

**DRAFT**

Property: Unit 9 Ballybane Industrial Estate, Galway

**IN THE MATTER OF THE FAMILY HOME PROTECTION ACT 1976, THE FAMILY LAW ACT 1981, THE JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989, THE FAMILY LAW ACT 1995 AND THE FAMILY LAW (DIVORCE) ACT 1996.**

I Michael McAteer, Receiver of Grant Thornton, 24-26 City Quay, Dublin 2 aged 18 years and upwards do solemnly and sincerely declare as follows:

1. This Declaration relates to the property known as Unit 9 Ballybane Industrial Estate, Galway (hereinafter called "the Property").

The Property is the subject matter of a Contract for Sale entered into between Sean Joyce (hereinafter called "the Mortgagor") entered into on behalf of the Mortgagor by the Receiver Michael McAteer of Grant Thornton and [ ] (hereinafter called "the Purchaser") dated the day of 2015 (hereinafter called "the Contract"). The Property is therein referred to as '**ALL THAT AND THOSE** the property known as Unit 9 Ballybane Industrial Estate, Galway being the property more particularly comprised in Folio 29036F of the Register of Freeholders County Galway'.

2. I confirm that I was appointed Receiver over the Property by The Governor and Company of the Bank of Ireland (hereinafter called "the Mortgagee") pursuant to a deed of Mortgage/Charge dated 15 April 1996 (hereinafter called "the Mortgage") and a deed of Appointment of Receiver dated 11 March 2013 (hereinafter called "the Deed of Appointment").

3. I say to the best of my knowledge, information and belief that the Property is not a "Family Home" within the meaning of that term as set out within the Family Home Protection Act 1976, as amended by the Family Law Act 1995. I further say that the Property is not a shared home within the meaning of the term "shared home" in Section 27 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (hereinafter called the "the 2010 Act").

4. I say to the best of my knowledge, information and belief and since the date of my appointment that no married couple nor any other civil partnership within the meanings of the terms "cohabitant" and "qualified cohabitant" respectively in Section 172 of the 2010 Act have ordinarily resided therein save as may be disclosed in the Contract. The Property has not been used for residential purposes during this period save as may be disclosed in the Contract.

5. I say that to the best of my knowledge, information and belief and since the date of my appointment that none of the provisions of the Family Law Act 1981 (hereinafter called "the 1981 Act") apply to the Property and no proceedings of any kind have been threatened or

instituted in relation to the Property under any of the provisions of the 1981 Act. Since the date of our appointment none of the provisions of Part 15 of the 2010 Act apply to the Property and we are not and never have been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms "cohabitant" and "qualified cohabitant" respectively in section 172 of the 2010 Act.

6. I say that to the best of my knowledge, information and belief and since the date of my appointment that no proceedings of any kind have been instituted or threatened and no application or order of any kind has been made, in relation to the Property, under any of the provisions of the Judicial Separation and Family Law Reform Act 1989 (hereinafter called "the 1989 Act") or the Family Law Act 1995 (hereinafter called "the 1995 Act") or the Family Law (Divorce) Act 1996 (hereinafter called "the 1996 Act") or the 2010 Act, and the assurance of the Property to the party or parties mentioned in the paragraph 9 hereof is not a disposition for the purpose of defeating a claim for financial relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 Act).

7. I say that to the best of my knowledge, information and belief and the date of my appointment and save as may be disclosed by the Contract, the Property is not subject to any trust, license, lease, letting agreement tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or Contract entered into by me or by virtue of any direct or indirect financial or other contribution to the purchase thereof or by operation of law or otherwise and the Property is held free from encumbrances save the Mortgage(s) in favour of the Mortgagee.

8. I understand the effect and import of this Declaration, which has been fully explained to me by my solicitor.

9. I make this solemn Declaration conscientiously believing it to be true for the satisfaction of the Purchaser [ ] pursuant to the provisions of the Statutory Declarations Act, 1938.

\_\_\_\_\_  
**Michael McAteer**

DECLARED by the said  
**Michael McAteer**  
at

this \_\_\_\_ day of \_\_\_\_\_ 2015  
before me a practising Solicitor  
who knows the Deponent

\_\_\_\_\_  
PRACTISING SOLICITOR

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FAMILY HOME DECLARATION  
OF

**Michael McAteer**

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**WOODS HOGAN  
Solicitors for the Receiver,  
17, Berkeley Street,  
Dublin 7.  
Ref: 33/092559054**