



Stamp Certificate

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Stamp Certificate ID:	17-0678166-41AE-280417-P	Notice Number:	40626319-09298M
Duty:	€ 270.00		
Interest:	€ 0.00		
Total:	€ 270.00		
Date of Execution of Instrument:	28/04/2017		
Parties From:	RICHARD BARRETT MOULDS LTD		
Parties To:	PACKAGING LAUNDRY LIMITED		
Property	Unit C4 Oldcourt Business Park, Boghall Road, Bray, , Wicklow		
	Non Residential: Rent: € 27,000.00	Duty: € 270.00	

Revenue



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(1) Landlord: RICHARD BARRETT MOULDS LIMITED

(2) Tenant: PACKAGING LAUNDRY LIMITED

LEASE

-of-

UNIT C4, OLDCOURT BUSINESS PARK, BOGHALL ROAD, BRAY, CO.WICKLOW

Term: 3 years from the 28 day of April 2017

Initial Rent: €27,000.00 exclusive of VAT per annum

Rent: €2,250.00 monthly in advance exclusive of VAT

Security Deposit €6,750.00

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Parties:

- (1) **Landlord: RICHARD BARRETT MOULDS LIMITED** having its registered office at Inisduff, Dargle Road, Bray, County Wicklow (hereinafter called "the Landlord" which expression where the context so admits shall include its successors in title and assigns)
- (2) **Tenant: PACKAGING LAUNDRY LIMITED** of The Burren, Manor Avenue, Greystones, Co. Wicklow (hereinafter called "the Tenant" which expression where the context so admits shall include its successors in title and assigns)

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- 1.7 "Insured Risks" means, subject always to such insurance as may ordinarily and reasonably be available to the Landlord and to such exclusions, excesses and limitations as may be imposed by the Landlord's insurers for the time being in respect of any or all of the following risks; fire (including subterranean fire), storm, tempest, flood, earthquake, lightning, explosion, impact by any road vehicle, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and such other risks as the Landlord may in its absolute discretion from time to time determine;
- 1.8 "Landlord" means the party or parties named as "Landlord" at the commencement of this Lease and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term;
- 1.9 "Landlord's Surveyor" means person or persons being a qualified chartered surveyor or surveyors appointed by the Landlord for the purposes specified herein provided that he has at the time of any required determination been in practice for at least five years.
- 1.10 "this Lease" includes the Schedules and any document which is made supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof;
- 1.11 "Outgoings" means all rates, service charges, taxes, water rates, outgoings, impositions and charges (including emergency service charges) of any description (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Demised Premises and the Utilities enjoyed in connection therewith **INCLUDING** any insurance excesses or other sums not recoverable by the Landlord (unless due to its neglect or default) but **EXCLUDING** any tax payable by the Landlord upon the rents herein reserved or occasioned by any disposition of or dealing with the reversion of this Lease;
- 1.12 "Permitted User" means use as a Industrial Laundry Service.
- 1.13 "Plan" means the plan (if any) annexed to this Lease;
- 1.14 "Planning Acts" means the Local Government (Planning and Development) Acts 1963 to 1993 and the Planning and Development Acts 2000 to 2002;
- 1.15 "Plant" means any lifts, lift machinery, central heating and air conditioning systems, sprinkler systems, fire prevention and fire detection systems, burglar alarm and

security alarm, boilers and other electrical and mechanical machinery, equipment and apparatus of whatsoever nature or kind and wherever installed in the Demised Premises;

- 1.16 "Prescribed Rate" means the rate of 8 per centum per annum;
- 1.17 "Gale Days" means the first day every month in every year of the Term.
- 1.18 "Rent Commencement Date" means the **28 day of April** 2017 ;
- 1.19 "Tenant" means the party or parties named at the commencement of this Lease and includes the person entitled for the time being to the Tenant's interest created by this Lease;
- 1.20 "Term" means 3 Years;
- 1.21 "Term Commencement Date" means the **28 day of April** 2017;
- 1.22 "Utilities" means water, soil, steam, air, gas, electricity; radio, television, telegraphic, telephonic and other communications, and other services of whatsoever nature;
- 1.23 "the 1860 Act" and "the 1881 Act" mean respectively the Landlord and Tenant Law Amendment Act, Ireland, 1860 and the Conveyancing Act, 1881.

2. INTERPRETATION

- 2.1 Where two or more persons are included in the expression "the Landlord" or "the Tenant", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Landlord, or the Tenant shall be deemed to be made by or with such persons jointly and severally.
- 1.1 Unless the context otherwise requires-
- 1.1.1 words importing the person include any unincorporated association or corporate body and vice versa;
- 1.1.2 any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;

- 1.1.3 any reference to the singular includes reference to the plural.
- 1.2 Any covenant by the Tenant not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing done by another person.
- 1.3 References to any right of the Landlord to have access to or entry upon the demised Premises shall be construed as extending to all persons authorised by the Landlord, including agents, professional advisers, prospective purchasers of any interest of the Landlord in the Demised Premises or in the Adjoining Property, contractors, workmen and others.
- 1.4 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.5 Headings are inserted for convenience only and do not affect the construction or interpretation of this Lease.
- 1.6 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.
- 1.7 If any term or provision in this Lease is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.

2. DEMISE AND RENTS

THE Landlord in consideration of the rents herein reserved (including the increases thereof which may arise as hereinafter provided) and the covenants on the part of the Tenant hereinafter contained **HEREBY DEMISES** unto the Tenant the Demised Premises **TOGETHER WITH** the ancillary rights and easements specified in the Second Schedule but **EXCEPTING AND RESERVING** the rights and easements specified in the Third Schedule **TO HOLD** the Demised Premises unto the Tenant from and including the Term Commencement Date for the Term **SUBJECT TO** all rights, easements, privileges, covenants, restrictions and stipulations of whatsoever nature affecting the Demised Premises **YIELDING AND PAYING** unto the Landlord during the Term:

- 2.1 Yearly and proportionately for any fraction of a year the Initial Rent and, from and including each Review Date (as defined in the Fourth Schedule), such yearly rent as becomes payable under the Fourth Schedule, and in every case the same is to be paid in the manner notified from time to time by the Landlord by equal monthly payments in advance;
- 2.2 A due proportion of all sums (including the cost of periodic valuations for insurance purposes) which the Landlord may from time to time pay for insuring the Building against the Insured Risks and other matters referred to in clause 5.3, all such sums to be paid on demand;
- 2.3 Any other sum recoverable by the Landlord as costs or expenses under this Lease, the same to be paid on demand.

3. TENANT'S COVENANTS

The Tenant throughout the Term **HEREBY COVENANTS** with the Landlord as follows:

4.1 Rents

To pay the rents in the manner specified in clause 3 (save for the first payments which shall be made on the execution of this Lease) and without any deduction, set-off or counterclaim whatsoever.

4.2 Interest on arrears

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord, if any of the rents (whether formally demanded or not) or other sums specified in clause 3 remain unpaid for more than seven days after the date when payment was due, to pay interest thereon at the Prescribed Rate from and including the date on which payment was due to the date of payment to the Landlord (both before and after any judgment).

4.3 Outgoings

To pay and indemnify the Landlord against all Outgoings to include commercial rates, water rates, service charge and utilities.

4.4 Repairs and Service Charge

- 4.4.1 To keep the interior of the premises including all locks electric gas and other fittings and installations and all additions thereto and all drains sanitary fittings appliances and pipes in good and tenable repair order and condition and keep the Landlord effectually indemnified against all claims in respect thereof and to keep the

windows clean and keep clean and free from chokages all wash-basins, lavatory basins, drains, sewers and gully traps serving the said premises and to pay for any damage thereto or expense of clearing the same caused by the negligence of the Tenant, its licensees, servants or agents.

Provided that the Tenant's liability under clauses 4.4.1, does not extend to damage in respect of which the Landlord is indemnified under a policy of insurance effected under clause 5.3.1.1 or to damage in respect of which the Landlord has no such entitlement through his own default.

4.5 Cleaning and maintenance

4.5.1 To keep all parts of the Demised Premises clean and tidy;

4.5.2 To keep those parts which are not built upon properly surfaced and free from weeds;

4.6 Yielding up

At the expiration or sooner determination of the Term to yield up the Demised Premises having-

4.6.1 complied with all the Tenant's covenants contained in this Lease; and

4.6.2 removed any moulding, sign, writing or painting of the name or business of the Tenant or occupiers, and

4.6.3 if so required by the Landlord, but not otherwise, removed all alterations or additions made to the Demised Premises by the Tenant, together with any Tenant's fixtures, fittings, furniture and effects, and restored the Demised Premises to their original prevailing condition.

4.7 Tenant's fixtures and effects

4.7.1 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of (subject to any conditions which the Landlord thinks fit) any fixtures, fittings, furniture and effects left by the Tenant on the Demised Premises for more than seven days after the expiry or sooner determination of the Term;

4.7.2 In acting under clause 4.8.1 the Landlord is not liable to the Tenant save having to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Landlord.

4.8 Common facilities

To pay on demand to the Landlord such proportion (to be fairly and properly determined by the Landlord) of any expenses (except to the extent they are recovered by the Landlord under insurance) properly incurred by the Landlord in repairing, maintaining, decorating, cleansing and lighting, as the case may be, those parts of the Building and/or the Adjoining Property in respect of which the Tenant has the ancillary rights and easements specified in the Second Schedule.

4.9 Rights of entry by Landlord

To permit the Landlord and all necessary materials and appliances at all reasonable times upon reasonable prior notice (except in cases of emergency) to enter and remain upon the Demised Premises for any of the following purposes:

- 4.9.1 to view and examine the state and condition of the Demised Premises and to take schedules or inventories of the Landlord's fixtures and fittings;
- 4.9.2 to exercise any of the rights excepted and reserved by, and to carry out any obligations arising under, this Lease;
- 4.9.3 for any other purpose connected with the interest of the Landlord in the Demised Premises, including, but not limited to, valuing or disposing of the said interest.

4.10 Compliance with notices

Upon written notice being given by the Landlord to the Tenant of any breach of covenant-

- 4.10.1 to make good and remedy within sixty days of such notice, or sooner if required in the notice, the breach to the reasonable satisfaction of the Landlord;
- 4.10.2 if the Tenant fails within twenty-one days of such notice or as soon as reasonably possible in the case of an emergency, to commence and then diligently and expeditiously to continue to comply with such notice, to permit the Landlord to enter the Demised Premises and carry out all or any of the works or other steps necessary for compliance with the notice;
- 4.10.3 to pay all costs and expenses thereby incurred to the Landlord on demand.

4.11 Operation of the Demised Premises

4.11.1 Not to engage in any activity in or on the Demised Premises which may result in-

- 4.11.1.1 a material increase in the risk of one or more of the Insured Risks happening or of contamination, pollution, or overloading in, on or to the Demised Premises;
- 4.11.1.2 the creation of any nuisance, annoyance or disturbance affecting the enjoyment of the Adjoining Property or the value or character of the Demised Premises;
- 4.11.1.3 the obstruction of or interference with the ancillary rights specified in the Second Schedule or with the rights of owners and occupiers of the Adjoining Property;
- 4.11.1.4 the interference with or malfunctioning of any fire and safety equipment or appliances installed in the Demised Premises;
- 4.11.1.5 the Landlord incurring liability or expense under any statutory provision;
- 4.11.1.6 not to damage or to interfere with the proper working of the machinery, utilities or otherwise in the Building;
- 4.11.1.7 not to allow to pass into the drains, sewers or water courses servicing the Building any noxious or deleterious effluent or other substance which will cause an obstruction or injure the said sewers, drains or water courses and in the event of any such obstruction or injury to make good as soon as practicable all such damage and any damage thereby caused to the Building to the reasonable satisfaction of the Landlord or the Landlord's Surveyor **PROVIDED HOWEVER** that where any such damage or blockage cannot be attributed to the act, neglect, default or omission of any one particular tenants or occupiers of any part of the Building then in any such event the Tenant shall refund to the Landlord such proportion of such costs and expenses as the Landlord or the Landlord's Surveyor shall conclusively determine;

4.11.1.8 to make use of a covered bin or bins or plastic sacks for removal of refuse and to comply with the Landlords regulations from time to time with regard to the storage and disposal of refuse;

4.11.1.9 not to place or deposit or allow to be placed or deposited for sale or otherwise outside any part of the Demised Premises or the Building any goods, articles or things whatsoever and not to instruct or allow to be obstructed the common parts of the Building or any part thereof;

4.11.2 Not to erect, place or display on the exterior or on the windows of the Demised Premises any sign or other item whatsoever without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

4.12 User

4.12.1 Not without the prior written consent of the Landlord (which consent shall not be unreasonably withheld) to use the Demised Premises except for the Permitted User nor to make any application for planning permission or a fire and safety certificate in regard to any change of user or other development relating to the Demised Premises without first giving notice in writing to the Landlord of the intention to make such application;

4.12.2 Not to leave the Demised Premises continuously unoccupied (other than for normal holiday periods) without notifying the Landlord;

4.12.3 To provide such caretaking or security arrangements as the Landlord or the insurers of the Demised Premises shall reasonably require in order to protect the Demised Premises from vandalism theft or unlawful occupation;

4.12.4 To provide the Landlord with the name, address and home telephone number of at least two authorised key holders for the time being of the Demised Premises and to notify the Landlord of any changes in the persons so authorised as keyholders of the Demised Premises;

4.12.5 Not to use the Demised Premises for any public or political meeting, public exhibition or public entertainment, show or spectacle of any kind, nor for any dangerous, noisy, noxious or offensive trade, business or occupation

whatsoever, nor for any illegal or immoral purpose, nor for residential or sleeping purposes;

4.12.6 Not to use the Demised Premises or any part thereof for gambling, betting, gaming or wagering, or as a betting office, or as a club, or for the sale of beer, wines and spirits, nor to hold any auction on the Demised Premises.

4.12.7 at all times during the Term to observe comply with all the recommendations or requirements of the appropriate fire authority whether notified or directed to the Landlord or the Tenant in relation to the fire precautions, indemnify the Landlord against any costs or expenses in complying with any such requirement or recommendation and will not obstruct the access to or means of working any apparatus or appliance for the time being installed in the Demised Premises or in the Building;

4.12.8 at all times during the Term to observe and comply in all respects with the provisions and requirements of any and every enactment for the time being in force or any orders or regulations thereunder for the time being in force and to do and execute or cause to be done or executed all such works as under or by virtue of any such enactment or any orders or regulations thereunder for the time being in force are or shall be properly directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof whether by the owner, landlord, lessee, tenant or occupier and at all times to keep the Landlord indemnified against all such claims, demands and liabilities in respect thereof and without derogating from the generality of the foregoing to comply with the requirements of any local or other statute authority and the order or orders of any court of competent jurisdiction.

4.13 Alterations

4.13.1 Not to erect any new building or structure or to engage in any works on, or to make any addition or alteration to the Demised Premises of such a kind that the Demised Premises lose their original identity;

4.13.2 Not to make any other addition or alteration to the Demised Premises without the prior written consent of the Landlord (which consent shall not be unreasonably withheld);

4.13.3 The Landlord may, as a condition of giving consent under the immediately preceding sub-clause, require the Tenant to enter into covenants or

undertakings as to the carrying out and insurance of the additions or alterations to the Demised Premises and as to their reinstatement to their original state at the expiration or sooner determination of the Term;

4.13.4 In respect of such additions or alterations, to comply in all respects with the provisions, as appropriate, of the Planning Acts and the Building Control Act and to carry out any related works in a good and workmanlike manner to the satisfaction of the Landlord.

4.14 Alienation

4.14.1 No Assignment and Underletting of Part.

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

4.14.2 No Assignment or underletting of Whole Without Consent.

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

4.14.3 Comply with Alienation Conditions.

To comply with such conditions which the Landlord considers appropriate as the conditions of giving consent which may include:-

- (i) that the Landlord be advised by a competent valuer that the proposed assignee or underlessee is acceptable as such from the point of view of a prudent institutional investor;
- (ii) an express covenant by the sub-lessee with the Landlord to perform and observe the Tenant's covenants and agreements herein including a covenant not to further assign sublet or part with the possession of the whole or any part of the Demised Premises without the Landlord's consent as aforesaid;
- (iii) in the case of an assignment to a limited company that not less than two Directors thereof of satisfactory standing shall join in the assignment as sureties for such company and shall covenant with the Landlord to make good to the Landlord all losses costs and expenses sustained by the Landlord through the default of such company in performing and observing the Tenant's covenants and

agreements herein and that if the limited company goes into liquidation and the liquidator disclaims this Lease that such Directors shall accept a new lease of the Demised Premises on the terms hereof for the then unexpired residue of the Term;

- (iv) in the case of an assignment to a subsidiary body corporate that its holding body corporate shall join in the assignment as surety for the subsidiary body corporate and shall covenant with the Landlord to make good to the Landlord all losses costs and expenses sustained by the Landlord through the default of such company in performing and observing the Tenant's covenants and agreements herein and that if the subsidiary body corporate goes into liquidation and the liquidator disclaims this Lease that the holding body corporate shall itself accept a new lease of the Demised Premises on the terms hereof for the then unexpired residue of the Term;
- (v) in the case of an assignment to an individual that a person of satisfactory standing shall join in the assignment as surety for the individual and shall covenant with the Landlord to make good to the Landlord all losses costs and expenses sustained by the Landlord through the default of such individual in performing and observing the Tenant's covenants and agreements herein and that if the individual becomes bankrupt and the Official Assignee disclaims this Lease that the said person shall itself accept a new lease of the Demised Premises on the terms hereof for the then unexpired residue of the Term;
- (vi) that any such covenant by such sureties shall further provide that any neglect or forbearance by, agreement made by, or act by or of the Landlord whether alone or jointly or with or against any other party (including the Tenant or any of the Tenant or any officers agents or employees of the Tenant or any of them) shall not release or exonerate such sureties.
- (vii) that adequate security for the payment of the rent and the due performance and observance of the Tenant's covenants and agreements herein (whether with or without surety) in a form suitable to the Landlord shall be provided by the proposed assignee; and

- (viii) that any subletting shall be made without fine or premium at not less than the rent payable hereunder and with provisions for review of the rent reserved by such subletting in the same manner and at the same times as is the rent hereby reserved.

4.14.4 Requirements for Applications for Consent to Alienate.

To furnish the following to the Landlord with each application for consent to assign or sublet:-

in the case of a company:-

- (i) the Memorandum and Articles of Association of the company;
- (ii) a banker's reference for such company;
- (iii) at least two trade references for such company by parties acceptable to the Landlord;
- (iv) three years audited accounts of such company for the most recent period;
- (v) full particulars of the proposed use of the Demised Premises; and
- (vi) an acceptable undertaking to pay Landlord's legal (on a solicitor and own client basis) and other costs of the application whether consent is granted or not;

and in the case of an individual:-

- (i) a bank reference for such individual;
- (ii) at least two trade references for such individual by parties reasonably acceptable to the Landlord;
- (iii) the names and full particulars of two acceptable sureties with bank references;
- (iv) a description of the nature of the business of the Tenant;
- (v) full particulars of the proposed use of the Demised Premises; and

- (vi) an acceptable undertaking to pay the Landlord's legal (on a solicitor and own client basis) and other costs of the application whether consent is granted or not.

4.14.5 Notice of Alienation.

Within fourteen days of every permitted assignment assent transfer underlease assignment or underlease or mortgage of or relating to the Demised Premises to notify the Landlord and produce to it such instrument or other evidence of devolution.

4.15 Registration of dispositions

To furnish to the Landlord or its solicitors within twenty-one days of the alienation a certified copy of the deed or other instrument evidencing or effecting any alienation of or relating to the Demised Premises.

4.16 Landlord's expenses

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

4.16.1 the preparation and service of any notice and of any proceedings under the 1860 Act or the 1881 Act;

4.16.2 the preparation and service of any notice and schedule relating to disrepair;

4.16.3 the recovery or attempted recovery of arrears of rent or other sums payable under this Lease;

4.16.4 procuring the remedying of any breach of covenant by the Tenant;

4.16.5 any application for consent required under the terms of this Lease (whether such consent is granted or not);

4.16.6 any other action taken at the request of the Tenant.

4.17 Statutory requirements

4.17.1 At the Tenant's own expense, to comply in all respects in relation to the Demised Premises with-

4.17.1.1 all obligations and requirements arising from or under any statutory provision or imposed under powers conferred on any authority or court of competent jurisdiction;

4.17.1.2 any reasonable demand by the Landlord for production of plans, documents and other evidence which the Landlord may require in order to satisfy itself that the provisions of this clause have been or will be complied with.

4.17.2 Upon receipt of any notice or order relating to the Demised Premises or the occupier thereof or of any proposal for the same served or given under the Planning Acts, the Building Control Act or any other statutory provisions, forthwith-

4.17.2.1 to furnish the Landlord with a true copy thereof and any further particulars required by the Landlord.

4.17.2.2 to take all necessary steps to comply with the notice or order:

4.17.2.3 at the written request of the Landlord but at the cost of the Tenant, to make or join with the Landlord in making such objection or representation against or in respect of any such notice, order or proposal as the Landlord may reasonably require.

4.18 Encroachments and easements

4.18.1 Not to stop up, darken or obstruct any window, rights of light or rights of way belonging to the Demised Premises and/or the Building;

4.18.2 Not to permit any new easement, encroachment, or any other third party rights to be made or enjoyed over or in respect of the Demised Premises or to acknowledge their existence or to grant any such rights;

4.18.3 As soon as the Tenant is aware of any attempt to claim or exercise such third party rights, forthwith to give written notice thereof to the Landlord and, at the request of the Landlord, to take such steps as may be reasonably required by the Landlord to prevent their acquisition or otherwise deal with them.

4.19 Reletting and planning application notices

To permit the Landlord at all reasonable times during the last six months of the Term to enter upon the Demised Premises and affix and retain without interference upon any suitable parts of the Demised Premises (but not so as materially to affect the access of light and air to the Demised Premises) notices

of reletting the same and, as appropriate, any site notice relating to a planning application and to permit all persons with the written authority of the Landlord or its agent to view the Demised Premises at all reasonable hours in the daytime, upon prior notice having been given.

4.20 Indemnity

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

4.20.1.1 breach by the Tenant of any of the provisions of this Lease;

4.20.1.2 the use of or works carried out on or to the Demised Premises during the Term;

4.20.1.3 any act, neglect or default by the Tenant or any person on the Demised Premises with its actual or implied authority.

4.20.2 To effect and keep in force such public liability, employer's liability and other policies of insurance (to the extent that such insurance cover is available) as may be necessary to cover the Tenant against any claim arising under the preceding sub-clause and to extend such policy or policies so that the Landlord is indemnified by the insurers in the same manner as the Tenant.

4.20.3 Whenever required to do so by the Landlord, to produce to the Landlord the said policy or policies together with satisfactory evidence that the same is/are valid and subsisting and that all premiums due thereon have been paid.

4.21 Stamp Duty

To pay to the Landlord-

4.21.1 any stamp duty payable on this Lease and its counterpart together with registration fees;

4.22 Insurance

4.22.1 Not to do or omit to do anything which might cause any policy of insurance relating to the Demised Premises, the Building or any Adjoining Property owned by the Landlord to become void or voidable wholly or in part nor (unless the Tenant has previously notified the Landlord and agreed to pay

the increased premium) to do anything whereby any abnormal or loaded premium may become payable.

4.22.2 Subject to the Landlord furnishing the Tenant with a copy of any policy of insurance effected under clause 5.3, to comply, at the Tenant's own expense, with all the requirements under that policy and the recommendations of the insurers relating to the Demised Premises.

4.23.3.1 If so requested by the Landlord, to insure and keep insured in the joint names of the Landlord and the Tenant any glass forming part of the Demised Premises against breakage (other than as a result of the Insured Risks) for a sum which is not less than the full replacement value thereof for the time being with such insurance company as may from time to time be approved by the Landlord;

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

4.23 Registration of Company

To comply with all statutory requirements necessary to ensure that the Tenant remains on the register of companies.

5. LANDLORD'S COVENANTS

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

5.1 Quiet enjoyment

To permit the Tenant, provided he pays the rent reserved by and otherwise complies with the provisions of this Lease, peaceably to hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or any person lawfully claiming through, under or in trust for it.

5.2 Exercise of rights

In exercising any of the Landlord's rights of entry or other rights in relation to the Demised Premises-

5.2.1 to take all necessary steps to ensure that as little damage is done to the Demised Premises and as little inconvenience is caused to their occupiers as is reasonably practicable;

5.2.2 to make good without delay any damage which may be caused by such exercise.

5.3 Insurance

5.3.1 Subject to reimbursement by the Tenant of the premiums payable by the Landlord, to insure and keep insured with an insurer of repute located in Ireland in the name of the Landlord-

5.3.1.1 the Demised Premises against loss or damage by the Insured Risks in the full reinstatement costs thereof (to be determined from time to time by the Landlord or his professional adviser) including:

- (i) Architects, Surveyors, Consultants and other professional fees (including Value Added Tax thereon);
- (ii) the costs of shoring up, demolishing, site clearing and similar expense;
- (iii) all stamp duty and other taxes or duties exigible on any building or like contract as may be entered into and all incidental expenses (including planning and building regulation fees) relative to the reconstruction, reinstatement or repair of the Demised Premises;
- (iv) such provision for inflation as the Landlord in its absolute discretion shall deem appropriate;

5.3.1.2 the loss of rent from time to time payable, or reasonably estimated to be payable, under this Lease (taking account of any review of the rent which may become due under this Lease) following loss or damage to the Demised Premises by the Insured Risks, for three years or such longer period as the Landlord may, from time to time, reasonably deem to be necessary, having regard to the likely period required for rebuilding and for obtaining planning permission and any other consents, certificates and approvals in connection with the reinstatement of the Demised Premises;

5.3.1.3 the property owner's, public, employer's and other liability of the Landlord arising out of or in relation to the Demised Premises;

5.3.1.4 such other insurances as the Landlord may, in its discretion, from time to time deem necessary to effect.

5.3.2 At the request of the Tenant, the Landlord shall produce to the Tenant a copy or extract duly certified by the Landlord of such insurance policy or policies and a copy of the receipt for the last premium or (at the Landlord's option) reasonable evidence from the insurers of the terms of the insurance policy or policies and the fact that it is or they are subsisting and in effect.

5.3.3 If the Demised Premises are destroyed or damaged by any of the Insured Risks then:

5.3.3.1 unless payment of any of the insurance moneys is refused by reason of any act or default of the Tenant, any under-tenant or any person under its or their control; and

5.3.3.2 subject to the Landlord being able to obtain any necessary planning permission and other necessary licences, certificates, approvals and consents (which the Landlord shall use its reasonable endeavours to obtain); and

5.3.3.3 subject to the necessary labour and materials being and remaining available (which the Landlord shall use its reasonable endeavours to obtain as soon as practicable); and

5.3.3.4 subject to exercise of the right to terminate the Lease under this clause:

the Landlord shall as soon as possible lay out the proceeds of insurance effected under clause 5.3.1.1 in rebuilding and reinstating the Demised Premises as necessary to make them substantially the same as they were prior to the destruction or damage (but not so as to provide accommodation identical in layout and manner or method of construction if it would not be reasonably practical to do so).

5.3.4 If the Landlord is prevented (for any reason other than its act or default) from compliance with the previous provisions of this clause the following provisions apply:

- 5.3.4.1 the Landlord is relieved of its obligations and is solely entitled to all insurance moneys;
- 5.3.4.2 if the prevention continues for three years and the Lease is not otherwise terminated, the Landlord or the Tenant may at any time after expiry of that period by not less than three months' written notice given to the other party determine this Lease, but without prejudice to any claim by either party against the other in respect of any antecedent breach of its terms.
- 5.3.5 If the destruction or damage to the Demised Premises renders them unfit for use and occupation and provided the insurance has not been vitiated nor payment of any insurance moneys refused by reason of any act or default of the Tenant, any undertenant or any person under its or their control, the rent payable under clauses 3.1 of this Lease shall be suspended in accordance with the following provisions:
- 5.3.5.1 the rent suspended shall be the whole rent or such proportion as is fair according to the nature and extent of the damage to the Demised Premises;
- 5.3.5.2 the suspension shall last until either the Demised Premises are again rendered fit for use and occupation or the expiration of three years (or such longer period as the Landlord may have insured against) from the date of destruction or damage, whichever is the earlier;
- 5.3.5.3 where the destruction or damage occurs during a quarter in respect of which rent has been paid in advance, the Landlord shall refund to the Tenant the proportion of that rent (apportioned on a daily basis) which is attributable to the period following the date of destruction of damage;
- 5.3.5.4 any dispute regarding suspension of rent shall be determined by a single arbitrator to be appointed, in default of agreement, upon the application of either party, by or on behalf of the President or acting President for the time being of the Society of Chartered Surveyors in accordance with the provisions of the Arbitration Acts, 1954-1980.
- 5.3.6 As and when requested from time to time by the tenant, the Landlord shall use its reasonable endeavours:

5.3.6.1 to obtain from the Landlord's insurers a waiver of its subrogation rights (if any) against the Tenant in respect of the Demised Premises so long as such a waiver is available in the insurance market from a reputable insurer located in Ireland and any costs reasonably incurred thereby are discharged by the Tenant;

5.3.6.2 to ensure that the insurance policy or policies in respect of the Insured Risks contain a provision that the insurance is not invalidated by any change of occupancy or increase or risk taking place in or on the Demised Premises without the knowledge of the Landlord provided that the Landlord shall immediately upon the same coming to its knowledge give notice to the insurers and the Tenant shall pay any additional premiums as may be required from the date of such increase of risk.

5.3.7 For the purposes of this clause "Demised Premises" do not include (unless otherwise specified by the Landlord) any additions, alterations or improvements carried out or being carried out by the Tenant.

6 PROVISOS

PROVIDED ALWAYS as follows:-

6.1 Forfeiture

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord if:

- 6.1.1 the whole or any part of the rents or other sums reserved by this Lease is unpaid for fourteen days after becoming payable (whether formally demanded or not); or
- 6.1.2 there is a breach of any of the Tenant's covenants; or
- 6.1.3 if the Tenant has a winding-up petition presented against it or passes a winding-up resolution (other than in connection with a members' voluntary winding-up for the purposes of amalgamation or reconstruction which has the prior written approval of the Landlord) or resolves to present its own winding-up petition or is wound-up (whether in Ireland or elsewhere) or a Receiver and Manager is appointed in respect of the Demised Premises or of the Tenant or of the Guarantor; or

6.1.4 if the Tenant has a bankruptcy petition presented against him or is adjudged bankrupt (whether in Ireland or elsewhere) or suffers any distress or execution to be levied on the Demised Premises or enters into composition with his creditors or has a receiving order made against him;

THEN, and in any such case, the Landlord may at any time hereafter re-enter the Demised Premises and thereupon the Term absolutely ceases and determines, but without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants or conditions contained in this Lease.

6.2 No implied easements

Nothing in this Lease shall impliedly confer upon or grant to the Tenant any easement, right or privilege other than those expressly granted (if any) by it.

6.3 Exclusion of warranty as to user

Nothing contained in this Lease or in any consent granted or approval given by the Landlord under it implies or warrants that the Demised Premises may be used under the Planning Acts or the Building Control Act for the purpose herein authorised or any purpose subsequently authorised and the Tenant hereby acknowledges that the Landlord has not given or made at any time any representation or warranty that any such use is or will be or will remain a permitted use under those Acts.

6.4 Representations

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

6.5 Covenants relating to the Building and Adjoining Property

Nothing contained in or implied by this Lease shall give to the Tenant the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any tenant of the Landlord in respect of the Building or the Adjoining Property.

6.6 Effect of Waiver

Each of the Tenant's covenants shall remain in full force both at law and in equity notwithstanding that the Landlord may have appeared to have waived or released temporarily any such covenant, or waived or released temporarily or permanently, revocably or irrevocably a similar covenant affecting other property belonging to the Landlord.

6.7 Applicable Law

This Lease and all relationships created thereby shall in all respects be governed by and construed and interpreted in accordance with Irish law.

6.8 Notices

6.8.1 Any demand or notice required to be made, given to, or served on the Tenant under this Lease is duly and validly made, given or served if addressed to the Tenant (or, if the Tenant comprises more than one person, then to any of them) and delivered personally, or sent by prepaid registered or recorded delivery mail, or sent by telex or telegraphic facsimile transmission addressed (in the case of a company) to its registered office or (whether a company or individual) to its last known address, or to the Demised Premises;

6.8.2 Any notice required to be given or served on the Landlord is duly and validly given or served if sent by pre-paid registered or recorded delivery mail, or sent by telex or telegraphic facsimile transmission addressed to the Landlord at its registered office.

6.9 Termination by Tenant or Landlord

The Tenant or the Landlord may terminate this Lease as of the expiration of the second year of the Term ("the Option Date") subject strictly to the following terms and conditions:-

6.9.1 The Tenant and/or the Landlord shall serve on the other party a notice in writing exercising the said right ("the Notice") at least six months prior to the expiry of the relevant Option Date and in this regard time shall be of the essence.

6.9.2 The Tenant shall continue to be responsible for rent and all Outgoings payable on foot of this Lease up to the Option Date.

6.9.3 The Tenant shall on or prior to the Option Date deliver to the Landlord the original of this Lease, together with all related title documentation (including a release or discharge of all mortgages, charges and other incumbrances, whether registered or not), and shall as beneficial owner deliver duly executed and stamped a transfer or surrender of this Lease and (if applicable) shall procure the cancellation of its registration in the Land Registry.

6.9.4 Any such termination shall be without prejudice to any antecedent breach by either the Landlord or Tenant of any of their respective covenants herein contained.

6.9.5 In the event of the Tenant who first entered into this Lease assigning it with the Landlord's consent to a third party the provisions contained in this clause shall not apply to such third party or any subsequent successors in title thereto.

7. SECTION 29 COMPANIES ACT, 1990

It is hereby certified for the purposes of Section 359 of the Companies Act, 2014, that the Landlord and the Tenant are not bodies corporate connected with one another in a manner which would require this transaction to be ratified by resolution of either.

IN WITNESS whereof the parties hereto have executed this Lease in the manner following and on the day and year first above **WRITTEN**.

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**FIRST SCHEDULE
(Demised Premises)**

ALL THAT part of the premises known as **Unit C4, Oldcourt Business Park, Boghall Road, Bray, Co. Wicklow** more particularly described and set out on the map annexed hereto and thereon edged red ON Land Registry Compliance Map 'A' attached hereto and including without prejudice to the generality of the foregoing;

1. all the Conduits and Plant in, upon, over or under and exclusively serving the same;
2. all Landlord's fixtures and fittings now or hereafter in or upon same;
3. all additions, alterations and improvements thereto;
4. shared access over the rear yard in common with other occupiers and full and unrestricted use of the shared yard for truck manoeuvres and loading;

but excluding the airspace above and the ground below the Demised Premises.

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SECOND SCHEDULE

(Ancillary Rights)

The following rights and easements are demised (to the extent only that the Landlord is entitled to make such a grant) to the Tenant to be enjoyed in common with the Landlord and the tenants and occupiers of the Building and the Adjoining Property and all other persons authorised by the Landlord or having the like rights and easement;

1. the free and uninterrupted passage and running of the Utilities to and from the Demised Premises through the Conduits which are now, or may at any time during the Term be, in, on, under or passing through or over the Building and the Adjoining Property;
2. The right to enter the airspace above the roof of the Demised Premises, for the sole purpose of carrying out any works for which the Tenant is liable under this Lease.

THIRD SCHEDULE

(Exceptions and Reservations)

The following rights and easements are excepted and reserved out of the Demised Premises to the Landlord and all other persons authorised by the Landlord or having the like rights and easements:

1. the free and uninterrupted passage and running of the Utilities through the Conduits which are now, or may at any time during the Term be, in, on, under, or passing through or over the Demised Premises; in particular free and uninterrupted passage and access to the shed and three containers outlined in red and coloured yellow in the Map 'C' attached hereto.
2. the right to erect scaffolding for the purpose of repairing or cleaning any building now or hereafter erected on the Building or the Adjoining Property or in connection with the exercise of any of the rights mentioned in this Schedule notwithstanding that such scaffolding may temporarily interfere with the proper access to or the enjoyment and use of the Demised Premises;
3. the right to erect and maintain signs on the Demised Premises and any premises abutting the same advertising the sale or letting of any premises or for the purposes of a planning or other application in respect of any premises;

4. the right of light, air, support, protection and shelter and all other easements and rights now or hereafter belonging to or enjoyed by the Building or the Adjoining Property;
5. the air space over and the ground below the Demised Premises;
6. full right and liberty at any time hereafter to raise the height of, or make any alterations or additions or execute any other works to any buildings on the Building or the Adjoining Property, or to erect any new buildings of any height on the Building or the Adjoining Property in such a manner as the Landlord or the person exercising the right shall think fit notwithstanding the fact that the same may obstruct, affect or interfere with the amenity of, or access to, the Demised Premises or the passage of light and air to the Demised Premises but not so that the Tenant's use and occupation thereof is materially affected;
7. the right, subject to recompensing the Tenant for any damage caused thereby, to build on or into any boundary or party wall of the Demised Premises and, after giving not less than seven days prior written notice, to enter the Demised Premises to place and lay in, under or upon the same such footings for any intended party wall or party structure with the foundations therefor as the Landlord shall reasonably think necessary and for such purpose to excavate the Demised Premises along the line of the junction between the Demised Premises and the Adjoining Property and also to keep and maintain the said footings and foundations;
8. all mines and minerals in or under the Demised Premises with full power of working and getting to the same provided reasonable compensation is paid to the Tenant for any damage thereby occasioned to the Demised Premises.

PRESENT when the Common Seal of the Landlord was affixed hereto:

WITNESS: [Signature]
ADDRESS: _____

Edward John O'Beirne
Partner
Cullen Tyrrell & O'Beirne
Solicitors
3 Prince of Wales Terrace,
Bray, Co. Wicklow

R Brandt
Director

Anne Barrett
Director

DESCRIPTION: _____

PRESENT when the Common Seal of the Tenant was affixed hereto:

WITNESS: [Signature]
ADDRESS: 16, Beechmount Park,
Delganagh,
Co. Wicklow

[Signature]
Director

[Signature]
Director

DESCRIPTION: ROBERT LEE
Industrial Packaging

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Surveyed 1978-1987
Revised 2015-2018
Landed 1977

Land Registry Compliant Map



717028

ETN CENTRE RTE CORDOS

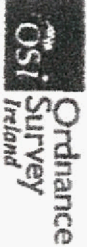
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DESCRIPTION

MAD SHEETS

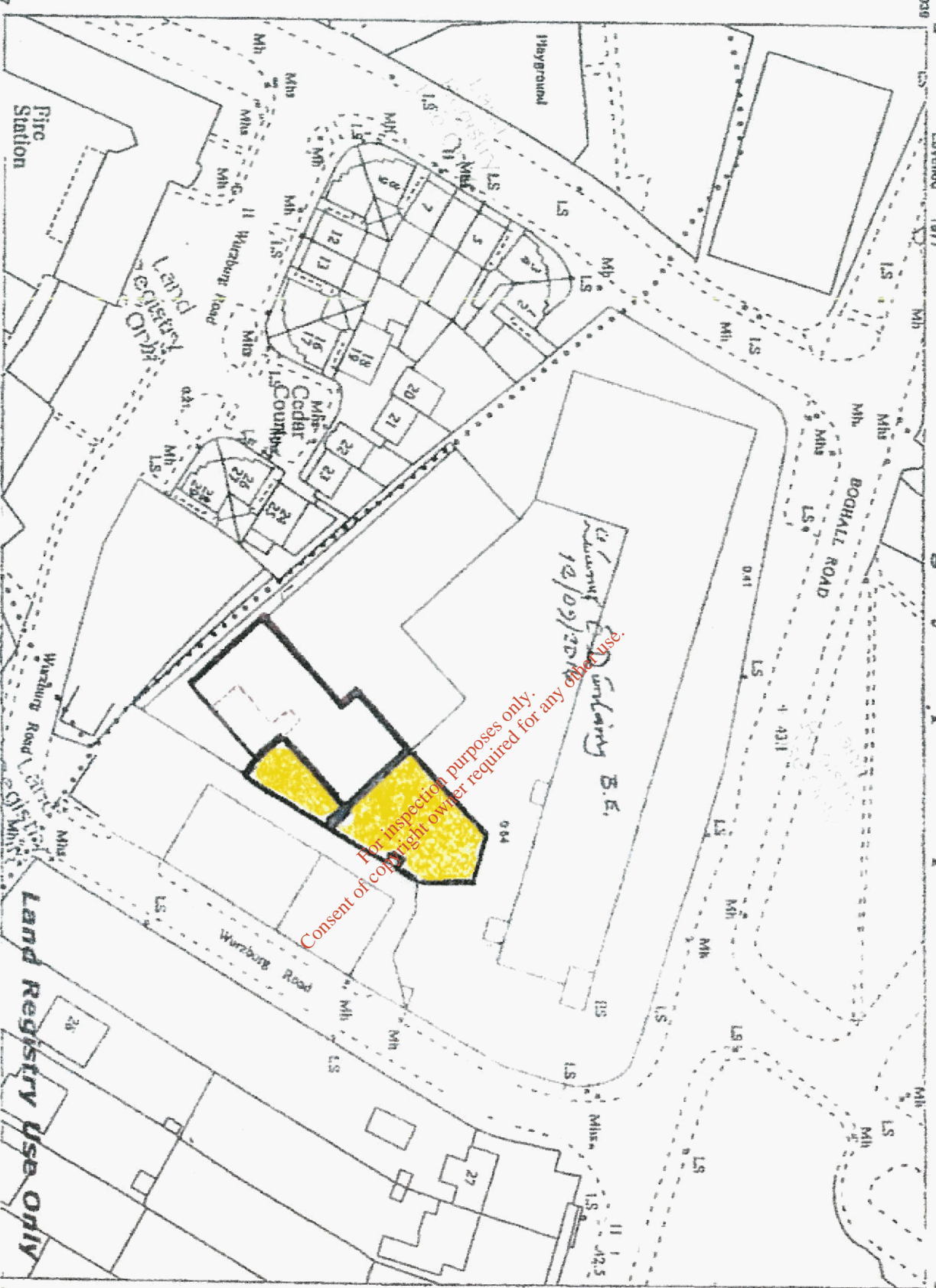
1:1080
3617-02 3588-22
3588-23 3617-03

Map for plot 10 for Farm
situated in UNIT 10 situated
by RCD Lane, Rucknisky
and R. O. and Shand's Yields
are shown by BLUE
lines



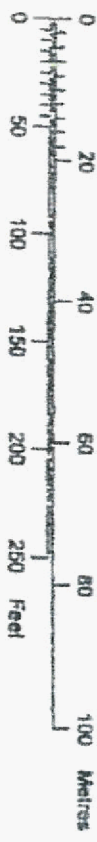
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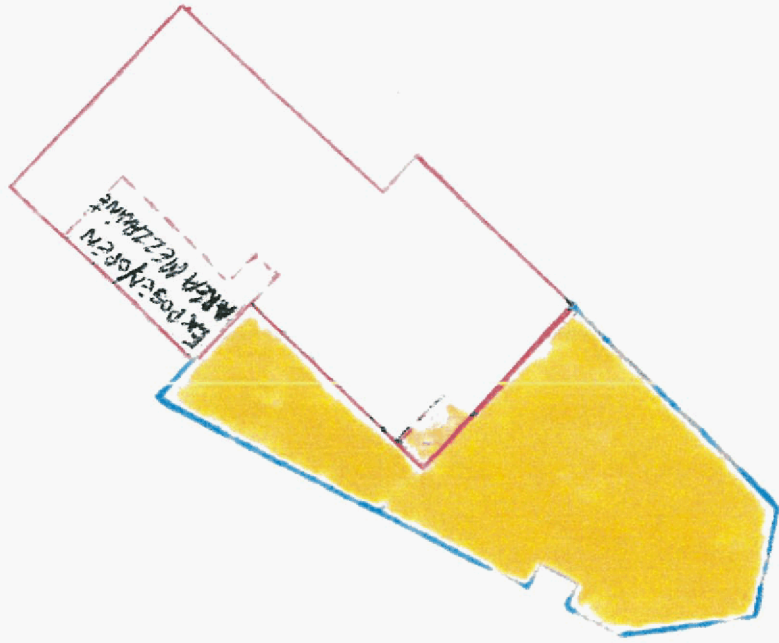
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Scale: 1:1,000



Plot Ref. No. 25273745_11
Plot Date 09-SEP-2016



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HAP 'B'



Surveyed 1978-1987
 Revised 2015-2016
 Levelled 1977

Land Registry Compliant Map

MAP 'C'



717038

ITEM CENTRE PT COORDS
 725524, 716953

DISCUSSION
 SHEET by REA/shaded
 outline by REA/shaded
 yellow

MAP SHEETS

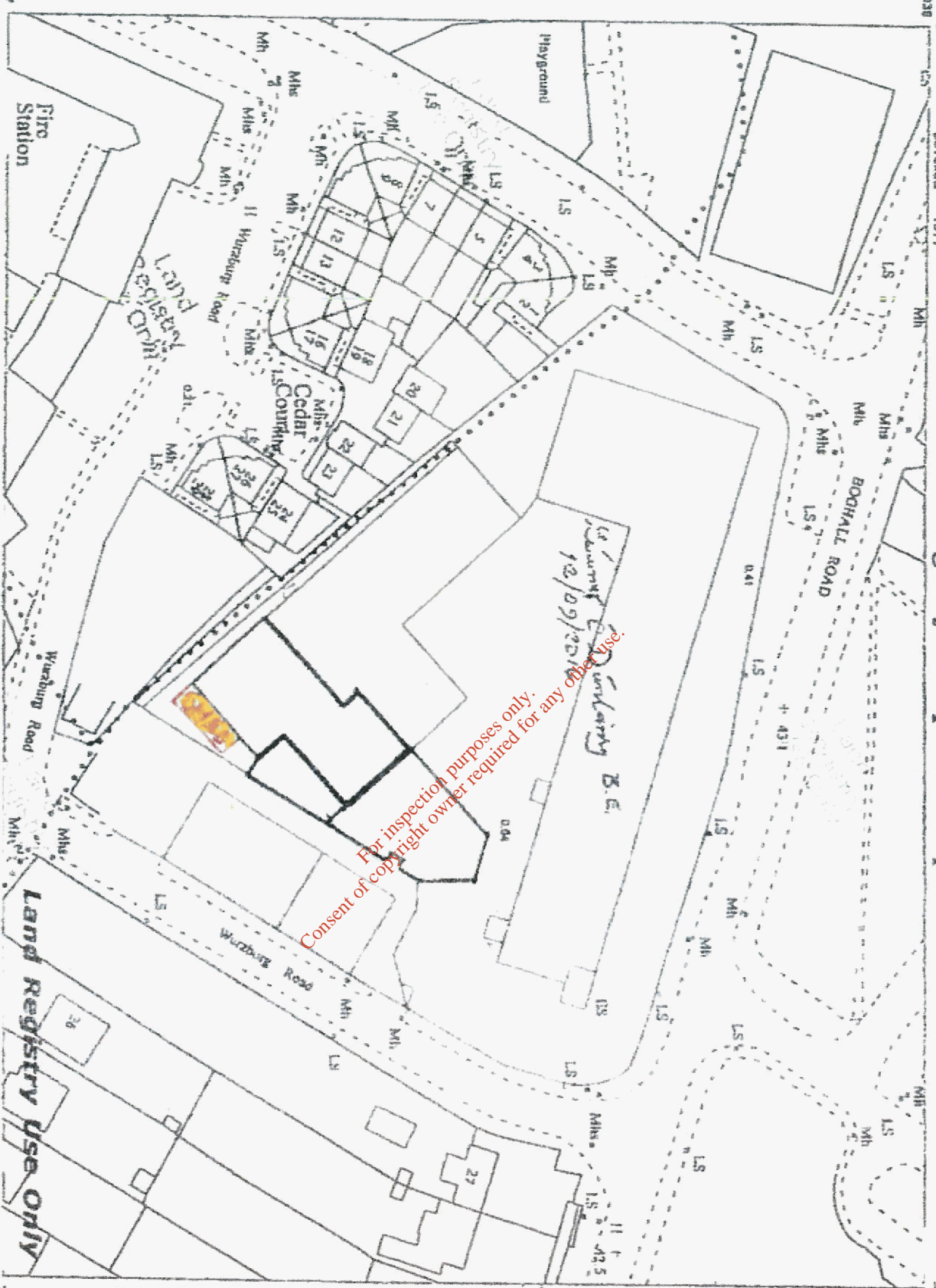
1:1000
 3617-02 3568-22
 3588-23 3617-03
 Map reference for her farm
 showing LN 17 Wurzburg
 by REA line. Wurzburg
 road road shaded yellow
 with boundary by REA
 line

Ordnance
 Survey
 Ireland

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Scale: 1:1,000
 Scale: 1:1,000



Plot Ref. No. 28273745_1_1
 Plot Date 08-SEP-2016

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