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**Mervyn Storey MLA**  
**Minister for Social Development**  
Lighthouse Building, 1 Cromac Place  
Belfast BT7 2JB

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**Jim Allister, MLA**  
**Northern Ireland Assembly**  
**Parliament Buildings**  
**Ballymiscaw**  
**Stormont**

**AQW 47406/11-15**

**Mr Allister has asked**

The Minister for Social Development pursuant to AQW 39953/11-15, whether he will publish a list of the documents still retained in respect of the regeneration of 148/158 Springfield Road.

**Answer**

I have arranged for copies of the relevant documents and copies of all papers relating to the development of 148 – 158 Springfield Road to be placed in the Assembly Library.

**Signed:** \_\_\_\_\_

  
Mervyn Storey MLA

**Date:** \_\_\_\_\_

20/6/15

Clarendon Residents Association P&R.

Spoke to Gary McAlonum re site A.

Responsibility has been handed over to John Borgan  
(251957).

The procedure appears to be as follows.


Clarendon Residents Association and Pomes Brothers form  
their partnership

They apply for temporary possession of the site to allow the  
building to take place. This takes the form of a request to  
Comprehensive Development / Springsdale Branch stating work to  
become demant plus dates of starting. The Reportment will give  
permission as long as all liabilities is taken by the builder.

On completion of the work the Reportment Engineers will be  
asked to detail the site. This area will then be formally  
transferred using Rept Solicitors and groups Solicitors. The Rept  
has freehold title and would wish that the group take this (rather  
than a lease).

John is to check details regarding the valuation of the site.

Documents on our file suggest it is valued at £20K. This if confirmed  
will be set against our 25% match funding for the P&R element and no  
money will change hands.

If required John Borgan will attend our proposed meetings (Jack to advise  
if he needed) I said I would appraise him of events at the meetings  
if he doesn't attend and  would give him an outline  
time table of likely movement of this project

Paul Hollowood  
8/6/95



To: Mr Harry <sup>Smith</sup> Wallace  
Valuation & Lands Agency

Date: 10 November 1998

From: J Brogan  
Comprehensive Development Branch  
Brookmount Buildings

**Site at Springfield Road - Joint Development: Rooney Brothers & Clonard Residents Association**

1. We discussed the proposal to develop the vacant site adjacent to Springvale Training Ltd on the Springfield Road and the need for a fresh valuation. I agreed to confirm with you some of the details of the proposal to allow you to make a more informed appraisal.
2. It is an unusual alliance of the public, private and community sectors coming together to complete the development. Rooney Brothers, a builder/developer, will build the premises - a 2 storey building with 4 retail units on the ground floor and offices above.
3. Rooney Bros are to contribute a total of £180k to the project. They will own the premises and be responsible for the maintenance and integrity of the externals of the property. They intend to make the 4 retail units available for renting.
4. Clonard Residents Association (CRA) are to contribute £280k to the project, funded by a combination of European P&R funds and MBW. They will take possession of the office space on the first floor by means of a 900 year lease. This will provide accommodation for the Association itself, and allow for some space to be made available for renting, thus providing CRA with much needed income.
5. The site is owned by this Branch, having been acquired by the then Springvale Development Team from James Mackie & Sons. Funding for the acquisition was provided at the time by MBW. With MBW contributing to the CRA input, it is intended to include the cost of site acquisition as part of that organisation's contribution. In effect, site acquisition will be a notional figure, as MBW have already purchased the site, and this will reduce the overall public sector input.
6. The previous valuation, carried out over 18 months ago, was set at £20,000. Can you provide an indication of its current value, please.

\*

*John Brogan*  
JBROGAN

PS I attach a copy of Ms Sloan's submission which is a great summary of events, and a copy of breakdown of costs.

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100 100

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**MALONE & CO.**

Solicitors

AUL N. MALONE  
JOHN J. MALONE

① (01232) 242859  
Fax (01232) 325969

60 LISBURN ROAD,  
BELFAST  
BT9 6AF.

DX 494 NR  
BELFAST 1

Law Society Box 55

5

Our Ref.: PM/AA61/98/SM

Your Ref.:

22 October 1998

BY FAX (321699) AND POST

Paul Holbrook Esq  
Making Belfast Work  
Twin Spires Centre  
155 Northumberland Street  
BELFAST  
BT13 2JF

Dear Mr Holbrook

re: Our client - Clonard Residents Association Limited  
Property at Springfield Road, Belfast

-----  
Further to your letter of 15 October with the model agreement for lease and draft lease I do not think that this would actually encompass sufficient details to reflect the interests and expectations of the three parties to the proposed agreement. I am working on an alternative agreement and I will let you have a copy thereof for your perusal as soon as possible. I am sorry that I have not been able to get back to you but I have been tied up in a large transaction over the past few days which has been demanding all of my time.

Yours truly

Paul Malone  
MALONE & CO.,  
-----

Received by  
15/10/98

23 OCT 98

~~\_\_\_\_\_~~



# Facsimile Cover Sheet

To:	JACK O'CONNOR
Company:	MBW NORTH TEAM
Phone:	744022
Fax:	744042
From:	PAUL HOLBROOK
Company:	MBW Greater West Team
Phone:	244535
Fax:	321699
Date:	12 Nov 1998
Pages including this:	1

**Comments:**

Sack - for information

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I only heard this late yesterday from Seamus O'Prey of Clonard Residents. Paul Malow has withdrawn his services from the group and will no longer deal with the Site A project. They are hoping to get another solicitor on board ASAP. Otherwise the project seemed to be making progress.

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Paul Malow felt that CEA were being taken advantage of.

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5

**MALONE & CO.**

Solicitors

PAUL N. MALONE

JOHN J. MALONE

☎ (01232) 242859

Fax (01232) 325969

*CRA*  
*PK/16*  
*P.*  
*P. 16/11*

60 LISBURN ROAD,  
BELFAST  
BT9 6AF.

DX 494 NR  
BELFAST 1

Law Society Box 55

Our Ref.: PM/AA61/98/RC

Your Ref.:  
12 November 1998

FAO MS P SLOAN  
Team Leader  
Making Belfast Work  
Twin Spires Centre  
155 Northumberland Street  
BELFAST  
BT13 2JF

Dear Ms Sloan

Re: Development at Springfield Road, Belfast

-----  
Further to the meeting at MBW offices on Thursday 29 October I confirm that I advised Margaret Johnson from Clonard Residents Association on the following Tuesday 3 November that having regard to the matters discussed at the two meetings in which I have taken part with representatives of Making Belfast Work, I was not prepared to proceed with my involvement in this project as Solicitor for Clonard Residents Association for whom I have acted in an unpaid capacity for over 9 years.

We confirm that we have arranged with the Association for them to collect the agreement for lease and form of lease left in this office by Paul Holbrook some weeks ago together with any correspondence concerning the matter. No doubt the Association will be in contact with you directly.

I have advised Ciaran Steele of my decision.

Yours faithfully

MALONE & CO

Received

16 NOV 1998

16 NOV 98

Initials

Also at: 10 SPRINGFIELD ROAD, BELFAST BT12 7AG. Telephone: (01232) 329331 Fax: (01232) 320121

This Firm is regulated by The Law Society of Northern Ireland in the conduct of investment business in accordance with the Financial Services Act 1986.





Central Office, Tel: 251455  
North Team, Tel: 744022  
Greater West Team  
(Shankill Office), Tel: 333380  
South/East Team, Tel: 240117  
**Greater West Team, Tel: 244535**

27<sup>th</sup> November 1998

Mr Ciaran Steele  
Solicitor  
177 Victoria St  
Belfast  
BT1 4PE

Dear Ciaran

**CLONARD RESIDENTS ASSOCIATION/ROONEY BROS – SITE A DEVELOPMENT**

Please find attached a draft development agreement prepared by the Department's Solicitors.

The agreement provides for the carrying out of the works by Rooney Brothers under contract with the Residents' Association.

Following upon completion of the works under the development licence the Department will transfer a fee simple estate to Rooney Brothers who will then grant a Lease of the first floor of the premises to the Association. During the course of the development licence the Association should have an agreement for lease with Rooney Brothers.

The draft Lease which is ultimately to be granted to the Association should also be attached to the development licence.

A site drawing and other associated maps are being prepared to go with the agreement and will be forwarded when ready.

The draft will require a number of amendments, including solicitors representing the groups, and these should initially be forwarded to me at our Twin Spires office.

Yours sincerely

**PAUL HOLBROOK**  
**MBW Greater West Team**

Enc





**MAKING BELFAST WORK**

Central Office, Tel: 251455

North Team, Tel: 744022

Greater West Team

(Shankill Office), Tel: 333380

South/East Team, Tel: 240117

**Greater West Team, Tel: 244535**

27<sup>th</sup> November 1998

Padraigin Drinan  
Solicitor  
16 Donegall Square South  
Belfast  
BT1 5JG

Dear Padraigin

**CLONARD RESIDENTS ASSOCIATION/ROONEY BROS – SITE A DEVELOPMENT**

Please find attached a draft development agreement prepared by the Department's Solicitors.

The agreement provides for the carrying out of the works by Rooney Brothers under contract with the Residents' Association.

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The draft Lease which is ultimately to be granted to the Association should also be attached to the development licence.

A site drawing and other associated maps are being prepared to go with the agreement and will be forwarded when ready.

The draft will require a number of amendments, including solicitors representing the groups, and these should initially be forwarded to me at our Twin Spires office.

Yours sincerely

**PAUL HOLBROOK**  
MBW Greater West Team

Enc



P. DRINAN

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**Solicitor**

***Padraigin Drinan LLB Notary Public***

16 Donegall Square South  
Belfast  
BT1 5JG

Our reference: PD/CG  
Your reference:

Phone 01232 322071  
Facsimile 01232 240495

04 December 1998

Making Belfast Work  
Twin Spires Centre  
155 Northumberland Street  
Belfast

Dear Sir  
For the attention of Paul Holbrook

**Re: Clonard Residents Association/Rooney Bros – site a development**

Thank you for your letters of 27<sup>th</sup> and 30<sup>th</sup> November.

We have gone through the proposed Draft Agreement with our clients and are currently considering the position between Rooney Bros and our clients which will have to be in place before our agreement with you.

Yours faithfully

P. DRINAN  
*P. Drinan*





C



**MAKING BELFAST WORK**

Central Office, Tel: 251455  
North Team, Tel: 744022  
Greater West Team  
(Shankill Office), Tel: 333380  
South/East Team, Tel: 240117  
**Greater West Team, Tel: 244535**

Your ref: PD/CG

26<sup>th</sup> May 1999

**P Drinan  
16 Donegall Square South  
BELFAST  
BT1 5JG**

Dear Pdraigin

**RE: CLONARD RESIDENTS ASSOCIATION**

Thank you for your letter dated 24<sup>th</sup> May 1999. I have also received a copy of the draft lease between Rooney Brothers and Clonard Residents. I shall forward this to the Departments Solicitor for his comment. I would ask that any agreed changes made to the draft lease be notified to myself to ensure the Departments Solicitor has full details as soon as possible of the final lease.

As regards the balance of the money from the Housing Executive I am awaiting details from Clonard Residents Association on the costs incurred by them in moving to the new premises at 133 Springfield Road. Initial estimates are that the cost was around £10,000 but I require documentation including quotations for work and receipts for work carried out. I have been informed by the group that some of this information is currently with their auditors. On receipt of this information I will be able to finalise the amount to be released to the group with the remainder being returned to the Department of the Environment.

Yours sincerely

**Paul Holbrook**

10

C

**MBW Greater West Team**

Twin Spires Centre  
155 Northumberland St.

Belfast BT13 2JF

Tel: (01232) 244535 Fax: (01232) 321699

# Memo

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**TO:** G Harris – Departmental Solicitor's Office

**FROM:** P Holbrook – MBW Greater West Team

**DATE:** 26<sup>th</sup> May 1999

**RE:** **CLONARD RESIDENTS ASSOCIATION – PEACE AND RECONCILIATION URBAN REGENERATION FUNDING**

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1. Progress to date, incoming to an agreement between Rooney Brothers and Clonard Residents Association, has been very slow. There does however appear to be some movement in the last few days and I am writing to update you on the latest position.
2. The solicitors from both groups have approved the draft development agreement supplied by yourself. I enclose copies of letters from both solicitors. I also enclose the copy of the development agreement that was seen and returned from Rooney Brothers solicitor. I am unsure whether the notes made on page 9 of the agreement are suggested alterations or not. From our perspective the original timescales are more appropriate. Clonard Residents Association acceptance of the Development Agreement is dependent on a suitable lease being agreed between the groups, progress on this is given below. I enclose as an appendix names and addresses of the groups involved as there have been changes to these.
3. I enclose a copy of the draft lease agreement between Rooney Brothers and CRA. This has gone between the solicitors a number of times and is only awaiting final agreement by CRA and their solicitor. My understanding is that it should be agreed in the near future.

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## **MBW Greater West Team**

**Twin Spires Centre**  
155 Northumberland St.  
Belfast BT13 2JF

Tel: (01232) 244535 Fax: (01232) 321699

4. In your minute of 20<sup>th</sup> November 1998 you made reference to CRA having an agreement for lease with Rooney Brothers during the course of the Development Agreement. This, to my knowledge, still has to be prepared. I am assuming that it basically states that at some specific point, e.g. issue of certificate of practical completion for the building, the lease will be formally signed. Would this agreement go with the Development Agreement, including the draft lease agreement, and be signed at the same time? Or, is it possible to leave out this element and get Rooney Brothers and CRA to sign up to the full lease at the same time as signing the Development Agreement, this might make CRA feel more secure?
5. There are 2 remaining agreements to be finalised
  - a) Our final letter of offer to Clonard Residents Association. This should be issued soon as the estimated cost of the project has been agreed by the Department's Quantity Surveyor. I am awaiting a decision on VAT registration from the group to allow this to be taken into account in the funding package.
  - b) The Development Licence, on page 1, refers to the contract between Rooney Brothers as builders and CRA. I presume that this building contract is signed before the Development Agreement.
6. Please advise on the procedure for all the parties signing up to the agreement e.g. does the Department sign up initially and then send to group solution for signing or do they sign first.
7. Paragraph 4 on page 4 of the agreement makes reference to consideration being paid. Please advise what this payment is in respect of.
8. I hope that this will allow the process to be moved on as there is now some urgency in getting the project started to meet upcoming Peace and Reconciliation funding deadlines.

*Paul Holbrook*

**Paul Holbrook**

Enc.

Handwritten marks or scribbles in the top right corner.

FROM: G HARRIS  
Departmental Solicitor's Office

DATE: / June 1999

To: Mr Paul Halbrook  
DOE(NI)  
Making Belfast Work  
Greater West Team

Received

6 JUN 99

initials

**CLONARD RESIDENT'S ASSOCIATION, PEACE AND RECONCILIATION  
URBAN REGENERATION FUNDING**

I refer to your minute of 26 May.

The basic documentation in this matter is likely to consist of the following:-

1. A contract between Clonard and Rooney under which Rooney contracts with Clonard for an agreed consideration to sell on long Lease to Clonard the proportion of the first floor of the building which they intend to construct. This Contract for Sale should contain a specification of the premises which Rooney is to sell to Clonard by way of the long Lease. This document may be referred to as either the Contract for Sale or the Agreement for Lease.
2. The Development Agreement. In essence this is a Contract by the Department with both Rooney and Clonard to dispose of the lands upon which the development is to be constructed to Rooney. Basically it is a Contract for Sale conditional upon the development being constructed. My understanding is that the land is valued at £20,000 but because Rooney is discounting the cost of the first floor of the development by that amount to Clonard that the consideration in the Development Agreement will be expressed as a nominal £1.
3. The Lease which Rooney will grant to Clonard in compliance with their agreement with Clonard. Rooney will grant the Lease to Clonard at the same time as the Department grants the transfer to Rooney. The transfer to Rooney being dependant on their satisfactorily completing the development.

We now appear to have reached the stage where the Development Agreement has been approved by both Rooney and Clonard. I would agree that we should retain the original time scales.

The draft Lease appears to be satisfactory to me but primarily that it is a matter for Clonard's Solicitor.



Handwritten marks and scribbles in the top right corner of the page.

Mr Paul Halbrook (cont'd)

Do you know if the Contract for Sale or Agreement for Lease has yet been drawn up and agreed between Rooney and Clonard. As the Department is funding the transaction it will also wish to look at this document.

I note that you will soon be issuing the final letter of offer to Clonard.

As all the documentation is inter-dependant in a transaction like this it is often most convenient that the parties get together at one location and all the documentation is signed at the one time.

As expressed earlier in this minute my understanding is that the consideration for the Development Agreement is to be a nominal £1 as the value of the land has been taken into consideration by Rooney reducing the purchase price for the property to be leased to Clonard by the estimated value of the land. This should be cleared with the Valuation Agency.

Finally Clonard should ensure that in their purchase agreement from Rooney that they are entitled to appoint a clerk of works who shall have total freedom to inspect the progress of the development at any time. |||



G HARRIS

GH-14-7618

Handwritten marks in the top right corner, possibly initials or a signature.

Paddy

I contacted Seamus O'Prey about the Clonard Residents Assoc-Rooney Bros lease.

The original draft was prepared by Ciaran Steele and sent to CRA solicitor for comment. CRA felt that the lease did not adequately cover the unique situation and made amendments. They returned the modified lease to Ciaran Steele perhaps two months ago. Arthur is under the impression that the lease was returned to CRA over a month ago but in fact it only went back on Monday 24 May.

The CRA have looked at the lease returned by Ciaran Steele and feel that there are substantial changes to the wording. They had not expected this degree of change and are reading into this that Arthur is trying to put one over on them. They are due to meet with their solicitor soon to go over the lease. It may be that while the wording has changed the substance remains as before?

There is obvious mistrust/misunderstanding between the two groups. I am unsure whether to try and overcome this or just concentrate on getting an agreed lease etc that gives each a feeling of legal security which would allow the project to progress and which should give a means of settling future disagreements. The latter option is I feel the better at present but I am concerned that the feeling between the two sides might eventually undermine the project at some point.

Paul Holbrook  
3 June 1999

Can we get some quick  
 & serious guidance from their  
 solicitors on this please? How  
 significant are the differences  
 and can they be accommodated -  
 or will this deal with them we  
 need a lease. A ten year lease  
 I will speak to Arthur again if we  
 pl keep me informed if we  
 can't  
 3/6/99

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**MAKING BELFAST WORK**

Central Office, Tel: 251455  
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Greater West Team  
(Shankill Office), Tel: 333380  
South/East Team, Tel: 240117  
**Greater West Team, Tel: 244535**

8<sup>th</sup> July 1999

**Mr P Drinan  
16 Donegall Square South  
BELFAST  
BT1 5JG**

Dear Pdraigin

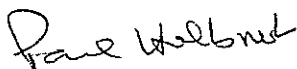
**RE: CLONARD RESIDENTS ASSOCIATION/ROONEY BROTHERS LEASE**

It is hoped that agreement will soon be reached over the details of the lease for the new build project on the Springfield Road. My advice, from the Departments Solicitor, is that the lease would only be signed when the building was substantially complete and when land transfer was taking place and that in the interim period an Agreement for lease (or contract for sale) would be signed by the Residents Association and Rooney Brothers. The actual lease would be appended to the Development Agreement.

Please advise if the process outlined above is appropriate and to your satisfaction. If so could I ask that the Agreement to lease be prepared and forwarded to me so that our solicitor may view it?

It is in the interest of all parties that these outstanding issues are resolved as soon as possible.

Yours sincerely



**Paul Holbrook**

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Our Ref: SOL 2524/98/DOE/GH

Received by Making Belfast  
Inner West

FROM: G HARRIS  
Departmental Solicitor's Office

DATE: 19 July 1999

21 JUL 99

To: Mr Paul Halbrook  
Making Belfast Work  
Greater West Team  
Twin Spires Centre

Initials SA-PTI

**CLONARD RESIDENTS' ASSOCIATION - PEACE AND RECONCILIATION  
URBAN REGENERATION FUNDING**

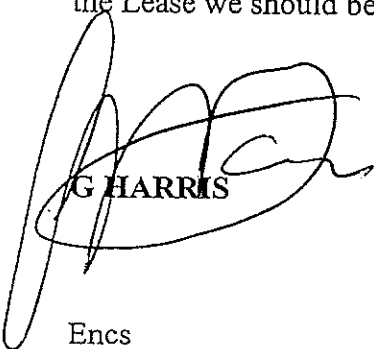
I refer to your minute of 8 July and enclose copy of the development agreement as it was approved by Rooney Brothers on 29 January 1999 also a copy of the draft Lease which I understand has yet to be approved by Clonard.

A number of blanks remain to be filled in on the development agreement such as the details of the construction contract the consideration to be £20,000 and a brief description of the development and its planning approval number. In addition it should probably refer specifically to Rooney Brothers paying the consideration.

The Department's interest in the part of the building to be held by Clonard under Lease from Rooney Brothers is secured in the normal manner by the Department taking a Debenture Mortgage on same. The requirement by Clonard to enter into a Debenture Mortgage with the Department in respect of their leasehold interest is covered in the letter of offer to Clonard.

During the construction period the Department's security is in the fact that it retains the title to the entire development until constructed.

Once Clonard reaches agreement with Rooney Brothers on their contract and on the terms of the Lease we should be able to proceed.

  
G HARRIS

Encs



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12

**C.P.STEELE, LL.B**

Solicitor

177 Victoria Street, Belfast BT1 4PE

Tel No: (01232) 435345

Fax No: (01232) 435346

DX 534 NR Belfast 1

**Our Ref: CPS/JR**

**Your Ref:**

22 July 1999

Mr. Paul Holbrook  
Making Belfast Work  
Greater West Team  
Twin Spires Centre  
155 Northumberland Street  
BELFAST  
BT13 2JF

Received J.P. Steele & Co. Solicitors

21 99

Initials *ws*

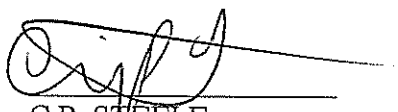
Dear Paul

**re: Clonard Residents Association/Rooney Brothers Lease.**

Thank you for your letter of 8<sup>th</sup> July 1999. I sent to you an Agreement on 29<sup>th</sup> January 1999 which Rooney Brothers had approved and which is between themselves, Clonard Residents and the DOE (NI). I enclose herein the said document which I presume is what you are referring to at paragraph 1 of your letter. If this is indeed correct, could you please forward the same to your Solicitors for their approval.

You will see that there are some blanks but these can be inserted when the document is engrossed.

Yours faithfully,

  
C.P. STEELE.

Encs.

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C

*File* *16*

**MAKING BELFAST WORK**

Central Office, Tel: 251455  
North Team, Tel: 744022  
Greater West Team  
(Shankill Office), Tel: 333380  
South/East Team, Tel: 240117  
**Greater West Team, Tel: 244535**

15<sup>th</sup> September 1999

Mr C P Steele  
177 Victoria Street  
Belfast  
BT1 4PE

Dear Mr Steele

**CLONARD RESIDENTS ASSOCIATION AND ROONEY BROTHERS**

Your letter of 13<sup>th</sup> September 1999 to Paddy Sloan refers.

Thank you for submitting the Development Agreement and I am pleased that it has met with the approval of both Clonard Residents Association and your client. I have passed it to my colleagues in Comprehensive Development Branch, another section of the Belfast Regeneration Office, as landowner with ultimate responsibility for signing and sealing the Agreement for DoE.

However, it cannot be completed until the Contract for Sale (or Agreement for Lease) between CRA and Rooney Brothers and the Lease itself is available as they form an annex to our Development Agreement. I believe these documents will be available to us very shortly and look forward to their receipt.

Yours sincerely

*John Brogan*  
P. **JOHN BROGAN**  
**MBW Greater West Team**

1000  
C

**C.P.STEELE, LL.B**

Solicitor

177 Victoria Street, Belfast BT1 4PE

Tel No: (028) 9043 5345

Fax No: (028) 9043 5346

DX 534 NR Belfast 1

**Our Ref: CPS/JR**

**Your Ref:**

13<sup>th</sup> September 1999

Ms. Patti Sloan  
Making Belfast Work  
Greater West Team  
Twin Spires Centre  
155 Northumberland Street  
BELFAST  
BT13 2JF

Dear Ms. Sloan

**re: Clonard Residents Association & Rooney Brothers.**

I would refer to the above matter and enclose, at the request of Arthur Rooney, Agreement which I had sent to Paul Holbrook on 29<sup>th</sup> January 1999 and again on 15<sup>th</sup> July 1999. This Agreement must be executed by the DOE (NI). It has been approved by Rooney Brothers and, I understand by Clonard Residents.

Yours faithfully,

C.P. Steele  
C.P. STEELE.

Received by Making Belfast Work  
Inner West Team

Encs.

14. SEPT 99

Initials CS

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**C.P.STEELE, LL.B**

Solicitor

177 Victoria Street, Belfast BT1 4PE

Tel No: (028) 9043 5345

Fax No: (028) 9043 5346

DX 534 NR Belfast 1

**Our Ref: CPS/JR**

**Your Ref:**

30<sup>th</sup> September 1999

Mr. John Brogan  
MBW Greater West Team  
Twin Spires Centre  
155 Northumberland Street  
BELFAST  
BT13 2JF

Dear Sir

**re: Clonard Residents Association and Rooney Brothers.**

I refer to the above and enclose herein copy Lease between Rooney Brothers and Clonard Residents Association for your attention.

Yours faithfully,

  
C.P. STEELE.

Received by Making Belfast Work  
Inner West Team

Encs.

01. OCT 99

  
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**C.P.STEELE, LL.B**

Solicitor

177 Victoria Street, Belfast BT1 4PE

Tel No: (028) 9043 5345

Fax No: (028) 9043 5346

DX 534 NR Belfast 1

Our Ref: CPS/JR

Your Ref:

17<sup>th</sup> September 1999

Received by Making Belfast Work  
Inner West Team

17 SEP 99

Mr. John Brogan  
MBW Greater West Team  
Twin Spires Centre  
155 Northumberland Street  
BELFAST  
BT13 2JF

Initials 

Dear Mr. Brogan

re: Clonard Residents Association and Rooney Brothers.

Thank you for your letter of 15<sup>th</sup> September 1999.

Agreement for Lease and the Lease and Counterpart itself have been made available to the Solicitor acting on behalf of Clonard Residents. For your attention I enclose herein copies of same.

Yours faithfully,

  
C.P. STEELE

Encs.

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**AGREEMENT FOR LEASE**

**AN AGREEMENT** made the                    day of                    One thousand nine hundred and ninety nine BETWEEN ARTHUR ROONEY and ANTHONY ROONEY t/a Rooney Brothers having their registered office at 454/458 Donegal Road Belfast (hereinafter called "the Lessors") of the one part and CLONARD RESIDENTS ASSOCIATION having its registered office at Kashmir Road, Belfast (hereinafter called "the Lessee") of the other part.

**WHEREBY** it is agreed as follows:-

1. The Lessors shall grant and the Lessee shall take a Lease (hereinafter called "the Lease") of the shop units on the first floor of the Lessors' building which is to be erected at                    Springfield Road, Belfast for the term of nine hundred and ninety nine (999) years commencing on the date of completion subject to the yearly rent of £                    the Lease to be in the form of the draft Lease annexed hereto.
2. The date of commencement of the Lease shall be the date of practical completion specified in the Building Contract JCT 80 dated                    made between the Lessors and the Lessees
3. The capital value of the Lease shall be £                    (                    pounds) payable on commencement date.
4. On the date of practical completion or as soon as practicable thereafter the parties to the Lease shall execute the Lease and two Counterparts and the Lessee shall stamp and register the Lease and Counterparts and deliver a Counterpart to the Lessors' Solicitor thereafter.

**SIGNED SEALED and DELIVERED**

by the said ARTHUR ROONEY and ANTHONY ROONEY in the presence of:

**PRESENT** when the Common Seal of **CLONARD RESIDENTS ASSOCIATION** was affixed hereto:



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1999

**ARTHUR ROONEY & ANTHONY ROONEY**  
t/a **ROONEY BROTHERS**  
(Lessors)

-and-

**CLONARD RESIDENTS ASSOCIATION**  
(Lessee)

**LEASE**

**C.P. Steele LL.B**  
Solicitor  
177 Victoria Street  
**BELFAST**  
BT1 4PE



**THIS INDENTURE** made the                      day of                      One thousand nine hundred and ninety nine

**1. PARTICULARS**

**1.1.1 THE LESSORS**

ARTHUR ROONEY and ANTHONY ROONEY t/a ROONEY BROTHERS having their registered office at 454/458 Donegall Road Belfast.

**1.1.2 THE LESSEE**

CLONARD RESIDENTS ASSOCIATION having its registered office at Kashmir Road Belfast

**1.2 THE BUILDING**

ALL THAT the building of the Lessors at                      Springfield Road Belfast shown for the purposes of identification only edged with a blue line on the Plan A attached.

**1.3 THE PREMISES**

All that part of the Building more particularly defined in the First Schedule together with the right of way comprised in the Second Schedule hereto.

**1.4 THE TERM**

999 years from and including the                      day of                      1999.

**1.5 PERMITTED USER**

Use of the Premises is for any purpose provided for by the Articles of Association of Clonard Residents Association and as specifically agreed with the Lessors. Such consent to use shall not be unreasonably withheld by the Lessors. The use of the Premises shall be regulated by the above and such other provisions as hereinafter appear which are designed to protect and ensure the safety and enjoyment of the Lessors and their tenants who occupy the remainder of the building.

**1.6 SERVICE CHARGE**

The charge payable by the Lessee under Clause 5.13.

**1.7 INSURANCE RENT PERCENTAGE**

Such reasonable sum as is fairly and properly deemed attributable to the Premises by the Lessor's Insurers.

**2. DEFINITIONS**

2.1 For all purposes of this Lease the terms defined in Clauses 1 and 2 have the meanings specified therein and hereinafter specified.

2.2 'Interest' means interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at the Interest Rate then prevailing or should the base rate cease to exist such other rate of interest as is most likely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a Chartered Accountant acting as expert and not as arbitrator appointed by the President for the time being of the Law Society of Northern Ireland on the application of either party if not agreed.

2.3 'Pipes' means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fittings louvres cowls and any other ancillary apparatus.



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- 2.4 'The Plan' means the plan annexed to this Lease.
- 2 'Insurance Cost' means the reasonable and proper sums that the Lessors shall from time to time pay by way of premium for insuring the Building.
- 2.5.1 the Insurance Rent percentage of the Insurance Cost, and
- 2.5.2 all or any increase in premium payable by reason of and attributable to any act or omission of the Lessee.
- 2.6 'Insured Risks' means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood and such other risks normally insured against in a comprehensive property owners insurance policy in Northern Ireland bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and such other risks as the Lessor from time to time in its discretion may reasonably think fit to insure against.

### 3. INTERPRETATION

- 3.1 The expressions 'the Lessors' and 'the Lessee' wherever the context so admits shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Lessee's successors in title respectively and any reference to a superior Lessor includes the Lessors' immediate reversioner (and any superior Lessor) at any time.
- 3.2 Where the Lessors and Lessee for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such person jointly and severally.
- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 3.4 References to 'the Premises' in the absence of any provision to the contrary include any part of the Premises.
- 3.5 References to any right of the Lessors to have access to the Premises shall be construed as extending to any superior Lessor and any mortgagee of the Premises and to all persons authorised by the Lessors and any superior Lessor or mortgagee (including agents professional advisers contractors workmen and others).
- 3.6 Any covenant by the Lessee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.
- 3.7 Any provisions in the Lease referring to the consent or approval of the Lessors shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior Lessor where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior Lessor not unreasonably to refuse any such consent or approval.
- 3.8 Reference to 'consent of the Lessors' or words to similar effect mean a consent in writing signed by or on behalf of the Lessors and to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Lessors.
- 3.9 Any references to a specific statute or order include any statutory extension or modification amendment or re-enactment of such statute or order and any regulations or orders made under

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such statute or order and any general reference to 'statute' or 'statutes' 'order' or 'orders' includes any regulations or orders made under such statute or statutes order or orders.

3. References in the Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered.

3.11 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation.

#### **4. DEMISE**

WITNESSETH that in consideration of the covenants on the Lessee's part and conditions hereinafter contained the Lessors hereby demise unto the Lessee the Premises TOGETHER with the rights specified in the Second Schedule but EXCEPTING AND RESERVING unto the Lessors the rights specified in the Third Schedule TO HOLD the Premises unto the Lessee from the            day of            One thousand nine hundred and ninety nine for the Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING therefor unto the Lessors:

#### **5. THE LESSEE'S COVENANTS**

The Lessee covenants with the Lessors:

##### **5.1 OUTGOINGS AND VAT**

To pay and to indemnify the Lessors against:

5.1.1 All rates taxes assessments duties charges impositions and outgoing which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Lessors occasioned by receipt of the rents or by any disposition of dealing with or ownership of any interest reversionary to the interest created by this Lease.

5.1.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Lessors where the Lessee agrees in this Lease to reimburse the Lessors for such payment.

##### **5.2 REPAIR AND CLEANING**

5.2.1 To repair the interior of the Premises and to keep it in repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any negligent act or wilful default of the Lessee and excepting damage whereby compensation for same is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force.

5.2.2 To clean the interior of the Premises and keep it in a clean neat and tidy condition.

##### **5.3 DECORATION**

From time to time whenever considered necessary or desirable by the Lessee to redecorate the interior of the Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Lessors.

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5.4 **ACCESS OF LESSOR AND NOTICE OF REPAIR**

- 5.4 To permit the Lessors after giving reasonable prior notice to the Lessee (except in case of emergency)
- 5.4.1.1 To enter upon the Premises for the purpose of ascertaining that the covenants and conditions of the Lease have been observed and performed.
- 5.4.1.2 To view (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises and
- 5.4.1.3 To give to the Lessee (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or decoration that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee immediately to execute the same including the making good of such opening up (if any).

Provided that any such opening-up shall be made good by and at the cost of the Lessors where such opening-up reveals no breaches of the terms of this Lease.

- 5.4.2 Immediately to repair cleanse maintain and decorate the Premises as required by such notice.
- 5.4.3 If within one month of the service of such notice the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 3 months or if in the Lessors' reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessors to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all reasonable and proper expenses incurred by the Lessors (including reasonable legal costs and reasonable surveyor's fees) within 14 days of a written demand and in default of payment within such period to pay interest at the Interest Rate from the date of demand to the date of actual payment.

5.5 **NUISANCE USER ETC.**

- 5.5.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Lessor or its tenants or the owners or occupiers of adjacent or neighbouring Premises.
- 5.5.2 Not without the consent of the Lessors such consent not to be unreasonable withheld or delayed to use the Premises for any purpose other than the Permitted User provided that the Lessors shall not be entitled to any fine or premium as a condition of giving consent to any change of use.
- 5.5.3 Not to discharge into any of the pipes serving the Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or the Building.
- 5.5.4 Not to store or allow to be stored on the Premises or any part thereof any dangerous and/or especially combustible materials without having first complied with all statutory requirements and obligations in relation to the storage of such materials.
- 5.5.5 Not to obstruct or block or permit to be obstructed or blocked the right of way referred to in the Second Schedule hereto.
- 5.5.6 The Premises comprised in the Lease form part of the larger premises owned by the Lessors which said premises are being used principally to provide residential accommodation and the Lessee agrees that it will not do, or that it will refrain from doing, any act or thing or carrying on



any activity which can be reasonably construed by the Lessor as inconsistent with the general use and enjoyment of the remainder of the Premises for the purpose of accommodation as aforesaid.

#### **5.6 PLANS, DOCUMENTS AND INFORMATION**

If called upon to do so to produce to the Lessors all plans documents and other evidence as the Lessors may reasonably require in order to satisfy themselves that the provisions of this Lease have been complied with.

#### **5.7 YIELD UP**

At the expiration or sooner determination of the Term to yield up the Premises in accordance with the terms of this Lease.

#### **5.8 STATUTORY NOTICES ETC.**

To give full particulars to the Lessors of any notice direction order or proposal for the Premises made given or issued to the Lessee by any governmental statutory local or public authority within 7 days of receipt and if so required by the Lessee to produce it to the Lessors and without delay to take all necessary steps to comply with the notice direction or order and at the request and cost of the Lessors to make or join with the Lessors in making such objection or representation against or in respect of any notice direction order or proposal as the Lessors shall deem expedient.

#### **5.9 KEYHOLDERS**

To ensure that at all times the Lessors have and the RUC have written notice of the name, home address and home telephone number of at least 2 keyholders of the Premises.

#### **5.10 LESSORS' RIGHTS**

To permit the Lessors at all times during the Term to exercise without interruptions or interference any of the rights granted to it by virtue of the provisions of this Lease.

#### **5.11 SECURITY**

5.11.1 To take all steps and to comply with all requirements which may be reasonable or necessary for the security and safeguarding of the Premises or the Building.

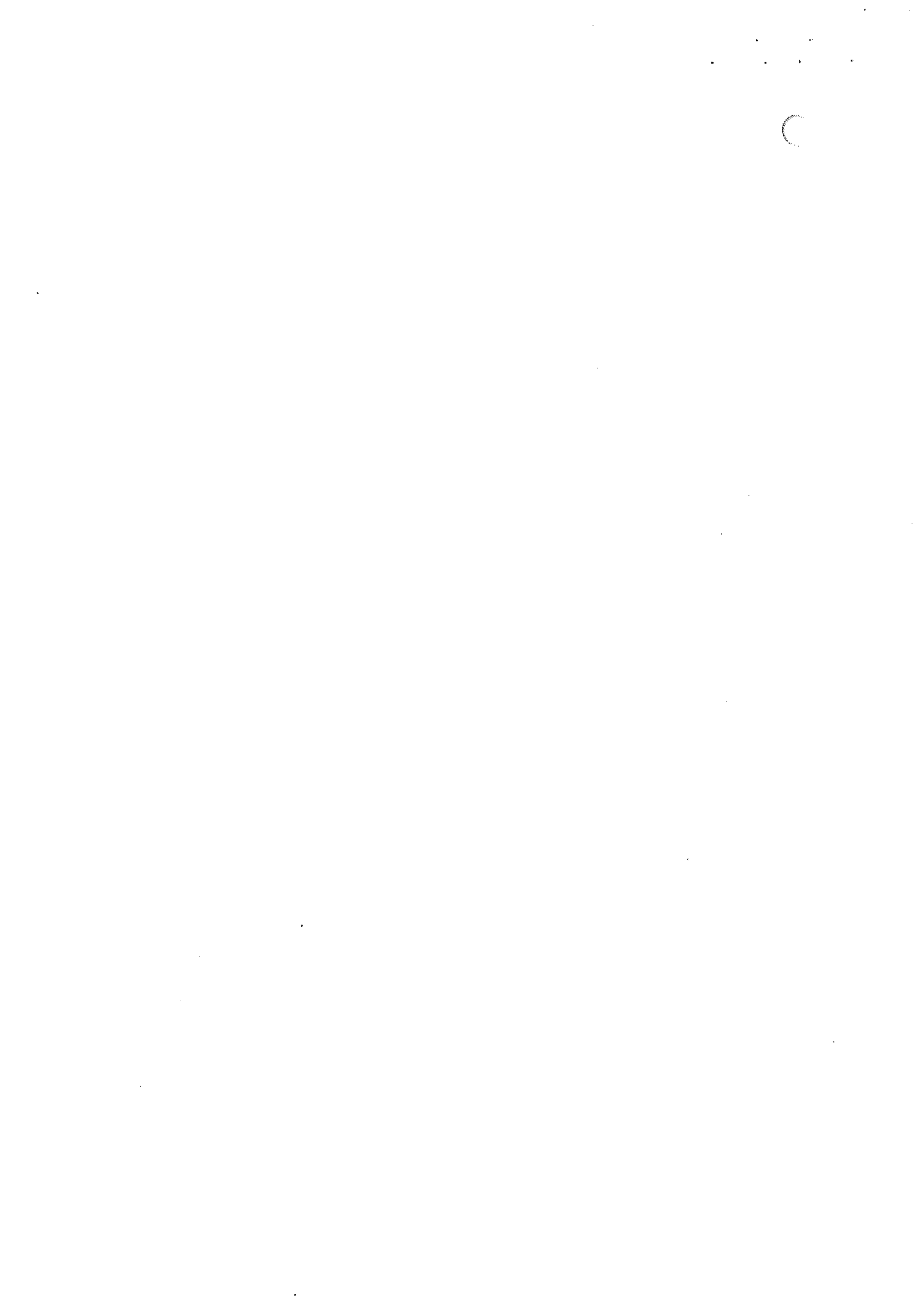
5.11.2 If the Premises are destroyed or damaged in any manner whatsoever to give notice to the Lessors as soon as such destruction or damage shall have occurred.

#### **5.12 TO TAKE PRECAUTIONS**

5.12.1 To take all reasonable precautions against frost damage to the pipes in on under or over and serving the Premises.

5.12.2 To take all reasonable care and precautions to avoid water damage to any other part of the Building by reason of bursting or overflowing of any pipe or water apparatus in and serving the Premises.





### 5.13 SERVICE CHARGE

The Lessor shall from the date of this document and for a period of ten years thereafter be responsible for the maintenance, repair and upkeep of the exterior fabric of the entire building. Thereafter the Lessees shall be responsible for a contribution to the cost of the maintenance, repair and upkeep of the said exterior fabric of the building and of any areas in common usage. The amount of that contribution shall be agreed between the parties and failing such agreement the matter shall be referred to arbitration. The Lessees shall at all times be solely responsible for the maintenance, upkeep and repair of the interior of the building which they occupy.

5.14 Not to assign sub-let or otherwise part with possession of the Premises without the prior written consent of the Lessors such consent not to be unreasonably withheld or delayed.

## 6. THE LESSORS' COVENANTS

The Lessors covenant with the Lessee:

### 6.1 QUIET ENJOYMENT

To permit the Lessee peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Lessors or any person claiming under or in trust for the Lessors.

### 6.2 PERFORM SERVICES

6.2.1 To repair and keep in good order repair and condition the Building and every part thereof (repairs for which the Lessee is responsible under the terms of this Lease alone expected).

#### CLEANING

6.2.2 To clean and keep in a clean and neat and tidy condition the Building and remainder of the site on which the Building is situate except such parts as the Lessee is responsible to clean and keep neat and tidy under the terms of this Lease.

#### DECORATION

6.2.3 From time to time whenever necessary or desirable for the general appearance of the Building to redecorate the Building (except such parts as the Lessee is liable to decorate under the terms of this Lease) with appropriate materials of good quality to the reasonable satisfaction of the Lessee.

### 6.3 LESSEES RIGHTS

To permit the Lessee at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease.

### 6.4 SECURITY

6.4.1 To take all necessary and reasonable steps for the security and safeguarding of the Building except such as ought under the Lessee's covenant in that behalf to be undertaken by the Lessee.

6.4.2 If any part of the Building other than the Premises is destroyed or damaged in any manner whatsoever to give notice to the Lessee as soon as the destruction or damage shall have occurred.



**6.5 TO TAKE PRECAUTIONS**

6.5 To take all reasonable precautions against frost damage to the pipes in or under or over any part of the Building not comprised in the Premises or in or under or over, but not serving the Premises.

6.5.2 To take all reasonable care and precaution to avoid water damage to the Premises or any part of the Premises by reason of bursting or overflowing of any pipe or water apparatus in any other parts of the Building or in or under or over, but not serving the Premises.

**6.6 FLOOD LOADING**

Not to bring or permit to remain upon any other parts of the Building any machinery goods or other vehicles which shall or may strain or damage the Premises.

**6.7 ACCESS OF LESSEE AND NOTICE TO REPAIR CLEAN DECORATE ETC.**

6.7.1 To permit the Lessee

6.7.1.1 To enter the other parts of the Building accompanied by its surveyors engineers and other professional advisers to conduct such tests upon and make such examination of the Building and its structure as shall in all the circumstances be reasonable including opening up floors and other parts of the Building where such opening up is required in order to carry out a property examination.

6.7.1.2 To give to the Lessor a notice specifying any repairs rebuilding cleansing redecoration and other works that the Lessors have failed to carry out in breach of the terms of this Lease and to request the Lessors immediately to execute the same including the making good of such opening up (if any) provided that any such opening up shall be made good by and at the cost of the Lessee where such opening up reveals no breaches by the Lessors of the terms of this Lease.

6.7.2 Immediately to carry out such repairs rebuilding cleansing decoration and other works to the Building as are required by such notice.

6.7.3 If within one month of the service of such notice the Lessors shall not have commenced and be proceeding diligently with the execution of the works referred to in the notice or shall fail to complete the works within 3 months or if in the Lessee's reasonable opinion the Lessors are unlikely to have completed the works within such period to permit the Lessee to carry out the works and to enter the other parts of the Building as may be necessary to comply with the notice and to pay to the Lessee the cost of so doing.

**6.8 INSURANCE**

The Lessors shall insure and keep insured the building at Springfield Road, Belfast described at paragraph 1.2.

**7. PROVISOS**

**7.1 RE-ENTRY**

If and whenever during the Term:

7.1.1 There is a breach by the Lessee of any covenant or other term of this Lease or any documents expressed to be supplemental to this Lease.



The Lessors may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights of remedies which may have accrued to the Lessors against the Lessee in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made).

## 7.2 EFFECT OF WAIVER

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessors shall have waived or released temporarily or permanently revocable or irrevocable a similar covenant or similar covenants affecting any other part of the Building .

7.3 Either party shall be entitled at any time but not more often than once in any period of twelve months to call for a revision of the Insurance Rent Percentage by service of notice in writing on the other part and in the event of the parties failing to reach agreement, the amount of the Insurance Rent Percentage shall be determined by an expert appointed by the President for the time being of the Northern Ireland Law Society or some other person appointed by him if not agreed between the parties and such expert shall determine the Insurance Rent Percentage on the basis of what is fair and reasonable in all the circumstances taking into consideration the rights and obligations of the parties under this Lease.

7.4 In case the Premises or any part thereof or the access thereto shall be destroyed or so damaged by any of the Insured Risks or by any event for which compensation is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force as to be unfit for occupation or use the Rent and the Service Charge and the Insurance Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained (unless the damage or destruction concerned is due to the negligence or wilful default of the Lessee) shall be suspended and case to be payable until the Premises and/or the access thereto as the case may be shall have been rebuilt or reinstated to be made fit for occupation and use. .

8. The Lessor covenants with the Lessee not to use the Lessors premises for any illegal or immoral purpose.

IN WITNESS of which the deed has been executed the day and year first above WRITTEN.

## FIRST SCHEDULE

### THE PREMISES

All that portion of the first floor of the Building at Springfield Road Belfast aforesaid shown for the purposes of identification only edged red on the Plan B attached comprising the shop units on the ground floor of the Building excluding all structural members thereof but including.

1. The paint paper and other decorative finishes applied to the interior surface of exterior walls, and
2. The floor finishes so that the lower limit of the Premises shall include such finishes but shall not extend to anything below them, and
3. The ceiling finishes so that the upper limit of the Premises shall include such finishes but shall not extend to anything above them, and
4. All additions and improvements to the Premises.



5. All pipes that or in or on and that exclusively serve the Premises.

## SECOND SCHEDULE

### RIGHTS GRANTED

1. **PIPES**

The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage electricity telephone and other services or supplies to and from the Premises in and through the pipes that now serve the Premises presently laid in or under or over other parts of the Building (in common with the Lessor and all other persons having a like right).

2. **SUPPORT**

The right of support and protection for the benefit of the Premises as is now enjoyed from all other parts of the Building.

3. **ACCESS**

- 3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building.

- 3.1.1 To inspect the condition and the state of repair of those parts of the Building which the Lessor has covenanted with the Lessee to maintain and repair.

- 3.1.2 To view the state and condition of and repair and maintain the Premises where such viewing or work would not otherwise be reasonably practicable.

- 3.1.3 To carry out repairs decorations or any other works to the Premises where such work cannot be conveniently carried out without entering other parts of the Building.

- 3.1.4 To exercise any of the rights granted to the Lessee by this Lease.

- 3.2 Provided that if through the exercise of these rights the Lessee interferes with the use and enjoyment of the other parts of the Building causing loss to the Lessors or their tenants the Lessee shall compensate the Lessors fully for such loss.

- 3.3. The right of way at all times for the Lessee its tenants and Licensees on foot only to pass and re-pass over and along the areas hatched green on the Plan B attached for business purposes in connection with the Premises.

## THIRD SCHEDULE

### RIGHTS RESERVED

1. **USE OF PIPES**

The right to the free and uninterrupted passage and running of water sewage electricity telephone and other services or supplies from and to other parts of the Building in and through the pipes which now are or may during the Term be in under or over the Premises.

2. **CONSTRUCTION OF PIPES**





The right to construct and to maintain in or under the Premises at any time during the Term any pipes for the benefit of any other part of the Building.

**3. ACCESS**

3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building.

3.1.1 To inspect the condition and the state of repair of the Premises.

3.1.2 To inspect cleanse connect to repair remove replace with others alter or execute any works whatever to or in connection with the pipes easements or services referred to in paragraphs 1 and 2 of this Schedule.

3.1.3 To view the state and condition of and repair and maintain the Building where such viewing or work would not otherwise be reasonably practicable.

3.1.4 To carry out work or to anything whatever comprised within the Lessors' obligations in this Lease.

3.1.5 To carry out repairs decorations or any other works to other parts in the Building where such work cannot be conveniently carried out without entering the Premises.

3.1.6 To exercise any of the rights granted to the Lessors by this Lease.

3.2 Provided that if through the exercise of these rights the Lessors interfere with the use and enjoyment of the Premises or by the Lessee or its tenants or undertenants or any of them causing loss to the Lessee or such tenants or undertenants the Lessors shall compensate the Lessee and such tenants or undertenants fully for such loss.

**4. SUPPORT PROTECTION ETC.**

The rights of light air support protection shelter and all other easements and rights now or after the date of this Lease belonging to or enjoyed by other parts of the Building.

**5. SCAFFOLDING**

The right to erect scaffolding for the purposes of repairing cleaning or decorating the exterior of the Building notwithstanding that such scaffolding may temporarily interfere with the access to or enjoyment and use the Premises provided that such interference is for the minimum reasonable period and that access to the Premises is not significantly affected thereby.



SEEN SEALED and DELIVERED  
by the said ARTHUR ROONEY and  
ANTHONY ROONEY in the presence of:

*Craig P. White*  
Solicitor  
Belfast

*Arthur Rooney*  
*Anthony Rooney*

PRESENT when the Common Seal of  
CLONARD RESIDENTS ASSOCIATION  
was affixed hereto:

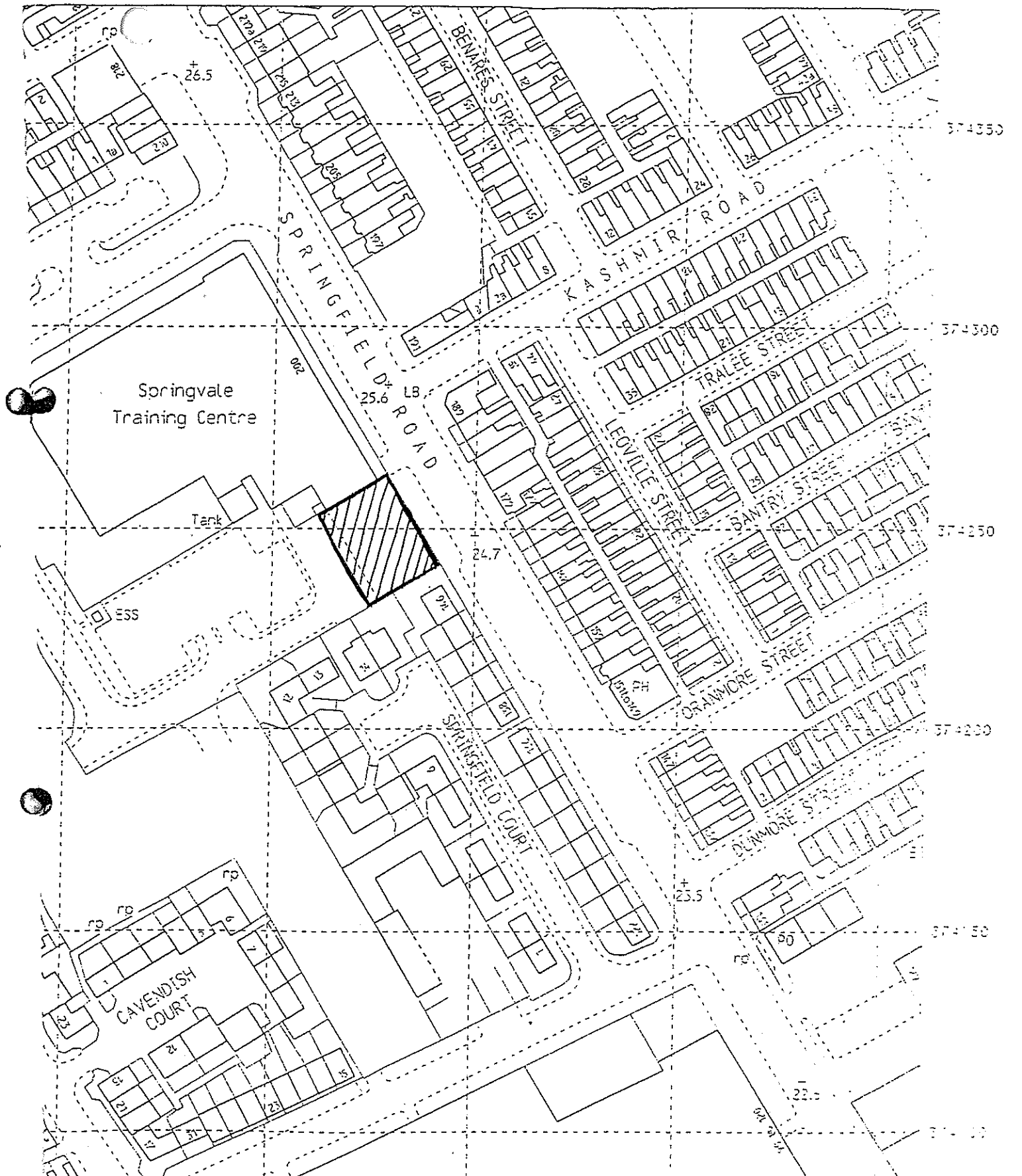
*Mrs. Anne Mc Gray*

*Mrs. Margaret Johnston*



SPRINGFIELD ROAD  
LFAS 17 BT 12 7 DO

surveys.  
IG 33189  
129-16 SE 2  
57-3742300  
8-AUG-98



client ROONEY BROS. & CLONARD RESID. ASSOC  
project RETAIL & OFFICE DEVELOP. 148-158 SP. RD.  
title LOCATION MAP.

date 07-98 scale 1:1250  
drwn. by GO exp. by  
or no 97-410 F.I.O. R.I.



**THIS INDENTURE** made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and ninety nine

**1. PARTICULARS**

**1.1.1 THE LESSORS**

ARTHUR ROONEY and ANTHONY ROONEY t/a ROONEY BROTHERS having their registered office at 454/458 Donegall Road Belfast.

**1.1.2 THE LESSEE**

CLONARD RESIDENTS ASSOCIATION having its registered office at

**1.2 THE BUILDING**

ALL THAT the building of the Lessors at \_\_\_\_\_ Springfield Road Belfast shown for the purposes of identification only edged with a blue line on the Plan A attached.

**1.3 THE PREMISES**

All that part of the Building more particularly defined in the First Schedule together with the right of way comprised in the Second Schedule hereto.

**1.4 THE TERM**

999 years from and including the \_\_\_\_\_ day of \_\_\_\_\_ 1999.

**1.5 INTEREST RATE**

2% per year above the base lending rate of Northern Bank Limited or such other bank as the Lessors may from time to time nominate in writing.

**1.6. PERMITTED USER**

Use of the Premises is for any purpose provided for by the Articles of Association of Clonard Residents Association and as specifically agreed with the Lessors. Such consent to use shall not be unreasonably withheld by the Lessors. The use of the Premises shall be regulated by the above and such other provisions as hereinafter appear which are designed to protect and ensure the safety and enjoyment of the Lessors and their tenants who occupy the remainder of the building.

**1.7 SERVICE CHARGE**

The charge payable by the Lessee under Clause 5.14.

**1.8 INSURANCE RENT PERCENTAGE**

Such reasonable sum as is fairly and properly deemed attributable to the Premises by the Lessor's Insurers.

**2. DEFINITIONS**

2.1 For all purposes of this Lease the terms defined in Clauses 1 and 2 have the meanings specified therein and hereinafter specified.

2.2 'Interest' means interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at the Interest Rate then prevailing or should the base rate referred to in Clause 1.5 cease to exist such other rate of interest as is most likely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a Chartered Accountant acting as expert and not as arbitrator



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appointed by the President for the time being of the Law Society of Northern Ireland on the application of either party if not agreed.

2.3 **'Pipes'** means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fittings louvres cowls and any other ancillary apparatus.

2.4 **'The Plan'** means the plan annexed to this Lease.

2.5 **'Insurance Cost'** means the reasonable and proper sums that the Lessors shall from time to time pay by way of premium for insuring the Building.

2.5.1 the Insurance Rent percentage of the Insurance Cost, and

2.5.2 all or any increase in premium payable by reason of and attributable to any act or omission of the Lessee.

2.6 **'Insured Risks'** means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood and such other risks normally insured against in a comprehensive property owners insurance policy in Northern Ireland bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and such other risks as the Lessor from time to time in its discretion may reasonably think fit to insure against.

### 3. INTERPRETATION

3.1 The expressions 'the Lessors' and 'the Lessee' wherever the context so admits shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Lessee's successors in title respectively and any reference to a superior Lessor includes the Lessors' immediate reversioner (and any superior Lessor) at any time.

3.2 Where the Lessors and Lessee for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such person jointly and severally.

3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

3.4 References to 'the Premises' in the absence of any provision to the contrary include any part of the Premises.

3.5 References to any right of the Lessors to have access to the Premises shall be construed as extending to any superior Lessor and any mortgagee of the Premises and to all persons authorised by the Lessors and any superior Lessor or mortgagee (including agents professional advisers contractors workmen and others).

3.6 Any covenant by the Lessee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3.7 Any provisions in the Lease referring to the consent or approval of the Lessors shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior Lessor where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior Lessor not unreasonably to refuse any such consent or approval.



- 3.8 Reference to 'consent of the Lessors' or words to similar effect mean a consent in writing signed by or on behalf of the Lessors and to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Lessors.
- 3.9 Any references to a specific statute or order include any statutory extension or modification amendment or re-enactment of such statute or order and any regulations or orders made under such statute or order and any general reference to 'statute' or 'statutes' 'order' or 'orders' includes any regulations or orders made under such statute or statutes order or orders.
- 3.10 References in the Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered.
- 3.11 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation.

#### **4. DEMISE**

WITNESSETH that in consideration of the covenants on the Lessee's part and conditions hereinafter contained the Lessors hereby demise unto the Lessee the Premises TOGETHER with the rights specified in the Second Schedule but EXCEPTING AND RESERVING unto the Lessors the rights specified in the Third Schedule TO HOLD the Premises unto the Lessee from the            day of            One thousand nine hundred and ninety nine for the Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING therefor unto the Lessors:

#### **5. THE LESSEE'S COVENANTS**

The Lessee covenants with the Lessors:

##### **5.1 OUTGOINGS AND VAT**

To pay and to indemnify the Lessors against:

- 5.1.1 All rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Lessors occasioned by receipt of the rents or by any disposition of dealing with or ownership of any interest reversionary to the interest created by this Lease.
- 5.1.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Lessors where the Lessee agrees in this Lease to reimburse the Lessors for such payment.

##### **5.2 INSURANCE**

- 5.2.1 To pay the Insurance Rent on the date of this Lease for the period from and including the date of commencement of the Term to the day before the next policy renewal date and subsequently to pay the Insurance Rent on demand and (if so demanded) in advance not earlier than 14 days prior to the policy renewal date.
- 5.2.2 Not to do or omit anything to be done that would cause any policy or insurance on or in relation to the Building to become void or voidable wholly or in part nor (unless the Lessee shall have

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previously notified the Lessors and agreed to pay the increased premium) anything by which additional insurance premiums may become payable.

- 5.2.3 To carry out the reasonable requirements of the Lessors' insurers so far as they relate to the Premises.

### 5.3 REPAIR AND CLEANING

- 5.3.1 To repair the interior of the Premises and to keep it in repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any negligent act or wilful default of the Lessee and excepting damage whereby compensation for same is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force.

- 5.3.2 To clean the interior of the Premises and keep it in a clean neat and tidy condition.

### 5.4 DECORATION

From time to time whenever considered necessary or desirable by the Lessee to redecorate the interior of the Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Lessors.

### 5.5 ACCESS OF LESSOR AND NOTICE OF REPAIR

- 5.5.1 To permit the Lessors after giving reasonable prior notice to the Lessee (except in case of emergency)
- 5.5.1.1 To enter upon the Premises for the purpose of ascertaining that the covenants and conditions of the Lease have been observed and performed.
- 5.5.1.2 To view (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises and
- 5.5.1.3 To give to the Lessee (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or decoration that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee immediately to execute the same including the making good of such opening up (if any).

Provided that any such opening-up shall be made good by and at the cost of the Lessors where such opening-up reveals no breaches of the terms of this Lease.

- 5.5.2 Immediately to repair cleanse maintain and decorate the Premises as required by such notice.
- 5.5.3 If within one month of the service of such notice the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 3 months or if in the Lessors' reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessors to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all reasonable and proper expenses incurred by the Lessors (including reasonable legal costs and reasonable surveyor's fees) within 14 days of a written demand and in default of payment within such period to pay interest at the Interest Rate from the date of demand to the date of actual payment.

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**5.6 NUISANCE USER ETC.**

- 5.6.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Lessor or its tenants or the owners or occupiers of adjacent or neighbouring Premises.
- 5.6.2 Not without the consent of the Lessors such consent not to be unreasonable withheld or delayed to use the Premises for any purpose other than the Permitted User provided that the Lessors shall not be entitled to any fine or premium as a condition of giving consent to any change of use.
- 5.6.3 Not to discharge into any of the pipes serving the Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or the Building.
- 5.6.4 Not to store or allow to be stored on the Premises or any part thereof any dangerous and/or especially combustible materials without having first complied with all statutory requirements and obligations in relation to the storage of such materials.
- 5.6.5 Not to obstruct or block or permit to be obstructed or blocked the right of way referred to in the Second Schedule hereto.
- 5.6.6 The Premises comprised in the Lease form part of the larger premises owned by the Lessors which said premises are being used principally to provide residential accommodation and the Lessee agrees that it will not do, or that it will refrain from doing, any act or thing or carrying on any activity which can be reasonably construed by the Lessor as inconsistent with the general use and enjoyment of the remainder of the Premises for the purpose of accommodation as aforesaid.

**5.7 PLANS, DOCUMENTS AND INFORMATION**

If called upon to do so to produce to the Lessors all plans documents and other evidence as the Lessors may reasonably require in order to satisfy themselves that the provisions of this Lease have been complied with.

**5.8 YIELD UP**

At the expiration or sooner determination of the Term to yield up the Premises in accordance with the terms of this Lease.

**5.9 STATUTORY NOTICES ETC.**

To give full particulars to the Lessors of any notice direction order or proposal for the Premises made given or issued to the Lessee by any governmental statutory local or public authority within 7 days of receipt and if so required by the Lessee to produce it to the Lessors and without delay to take all necessary steps to comply with the notice direction or order and at the request and cost of the Lessors to make or join with the Lessors in making such objection or representation against or in respect of any notice direction order or proposal as the Lessors shall deem expedient.



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**5.10 KEYHOLDERS**

To ensure that at all times the Lessors have and the RUC have written notice of the name, home address and home telephone number of at least 2 keyholders of the Premises.

**5.11 LESSORS' RIGHTS**

To permit the Lessors at all times during the Term to exercise without interruptions or interference any of the rights granted to it by virtue of the provisions of this Lease.

**5.12 SECURITY**

5.12.1 To take all steps and to comply with all requirements which may be reasonable or necessary for the security and safeguarding of the Premises or the Building.

5.12.2 If the Premises are destroyed or damaged in any manner whatsoever to give notice to the Lessors as soon as such destruction or damage shall have occurred.

**5.13 TO TAKE PRECAUTIONS**

5.13.1 To take all reasonable precautions against frost damage to the pipes in on under or over and serving the Premises.

5.13.2 To take all reasonable care and precautions to avoid water damage to any other part of the Building by reason of bursting or overflowing of any pipe or water apparatus in and serving the Premises.

**5.14 SERVICE CHARGE**

The Lessor shall from the date of this document and for a period of ten years thereafter be responsible for the maintenance, repair and upkeep of the exterior fabric of the entire building. Thereafter the Lessees shall be responsible for a contribution to the cost of the maintenance, repair and upkeep of the said exterior fabric of the building and of any areas in common usage. The amount of that contribution shall be agreed between the parties and failing such agreement the matter shall be referred to arbitration. The Lessees shall at all times be solely responsible for the maintenance, upkeep and repair of the interior of the building which they occupy.

5.15 Not to assign sub-let or otherwise part with possession of the Premises without the prior written consent of the Lessors such consent not to be unreasonably withheld or delayed.

**6. THE LESSORS' COVENANTS**

The Lessors covenant with the Lessee:

**6.1 QUIET ENJOYMENT**

To permit the Lessee peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Lessors or any person claiming under or in trust for the Lessors.

**6.2 PERFORM SERVICES**

6.2.1 To repair and keep in good order repair and condition the Building and every part thereof (repairs for which the Lessee is responsible under the terms of this Lease alone expected).

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## **CLEANING**

- 6.2.2 To clean and keep in a clean and neat and tidy condition the Building and remainder of the site on which the Building is situate except such parts as the Lessee is responsible to clean and keep neat and tidy under the terms of this Lease.

## **DECORATION**

- 6.2.3 From time to time whenever necessary or desirable for the general appearance of the Building to redecorate the Building (except such parts as the Lessee is liable to decorate under the terms of this Lease) with appropriate materials of good quality to the reasonable satisfaction of the Lessee.

## **6.3 LESSEES RIGHTS**

To permit the Lessee at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease.

## **6.4 SECURITY**

- 6.4.1 To take all necessary and reasonable steps for the security and safeguarding of the Building except such as ought under the Lessee's covenant in that behalf to be undertaken by the Lessee.
- 6.4.2 If any part of the Building other than the Premises is destroyed or damaged in any manner whatsoever to give notice to the Lessee as soon as the destruction or damage shall have occurred.

## **6.5 TO TAKE PRECAUTIONS**

- 6.5.1 To take all reasonable precautions against frost damage to the pipes in or under or over any part of the Building not comprised in the Premises or in or under or over, but not serving the Premises.
- 6.5.2 To take all reasonable care and precaution to avoid water damage to the Premises or any part of the Premises by reason of bursting or overflowing of any pipe or water apparatus in any other parts of the Building or in or under or over, but not serving the Premises.

## **6.6 FLOOD LOADING**

Not to bring or permit to remain upon any other parts of the Building any machinery goods or other vehicles which shall or may strain or damage the Premises.

## **6.7 ACCESS OF LESSEE AND NOTICE TO REPAIR CLEAN DECORATE ETC.**

- 6.7.1 To permit the Lessee
- 6.7.1.1 To enter the other parts of the Building accompanied by its surveyors engineers and other professional advisers to conduct such tests upon and make such examination of the Building and its structure as shall in all the circumstances be reasonable including opening up floors and other parts of the Building where such opening up is required in order to carry out a property examination.
- 6.7.1.2 To give to the Lessor a notice specifying any repairs rebuilding cleansing redecoration and other works that the Lessors have failed to carry out in breach of the terms of this Lease and to request the Lessors immediately to execute the same including the making good of such opening up (if

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any) provided that any such opening up shall be made good by and at the cost of the Lessee where such opening up reveals no breaches by the Lessors of the terms of this Lease.

6.7.2 Immediately to carry out such repairs rebuilding cleansing decoration and other works to the Building as are required by such notice.

6.7.3 If within one month of the service of such notice the Lessors shall not have commenced and be proceeding diligently with the execution of the works referred to in the notice or shall fail to complete the works within 3 months or if in the Lessee's reasonable opinion the Lessors are unlikely to have completed the works within such period to permit the Lessee to carry out the works and to enter the other parts of the Building as may be necessary to comply with the notice and to pay to the Lessee the cost of so doing.

## 6.8 INSURANCE

6.8.1 To insure the Building in the joint names of the Lessors and the Lessee with a good and solvent Insurance company or with underwriters of repute against damage or destruction by the Insured Risks (to the extent that such insurance may ordinarily be arranged for properties such as the Building with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require) in the full reinstatement value as agreed between the Lessors and the Lessee and in default of agreement as determined by a surveyor acting as expert and not as arbitrator to be appointed by the parties jointly or if they fail to agree to be appointed by the Chairman for the time being of the Northern Ireland Branch of the Royal Institution of Chartered Surveyors on the application of either party.

6.8.2 To produce to the Lessee on demand a copy of the Insurance Policy and a copy of the receipt for the Insurance Cost for the current year.

6.8.3 If the Lessee so requires to have the interest of any tenant of the Lessee or any mortgagee of the Lessee or any of its tenants noted on the said policy.

6.8.4 If and whenever during the term the Building or any part of the Building is damaged or destroyed and if for any cause beyond the Landlord's control the rebuilding or reinstatement of the Building shall be prevented or frustrated then the sums of money payable under the insurance policy or under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force as the case may be shall be apportioned between and paid to the Lessor and the Lessee in such proportions as they shall agree having regard to the values of their respective interests in the Building on the date upon which the destruction or damage occurs and if the parties shall fail to agree on the said apportionment within three months of the date on which it becomes established that the said rebuilding is prevented or frustrated the said apportionment shall be determined by a surveyor (acting as an expert and not an arbitrator) such surveyor to be nominated in the absence of agreement by the Chairman for the time being of the Northern Ireland Branch of the Royal Institution of Chartered Surveyors on the application of either party made after the expiry of the said period of three months.

6.8.5 Subject to Clause 6.8.4 of this Lease in the event of the Premises or any part thereof being destroyed or damaged by any of the Insured Risks or by an event, which compensation is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force then the Lessors will lay out all monies received on foot of such insurance or compensation (other than the portion received by way of indemnity for loss of rent) as soon as practicable in or towards the building, repairing or reinstating of the Building including the Premises (the Lessors making good any deficiency out of their monies).



7. **PROVISOS**

7.1 **RE-ENTRY**

If and whenever during the Term:

- 7.1.1 There is a breach by the Lessee of any covenant or other term of this Lease or any documents expressed to be supplemental to this Lease.

The Lessors may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights of remedies which may have accrued to the Lessors against the Lessee in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made).

7.2 **EFFECT OF WAIVER**

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessors shall have waived or released temporarily or permanently revocable or irrevocable a similar covenant or similar covenants affecting any other part of the Building .

- 7.3 Either party shall be entitled at any time but not more often than once in any period of twelve months to call for a revision of the Insurance Rent Percentage by service of notice in writing on the other part and in the event of the parties failing to reach agreement, the amount of the Insurance Rent Percentage shall be determined by an expert appointed by the President for the time being of the Northern Ireland Law Society or some other person appointed by him if not agreed between the parties and such expert shall determine the Insurance Rent Percentage on the basis of what is fair and reasonable in all the circumstances taking into consideration the rights and obligations of the parties under this Lease.

- 7.4 In case the Premises or any part thereof or the access thereto shall be destroyed or so damaged by any of the Insured Risks or by any event for which compensation is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force as to be unfit for occupation or use the Rent and the Service Charge and the Insurance Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained (unless the damage or destruction concerned is due to the negligence or wilful default of the Lessee) shall be suspended and cease to be payable until the Premises and/or the access thereto as the case may be shall have been rebuilt or reinstated to be made fit for occupation and use.

IN WITNESS of which the deed has been executed the day and year first above WRITTEN.

**FIRST SCHEDULE**

**THE PREMISES**

All that portion of the first floor of the Building at Springfield Road Belfast aforesaid shown for the purposes of identification only edged red on the Plan B attached comprising the shop units on the ground floor of the Building excluding all structural members thereof but including.

1. The paint paper and other decorative finishes applied to the interior surface of exterior walls, and





2. The floor finishes so that the lower limit of the Premises shall include such finishes but shall not extend to anything below them, and
3. The ceiling finishes so that the upper limit of the Premises shall include such finishes but shall not extend to anything above them, and
4. All additions and improvements to the Premises.
5. All pipes that or in or on and that exclusively serve the Premises.

## SECOND SCHEDULE

### RIGHTS GRANTED

#### 1. PIPES

The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage electricity telephone and other services or supplies to and from the Premises in and through the pipes that now serve the Premises presently laid in or under or over other parts of the Building (in common with the Lessor and all other persons having a like right).

#### 2. SUPPORT

The right of support and protection for the benefit of the Premises as is now enjoyed from all other parts of the Building.

#### 3. ACCESS

- 3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building.
  - 3.1.1 To inspect the condition and the state of repair of those parts of the Building which the Lessor has covenanted with the Lessee to maintain and repair.
  - 3.1.2 To view the state and condition of and repair and maintain the Premises where such viewing or work would not otherwise be reasonably practicable.
  - 3.1.3 To carry out repairs decorations or any other works to the Premises where such work cannot be conveniently carried out without entering other parts of the Building.
  - 3.1.4 To exercise any of the rights granted to the Lessee by this Lease.
- 3.2 Provided that if through the exercise of these rights the Lessee interferes with the use and enjoyment of the other parts of the Building causing loss to the Lessors or their tenants the Lessee shall compensate the Lessors fully for such loss.
- 3.3 The right of way at all times for the Lessee its tenants and Licensees on foot only to pass and re-pass over and along the areas hatched green on the Plan B attached for business purposes in connection with the Premises.



## THIRD SCHEDULE

### RIGHTS RESERVED

#### 1. USE OF PIPES

The right to the free and uninterrupted passage and running of water sewage electricity telephone and other services or supplies from and to other parts of the Building in and through the pipes which now are or may during the Term be in under or over the Premises.

#### 2. CONSTRUCTION OF PIPES

The right to construct and to maintain in or under the Premises at any time during the Term any pipes for the benefit of any other part of the Building.

#### 3. ACCESS

3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building.

3.1.1 To inspect the condition and the state of repair of the Premises.

3.1.2 To inspect cleanse connect to repair remove replace with others alter or execute any works whatever to or in connection with the pipes easements or services referred to in paragraphs 1 and 2 of this Schedule.

3.1.3 To view the state and condition of and repair and maintain the Building where such viewing or work would not otherwise be reasonably practicable.

3.1.4 To carry out work or to anything whatever comprised within the Lessors' obligations in this Lease.

3.1.5 To carry out repairs decorations or any other works to other parts in the Building where such work cannot be conveniently carried out without entering the Premises.

3.1.6 To exercise any of the rights granted to the Lessors by this Lease.

3.2 Provided that if through the exercise of these rights the Lessors interfere with the use and enjoyment of the Premises or by the Lessee or its tenants or undertenants or any of them causing loss to the Lessee or such tenants or undertenants the Lessors shall compensate the Lessee and such tenants or undertenants fully for such loss.

#### 4. SUPPORT PROTECTION ETC.

The rights of light air support protection shelter and all other easements and rights now or after the date of this Lease belonging to or enjoyed by other parts of the Building.

#### 5. SCAFFOLDING

The right to erect scaffolding for the purposes of repairing cleaning or decorating the exterior of the Building notwithstanding that such scaffolding may temporarily interfere with the access to or enjoyment and use the Premises provided that such interference is for the minimum reasonable period and that access to the Premises is not significantly affected thereby.



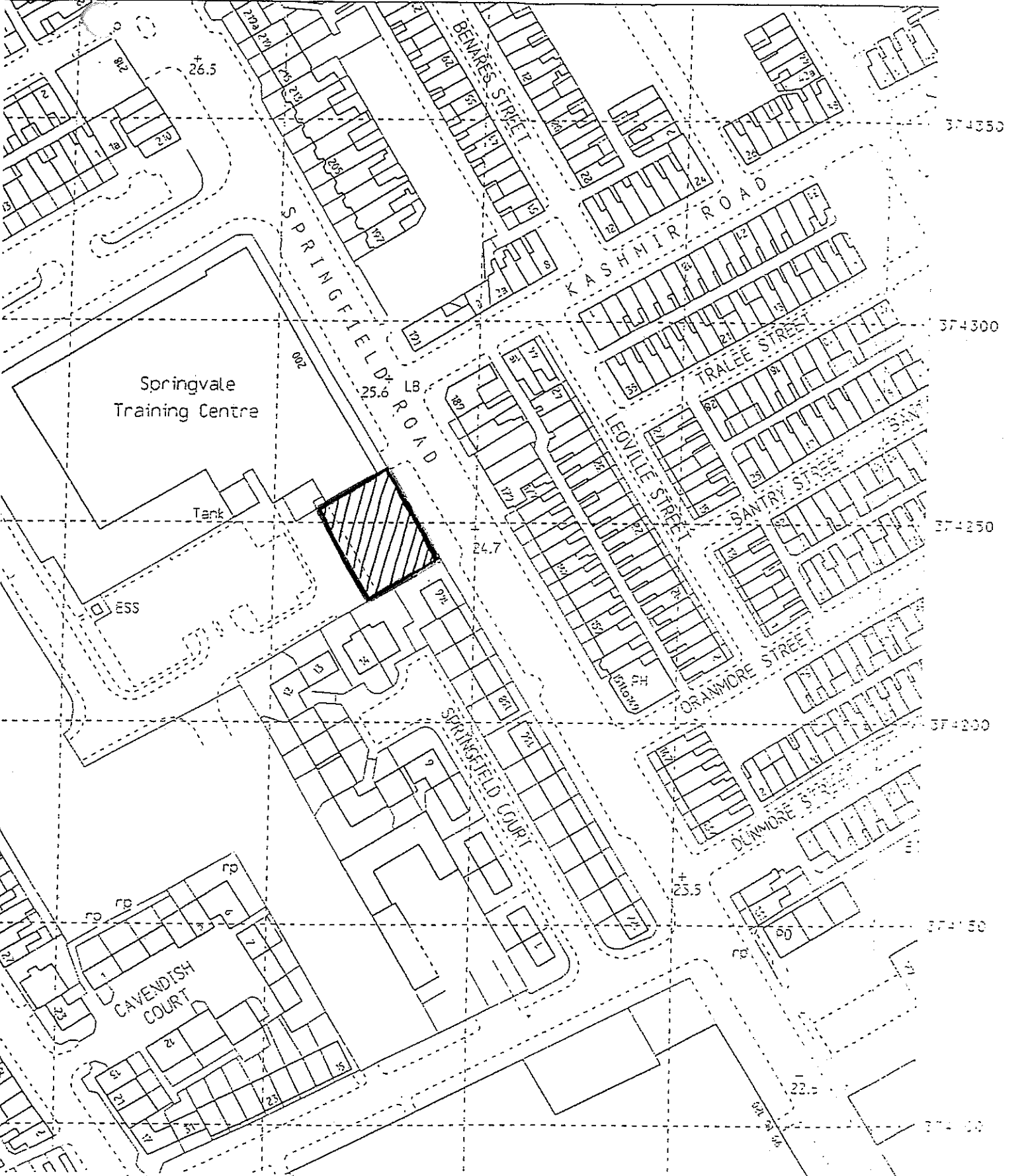
**SIGNED SEALED and DELIVERED**  
by the said **ARTHUR ROONEY** and  
**ANTHONY ROONEY** in the presence of:

**PRESENT** when the Common Seal of  
**CLONARD RESIDENTS ASSOCIATION**  
was affixed hereto:



SPRINGFIELD ROAD  
ELFAST, BT12 7DD

IG 33189  
LOG - 100  
PLAN - 100  
DATE - AUG - 98



client ROONEY BROS & CLONARD RESID. ASSOC  
project RETAIL & OFFICE DEVELOP. 148-158 SP. RD.  
title LOCATION MAP.

date 07-98 scale 1:1250  
drwn. by CS ckd. by  
dr no 97-410 F.L.D R.I.







**Memo**

**From:** Dennis Moffett  
Comprehensive Development Branch  
Belfast Regeneration Office  
5<sup>th</sup> Floor  
Brookmount Buildings  
42 Fountain Street  
BELFAST  
BT1 5EE

**Your ref:** SOL 2524/98/DOE/4H  
**Our ref:** SL 81

**Tel:** (2)51959

**cc:**

**Date:** 13. October 1999

**To:** Mr G Harris  
Departmental Solicitors Office  
Victoria Hall  
12 May Street  
BELFAST  
BT1 4NL

**DOE (NI) TO CLONARD RESIDENTS ASSOCIATION AND ROONEY BROTHERS:  
SITE AT 148-152 SPRINGFIELD ROAD, BELFAST**

1. I refer to our telephone conversation of 12 October 1999 concerning the above and enclose copy of the signed and sealed lease between Rooney Brothers and Clonard Residents Association.
2. We have not yet received the copy Agreement for lease from Rooney Brothers' Solicitor but you may wish to comment and advise on this document in the meantime.

**D B MOFFETT**

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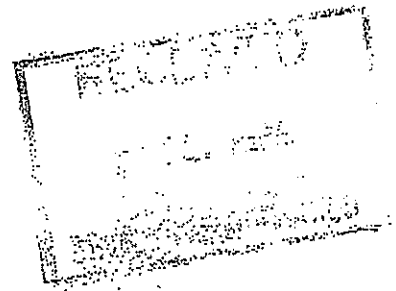
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FROM: G HARRIS  
Departmental Solicitor's Office

DATE: 21 October 1999

TO: Mr Denis Moffett  
Comprehensive Development Branch  
Belfast Regeneration Office  
5th Floor  
Brookmount Buildings  
42 Fountain Street  
BELFAST  
BT1 5EE



DEPARTMENT OF THE ENVIRONMENT (NI) TO CLONARD RESIDENTS ASSOCIATION AND ROONEY BROTHERS  
SITE AT 148-152 SPRINGFIELD ROAD, BELFAST

*The original SL&I*

I refer to your minute of 13 October 1999 enclosing the Lease between Rooney Brothers and Clonard Residents Association.

There have been some alterations in the document from the original draft.

*Ms Harris has seen this*

① Clause 1.5 being the statement of the interest rate has been deleted. This has the result of depriving the definition of interest of any meaning.

② The permitted user (Clause 1.5) is in very general terms and is not actually specifically specified. The Association will need to ensure before entering into the Lease that there is written agreement as to the specific user on commencement of the term. Such written agreement by the Lessors should be annexed to the Lease.

*Ms Harris not to be concerned see minute dated 13/10/99*

③ Although in the service charge at Clause 5.13 it provides that the Lessor will be responsible for maintenance of the fabric and exterior of the entire building for the first 10 years, there is no provision in the Clause as to how the Lessee's contribution should be assessed thereafter other than by a provision for arbitration in the event of dispute. Contribution towards maintenance could be assessed on the proportion of floor area or notional letting values. This is a matter which should be settled now, rather than being put off for the future. Also the reference to arbitration should be more detailed, specifying as to how an arbitrator will be selected in the event of the parties failing to agree and reference should be made to the current Northern Ireland Arbitration Order.

*Ms Harris has seen this*

④ The Association should be aware that the Lease does not permit of Assignment or Sub Letting (Clause 5.14), otherwise than with the prior written consent of the Lessors albeit that such consent is not to be unreasonably withheld or delayed.

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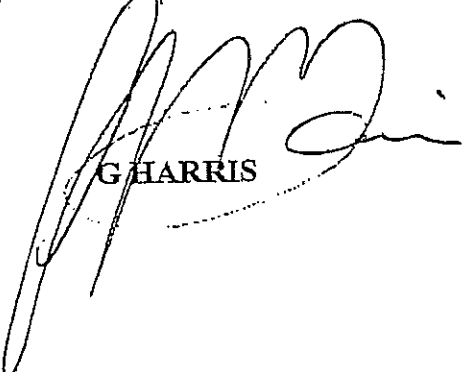
Clause 6.6 should refer to floor loading.

*Done*

(a) The insurance provision in Clause 6.8 has been reduced to simply a statement that the Lessors shall insure the building. The previous provision went to five paragraphs and was much more detailed as to the insurance obligation of the Lessors. The Clause also covered the situations where rebuilding or reinstatement of the building would be prevented or frustrated. It also placed an obligation upon the Lessors to rebuild. I consider that Clause 6.8 should be reinstated in its entirety to protect the investment which the Department is making in this project. In Clause 1.8 the additional words, "subject to revision as is in Clause 7.3 herein provided" should be added.

*Review  
if possible  
before  
to ensure*

(b) In addition to having the benefit under the Lease of the Covenant by the Lessors to maintain the fabric of the building for the first ten years, the Association should ensure that they obtain collateral warranties from the members of the builders professional team. The collateral warranties would be given primarily by the Architect and Structural Engineer (if any) and will normally be for a period of six years from the issuing of the Certificate of Practical Completion.

  
G HARRIS

Handwritten marks or scribbles at the top right corner.

A small handwritten mark or symbol.

**MBW Greater West Team**

**Twin Spires Centre  
155 Northumberland St.  
Belfast BT13 2JF**

**Tel: (01232) 244535 Fax: (01232) 321699**

# Memo

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**TO: Padraigin Drinan**

**FROM: John Brogan**

**DATE: 12 November 1999**

**RE: Clonard Residents Association**

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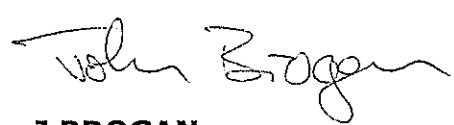
I agreed with Seamus O'Prey to fax a copy of the new Lease to you for your consideration.

Our Departmental Solicitor, George Harris, is particularly keen to protect the Department on the question of insurance cover and the placing of obligations on the part of the Lessors to rebuild or reinstate in the event of damage or destruction and to distribute any compensation sums to the Lessee where appropriate.

He believes that the reinstatement of para 6.8 is necessary. As it appears under the general heading of "The Lessor's Covenants", our interpretation is that payment of all insurance premiums will be the responsibility of the Lessor.

I will post the original Lease document to you, as it is rightly yours to deal with rather than MBW. You may wish to discuss with Mr Steele.

If I can be of any help please give me a ring. Many thanks for your ongoing help.



**J BROGAN**



100

C

Dated this 30<sup>th</sup> day of October 1999

**ARTHUR ROONEY & ANTHONY ROONEY  
t/a ROONEY BROTHERS  
(Lessors)**

**-and-**

**DEPARTMENT FOR SOCIAL DEVELOPMENT  
OF CHURCHILL HOUSE, VICTORIA SQUARE,  
BELFAST BT2 4BA  
(Lessee)**

**LEASE**

**R F COLE  
SOLICITOR  
DEPARTMENTAL SOLICITOR'S OFFICE  
VICTORIA HALL  
12 MAY STREET  
BELFAST  
BT1 4NL**

**LAND REGISTRY OF NORTHERN IRELAND**  
**REGISTERED OWNERS ARTHUR ROONEY AND**  
**ANTHONY ROONEY t/a ROONEY BROTHERS**

**FOLIO NO AN                      (PARENT FOLIO AN29202 NO 4)**  
**COUNTY ANTRIM**

**THIS INDENTURE** made the 30<sup>th</sup> day of October 1999

**1.            PARTICULARS**

**1.1.1        THE LESSORS**

ARTHUR ROONEY and ANTHONY ROONEY t/a ROONEY BROTHERS  
having their registered office at 454/458 Donegall Road Belfast

**1.1.2        THE LESSEE**

DEPARTMENT FOR SOCIAL DEVELOPMENT of Churchill House Victoria  
Square Belfast BT2 4BA

**1.2           THE BUILDING**

**ALL THAT** the building of the Lessors at 148 to 158 Springfield Road Belfast  
shown for the purpose of identification only edged with a blue line on the Plan A  
attached

**1.3           THE PREMISES**

All that part of the Building more particularly defined in the First Schedule together  
with the right of way comprised in the Second Schedule hereto

**1.4           THE TERM**

999 years from and including the first day of November 1999

**1.5           THE RENT**

One peppercorn (if demanded).

1.6 **PERMITTED USER**

Use of the Premises is for an office including the provision of financial services and/or professional services, provision of medical or health services, as a creche, day nursery or day centre, the provision of education, the display of works of art or other exhibits, a museum, library, social recreation or any other purpose that would usually be compatible with the Articles and Memorandum of Association of a Local Residents Association and as specifically agreed with the Lessors. Such consent to use shall not be unreasonably withheld by the Lessors. The use of the Premises shall be regulated by the above and such other provisions as hereinafter appear which are designed to protect and ensure the safety and enjoyment of the Lessors and their tenants who occupy the remainder of the building

1.7 **SERVICE CHARGE**

The charge payable by the Lessee under Clause 5.13

1.8 **INSURANCE RENT PERCENTAGE**

Such reasonable sum as is fairly and properly deemed attributable to the Premises by the Lessor's Insurers.

2. **DEFINITIONS**

2.1 For all purposes of this Lease the terms defined in Clauses 1 and 2 have the meanings specified therein and hereinafter specified

2.2 **'Interest'** means interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at the Interest Rate then prevailing or should the base rate cease to exist such other rate of interest as is most likely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a Chartered Account acting as expert and

not as arbitrator appointed by the President for the time being of the Law Society of Northern Ireland on the application of either party if not agreed

2.3 **'Pipes'** means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fittings louvers cowls and any other ancillary apparatus

2.4 **'The Plan'** means the plan annexed to this Lease

2.5 **'Insurance Cost'** means the reasonable and proper sums that the Lessors shall from time to time pay by way of premium for insuring the Building being

2.5.1 the Insurance Rent percentage of the Insurance Cost, and

2.5.2 all or any increase in premium payable by reason of and attributable to any act or omission of the Lessee

2.6 **'Insured Risks'** means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood and such other risks normally insured against in a comprehensive property owners insurance policy in Northern Ireland bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and such other risks as the Lessor from time to time in its discretion may reasonably think fit to insure against

### 3. **INTERPRETATION**

3.1 The expressions 'the Lessors' and 'the Lessee' wherever the context so admits shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Lessee's successors in title respectively and any reference to a superior Lessor includes the Lessors' immediate reversioner (and any superior Lessor) at any time

- 3.2 Where the Lessors and Lessee for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such person jointly and severally
- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 3.4 References to 'the Premises' in the absence of any provision to the contrary include any part of the Premises
- 3.5 References to any right of the Lessors to have access to the Premises shall be construed as extending to any superior Lessor and any mortgagee of the Premises and to all persons authorised by the Lessors and any superior Lessor or mortgagee (including agents professional advisers contractors workmen and others)
- 3.6 Any covenant by the Lessee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 3.7 Any provisions in the Lease referring to the consent or approval of the Lessors shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior Lessor where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior Lessor not unreasonably to refuse any such consent or approval
- 3.8 Reference to 'consent of the Lessors' or words to similar effect mean a consent in writing signed by or on behalf of the Lessors and to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Lessors
- 3.9 Any references to a specific statute or order include any statutory extension or modification amendment or re-enactment of such statute or order and any regulations

or order made under such statute or order and any general reference to 'statute' or 'statutes' 'order' or 'orders' includes any regulations or orders made under such statute or statutes order or orders

3.10 References in the Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered

3.11 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

4. **DEMISE**

**WITNESSETH** that in consideration of the covenants on the Lessee's part and conditions hereinafter contained the Lessors hereby demised unto the Lessee the Premises **TOGETHER** with the rights specified in the Second Schedule but **EXCEPTING AND RESERVING** unto the Lessors the rights specified in the Third Schedule **TO HOLD** the Premises unto the Lessee from the first day of November One thousand nine hundred and ninety nine for the Term **SUBJECT** to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises **YIELDING AND PAYING** therefor unto the Lessors:

5. **THE LESSEE'S COVENANTS**

The Lessee covenants with the Lessors:

5.1 **OUTGOINGS AND VAT**

To pay and to indemnify the Lessors against:

5.1.1 All rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Lessors occasioned by

receipt of the rent or by any disposition of dealing with or ownership of any interest reversionary to the interest created by this Lease

5.1.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Lessors where the Lessee agrees in this Lease to reimburse the Lessors for such payment

## 5.2 **REPAIR AND CLEANING**

5.2.1 To repair the interior of the Premises and to keep it in repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any negligent act or wilful default of the Lessee and excepting damage whereby compensation for same is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force

5.2.2 To clean the interior of the Premises and keep it in a clean neat and tidy condition

## 5.3 **DECORATION**

From time to time whenever considered necessary or desirable by the Lessee to redecorate the interior of the Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Lessors

## 5.4 **ACCESS OF LESSOR AND NOTICE OF REPAIR**

5.4.1 To permit the Lessors after giving reasonable prior notice to the Lessee (except in case of emergency)

5.4.1.1 To enter upon the Premises for the purpose of ascertaining that the covenants and conditions of the Lease have been observed and performed



5.4.1.2 To view (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises and

5.4.1.3 To give to the Lessee (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or decoration that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee immediately to execute the same including the making good of such opening up (if any)

Provided that any such opening-up shall be made good by and at the cost of the Lessors where such opening-up reveals no breaches of the terms of this Lease

5.4.2 Immediately to repair cleanse maintain and decorate the Premises as required by such notice

5.4.3 If within one month of the service of such notice the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 3 months or if in the Lessors' reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessors to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all reasonable and proper expenses incurred by the Lessors (including reasonable legal costs and reasonable surveyor's fees) within 14 days of a written demand and in default of payment within such period to pay interest Interest Rate from the date of demand to the date of actual payment

## 5.5 NUISANCE USER ETC

5.5.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Lessor or its tenants or the owners or occupiers of adjacent or neighbouring Premises

- 5.5.2 Not without the consent of the Lessors such consent not to be unreasonable withheld or delayed to use the Premises for any purpose other than the Permitted User provided that the Lessors shall not be entitled to any fine or premium as a condition of giving consent to any change of use
- 5.5.3 Not to discharge into any of the pipes serving the Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or the Building
- 5.5.4 Not to store or allow to be stored on the Premises or any part thereof any dangerous and/or especially combustible materials without having first complied with all statutory requirements and obligations in relation to the storage of such materials
- 5.5.5 Not to obstruct or block or permit to be obstructed or blocked the right of way referred to in the Second Schedule hereto
- 5.5.6 The Premises comprised in the Lease form part of the larger premises owned by the Lessors which said premises are being used principally to provide retail and office accommodation and the Lessee agrees that it will not do, or that it will refrain from doing, any act or thing or carrying on any activity which can be reasonably construed by the Lessor as inconsistent with the general use and enjoyment of the remainder of the Premises for the purpose of accommodation as aforesaid

5.6 **PLANS, DOCUMENTS AND INFORMATION**

If called upon to do so to produce to the Lessors all plans documents and other evidence as the Lessors may reasonably require in order to satisfy themselves that the provisions of this Lease have been complied with

5.7 **YIELD UP**

At the expiration or sooner determination of the Term to yield up the Premises in accordance with the terms of this Lease.

5.8 **STATUTORY NOTICES ETC**

To give full particulars to the Lessors of any notice direction order or proposal for the Premises made given or issued to the Lessee by any governmental statutory local or public authority within 7 days of receipt and if so required by the Lessee to produce it to the Lessors and without delay to take all necessary steps to comply with the notice direction or order and at the request and cost of the Lessors to make or join with the Lessors in making such objection or representation against or in respect of any notice direction order or proposal as the Lessors shall deem expedient

5.9 **KEYHOLDERS**

To ensure that at all times the Lessors have and the PSNI have written notice of the name, home address and home telephone number of at least 2 keyholders of the Premises

5.10 **LESSORS' RIGHTS**

To permit the Lessors at all times during the Term to exercise without interruptions or interference any of the rights granted to it by virtue of the provisions of this Lease

5.11 **SECURITY**

5.11.1 To take all steps and to comply with all requirements which may be reasonable or necessary for the security and safeguarding of the Premises or the Building

5.11.2 If the Premises are destroyed or damaged in any manner whatsoever to give notice to the Lessors as soon as such destruction or damage shall have occurred

**5.12 TO TAKE PRECAUTIONS**

5.12.1 To take all reasonable precautions against front damage to the pipes in on under or over and serving the Premises

5.12.2 To take all reasonable care and precautions to avoid water damage to any other part of the Building by reason of bursting or overflowing of any pipe or water apparatus in and serving the Premises

**5.13 SERVICE CHARGE**

The Lessor shall from the date of this document and for a period of ten years thereafter be responsible for the maintenance, repair and upkeep of the exterior fabric of the entire building. Thereafter the Lessees shall be responsible for a contribution to the cost of the maintenance, repair and upkeep of the said exterior fabric of the building and of any areas in common usage. The amount of that contribution shall be agreed between the parties and failing such agreement the matter shall be referred to arbitration. The Lessees shall at all times be solely responsible for the maintenance, upkeep and repair of the interior of the building which they occupy

**5.14 INSURANCE COST**

The Lessor shall from the date of this document and for a period of ten years thereafter be responsible for the Insurance Cost and for that period the Lessees shall not have to pay any Insurance Rent Percentage

5.15 Not to assign sub-let or otherwise part with possession of the Premises without the prior written consent of the Lessors such consent not to be unreasonably withheld or delayed

**6. THE LESSORS' COVENANTS**

The Lessors covenant with the Lessee:

6.1 **QUIET ENJOYMENT**

To permit the Lessee peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Lessors or any person claiming under or in trust for the Lessors

6.2 **PERFORM SERVICES**

6.2.1 To repair and keep in good order repair and condition the Building and every part thereof (repairs for which the Lessee is responsible under the terms of this Lease alone expected)

**CLEANING**

6.2.2 To clean and keep in a clean and neat and tidy condition the Building and remainder of the site on which the Building is situate except such parts as the Lessee is responsible to clean and keep neat and tidy under the terms of this Lease

**DECORATION**

6.2.3 From time to time whenever necessary or desirable for the general appearance of the Building to redecorate the Building (except such parts as the Lessee is liable to decorate under the terms of this Lease) with appropriate materials of good quality to the reasonable satisfaction of the Lessee

6.3 **LESSEES RIGHTS**

To permit the Lessee at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease

6.4 **SECURITY**

6.4.1 To take all necessary and reasonable steps for the security and safeguarding of the Building except such as ought under the Lessee's covenant in that behalf to be undertaken by the Lessee

6.4.2 If any part of the Building other than the Premises is destroyed or damaged in any manner whatsoever to give notice to the Lessee as soon as the destruction or damage shall have occurred

**6.5 TO TAKE PRECAUTIONS**

6.5.1 To take all reasonable precautions against frost damage to the pipes in or under or over any part of the Building not comprised in the Premises or in or under or over, but not serving the Premises

6.5.2 To take all reasonable care and precaution to avoid water damage to the Premises or any part of the Premises by reason of bursting or overflowing of any pipe or water apparatus in any other parts of the Building or in or under or over, but not serving the Premises

**6.6 FLOOR LOADING**

Not to bring or permit to remain upon any other parts of the Building any machinery goods or other vehicles which shall or may strain or damage the Premises

**6.7 ACCESS OF LESSEE AND NOTICE TO REPAIR CLEAN DECORATE ETC**

6.7.1 To permit the Lessee

6.7.1.1 To enter the other parts of the Building accompanied by its surveyors engineers and other professional advisers to conduct such test upon and make such examination of the Building and its structure as shall in all the circumstances be reasonable including opening up floors and other parts of the Building which such opening up is required in order to carry out a property examination

6.7.1.2 To give to the Lessor a notice specifying any repairs rebuilding cleansing redecoration and other works that the Lessors have failed to carry out in breach of the terms of this Lease and to request the Lessors immediately to execute the same

including the making good of such opening up (if any) provided that any such opening up shall be made good by and at the cost of the Lessee where such opening up reveals no breaches by the Lessors of the terms of this Lease

6.7.2 Immediately to carry out such repairs rebuilding cleansing decoration and other works to the Building as are required by such notice

6.7.3 If within one month of the service of such notice the Lessors shall not have commenced and be proceeding diligently with the execution of the works referred to in the notice or shall fail to complete the works within 3 months or if in the Lessee's reasonable opinion the Lessors are unlikely to have completed the works within such period to permit the Lessee to carry out the works and to enter the other parts of the Building as may be necessary to comply with the notice and to pay to the Lessee the cost of so doing

## 6.8 **INSURANCE**

The Lessors shall insure and keep insured the building at 148 to 158 Springfield Road, Belfast described at paragraph 1.2

## 7. **PROVISOS**

### 7.1 **RE-ENTRY**

If and whenever during the Term:

7.1.1 There is a breach by the Lessee of any covenant or other term of this Lease or any documents expressed to be supplemental to this Lease

The Lessors may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights of remedies which may have accrued to the Lessors against the Lessee in respect of any breach

of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

**7.2 EFFECT OF WAIVER**

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessors shall have waived or released temporarily or permanently revocable or irrevocable a similar covenant or similar covenants affecting any other part of the Building

7.3 Either party shall be entitled at any time but not more often than once in any period of twelve months to call for a revision of the Insurance Rent Percentage by service of notice in writing on the other part and in the event of the parties failing to reach agreement, the amount of the Insurance Rent Percentage shall be determined by an expert appointed by the President for the time being of the Northern Ireland Law Society or some other person appointed by him if not agreed between the parties and such expert shall determine the Insurance Rent Percentage on the basis of what is fair and reasonable in all the circumstances taking into consideration the rights and obligations of the parties under this Lease

7.4 In case the Premises or any part thereof or the access thereto shall be destroyed or so damaged by any of the Insured Risks or by any event for which compensation is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force as to be unfit for occupation or use the Rent and the Service Charge and the Insurance Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained (unless the damage or destruction concerned is due to the negligence or wilful default of the Lessee) shall be suspended and case to be



payable until the Premises and/or the access thereto as the case may be shall have been rebuilt or reinstated to be made fit for occupation and use

8. The Lessor covenants with the Lessee not to use the Lessors premises for any illegal or immoral purpose

IN WITNESS of which the deed has been executed the day and year first above WRITTEN

### **FIRST SCHEDULE**

#### **THE PREMISES**

The first floor of the Building at 148 to 158 Springfield Road Belfast aforesaid shown for the purposes of identification only edged red on the Plans B 1 and 2 attached comprising the lobby on the ground floor of the Building and the office and community use accommodation on the first floor of the Building excluding all structural members thereof but including.

1. The paint paper and other decorative finishes applied to the interior surface of exterior walls, and
2. The floor finishes so that the lower limit of the Premises shall include such finishes but shall not extend to anything below them, and
3. The ceiling finishes so that the upper limit of the Premises shall include such finishes but shall not extend to anything above them, and
4. All additions and improvements to the Premises
5. All pipes that are in or on and that exclusively serve the Premises

### **SECOND SCHEDULE**

#### **RIGHTS GRANTED**

1. **PIPES**

The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage electricity telephone and other services or supplies to and from the Premises in and through the pipes that now

serve the Premises presently laid in or under or over other parts of the Building (in common with the Lessor and all other persons having a like right).

**2. SUPPORT PROTECTION ETC**

The rights of light air support protection shelter and all other easements and rights for the benefit of the Premises as are now or after the date of this Lease belonging to or enjoyed by all other parts of the Building

**3. ACCESS**

3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building

3.1.1 To inspect the condition and the state of repair of those parts of the Building with the Lessor has covenanted with the Lessee to maintain and repair

3.1.2 To view the state and condition of and repair and maintain the Premises where such viewing or work would not otherwise be reasonably practicable

3.1.3 To carry out repairs decorations or any other works to the Premises where such work cannot be conveniently carried out without entering other parts of the Building

3.1.4 To exercise any of the rights granted to the Lessee by this Lease

3.2 Provided that if through the exercise of these rights the Lessee interferes with the use and enjoyment of the other parts of the Building causing loss to the Lessors or their tenants the Lessee shall compensate the Lessors fully for such loss

3.3 The right of way at all times for the Lessee its tenants and Licensees on foot only to pass and re-pass over and along the areas hatched green on the Plan B attached for purposes in connection with the permitted user of the Premises

**THIRD SCHEDULE**  
**RIGHTS RESERVED**

**1. USE OF PIPES**

The right to the free and uninterrupted passage and running of water sewage electricity telephone and other services or supplies from and to other parts of the Building in and through the pipes which now are or may during the Term be in under or over the Premises

**2. CONSTRUCTION OF PIPES**

The right to construct and to maintain in or under the Premises at any time during the Term any pipes for the benefit of any other part of the Building

**3. ACCESS**

3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building

3.1.1 To inspect the condition and the state of repair of the Premises

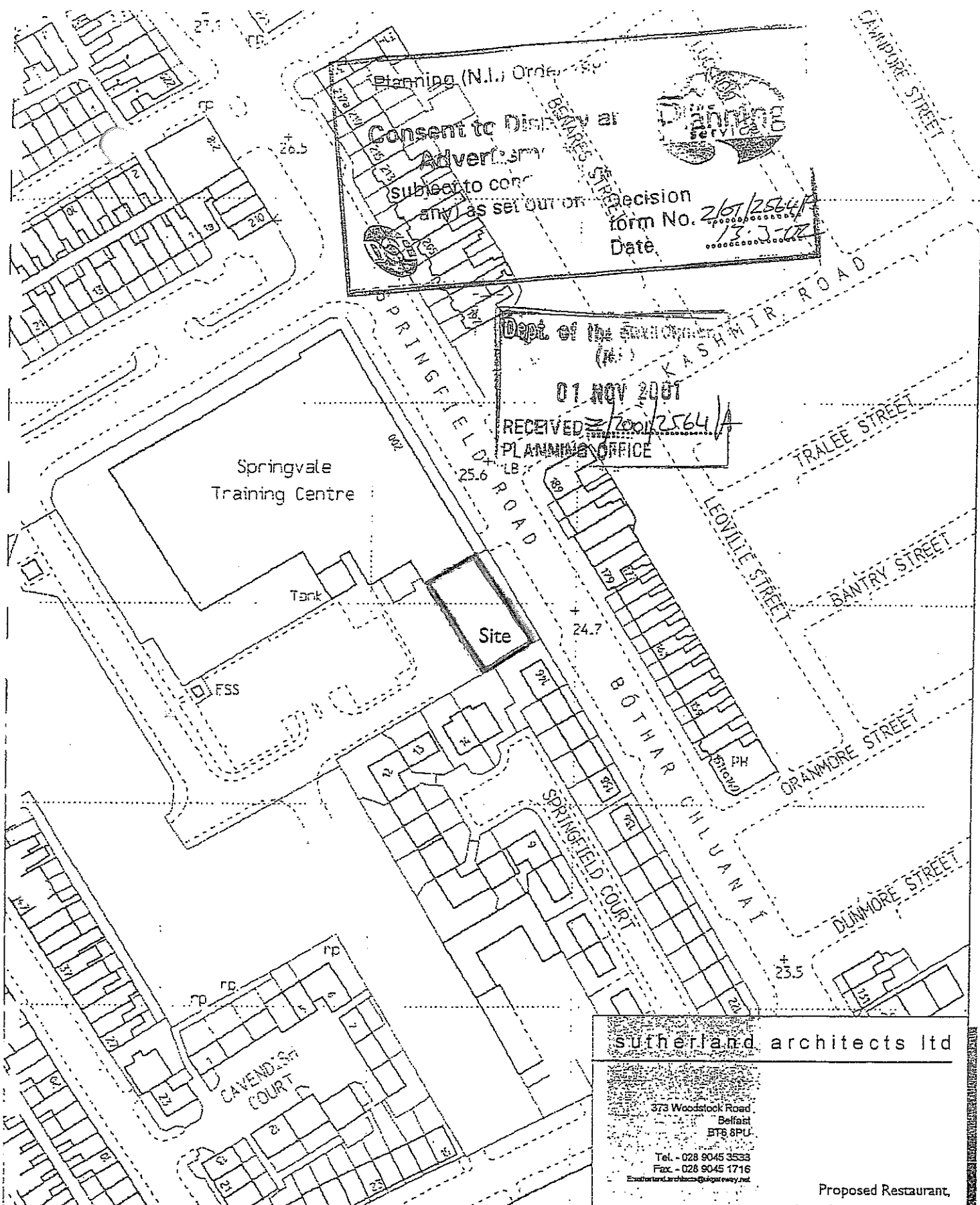
3.1.2 To inspect cleanse connect to repair remove replace with others alter or execute any work whatever to or in connection with the pipes easements or services referred to in paragraphs 1 and 2 of this Schedule

3.1.3 To view the state and condition of and repair and maintain the Building where such viewing or work would not otherwise be reasonably practicable

3.1.4 To carry out work or to anything whatever comprised within the Lessors' obligations in this Lease

3.1.5 To carry out repairs decorations or any other works to other parts in the Building where such work cannot be conveniently carried out without entering the Premises

3.1.6 To exercise any of the rights granted to the Lessors by this Lease



sutherland architects ltd

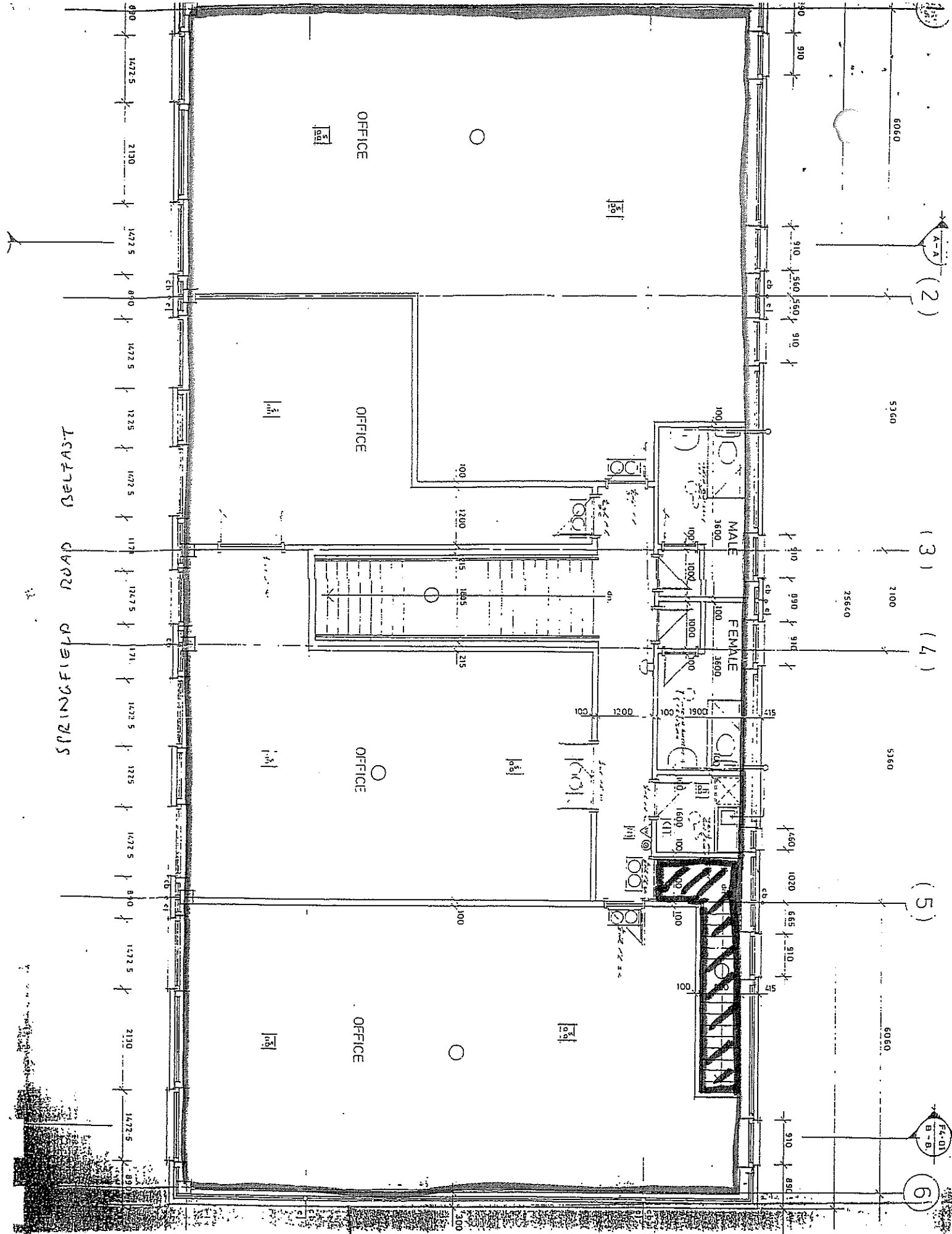
373 Woodstock Road,  
 Belfast  
 BT8 8PU  
 Tel. - 028 9045 3533  
 Fax. - 028 9045 1716  
 Email: sutherland.architects@btgateway.net

Proposed Restaurant,  
 148-158 Springfield Road,  
 Belfast

Location Plan 067/L01  
 Scale 1:1250 Date - 01-10-01 Drawn-

# LOCATION PLAN

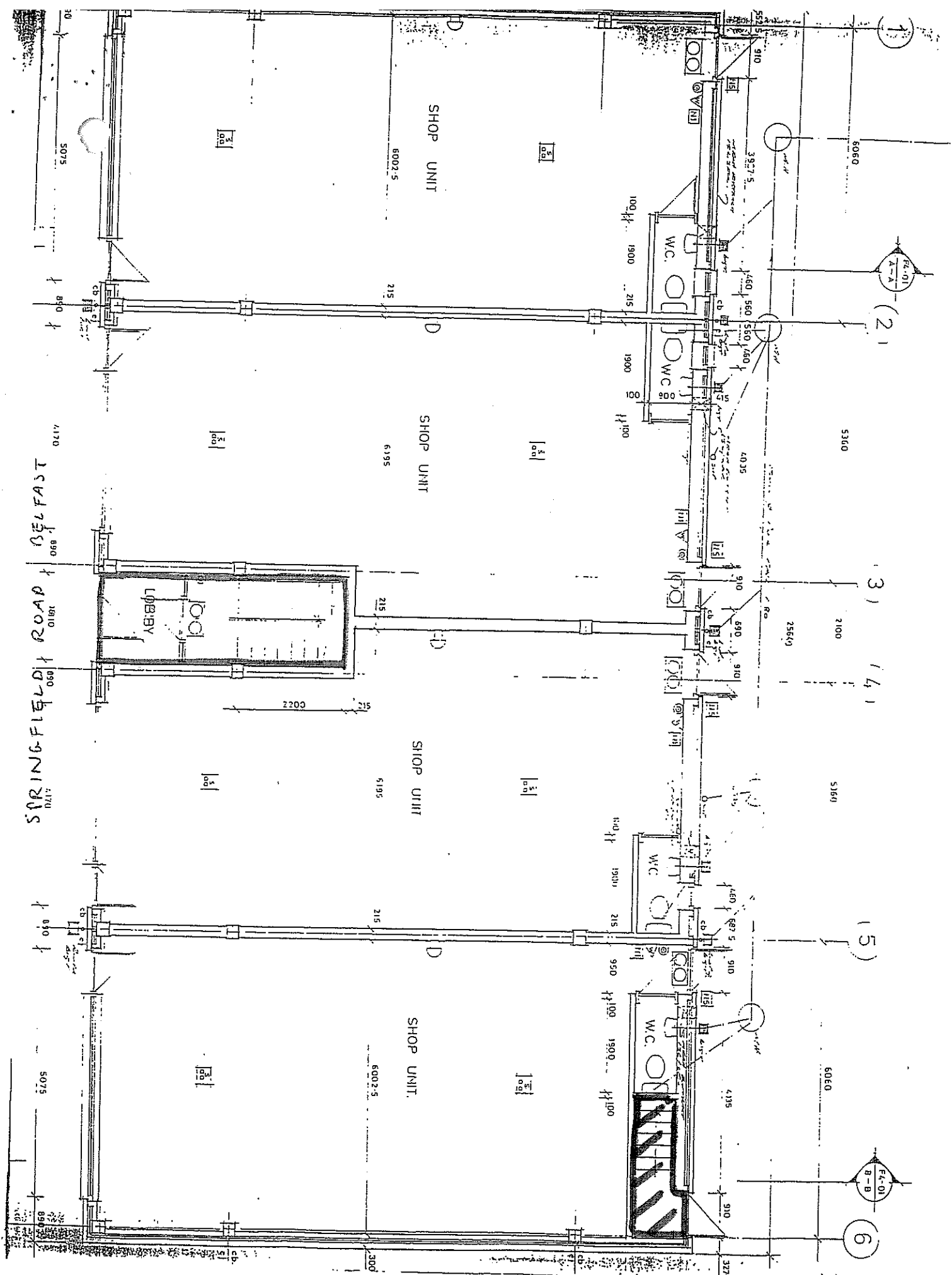
Drawing



SPRINGFIELD ROAD BELFAST

FIRST FLOOR PLAN

Retail & Office Development  
 148-158 Springfield Road  
 Belfast



Retail & Office Development  
 148-158 Springfield Road  
 Belfast  
 RT17

GROUND FLOOR PLAN







1  
2  
3  
4  
5  
6  
7  
8  
9  
10



Dated this 18th day of November 1999

**ARTHUR ROONEY & ANTHONY ROONEY**  
**t/a ROONEY BROTHERS**  
**(Lessors)**

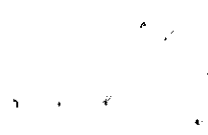
-and-

**CLONARD RESIDENTS ASSOCIATION**  
**(Lessee)**

**LEASE**

68

**C.P. Steele LL.B**  
**Solicitor**  
**177 Victoria Street**  
**BELFAST**  
**BT1 4PE**



**THIS INDENTURE** made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and ninety nine

**1. PARTICULARS**

**1.1.1 THE LESSORS**

ARTHUR ROONEY and ANTHONY ROONEY t/a ROONEY BROTHERS having their registered office at 454/458 Donegall Road Belfast.

**1.1.2 THE LESSEE**

CLONARD RESIDENTS ASSOCIATION having its registered office at Kashmir Road Belfast

**1.2 THE BUILDING**

ALL THAT the building of the Lessors at \_\_\_\_\_ Springfield Road Belfast shown for the purposes of identification only edged with a blue line on the Plan A attached.

**1.3 THE PREMISES**

All that part of the Building more particularly defined in the First Schedule together with the right of way comprised in the Second Schedule hereto.

**1.4 THE TERM**

999 years from and including the \_\_\_\_\_ day of \_\_\_\_\_ 1999.

**1.5 PERMITTED USER**

Use of the Premises is for any purpose provided for by the Articles of Association of Clonard Residents Association and as specifically agreed with the Lessors. Such consent to use shall not be unreasonably withheld by the Lessors. The use of the Premises shall be regulated by the above and such other provisions as hereinafter appear which are designed to protect and ensure the safety and enjoyment of the Lessors and their tenants who occupy the remainder of the building.

**1.6 SERVICE CHARGE**

The charge payable by the Lessee under Clause 5.13.

**1.7 INSURANCE RENT PERCENTAGE**

Such reasonable sum as is fairly and properly deemed attributable to the Premises by the Lessor's Insurers.

**2. DEFINITIONS**

2.1 For all purposes of this Lease the terms defined in Clauses 1 and 2 have the meanings specified therein and hereinafter specified.

2.2 '**Interest**' means interest during the period from the date on which the payment is due to the date of payment both before and after any judgement at the Interest Rate then prevailing or should the base rate cease to exist such other rate of interest as is most likely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a Chartered Accountant acting as expert and not as arbitrator appointed by the President for the time being of the Law Society of Northern Ireland on the application of either party if not agreed.

2.3 '**Pipes**' means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fittings louvres cowls and any other ancillary apparatus.

- 2.4 'The Plan' means the plan annexed to this Lease.
- 2.5 'Insurance Cost' means the reasonable and proper sums that the Lessors shall from time to time pay by way of premium for insuring the Building.
- 2.5.1 the Insurance Rent percentage of the Insurance Cost, and
- 2.5.2 all or any increase in premium payable by reason of and attributable to any act or omission of the Lessee.
- 2.6 'Insured Risks' means fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood and such other risks normally insured against in a comprehensive property owners insurance policy in Northern Ireland bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and such other risks as the Lessor from time to time in its discretion may reasonably think fit to insure against.

### 3. INTERPRETATION

- 3.1 The expressions 'the Lessors' and 'the Lessee' wherever the context so admits shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Lessee's successors in title respectively and any reference to a superior Lessor includes the Lessors' immediate reversioner (and any superior Lessor) at any time.
- 3.2 Where the Lessors and Lessee for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such person jointly and severally.
- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 3.4 References to 'the Premises' in the absence of any provision to the contrary include any part of the Premises.
- 3.5 References to any right of the Lessors to have access to the Premises shall be construed as extending to any superior Lessor and any mortgagee of the Premises and to all persons authorised by the Lessors and any superior Lessor or mortgagee (including agents professional advisers contractors workmen and others).
- 3.6 Any covenant by the Lessee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.
- 3.7 Any provisions in the Lease referring to the consent or approval of the Lessors shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior Lessor where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior Lessor not unreasonably to refuse any such consent or approval.
- 3.8 Reference to 'consent of the Lessors' or words to similar effect mean a consent in writing signed by or on behalf of the Lessors and to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Lessors.
- 3.9 Any references to a specific statute or order include any statutory extension or modification amendment or re-enactment of such statute or order and any regulations or orders made under

such statute or order and any general reference to 'statute' or 'statutes' 'order' or 'orders' includes any regulations or orders made under such statute or statutes order or orders.

- 3.10 References in the Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered.
- 3.11 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation.

#### **4. DEMISE**

WITNESSETH that in consideration of the covenants on the Lessee's part and conditions hereinafter contained the Lessors hereby demise unto the Lessee the Premises TOGETHER with the rights specified in the Second Schedule but EXCEPTING AND RESERVING unto the Lessors the rights specified in the Third Schedule TO HOLD the Premises unto the Lessee from the            day of            One thousand nine hundred and ninety nine for the Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING therefor unto the Lessors:

#### **5. THE LESSEE'S COVENANTS**

The Lessee covenants with the Lessors:

##### **5.1 OUTGOINGS AND VAT**

To pay and to indemnify the Lessors against:

- 5.1.1 All rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Lessors occasioned by receipt of the rents or by any disposition of dealing with or ownership of any interest reversionary to the interest created by this Lease.
- 5.1.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Lessors where the Lessee agrees in this Lease to reimburse the Lessors for such payment.

##### **5.2 REPAIR AND CLEANING**

- 5.2.1 To repair the interior of the Premises and to keep it in repair excepting damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any negligent act or wilful default of the Lessee and excepting damage whereby compensation for same is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force.
- 5.2.2 To clean the interior of the Premises and keep it in a clean neat and tidy condition.

##### **5.3 DECORATION**

From time to time whenever considered necessary or desirable by the Lessee to redecorate the interior of the Premises in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Lessors.

#### 5.4 ACCESS OF LESSOR AND NOTICE OF REPAIR

- 5.4.1 To permit the Lessors after giving reasonable prior notice to the Lessee (except in case of emergency)
  - 5.4.1.1 To enter upon the Premises for the purpose of ascertaining that the covenants and conditions of the Lease have been observed and performed.
  - 5.4.1.2 To view (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises and
  - 5.4.1.3 To give to the Lessee (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or decoration that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee immediately to execute the same including the making good of such opening up (if any).

Provided that any such opening-up shall be made good by and at the cost of the Lessors where such opening-up reveals no breaches of the terms of this Lease.

- 5.4.2 Immediately to repair cleanse maintain and decorate the Premises as required by such notice.
- 5.4.3 If within one month of the service of such notice the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 3 months or if in the Lessors' reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessors to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Lessor the cost of so doing and all reasonable and proper expenses incurred by the Lessors (including reasonable legal costs and reasonable surveyor's fees) within 14 days of a written demand and in default of payment within such period to pay interest at the Interest Rate from the date of demand to the date of actual payment.

#### 5.5 NUISANCE USER ETC.

- 5.5.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury or damage to the Lessor or its tenants or the owners or occupiers of adjacent or neighbouring Premises.
- 5.5.2 Not without the consent of the Lessors such consent not to be unreasonable withheld or delayed to use the Premises for any purpose other than the Permitted User provided that the Lessors shall not be entitled to any fine or premium as a condition of giving consent to any change of use.
- 5.5.3 Not to discharge into any of the pipes serving the Premises or any other property any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the Premises or the Building.
- 5.5.4 Not to store or allow to be stored on the Premises or any part thereof any dangerous and/or especially combustible materials without having first complied with all statutory requirements and obligations in relation to the storage of such materials.
- 5.5.5 Not to obstruct or block or permit to be obstructed or blocked the right of way referred to in the Second Schedule hereto.
- 5.5.6 The Premises comprised in the Lease form part of the larger premises owned by the Lessors which said premises are being used principally to provide residential accommodation and the Lessee agrees that it will not do, or that it will refrain from doing, any act or thing or carrying on

any activity which can be reasonably construed by the Lessor as inconsistent with the general use and enjoyment of the remainder of the Premises for the purpose of accommodation as aforesaid.

#### **5.6 PLANS, DOCUMENTS AND INFORMATION**

If called upon to do so to produce to the Lessors all plans documents and other evidence as the Lessors may reasonably require in order to satisfy themselves that the provisions of this Lease have been complied with.

#### **5.7 YIELD UP**

At the expiration or sooner determination of the Term to yield up the Premises in accordance with the terms of this Lease.

#### **5.8 STATUTORY NOTICES ETC.**

To give full particulars to the Lessors of any notice direction order or proposal for the Premises made given or issued to the Lessee by any governmental statutory local or public authority within 7 days of receipt and if so required by the Lessee to produce it to the Lessors and without delay to take all necessary steps to comply with the notice direction or order and at the request and cost of the Lessors to make or join with the Lessors in making such objection or representation against or in respect of any notice direction order or proposal as the Lessors shall deem expedient.

#### **5.9 KEYHOLDERS**

To ensure that at all times the Lessors have and the RUC have written notice of the name, home address and home telephone number of at least 2 keyholders of the Premises.

#### **5.10 LESSORS' RIGHTS**

To permit the Lessors at all times during the Term to exercise without interruptions or interference any of the rights granted to it by virtue of the provisions of this Lease.

#### **5.11 SECURITY**

5.11.1 To take all steps and to comply with all requirements which may be reasonable or necessary for the security and safeguarding of the Premises or the Building.

5.11.2 If the Premises are destroyed or damaged in any manner whatsoever to give notice to the Lessors as soon as such destruction or damage shall have occurred.

#### **5.12 TO TAKE PRECAUTIONS**

5.12.1 To take all reasonable precautions against frost damage to the pipes in on under or over and serving the Premises.

5.12.2 To take all reasonable care and precautions to avoid water damage to any other part of the Building by reason of bursting or overflowing of any pipe or water apparatus in and serving the Premises.



### 5.13 SERVICE CHARGE

The Lessor shall from the date of this document and for a period of ten years thereafter be responsible for the maintenance, repair and upkeep of the exterior fabric of the entire building. Thereafter the Lessees shall be responsible for a contribution to the cost of the maintenance, repair and upkeep of the said exterior fabric of the building and of any areas in common usage. The amount of that contribution shall be agreed between the parties and failing such agreement the matter shall be referred to arbitration. The Lessees shall at all times be solely responsible for the maintenance, upkeep and repair of the interior of the building which they occupy.

- 5.14 Not to assign sub-let or otherwise part with possession of the Premises without the prior written consent of the Lessors such consent not to be unreasonably withheld or delayed.

## 6. THE LESSORS' COVENANTS

The Lessors covenant with the Lessee:

### 6.1 QUIET ENJOYMENT

To permit the Lessee peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Lessors or any person claiming under or in trust for the Lessors.

### 6.2 PERFORM SERVICES

- 6.2.1 To repair and keep in good order repair and condition the Building and every part thereof (repairs for which the Lessee is responsible under the terms of this Lease alone expected).

#### CLEANING

- 6.2.2 To clean and keep in a clean and neat and tidy condition the Building and remainder of the site on which the Building is situate except such parts as the Lessee is responsible to clean and keep neat and tidy under the terms of this Lease.

#### DECORATION

- 6.2.3 From time to time whenever necessary or desirable for the general appearance of the Building to redecorate the Building (except such parts as the Lessee is liable to decorate under the terms of this Lease) with appropriate materials of good quality to the reasonable satisfaction of the Lessee.

### 6.3 LESSEES RIGHTS

To permit the Lessee at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease.

### 6.4 SECURITY

- 6.4.1 To take all necessary and reasonable steps for the security and safeguarding of the Building except such as ought under the Lessee's covenant in that behalf to be undertaken by the Lessee.
- 6.4.2 If any part of the Building other than the Premises is destroyed or damaged in any manner whatsoever to give notice to the Lessee as soon as the destruction or damage shall have occurred.

## 6.5 TO TAKE PRECAUTIONS

- 6.5.1 To take all reasonable precautions against frost damage to the pipes in or under or over any part of the Building not comprised in the Premises or in or under or over, but not serving the Premises.
- 6.5.2 To take all reasonable care and precaution to avoid water damage to the Premises or any part of the Premises by reason of bursting or overflowing of any pipe or water apparatus in any other parts of the Building or in or under or over, but not serving the Premises.

## 6.6 FLOOD LOADING

Not to bring or permit to remain upon any other parts of the Building any machinery goods or other vehicles which shall or may strain or damage the Premises.

## 6.7 ACCESS OF LESSEE AND NOTICE TO REPAIR CLEAN DECORATE ETC.

- 6.7.1 To permit the Lessee

- 6.7.1.1 To enter the other parts of the Building accompanied by its surveyors engineers and other professional advisers to conduct such tests upon and make such examination of the Building and its structure as shall in all the circumstances be reasonable including opening up floors and other parts of the Building where such opening up is required in order to carry out a property examination.
- 6.7.1.2 To give to the Lessor a notice specifying any repairs rebuilding cleansing redecoration and other works that the Lessors have failed to carry out in breach of the terms of this Lease and to request the Lessors immediately to execute the same including the making good of such opening up (if any) provided that any such opening up shall be made good by and at the cost of the Lessee where such opening up reveals no breaches by the Lessors of the terms of this Lease.
- 6.7.2 Immediately to carry out such repairs rebuilding cleansing decoration and other works to the Building as are required by such notice.
- 6.7.3 If within one month of the service of such notice the Lessors shall not have commenced and be proceeding diligently with the execution of the works referred to in the notice or shall fail to complete the works within 3 months or if in the Lessee's reasonable opinion the Lessors are unlikely to have completed the works within such period to permit the Lessee to carry out the works and to enter the other parts of the Building as may be necessary to comply with the notice and to pay to the Lessee the cost of so doing.

## 6.8 INSURANCE

- 6.8.1 To insure the Building in the joint names of the Lessors and the Lessee with a good and solvent Insurance Company or with underwriters of repute against damage or destruction by the Insured Risks (to the extent that such insurance may ordinarily be arranged for properties such as the Building with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require) in the full reinstatement value as agreed between the Lessors and the Lessee and in default of agreement as determined by a surveyor acting as expert and not as arbitrator to be appointed by the parties jointly or if they fail to agree to be appointed by the Chairman for the time being of the Northern Ireland Branch of the Royal Institution of Chartered Surveyors on the application of either party.
- 6.8.2 To produce to the Lessee on demand a copy of the Insurance Policy and a copy of the receipt for the Insurance Cost for the current year.

- 6.8.3 If the Lessee so requires to have the interest of any tenant of the Lessee or any mortgagee of the Lessor any of its tenants noted on the said policy.
- 6.8.4 If and whenever during the term the Building or any part of the Building is damaged or destroyed and if for any cause beyond the Landlord's control the rebuilding or reinstatement of the Building shall be prevented or frustrated then the sums of money payable under the insurance policy or under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force as the case may be shall be apportioned between and paid to the Lessor and the Lessee in such proportions as they shall agree having regard to the values of their respective interests in the Building on the date upon which the destruction or damage occurs and if the parties shall fail to agree on the said apportionment within three months of the date on which it becomes established that the said rebuilding is prevented or frustrated the said apportionment shall be determined by a surveyor (acting as an expert and not an arbitrator) such surveyor to be nominated in the absence of agreement by the Chairman for the time being of the Northern Ireland Branch of the Royal Institution of Chartered Surveyors on the application of either party made after the expiry of the said period of three months.
- 6.8.5 Subject to Clause 6.8.4 of this Lease in the event of the Premises or any part thereof being destroyed or damaged by any of the Insured Risks or by an event, which compensation is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force then the Lessors will pay out all monies received on foot of such insurance or compensation (other than the portion received by way of indemnity for loss of rent) as soon as practicable in or towards the building, repairing or reinstating of the Building including the Premises (the Lessors making good any deficiency out of their monies).

## **7. PROVISOS**

### **7.1 RE-ENTRY**

If and whenever during the Term:

- 7.1.1 There is a breach by the Lessee of any covenant or other term of this Lease or any documents expressed to be supplemental to this Lease.

The Lessors may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights of remedies which may have accrued to the Lessors against the Lessee in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made).

### **7.2 EFFECT OF WAIVER**

Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessors shall have waived or released temporarily or permanently revocable or irrevocable a similar covenant or similar covenants affecting any other part of the Building .

- 7.3 Either party shall be entitled at any time but not more often than once in any period of twelve months to call for a revision of the Insurance Rent Percentage by service of notice in writing on the other part and in the event of the parties failing to reach agreement, the amount of the Insurance Rent Percentage shall be determined by an expert appointed by the President for the time being of the Northern Ireland Law Society or some other person appointed by him if not agreed between the parties and such expert shall determine the Insurance Rent Percentage on the

basis of what is fair and reasonable in all the circumstances taking into consideration the rights and obligations of the parties under this Lease.

- 7.4 In case the Premises or any part thereof or the access thereto shall be destroyed or so damaged by any of the Insured Risks or by any event for which compensation is payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or any statutory re-enactment or modification thereof for the time being in force as to be unfit for occupation or use the Rent and the Service Charge and the Insurance Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained (unless the damage or destruction concerned is due to the negligence or wilful default of the Lessee) shall be suspended and case to be payable until the Premises and/or the access thereto as the case may be shall have been rebuilt or reinstated to be made fit for occupation and use.
8. The Lessor covenants with the Lessee not to use the Lessors premises for any illegal or immoral purpose.

IN WITNESS of which the deed has been executed the day and year first above WRITTEN.

### FIRST SCHEDULE

#### THE PREMISES

All that portion of the first floor of the Building at Springfield Road Belfast aforesaid shown for the purposes of identification only edged red on the Plan B attached comprising the shop units on the ground floor of the Building excluding all structural members thereof but including.

1. The paint paper and other decorative finishes applied to the interior surface of exterior walls, and
2. The floor finishes so that the lower limit of the Premises shall include such finishes but shall not extend to anything below them, and
3. The ceiling finishes so that the upper limit of the Premises shall include such finishes but shall not extend to anything above them, and
4. All additions and improvements to the Premises.
5. All pipes that or in or on and that exclusively serve the Premises.

### SECOND SCHEDULE

#### RIGHTS GRANTED

##### 1. PIPES

The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage electricity telephone and other services or supplies to and from the Premises in and through the pipes that now serve the Premises presently laid in or under or over other parts of the Building (in common with the Lessor and all other persons having a like right).

##### 2. SUPPORT

The right of support and protection for the benefit of the Premises as is now enjoyed from all other parts of the Building.

3. **ACCESS**

- 3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building.
- 3.1.1 To inspect the condition and the state of repair of those parts of the Building which the Lessor has covenanted with the Lessee to maintain and repair.
- 3.1.2 To view the state and condition of and repair and maintain the Premises where such viewing or work would not otherwise be reasonably practicable.
- 3.1.3 To carry out repairs decorations or any other works to the Premises where such work cannot be conveniently carried out without entering other parts of the Building.
- 3.1.4 To exercise any of the rights granted to the Lessee by this Lease.
- 3.2 Provided that if through the exercise of these rights the Lessee interferes with the use and enjoyment of the other parts of the Building causing loss to the Lessors or their tenants the Lessee shall compensate the Lessors fully for such loss.
- 3.3. The right of way at all times for the Lessee its tenants and Licensees on foot only to pass and re-pass over and along the areas hatched green on the Plan B attached for business purposes in connection with the Premises.

**THIRD SCHEDULE**

**RIGHTS RESERVED**

1. **USE OF PIPES**

The right to the free and uninterrupted passage and running of water sewage electricity telephone and other services or supplies from and to other parts of the Building in and through the pipes which now are or may during the Term be in under or over the Premises.

2. **CONSTRUCTION OF PIPES**

The right to construct and to maintain in or under the Premises at any time during the Term any pipes for the benefit of any other part of the Building.

3. **ACCESS**

- 3.1 The right at any time during the Term and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) other parts of the Building.
- 3.1.1 To inspect the condition and the state of repair of the Premises.
- 3.1.2 To inspect cleanse connect to repair remove replace with others alter or execute any works whatever to or in connection with the pipes easements or services referred to in paragraphs 1 and 2 of this Schedule.
- 3.1.3 To view the state and condition of and repair and maintain the Building where such viewing or work would not otherwise be reasonably practicable.

- 3.1.4 To carry out work or to anything whatever comprised within the Lessors' obligations in this Lease.
- 3.1.5 To carry out repairs decorations or any other works to other parts in the Building where such work cannot be conveniently carried out without entering the Premises.
- 3.1.6 To exercise any of the rights granted to the Lessors by this Lease.
- 3.2 Provided that if through the exercise of these rights the Lessors interfere with the use and enjoyment of the Premises or by the Lessee or its tenants or undertenants or any of them causing loss to the Lessee or such tenants or undertenants the Lessors shall compensate the Lessee and such tenants or undertenants fully for such loss.

**4. SUPPORT PROTECTION ETC.**

The rights of light air support protection shelter and all other easements and rights now or after the date of this Lease belonging to or enjoyed by other parts of the Building.

**5. SCAFFOLDING**

The right to erect scaffolding for the purposes of repairing cleaning or decorating the exterior of the Building notwithstanding that such scaffolding may temporarily interfere with the access to or enjoyment and use the Premises provided that such interference is for the minimum reasonable period and that access to the Premises is not significantly affected thereby.

**SIGNED SEALED and DELIVERED**  
by the said **ARTHUR ROONEY** and  
**ANTHONY ROONEY** in the presence of:

*Cisely P. Lute*  
*5 Lincolnton*  
*Belfast*

*Arthur Rooney*  
*Anthony Rooney*

**PRESENT** when the Common Seal of  
**CLONARD RESIDENTS ASSOCIATION**  
was affixed hereto:

*Margaret Johnston*

