

COUNTY CAVAN

THIS INDENTURE made the 25th day of October 2019
MADE BETWEEN PATRICK ELLIOTT, of Drumelis, Cavan, in the County of Cavan (hereinafter called "the Lessor" which expression shall where the context so admits or requires shall include his heirs, executors, administrators and assigns) of the one part and **ANDREW SMITH** of (hereinafter called "the Lessee" which expression shall where the context so admits or requires shall include his heirs, executors, administrators and assigns of the other part,

WHEREAS:

1. The Lessor is the legal and beneficial owner of the lands comprised in the Schedule hereto.

The parties hereto have agreed as hereinafter appears.

In consideration of the annual rent hereinafter more particularly set out and in consideration of the covenants and conditions hereinafter contained, the Lessor hereby demises unto the Lessee **ALL THAT AND THOSE** the lands more particularly described in the Schedule hereto for a term of seven years commencing on the 1st day of January, 2019.

2. The Lessee hereby covenants with the Lessor as follows:

(a) (i) to pay to the Landlord the annual rent for the first five years of the term of five thousand, five hundred euro (€5,500) to be paid on the 1st June and 1st November in each and every year of the term for the first five years.

(a) (ii) The annual rent shall be reviewed after the fifth year and the annual rent for the remainder of the term shall be that as mutually agreed between the Lessor and the Lessee and in default of agreement it shall be the annual rent as may be determined by an independent Auctioneer nominated by the President of the Law Society of Ireland.

~~(b) To discharge and pay solicitors costs and outlay in relation to preparation and stamping, and if agreed the registration of this Lease.~~

(c) Not to cut or remove any trees or timber from the lands.

(d) Not to assign, sublet or part with possession of the property or any part thereof.

(e) To use the property for agricultural use only.

- (f) To keep the lands in a good state and keep and maintain the hedges, fences and gates thereon in a good condition and make good all defects and damage caused or occasioned by the Lessee, or agents or his animals during the currency of the Lease hereby created.
- (g) Not to cause, permit, or suffer any effluent or other deleterious matter to enter into any drain, stream or water course or other property and not to permit or all of the property or anything thereon to be a source of pollution whatsoever.
- (h) To keep the buildings and outoffices on the property the subject matter of this Lease in a reasonable state of repair and to replace such buildings as may be destroyed or damaged with other buildings to the satisfaction and approval of the Lessor.
- (i) To repair where necessary and to open drains to keep the land drainage in good condition.
- (j) To repair and make good all defects of which notice should be given by the Lessor to the Lessee in writing and for which the Lessee is liable under the provisions hereof within 14 days after the giving of such notice or such other period as the notice may specify and on failure to comply with such notice the Lessor may carry out the work referred to therein and recover the cost thereof on demand from the Lessee.
- (k) To properly fertilise the lands during the currency of the Lease.
- (l) Not to cut any timber on the lands without the written consent of the Lessor.
- (m) Not to make any structural alterations to the said property without first obtaining consent in writing from the Lessor.
- (n) To allow the Lessor inspect the lands and buildings thereon and all other outgoings.
- (o) To pay the outgoings on the lands to include all rates (if any) and water rates, and all other outgoings as are now charged or maybe charged thereon in the future.
- (p) To procure and effect and maintain during the term of this Lease, Public/Product Liability and Employers liability insurance policy;
 - (i) to a minimum cover of not less than €13 million for the Employers Liability and to a minimum cover of not less than €6,500,000 in respect of the Public/Product liability insurance,

indemnifying the Lessor against all claims and demands howsoever arising in respect of any personal injury to any member of the public or employee of the Lessee and indemnify the Lessor in respect of any damage to the property and to indemnify and keep indemnified the Lessor against all and any expenses, costs, claims, demands or other liabilities whatsoever in respect of injury or death to any person or damage to any property howsoever arising,

(ii) the Insurance Policies referred to in this paragraph shall be effected with an Insurance Company regulated by the Central Bank of Ireland,

- (q) Not to permit or suffer to be done anything in or on the demised property or any part thereof which may be or become a nuisance, damage or disturbance, danger, annoyance or inconvenience to the Lessor or owners or Lessees or occupiers of nearby property or neighbouring or adjoining property.
- (r) To fully and effectually indemnify the Lessor against the breach or non performance or non observance by the Lessee of any of the covenants and conditions on the Lessees part herein contained or of the proviso or stipulations contained and intended to be performed or observed by the Lessee and against all actions, prosecutions, costs, claims, expenses and demands whatsoever or howsoever arising in respect of or as a consequence (whether direct or indirect) of any such breach or non performance or non observance as aforesaid.
- (s) To pay to the Lessor yearly Insurance premium in respect of Insurance cover on any buildings on the demised property.
- (t) That he will after the expiration of the tenancy hereby created peaceably surrender and yield up unto the Lessor vacant possession of the property together with any of the buildings thereon occupied by the Lessee in the state and condition as they are at present.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- (a) That the Lessee paying the rent and performing and observing the covenants and conditions hereinbefore contained may peaceably hold and enjoy the demised property with any buildings thereon during the said term without any disturbance from the Lessor or any person lawfully claiming under or in trust for him.

4. IT IS HEREBY AGREED between the Lessor and the Lessee

- (a) That if there be a breach of non performance or non observance by the Lessee of any of the covenants or conditions hereinbefore contained or if the Lessee shall become bankrupt or make an arrangement or composition with his creditors or shall suffer execution to be levied on the property, the Lessor shall be entitled to determine the Lease hereby created by serving on the Lessee seven days notice in writing expiring on any day whereupon the Lease shall determine without prejudice to any claim which the Lessor may have against the Lessee with respect of any breach of the terms, covenants or conditions or stipulations herein contained.
- (b) Any notice required to be given to the Lessee or Lessor hereunder shall be deemed to be served if sent by ordinary pre-paid post addressed to the Lessor or Lessee as the case may be at their present address.

5. IT IS HEREBY AGREED that either party can terminate this Lease after the expiry of five years from date of commencement on giving to the other party not less than six months notice in writing of the intention to terminate.

6. IT IS HEREBY AGREED between the parties hereto that the rent in year one shall be €3,250 and the tenant will immediately construct and maintain a permanent and long

lasting fence and also a good quality stock proof fence between the lands leased and the adjoining lands owned by Mr. Paul Elliott.

IT IS HERBY FURTHER CERTIFIED that the consideration (other than rent) for the lease is wholly attributable to property which is not residential property.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

SIGNED and DELIVERED as a Deed
by the said **PATRICK ELLIOTT**
in the presence of:-

Patrick Elliott

Thomas J. Mc Dwyer
Solicitor
Belturbet
Mc Dwyer & Co
Solicitors
Main Street, Belturbet.
Co. Cavan.

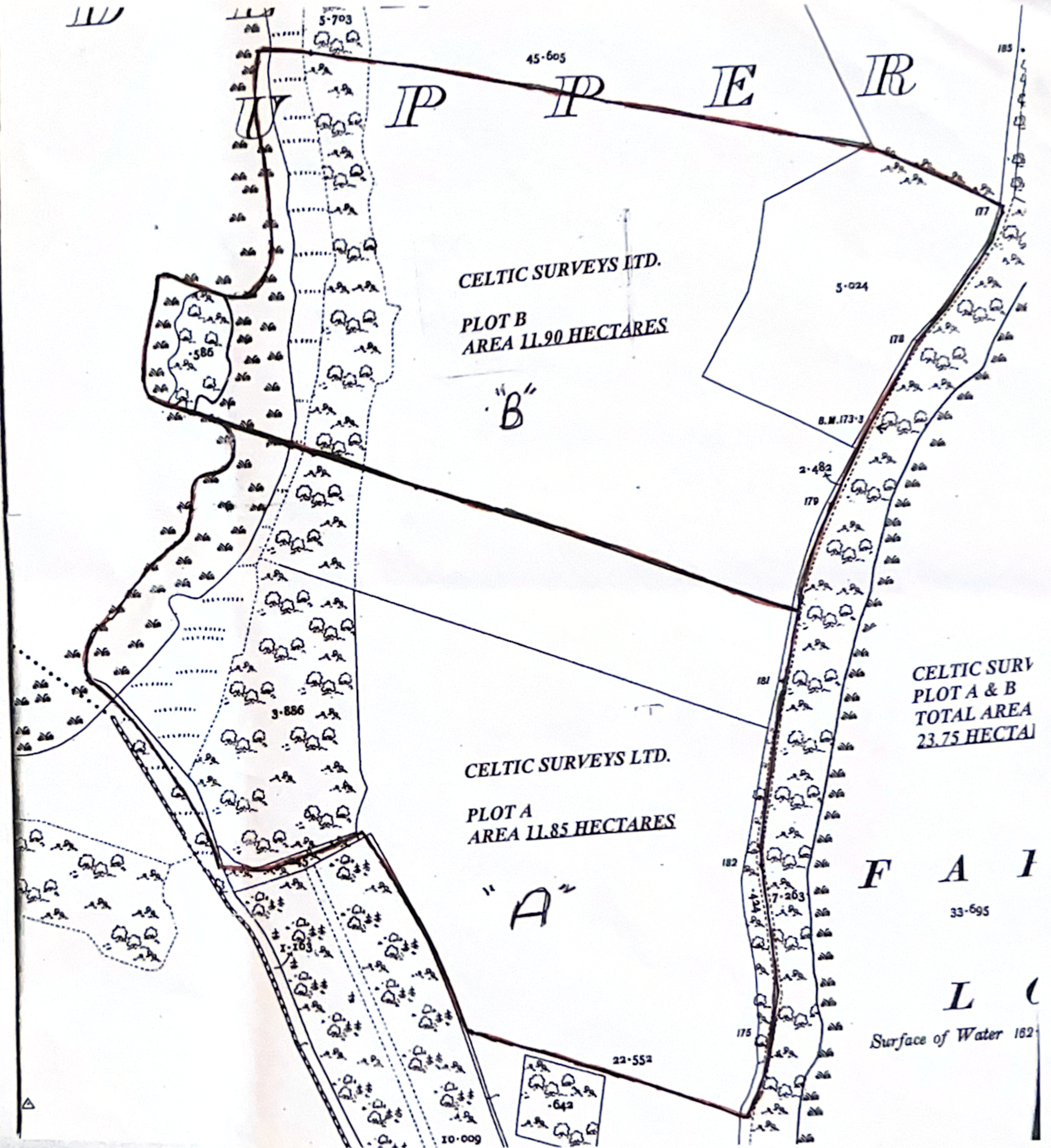
SIGNED and DELIVERED as a Deed
by the said **ANDREW SMITH**
in the presence of:-

Andrew Smith

K. O'G
Solicitor
Cavan

SCHEDULE

ALL THAT part of the lands situate in the townland of Deredis Upper and County of Cavan containing 29 acres (11.9 hectares) and delineated in red and marked "B" on the map annexed hereto.



LAND REGISTRY

COUNTY CAVAN

PATRICK ELLIOTT

WITH/

ANDREW SMITH

LEASE.

M. McDwyer & Co.
Solicitors,
Belturbet,
Co.Cavan.