

Dated the day of 2022

ST. VINCENT'S HEALTHCARE GROUP

(Landlord)

and

HEALTH SERVICE EXECUTIVE

(Tenant)

**299 YEAR LEASE
NMH SITE
ST VINCENTS CAMPUS
DUBLIN 4**

or kind from time to time used or intended to be used for conducting or for the passage of Utilities

“Equipment”

all plant equipment machinery and apparatus used from time to time in connection with the Campus Common Areas and for the benefit of the Campus or any part thereof (except such as solely serve and are within the Premises and are not part of a common system or apparatus maintained by the Landlord)

“Campus”

the lands and premises with the buildings now or hereafter thereon situate at St Vincent’s Campus as edged [blue] on Plan No. 1 annexed hereto together with such alterations improvements extensions and additions or reductions exclusions or alterations which the Landlord confirms from time to time but excluding so much of the Campus that relates exclusively to St. Vincent’s Private Hospital or access roads exclusively serving to St. Vincent’s Private Hospital provided that any alterations to the Campus do not adversely affect the rights granted to the Tenant in the Second Schedule to this Lease.

“Campus Common Areas”

all boundary walls, fences, roads, footpaths, cycle paths, pedestrian ways, circulation areas, lighting, planted or landscaped areas, water features, architectural features ponds, lakes, security buildings, facilities and compounds, traffic islands and all other areas amenities facilities structures apparatus Equipment or items serving the Campus generally and which may from time to time be available for use by the public or which are from time to time provided or designated by the Landlord at its reasonable discretion for the benefit of some or all of the occupiers in the Campus and/or any Nearby Premises and all persons expressly or by implication authorised by them **BUT PROVIDED ALWAYS** that if the Landlord shall cause or permit any alterations extensions additions or reductions in or to the Campus or the Nearby Premises or in or to the buildings or any structures or works built or erected or to be built or erected therein or thereon which shall in any way alter extend add to or reduce the Campus Common Areas as currently or subsequently envisaged or any part thereof then the definition of the Campus Common Areas shall as and where necessary be modified accordingly

“Existing Hospital”

means St Vincent’s University Hospital operated on the Campus by the Landlord

“Force Majeure”

means war, civil commotion, strike, lock-out, labour dispute, shortage of labour and materials, acts of God, restrictions or restraints of any court or any governmental body or authority, exceptionally inclement weather, loss or damage by fire or other risks or perils, pandemic, epidemic, public health crisis, any unforeseen delays due to shortage of labour or materials or any further or other event or circumstance beyond the reasonable control of the Tenant

“Gross Internal Area”

has the same meaning as in the Measuring Code and for the purposes of this Lease reference to this expression means

the Gross Internal Area as determined by the Landlord's Surveyor from time to time

- “Group Company”** means an undertaking which from time to time belongs to the same group of companies (as defined in Section 8 of the Companies Act 2014) as the Landlord.
- “Independent Expert”** means such party either agreed between the Landlord and the Tenant to determine a dispute where specified in the Lease or on the application of either party to the President for the time being of the Law Society of Ireland to determine a dispute with such person having at least 10 years experience in the Irish commercial property market
- “Insured Risks”** Loss or Damage by fire, flooding, water, storm, tempest, lightning, riot, civil commotion, explosion, earthquake, subsidence, impact, malicious damage, aircraft and articles dropped therefrom or bursting or overflowing of water tanks, apparatus or pipes, plate glass, glass, public liability and such further risks and perils as a prudent owner and occupier reasonably and in the interests of good estate management would from time to time consider prudent including without limitation insurance against third party employers and public liability subject in the case of each and all such risks and perils to the availability of insurance cover against the same and subject to such terms and conditions as insurance cover against each and all such risks and perils is generally available
- “Landlord Area”** means that part of the Premises to be constructed by the Tenant for the exclusive use of the Landlord comprising an area of approximately [•] and shown coloured [•] on the plan numbers [•] annexed hereto which area is also defined in the Operating Licence as **“SVHG Areas”**
- “Landlord Shared Area”** means that part of the Premises to be used by the Landlord in accordance with this Lease and by the Landlord and the Tenant and nominees of the Tenant pursuant to the Operating Licence and shown coloured [•] on plan numbers [•] annexed hereto which area is defined in the Operating Licence as **“Shared Areas”**
- “Landlord’s Surveyor”** means such surveyor that the Landlord appoints from time to time for the purpose of this Lease
- “Loss or Damage”** (extends to) the full reinstatement or replacement cost of the building or thing insured and including an inflationary factor architects surveyors and other professional fees demolition and site clearance expenses and all other fees and payments of whatever nature necessary or in contemplation in respect of the effecting of the said reinstatement or replacement including VAT on all or any part thereof including all planning fees payable on any planning or building regulations application and all stamp duties exigible on any building or like contract entered into relative to such reinstatement or replacement.

“Long Stop Date”	means [April 202[•]] ¹ .
“Measuring Code”	means the Measuring Practice Guidance Notes issued by the Society of Chartered Surveyors Ireland 2007;
“Month”	means a calendar month
“National Maternity Hospital”	means the proposed hospital to be constructed on the Premises in accordance with the Planning Permission for the purpose of the provision of public maternity services and to provide the Landlords Area and the Landlords Shared Area for the benefit of the Existing Hospital
“Nearby Premises”	all land adjoining or neighbouring or in the vicinity of the Premises or the Campus (including without limitation the remainder of the Campus as well as the Campus Common Areas) and any buildings now or hereafter to be erected thereon or on some part thereof and any part or parts of the said adjoining or neighbouring land and the said buildings now or hereafter to be erected thereon.
National Maternity Hospital Area	means that part of the Premises to be used by the Tenant and nominees of the Tenant pursuant to the Operating Licence for the Permitted Use and shown coloured [•] on plan numbers [•] annexed hereto and which area is described in the Occupational Licence as the “NMH Areas”
“Option Agreement”	means an option granted by the Landlord to the Tenant to acquire the Landlord’s freehold interest in the Premises in accordance with the provisions of the Option Agreement.
Operating Licence	means the operating licence in a form approved by the Landlord to be entered into by the Tenant of the first part and the Landlord and The National Maternity Hospital at Elm Park DAC of the other part in relation to the operation of the National Maternity Hospital, the Landlord Shared Area and the Landlord Area.
"Overhangings"	means all gables, eaves, gutters, spouts, downpipes and similar structures attached to the Premises and overhanging or projecting into the air space of the Campus.
“Party Structures”	any part of the buildings for the time being on the Premises which is common to any other building or part of a building forming part of the Campus.
“Permitted Use”	in relation to the National Maternity Hospital Area as a public hospital primarily for the provision of all clinically appropriate and legally permissible healthcare services, including research, by a maternity, gynaecology, obstetrics and neonatal hospital, and a range of related health services in the community and any other public healthcare service or services;

¹ The date 5 years from the date of the lease to be inserted.

in relation to the Landlords Area and the Landlords Shared Area for the provision of public health facilities for the Existing Hospital and services ancillary thereto and for no other purpose;

provided always that the Permitted Use does not preclude the provision of any private healthcare services relating to the above uses which are permitted or envisaged by the public consultants contracts.

“Pharmacy” means a facility which stores, prepares and dispenses medicine to the hospitals on the Campus.

“Planning Permission” means An Board Pleanála Order Reference No 29S.PA0049 and such variations to same as may be permitted from time to time which have been approved by the Landlord only where such consent is required by this Lease.

“Planning Acts” the Planning and Development Acts, 2000 to 2020 and all regulations, instruments and orders made from time to time thereunder and all amendments, additions and substitutions thereof and the Building Control Act 1990 and 2014 and all regulations, instruments and orders made from time to time thereunder and all amendments, additions and substitutions thereof.

“Premises” the premises more particularly described in the First Schedule hereto.

"Rent" €850,000 per annum or such revised rent as may be payable in accordance with the provisions of this Lease from time to time.

Restated Grant Agreement The agreement entered into by the Tenant and the Landlord in or around the date hereof with respect to capital grants advanced by the Tenant to the Landlord with respect to certain Works on the Campus.

"Retained Premises" means all and every part of the Campus other than the Premises for the time being and without prejudice to the generality of the foregoing including:

- (a) The Equipment and all rooms or areas (not being within the Premises) which contain the Equipment in or serving the Campus or any part of it
- (b) The Conduits (other than those that serve only the Premises) in or serving the Campus or any part of it
- (c) All landscaped and planted areas gates barriers boundary walls and fences entrance and exit ways common or directional signs and notice boards in or serving the Campus or any part of it.

Review Date	means the 10 th anniversary of the commencement of the Term and each subsequent 10 years.
“Service Areas”	means those parts of the Campus comprising from time to time service areas, loading and unloading areas, common refuse/waste management areas and facilities in each case for the purposes of servicing of or deliveries to the Campus or any part of it, but excluding the Premises.
“Services”	the services as listed in the Fourth Schedule.
“State Authority”	a Minister of the Government of Ireland, the Commissioners of Public Works in Ireland, a state body of the Irish State or a statutory agency of the Irish State with responsibility for the provision of public health care services
“State Tenant”	any Tenant comprising a State Authority
"Term"	299 years from the Term Commencement Date
"Term Commencement Date"	[April 2022]
“Utilities”	water tanks soils and waste of all kinds gas electricity telecommunications heating and ventilation systems and air conditioning (if any) internal telephone and other communication systems wireless television telegraphic systems broadband waste disposal systems and other services (including any plant machinery apparatus and equipment to operate or required for the Utilities).
“VAT”	means Value Added Tax payable in accordance with the provisions of the Value Added Tax Consolidation Act 2010 as may be amended from time to time.
“Works”	means the construction of the National Maternity Hospital including the Landlord Areas and the Landlord Shared Areas and related works in accordance with the Planning Permission and the Specification.

2 INTERPRETATION

In this Lease:

- 2.1 where the Landlord or any person authorised by the Landlord exercises any right in this Lease to enter the Premises then unless otherwise provided in this Lease the person exercising that right will use its reasonable endeavours to do so in a manner which minimises the inconvenience so far as reasonably practicable in the circumstances to the Tenant and will make good any physical damage thereby caused to the Premises or any fixtures or fittings or goods or property in the Premises but will not be liable for any payment or compensation;
- 2.2 where the Tenant or any person authorised by the Tenant exercises any right in this Lease to enter the Landlords Area or the Retained Premises then unless otherwise provided in this Lease the person exercising that right will use its reasonable endeavours

to do so in a manner which minimises the inconvenience so far as reasonably practicable in the circumstances to the Landlord and will make good any physical damage thereby caused to the Premises or any fixtures or fittings or goods or property in the Retained Premises but will not be liable for any payment or compensation.

- 2.3 reference in this document to "this Lease" shall mean this document (including the Schedules hereto) whether it is strictly a lease or an underlease or a document granting an inferior leasehold interest and references to this Lease shall include any deed agreement licence memorandum or other document intended to be supplemental to this Lease;
- 2.4 any Index, Clause and paragraph headings shall not affect the construction of this Lease but are for reference purposes only;
- 2.5 if the Tenant for the time being hereunder shall be more than one person or company or a combination of a person/persons and/or of a company/companies the covenants and obligations in this Lease entered into by the Tenant shall be deemed to be made and entered into jointly and severally;
- 2.6 references to any statute or regulation shall be deemed to include any amendment modification replacement or re-enactment thereof for the time being in force and references to any statute shall be deemed to include every statutory instrument order direction regulation permission licence consent condition scheme and matter pursuant to any such statute;
- 2.7 the "Term" as defined in Clause 1 hereof shall extend to and include also any new Lease granted by agreement between the Landlord and the Tenant and not pursuant to a statutory right of renewal (but so that where this Lease is properly determined prior to the expiry of the fixed term hereby granted then "the Term" shall mean the term up to the date of such determination and expressions such as "the last year of the Term" shall be construed accordingly);
- 2.8 any reference in this Lease to the masculine gender shall include reference to the feminine gender and vice versa and any reference to neuter gender shall include the masculine and feminine genders and vice versa and reference to the singular shall include reference to the plural and vice versa;
- 2.9 if any term or provision of this Lease shall be held to be illegal or unenforceable in whole or in part such term or provision shall be deemed not to form part of this Lease and the validity and enforceability of this Lease shall not otherwise be affected;
- 2.10 rights enjoyed by the Tenant are (unless otherwise expressly provided in this Lease) enjoyed also in common with the Landlord and all persons authorised by the Landlord and are to the benefit also of any undertenants or occupiers of the Premises or any part of them and any persons authorised from time to time by the Tenant or any such undertenants or occupiers;
- 2.11 any reference to a clause or schedule shall be a clause of or schedule to this Lease and the schedules shall be deemed to form part of this Lease.

3 RECITALS

- 3.1 The Landlord operates the Existing Hospital on the Campus and the Retained Lands.

- 3.2 The Tenant is a statutory body with responsibility for the provision of healthcare services in Ireland and supports hospitals providing public health care facilities, including the Landlord in the operation of the Existing Hospital.
- 3.3 The Tenant has recently approached the Landlord in relation to the establishment and construction of a National Maternity Hospital to be constructed on the Premises in accordance with the Planning Permission and has requested that the Landlord make the Premises available for this purpose.
- 3.4 The Landlord has agreed in supporting the proposal for the co-located National Maternity Hospital with the Existing Hospital on the Premises represents significant health benefits to the provision of public maternity services in Ireland, benefits the Existing Hospital in particular in relation to the provision of the Landlords Areas and the Landlords Shared Areas and has agreed to make the Premises available for at the request of the Tenant to do so in accordance with the provisions of this Lease.
- 3.5 The Landlord and the Tenant recognise that as part of the design of the National Maternity Hospital that the Landlords Area and the Landlords Shared Area have been designed to give the maximum efficiencies for both the Existing Hospital and the National Maternity Hospital and that these areas are critical for the operation of the Existing Hospital. The Tenant has agreed to give certain assurances in this Lease to ensure that the Landlord's use of these areas will always be available to the Landlord.
- 3.6 The Landlord, to assist the preliminary works required to commence the development of the National Maternity Hospital has agreed, in a separate agreement, to remove certain buildings from the Premises.

4 DEMISE

In consideration of the rents hereinafter reserved and the covenants on the part of the Tenant reserved by or contained in this Lease, the Landlord HEREBY DEMISES unto the Tenant ALL THAT the Premises TOGETHER with the rights specified in the Second Schedule hereto but subject as therein stated EXCEPTING AND RESERVING unto the Landlord and any persons authorised from time to time by the Landlord the rights specified in the Third Schedule hereto AND SUBJECT to all exceptions reservations and to all rights of entry or other rights excepted or reserved in this Lease TO HOLD the same unto the Tenant for the Term YIELDING AND PAYING therefor unto the Landlord during the Term from the Term Commencement Date yearly the sum of [•] (or such revised rent as determined in accordance with the Fifth Schedule) the same is to be paid quarterly in advance on 01 January, 01 April, 01 July and 01 October in each year without any deduction set-off or counterclaim whatsoever the first payment to be made on the execution hereof provided always that the yearly rent shall be abated to €10 per annum for so long as each of the following conditions are complied with;

- (a) the Tenant (or another State Authority with primary responsibility for the funding of Public Hospitals and the provision of public healthcare facilities) remains the tenant under the Lease;
- (b) the Lease is not assigned without the consent of the Landlord;
- (c) there is no change to the Permitted Use without the consent of the Landlord;
- (d) the Premises is actively used, throughout the Premises, for the provision of public health services save for any reasonable period of non-use due to repair reinstatement or other bona fide reason that means the Premises cannot be used temporarily for the Permitted Use;
- (e) the Tenant does not abandon use of a substantial part or all of the Premises;
- (f) the Tenant does not exercise a right pursuant to the Landlord and Tenant Acts to (i) extend the term of the Lease (ii) acquire a reversionary lease or (iii) seek to acquire the Landlords interest.

5 TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord throughout the Term as follows:

5.1 Rent

To pay the Rent or the revised rent payable as determined from time to time in accordance with the provisions of the Fifth Schedule and the other sums reserved or made payable by this Lease at the times and in the manner provided in this Lease in each case without any deduction abatement set-off or counterclaim.

5.2 Rates, Taxes and Outgoings and comply with supply requirements

5.2.1 Punctually to pay and discharge all existing and future rates taxes assessments duties charges impositions and outgoings whatsoever whether imposed by statute or otherwise and whether of a national or local character and whether of the nature of capital or revenue which are now or may hereafter during the Term be assessed charged or imposed upon the Premises or upon the Landlord (other than Landlord's capital or income taxes or tax payable by the Landlord occasioned by the disposal of this Lease) or the occupier thereof in respect of the Premises or any services or Utilities deemed to be supplied thereto and to indemnify the Landlord against the same (whether arising from a liability at law or not) and against any expenses (legal or otherwise) in connection therewith PROVIDED THAT if any such rates taxes assessments duties charges impositions or outgoings as aforesaid are or at any time during the Term shall be charged assessed or imposed in respect of the Premises in common with other premises and not separately the Tenant will on demand pay to the Landlord or as it directs a due proportion thereof to be reasonably determined by the Landlord.

5.2.2 To pay for all gas electricity fuel refuse services and other Utilities supplies and services used or consumed on or in connection with the Premises together with all metered water charges in respect of the Premises and all charges for meters and telecommunications equipment (including rental and cost of use) and all refuse and waste charges levied or payable in respect of the Premises and to comply with the requirements and regulations of the statutory authorities or other supply companies with regard to any waste management measures, Conduits, installations or equipment relating to any such Utilities supplies and services (including sprinkler systems) within the Premises and to indemnify the Landlord against any non-payment or breach thereof.

5.3 Stamp Duty and VAT

Save in the case of a State Tenant to file a stamp duty return and pay any stamp duty arising on this Lease.

To pay any VAT arising to the account of the Landlord upon the grant of this Lease or any payments to be made by the Tenant pursuant to the provisions of the Lease.

The Landlord reserves the right to exercise the option to tax the rents and other payments payable by the Tenant pursuant to the provisions of this Lease for the purpose of Section 97 of the VAT Act and the Tenant confirms its agreement to such option subject only to the Landlord serving written notice by the Landlord of its intention to do so.

5.4 Statutory Requirements

To do all acts and things on or in respect of the Premises or in respect of the user or occupation thereof (whether required to be done or executed by an owner or by the owner tenant or occupier) as under or by virtue of any Act or the requirements or directions of any local or other competent authority are or shall be directed or necessary to be executed or provided or maintained or done.

5.5 Comply with the Planning Acts

5.5.1 To comply with all requirements of or under the Planning Acts which affect or relate to the Premises or the user thereof or any development thereto or thereon.

5.5.2 If and when called upon so to do to produce to the Landlord all such plans documents disks and evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this clause have been complied with in all respects including an opinion on compliance with the relevant Planning Permission and with the Planning Acts, and Fire Officers requirements where applicable from a duly qualified and suitably experienced Architect or Engineer.

5.5.3 Not to make an application for a planning consent without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) where the development proposed in such application would materially and adversely impact on the Landlords use of the Existing Hospital, the Landlords Area or the Landlords Shared Area.

5.6 To maintain and repair

5.6.1 To keep in good order repair and condition and renew where appropriate the external parts (including structural parts) of the Premises and each and every part thereof and the exterior and structural parts of all buildings and structures from time to time on the Premises together with all external fixtures fittings plant machinery and equipment from time to time on or serving the Premises.

5.6.2 Not to deposit or permit to be deposited any rubbish or refuse upon any unbuilt upon part of the Premises (other than in such areas as may be designated for this purpose).

5.6.3 To keep clean and tidy the Premises and every part thereof, as often as is necessary and appropriate.

5.7 Paint and maintain

To keep and maintain the exterior of the Premises and all external parts of the buildings and structures from time to time on the Premises in good decorative order and condition.

5.8 Alterations

5.8.1 Not to carry out any alterations to the structure or external parts of the Premises without the consent of the Landlord such consent not to be unreasonably withheld or delayed and the Landlord shall not withhold consent in circumstances where the proposed alterations do not materially affect the use of the Existing Hospital, the Landlord Areas or the Landlord Shared Areas.

5.8.2 Not to carry out any alterations to the Landlord's Area or the Landlords Shared Area without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

5.9 Conduits

5.9.1 Not to do anything which causes any obstruction in or damage to any Conduits or Utilities in or serving the Campus nor discharge therein any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance.

5.9.2 To take all necessary care and precautions to avoid frost damage or water damage to any other part of the Campus by reason of bursting or overflowing of any conduit tank or water apparatus in on under or over the Premises.

5.10 Use as a public hospital

The Tenant covenants

- (a) to use the Premises, once constructed, for the Permitted Use;
- (b) to equip the Premises in order that the Premises operates the National Maternity Hospital substantially in accordance with the specification annexed at the Seventh Schedule;
- (c) to ensure that the Premises is maintained and operated in such a manner to ensure that the Landlord can use the Landlord Areas and the Landlord Shared Areas at all times;
- (d) not to close any part of the Premises which materially impacts access to the Landlord Areas and the Landlord Shared Areas other than temporarily for repair without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed; and
- (e) to operate the Premises for the Permitted Use in a manner that does not materially inhibit or interfere with the Landlords operation of the Existing Hospital or use of the Retained Premises or St. Vincent's Private Hospital.

5.11 Change of Use

The Tenant acknowledges that the Landlord has at the request of the Tenant, granted the within lease for the purpose of the development of the National Maternity Hospital as a co-located facility with the Existing Hospital and that the Permitted Use represents a critical operation for the benefit of the Existing Hospital.

The Tenant covenants not without the prior consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) to use or to permit or suffer or allow

the Premises or any part or parts thereof to be used for any purpose other than the Permitted Use and at all times to carry on the Permitted Use to a high quality standard and tone so as to protect the standing appearance and prosperity of the Campus as a whole and the operation of the Existing Hospital and the Retained Premises.

The Tenant acknowledges that the Landlords Area and the Shared Areas have been designed and incorporated for the benefit of the Existing Hospital and that that it shall be reasonable for the Landlord to withhold consent for any application for a change of use of such areas which materially affect the Existing Hospital or materially affects the Landlords use of such areas.

5.12 To comply with Regulations

To comply with such reasonable rules and regulations as the Landlord may from time to time make or give or authorise for the orderly convenient and proper operation management security and maintenance of the Campus as a whole or any part or parts thereof or for the control of the Campus Common Areas and in accordance with the principles of good estate management.

5.13 Nuisance

Not to do or bring or allow to be brought into or upon any part of the Premises any act item or thing which shall or may be or become a nuisance or cause material damage or material disruption to the Landlord or their respective tenants or licensees or to the owners lessees or occupiers for the time being of any Nearby Premises or which may harm or be injurious to the value tone amenity or character of the Campus.

5.14 Not to invalidate Insurance

5.14.1 Not by act or omission to do anything which may invalidate any insurance effected in respect of any Nearby Premises or which may cause any increased or additional premium to become payable in respect thereof and forthwith to pay or repay on demand in writing to the Landlord or as it may direct all sums paid by way of increased or additional premiums and all reasonable expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this covenant.

5.14.2 In the event of any Nearby Premises or any part thereof being damaged or destroyed by any of the Insured Risks at any time during the Term and the insurance money under any policy of insurance effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of or on the part of the Tenant or the Tenant's servants agents, licensees or invitees the Tenant will forthwith pay to the Landlord or as it may direct the whole or as the case may be a fair proportion of the cost of rebuilding and reinstating the same.

5.15 Tenant's Insurance

5.15.1 To effect and to maintain in force throughout the Term insurance of the Premises and all additions alterations and improvements to the Premises and all fixtures fittings plant machinery and equipment thereon or therein in an insurance office of repute against Loss or Damage by the Insured Risks in the full reinstatement cost thereof and to repair and reinstate the Premises in a good and substantial manner following Loss or Damage by the Insured Risks.

- 5.15.2 To effect and to maintain in force throughout the Term insurance in respect of the Premises and the use of the Premises against liability to third parties or injury to or death of any person or damage to any property.
- 5.15.3 To maintain in force throughout the Term appropriate and adequate employers liability insurance in respect of all persons working at the Premises.
- 5.15.4 To produce to the Landlord on request the insurance policies referred to in this clause 5.15 or evidence from the insurers of the terms of the policies and details of cover and conditions and the receipt for the current premium.
- 5.15.5 To indemnify and keep the Landlord fully and effectually indemnified from and against any claim loss injury or damage which the Tenant is obliged to insure against under this clause 5.15.

PROVIDED ALWAYS that for so long as the Tenant is a State Authority, it may self-insure for the insurance requirement referred to at clauses 5.15.1, 5.15.2 and 5.15.3 above.

5.16 Loading, Unloading and Deliveries

Not to permit or allow any service or delivery vehicles belonging to the Tenant or any persons calling to the Premises to stand or park on any of the Campus Common Areas except for the unloading areas designated by the Landlord for use for this purpose for the benefit of the Premises and then only for so long as is necessary.

5.17 No Obstructions etc.

5.17.1 Not to place or leave anything in or on the Campus Common Areas or otherwise obstruct the Campus Common Areas and:

4.16.1(1) not to allow the Tenant's employees, directors agents, servants or suppliers or other persons resorting to the Premises to obstruct the Campus Common Areas;

4.16.1(2) not to obstruct access to any of the Equipment or Conduits of or serving the Campus or any part thereof.

5.17.2 Not to do or permit to be done by any person under its control or acting with its authority anything whereby the Campus Common Areas or areas over which the Tenant may have rights of access or use may be damaged or the fair use thereof by others may be obstructed or interfered with in any manner whatsoever and not to park any vehicles of any description upon any road or open area within the Campus.

5.17.3 Not to permit suffer or allow any persons visiting using or working in the Premises to park any motor vehicles in any part the Campus save for the Car Park or such other area of the Campus designated by the Landlord.

5.18 Alienation

5.18.1 Not without the prior consent of the landlord to assign or underlet the Premises prior to the Tenant constructing and procuring the operation of the National Maternity Hospital in accordance with the provisions of this Lease. The Tenant acknowledges that the Lease has been granted to it solely for the purpose of the development of the National Maternity Hospital and the Permitted Use.

5.18.2 Not without the prior written consent of the Landlord to assign the entire or underlet the entire of the Premises without the prior written consent of the Landlord such consent not to be unreasonably withheld where the proposed assignee/under tenant can demonstrate to the Landlords reasonable satisfaction that it can operate the National Maternity Hospital in accordance with the provisions of this Lease provided always that the Landlord's consent is not required to assign the Lease to a State Authority with primary responsibility for the funding and provision of public hospitals and hospitals providing public health services.

5.18.3 Not without the prior consent of the Landlord to assign, underlet or licence part only of the Premises such consent not to be unreasonably withheld or delayed.

5.18.4 In the case of an underlease to procure that the under-lessee shall be bound to perform and observe all the covenants (other than that for the payment of the Rent) and conditions contained in this Lease.

5.18.1 Within twenty eight days of every such assignment transfer under-lease or other disposal the Tenant shall give notice thereof in writing with particulars to the Landlord's Solicitors or Agent and shall furnish them with a certified copy of such instrument or other evidence of devolution of title.

5.18.2 To enforce at the Tenant's own expense the performance and observance and observance by every underlessee or other occupier of the covenants provisions and conditions of the under-lease or other agreement.

5.19 Disposal of Refuse

5.19.1 To comply with all reasonable regulations as the Landlord may from time to time make with regard to the storage treatment management and disposal of refuse and also to comply with all requirements of any competent authority as to such storage treatment management and disposal.

5.19.2 To operate and maintain a suitable and efficient system for the collection storage management and disposal of refuse from the Premises.

5.20 Pay Costs

To pay all proper and reasonable costs and expenses incurred by the Landlord (including managing agents, legal and surveyor's fees and the fees of other consultants) attendant upon or incidental to every application made by the Tenant for a consent approval or licence under or by virtue of this Lease whether the same be granted or refused with reasonable cause or proffered subject to any lawful and reasonable qualifications or conditions or whether the application be withdrawn.

5.21 Not to allow registration to lapse

In the event that the Tenant is a company within the meaning of the Companies Acts 2014 to maintain its registration in the Companies Office and not to permit same to lapse or to be struck off the Companies Register.

5.22 Building Covenant

5.22.1 At its own cost;

- (a) to use reasonable endeavours to commence construction of the National Maternity Hospital on the Premises within 3 years (or such longer period as the parties shall agree) from the date hereof;
- (b) once commenced to use reasonable endeavours to proceed with all reasonable speed to complete construction in a good substantial and workmanlike manner with good quality materials, in accordance with the Planning Permission and all relevant planning permissions, consents and approvals and the conditions set out in the Sixth Schedule within 5 years from commencement of the works (or such longer period as the parties agree);
- (c) to equip the National Maternity Hospital on the Premises and commission all necessary equipment substantially as per the specification annexed to the Seventh Schedule;
- (d) grant the Operating Licence on completion of the construction of the National Maternity Hospital; and
- (e) operate or procure the operation of the National Maternity Hospital as a public hospital in accordance with the provisions of this Lease.

5.22.2 Where the Tenant has not;

- (a) commenced the construction of the National Maternity Hospital by the Long Stop Date (or such longer period that the parties may agree where the works have not commenced due to a delay arising from matters outside the reasonable control of the Tenant); or
- (b) where the Tenant has commenced construction of the National Maternity Hospital before the Long Stop Date but subsequently abandons progressing the construction of the National Maternity Hospital,

the Tenant shall surrender this Lease and remove such works as have been carried out on the Premises where requested to do so by the Landlord at the cost of the Tenant.

5.22.3 For the purpose of this Clause 5.22.2 and this 5.22.3;

“commenced construction” shall mean that the Tenant has appointed a main contractor to construct the National Maternity Hospital and the main contractor is on site and has commenced the construction works.

“abandoned” means that the Tenant has ceased construction works (other than due to an event of Force Majeure) and fails to recommence construction within 24 months of the date of cessation of the construction works.

- (a) In the event of a cessation of the construction works (other than for an event of Force Majeure which has prevented the progressing of the works) that subsists for 24 months, the Landlord may (without prejudice to any other right under the Lease) call on the Tenant in writing to recommence the construction works within 12 months and failing the recommencement of the construction works, the Landlord shall deem the Lease to be abandoned.

- (b) Upon receipt of such a notice the parties shall meet as soon as reasonably practicable thereafter to discuss the reasons that the construction has ceased to establish whether the construction works will recommence within 12 months or whether in fact the Tenant has abandoned the works.
- (c) In the event of a dispute where the parties are unable to agree whether or not the Tenant has abandoned the Works either party may refer the matter to an Arbitrator to be appointed in accordance with Clause 7.6 whose decision shall be binding on the parties.

Where the Arbitrator determines that the Tenant has abandoned the construction works and the works have not recommenced as set out above, the Tenant shall surrender the Lease in accordance with Clause 5.22.2 as soon as reasonably practicable after such determination.

5.23 Compliance with Title Covenants

The Tenant shall comply with such title covenants which bind the Premises as have been disclosed by the Landlord to the Tenant prior to the date of this Lease.

5.24 Right of First Refusal

Where the Operating Licence is validly terminated by the Tenant in accordance with its terms, and the Tenant proposes granting an operating licence or other agreement to another party of the Premises (without prejudice to the rights of the Landlord under this lease) to offer to the Landlord a right of first refusal to enter into an operating licence on such terms as the Tenant has agreed with such a third party and to give the Landlord a period of 60 days to consider such offer.

5.25 Yield Up

To yield up the Premises upon the expiry of the Term or earlier determination thereof in compliance with the Tenant's obligations pursuant to this Lease and in a safe condition. The Landlord agrees that a dilapidations or other works claim will not be served by the Landlord on the Tenant on the expiry or earlier determination of the Term.

5.26 Indemnity

To keep the Landlord fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising;

- (i) directly or indirectly out of any negligent act or omission of the Tenant or any persons on the Premises expressly or impliedly with the Tenant's authority; or
 - (ii) from the use of the Premises (which, for the avoidance of doubt shall include any plant or machinery the Tenant may be permitted to install in the Premises); or
 - (iii) from any breach of the Tenant's covenants or the conditions or other provisions contained in the Lease due to any negligent act or omission of the Tenant,
- save to the extent that such actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arise from, are contributed to and/or are caused by a negligent act of the Landlord.

5.27 Landlord Remedies

The Tenant acknowledges that where the Tenant is in breach of a covenant in this Lease that the Landlord may avail of such legal remedies available to it in seeking to compel the

Tenant to remedy such breaches, to prevent an ongoing breach or to recover damages for losses arising from such breaches.

6 LANDLORD'S COVENANTS

6.1 Quiet Enjoyment

The Landlord hereby covenants with the Tenant that so long as the Tenant pays the rents and observes and performs the covenants and the conditions of this Lease the Tenant may hold and enjoy the Premises and the rights hereby granted peaceably during the Term without any unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

6.2 Services

Subject to the Tenant making a contribution to the cost of the provision of the Services, the Landlord hereby covenants that the Landlord will carry out and provide or to procure the carrying out and provision of the Services in accordance with the principles of good estate management provided nevertheless that:-

6.2.1 In performing its obligations under this Lease the Landlord shall be entitled to employ agents, managers and contractors (including independent contractors) or such other persons as the Landlord may from time to time reasonably think fit and to buy hire rent or acquire on hire purchase or by way of lease any plant equipment machinery or other capital items required for or in connection with the Services.

6.2.2 The Landlord shall be entitled at its discretion to cease to provide or vary any of the Services if any such Service shall in the reasonable opinion of the Landlord cease to be for the benefit of the Campus or any part thereof or become obsolete or redundant PROVIDED ALWAYS that such cessation does not materially affect the Tenant's use of the Premises.

- 6.2.3 The Landlord shall not be liable for any failure or delay in carrying out or providing any of the Services if such failure or delay is due to war, civil commotion, terrorism, strike, lock-out, labour dispute, shortages of labour or materials, inclement weather, default or delay on the part of contractors, loss or damage by any of the Insured Risks, repairs or maintenance or any works on or to the Campus or any part thereof or non-compliance by any other tenant or occupier of the Campus with the obligations imposed on that tenant or occupier by the relevant lease or other agreement provided that the Landlord has used its best endeavours to minimise any such failure or delay or if any such failure or delay is due to any other cause or circumstance beyond the reasonable control of the Landlord
- 6.2.4 The Landlord shall be entitled to recover from the Tenant a contribution to the costs of the Landlord for providing the Services to be calculated based on the proportion by which the Gross Internal Area of the building on the Premises bears to the aggregate Gross Internal Area of all buildings on the Campus (including the Premises) (the "Service Charge"), such contribution to be collected on a quarterly basis or on such other basis as the Landlord reasonably determines provided that the Tenant is furnished with vouching evidence of the said costs with any demand for payment.
- 6.2.5 The Landlord shall cause an account of the Service Charge to be prepared by the Landlord's accountant as soon as practicable at the end of each year of the Term who shall certify the actual Service Charge for the relevant year (a "Certificate") which certificate shall attach vouching information for the costs incurred. A copy of the Certificate shall be provided to the Tenant as soon as practicable after the end of each year with a statement as to the balance (if any) due from the Tenant or the allowance (if any) to be given to the Tenant having regard to payments already made on account.
- 6.2.6 In the event that the Tenant disputes the Certificate and in default agreement between the parties, either party may refer the dispute to arbitration in accordance with clause 7.5 of this Lease.

6.3 Repair

The Landlord hereby covenants with the Tenant that the Landlord will keep in good order repair and condition and renew where appropriate the Campus Common Areas on the Campus from time to time subject to the Tenant making the appropriate contribution to such repairs.

6.4 Landlord Mortgaging

From the date that the Tenant has complied with its obligations under the Sixth Schedule and for a period of 20 years from such date, the Landlord (for as long as the Landlord is St Vincent's Healthcare Group DAC) hereby covenants with the Tenant not to mortgage or charge the Landlord's freehold interest in the Premises without the prior written consent of the Tenant such consent not to be unreasonably withheld or delayed save as otherwise set out in this clause.

Pending the Tenant complying with its obligations under the Sixth Schedule, where the Landlord grants a mortgage or charge over the Landlord's freehold interest in the Premises it shall notify the Tenant of the creation of such security within 30 days.

The Tenant will confirm as soon as reasonably practicable and in any event within 10 (ten) Working Days of receipt of details of the proposed lender and the general purpose of the advance.

The Tenant acknowledges that the sole reason that the Tenant agrees to refuse a consent is where in the reasonable opinion of the Tenant that the proposed lender is not considered to be reputable in the market place. The Tenant further acknowledges that as it holds its interest in the Premises pursuant to this Lease that the creation by the Landlord of security over the Landlords freehold interest in the Premises does not impact on the Tenants interest in the Premises.

In the event of any dispute in relation to whether the Tenant is unreasonably withholding consent on the basis that a lender is in the view of Tenant not reputable, either party may refer the dispute to the Independent Expert for determination.

The Tenant acknowledges that, at the date of application by the Landlord to the Tenant for consent pursuant to this Covenant 6.4, a lender shall be an acceptable lender where such lender has granted facilities to a State Authority which remain current at the date of the application for consent.

This covenant is personal to St Vincent's Healthcare Group DAC and shall not bind successors and assigns of St Vincent's Healthcare Group DAC other than a Group Company that has taken an assignment of the Lease.

This covenant will expire be effective to bind the Landlord from the date that the Tenant complies with its obligations under the Sixth Schedule and will expire 20 years after such date, or if earlier, 30 years from the date of this Lease.

The Tenant acknowledges that the Landlord has created security over its interest in the Premises and on the date of this Lease has furnished consent of its lender to the creation of this Lease.

6.5 Right of First Refusal

Where the Landlord (for long only as the Landlord is St Vincent's Healthcare Group DAC and any Group Company of St Vincent's Healthcare Group DAC (and not, for the avoidance of doubt, any successor in title) proposes to dispose, transfer, sell or assure its freehold reversion in the Premises to a third party (other than by way of mortgage), the Landlord covenants to offer to the Tenant a right of first refusal to acquire the freehold reversion on such commercial terms as are set out in the Option Agreement. In relation to the Right of First Refusal the following terms shall apply

- (a) The Tenant, as a precondition, will have complied with its obligations under the Sixth Schedule.
- (b) The Landlord shall serve a notice on the Tenant indicating the Landlords intention to dispose of the Landlords freehold interest in the Premises (the "Notice").
- (c) The Tenants shall have 30 days from the date of the Notice to confirm unconditionally that it will acquire the freehold interest (the "Purchase Notice") upon the terms and conditions set out in the Option Agreement and shall complete the purchase within 90 days thereafter.
- (d) The sale of the freehold interest shall be subject to the rights and reservations set out in the Option Agreement reserved to the Landlord in relation to the continued use and enjoyment of the Landlord Areas and

Landlord Shared Areas together with the exceptions and reservations set out in this Lease;

- (e) Where the Tenant fails to serve a Purchase Notice within 30 days of the Notice, or where having served the Purchase Notice fails to complete the purchase within 90 days the Landlord shall be free to retain or sell the freehold interest without further recourse to the Tenant and this right of First Refusal shall have no other force or effect.
- (f) The Right of First Refusal shall only apply to the Premises and no other property of the Landlord.
- (g) This Right of First Refusal shall not be applicable in the following circumstances;
 - (i) Where the proposed transfer is to a Group Company save that the right will continue to bind a Group Company;
 - (ii) Where the proposed sale is effected by a secured lender by way of mortgagee or receiver;
 - (iii) After the date which is 20 years from the date that the Tenant has complied with its obligations under Schedule Sixth or if later 30 years from the date of this Lease whereupon the right will expire;
- (h) The obligation on the Landlord under this Clause 6.4 is personal to St Vincent's Healthcare Group DAC and not for the avoidance of doubt any successor in title other than a Group Company that has acquired the freehold interest.

6.6 Change in Control

The Landlord, for as long only as it is St Vincent's Healthcare Group DAC (and not for the avoidance of doubt any successor in title) covenants to comply with its obligations in accordance with Clause 23 of the Operating Licence for as long as the Operating Licence is in force and any similar provisions in any service level agreements in existence with St Vincent's Healthcare Group DAC to procure that there shall be no Change in Control in the Landlord without the consent of the Tenant.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

7

7.1 Service of Notices

In addition to any other prescribed mode of service any notices requiring to be served hereunder shall be validly served if in the case of the Tenant they are left addressed or sent by registered post to the Tenant (or if there shall be more than one of them to any one or more of them) at the Tenant's principal address in the Republic of Ireland or if a company at the registered office of the Tenant and any notice required to be served on the Landlord shall be served at or posted to the registered office of the Landlord (if the Landlord is a company) or address of the Landlord specified in this Lease or such other address as the Landlord may from time to time notify to the Tenant marked for the attention of the Company Secretary (if the Landlord is a company).

7.2 Re-entry and Determination:

Notwithstanding and without prejudice to any other remedies and powers in this Lease or otherwise available to the Landlord if:

- (a) the rents reserved by this Lease or any of them or part of them shall be unpaid for 180 days after becoming payable and written notice has issued from the Landlord to the Tenant; or
- (b) the Lease is assigned without the consent of the Landlord save to a State Authority in accordance with clause 5.18; or
- (c) there is a change to the Permitted Use without the consent of the Landlord; or
- (d) the Tenant exercises a right pursuant to the Landlord and Tenant Acts to extend the term of the Lease, to seek a reversionary lease or to acquire the Landlord's freehold interest; or
- (e) the Tenant has not commenced the construction of the National Maternity Hospital in accordance with Clause 5.22.2 or
- (f) where the Tenant is a body corporate and:
 - (i) the Tenant has a winding up petition presented against it or passes a winding up resolution (save for the purpose of a members' voluntary winding up for the purposes of a reconstruction or amalgamation that has the prior written approval of the Landlord); or
 - (ii) the Tenant resolves to present its own winding-up petition or is wound up (whether in Ireland or elsewhere); or
 - (iii) the Tenant is struck off the register in the Companies Registration Office or the register of ICAVs maintained by the Central Bank of Ireland, as the case may be, or is dissolved; or
 - (iv) a petition is presented to appoint an examiner to the Tenant and or the protection of the court is sought by the Tenant; or
 - (v) a receiver and manager is appointed over the assets or any part of them of the Tenant; or
 - (vi) the Tenant (either or both being an individual or if more than one individual any one of them) shall be adjudged bankrupt (whether in Ireland or elsewhere) or have a bankruptcy petition presented against him or shall enter into composition with his or their creditors or suffer any distress or execution to be levied on his goods.

provided the above shall not apply to a reorganisation of the Tenant;

then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter the Premises in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of any party in respect of any antecedent breach of another party's covenants in this Lease.

For the purposes of this provision, the Tenant acknowledges and agrees that the Landlord may take such steps as maybe necessary to effect such re-entry as to minimise such losses as may be incurred by the Landlord.

If the Lease is forfeited in circumstances where the Tenant has constructed and fitted out the Premises in accordance with its obligations under this Lease, the Landlord agrees to;

- (a) enter into a capital grant agreement with the Tenant on the same terms (mutatis mutandis) as the Restated Grant Agreement (together with ancillary documents);
- (b) the Landlord will be deemed to have been advanced a capital grant for a sum equivalent to the reasonable cost incurred by the Tenant in complying with the building covenant in this Lease;
- (c) the capital grant shall be amortised at a rate of 1% per annum over 100 years;
- (d) the Landlord shall covenant to use the entire of the Premises for the provision of Public Health Services; and

In the event of a dispute with respect to this clause 7.2, the matter may be referred by either party to an Arbitrator to be appointed in accordance with Clause 7.6.

7.3 No warranty as to the User

Neither the grant of this Lease nor the limiting of the use of the Premises to the Permitted Use shall in any way be taken as a warranty or confirmation that the Permitted Use is a user which is permitted by the Planning Acts or under any other statutory or local authority requirements.

7.4 Landlord's Regulations

It shall be lawful for the Landlord from time to time to make such reasonable regulations as the Landlord shall think fit for the management, control, use and conduct of the Campus and the Campus Common Areas and to vary such regulations from time to time provided always that such regulations are consistent with the terms of this Lease and the Tenant is provided with written notice of such regulations.

7.5 Consents, Agreements etc. of Landlord

No consent, agreement, variation, waiver or approval hereunder or modification hereto shall bind the Landlord unless same is in writing duly signed and executed by an officer of the Landlord (or by a person duly authorised in writing by the Landlord in that behalf).

7.6 Arbitration

If any dispute, question, difference or controversy shall arise between the Landlord and the Tenant, (other than pursuant to clause 7.2 touching these presents or any clause, covenant, matter or thing herein contained or the erection or construction of any building or work which shall be erected or constructed upon any part of the Premises or any compensation or abatement of rent to be paid or allowed by the Lessor compensation for plant or machinery or compensation for disturbance or touching the construction of these presents or any other matter or thing arising out of or having relation to the Premises then and in every or any such case the matter in difference shall be referred to an Arbitrator to be appointed by the President for the time being of the Law Society of Ireland and any such reference shall be deemed to be a submission to Arbitration pursuant to the provisions in that behalf contained in the Arbitration Act, 2010, or any then subsisting statutory modification thereof.

7.7 Severance

In the event that any covenant or condition herein contained shall be determined to be void or unenforceable in whole or in part for any reason whatsoever such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants and conditions or parts thereof and such void covenants or conditions shall be deemed to be severable from any other covenants and conditions or parts thereof. If any covenant or provision herein contained shall be determined to be void or unenforceable in whole or in part by reason of the area, scope, duration or type of restriction covered by the said covenant the same shall be given effect to in such reduced or modified form as may be decided as reasonable by any Court of competent jurisdiction.

8 GOVERNING LAW/JURISDICTION/SERVICE OF PROCEEDINGS

- 8.1 Save as otherwise provided, these presents shall be governed by and construed according to the laws of Ireland applicable to contracts made wholly to be performed in Ireland.
- 8.2 IT IS HEREBY FURTHER CERTIFIED for the purposes of Section 238 of the Companies Act 2014 that the Landlord and the Tenant are not connected with one another in a manner which would require this transaction to be ratified by resolution of either.
- 8.3 The Landlord hereby assents to the registration of this Lease as a burden on Folios [] of the Register County Dublin.
- 8.4 The address in the State of the Tenant for service of notices is:-
[]

IN WITNESS of which the parties to this Lease have executed this Lease as a deed the day and year first above written.

FIRST SCHEDULE

(the Premises)

ALL THAT part of the Campus being the property shown on Plan No. 2 and thereon edged red together with any buildings erected or to be erected thereon and together with all additions alterations and improvements from time to time thereto or thereon.

Excluding the airspace above the height of (insert measurement²) and the subsoil beneath the Premises.

² Measurement to take into account potential for 2 further floors on top of the building

SECOND SCHEDULE

(Rights granted to the Tenant)

Subject to and in accordance with the provisions of this Lease the rights for the Tenant and all persons properly authorised by the Tenant in connection with the use and enjoyment of the Premises only in common (save where otherwise expressly provided) with the Landlord and all other persons who have or may hereafter have the like right and subject to any existing or future regulations as the Landlord may from time to time reasonably prescribe:-

1. **Passage of Utilities**

The right to connect to and to use (subject to temporary interruption for repair, alteration or replacement) for the passage of water, drainage, gas, electricity, telephone and other Utilities to or from the Premises of all Conduits which are in other parts of the Campus and now serve the Premises or which are created at any time and intended to serve the Premises at any time during the Term provided however that the Tenant shall forthwith make good any loss or damage thereby occasioned.

2. **Common Areas**

The right to go pass and re-pass over and along those of the Campus Common Areas which from time to time serve the Premises for the purpose of access to or egress from the Premises to and from the public road and for all proper purposes connected with the use and enjoyment of the Premises.

3. **Right to erect scaffolding**

The right for the Tenant its tenants and their surveyors or agents with or without workmen and others and with plant machinery and equipment at all reasonable times on notice (except in case of emergency) to enter upon, and to erect scaffolding on any part of the Campus Common Areas for the purpose of examining, maintaining repairing or carrying out works to the Premises and of carrying out its obligations under the terms of this Lease provided that same shall not materially interfere with access to any part of the Campus Common Areas, making good any damage thereby occasioned but not being responsible for any temporary inconvenience.

4. **Right of Support**

The right to subjacent and lateral support and protection for the Premises from other parts of the Campus.

5. **Right to use Car Park**

The right (subject to such reasonable rules and regulations that the Landlord may make) to the exclusive use of 277 car park spaces located in the Car Park for the benefit of the Premises.

6. **Fire Escape**

Such rights as may be necessary to use in case of fire or emergency only or fire drill only the fire escape routes crossing adjoining or forming part of the Campus.

7. **Pharmacy**

The right (subject to such reasonable rules and regulations that the Landlord may make) to use of the services provided by the Pharmacy located within the Campus for the benefit of the Premises.

8. Campus Common Areas

The right at all reasonable times upon prior written notice (except in the case of emergency when as much notice as is reasonably practicable shall be given) to enter onto such parts of the Campus as may be reasonably necessary with workmen and others and all necessary equipment and to remain there for such reasonable time as is necessary for the purposes of constructing, inspecting, cleansing, repairing, renewing, maintaining, altering, extending, enlarging and rebuilding any of the Campus Common Areas and the Conduits for Utilities serving or necessary to serve any part of the Premises and the Overhangings making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by such works.

9. Airspace

The right subject to the Landlord's consent, not to be unreasonably withheld or delayed, to construct two additional floors on the building to be constructed on the Premises.

THIRD SCHEDULE

(Rights reserved to the Landlord Excepted from the Demise)

1.1 Conduits

The free and uninterrupted use of all Conduits which are within or to be constructed in, on or under the Premises and serve other premises or which shall come into existence now or at any time and shall then serve or be capable of serving such other premises.

- 1.2** Full right and liberty to connect up with and to inspect, cleanse, repair, maintain, replace and renew the Conduits which are now or may at any time be in, under, over or passing through the Premises and at any time to construct in, under or over the Premises (but not in or under any buildings on the Premises) new Conduits and to inspect, cleanse, repair, maintain, replace and renew the same and for the aforementioned purposes to enter upon the Premises with workmen and others and all necessary plant, machinery, materials and equipment making good any physical damage thereby occasioned, but not being responsible for any temporary loss, disturbance or inconvenience thereby occasioned.

2. Exclusive Use of the Landlord Area

The Exclusive use of the Landlord Area at all times, together with the right to carry out internal repairs and alterations to the Landlord Area as the Landlord considers desirable for the benefit of the Existing Hospital provided always that such repairs and alterations comply with the Permitted Use and further provided that the consent of the Tenant is required to any alterations that require a statutory consent.

3. Non-exclusive Use of the Landlord Shared Area

The non-exclusive use of the Landlord Shared Area at all times in common with the Tenant and all other parties authorised to use the Landlord Shared Area together with the right to carry out such structural repairs and alterations to the Landlord Shared Areas as the Landlord considers reasonable from time to time though with respect to structural works or alterations subject to the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed) and in consultation with the Tenant and other users of the Landlord Shared Areas provided always that such repairs and alterations comply with the Permitted Use and further provided that the consent of the Tenant is required to any works or alterations that require a statutory consent.

4. Support

Full rights to subjacent and lateral support and protection for other parts of the Campus from the Premises and the right for any part of the Campus or any structure on adjoining property or Nearby Premises to be constructed at any time which obtains or requires support or protection from the Premises or any part thereof to have obtain and retain such support and protection.

5. Right of Entry

All such rights of entry to the Premises for the Landlord or their surveyors or agents with or without workmen and others at all reasonable times and upon giving not less than 72 hours' prior written notice to the Tenant (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under the term of this Lease or exercising any easements rights or privileges under this Lease making good any physical

damage thereby occasioned with all reasonable speed and using its reasonable endeavours at all times to minimise disruption but not being responsible for any temporary loss, disturbance or inconvenience thereby occasioned.

6. Right to alter Campus

Full and free right for the Landlord and any person authorised by the Landlord to alter and/or redevelop (by way of improvement renovation refurbishment or otherwise) or carry out modifications or extensions or additions or reductions to or at the Campus and/or the Nearby Premises or to demolish build or rebuild alter or develop the building or buildings on the Nearby Premises (within or outside the Campus). PROVIDED ALWAYS that access and egress to and from the Premises is not materially affected by any such developments.

7. Right to erect Scaffolding

The right to erect and retain scaffolding or other such apparatus on any part of the Campus Common Areas or otherwise to carry out works of repair maintenance or renewal in front of or adjacent to or abutting on the Premises where the erection and retention of the scaffolding or the apparatus or the carrying out of the said works is either reasonably necessary for the purpose of the compliance by the Landlord with their respective repairing or other obligations in respect of the Campus or any part thereof (whether such obligations are owed to the Tenant or to any other tenant or arise out of statute or statutory instrument or other legal obligations imposed on the Landlord) or is reasonably necessary for the purpose of carrying out any works to the Campus or any part thereof which the Landlord wishes to carry out (including those in respect of which liberty or rights are excepted and reserved within this Lease) **PROVIDED ALWAYS** that the Landlord shall carry out or use all reasonable endeavours to procure the making good of all physical damage caused to the Premises and that access to the Premises is not materially obstructed and that such scaffolding is only erected for as long as is necessary and removed as soon as is reasonably possible.

8. Fire Escape

Such rights as are now granted or at any time be granted to third parties to use in case of fire or emergency only or fire drill only the fire escape routes crossing adjoining or forming part of the Premises.

9. Regulations

The right from time to time in accordance with the principles of good estate management to make reasonable rules and regulations and to make additions amendments or revisions thereof for the orderly convenient and proper operation management security and maintenance of the Campus as a whole or any part thereof including without limitation the Campus Common Areas and rules and regulations to be observed and performed in relation to standards of design and technical specification relating to maintenance, alterations, additions and improvements. Without prejudice to the generality of the foregoing but subject where relevant to all other provisions of this Lease which pertain thereto the Landlord may make rules and regulations:

- 9.1 For the control regulation and limitation of traffic vehicular and otherwise into from and within the Campus and in particular regulations for the delivery and storage of stocks and goods and the control and use of common store or stores.
- 9.2 For the storage and removal or disposal of waste.

- 9.3 In relation to the erecting and maintaining of signs notices and regulations as may be appropriate in any part or parts of the Campus.
- 9.4 For the security of the Campus as a whole or in respect of any part or parts of the Campus.
- 9.5 For emergency action and procedures.
- 9.6 For fire precautions.
- 9.7 To designate vary alter change the use of, close or control access to the whole or any part of the Campus Common Areas provided that the Landlord shall provide or use its best endeavours to procure the provision of reasonable alternative access to the Premises and the Car Park from the public road.
- 9.8 For closing temporarily at any time any part or parts of the Campus Common Areas for the purpose of repairing renovating replacing cleaning and maintaining the same.
- 9.9 For all activities the Landlord may deem necessary, acting reasonably, for the operation of the facilities located on the Campus, from time to time.

FOURTH SCHEDULE

(The Services in respect of the Campus Common Areas)

1. All such works, arrangements and services as may be required to be undertaken in relation to or for the benefit of the Campus Common Areas or any part or parts thereof by any government department or local public or other competent authority or duly authorised officer thereof or any Court or competent jurisdiction acting under or in pursuance of any enactment or otherwise.
2. Repairing replacing renewing providing operating renovating inspecting refurbishing and maintaining the Campus Common Areas and all plant Equipment machinery apparatus (including without limitation light fixtures and fittings) and other items in or on or serving the Campus generally and/or or the Campus Common Areas or any part or parts thereof.
3. Managing regulating cleaning lighting decorating protecting and servicing of the Campus Common Areas.
4. Providing and maintaining such amenities facilities equipment and services in respect of the Campus Common Areas as the Landlord is by law or by contract required to provide or maintain and/or which the Landlord decides (at the reasonable discretion of the Landlord from time to time) to provide and maintain taking into account the principles of good estate management.
5. Repairing maintaining replacing renewing cleansing operating and inspecting all Conduits and Utilities on under or over the Campus Common Areas or serving the Campus generally and all plant equipment machinery required for the operation of same and all buildings housing same, save to the extent taken in charge by the local authority.
6. Planting replanting restocking and maintaining of landscaped features and grassed and planted areas forming part of the Campus Common Areas and the maintaining repairing renewing and replacement of any ornamental or other decorative items and decorative lighting and flood lighting.
7. The payment of all rates taxes charges impositions levies and other outgoings (whether or not of an annual or recurring nature) imposed or assessed on the Campus Common Areas or any part thereof (whether on the owner or occupier).
8. Complying in respect of the Campus Common Areas or their use with:-
 - 8.1 any notice regulation requirement or order of any competent local or statutory authority; and
 - 8.2 any requirement of any present or future Act of Parliament order bye-law or regulation.
9. Effecting and maintaining insurance(s) in respect of public property owners employers and other liability of the Landlord arising out of or in relation to the Campus including without limitation public liability insurances and employer's liability insurances in respect of the Campus Common Areas and such other insurances as the Landlord may, in their discretion, from time to time deem necessary to effect including without prejudice to the generality of the foregoing engineering insurances in respect of breakdown and/or replacement of plant equipment and machinery.

10. Collecting, storing, treating, managing and disposing of refuse from the Campus Common Areas and at the discretion of the Landlord the preparation and implementation of any waste management and disposal strategy applicable to the Campus generally from time to time.
11. The providing, running and operating of any security systems equipment and facilities and security personnel for the benefit of the Campus generally.
12. The making and publishing and circulation of any regulations for or in connection with the Campus and the enforcement thereof.
13. Regulating and controlling traffic within the Campus and making operating and enforcing such arrangements and regulations for parking facilities and parking charges as the Landlord may from time to time deem appropriate in the interests of good estate management and the preparation implementation and operation of and compliance with any mobility management or similar plans from time to time applicable to the Campus and/or the Campus Common Areas.
14. Providing and maintaining any other services facilities amenities or undertakings which in the reasonable opinion of the Landlord are to be provided or maintained in connection with the Campus Common Areas or for the proper operation maintenance or servicing of any part or parts thereof or otherwise in the interests of good estate management.

FIFTH SCHEDULE

Provisions for rent review

1. For the purpose of this Schedule it is agreed that the expression “**open market rent**” means the annual rent which might be expected to be paid in respect of the Premises let as a whole as between a willing landlord and a willing tenant (which expression shall for the avoidance of doubt include the Tenant) in the open market without any fine or premium for a term of years equal to the residue of the Term with full vacant possession at the commencement of such term and on the supposition (if not a fact) that the Landlord and the Tenant have complied with all obligations in this Lease imposed on them (without prejudice to any of their rights or remedies in regard thereto) such lease being on the same terms and conditions (other than as to amount of rent but including provision for reviews as contained in this Schedule) as this Lease and disregarding (so far as may be permitted by law) all restrictions whatsoever relating to the recovery of rent contained in any statute or orders rules or regulations and any directions given relating to any method of determination of rent **AND ASSUMING:**
 - (a) that the Premises is an undeveloped site only and has the benefit of existing services outlets and connections;
 - (b) that the Premises is available for development as a National Maternity Hospital;
 - (c) that the benefit of any planning or other consent current at the relevant Review Date for the Permitted Use is available also for such willing tenant;
 - (d) that the Landlord is entitled to a right to the exclusive use of an area of the undeveloped site forming the Premises which is calculated based on the proportion by which the Gross Internal Area of the Landlord Area (when constructed) bears to the Gross Internal Area of the building erected on the Premises;
 - (e) that the Landlord is entitled to a right to the non-exclusive use of an area of the undeveloped site forming the Premises which is calculated based on the proportion by which the Gross Internal Area of the Landlord Shared Area (when constructed) bears to the Gross Internal Area of the building erected on the Premises;
 - (f) that the willing tenant would commence paying rent immediately upon the relevant Review Date and that such rent would not be discounted to reflect the absence of any rent concession then being offered by landlords to tenants upon the grant with vacant possession of leases in the open market of premises comparable with the Premises because the Tenant is by this sub-clause assumed to have been entitled to the benefit of the Premises before the relevant Review Date for a period the length of which would reflect the value of any such rent concession; and
 - (g) that no work has been carried out to the Premises which has diminished its rental value other;

BUT DISREGARDING

- (a) any effect on rent of the occupation of the Premises by the Tenant and any goodwill attaching to it;
 - (b) any buildings located on the Premises;
 - (c) any enabling works carried out by the Tenant and any effect on rent of any works on the Premises carried out by the Tenant at the Premises (including the construction of the National Maternity Hospital); and
 - (d) the terms and/ or existence of any sub-lettings created in respect of the Premises (or any part thereof) and of any licence, or the parting with or sharing of possession of all or any part of the Premises by or with any third party.
2. The open market rent at any Review Date may be agreed in writing at any time between the Landlord and the Tenant but, if, for any reason, they have not so agreed by the relevant Review Date then either the Landlord or the Tenant may, by notice in writing to the other party require the open market rent on the Review Date to be determined by the Surveyor who is to act as an arbitrator in accordance with and shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 2010.
3. In the event of the open market rent of the Premises not having been agreed or determined prior to any Review Date for any reason whatsoever then in respect of the period of time (the “**interval**”) beginning with that Review Date and ending on the gale day immediately following the date of such agreement or determination the Tenant shall pay to the Landlord in manner hereinbefore provided rent at the yearly rate payable immediately before that Review Date **PROVIDED THAT:**
- 3.1 If the open market rent is agreed or determined to be greater than the Rent payable prior to such Review Date at the expiry of seven days immediately following such agreement or determination there shall be due as a debt payable by the Tenant to the Landlord a sum of money equal to the amount by which the Rent at the yearly rate so agreed or determined (duly apportioned on a daily basis) for the period of the interval shall exceed the Rent paid in respect of the said interval together with interest on that further sum:
- (a) computed on so much of that sum as would have been payable on the relevant review date if the revised rent as at the relevant review date had then been agreed or determined for the period from the relevant review date until the date of such payment, and
 - (b) computed on so much (if any) of that sum as would have been payable on any gale day subsequent to the relevant review date if the revised rent as at such relevant review date had then been agreed or determined for the period from such gale day until the date of such payment in each case at the Base Rate in force from time to time during the said interval or the relevant part of it.
- 3.2 If the open market rent is agreed or determined to be less than the Rent payable prior to such Review Date then on the Gale Day following such agreement or determination the Tenant shall be entitled to withhold from the payment of the Rent due on that Gale Day a sum of money equal to the amount by which the Rent at the yearly rate so agreed or determined (duly apportioned on a daily basis) for the period of the interval shall be less than the Rent paid in respect of the said interval together with interest on the sum paid:

- (a) computed on so much of that sum as would have been payable on the relevant Review Date if the revised rent as at the relevant review date had then been agreed or determined for the period from the relevant review date until the date of such payment, and
 - (b) computed on so much (if any) of that sum as would have been payable on any Gale Day subsequent to the relevant review date if the revised rent as at such relevant Review Date had then been agreed or determined for the period from such Gale Day until the date of such payment in each case at the Base Rate in force from time to time during the said interval or the relevant part of it.
4. As soon as the amount of any reviewed rent has been agreed or determined, the Landlord or its solicitors may, if the Landlord so wishes, prepare memoranda recording the reviewed rent. The memoranda shall be signed by or on behalf of the Tenant and the Landlord as soon as produced. The Tenant shall be responsible for and shall pay to the Landlord the stamp duty (if any) payable on such memoranda and any counterparts of them, but the parties shall each bear their own costs in relation to their preparation and completion.
5. Where at any Review Date there are in force any Applicable Law (whether brought into which restricts the right of the Landlord to have the Rent reviewed to the open market rent in accordance with this Schedule then at the Review Rate the rent shall not be subject to review or shall be subject to such review as is possible having regard to the relevant restrictions then in force (as the case may be) but immediately on the date when such restrictions cease to have force or effect either in whole or in part then:
- (a) if the said restrictions cease to have force and effect in whole or in part and permit the Rent to be reviewed as at the original Review Date then the rent will be reviewed in accordance with **paragraph 3** above as at the relevant Review Date,
 - (b) if the said restrictions shall cease to have force and effect in whole or in part but shall only permit increase or review of the Rent from the date when the said restrictions cease to have force and effect (or the date when the said restrictions are relaxed) or at some other date then specified then the Rent will be reviewed in accordance with **paragraph 3** above but so that the review date for the purposes of that paragraph shall be taken to be the said date on which the restrictions cease to have force and effect (or the date when the said restrictions are relaxed) or such other date as aforesaid,
 - (c) if the said restrictions shall cease to have force and effect in part at some particular date then the provisions of **paragraphs 5(a) or 5(b)** above shall have effect and as and when the said restrictions are again relaxed in whole or in part so as to permit further review and each and every time that the said restrictions are relaxed **paragraph 5(a) or 5(b)** above shall have effect,

And in any event (for the purposes of this **paragraph 5) paragraph 3** shall also apply as regards payment of the arrears of any increase in rent and payment of rent pending agreement of rent payable from review so far as it is permitted in law.

6. "Applicable Law" for the purpose of this schedule shall mean any statute law or regulation for the control of rent in force on a Review Date or on the date on which any increased rent is ascertained in accordance with this Schedule and which operate to impose any limitation, whether in time or amount, on the collection of an increase in the rent reserved by this Lease or any part thereof.

SIXTH SCHEDULE

Conditions relating to the Building Covenant

1. The Tenant shall prior to commencing the works on the Premises;
 - (a) liaise with the Landlord with respect to its requirements in relation to the Landlord Area and the Landlord Shared Area;
 - (b) agree a detailed design and specification of the Landlord Areas, the Landlords Shared Areas and all interconnections and conduits (including gas, power, water, foul and data) with the Existing Hospital;
 - (c) agree a methodology in relation to the commencement and carrying out of the works in a manner to cause as little disruption as possible to the Existing Hospital;
 - (d) effect such public liability, employer liability and contractors all risk insurance in relation to the carrying out of the works as is appropriate having regard to the nature of the Works with appropriate indemnities in favour of the Landlord (it being acknowledged that the Tenant may benefit from a State indemnity);
 - (e) procure collateral warranties in favour of the Landlord from the main contractor and design team members and sub-contractors with a design responsibility to be engaged by the Tenant in relation to the construction of the New Maternity Hospital
 - (f) to agree a schedule of condition in relation to the Existing Hospital to monitor any damage occurring as a result of the carrying out of the works.

The agreements between the Landlord and the Tenant will be set out in a form of licence in the form previously agreed.

2. During the carrying out of the works to construct the National Maternity Hospital the Tenant shall
 - (a) indemnify and keep the Landlord indemnified against all costs claims losses or liabilities arising to the Landlord directly from the carrying out of the Works where such costs claims losses or liabilities are due to any negligent act or omission of the Tenant its servants or agents and save to the extent that such costs claims losses or liabilities arise from, are contributed to and/or are caused by a negligent act of the Landlord or such losses arise from mere inconvenience due to the carrying out of the Works where same are carried out in accordance with the obligations under this Schedule;
 - (b) use reasonable endeavours to ensure that the main contractor appointed to construct the National Maternity Hospital carries out the Works in accordance with the terms and timelines pursuant to the building contract entered into with it;
 - (c) where any delay arises or is likely to arise in the completion of the Works to keep the Landlord apprised of the situation;

- (d) make good any damage caused to the Existing Hospital or the Campus by the carrying out of the Works;
- (e) at all times use reasonable endeavours to minimise the disruption to the Landlords operations at the Existing Hospital and the Retained Lands;
- (f) liaise with any project monitor appointed by the Landlord in relation to the construction of the Landlord Area or the Landlord Shared Area or any aspect of the works which impacts on the Existing Hospital and the Retained Lands;
- (g) liaise with the Landlords Surveyor or any project monitor appointed by the landlord in relation to the Practical Completion process to be undertaken in accordance with a building contract to be entered into by the Tenant with a contractor to be appointed by the Tenant;
- (h) take such steps as the Landlord reasonably requires to minimise disruption to the operation of the Existing Hospital and the Retained Lands;
- (i) to make good all costs reasonably incurred and properly vouched by the Landlord arising from the carrying out of the Works to include professional fees of the Landlords advisors provided that the Landlord notifies the Tenant in writing (where practicable) in advance of incurring any such costs and seeks to agree such costs with the Tenant (both parties acting reasonably and in good faith);
- (j) ensure that all defects and snagging items are remedied in the works in particular in relation to the Landlords Area and the Landlords Shared Area; and
- (k) deliver the Landlords Area and the Landlords Shared Area for use by the Landlord in accordance with the provisions of this Lease as soon as practicable after Practical Completion of the Works or such earlier date as may be agreed.

The Tenant acknowledges that the provisions of this Clause 2 are in addition to any other cause of action or claim that the Landlord may have in relation to a loss that it may suffer and this Clause 2 does not seek to limit or restrict the Landlord in pursuing such causes of action in law.

SEVENTH SCHEDULE

Specification

PRESENT when the Common Seal
of the **LANDLORD**
was affixed hereto and
this deed was delivered:

Director

Director/Secretary

SIGNED as a Deed
by the **TENANT**
in the presence of:

Authorised Signatory

Authorised Signatory