

22 MAR 1980

12 MAR 1980

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Dated the 21<sup>st</sup> day of December 1977.

Minister for Tourism and Transport

Lessor

and

Alean Ireland Limited,  
Billiton Aluminium Ireland Limited,  
and Anaconda Ireland Company

Lessees

CLARLANIN NA hGNIOMHAS  
[REGISTRY OF DEEDS]  
B/19 MAR 1980 No. 80  
BAILE ATHA CLUATH  
(DUBLIN)

NA CO. ANIM  
BAIL ANIM CLATH  
18666  
MON INNS-IE RUCHIA

LEASE

1801

LOUIS J. DOKERY,  
CHIEF STATE SOLICITOR,  
51 ST. STEPHEN'S GREEN,  
DUBLIN 2

1801/ABA.

LEASE OF FORESHORE

THIS INDENTURE made the 21<sup>st</sup> day of December one thousand nine hundred and *seventy-nine* between the Minister for Tourism and Transport (hereinafter called "the Lessor" which expression shall include his Successors and Assigns where the context so requires or admits) of the One Part and Alcan Ireland Limited having its registered offices at Canada House 65, St. Stephen's Green, Dublin 2 as to forty undivided one hundredth shares, Billiton Aluminium Ireland Limited, Shell House, Hatch Street, Dublin 2 as to thirty five undivided one hundredth shares and the Anaconda Ireland Company 28/32 Upper Pembroke Street, Dublin 2 as to twenty five undivided one hundredth shares (hereinafter collectively referred to as "the Lessees" which expression shall include their respective Successors and Assigns where the context so requires or admits) of the Other Part WITNESSETH that the Lessor in exercise of the powers vested in him by the Foreshore Act, 1933 and in consideration of the yearly rent and covenants on the part of the Lessees hereinafter reserved and contained Doth Hereby demise unto the Lessees ALL THAT piece of land containing forty-six and one half acres <sup>or</sup> thereabouts statute measure part of the foreshore and bed of the sea below high water mark situate at Aughinish Island in the County of Limerick on which the Lessees propose and hereby undertake to construct a jetty and causeway and to lay an industrial effluent pipe and a sewage effluent outfall pipe the said piece of foreshore being shown in yellow colour on the map annexed hereto for the purpose aforesaid and any other works to be hereafter constructed thereon (unless the context otherwise requires) being hereinafter referred to as the hereby demised premises.

TO HOLD the hereby demised premises unto the Lessees from the 1st day of June one thousand nine hundred and seventy-eight for the term of ninety-nine years as tenants in common in the following shares namely as to forty undivided one hundredth shares thereof to Alcan Ireland limited as to thirty five undivided one hundredth shares thereof to Billiton Aluminium Ireland Limited and as to twenty five undivided one hundredth shares thereof to Anaconda Ireland Company

YIELDING AND PAYING therefor to the Lessor through the Superintendent of the Mercantile Marine Office, Dublin during the first seven years of the term hereby created the yearly rent of one thousand and fifty three pounds (£1,053) and thereafter such revised rent as hereinafter provided such rents to be paid in advance on the 1st day of May in every year without any deduction the first of such payments to be made on the execution of these Presents PROVIDED ALWAYS AND IT IS HEREBY AGREED that at the expiration of the said period of seven years and every seven years thereafter (the time being computed from the date of commencement of the said term and being hereinafter called "the Rent Review Date") the Lessor shall have the right to review the yearly rent for the time being payable hereunder (which shall include any additional rent that may have been imposed as hereinafter provided) on giving to the Lessees three months' notice in writing prior to such Rent Review Date of his intention so to do and if the Lessor shall give to the Lessees such notice as aforesaid then from and after such Rent Review Date the yearly rent payable to the Lessor shall be such sum as the Lessor shall determine to be reasonable having regard to the value of the premises and the works thereon at the time of the review.



REGISTERED IN THE REGISTRY OF DEEDS, (DUBLIN) at  
40 MINUTES AFTER 10 O'CLOCK ON THE 19 DAY OF  
June 1980 BOOK 71 NO. 80



of the demised premises for the respective terms aforesaid following such Rent Review Date shall be the greater of:-

- (1) the rent payable immediately prior to the Rent Review Date (with such additional rent (if any) as aforesaid);
- (2) the current fair rack rent market value which shall be such a yearly amount (with such additional rent (if any) as aforesaid) as shall be agreed between the Lessor and the Lessees having taken into account in determining same in addition to all other relevant factors:-
  - (1) any increase in value of undeveloped coastal lands or foreshore;
  - (ii) demand for deepwater anchorage facilities;

PROVIDED ALWAYS that if the Lessor and the Lessees shall be unable to agree on the amount of such rent as aforesaid the same shall on application by either the Lessor or the Lessees be determined on the basis aforesaid by some practising Surveyor to be agreed upon by the Lessor and the Lessees or in default of agreement to be nominated by the President or acting President for the time being of the Irish (Republic of Ireland) Branch of the Royal Institution of Chartered Surveyors from the list of Fellows of that Institution

and the decision of such Chartered Surveyor shall be final and conclusive and in so deciding such chartered surveyor shall be deemed to be acting as an Arbitrator and not as an expert and accordingly the laws relating to

Arbitration shall apply and all fees and expenses of such Chartered Surveyor shall be borne jointly by the Lessor and the Lessees AND the Lessees doth hereby for themselves their respective Successors and Assigns and to the intent that the obligations may continue throughout the term hereby created jointly and severally covenant with the Lessor that the Lessees their respective Successors and Assigns will during the continuance of the term hereby created pay in the manner aforesaid the said yearly rent or revised yearly rent hereinafter reserved and made payable and any additional rent that may be imposed as hereinafter provided without any deduction and will pay all existing and future rates taxes assessments and outgoings of every description for the time being payable by either the landlord or tenant in respect of or charged upon the hereby demised premises.

AND WILL NOT during the said term assign or underlet or part with the possession of the hereby demised premises or any part thereof or do or suffer any act matter or thing whereby the hereby demised premises or any part thereof shall or may be assigned or underlet or otherwise disposed of or the possession thereof parted with to any person or persons for the whole or any part of the term hereby demised without the consent in writing of the Lessor being first had and obtained and in accordance with such conditions (including the payment of additional rent) as the Lessor may impose AND WILL NOT without the consent in writing of the Lessor being first had and obtained and in accordance with such conditions including the payment of additional rent as the Lessor may impose erect or place on the hereby demised premises any building or work other than as hereinbefore provided.

AND WILL NOT commit or suffer any waste spoil or destruction on the hereby demised premises.

AND ALSO WILL at all times during the term hereby granted keep the hereby demised premises in a good and proper state of repair and in proper

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...and free from all defects injurious to navigation or the adjacent lands or the public interest. AND ALSO that it shall be lawful for the Lessor and any persons duly authorised by him on giving reasonable notice to the Lessees to enter upon the hereby demised premises and to remove therefrom and abate all buildings works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required thereto or which (save in the case of buildings or works for which consent has been given) may in the opinion of the Lessor be injurious to navigation or the adjacent lands or the public interest and to restore the site to the former or proper condition thereof and to erect or construct any buildings or works which in the opinion of the Lessor may be required for the purposes of navigation or the public interest providing same does not unreasonably interfere with the Lessee's operations or the operations of the plant.

AND ALSO WILL pay to the Lessor all expenses incurred by the Lessor or any person duly authorised as aforesaid in removing buildings works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent or approval hereby required or which may in the opinion of the Lessor (save as aforesaid) be injurious to navigation or the adjacent lands or the public interest and all other expenses incurred in restoring the hereby demised premises to the former and proper condition thereof. AND ALSO WILL at the expiration or other sooner determination of the term hereby granted deliver up the hereby demised premises to the lessor in good and substantial repair and proper condition. PROVIDED ALWAYS that if the rent or revised rent hereby reserved or any part thereof of any additional rent which may be imposed pursuant to the covenants herein contained or any part thereof shall be unpaid for twenty-one days after the same shall become due (whether demanded or not) or in the event of any breach or non-performance of any covenant or provision herein contained and on the part of the Lessees their respective Successors or Assigns to be observed and performed for a period of 21 days after due notice has been given or if any act shall be done or suffered whereby the hereby demised premises or any part thereof shall without the assent of the Lessor having been first obtained become vested in any person or in case the work proposed by the Lessees upon the hereby demised premises is not completed within five years from the date hereof or within such extended period as may be permitted by the Lessor in writing then and in any of such cases the term hereby granted shall cease and thereupon the Lessor may re-enter into and upon the hereby demised premises or any part thereof in the name of the whole and re-possess same without prejudice to any remedy of the Lessor under any covenant by the Lessees herein contained.

AND IT IS HEREBY CERTIFIED that the transaction hereby effected 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) or of the property /...



conveyed or transferred exceeds One Thousand Pounds. AND IT IS HEREBY CERTIFIED by the Lessees and each of them that the Consent of the Land Commission to the vesting of the interest in the property hereby demised pursuant to the provisions of Section 45 of the Land Act 1965 has been obtained.

IN WITNESS WHEREOF the Lessor and the Lessees have caused their respective Seals to be hereunto affixed the day and year first above written.

Present when the Official Seal of  
Office of the Minister for Tourism  
and Transport was affixed and was  
authenticated by the signature of

..... *N. MC MAHON* .....  
Signature *John W. Conboy* .....  
Address *Dept of Tourism & Transport* .....  
..... *Quill 2* .....  
Occupation *Civil Servant* .....

*[Signature]*  
.....  
A person authorised under  
Section 15(1) of the  
Ministers and Secretaries Act  
1924 to authenticate the seal  
of the said Minister.

Present when the Common Seal of  
Alcan Ireland Limited was affixed  
hereto:- *Sandra [Signature] Director*  
..... *John A. [Signature] [illegible]* .....

Present when the Common Seal  
of Billiton Aluminium Ireland  
Limited was affixed hereto:-

*[Signature]*  
.....  
*[Signature]*  
.....

Present when the Common Seal of  
the Anaconda Ireland Company was  
affixed hereto:-

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

fx.

LOW TIDE LINE

EQUIPMENT  
LANDING POINT

Aughinis Point

EQUIPMENT  
LANDING POINT

LOW TIDE LINE

SEWAGE  
TREATMENT  
PLANT

AUGHINIS ISLAND

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