DATED THE 11th DAY OF January ~~2021~~ 2022

MINISTER FOR HOUSING, LOCAL GOVERNMENT AND HERITAGE

"the Lessor"

One Part

AND

SHANNON FOYNES PORT COMPANY

"the Lessee"

Other Part

FORESHORE LEASE

Chief State Solicitor's Office,
Osmond House,
Ship Street Little,
Dublin 8.
File Ref.: 2021/05591

LEASE dated the 11th day of January (~~2021~~) 2022

1. Definitions

The definitions contained in the Ninth Schedule shall apply to this Lease and to the several schedules hereto.

2. Interpretation

The interpretation section contained in the Eighth Schedule shall apply to the construction of this Lease and the several schedules hereto.

3. Recitals

3.1. The Lessee has applied to the Lessor for a Foreshore Lease to enter onto, use and occupy the Leasehold Area for the purpose of constructing, installing, operating, repairing and maintaining the Development being a suspended deck connecting the existing west quay to the existing east jetty and the relocation of a small craft floating pontoon, in accordance with the Plans and drawings to be submitted to the Lessor from time to time and approved by him together with any building or works to be hereafter constructed thereon.

3.2. The Lessor in exercise of the power conferred on him by section 2(1) of the Foreshore Act, 1933, as amended, has agreed to grant a Foreshore Lease to the Lessee on the terms and conditions set out in this deed.

4. Operative Part

The Lessor in exercise of the powers vested in him by section 2(1) of the Foreshore Act 1933, as amended, and in consideration of the payment of € [redacted] and the Rent herein reserved, and the covenants on the part of the Lessee hereinafter contained, **HEREBY DEMISES** unto the Lessee **ALL THAT AND THOSE** the Leasehold Area **TOGETHER WITH** the rights and easements specified in the Second Schedule **EXCEPTING AND RESERVING** unto the Lessor the

rights and easements specified in the Third Schedule **TO HOLD** the Leasehold Area unto the Lessee 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 Leasehold Area and also **SUBJECT TO** the provisos set out in the Seventh Schedule hereto **YIELDING AND PAYING** unto the Lessor during the Term:

4.1 A one off capital sum of € [redacted] and yearly and proportionately for any fraction of a year the Rent and, in every case the same is to be paid in the manner notified from time to time by the Lessor without any deduction by yearly payment in advance on the Yearly Gale Day;

4.2 Any other sum recoverable by the Lessor as costs or expenses under this Lease, the same to be paid on demand.

AND the Lessee hereby **COVENANTS** with the Lessor to perform and observe the covenants, conditions and stipulations set out in the Fourth and Sixth Schedules hereto to the intent that the burden of those covenants shall run with and bind the Leasehold Area and every part thereof and that the benefit thereof may be annexed to the Adjoining Property and every part thereof.

AND the Lessor hereby **COVENANTS** with the Lessee to perform and observe the covenants, conditions and stipulations set out in the Fifth Schedule hereto to the intent that the burden of those covenants shall run with and bind the Leasehold Area and every part thereof and that the benefit thereof may be annexed to the Adjoining Property and every part thereof.

The address of the Lessee in the State for service of notices and its description is: Harbour Office, Mill House, Foynes, County Limerick, V94 R232, Ireland, Designated Activity Company.

The Lessor **HEREBY ASSENTS** to the registration of the Lease.

IT IS HEREBY FURTHER CERTIFIED that the Family Home Protection Act 1976, Family Law Act 1981, the Judicial Separation and Family Law Reform Act, 1989, the Family Law Act, 1995, the Family Law (Divorce) Act, 1996, and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act, 2010, do not affect the Leasehold Area.

IN WITNESS whereof a person so authorised by the Lessor under Section 15(1) of the Ministers and Secretaries Act 1924 has hereunto subscribed his name and the Lessor and Lessee has hereunto affixed his seal the day and year first herein **WRITTEN**.

FIRST SCHEDULE

The Leasehold Area

ALL THAT AND THOSE that part of the Foreshore comprising 0.361 hectares, together with any buildings, works or other structures thereon or to be hereafter constructed thereon to include the Development, situate at Foynes, Limerick, County Limerick as shown outlined in red and marked with the letter "Area A 0.361ha" on the map annexed hereto and referred to as Title "Foreshore Lease Map 1", Drawing Number "M0679-RPS-00-FS-DR-C-0002", Rev "P02", Date "April 2018", and **ALL THAT AND THOSE** that part of the Foreshore comprising 0.0071 hectares, together with any buildings, works or other structures thereon or to be hereafter constructed thereon to include the Development, situate at Foynes, Limerick, County Limerick as shown outlined in red and marked with the letter "Area B 0.0071ha" on the map annexed hereto and referred to as Title "Foreshore Lease Map 2", Drawing Number "M0679-RPS-00-FS-DR-C-0003", Rev "P02", Date "April 2018",

SECOND SCHEDULE

Rights and Easements

5. The following rights and easements (to the extent only that the Lessor is entitled to make such a grant) are hereby granted to the Lessee to be enjoyed by the Lessee in conjunction with the Lessor and all other persons authorised by the Lessor or having like rights and easements:-

5.1 Subject to temporary interruption for repair, alteration or replacement or interruptions outside the control of the Lessor, the free and uninterrupted passage and running of the Utilities to and from the Leasehold Area through the Conduits which are now, or may at any time be in, under or passing through or over the Leasehold Area;

THIRD SCHEDULE

Exceptions and Reservations

6. The following rights and easements are excepted and reserved out of the Leasehold Area to the Lessor and all other persons authorised by the Lessor or having the like rights and easements:

6.1 The full, free and uninterrupted passage and running of the Utilities through the Conduits which are now, or may at any time be in, on, under, or passing through or over the Leasehold Area;

6.2 All mines and minerals on or under the surface of the Leasehold Area together with the right to get and take such mines or minerals;

6.3 The right at all reasonable times and upon reasonable prior notice (except in the case of emergency) to enter the Leasehold Area with or without construction workers or equipment if necessary in order to:-

6.3.1 view and examine the state and condition of the Leasehold Area and to carry out any necessary works, repairs or installations deemed necessary by the Lessor to any part of the Leasehold Area and/or the Adjoining Property;

6.3.2 inspect, cleanse, maintain, repair, connect, remove, lay, renew, relay, re-route, replace, alter or execute any works whatsoever to or in connection with the Conduits and any other services;

6.3.3 remove, at the cost of the Lessee, 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 or which may, in the opinion of the Lessor, be injurious to navigation, the Adjoining Property or the public interest;

6.3.4 restore the Leasehold Area to the former or proper condition thereof upon expiry, termination or forfeiture;

6.3.5 erect or construct any buildings or works which in the opinion of the Lessor may be required for the purposes of navigation the Adjoining Property or the public interest;

FOURTH SCHEDULE

Covenants of the Lessee

7. The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor as follows:-

7.1 Construction of the Development

7.1.1 To construct the Development within five years of the Term Commencement Date in accordance with the Plans to the Lessor's satisfaction;

7.1.2 Not to commence any works associated with the construction of the Development, without the prior written consent of the Lessor **PROVIDED ALWAYS** that the Lessor shall not be obliged to grant such consent unless and until the Lessee has obtained and provided to the Lessor copies of all necessary consents, permissions, permits, licenses, registrations and authorisations in respect of the Development;

7.1.3 To ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during the construction of the Development;

7.1.4 Not to undertake any works in the Leasehold Area that do not comply with the Plans applicable at the date that the Development is constructed;

7.1.5 Not to breach any of the Site Specific Conditions;

7.1.6 To immediately notify the Lessor if at any stage the Lessee becomes aware that the Development or any other works within the Leasehold Area do not comply with the Plans that were applicable at the date that the Development was constructed or such works were performed (unless the Lessee was first notified by the Lessor);

7.1.7 At all times to maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Lease including:

7.1.7.1 ensuring that all necessary competent persons are engaged to carry out any works, activities, or operations pursuant to this Lease;

7.1.7.2 using suitable machinery and equipment which is in good repair and condition and maintained to proper safety standards;

7.1.8 To comply in all respects with the provisions, as appropriate, of the Planning Acts, the Building Control Acts, the Construction Regulations, the Public Health Acts and Environmental Laws regarding the Development and to carry out all works associated with the construction of the Development in a good and workmanlike manner to the satisfaction of the Lessor and that is not injurious to navigation, the Adjoining Property or the public interest;

7.1.9 To obtain and comply with all grants of planning permission, fire safety certificates and Environmental Licences required for the construction and operation of the Development, at the cost of the Lessee;

7.1.10 Not to implement any grant of planning permission before it and all required fire safety certificates and Environmental Licences have been produced to and approved in writing by the Lessor **PROVIDED THAT** the Lessor may refuse to approve such grants of planning permission, fire safety certificates or Environmental Licences on the grounds that any condition contained in them or anything omitted from them or the period referred to in them, would in the opinion of the Lessor be or be likely to be, prejudicial to the Lessor's interest in the Leasehold Area;

7.1.11 To furnish to the Lessor a certified copy of every grant or refusal of planning permission, fire safety certificate and Environmental Licence required in relation to the Development and opinions of compliance or

(as the case may be) exemption regarding the Planning Acts and Building Regulations in the form recommended or published from time to time by the Royal Institute of the Architects of Ireland or the Institute of Engineers in Ireland;

7.1.12 In the event of the Development or the construction thereof not conforming to the grants of planning permission, fire safety certificate or Environmental Licences procured in respect thereof, to carry out such alterations or amendments as shall be necessary to comply therewith. However, in the event of it becoming impossible to comply with the grants of planning permission, fire safety certificate, or Environmental Licences procured, to restore the Leasehold Area to its former condition to the satisfaction of the Lessor;

7.1.13 At the written request of the Lessor, but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or for a proposal for a notice as the Lessor may require

PROVIDED ALWAYS that the Plans and/or Site Specific Conditions or any other covenant or condition in this Lease may be amended from time to time either by agreement between the Lessor and the Lessee or alternatively, by notice in writing, from the Lessor to the Lessee, if the Lessor reasonably considers it necessary to do so to comply with the Law and/or Environmental Laws, public health and safety, protection of the Environment or the Development presents an obstruction to navigation or fishing, or based on the results of any monitoring programme or other relevant information that becomes available, subject in all cases to whatever covenants, conditions and/or undertakings the Lessor may deem necessary to be given on the part of the Lessee.

7.2 Analysis of Leasehold Area

If considered necessary by the Lessor, and at the cost of the Lessee, to carry out an analysis and monitoring of the Leasehold Area and waters and of the Adjoining Area and the waters

therein, or to pay to the Lessor all expenses reasonably incurred by the Lessor to carry out such analysis and monitoring;

7.3 Abatement

To permit the Lessor at any time to enter into and remove from the Leasehold Area and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent required under this Lease or applicable Law, or which may in the opinion of the Lessor be injurious to navigation, the Adjoining Property or the public interest and to restore the Leasehold Area to its former or proper condition and to erect or construct any building or works which in the opinion of the Lessor may be required for the purposes of navigation, the Adjoining Property or the public interest.

7.4 Adjoining Property

To use so much of the Adjoining Property as is reasonably required by the Lessee from time to time to exercise his rights and obligations pursuant to Clause 7.1 and Clause 7.7 provided the prior written consent of the Lessor is obtained by the Lessee;

7.5 Rent

To pay the Rent reserved by this Lease in the manner specified in Clause 4.1 without any deduction, set-off or counterclaim whatsoever, whether demanded or not;

7.6 Outgoings

7.6.1 To pay and indemnify the Lessor against all Outgoings.

7.6.2 To perform and observe all present and future regulations and requirements of each of the Utility supply authorities in respect of the supply and consumption of Utilities in or on the Leasehold Area.

7.7 Repairs

7.7.1 To repair the Leasehold Area (to include alterations thereto) and to keep same in a good and proper state of repair and condition, to the satisfaction of the Lessor, and to keep the Leasehold Area free from all defects to include but not limited to defects injurious to navigation, the Adjoining Property or the public interest, and as often as may be necessary, to rebuild, reinstate, renew or replace the Leasehold Area to include alterations thereto;

7.7.2 To maintain, repair and keep in good working order and condition, and as often as may be necessary, to renew and replace with articles of a similar kind and quality all Plant and Conduits (if any) in, upon, over or under the Leasehold Area and to repair any damage caused to the Leasehold Area by the breakdown, misuse of, or failure to repair such Plant and Conduits and to indemnify the Lessor against any loss or liability resulting therefrom.

7.8 Cleaning and Maintenance

To keep all parts of the Leasehold Area clean and tidy;

7.9 Yielding Up

At the expiration or sooner determination of the Term, to quietly yield up the Leasehold Area having:-

7.9.1 complied with all the Lessee's covenants contained in the Lease;

7.9.2 if so notified by the Lessor, but not otherwise, remove all alterations or additions (to include the Development) made to the Leasehold Area by the Lessee, together with any Lessee's fixtures, fittings, furniture and effects and restored the Leasehold Area to its original prevailing condition to the satisfaction of the Lessor within twelve months of the receipt of such notice;

7.10 Right of Entry

To permit the Lessor and with all necessary materials and appliances at all reasonable times upon reasonable prior notice (except in cases of emergency where no notice shall be required) to enter and remain upon the Leasehold Area for any of the following purposes:-

7.10.1 to view and examine the state and condition of the Leasehold Area, and to take schedules or inventories of the Lessor's fixtures and fittings;

7.10.2 to exercise any of the rights excepted and reserved by the Lease and to carry out any obligations arising thereunder;

7.10.3 to establish whether the covenants and conditions of the Lease have been complied with;

7.10.4 for any other purpose connected with the interest of the Lessor in the Leasehold Area and/or Adjoining Property, including but not limited to, valuing or disposing of the interest under the Lease.

7.11 Compliance with notices

Upon written notice being given by the Lessor to the Lessee of any breach of covenant:-

7.11.1 to make good and remedy within thirty (30) days of such notice, or sooner if required in the notice, the breach to the reasonable satisfaction of the Lessor;

7.11.2 if the Lessee fails within thirty (30) days of such notice, or as soon as reasonably possible in the case of emergency, to commence and then diligently and expeditiously to continue and comply with such notice, to permit the Lessor to enter the Leasehold Area and carry out all or any of the works or other steps necessary for compliance with the notice and in default of payment of the cost of such works, same shall be recoverable by the Lessor from the Lessee.

7.12 Operation of Leasehold Area

7.12.1 Not to engage in any activity in or on the Leasehold Area which may result in:-

7.12.1.1 an increase in the risk of contamination, pollution, or overloading in, on or to the Leasehold Area or any part thereof, the Adjoining Property, Foreshore and/or waters in, on, under or surrounding any of the foregoing;

7.12.1.2 damage and disturbance to the Environment, fisheries and all other maritime activities;

7.12.1.3 the creation of any loss, damage, injury, nuisance, inconvenience, annoyance, danger, disturbance or damage to the Lessor, affecting the enjoyment of the Adjoining Property or the value or character of the Leasehold Area;

7.12.1.4 the obstruction of or interference with the rights of owners or occupiers of the Adjoining Property;

7.12.1.5 the interference with or malfunctioning of any fire and safety equipment or appliances installed in the Leasehold Area;

7.12.1.6 the Lessor incurring liability or expense under any statutory provision relating thereto;

7.12.1.7 injury to or interfere unreasonably with fishing, navigation, the Adjoining Property, approved scientific research or the public interest, save where the prior written consent of the Lessor has been obtained;

7.12.1.8 waste, spoil or destruction to the Leasehold Area.

7.12.2 The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor:

7.12.2.1 not to erect, place or display on the Leasehold Area any sign or other item whatsoever without obtaining the prior written consent of the Lessor.

7.12.2.2 not to bring any article, machine, apparatus or thing onto the Leasehold Area which is offensive, unduly combustible or inflammable, radioactive or explosive or which may unduly increase the risk of fire or explosion, save with the Lessor's prior written consent, which consent shall not be unreasonably withheld.

7.12.2.3 not to allow to pass into the Conduits serving the Leasehold Area any noxious or deleterious effluent or other substance which will cause an obstruction or injure the said Conduits and in the event of such obstruction or injury, to make good as soon as practicable at the cost of the Lessee all damage to the satisfaction of the Lessor.

7.13 User

7.13.1 Not without the prior written consent of the Lessor, to use the Leasehold Area except for the Permitted Use nor to make any application for planning permission, a fire safety certificate, Environmental Licences or other relevant consents with regard to any change of user or other development relating to the Leasehold Area without the prior written consent of the Lessor **PROVIDED ALWAYS** that it shall be reasonable for the Lessor to refuse his consent on the grounds that the change of use sought would not be in keeping with the overall development of the Foreshore, and/or reclaimed Foreshore;

7.13.2 To pay the reasonable costs of the Lessor in furnishing any consent under Clause 7.13.1;

7.13.3 Not to use the Leasehold Area for any public meeting, public exhibition or entertainment nor for any dangerous, noisy or noxious or offensive trade, business or occupation whatsoever or for any illegal or immoral purpose, nor permit any sale by auction nor for sleeping or residential purposes;

7.14 Alterations

7.14.1 Not, without the prior written consent of the Lessor, to erect any new building or structure or to engage in works on, or to make any addition or alteration to the Leasehold Area save for those works specified in the Plans (insofar as the Plans relate to the Development) and agreed in writing between the Lessor and the Lessee **PROVIDED ALWAYS** that the Lessee shall be responsible for all reasonable costs properly incurred by the Lessor in giving such consent which sum shall be payable within fourteen (14) days of demand by the Lessee to the Lessor;

7.14.2 The Lessee hereby agrees and acknowledges that the Lessor may as a condition of giving consent under Clause 7.14.1, require the Lessee to enter into covenants and/or undertakings concerning the carrying out and insurance of the additions and alterations to the Leasehold Area and to enter into a formal Licence for Alterations relating to such additions or alterations, if requested by the Lessor;

7.14.3 Where the prior written consent of the Lessor has been granted for alterations to the Leasehold Area, not to carry out such alterations without the prior written approval by the Lessor of the Plans (insofar as the Plans relate to the alterations).

7.14.4 To ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during construction of the said additions and alterations;

7.14.5 To comply in all respects with the provisions, as appropriate, of the Planning Acts, the Building Control Acts, the Construction Regulations and Environmental Laws and to carry out any additions and alterations in a good and workmanlike manner to the satisfaction of the Lessor;

7.14.6 To obtain and comply with all grants of planning permission, fire safety certificates and Environmental Licences required for the construction and operation of the additions and alterations, at the cost of the Lessee;

7.14.7 Not to implement any grant of planning permission before it and all required fire safety certificates and Environmental Licences have been produced to and approved in writing by the Lessor **PROVIDED THAT** the Lessor may refuse to approve such grants of planning permission, fire safety certificates or Environmental Licences on the grounds that any condition contained in them or anything omitted from them or the period referred to in them, would in the opinion of the Lessor be or be likely to be, prejudicial to the Lessor's interest in the Leasehold Area;

7.14.8 To furnish to the Lessor a certified copy of every grant or refusal of planning permission, fire safety certificate and Environmental Licence required in relation to any additions and alterations to the Leasehold Area and opinions of compliance or (as the case may be) exemption regarding the Planning Acts and Building Regulations in the form recommended or published from time to time by the Royal Institute of the Architects of Ireland or the Institute of Engineers of Ireland;

7.14.9 At the written request of the Lessor, but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or for a proposal for a notice as the Lessor may require;

7.14.10 On notice in writing by the Lessor, forthwith to pull down and remove any building, erection, alteration or addition erected, placed or made in breach of the foregoing covenants and if any portion of the Leasehold Area has been altered, pulled down or removed in breach of the foregoing covenants upon such request in writing as herein provided, forthwith to amend, restore, replace or rebuild the Leasehold Area in accordance with the Plans applicable at that time.

7.15 Alienation

7.15.1 Not to assign, sublet, mortgage, charge (including lodgement of this Lease with anyone as security), part with or share the possession, use or occupation of or otherwise alienate the entirety or any part of the Leasehold Area without the prior written consent of the Lessor, provided that notwithstanding the foregoing the Lessee is permitted to licence the temporary storage only of goods and materials on the Leasehold Area (or parts thereof) by third parties prior to their onward shipment;

7.15.2 Not under any circumstances to assign, sublet, mortgage, charge (including lodgement of this Lease with anyone as security), part with share the possession of or otherwise alientate or encumber the entirety or any part of the Leasehold Area, provided that notwithstanding the foregoing the Lessee is permitted to licence the temporary storage only of goods and materials on the Leasehold Area (or parts thereof) by third parties prior to their onward shipment;

7.15.3 For the purposes of this clause, alienation includes any change in the Control of the Lessee (where the Lessee is a company).

7.16 Lessor's Costs

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

7.16.1 the preparation and service of any notice and of any proceedings under the 1860 Act or the 2009 Act, as amended;

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

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

7.16.4 procuring the remedying of any breach of covenant by the Lessee;

7.16.5 any application for consent required under the terms of this Lease whether such consent is granted or is refused with reasonable cause;

7.16.6 the clearance or repair of the Utilities and Conduits in or serving the Leasehold Area where they have been blocked or damaged by any act, neglect, default or omission of the Lessee;

7.16.7 any works carried out by the Lessor, to include the removal of all alterations or additions made to the Leasehold Area by the Lessee, together with any Lessee's fixtures, fittings, furniture and effects and the restoration of the Leasehold Area to its original prevailing condition on the expiration or sooner determination of the Term;

7.16.8 any other action taken at the request of or caused by the Lessee.

7.17 Statutory Requirements

7.17.1 At the Lessee's own expense, to comply in all respects in relation to the Leasehold Area with:-

7.17.1.1 all obligations and requirements arising from or under the Law and/or Environmental Laws;

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

7.17.2. Upon receipt of any notice or order relating to the Leasehold Area or the occupier thereof or of any proposal for the same served or given under the Planning Acts, the Building Control Acts, the Construction Regulations, Environmental Laws, Environmental Matters, the Public Health Acts or any statutory provisions forthwith:-

7.17.2.1 to furnish the Lessor with a true copy thereof and any further particulars required by the Lessor;

7.17.2.2 to take all necessary steps to comply with the notice or order, at the cost of the Lessee;

7.17.2.3 at the written request of the Lessor but at the cost of the Lessee, to make or join with the Lessor in making such objections or representations against or in respect of any such notice, order or proposal as the Lessor may reasonably require.

7.18 Encroachments and Easements

7.18.1 Not to obstruct any rights of way to which the Leasehold Area is subject;

7.18.2 Not to permit any new easement, encroachment, or any other third party rights to be made or enjoyed over or in respect of the Leasehold Area (save by licence from the Lessee pursuant to clause 7.15.1 and 17.15.2 only) or to acknowledge their existence or to grant any such rights;

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

7.19 Indemnity

7.19.1 To keep the Lessor, the State, and their officers, servants, visitors, agents and employees fully indemnified, whether by State Indemnity or otherwise (during the Term of the lease as well as after the expiration of the Term by effluxion of time or otherwise and including any extension or renewal of this lease) from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities arising directly or indirectly from:

7.19.1.1 breach by the Lessee of any of the provisions of this Lease;

7.19.1.2 the state of repair or condition of the Leasehold Area;

7.19.1.3 the existence of any additions, articles or alterations in, on or to the Leasehold Area or from the state of repair or condition of any such additions, articles or alterations;

7.19.1.4 the user or enjoyment of the Leasehold Area;

7.19.1.5 any work carried out or in the course of being carried out to the Leasehold Area (to include work undertaken from the Adjoining Property) by the Lessee, his servants, agents or sub-lessees or any other person with its actual or implied authority or from anything now or hereafter attached to or projecting from the Leasehold Area;

7.19.1.6 any act, neglect or default of the Lessee or any person on the Leasehold Area with his actual or implied authority or consent;

7.19.1.7 the execution of any works or the provision or maintenance of any arrangements so directed or required by any Law;

7.19.1.8 any contravention of the Planning Acts, the Building Control Acts, Construction Regulations, Environmental Laws and/or the Public Health Acts and from any applications for planning permission, commencement notices, fire safety certificates, Environmental Licences and works and actions taken in pursuance thereof;

7.19.1.9 any contravention of the Local Government (Water Pollution) Act, 1977 as amended;

7.19.1.10 any other cause whatsoever arising out of the Development and/or Leasehold Area;

and to make good all loss sustained by the Lessor in consequence of any breach by the Lessee of any covenants or conditions herein.

7.19.2 whenever required to do so by the Lessor, to produce to the Lessor for inspection the Confirmation Statement and to comply with all conditions pertaining to State Indemnity.

7.20 Stamp Duty and Value Added Tax

7.20.1 To stamp with the Revenue Commissioners and thereafter without delay to register with the Land Registry this Lease and counterpart thereof as soon as practicable after the execution thereof and to furnish a certified copy duly stamped to the Chief State Solicitor on behalf of the Lessor within six months of the execution of the Lease and a counterpart thereof duly registered with the Land Registry to the Chief State Solicitor on behalf of the Lessor within 28 days of the date of its registration;

7.20.2 To pay any V.A.T. arising from the grant of this Lease or termination or surrender of it or on the rents reserved by it or other payments becoming due hereunder (if any);

7.21 Property Services Regulatory Authority

7.21.1 To Lodge a return with the Property Services Regulatory Authority in the specified format set out under the Property Services (Regulation) Act 2011 within 30 days of the occurrence of any of the following incidents:

7.21.1.1 on receipt of the stamp duty certificate from the Revenue Commissioners/date of execution of the Lease; and

7.21.1.2 on the determination of each rent review specified under the Lease (if applicable) and

7.21.1.3 on the cessation of the Lessee's interest in the Lease.

7.22 Insurance

Without prejudice to the Lessee's liability to indemnify the Lessor (and others as specified in clause 7.19) in accordance with the provisions of Clause 7.19:-

7.22.1 to insure and keep insured, in an insurance office licensed to operate in the State or which has received authorisation to operate in the State in accordance with Article 14 of Directive 2009/138EC in the joint names of the Lessor and the Lessee in the full reinstatement cost thereof (to be determined from time to time by the Lessor or his surveyor and including an inflationary factor) the Leasehold Area and all buildings thereon and the fixtures and fittings therein (if any) against loss or damage by the Insured Risks, including demolition and site clearance expenses, architects' and other fees and taxes in relation to the reinstatement of the Leasehold Area, such policy to include a non-invalidation clause acceptable to the Lessor.

7.22.2 to effect and keep in force a public liability insurance policy of indemnity in the joint names of the Lessor and Lessee in an insurance office licensed to operate in the State with a limit of €[redacted] ([redacted]) (or such increased amount as the Lessor may from time to time determine) in respect of any one claim or a series of claims arising out of a single occurrence for any damage, loss or injury which may occur to any property (not being the property of the Lessor or the Lessee) or to any person by or arising out of the admission of any person to the Leasehold Area, and to extend such policy so that the Lessor is indemnified by the insurers in the same manner as the Lessee or to provide the Confirmation Statement referred to at 7.22.5 below. This policy should

include an indemnity to principals clause with a specific indemnity to the Lessor.

7.22.3 to effect and keep in force an employer's liability insurance policy of indemnity in the joint names of the Lessor and Lessee in an insurance office licensed to operate in the State with a limit of €[redacted]) (or such increased amount as the Lessor may from time to time determine) for any one claim or a series of claims arising out of a single occurrence and to extend such policy so that the Lessor is indemnified by the insurers in the same manner as the Lessee in respect of all actions, costs, proceedings, losses, damages, or claims for personal injuries by employees of the Lessee or to provide the Confirmation Statement referred to at 7.22.5 below. This policy should include an indemnity to principals clause with a specific indemnity to the Lessor.

7.22.4 in the event that the Leasehold Area or the Development or any part thereof, shall be destroyed or damaged by fire or any of the Insured Risks, then and as often as shall happen, to lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding, repairing or reinstating the Leasehold Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency.

7.22.5 whenever required to do so by the Lessor, to produce to the Lessor for inspection the said policy or policies together with the latest receipt of the premium paid for renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Lessor by the Lessee's insurers, and to comply with all conditions pertaining to any such policy or policies or where State Indemnity is relied on whenever required to do so by the Lessor, to produce to the Lessor for inspection the Confirmation Statement.

7.22.6 such joint policy or policies, if required, to contain a non-vitiation clause whereby subject to the terms, conditions, limitations of the policy or policies,

any non-disclosure, mistake or misrepresentation of a material fact by the Lessee gives sufficient reason for the insurer to prove the insurance policy to be void, the Lessor will not be denied the protection of the policy.

7.22.7 not to do or omit to do anything which might cause any policy of insurance (if required) relating to the Leasehold Area or any Adjoining Property owned by the Lessor to become void or voidable, wholly or in part, nor (unless the Lessee has previously notified the Lessor and the Lessee has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable.

7.22.8 to immediately notify the Lessor in writing of the making of any claim under any policy of insurance or State Indemnity and to provide the Lessor with all information in relation to any such claim.

7.22.9 to ensure that any contractors, servants, agents, invitees or visitors of the Lessee engaged in connection with activities in the Leasehold Area or otherwise in connection with this Lease have appropriate insurance and that all copies of such insurance policies shall be provided to the Lessor as soon as is reasonably practicable.

7.23 Payment and Invoicing

To make all payments by electronic transfer, delivered on or before the due date for payment, to such account notified to the Lessee by the Lessor in writing, such payments to be made in full, and without deduction or set-off.

7.24 Investigations, Inspections and Enquiries

7.24.1 To use the Lessee's best endeavours to co-operate fully and provide all reasonable assistance in relation to any investigation, inspection or enquiry conducted by the Lessor in connection with this Lease, such investigation to be at the discretion of the Lessor;

7.24.2 The Lessee acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Lease:

7.24.2.1 is without prejudice to the Lessee's rights and obligations under this Lease or at Law and does not amount to a waiver of any such rights or relieve the Lessee from any such obligations; and

7.24.2.2 does not amount to an acknowledgement by the Lessor, or any officer, servant or agent of the Lessor, that the Lessee has complied with this Lease or Law in relation to any matters to which the investigation, inspection or enquiry relates.

7.25 Representation and Warranties

7.25.1 The Lessee represents and warrants to the Lessor that:

7.25.1.1 the Lessee is duly incorporated and organised under the laws of its place of incorporation;

7.25.1.2 the Lessee has the corporate capacity and authorisation (internal and external) to enter into and perform the terms of the Lease;

7.25.1.3 the representative executing this Lease on behalf of the Lessee is duly authorised in that behalf.

7.25.2 This Lease expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties, other than as expressly provided for in this Lease.

FIFTH SCHEDULE

Covenants of the Lessor

8. Subject to the Lessee paying the rents reserved by this Lease and performing and observing the covenants on the part of the Lessee herein contained, the Lessor **HEREBY COVENANTS** with the Lessee as follows:-

8.1 Quiet Enjoyment

To permit the Lessee, provided he pays the rent and other sums reserved by this Lease and complies with the provisions of this Lease, peaceably to hold and enjoy the Leasehold Area during the Term without any interruption by the Lessor or any person lawfully claiming through, under or in trust for the Lessor.

8.2 Exercise of Rights

In exercising any of the Lessor's rights of entry or other rights in relation to the Leasehold Area-

8.2.1 to take all reasonable steps to ensure that as little damage is done to the Leasehold Area and as little inconvenience is caused to its occupiers as is reasonably practicable;

8.2.2 to make good without delay any damage which may be caused by such exercise but not being responsible for any temporary inconvenience caused.

SIXTH SCHEDULE

"Site Specific Conditions"

9. The Lessee throughout the Term **HEREBY COVENANTS** with the Lessor as follows:-

9.1 The Lessee shall use that part of the Foreshore the subject matter of this Lease for the purposes as outlined in the application and for no other purposes whatsoever

9.2 The Development and works shall be conducted in accordance with documents and drawings submitted by the Lessee.

9.3 The Lessor shall be notified 2 weeks prior to any Development or works proceeding.

9.4 The mitigation and monitoring measures as detailed in the Environmental Impact Assessment Report and any Further Information Responses shall be implemented in full.

9.5 The mitigation as detailed in the Appropriate Assessment Natura Impact Statement shall be implemented in full.

9.6 The Lessee shall strictly adhere to NPWS 2014 "Guidance to Manage the Risk to Marine Mammals from Man-made Sound Sources in Irish Waters" including the employment of a qualified Marine Mammal Observer as appropriate and a soft start procedure to be used where the equipment is ramped up slowly to full power.

9.7 Vibratory pile driving to be used to the maximum extent possible.

9.8 Piling to take place for a limited time period each day and during daylight hours only.

9.9 A detailed Construction Environmental Management Plan (CEMP), to include waste management measures, is to be submitted by the Lessee to the Lessor for approval in advance of Development and works commencing. The CEMP for the construction phase of the proposed Development shall be agreed with IFI in advance of the commencement of the Development and works.

9.10 No refuelling of equipment, machinery or Plant shall take place on the Foreshore. Also, no storage of machinery or Plant shall take place on the Foreshore.

9.11 The Lessee shall ensure that the appropriate methods of operation are adopted in order to ensure that no spillages of fuel, hydrocarbons, cement or other leakages to the Foreshore occur during the Construction Phase of the Development. Contractor's arrangements for the control of pollutants should be notified to the Lessor for agreement prior to Development and works on the Foreshore commencing.

SEVENTH SCHEDULE

Provisos

10. PROVIDED ALWAYS that it is hereby agreed and declared as follows:-

10.1 Termination

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

10.1.1 in respect of the application for this Lease, information has been withheld from the Lessor by the Lessee or information provided to the Lessor by the Lessee is false or misleading in any particular;

10.1.2 any moneys payable by the Lessee under this Lease are not paid by the due date for payment and such failure is not remedied within 21 days after receipt by the Lessee of a notice from the Lessor requiring such breach or non-observance or non-performance to be remedied and stating that this Lease may be terminated pursuant to clause 10.1.2 if such breach or non-observance or non-performance is not remedied;

10.1.3 any breach, non- performance, or non-observance by the Lessee of any covenant on the Lessee's part, condition or agreement contained in this Lease or applicable Law and/or Environmental Laws, which is capable of being remedied and which is not remedied within 21 days after receipt by the Lessee of a notice from the Lessor requiring such breach or non-performance or non-observance to be remedied and stating that this Lease may be terminated pursuant to clause 10.1.3 if such breach or non-performance or non-observance is not remedied;

10.1.4 any breach or non-observance or non-performance by the Lessee of any covenant on the Lessee's part (including a covenant for payment of rent, royalty, or other money), condition or agreement contained in this Lease, applicable Law and/or Environmental Laws;

10.1.5 repeated breach or non-observance or non-performance by the Lessee of any provision of this Lease or applicable Law and/or Environmental Laws which has been notified to the Lessee by the Lessor and which has not been disputed in good faith, whether or not they are remedied, which are reasonably determined by the Lessor to constitute a breach and which continue after receipt by the Lessee of a notice from the Lessor stating that the Lease may be terminated if such breaches or non-observances or non-performances continue;

10.1.6 in the event that the Lessee fails to carry out execute and complete the development in accordance with the Plans to the satisfaction of the Lessor;

10.1.7 the capability of the Lessee to discharge fully its obligations under this Lease is materially impaired, including by reason of:

10.1.7.1 the occurrence of the insolvency/liquidation of the Lessee: or

10.1.7.2 any other material adverse change in the managerial, technical or financial competence of the Lessee; and

10.1.8 In the event the Lessor is required to exercise his statutory functions including but not limited to climatic policy or coastal protection or for any reasons of environmental protection arising from statutory powers of the Lessor or any other Government Minister.

THEN, and in any such case, the Lessor may, without prejudice to any other remedies available under this Lease or at Law, terminate this Lease, by notice in writing to the Lessee without payment of any compensation or refund by the Lessor to the Lessee and without prejudice to any claim by the Lessor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Lessee arising under any applicable Law and/or Environmental Laws or pursuant to this Lease (including any accrued rights or obligations which exist at the date of termination or expiry of this Lease):

10.1.9 Without prejudice to any of the above listed provisions of Clause 10.1, this Lease may be determined at any time by the Lessor giving three months notice in writing, expiring on any day, to the Lessee, and upon the termination of such notice the Lease and permission hereby granted shall be deemed to be revoked and withdrawn without payment of any compensation or refund by the Lessor to the Lessee and without prejudice to any claim by the Lessor in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Lessee arising under any applicable Law and/or Environmental Laws or pursuant to this Lease (including any accrued rights or obligations which exist at the date of termination or expiry of this Lease).

10.2 Forfeiture

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

10.2.1 the whole or any part of the Rent or other sums reserved by this Lease is unpaid for fourteen days after becoming payable (whether formally demanded or not) or;

10.2.2 there is a breach, non-performance or non-observance of any of the Lessee's covenants (including a covenant for payment of Rent, royalty, or other money), conditions or agreements contained herein, applicable Law and/or Environmental Laws; or

10.2.3 if the Lessee (being a body corporate) has a winding-up petition presented against it or passes a winding up resolution or is wound up (whether in Ireland or elsewhere) or a receiver, manager or liquidator (provisional or otherwise) is appointed in respect of the Leasehold Area or any part of it or of the Lessee; or if the Lessee presents a petition for the appointment of an examiner or if the Lessee enters into a scheme of arrangement or composition with or for the benefit of creditors generally or suffers any distress, execution, sequestration, attachment or similar process to be levied on the Leasehold Area, or

10.2.4 if the Lessee (being an individual or if more than one individual, then any one of them) commits an act of bankruptcy or has a bankruptcy summons or a bankruptcy petition presented against him or is adjudged bankrupt (whether in Ireland or elsewhere) or suffers any distress, execution, sequestration, attachment or similar process to be levied on the Leasehold Area or enters into a scheme of arrangement or composition with or for the benefit of his creditors or has a receiving order made against him or makes an application to any court for an order under the Bankruptcy Act, 1988 or;

10.2.5 the Lessee, being a company, is struck off the Register or is listed as dissolved on the Registrar in the Companies Registration Office in the Republic of Ireland, or if the Lessee is incorporated outside the Republic of Ireland, struck off or dissolved within the jurisdiction in which the Lessee was incorporated; or

10.2.6 the Lessee otherwise ceases to exist, or

10.2.7 where, in respect of the application for this Lease, information has been withheld from the Lessor by the Lessee or information provided to the Lessor by the Lessee is false or misleading in any particular, or

10.2.8 any of the Representations and Warranties in respect of the Lessee are not true and correct in any respect, or at any stage during the Term, any of the Representations and Warranties in respect of the Lessee cease to be true and correct in any respect;

THEN, and in any such case, the Lessor may at any time thereafter or any person or persons authorised by the Lessor, re-enter the Leasehold Area or any part of it in the name of the whole and thereupon the Term absolutely ceases and determines without any liability on the part of the Lessor to compensate the Lessee for any monies expended by the Lessee concerning any works already carried out by the Lessee in the Leasehold Area whether in respect of labour costs, materials, professional fees, insurance or otherwise, howsoever incurred by the Lessee arising out of or incidental to the works already carried out by the Lessee, and also without prejudice to any rights

or remedies which may then have accrued to the Lessor against the Lessee in respect of any antecedent breach of any of the covenants or conditions contained in this Lease. For the purposes of this provision, the Lessee acknowledges that the Lessor may take such reasonable steps as may be necessary to effect such re-entry so as to minimise such losses as may be incurred by the Lessor.

10.3 No Implied Easements

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

10.4 Exclusion of Warranty

Nothing contained in this Lease or in any consent granted or approval given by the Lessor under it implies or warrants that the Leasehold Area may be used under the Planning Acts for the purpose herein authorised or any purpose subsequently authorised and the Lessee hereby acknowledges that the Lessor 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 the Planning Acts.

10.5 Covenants relating to Adjoining Property

Nothing contained in or implied by this Lease shall give to the Lessee 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 lessee of the Lessor in respect of the Adjoining Property.

10.6 Effect of Waiver

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor, his servants or agents may have appeared to have waived or released temporarily such covenant.

10.7 No Liability

The Lessor shall not be responsible to the Lessee, its servants, agents, invitees or visitors for any injury, death, damage, destruction or financial or consequential loss whether to persons or property due to the state and condition of the Leasehold Area or any part thereof, or due to any act or default of any agent, servant, workman or other person authorised by the Lessor to enter on the Leasehold Area or using same with the consent of the Lessor.

10.8 Notices

10.8.1 Any demand or notice required to be made, given to, or served on the Lessee under this Lease is duly and validly made, given or served if addressed to the Lessee at Harbour Office, Mill House, Foyes, County Limerick, V94 R232, Ireland (or if the Lessee comprises more than one person, then to any of them) and delivered personally, or sent by prepaid registered, recorded delivery, or ordinary 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 Leasehold Area, and the Lessee covenants to inform the Lessor of any change of its registered office or address within five days of such change.

10.8.2 Any notice required to be given or served on the Lessor is duly and validly given or served if sent by pre-paid registered or recorded delivery mail, addressed to the Lessor at the Department of Housing, Local Government and Heritage, Custom House, Dublin, D01 W6X0 or such other address as may from time to time be notified to the Lessee.

10.8.3 Any such written notice shall be deemed to have been given when posted at the expiration of three working days after the envelope properly addressed and containing the notice, was put in the post.

10.9 Governing Law

10.9.1 This Lease shall be governed and construed in accordance with the laws of Ireland.

10.9.2 The Lessor and the Lessee hereby submit irrevocably to the non-exclusive jurisdiction of the courts of the Republic of Ireland.

EIGHTH SCHEDULE

Interpretation

11. The following shall apply to the construction of this Lease and the several schedules hereto:-

11.1 Where two or more persons are included in the expression "the Lessor" or "the Lessee", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Lessor, or the Lessee shall be deemed to be made by or with such persons jointly and severally.

11.2 Unless the context otherwise requires-

11.2.1 words importing a person include any firm, corporation sole, unincorporated association or corporate body and vice versa;

11.2.2 any reference to the masculine gender includes reference to the feminine and neuter gender and any reference to the neuter gender includes the masculine and feminine genders;

11.2.3 any reference to the singular includes reference to the plural.

11.3 Any covenant by the Lessee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and any references to any act, neglect, default or omission of the Lessee shall be deemed to include any act, neglect, default or omission of the Lessee or the sub-lessees, servants, agents, licensees or invitees of the Lessee or any person under its or their control.

11.4 References to any right of the Lessor to have access to or entry upon the Leasehold Area shall be construed as extending to all persons lawfully authorised by the Lessor including agents, nominees, officials, contractors, workmen, professional advisers, prospective purchasers of any interest of the Lessor in the Leasehold Area or in the Adjoining Property and others, provided that such persons have given reasonable notice (except in the case of an emergency).

11.5 Any reference to a Law (whether specifically named or not) or to any sections or sub-sections in a Law 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 there-under or deriving validity therefrom.

11.6 Clause or schedule headings are inserted for convenience only and do not affect the construction or interpretation of this Lease.

11.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.

11.8 If any term or provision in this Lease is held to be illegal, invalid, or unenforceable in whole or in part, such term or provision shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.

11.9 References to "month" or "months" mean a calendar month or months.

NINTH SCHEDULE

Definitions Section

12. In this Lease, unless the context otherwise requires:-

12.1 **"Adjoining Area"** means any Foreshore owned by the Lessor adjoining the boundary of the Leasehold Area and 100 meters in distance out from the boundary of the Leasehold area.

12.2 **"Adjoining Property"** means any Foreshore, land and/or buildings adjoining or neighbouring the Leasehold Area owned by the Lessor;

12.3 **"Building Control Acts"** means the Building Control Acts, 1990 to 2014, as amended;

12.4 **"Conduits"** means all sewers, drains, soakways, pipes, gullies, gutters, ducts, mains, watercourses, channels, subways, wires, cables, shafts, flues and other transmission or conducting media and installations (including all fixings, covers, cowls, louvres and other ancillary apparatus) of whatsoever nature or kind or any of them;

12.5 **"Confirmation Statement"** means the document issued by the State Claims Agency which sets out the details and applicability of State Indemnity;

12.6 **"Construction Regulations"** means the Safety, Health and Welfare at Work (Construction) Regulations, 2013, as amended;

12.7 **"Control"** has the same meaning as in Section 432 of the Taxes Consolidation Act, 1997;

12.8 **"Development"** means constructing, installing, operating, repairing and maintaining a suspended deck connecting the existing west quay to the existing east jetty and the relocation of a small craft floating pontoon for the Permitted User as specified in the Plans;

12.9 **"Environment"** includes any Foreshore, reclaimed Foreshore, land (including without limitation soil, surface land and subsurface strata, sea bed or river bed and any natural or man made structures), any inland waters, surface waters, ground waters and water in pipes, drains or other conduits and air (including without limitation air within buildings and other natural or man made structures above or below ground);

12.10 **"Environmental Laws"** means all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning Environmental Matters and protection of the Environment including without limitation the Air Pollution Act, 1987, the Dumping at Sea Act, 1996, as amended, the Dangerous Substances Act, 1972, the Litter Act, 1982, the Waste Management Act, 1996, as amended, the Environmental Protection Agency Acts, 1992 to 2007 as amended, the Waste Water Discharge (Authorisation) Regulations, 2007, as amended, the Protection of the Environment Act, 2003, the European Communities (Birds and Natural Habitats) Regulations, 2011 and all regulations, bye-laws, orders and codes made thereunder;

12.11 **"Environmental Licences"** means any permit, licence, approval, consent, registration or other authorisation required by or pursuant to any applicable Environmental Laws or relating to Environmental Matters;

12.12 **"Environmental Matters"** means any matter arising out of, relating to or resulting from pollution, contamination, protection of the Environment, human health or safety, health and safety of animal and plant life, sanitation and any matters relating to emissions, discharges, releases or threatened releases of hazardous materials into the Environment;

12.13 **"Euro"** means the single currency of participating member states of the European Union or such replacement equivalent currency thereof;

12.14 **"Foreshore"** is defined in the same manner as in section 1 of the Foreshore Act as amended;

12.15 "**Foreshore Act**" means the Foreshore Act 1933;

12.16"**Foreshore Acts**" mean the Foreshore Acts 1933 as amended;

12.17"**Foreshore Lease**" means a lease granted by the Lessor pursuant to section 2 (1) of the Foreshore Act;

12.18 "**Insured Risks**" means any or all of the following risks: fire (including subterranean fire), storm, tempest, flood, earthquake, lightning, explosion, impact, riot, civil commotion, aircraft, labour disturbance and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and such other risks as the Lessor may in his absolute discretion from time to time determine;

12.19"**Law**" means any Act of the Oireachtas, regulation, Statutory Instrument, European Union obligation, direction of a regulatory or other competent authority, condition of any consent, authorisation, lease or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Lease;

12.20"**Lease**" means this deed and any schedule to it, as may be amended by supplemental indenture from time to time or which is entered into pursuant to or in accordance with the terms hereof;

12.21 "**Leasehold Area**" means that part of the Foreshore more particularly described in the First Schedule of this Lease shown outlined in red on the map annexed hereto, together with the Development thereon;

12.22 "**Lessor**" means the Minister for Housing, Local Government and Heritage including his successors and assigns where the context so requires or admits and also includes the party for the time being entitled to the reversion immediately expectant on the determination of the Term;

12.23 "**Lessee**" means Shannon Foynes Port Company Designated Activity Company of Harbour Office, Mill House, Foynes, County Limerick, V94 R232, Ireland (Companies Registration Office number: 332414) including its successors and permitted assigns where the context so requires or admits and also includes the party for the time being entitled to the Lessee's interest created by this Lease;

12.24 "**Outgoings**" means all rates, taxes, duties, charges, assessments, impositions and costs (including emergency service charges) of any description including the cost of any work which the Lessor may have to do to facilitate the carrying out of the Development or any act or thing hereby authorised by this Lease (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Leasehold Area and the Utilities enjoyed in connection therewith including any insurance excesses or other sums not recoverable by the Lessee (unless due to its own neglect or default) and any connection and hiring charges and meter rates concerning the Utilities;

12.25 "**Permitted User**" means constructing/installing/operating/maintaining and repairing the Development and carrying out works which are necessary or incidental to these activities. For the avoidance of all doubt, this does not include a demise of any minerals in the Leasehold Area or the right to get and take such minerals, within the meaning of section 2(7) of the Foreshore Act.

12.26 "**Plans**" mean the plans and drawings (as may be amended from time to time pursuant to Clause 7.1) in the custody of and approved in writing by the Lessor. For the avoidance of doubt, the Plans shall also include the plans and drawings approved in writing by the Lessor in respect of any alterations, improvements or additions to the Leasehold Area;

12.27 "**Planning Acts**" mean the Planning and Development Acts 2000 to 2020, as amended;

12.28 "**Plant**" means any lifts, lift machinery, central heating and air conditioning systems, sprinkler system, boilers, and other electrical and mechanical machinery, equipment, and apparatus of whatsoever nature or kind and wherever installed in the Leasehold Area (if any);

12.29**"Public Health Acts"** means the Local Government (Sanitary Services) Act, 1878 to 2001 as amended;

12.30**"Rent"** means € [redacted] per annum (if demanded);

12.31**"Representations and Warranties"** mean the representations and warranties given by the Lessee to the Lessor pursuant to Clause 7.25;

12.32**"Site Specific Conditions"** mean the specifications approved by the Lessor set out in the Sixth Schedule hereto as may be amended from time to time pursuant to Clause 7.1;

12.33**"State Indemnity"** means indemnity that is given to third parties or individuals by the State, to compensate them for any losses that they incur as a result of the activities of the State (or a State Body) and in a situation where the State has been negligent in some way. Although State Indemnity is not analogous to a commercial insurance policy it will cover such loss where relevant and is unlimited in amount;

12.34**"Term"** means 35 (Thirty five) years;

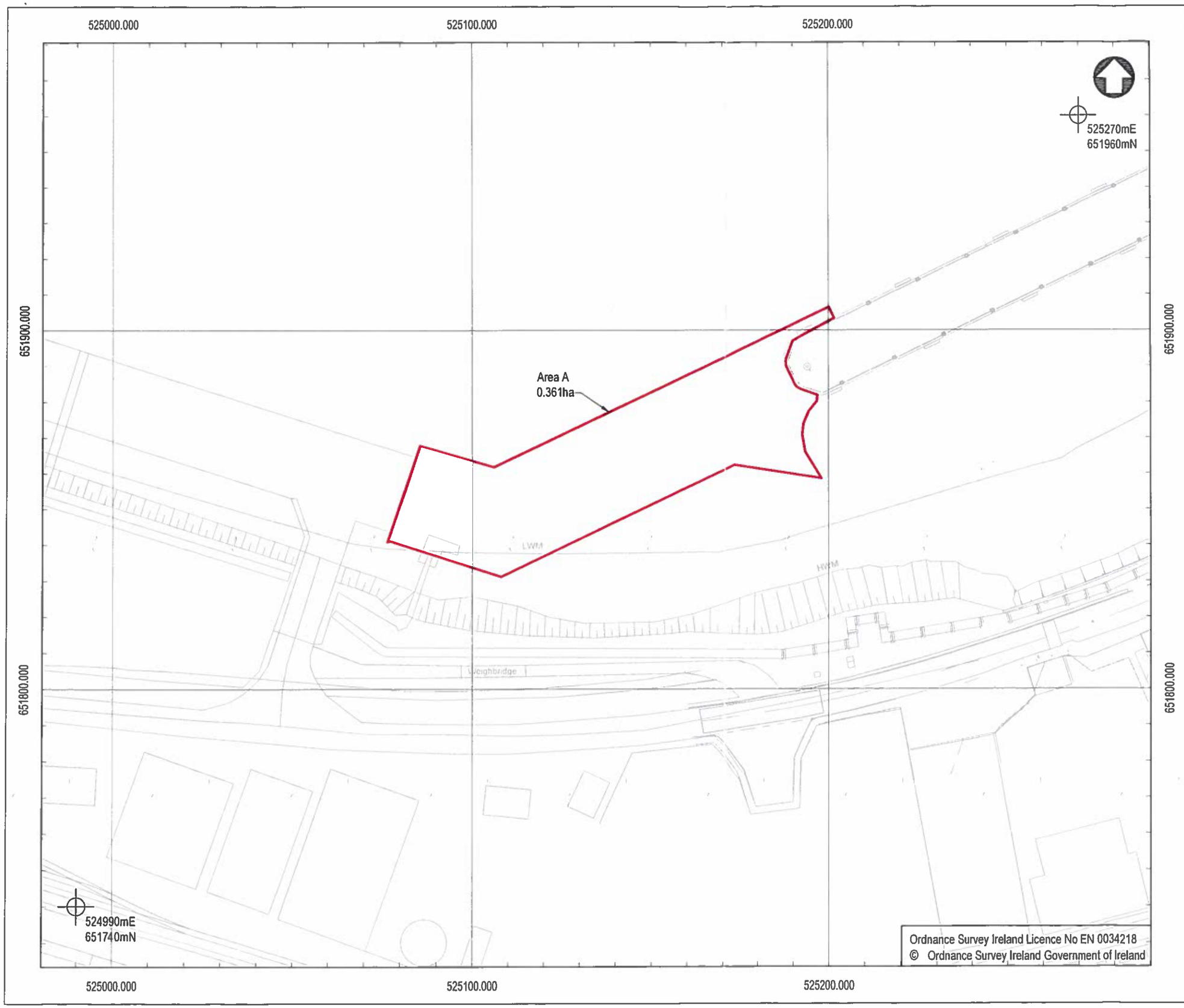
12.35**"Term Commencement Date"** means the 3rd day of January 2022;

12.36**"Utilities"** means water, soil, steam, air, gas, electricity, radio, television, telegraphic, telephonic, computer linking, electronic and other communications, oil and heating fuels and other services of whatsoever nature;

12.37**"the 1860 Act"** and **"the 2009 Act"** mean respectively the Landlord and Tenant Law Amendment Act, Ireland, 1860 and the Land and Conveyancing Law Reform Act 2009;

12.38**"V.A.T."** means value added tax as applied under the Value-Added Tax Consolidation Act 2010, as amended, or any similar tax substituted for it.

12.39**"Yearly Gale Day"** means the first day of January in every year of the Term.



NOTES

1. Verifying Dimensions.
The contractor shall verify dimensions against such other drawings or site conditions as pertain to this part of the work.

2. Existing Services.
Any information concerning the location of existing services indicated on this drawing is intended for general guidance only. It shall be the responsibility of the contractor to determine and verify the exact horizontal and vertical alignment of all cables, pipes, etc. (both underground and overhead) before work commences.

3. Issue of Drawings.
Hard copies, dwf and pdf will form a controlled issue of the drawing. All other formats (dwg, dxf etc.) are deemed to be an uncontrolled issue and any work carried out based on these files is at the recipients own risk. RPS will not accept any responsibility for any errors arising from the use of these files, either by human error by the recipient, listing of un-dimensioned measurements, compatibility issues with the recipient's software, and any errors arising when these files are used to aid the recipients drawing production, or setting out on site.

4. DATUM: Chart Datum

Projection: Irish Transverse Mercator (ITM)

Foreshore Application Boundary

ACCEPTED FOR LEASE
[redacted]
An Roinn Tithíochta, Rialtais Áitiúil agus Oidhreachta
Department of Housing, Local Government and Heritage
23/11/24

P02	Drawing Number changed/Drawing Updated	[redacted]	25/04/2018
P01	Issue for Comment		20/04/2018
rev	amendments	drawn date	checked date

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Client
Shannon Foynes Port Company

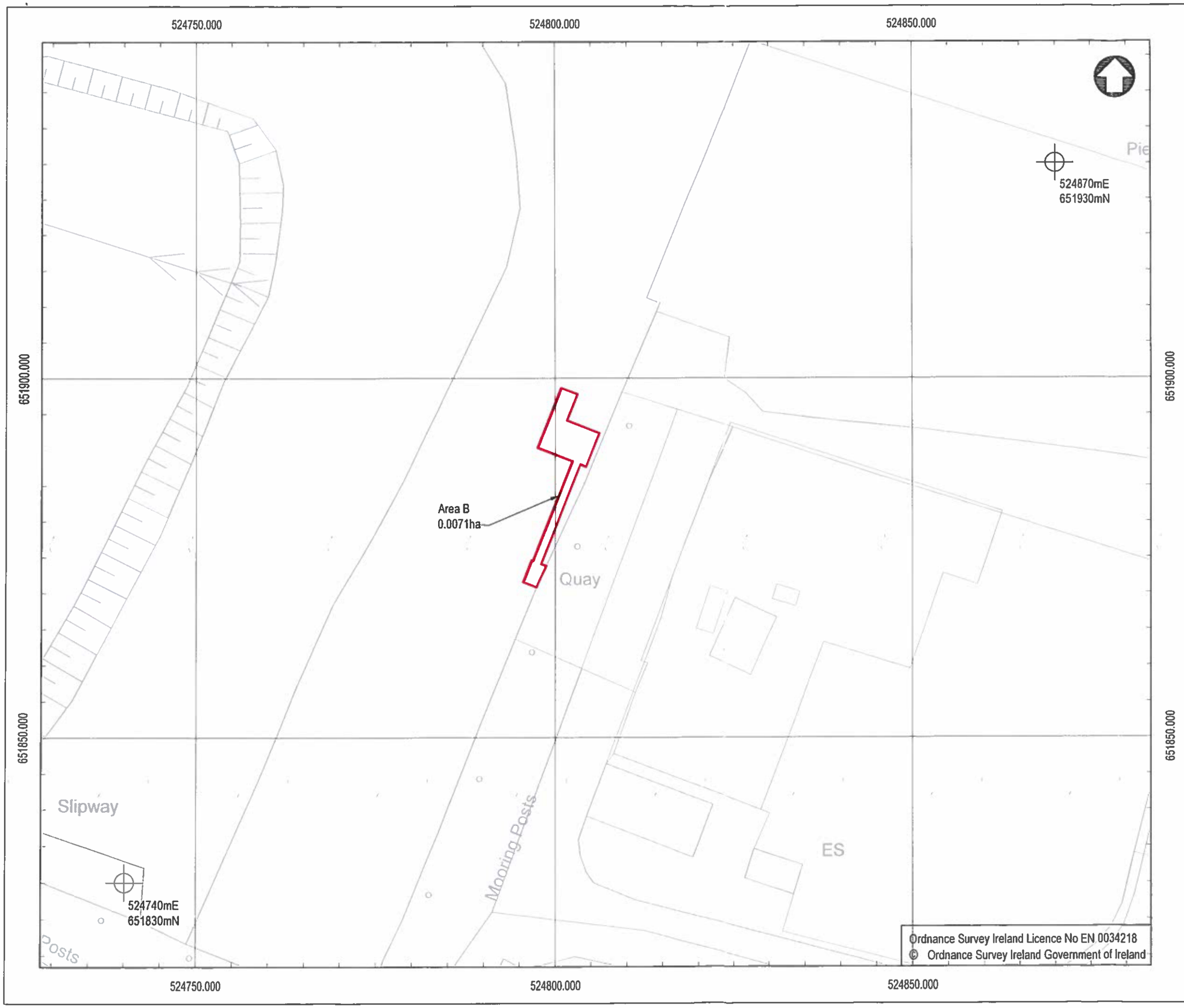
Project
Capacity Extension At Shannon Foynes

Title
Foreshore Lease Map 1

Drawing Status	Sheet Size	Drawing Scale
Foreshore	A3	1:1000

Drawing Number: M0679-RPS-00-FS-DR-C-0002
Rev P02

Project Leader	Drawn By	Date	Initial Review
[redacted]	[redacted]	April 2018	[redacted]



NOTES

1. Verifying Dimensions.
   The contractor shall verify dimensions against such other drawings or site conditions as pertain to this part of the work.
2. Existing Services.
   Any information concerning the location of existing services indicated on this drawing is intended for general guidance only. It shall be the responsibility of the contractor to determine and verify the exact horizontal and vertical alignment of all cables, pipes, etc. (both underground and overhead) before work commences.
3. Issue of Drawings.
   Hard copies, dwf and pdf will form a controlled issue of the drawing. All other formats (dwg, dxf etc.) are deemed to be an uncontrolled issue and any work carried out based on these files is at the recipients own risk. RPS will not accept any responsibility for any errors arising from the use of these files, either by human error by the recipient, listing of un-dimensioned measurements, compatibility issues with the recipient's software, and any errors arising when these files are used to aid the recipients drawing production, or setting out on site.
4. DATUM: Chart Datum

Projection: Irish Transverse Mercator (ITM)

Foreshore Application Boundary

ACCEPTED FOR LEASE
[redacted]
An Roinn Tithíochta, Rialtais Áitiúil agus Oidhreachta
Department of Housing, Local Government and Heritage
23/11/21

rev	amendments	drawn date	checked date
P02	Drawing Number changed/Drawing Updated	[redacted]	25/04/2018
P01	Issue for Comment		20/04/2018

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Client
Shannon Foynes Port Company

Project
Capacity Extension At Shannon Foynes

Title
Foreshore Lease Map 2

Drawing Status	Sheet Size	Drawing Scale
Foreshore	A3	1:500

Drawing Number: M0679-RPS-00-FS-DR-C-0003
Rev: P02

Project Leader	Drawn By	Date	Initial Review
[redacted]		April 2018	[redacted]

PRESENT when the Official Seal of the
MINISTER FOR HOUSING, LOCAL GOVERNMENT AND HERITAGE
was affixed hereto and was authenticated by the signature of:-

[redacted]

A person authorised by Section 15(1)
of the Ministers and Secretaries Act, 1924
to authenticate the Seal of the said Minister

Witness to print

Full name: [redacted]

Position held: Executive Officer

Address: Custom House

Dublin 1

PRESENT when the **COMMON SEAL**)
of **Shannon Foynes Port Company**)
was affixed hereto)
)

[redacted]
Chief ~~Executive~~ Officer

[redacted]
Company Secretary

DATED THE 11th DAY OF January ~~(2021)~~ 2022

MINISTER FOR HOUSING, LOCAL GOVERNMENT AND HERITAGE

One Part

-AND-

SHANNON FOYNES PORT COMPANY

Other Part

FORESHORE LEASE

Chief State Solicitor's Office,
Osmond House,
Little Ship Street,
Dublin 8.
File Ref.: 2021/05591