover making good all damage occasioned to the Demised Premises in the exercise of such right
- (8) The right in the event of emergency in favour of the tenant, sub-tenant, licensees, invitees, successors and assigns of the adjoining unit to exit the adjoining unit along the fire corridor situate in the Demised Premises.

FOURTH SCHEDULE

RENT REVIEW

(Provisions as to Rent Revisions)

- 1. The revised rent referred to in this Lease in respect of any of the five year periods herein mentioned may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) be determined not earlier than the date of commencement of such period ("the Review Date") by an arbitrator to be nominated (in the absence of

agreement between the parties) upon the application (made not more than two calendar months before or at any time after the Review Date) of the Landlord (or if the Landlord fails to make such application within twenty-eight days of being requested in writing so to do by the Tenant then on the application of either party) by either the President of the Law Society of Ireland or the President of the Irish Auctioneers and Valuers Institute or the Chairman of the Society of Chartered Surveyors in the Republic of Ireland at the discretion of the party entitled to make the application

and

the revised rent so to be determined by the arbitrator shall be such as in his opinion represents at the Review Date the full open market yearly rent for the Demised Premises let as a whole without fine or premium:-

(A) **ON THE BASIS** of a letting with vacant possession thereof by a willing lessor to a willing lessee for a term (commencing on the Review Date) equal to the residue then unexpired of the term granted by this Lease and subject to the provisions herein set forth (other than as to the amount of the initial rent hereby reserved and such of said provisions as pertain to the review of rent)

(B) **ON THE ASSUMPTIONS** that:-

- (i) at and until the Review Date all the covenants on the part of the Landlord and the Tenant and the conditions contained in this Lease have been fully performed and observed
- (ii) in the event of the Demised Premises having been damaged or destroyed and not having been fully repaired reinstated or rebuilt (as the case may be) such damage or destruction had not occurred

and

(C) **HAVING REGARD** to other open market rental values current at the Review Date insofar as the arbitrator may deem same to be pertinent to the determination

(D) **BUT DISREGARDING** any effect on letting value of:-

- (a) the fact that the Tenant is or has been in occupation of the Demised Premises or any part thereof
- (b) the goodwill which shall have attached to the Demised Premises by reason of the business carried on thereat
- (c) any lawful improvements executed by and at the expense of the Tenant with the consent in writing of the Landlord in on to or in respect of the Demised Premises other than required works **PROVIDED** that in the interpretation of this sub-paragraph (c):-
the expression "the Tenant" shall extend to include the Tenant or any predecessor in title of the Tenant or any party lawfully occupying the Demised Premises or any part thereof under the Tenant
and
the expression "required works" shall mean works executed by the Tenant in pursuance of an obligation imposed on the Tenant by this Lease or by any lease of which this Lease is a renewal or by an agreement for the granting of this Lease or of any lease of which this Lease is a renewal or by virtue of any licence or deed of variation relating to the Demised Premises.
and
- (d) any rent free concession, reduced rent or other inducement whatsoever which would or might be given to an incoming tenant on the grant of a lease of the Demised Premises at the Review Date in question to the intent that no reduction shall be made in ascertaining the current market rent to reflect such rent free concession reduced rent or other inducement to compensate the Tenant for the absence thereof.

- 2. All arbitrations hereunder shall be conducted in accordance with the provisions set forth in the Arbitration Acts 1954 and 1980 or in any Act or statutory rule or order extending amending modifying or replacing the same and for the time being in force
- 3. In the event of the President or Chairman or other officer endowed with the functions of the President or Chairman of such Society or Institute as shall be relevant for the purposes of Paragraph 1 of this Schedule being unable or unwilling to make the

nomination therein mentioned the same may be made by the next senior officer of that Society or Institute who shall be so able and willing


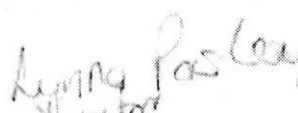
4. If the arbitrator shall relinquish his appointment or die or if it shall become apparent that for any reason he shall be unable or shall have become unfit or unsuited (whether because of bias or otherwise) to complete his duties or if he shall be removed from office by court order, a substitute may be nominated in his place and in relation to any such nomination the procedures hereinbefore set forth shall be deemed to apply as though the substitution were a nomination de novo which said procedures may be repeated as many times as may be necessary.
5. If the revised rent in respect of any period ("the Current Period") shall not have been ascertained on or before the Review Date referable thereto, rent shall continue to be payable up to the Gale Day next succeeding the ascertainment of the revised rent at the rate payable during the preceding period **AND** on such Gale Day the Tenant shall pay to the Landlord the appropriate instalment of the revised rent together with any shortfall between (i) the aggregate of rents (including such instalment if payable in arrear) actually paid for any part of the Current Period and (ii) rent at the rate of the revised rent attributable to the interval between that Review Date and such Gale Day and together also with interest on said shortfall such interest to be computed on a day to day basis and to be assessed at such a rate as shall be equivalent to the yield (at issue and before deduction of tax if any) on the security of the Government last issued before the commencement of the Current Period (allowance having been made in the calculation of the said yield for any profit or loss which may occur on the redemption of the security). For the purpose of this paragraph the revised rent shall be deemed to have been ascertained on the date when the same shall have been agreed between the parties or as the case may be on the date of the notification to the Tenant of the award of the arbitrator
6. If there should be in force at the commencement or during the currency of any particular relevant period any Statute or Order (directly or indirectly) prohibiting or restricting an increase of rent in respect of the Demised Premises the provisions of this Schedule and of this Lease may nevertheless be invoked or reinvoked to determine the rent which would but for the said prohibition or restriction be payable during such relevant period but (if appropriate) the further implementation thereof shall be suspended in effect for such

period as may be required by law

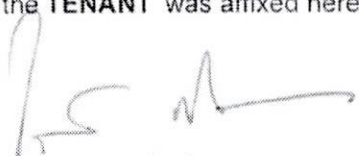
7. When and so often as the revised rent shall have been ascertained pursuant to the provisions herein set forth memoranda recording the same shall thereupon be signed by or on behalf of the Landlord and the Tenant and shall be annexed to this Lease and its counterpart and the parties shall bear their own costs in relation to the preparation and completion of such memoranda.

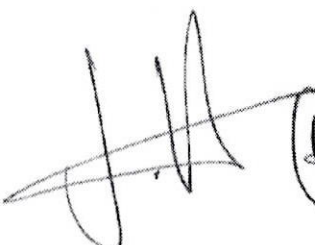
PRESENT when the Common Seal
of the LANDLORD was affixed hereto:-

Achene Begni
Solicitor
Windsor Place,
Oxford 2.


Peter Warren
Company Secretary

Lynne Pasley
Director

PRESENT when the Common Seal
of the TENANT was affixed hereto:-


S. L. Smith
18 Southwell
Col

 (DIRECTOR)

Auth of the Corporation

Dated this ^{16th} day of February 2010

Hilton Pasley & Company Limited

("the Landlord")

DTW Ltd trading as Storage World, Dublin

("the Tenant")

LEASE

of

Unit 297, White Heather Industrial Estate,
South Circular Road,
Dublin 8

WHITNEYMOORE

Solicitors

Wilton Park House

Wilton Place

Dublin 2

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