

RADORA DEVELOPMENTS LIMITED

- and -

ELM PARK MILLENIUM ENTERPRISES LIMITED

We certify the within copy to be a
true copy of the original.

Dated this 7 day of April 2008
William Fry
William Fry
Solicitors

SUPPLEMENTAL AGREEMENT - 3rd MARCH 2008

Development Area
Elm Park
Merrion Road
Dublin 4

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

016291.0002.NOG

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THIS AGREEMENT made on 3 March

2008

BETWEEN:

RADORA DEVELOPMENTS LIMITED
having its registered office
at Marine House, Clanwilliam Court,
Mount Street, Dublin 2
(hereinafter called the "Vendor")

- and -

ELM PARK MILLENIUM ENTERPRISES
LIMITED
having its registered office
at Marine House, Clanwilliam Court,
Mount Street, Dublin 2
(hereinafter called the "Purchaser")

WHEREAS:

SECTION 1.0 - INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall have the following meanings and interpretations:-

- (a) "Act of the Oireachtas", any act of Parliament or act of the Oireachtas or law of the European Union now in force in the State and such act or law which may hereafter be passed which has force in the State including (without prejudice to the generality of the foregoing) any instrument, directive, regulation or bye-law made thereunder.
- (b) "Assurances", the leases of the Sites and/or the Units whether already granted or to be granted within the Perpetuity Period.
- (c) "Business Day", a full working week day in Dublin other than a Saturday or Sunday and "Business Days" shall be construed accordingly.
- (d) "Completion" the completion of the sale and purchase in accordance with Clause 3.4.
- (e) "Deed to Vendor", an Indenture of Conveyance dated 7 June 2001 between (1) Una O'Neill, Josephine McDonald and Catherine O'Brien and (2) the Vendor.
- (f) "Demised Premises", the property described in the First Schedule hereto.

- (g) "Development", the works being undertaken on the Demised Premises by the Vendor in accordance with Clause 2.1.
- (h) "Perpetuity Period", period of the lives of all lineal descendants of his Britannic Majesty George V living at the date hereof and twenty-one years after the death of the survivor of such descendants.
- (i) "Price", the sum of €10 (ten euro).
- (j) "Purchaser", the party hereto of the second part, and the successors and assigns of the Purchaser.
- (k) "Site", any piece or plot of land within the Demised Premises and the expression "Sites" shall be construed accordingly.
- (l) "Unit", any building or part of a building from time to time within the Demised Premises and the expression "Units" shall be construed accordingly.
- (m) "Vendor", the party hereto of the first part and the successors and assigns of the Vendor being the owner for the time being of the reversion immediately expectant on the Determination of the Term.

1.2 Construction

- (a) References in this Agreement to a statute or section of a statute shall include references to any statutory consolidation, amendment, modification or re-enactment thereof for the time being in force and all regulations, statutory instruments, rules, notices, directions, consents, orders and other provisions made thereunder and any conditions attaching thereto.
- (b) Any covenant in this Agreement by the Vendor or the Purchaser not to do any act or thing shall extend to its not suffering or permitting the doing of that act or thing.
- (c) Any reference in this Agreement to the doing or permitting of any act or thing by the Vendor or Purchaser shall be deemed to include the doing or permitting of that act or thing by the workmen, servants or other employees or duly authorised agents of the Vendor or of the Purchaser.
- (d) The masculine gender shall include the feminine and neuter and vice versa and words importing persons shall include firms or companies and corporations and vice versa and obligations undertaken by two or more parties shall be joint and several obligations.
- (e) Words such as "hereunder" "hereto" "hereof" and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Agreement and not to any particular section, paragraph or sub-paragraph thereof.

- (f) Any reference to a section, clause, paragraph or sub-paragraph shall be a reference to the section, clause, paragraph or sub-paragraph of the provision in which the reference occurs unless from the context it is clear that some other provision is intended.
- (g) Words importing the singular number only shall include the plural and vice versa and where there are two or more persons included in the expression the "Purchaser" then the covenants herein expressed to be made by the Purchaser shall be covenants by such persons jointly and severally.
- (h) In the above definitions unless there is something in the subject or context inconsistent therewith any references to leases and expressions applicable to leases shall include references to licences and other interests and similar expressions insofar as applicable and appropriate to licences and other interests.

1.3 Headings and Captions

The section headings and section captions in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

SECTION 2.0 - RECITALS AND AGREEMENTS

2.1 Management Company Agreement

The Vendor previously entered into an agreement on 18 November 2005 (the "2005 Agreement") with the Purchaser for the disposal of the lands at Merrion, Dublin 4 subject to the terms thereof. The 2005 Agreement did not fully reflect the intention of the parties thereto. Accordingly, the Vendor and the Purchaser have agreed to execute these presents to give effect to the intention of the parties hereto and it is further agreed that this Agreement supersedes the 2005 Agreement in all respects.

2.2 Development

The Demised Premises is being developed as a mixed use development comprising of:-

- (a) a hospital;
- (b) a hotel;
- (c) offices;
- (d) residential units;
- (e) a conference centre;
- (f) a restaurant;
- (g) a leisure centre;

- (h) a crèche;
- (i) ancillary car parking; and
- (j) all other buildings as the Vendor has or shall have erected within the Perpetuity Period.

2.3 Assurances

The Vendor has or intends to demise the Sites and/or the Units by way of the Assurances.

2.4 Agreement

The Vendor has agreed to sell and the Purchaser has agreed to purchase the Demised Premises for the Price subject to and with the benefit of the Assurances.

SECTION 3.0 - SALE AND PURCHASE

3.1 Sale/Purchase

The Vendor shall sell and the Purchaser shall purchase the Demised Premises for the Price subject to and with the benefit of the Assurances.

3.2 Modification

The Purchaser acknowledges that the scheme of development now existing for the Demised Premises may be modified by the Vendor in such manner as the Vendor may think fit.

3.3 Demise

The Vendor shall be at liberty to demise the Sites and/or the Units by way of the Assurances or in any other manner which the Vendor may think fit.

3.4 Completion

The sale and purchase of the Demised Premises pursuant to this Agreement shall be completed within twenty Business Days from the date of service of a notice by the Vendor on the Purchaser advising that the construction of the Development has been completed, and in any event this Agreement shall be completed within the Perpetuity Period.

3.5 Assurance to Purchaser

- (a) The assurance by the Vendor to the Purchaser shall be by way of Indenture of Transfer of the Vendor's interest.

- (b) In the Indenture of Transfer the Purchaser shall indemnify the Vendor in respect of all liability on foot of the covenants on the Vendor's part contained in each the of Deed to Vendor and the Assurances.

3.6 Title

The Purchaser, having been afforded an opportunity to investigate the title of the Vendor to the Demised Premises prior to the execution of this Agreement, shall not be entitled to investigate the title of the Vendor thereto prior to completion and shall not make any objection or requisition whatsoever in relation to such title.

3.7 Documents

On Completion, the Purchaser shall be furnished with the following documents:-

- (a) counterparts of the Assurances (where available); and
- (b) all documents of title in the Vendors' possession in respect of the Demised Premises.

3.8 Conditions of Sale

The General Conditions of Sale (2001 Edition) issued by the Law Society of Ireland (the "General Conditions") shall, insofar as they are not varied by or inconsistent with this Agreement be construed in all respects as applying and forming part of this Agreement. Where a conflict exists between the said General Conditions and this Agreement the terms of this Agreement shall prevail.

3.9 Assignment

The Purchaser shall not be entitled to dispose of its rights and obligations under this Agreement without the prior consent of the Vendor.

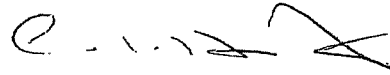
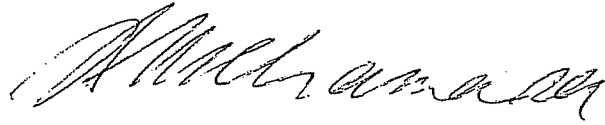
IN WITNESS whereof these presents have been entered into the day and year first herein written.

SCHEDULE

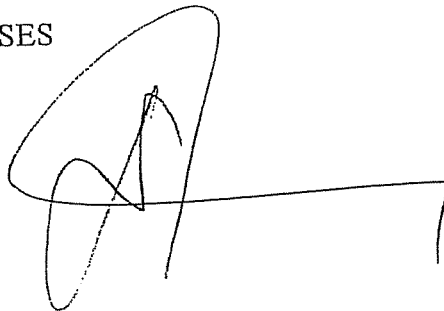
Demised Premises

ALL THAT AND THOSE the lands at Merrion, Dublin 4, shown edged red on the map annexed hereto.

PRESENT when the common seal
of RADORA DEVELOPMENTS LIMITED
was affixed hereto:-



PRESENT when the common seal
of ELM PARK MILLENIUM ENTERPRISES
LIMITED
was affixed hereto:-



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