

Dated the 20th day of December 2016

TAKEDA IRELAND LIMITED

LANDLORD

-and-

EDGECONNEX IRELAND LIMITED

TENANT

LEASE

**Part of the lands comprised in Folio 125558L of the Register County Dublin
comprising 1.47 acres at Grange Castle Business Park, Dublin 22**



Amended Stamp Certificate

Document ID:	160129524A	Date Issued:	22/12/2016
Stamp Certificate ID:	16-0629424-00E0-191216-O	Notice Number:	46198272-00015L
Duty:	€ 441.00		
Interest:	€ 0.00		
Total:	€ 441.00		
Date of Execution of Instrument:	20/12/2016		
Parties From:	TAKEDA IRELAND LTD		
Parties To:	EDGECONNEX IRELAND LIMITED		
Property	Land in Folio DN125558L, Grange Castle Business Park, Dublin 22, Dublin22		
	Non Residential: Rent: € 44,100.00	Duty: € 441.00	

Revenue



COUNTY DUBLIN

FOLIO 125558L

LEASE dated the 20th day of December 2016

BETWEEN:

1. **TAKEDA IRELAND LIMITED** (company number 233508) having its registered address at Bray Business Park, Kilruddery, Co. Wicklow (hereinafter the **Landlord**) of the one part; and
2. **EDGECONNEX IRELAND LIMITED** (company number 578124) having its registered address at 6th Floor, South Bank House, Barrow Street, Dublin 4 (hereinafter the **Tenant**) of the other part.

WITNESS as follows:-

1. In consideration of the rents herein reserved and the covenants on the part of the Tenant and the conditions contained in this Lease the Landlord **HEREBY DEMISES** unto the Tenant **ALL THAT** the Demised Premises being part of the Landlord's Property **TOGETHER** with the rights, easements and privileges specified in the Second Schedule insofar as it is entitled to grant the rights, easements and privileges **AND EXCEPTING AND RESERVING** at all times during the Term unto the Landlord the rights, easements and privileges specified in the Third Schedule **TO HOLD** the same unto the Tenant from and including the Term Commencement Date for the Term **YIELDING AND PAYING** unto the Landlord during the Term the Rent (exclusive of VAT), payable in accordance with the terms of this Lease. The Rent is to be paid (at the option of the Landlord, which option may be exercised on any number of occasions) either by standing order, direct debit, credit transfer or cheque without any deduction, set-off or counterclaim whatsoever.
2. In this Lease and the several Schedules, save where the context otherwise requires, the definitions set out in the First Schedule Part 2 and the interpretation provisions set out in the First Schedule Part 3 shall apply.

The address of the Tenant in the State for services of Notices is 6th Floor, South Bank House, Barrow Street, Dublin 4.

REVENUE CERTIFICATES

It is hereby certified that the consideration (other than rent) for the lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to property which is not residential property exceeds EUR 10,000.

It is hereby further certified that section 53 (lease combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument.

SECTION 238 COMPANIES ACT, 2014

It is hereby certified for the purposes of Section 238 of the Companies Act, 2014, that the Landlord and the Tenant are not bodies corporate connected with one another in a manner which would require this transaction to be ratified by resolution of either.

FIRST SCHEDULE

(PART 1)

THE DEMISED PROPERTY

ALL THAT AND THOSE part of the lands comprised in Folio 125558L of the Register County Dublin being all of the lands outlined in red and hatched in black on the Plan attached hereto and comprising 1.47 acres (or 5,954 sq m) or thereabouts.

(PART 2)

THE LANDLORD'S PROPERTY

ALL THAT AND THOSE the lands comprised in Folios 125558L and 136039L of the Register County Dublin.

(PART 3)

THE ALTERNATIVE SITE

ALL THAT AND THOSE part of the lands comprised in Folio 136039L of the Register County Dublin being all of the lands outlined in red and hatched in red on the Plan attached hereto.

(PART 4)

DEFINITIONS

In this Lease the following expressions shall have the following meanings:

2003 Head Lease means the lease dated 10 January 2003 between (1) The County Council of the County of South Dublin and (2) Takeda Pharma Ireland Limited

2008 Head Lease means the lease dated 19 December 2008 between (1) The County Council of the County of South Dublin and (2) Takeda Pharma Ireland Limited

Alternative Site Location means that part of the Landlord's Property as more particularly described in the First Schedule, Part 3.

Conducting Media means the cables, wires, tubes, pipes, conductors or other similar items (including its casing, coating or protective tile), drains, pylons, poles, towers, supports and all such other conduits necessary for the implementation of the Permitted Use.

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

Construction Works: mean the construction, installation, commissioning, use, operation, testing, maintenance, alteration, inspection, repair, removal, replacement and renewal of the Tenant's Equipment.

Construction Works Area means the area outlined in red and hatched black on the Plan or such part thereof as may be required from time to time to facilitate the carrying out of the Construction Works.

Demised Property means that part of the Landlord's Property as more particularly described in the First Schedule, Part 1.

Generator means the generators to be installed on the Demised Premises.

Head Leases means together the 2003 Head Lease and the 2008 Head Lease.

Insured Risks means, subject always to such insurance as may ordinarily and reasonably be available to the Landlord/Tenant and to such exclusions, excesses and limitations as may be imposed by the Landlord's/Tenant's insurers for the time being in respect of any or all of the following risks: fire, storm, tempest, flood, earthquake, subsidence, land slip, lightning, explosion, terrorist damage, impact by any road vehicle, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, public liability, property owners liability and such other risks as the Landlord may in its absolute discretion from time to time determine.

Landlord's Option to Tax means the Landlord's option to apply VAT to the rent and other consideration payable in respect of the lease pursuant to section 97(1) of the VAT Act.

Landlord's Property means the property more particularly described in the First Schedule, Part 2 being all of the lands comprised within Folios 125558L and 136039L of the Register County Dublin.

Liability means all and any claims, actions, proceedings, losses, charges, demands, damages, deficiencies, waste, spoil, pollution, contamination, degradation, subsidence, seepage, slippage, flooding, diversion of water flow, radiation, taxes, levies, duties, assessments, interest, penalties, costs and expense of any kind or nature whatsoever.

Outgoings means all rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever, whether parliamentary, parochial, local or any other description which are now or may at any time during the Term be charged, taxed, levied, imposed upon or payable in respect of the Demised Property.

Permitted Use means the construction, installation, maintenance, repair, renewal, removal, replacement, testing and operation of the Tenant's Equipment and uses ancillary or preparatory thereto.

Plan means the plan annexed to this Lease showing the Demised Property.

Planning Acts means the Planning and Development Acts, 2000 to 2015, the Building Control Act, 1990, the Building Regulations, 1997 to 2015 and the Building Control Regulations, 1997 to 2015 (as amended) and any orders made or issued under the said Acts and Regulations and any regulations or amendments made pursuant thereto;

Prescribed Rate means the monthly rate of interest equal to three percent (3%) above three (3) months EURIBOR (European InterBank Offered Rate) or such nearest comparable rate of interest, as the Landlord may from time to time (acting reasonably) nominate.

Quarterly Gale Days means the 1st day of April, 1st day of July, 1st day of October and 1st day of January in every year of the Term.

Rent means one hundred and ten thousand and two hundred and fifty euros (€110,250), exclusive of VAT, €44,100 of which is payable on the Term Commencement Date, €44,100 of which is payable on the second anniversary of the Term Commencement Date and €22,050 of which is payable on the third anniversary of the Term Commencement Date.

Rent Commencement Date means the date hereof.

Schedule of Condition means the Schedule of Condition attached to this Lease at Appendix A.

Tenant's Equipment means all plant and equipment used or to be used by the Tenant in connection with the Permitted Use of the Demised Premises as are at the date hereof or shall during the Term be installed on under or through the Demised Property, including without prejudice to the generality of the foregoing all equipment required to be installed on the Demised Premises for the temporary generation of power by the Tenant.

Term means 30 months from the Term Commencement Date provided that the Term may be extended in accordance with Paragraph 10 of the Sixth Schedule of this Lease and the word "Term" shall include this period and be construed accordingly.

Term Commencement Date means the date hereof.

VAT means value added tax or similar tax.

VAT Act means the Value Added Tax Consolidation Act 2010 as amended from time to time and any Act from time to time replacing re-enacting or consolidating it and any regulations made in respect of VAT.

(PART 5)

INTERPRETATION PROVISIONS

1. The expressions "Demised Property", "Landlord's Property" and "Construction Works Area" shall where the context so admits include any part or parts thereof;
2. If the Landlord comprises more than one person obligations and covenants in this Lease shall be deemed to be joint and several obligations and covenants;
3. The rights specified in the Second Schedule may be exercised by the Tenant, its agents, employees, contractors, licensees, workmen, and all other authorised parties or persons.

4. Any reference to an act of the Oireachtas, law or otherwise herein shall include any modification, extension, re-enactment or replacement thereof for the time being in force and shall also include all instruments, orders, plans regulations, permissions, directions or otherwise for the time being made issued or given thereunder or deriving validity therefrom.
5. The singular shall where the context so requires mean the plural and vice versa.
6. Any obligation or undertaking on the part of the Landlord or Tenant not to do any act or thing shall be construed as an obligation or undertaking not to do or permit or suffer to be done any such act or thing by their respective servants agents employees workmen and contractors.
7. The headings are inserted for convenience only and shall be ignored in construing this Lease.
8. Unless the context otherwise requires all references to a particular clause, sub-clause, schedule or paragraph shall be a reference to a clause, sub-clause, schedule or paragraph in or to this Lease.
9. Any reference in this Lease to the consent or approval of the Landlord or Tenant shall be deemed to include a proviso that such consent or approval shall be in writing and shall not be unreasonably withheld or delayed or subject to any unreasonable conditions.
10. If in order to comply with any obligation in this Lease the Landlord or the Tenant requires the consent of a third party, such obligation shall be deemed to be subject to the obtaining of such third party consent which the Landlord or the Tenant or both as appropriate shall use reasonable endeavours to obtain.
11. Day means a business day in Dublin and Month means a calendar month.
12. Any reference to the word "include" or "including" shall be construed as meaning including without limitation.
13. In the event that any provision of this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Lease shall remain in full force and effect.

SECOND SCHEDULE

RIGHTS GRANTED

Subject always to compliance by the Tenant, at all times, with all the covenants and conditions on its part contained in this Lease and without prejudice to the generality of the foregoing, compliance by the Tenant, at all times, with the Planning Acts, the Landlord grants the following to the Tenant:

1. The right to use the Demised Property solely for the Permitted Use.
2. The right to carry out the Construction Works within the Construction Works Area.
3. The right to construct, maintain, repair, renew and replace the Tenant's Equipment to be placed and installed on the Demised Property.
4. The free and uninterrupted passage and running of utilities through the Conduits which are now, or may at any time be in, on, under or passing through the Demised Property together with the right to maintain, repair and replace any such utilities or conduits.
5. A right of support from the Landlord's Property for the Demised Property and also a right of support from the Landlord's Property.
6. A right to fence the Demised Property and erect any other fencing necessary to allow the Permitted Use or for insurance purposes.
7. A right to construct temporary storage areas necessary for the Permitted Use on the Demised Property only.
8. The right to carry out any other works necessary or desirable for the Permitted Use.
9. The right to remove anything on, over or under the Demised Property which may interfere with rights granted to the Tenant in this Lease and use of the Demised Property for the Permitted Use.
10. The right to install, maintain, renew, repair, remove and replace security equipment on the Demised Property.

THIRD SCHEDULE

RIGHTS RESERVED

The following rights are excepted and reserved out of the Demised Property to the Landlord, its servants, agents, licensees, invitees lessees and any purchaser of the Landlord's Property or any part thereof subject to the condition that the exercise of any of the said rights shall not materially interfere with the Tenant's Equipment and/or the Permitted Use:

1. The free and uninterrupted passage and running of utilities through the Conduits which are now, or may at any time be in, on, under or passing through the Demised Property.
2. The right as all times upon reasonable prior notice to enter the Demised Property for inspection purposes **PROVIDED** that the Landlord has provided 72 hours' notice of its proposed inspection and is accompanied by the Tenant or its agent (except in the case of emergency).
3. All easements, rights and privileges now belonging to or enjoyed by the Landlord and any third party over the Demised Property or any adjoining property that the Tenant has been made aware of and providing same do not materially interfere with the Permitted Use.

FOURTH SCHEDULE

TENANT'S COVENANTS

1. To pay the Rent and any other sums payable hereunder in the manner prescribed in the Lease without any set-off, deductions or abatements whatsoever.
2. Without prejudice to any other right, remedy or power contained in this Lease or otherwise available to the Landlord, to pay interest to the Landlord on any sum of money payable by the Tenant to the Landlord which remains unpaid (including any sum of rent the acceptance of which shall be refused bona fide by the Landlord in order not to waive any right of forfeiture of this Lease arising by virtue of the breach of any of the Tenant's covenants contained in this Lease) for more than seven days after the date when payment was due at the Prescribed Rate from and including the date on which payment was due to the date of payment to the Landlord (both before and after any judgment).
3. To pay all Outgoings that are now or which shall during the Term be imposed, assessed or charged upon the Demised Property.
4. To pay to the Landlord any Value Added Tax (or any substitute or similar tax), upon furnishing a valid VAT invoice, which is now or may become payable in respect of the Rent and any other sum payable pursuant to or in connection with this Lease and to keep the Landlord indemnified against the same. The VAT and the related sums shall be paid together as one amount.
5. To pay to the Landlord, its servants or agents, the stamp duty due on this Lease and the counterpart.
6. The Tenant (and its successors or assigns) may not grant, to a person connected with the Landlord, as defined in section 97(3)(b), VAT Act, occupation of any part of the Premises **PROVIDED ALWAYS** that such occupation may be granted where the Tenant pays compensation on a tax gross up basis to the Landlord in respect of any resultant VAT liability arising for the Landlord.
7. Not to assign, under-let or otherwise transfer or part with the possession or occupation of the Demised Property other than envisaged in Clause 12 of the Sixth Schedule of this Lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed **PROVIDED THAT** such consent will not be necessary in the event of an assignment to a subsidiary company or any company being a member of the group of companies within the meaning of Section 140 (5) of the Companies Act 1990 (including the parent company) of which the Tenant forms part.
8. To use the Demised Property at all times for the Permitted Use as appropriate and not to use the Demised Property otherwise than for the Permitted Use.
9. Not without the prior written consent of the Landlord (which consent shall not be unreasonably withheld) to use the Demised Premises or any part thereof except for the Permitted Use.

10. To comply with all obligations and/or conditions imposed under or by virtue of any Acts of the Oireachtas, statutory instruments, directives, regulations, orders, permissions, bye-laws or notices for the time being in force relating to the Permitted Use of the Demised Property and the exercise of the rights granted in this Lease and all works or structures on the Demised Property and to execute such works as under or by virtue of any enactment or order or regulation in respect of the Permitted Use. For the avoidance of doubt, the Tenant shall not be liable for any breach of statute, directive, regulation or otherwise in respect of the Demised Property (environmental or otherwise) arising directly or indirectly from the Demised Property prior to the Term Commencement Date for which the Landlord or its agents are more properly liable.

11. The Tenant hereby indemnifies and agrees to keep indemnified and hold harmless the Landlord against all and any Liability and any other liabilities which the Landlord might incur by reason of any act, wrongful act, omission, neglect or default of the Tenant its agents, servants, employees, licensees or contractors in respect of death, disease and/or injury to any person or damage to any property, flora or fauna, arising directly or indirectly, in connection with (but excluding any such liability which arises directly or indirectly from an act or omission of the Landlord or its agents or invitees):
 - (a) the Demised Property, the Tenant's Equipment, the Conducting Media, and the Construction Works;
 - (b) the exercise of the rights granted herein;
 - (c) any damage to or disrepair of the Landlord's Property caused by the Tenant or the related use of the Landlord's Property by the Tenant, its servants, agents, sub-licensed tenants or licensees other than as permitted under this Lease;
 - (d) any act, neglect, default or omission by the Tenant, its servants, agents, sub-licensed tenants or licensees in connection with any use of the Landlord's Property.

12. The Tenant shall insure and keep insured with an insurer of repute located in Ireland in the name of the Tenant, the Demised Premises against loss or damage by the Insured Risks in the full reinstatement costs thereof. The Tenant shall also effect and keep in force such public liability and employers liability and other policies of insurance reasonably required by the Landlord in respect of the Tenant's use of the Demised Property and the Tenant's exercise of the rights herein granted, such policy or policies to be effected at the Tenant's own expense, to an adequate level of cover, with a reputable insurance Landlord sufficient to meet any one claim of €6,000,000 (or such other amount as may be reasonably required by the Landlord from time to time having regard to the nature of the Permitted Use and industry practice from time to time) in respect of public liability and employer's liability and to extend such policy or policies so that the Landlord is indemnified by the insurer in the same manner as the Tenant. The Tenant shall furnish a copy of the policy to the Landlord on request (but no more than once in any insurance period) together with proof of payment of the premium thereof.

13. The Tenant shall keep clean and tidy and maintain, repair and keep in good working order and condition the Demised Premises and (where necessary) to renew and replace with articles of a similar kind and quality all plant and machinery in or forming part of the Demised Premises and which exclusively serve the Demised Premises including the Conduits, electrical and mechanical plant, machinery, equipment and apparatus (damage by any of the Insured Risks excepted if and so long only as the policy or policies of insurance shall not have been vitiated or payment of the policy monies withheld or refused in whole or in part by reason of any act, neglect, default or omission of the Tenant or the under-lessees, servants, agents, licensees or invitees of the Tenant or any person under its or their control).
14. Upon the expiration or sooner determination of the Term to quietly yield up the Demised Property to the Landlord having removed at the Tenant's cost all of the Tenant's Equipment save that the Tenant's obligation under this clause does not require the Tenant to put the Demised Premises into any better state than that evidenced by the Schedule of Condition.
15. Not to do or suffer in or upon the Demised Property any wilful or voluntary waste or spoil.
16. To keep the Tenant's Equipment safe, properly maintained and serviced and in good repair and condition and to advise the Landlord without delay of any risks or danger to person or property arising from time to time as a result of the condition of the Tenant's Equipment.
17. Tenant's fixtures and effects:
 - i. The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of (subject to any conditions which the Landlord thinks fit) any fixtures, fittings, furniture and effects left by the Tenant on the Demised Property for more than 60 days after the expiry or sooner determination of the Term;
 - ii. under this clause, the Landlord is not liable to the Tenant save having to account for the net proceeds of sale less the cost of storage (if any) and any other expenses reasonably incurred by the Landlord.
 - iii. The Tenant covenants with the Landlord not without the prior written consent of the Landlord (which consent shall not be unreasonably withheld) to use the Demised Property except for the Permitted Use.
18. To observe and perform the covenants and conditions on the part of the tenant contained in the Head Leases (insofar as same relate to the Demised Premises or the Alternative Site (other than the covenant to pay the rents, service charges and insurance contributions) and to indemnify the Landlord from and against any actions proceedings claims damages costs expenses or losses arising from any breach non-observance or non-performance of such covenants and conditions.
19. Not to do or permit or allow to be done by any persons in the Demised Premises with the Tenants authority anything which would constitute a breach of any of the covenants, restrictions and stipulations referred to in the Head

Leases so far as any of the same are still subsisting and capable of taking effect and relate to the Demised Premises and to keep the Landlord indemnified against all actions, claims, demands, costs, expenses, damages and liability in any way relating thereto.

19. To discharge the reasonable costs of the Landlord's solicitors, plus VAT and outlay, in relation to the grant of this Lease.

FIFTH SCHEDULE

LANDLORD'S COVENANTS

1. That the Tenant paying the Rent and observing and performing the covenants on its part herein contained may peacefully and quietly hold and enjoy the Demised Property without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.
2. Not to do or permit to be done anything which is within its control upon the Landlord's Property that would materially interfere with the Permitted Use or the exercise by the Tenant of the rights granted by this Lease.
3. Not to do or permit to be done anything upon the Landlord's Property which could damage the Conducting Media or the Tenant's Equipment in any way cause a breach of any statutory regulations for the time being in force relating to the Conducting Media.
4. Not to install or grant consent to any third party to install any equipment at the Landlord's Property which would interfere with the Tenant's Equipment.
5. To obtain the consent to this Lease from any mortgagee or chargee of the Landlord's Property, as may be required or necessary.
6. To co-operate with the Tenant and use all reasonable endeavours to remedy any defects in the Landlord's title to the Demised Property.
7. In the event of a material breach of this Agreement by the Landlord the Tenant may give written notice to the Landlord setting out the acts or omissions of the Landlord relied upon as evidence of such breach. If the Landlord does not to the reasonable satisfaction of the Tenant remedy the breach within 3 months of receipt of such notice then and in that event the Tenant may terminate this Lease upon 14 days written notice, without prejudice to its rights under the Lease.
8. To perform and observe the covenants and conditions contained in the Head Leases.

SIXTH SCHEDULE

PROVISOS AND AGREEMENTS

1. Without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord:
 - (a) if the rents or any other sums reserved by this Lease shall be unpaid for thirty (30) days after becoming payable (provided that the Landlord has served 30 days prior written notice of any such late payment on the Tenant; or
 - (b) or there shall be a material breach, non-performance or non-observance by the Tenant of any of the covenants and conditions contained herein); or
 - (c) if the Tenant has a winding-up petition presented against it or passes a winding-up resolution (other than in connection with a members voluntary winding up for the purposes of an amalgamation or reconstruction which has the prior written approval of the Landlord) or resolves to present its own winding-up petition or is wound up (whether in Ireland or elsewhere), a receiver, administrator or liquidator (provisional or otherwise) is appointed in respect of the Demised Property or any part of it or of the Tenant or if the Tenant has a petition for the appointment of an examiner presented against it (or the Tenant present the petition for the appointment of an examiner) or if either the Tenant enters into a scheme of arrangement or composition with or for the benefit of creditors generally or suffers any distress, execution, sequestration, attachment or similar process to be levied on the Demised Property; or
 - (d) if the Tenant shall cease to exist;

THEN the Landlord may at any time thereafter require the Tenant (by notice in writing specifying any breach, non-performance or non-observance) to remedy the same within a 30 day period (or such longer period as may be reasonable in the circumstance) failing which the Landlord may re-enter the Demised Property or any part thereof in the name of the whole and thereupon the terms shall absolutely cease and determine without prejudice to any rights or remedies which may then have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants and conditions contained in this Lease. In the event the of the Landlord exercising his right of re-possession in accordance with this Clause, the Landlord hereby confirms the right of the Tenant to enter upon the Demised Property and remove such equipment as it deems appropriate.

2. Nothing contained in this Lease, shall be deemed to constitute any warranty by the Landlord, that the Demised Property or any part thereof, is authorised under the Planning Acts or otherwise for use for any specific purpose.
3. The Landlord shall bear no responsibility to the Tenant, its servants, agents, workmen or any other party or parties for any injury, death, damage, destruction, financial consequence, loss or expense whether to person or property due to the state and condition of the Demised Property.

4. In addition to any other prescribed mode of service, any notices required to be served on the Tenant hereunder, shall be validly served if left addressed or sent by ordinary post to the Tenant at its registered office. Any notices required to be served on the Landlord hereunder, shall be validly served if left addressed or sent by ordinary post to the Landlord at its registered office. In addition, where the Landlord has the right or obligation to serve a notice demand and/or certificate and/or to enter the Demised Property for any purpose, such right or obligation may be exercised by a surveyor, agent or such other party or parties duly authorised by the Landlord to act on its behalf **PROVIDED** such party has been notified in advance to the Tenant.
5. For the avoidance of doubt the Landlord shall be free at any time to use the Landlord's Property (other than the Demised Property) and all other neighbouring or adjoining property of the Landlord for all purposes which do not materially interfere with the Permitted Use.
6. If any of the provisions of this Lease or the Schedules hereto are found to be void or unenforceable, such provision shall be deemed to be deleted from this Lease and the remaining provisions of the Lease shall continue in full force and effect. Notwithstanding the foregoing, the parties hereto shall thereupon negotiate in good faith in order to agree the terms of mutually satisfactory provisions to be substituted for the provision so found to be void or unenforceable.
7. For the avoidance of doubt it is hereby acknowledged by the Landlord that during the Term all the Tenant's Equipment brought onto the Demised Property by the Tenant shall belong to and remain in the sole and legal ownership of the Tenant and does not form any part of the Demised Property.
8. In the event of any dispute arising hereunder such dispute shall be referred to arbitration to be carried out in accordance with the Arbitration Act 2010 (and any statutory modification or re-enactment thereof) by a single arbitrator to be appointed by agreement between the parties or failing agreement within a period of 14 working days from the date of the dispute to be appointed by or on behalf of the President for the time being of the Incorporated Law Society of Ireland upon the application of either party and the decision of such (save in the case of manifest error) shall be final and binding on the parties
9. This Lease shall be exclusively governed by the Laws of the Republic of Ireland, within the exclusive jurisdiction of the courts of the Republic of Ireland.
10. The Landlord may, at its sole discretion, consent to the extension of the Term of the Lease for a period of six months subject to the payment of all rent due hereunder and the performance of all covenants on the part of the Tenant contained herein, and provided that the Tenant serves written notice on the Landlord not less than three months prior to the expiry of the Term and such extension of the Term shall be upon the same terms and conditions save only as to rent which shall be agreed between the parties or in default of agreement shall be determined by an independent valuer agreed between the parties or in default of agreement nominated on the application of either of them by the President for the time being of the Law Society of Ireland and such valuer shall act as an expert and not as an arbitrator and his determination shall be final and binding on the parties.

11. Relocation

- 11.1 At any time during the Term, the Landlord may require the Tenant to re-locate or vacate the Demised Premises in circumstances where the Landlord wishes to develop and/or re-develop the Landlord's Property and the Landlord requires all or part of the Demised Premises to facilitate any such development and/or redevelopment.
- 11.2 Where the Landlord requires the Tenant to re-locate the Demised Premises to facilitate the development and/or redevelopment of the Landlord's Property, the following provisions shall apply:
- 11.2.1 The Landlord shall serve written notice on the Tenant of any plans to develop or re-develop the Landlord's Property which require re-location of the Tenant's Equipment as soon as reasonably practicable which shall in any event be prior to Landlord submitting an application for planning permission to re-develop the Landlord's Property (the "**Relocation Notice**");
- 11.2.2 The Landlord shall use all reasonable endeavours to identify in the Relocation Notice an alternative site within the Alternative Site Location of a similar area to the Demised Premises for the relocation of the Tenant's Equipment (the "**Alternative Site**");
- 11.2.3 In the event that the Landlord, acting reasonably, cannot identify a suitable Alternative Site within the Alternative Site Location because the Landlord requires the Demised Premises and the Alternative Site Location to facilitate the development and/or the redevelopment of the Landlord's Property, the Landlord shall have a right to terminate this Lease upon serving 3 months' prior written notice on the Tenant and the Tenant shall provide vacant possession of the entire Demised Property on or prior to the expiry of the 3 month notice period;
- 11.2.4 Where the Tenant deems the Alternative Site suitable for the relocation of the Tenant's Equipment and the Permitted Use, the Tenant shall within 15 business days of receipt of the Relocation Notice serve a notice on the Landlord confirming that the Tenant accepts the Alternative Site (the "**Acceptance Notice**") and where no such Acceptance Notice is received by the expiry of the 15 business day period then the Tenant shall be deemed to have accepted the Alternative Site;
- 11.2.5 Where the Tenant issues an Acceptance Notice, or is deemed to have accepted the Alternative Site, in accordance with clause 11.2.4 of this Schedule, the Tenant shall within 3 months of the date of the Acceptance Notice (and subject to the Landlord delivering an executed Lease on the same terms and conditions contained herein for the residue of the Term then unexpired of this Lease subject to the Tenant renouncing its rights under the Civil Law (Miscellaneous Provisions) Act 2008) vacate the Demised Property, remove the Tenant's Equipment, comply with the yield up covenants in this Lease and move to the Alternative Site;
- 11.2.6 In the event that the Tenant is relocated to an Alternative Site, the Tenant shall bear the full cost of removing the Tenant's Equipment

from the Demised Property, yielding up the Demised Premises and the cost of relocating the Tenant's Equipment to the Alternative Site, as well as any costs incurred in obtaining any required planning permission and all other consents, approvals or licences of and from all competent authorities and any fire officer and pursuant to any Relevant Law required for or in connection with the Alternative Site;

11.2.7 In the event that the Tenant deems the Alternative Site to be unsuitable for the Tenant's Equipment and the Landlord requires the Demised Premises to facilitate the development and/or the redevelopment of the Landlord's Property, the Tenant shall notify the Landlord of the unsuitability of the Alternative Site within 15 business days of receipt of the Relocation Notice and the Landlord shall have a right to terminate this Lease upon serving 3 months' prior written notice on the Tenant and the Tenant shall provide vacant possession of the entire Demised Property on or prior to the expiry of the 3 month notice period.

12.1. The Tenant may charge its interest in this Lease to any bank funder or financial institution providing finance to the Tenant (hereinafter referred to as the "Project Finance Lender") provided that prior written notice is provided by the Tenant to the Landlord and the Tenant may require (and the Landlord hereby accepts) that the Landlord enters into a direct agreement with the Project Finance Lender pursuant to which (i) the Landlord covenanting directly to the Project Finance Lender to perform and observe the covenants and conditions on the part of the Landlord in the Lease (ii) the Project Finance Lender may step-in and take on the Tenant's whole rights and the covenants of the Tenant hereunder or (iii) the Project Finance Lender may assign the interest of the Tenant in this Lease to a third party nominated by the Project Finance Lender subject to the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) **PROVIDED THAT** the Landlord shall not be required to enter into more onerous covenants and conditions than contained herein and **FURTHER PROVIDED THAT** the Landlord to the Tenant or the Project Finance Lender will reimburse the Landlord's proper and reasonable legal fees in connection therewith.

12.2 Nothing in Clause 12.1 shall prevent the Tenant from charging, mortgaging or assigning by way of security the Tenant's rights, title and interest in this Lease without the necessity of obtaining the Landlord's consent but subject to the Landlord being notified in writing no later than seven (7) days after the creation of any such charge or assignment by way of security.

13. Provisions of the Head Leases

Where any issue, question or matter arising out of or under the Head Leases which also affects or relates to the provisions of this Lease is to be determined as provided for in the Head Leases, the determination of such issue, question or matter pursuant to the provisions of the Head Leases shall be binding on the Tenant as well as on the Landlord for the purposes of both the Head Lease and this Lease.

14. VAT

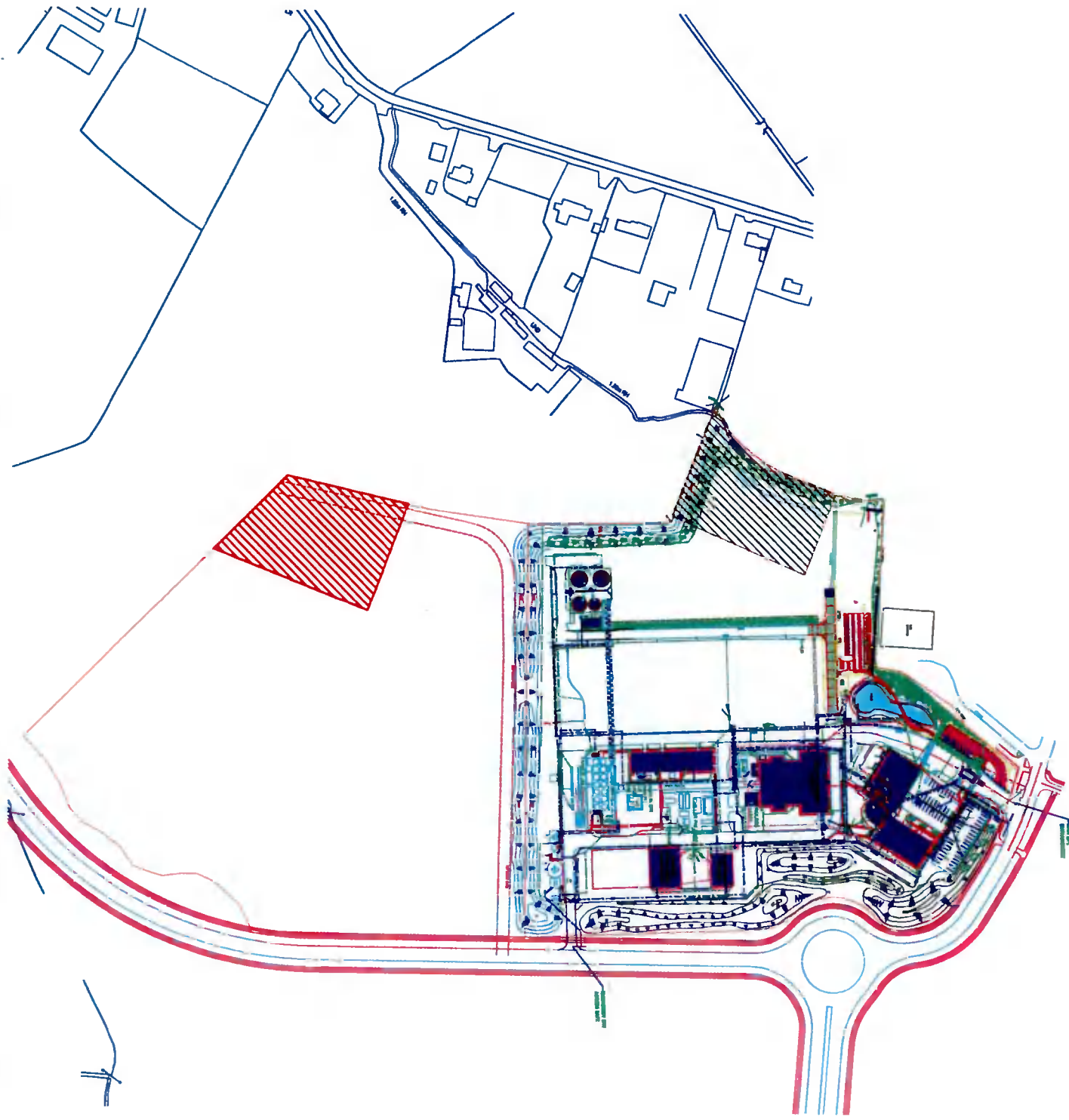
14.1 A Landlord's Option to Tax applies to this Lease.

14.2 All sums required to be paid by the Tenant to the Landlord in pursuance of or in connection with this Lease shall be treated as exclusive of VAT.

15. **COUNTERPARTS**

15.1 This Lease may be executed in any number of counterparts by the Parties by separate counterparts but shall not be effective until each party has executed at least one counterpart and counterparts have been exchanged and all monies due hereunder received and accepted by the Landlord.

15.2 For the avoidance of doubt, if only a pdf/scanned copy of the Tenant's or the Landlord's signature page of this Lease is available on the date hereof, then both parties will complete the exchange on the basis of those pdf/scanned versions PROVIDED that the Purchaser currens the signature page to Mason Hayes Curran Solicitors within 7 business days and Mason Hayes Curran Solicitors confirms that it will furnish the original to the Landlord's solicitors as soon as it is received from the Tenant and on receipt of the Tenant's original signature pages the Landlord will arrange to stamp the Lease and will then return one part to the Tenant.



**APPENDIX A
SCHEDULE OF CONDITION**

Takeda Site Condition survey report

Image 1



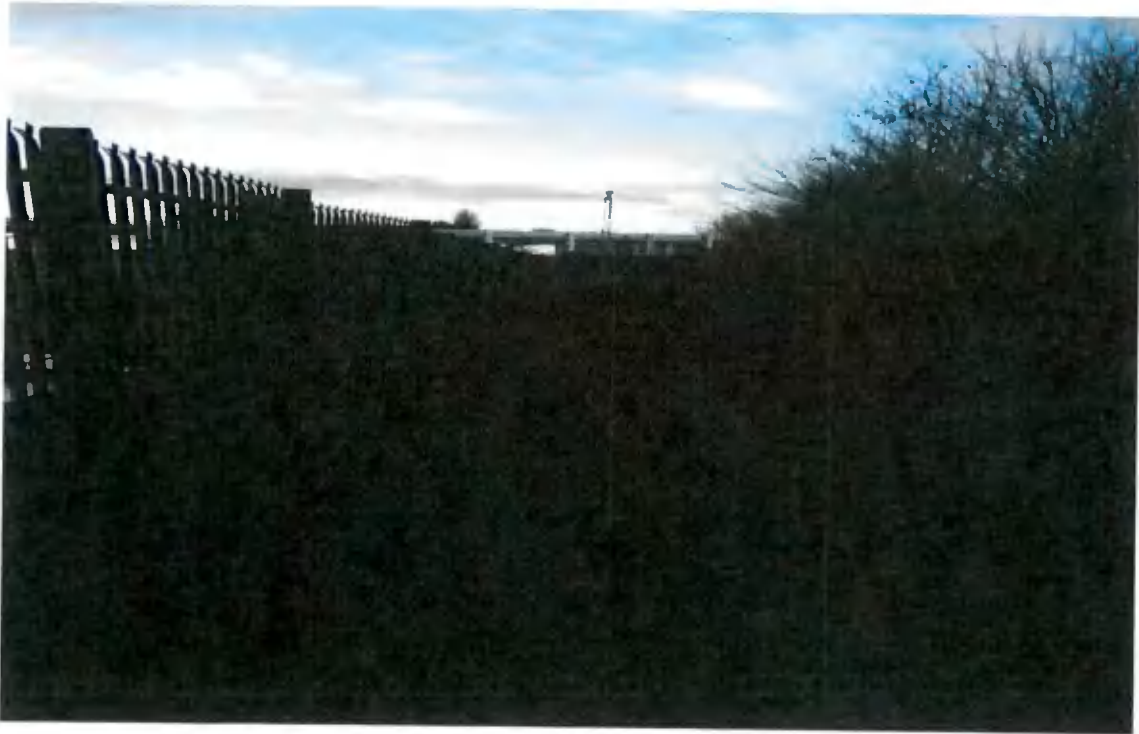
General view of site looking East indicating location of boundary berm and secondary berm.

Image 2



Location of Camera 1 on Takeda site at south east corner of generator yard .

Image 3



Perimeter fence between Edgeconnex and Takeda site along southern perimeter of generator yard indicating misalignment of fencing

Image 4



Damaged manhole within Takeda site at north east corner of proposed generator yard.

Image 5



View of proposed generator yard from north indicating secondary berm along western edge of generator farm, 2 number borehole caps are located within the area of the generator yard.

Image 6



Empty 5 gallon drum located at south west area of proposed generator yard.

Image 7



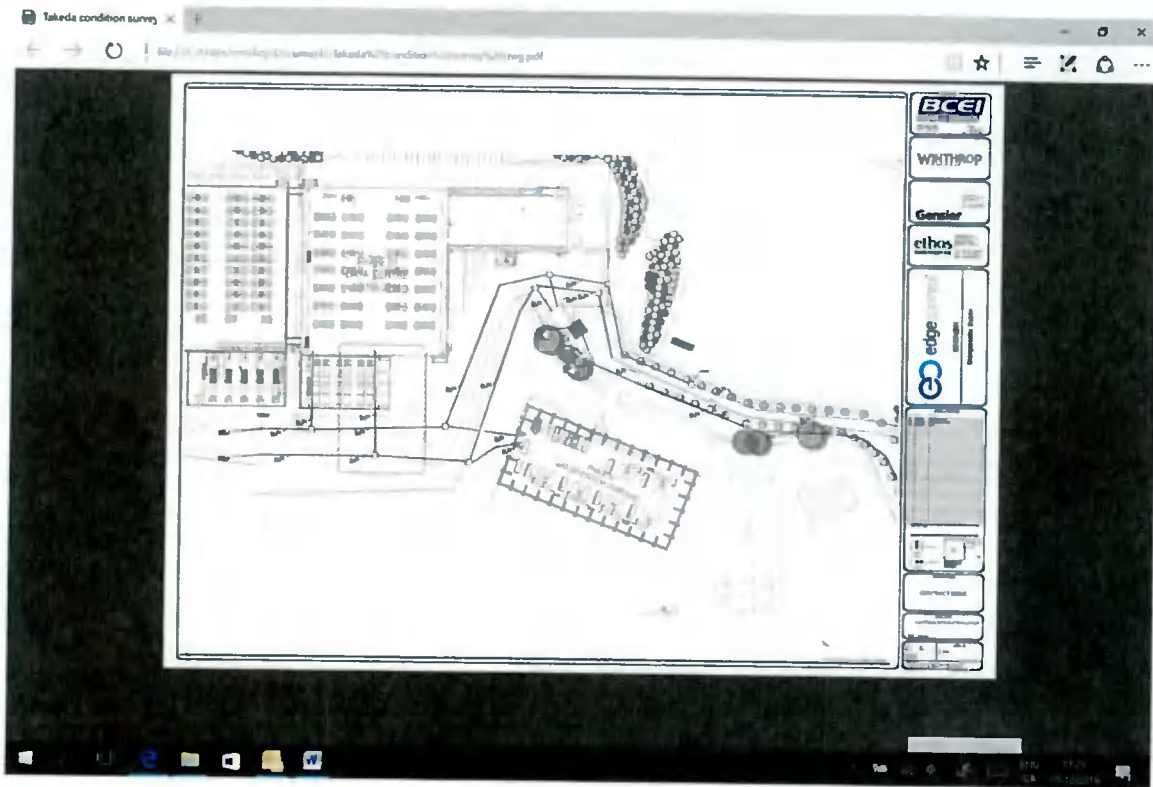
General condition of berm at western edge of proposed generator yard.

Image 8



General condition of perimeter fence at western edge of proposed generator yard.

Image 9



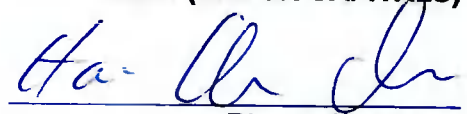
Drawing showing location of proposed generator yard.

IN WITNESS WHEREOF the parties have caused their respective Common Seals were affixed the day and year herein written executed these presents the day and year hereinbefore written.

GIVEN under the Common Seal of the Landlord:


Director

PAUL KEOGH
Name (BLOCK CAPITALS)


Director/Secretary

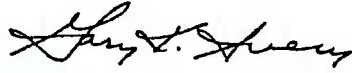
HANS-CHRISTIAAN MEYER
Name (BLOCK CAPITALS)

SIGNED AND DELIVERED
as a deed for and on behalf of
EDGECONNEX IRELAND LIMITED
by its lawfully appointed attorney
in the presence of:



Attorney

Witness signature:



Witness name:

GARY K. AVERY

Witness address:

43253 FAROR HOUSE LN
SOUTH RIDING, VA 20152

Witness occupation:

SOFTWARE ENGINEER

Dated the day of 2016

TAKEDA IRELAND LIMITED

LANDLORD

-and-

EDGECONNEX IRELAND LIMITED

TENANT

LEASE

Lands comprising one acre at Grange Castle Business Park, Dublin 22