

Draft
Subject to Contract/Contract Denied

DEED OF VARIATION

eircom LIMITED.

and

Licensee's Registered Company Name

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THIS DEED OF VARIATION is made the **xx** Day of **xxxxxxxxxx** 201**x**

BETWEEN:

(1) **eircom Limited** a company incorporated in Ireland and having its Branch Address at 1 Heuston South Quarter, St. John's Road, Dublin 8. (hereinafter referred to as "**eircom**");

and

(2) **Licensee's Registered Company Name** a company incorporated in Ireland and having its registered office at **Licensee's Registered Address** (hereinafter referred to as "the Licensee").

RECITALS:-

(A) By a Licence Agreement ("the Licence") dated [insert date] commencing the **xx** day of **xxxxxxxx** 20**xx** and made between eircom of the One Part and the **Licensee** of the Other Part, eircom granted the **Licensee** various rights as set out therein in respect of the premises described in Part A of the First Schedule to the Licence and in the Schedule hereto ("the Premises") for the term of ten (10) years subject to the various payments reserved by the Licence and to the observance and performance of the covenants on the Licensee's part and the conditions contained in the Licence.

(B) .This Deed is Supplemental to the Licence and defined terms therein shall have the same meaning in this Deed unless otherwise stated

(C) The following alterations to the Licence in the manner hereafter are required to be made.

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NOW THIS DEED IS WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1 The definition in the Licence of the Payment Days is deleted in its entirety and replaced with the following definition:

“the Payment Days” means the 1st January, 1st April, 1st July and 1st October in each year of the Term and “Payment Day” shall be construed accordingly;

- 2 The Clause 3.2 in the Licence is deleted in its entirety and replaced with the following:

3.2 Save for the first Licence Fee, the Licence Fee shall be paid quarterly in advance by the Licensee on the Payment Days for the Term and in accordance with the provisions in respect of Billing and Payment contained in the Access Agreement.

3. The Clause 3.5 in the Licence is deleted in its entirety and replaced with the following:

3.5 Where the Licence is to expire on a date less than three (3) months from the Payment Day, then that Licence Fee shall be apportioned from the Payment Day to the date of expiry of the Licence.

- 4 That save as hereby modified the Licence shall continue in full force and be deemed always to have operated and shall henceforth shall operate as though the deletions and amendments hereby made were incorporated in the Licence.

- 5 In all other respects the parties hereby confirm the Licence.

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IN WITNESS WHEREOF the parties hereto have executed this document on the day and year first above written.

SCHEDULE

The Premises described in Part A of the First Schedule of the Licence as:

(Site Name)

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SIGNED BY
for and on behalf
of **eircom Ltd**

Witness

SIGNED BY
for and on behalf
of Licensee

Witness

(Site Name)

Draft
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Dated the xx Day of xxxxxxxxxx 201x

eircom LIMITED

and

Licensee Name

**DEED OF VARIATION of Licence
dated [insert date]**

Solicitor's Office,
eircom Ltd.,
1 Heuston Sout Quarter
St. John's Road
Dublin 8