

buyireland.com

CERTIFICATE OF OWNERSHIP

IT IS HEREBY CERTIFIED AND ATTESTED that

is henceforth the leasehold owner of the plot of land known as

Plot: _____

which is located at land known as CURRY, Brideswell, Athlone, County Roscommon, Ireland,
as further described in and subject to the Deed of Assurance dated the _____ day of
_____, made between Buy Irish Internet Services Limited of the one part
and the above named of the other part.

the COMMON SEAL
of BUY IRISH INTERNET SERVICES LIMITED
affixed hereto:

Cert Number: _____

THIS INDENTURE made the _____ day of _____

BETWEEN:

BUY IRISH INTERNET SERVICES LIMITED having its registered office at 110 Amiens Street, Dublin 1
(hereinafter called "the Seller") of the One Part,

AND

(Hereinafter called the "Buyer") of the Other Part.

WHEREAS as follows:

In this Indenture, the following applies unless the context otherwise requires:

"the Field" means ALL THAT AND THOSE the lands situate at Brideswell, Curry, Athlone, County Roscommon as delineated and outlined in black on Map 1 endorsed hereon;

"the Sod" means ALL THAT the plot of land being part of the Field as more particularly coloured in red on Map 2 endorsed hereon;

"the Rent" means the initial rent of one cent per annum, if demanded by the Seller, subject to the review of same on the fifth and fifteenth anniversary of the date of this Indenture in accordance with any increase in the Consumer Price Index (as published by the Irish Central Statistics Office) from the index published nearest the date of this Indenture to the index published nearest the aforesaid review dates.

"the Perpetuity Period" means the period from the date hereof to the day 21 years from the date of death of the last survivor of the issue now living of his the late President of Ireland Éamonn de Valera;

Any reference to the masculine gender includes reference to the feminine gender and any references to any right of the Seller to have access to or entry upon the Sod shall be construed as extending to all persons authorised by the Landlord to do so.

NOW THIS INDENTURE WITNESSETH:

The Seller in consideration of the Rent herein reserved and the covenants on the part of the Buyer hereinafter contained HEREBY DEOSES unto the Buyer the Sod EXCEPTING AND RESERVING the airspace above and the ground below the Sod SUBJECT ALSO TO all rights, easements, privileges, covenants, restrictions and stipulations of whatsoever nature affecting the Sod TO HOLD the Sod unto the Buyer from and including the date of this Indenture for the term of 20 years YIELDING AND PAYING annually from the date of this Indenture unto the Landlord during the said term the Rent SUBJECT AT ALL TIMES during the Perpetuity Period to the Buyer's irrevocable RIGHT AND ENTITLEMENT to renew the provisions of this Indenture by notifying the Seller by way of any form of correspondence whatsoever of its desire to renew and extend the aforesaid term.

COVENANTS BY THE BUYER

The Buyer throughout the term of this Indenture and any extension thereof HEREBY COVENANTS with the Seller as follows:-

1. At all times to comply with all the requirements, regulations and/or notices of the Seller (which the Seller shall be entitled to make from time to time to ensure the good order, management and control of the Field) in relation to access to and visiting the Sod and/or the Field.
2. To pay the Rent as reserved by this Indenture.
3. Save for removing by hand a sample of grass or vegetation growing thereon to permit the Sod to persist in the original condition found at the date of this Indenture and not to seek to or do any works or thing which would cause the Sod to be altered, removed, cultivated, broken, excavated, displaced or interfered with in any manner.

4. Not to obstruct the access to or means of access to or through the Field nor do anything which causes any obstruction in or damage to the Field nor to discharge therein any articles or rubbish and/or deleterious or objectionable material.
5. Not to bring any machinery, motorised vehicle, apparatus or animal onto the Field or any article or thing which is or might become dangerous, offensive, unduly combustible or inflammable.
6. To access the Sod only by following on foot the common walkways which are coloured grey on Map 2, and no to infringe upon or enter upon any other part of the Field. The Buyer and all persons expressly or by implication authorised by the Buyer shall have the right (but subject to any existing or future regulations made by the Seller) to pass and repass over and along the said common walkways for all proper purposes in connection with the enjoyment of the Sod provided always and it is hereby agreed and declared that at any time during the term hereby granted or any extension thereof the Seller shall be entitled to alter the said common walkways.
7. Not to engage in any works or erect, place or display on the Sod any structure, sign, flag or other item whatsoever without obtaining the prior written consent of the Seller.
8. To take all necessary care and precautions to avoid injury to persons, animals or property on accessing the Sod AND to fully indemnify the Seller against all liability, actions, proceedings, claims, demands, losses, costs, expenses or damages for any such damage or injury (including death) to persons, animal or property howsoever caused as a result of the Buyer or persons connected with him accessing the Sod and/or the Field, or a breach by the Buyer or persons connected with him of any of the provisions of this Indenture. It is accordingly noted and agreed that the Buyer, and any connected persons, shall visit the Field at their own risk as regards injuries to persons and animals and/or loss or damage to property.
9. If having not notified the Seller of its intention to renew the term herein, to quietly yield up the Sod at the expiration of the term of this Indenture.
10. To permit the Seller at any time to have access over the Sod for the sole purpose of maintaining the Field in the condition it persists at the date of this Indenture and to permit the Seller exercise any of the rights excepted and reserved by this Indenture.
11. Not to engage in any activity in or on or near the Field which may result in a material increase in the risk of injury to persons, animals or property; or the creation of any contamination or pollution; or the creation of any nuisance, annoyance or disturbance affecting the enjoyment of others of the Field or the Field's current value and character; or the Seller incurring liability or expense under any statutory provision.
12. To ensure that vehicles used to arrive at the Field are not parked or controlled in such a manner as will unduly interfere with the free flow of traffic on the public road nearest the Field or cause any disturbance or damage to adjoining premises or persons.
13. Not to assure or part with or share the possession of any part of the Sod without the prior written consent of the Seller (which consent shall not be unreasonably withheld);
14. To comply in all respects in relation to the Sod with all obligations and requirements arising from or under any statutory provision or imposed under powers conferred on any authority or court of competent jurisdiction.

COVENANTS BY THE SELLER

The Seller HEREBY COVENANTS with the Buyer as follows:

1. To permit the Buyer, provided it complies with the provisions of this Indenture to peaceably to hold and enjoy the Sod during the term of this Indenture without any interruption.
2. To take all necessary steps to ensure that the Field together with common access ways therein is capable of access (save for in adverse or inclement weather conditions or by way of force majeure) during daylight hours.
3. To permit and ensure the Field is enabled to persist in the original condition found at the date of this Indenture.
4. To use best endeavours to maintain an electronic register of buyers of portions of land within the Field in such a fashion that is electronically accessible by the Buyer so as to give confirmation of ownership to Buyers on request.

provided always as follows:-

1. Without prejudice to any other right, remedy or power herein contained or otherwise available to the Seller if there is a material breach of any of the Buyer's covenants THEN and in any such case, the Seller may at any time thereafter re-enter the Sod and thereupon the term provided in this Indenture absolutely ceases and determines.
 2. Nothing in this Indenture shall impliedly confer upon or grant to the Buyer any easement, right or privilege other than those expressly granted (if any) by it.
 3. This Indenture and all relationships created thereby shall in all respects be governed by and construed and interpreted in accordance with Irish Law and the parties hereto hereby submit to the exclusive jurisdiction of the Irish courts.
 4. Any notice required to be given or served on either party hereto is duly and validly given or served if sent by registered or recorded delivery mail to the last known or notified address of the Buyer or the Seller at P.O. Box 7501, Sutton, Dublin 13, Ireland.
 5. The Buyer shall not by virtue of this Indenture be deemed to have acquired nor shall the Buyer during the term hereof acquire by prescription or any other means in the Sod any right of air or light or any right of way or other easement from or over or affecting any land or hereditments belonging to the Seller and not included in this Indenture.

CERTIFICATES - IT IS HEREBY CERTIFIED AS FOLLOWS:

1. That the consideration (other than rent) for the lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction effected 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) which is attributable to property which is not residential property exceeds €6,350;
 2. That Section 53 (Lease combined with building agreement for dwelling-house / apartment) Stamp Duties Consolidation Act, 1999 does not apply to this instrument.
 3. That the Sod is situate in the County of Roscommon.
 4. That neither the Sod nor the Field are a family home within the meaning of that term in the Family Home Protection Act 1976, as amended by the Family Law Act 1995.

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

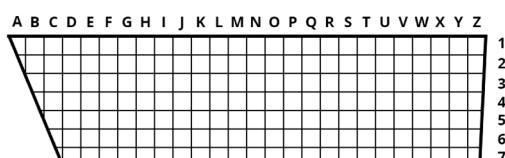
PRESENT when the Common Seal
of BUY IRISH INTERNET SERVICES LIMITED
was affixed hereto:

SIGNED SEALED AND DELIVERED
by the said


John Beckett, Director

Thomas Linehan
Thomas Linehan, Director

coap 1



αλφ 2

