

J.S. DONALDSON,
LAW PRINTERS.

This Indenture

Made the 27th day of October

One Thousand Nine hundred and Sixty Four BETWEEN ALICE CONEYS of Streamstown, Claddaghduff in the County of Galway, (Married Woman) (Hereinafter called the Vendor) of the One Part AND MAI KING of Market Street, Clifden in the County of Galway, Spinster (hereinafter called the Purchaser) of the Other Part WHEREAS the Vendor is seised and possessed of an inheritance in fee simple of premises at Market Street, Clifden hereinafter more particularly described and intended to be hereby assured AND WHEREAS the Vendor has agreed with the Purchaser for the sale to her of the said premises hereinafter more particularly described and intended to be hereby assured free from incumbrances for the price or sum of £700. 0. 0.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Seven hundred pounds now paid by the Purchaser to the Vendor (the receipt of which is hereby acknowledged) She the Vendor as Beneficial Owner doth hereby grant convey and transfer unto the Purchaser ALL THAT AND THOSE the premises described in the Schedule hereto TO HOLD the same unto and to the use of the Purchaser her heirs and assigns in fee simple. IT IS HEREBY CERTIFIED that the transactions hereby effected does not form part of a larger transaction or of a series of transactions.

IT IS HEREBY CERTIFIED by the Purchaser that the person who becomes entitled to the entire beneficial interest in the property conveyed by this Deed is an Irish Citizen.

IN WITNESS Whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein written.

S C H E D U L E.

ALL THAT AND THOSE the dwellinghouse and premises situate at Market Street, Clifden in which a Grocery and Fancy Goods business is at present carried on by the Purchaser being part of the premises comprised in an Indenture of Conveyance dated the 26th. day of January, 1942 made between Andrew J. Lydon of the One part and the Vendor of the Other Part and therein described as :- " ALL THAT & THOSE the dwellinghouse and premises situate at Market Street, Clifden in the Town of Clifden Parish of Omey Barony of Ballynahinch and County of Galway formerly in the occupation of Hubert Doyle and now vacant held under and Indenture of Fee Farm Grant dated the 20th. February, 1861 from Thomas Eyre to Michael Connolly & John Connolly now subject to the apportioned perpetual Fee Farm rent of Two pounds eleven Shillings and threepence." but now indemnified against the sum of One Pound part thereof.

46 10 November 1964 83

P. J. H. G. C.

46 10 November 1964 83

which said premises are more particularly delineated on the Map or Plan endorsed hereon and thereon edged red.

SIGNED SEALED AND DELIVERED by
the said Alice Coney in
presence of :-

Alice Coney.

*Thomas Connolly
Blyden Colsaaway
law clerk.*

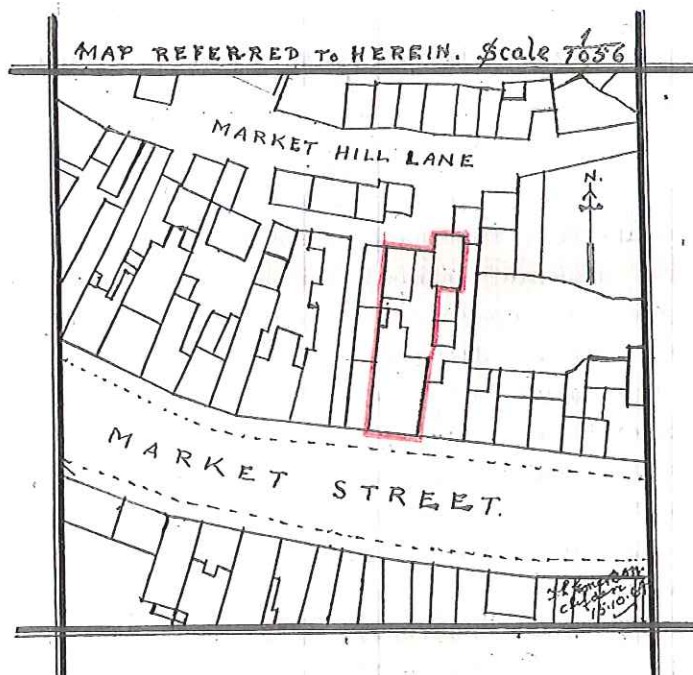
*W. J. Coney
Maitland*

SIGNED SEALED AND DELIVERED by
the said Mai King in presence of :-

Mai King.

*W. J. Coney
Maitland*

*Thomas Connolly
Blyden Colsaaway
law clerk.*



DATE: 1 MAY 61 1964

6

ALICE COMEYS

- TO -

MAL KING.

C O N V E Y A N C E.

CLARK
B 83
- 4 NOV 1964
CLATH
186
72

R. J. Connolly & Son,

Solicitors,

CLIFDEN,

Co. Galway.

F 2207
RA 62
RECEIVED

THIS INDENTURE made the 29th day of November, 2007
BETWEEN Mai King Tarpey of Market Street, Clifden, County Galway
(hereinafter called "the Vendor") of the one part and Thomas Flaherty and
Lee Flaherty of The Square Clifden, County Galway (hereinafter called
"the Purchasers") of the other part.

WHEREAS:

- A. The Vendor is seised of the premises described in the Schedule hereto
(hereinafter called "the Premises") for an estate in fee simple
in possession free from incumbrances.
- B. The Vendor has agreed with the Purchasers for the sale to the Purchasers of
the Premises for an estate in fee simple in possession free from incumbrances
at the price of €500,000.00.

NOW THIS INDENTURE WITNESSETH as follows:

- 1. In pursuance of the said agreement and in consideration of the sum of
€500,000.00 now paid by the Purchasers to the Vendor (the receipt whereof
the Vendor hereby acknowledges) the Vendor as beneficial owner hereby
conveys unto the Purchasers **ALL THAT AND THOSE** the Premises
TO HOLD the same unto and to use of the Purchasers in fee simple.
- 2. It is hereby certified that Section 29 (conveyance on sale combined with
building agreement for dwellinghouse /apartment) of the Stamp Duties
Consolidation Act, 1999 does not apply to this instrument.
- 3. It is hereby further certified that this instrument gives effect to the purchase of
a dwellinghouse.
- 4. It is hereby certified that the consideration (other than rent) for the sale is
wholly attributable to residential property and that the transaction effected by
this instrument does not form part or 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
residential property, or which would be so attributable if the contents of
residential property were considered to be residential property, exceeds
€635,000.00.

IN WITNESS whereof the parties hereto have hereunto set their respective
hands and seals the day and year first above **WRITTEN**.

REGISTERED IN THE REGISTRY OF DEEDS (DUBLIN) AT 3/
MINUTES / SECONDS AFTER 11 O'CLOCK ON THE
25th DAY OF APRIL 2008 BOOK 92 NO 111

J. Cuihite for AR

P12106/08
98

0800017128

07/03/08-PDEUR26:250
*CY26250



SCHEDULE
(The Premises)

ALL THAT AND THOSE the dwellinghouse hereditaments and premises
situate at Market Street, Clifden in the Town of Clifden, Parish of Omev,
Barony of Ballynahinch and County of Galway as more particularly described
on the map attached hereto and thereon edged with a red verge line.

SIGNED SEALED and DELIVERED
by the **Vendor**
in the presence of:

Mai Tarpey

2 ff
Cliffen
Luh

SIGNED SEALED and DELIVERED
by the **Purchaser**
in the presence of:

de Intention
Police non
Cliffen

1 ff
Du Raderly

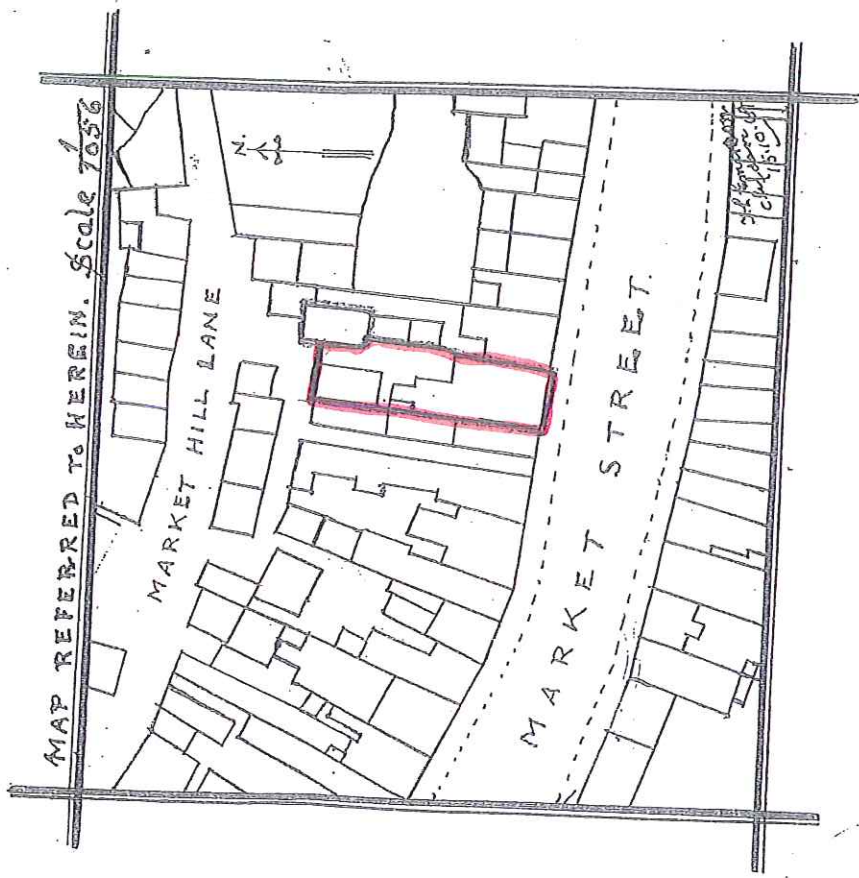
I, Dave Tarpey, the lawful Spouse of the within named Mai Tarpey, registered owner, hereby pursuant to the Section 3 of the Family Home Protection Act, 1996, consent to the Sale of the within mentioned Property for the sum of € 500,000.00.

SIGNED

by the said **Dave Tarpey**
in the presence of:

Dave Tarpey

2 ff
Cliffen.
Luh.



DATED THE 29th DAY OF
NOVEMBER, 2007

MAI KING TARPEY

TO

THOMAS FLAHERTY AND
LEE FLAHERTY

DEED OF CONVEYANCE



MANNION AIRD & CO.,
SOLICITORS,
CLIFDEN,
COUNTY GALWAY

FILE REF: 7639

0800017128

P-12106-08

I Mai King Tarpey of Market Street Clifden, in the County of Galway aged 18 years and upwards hereby make oath and say as follows:-

1. I and my predecessors in title have been in sole and exclusive beneficial occupation of a dwellinghouse and premises as described in Deed of Conveyance made the 27th day of October, 1964 between Alice Coneys of the One Part and I your Deponent herein of the Other Part, since the 27th day of October, 1964 and in sole receipt of the rents and profits thereof and no acknowledgement has been given by us in favour of any person in respect of same or any part thereof.
2. I say that I and my predecessors in title have occupied held and enjoyed the property in Fee Simple since the 27th day of October, 1964 without any adverse claim or objection from any person.
3. I am entitled for my own benefit to the Fee Simple interest in the property and I am not aware of any contract or agreement for sale or of any mortgage, charge, lease agreement for lease, restrictive covenant or encumbrance affecting the property or any part thereof and I declare that there is no person in possession or occupation of the property or any part thereof adversely to my estate or interest therein.
4. I am not aware of any question or doubt affecting the title to the property or any part thereof or of any matter or thing whereby the title is or may be impeached, affected or called in question in any manner whatever.

5. I beg to refer to an Indenture of Conveyance dated the 27th day of October, 1964 between Alice Coneys of the One Part and I your Deponent of the Other Part and in particular the Schedule thereto which refers to a Fee Farm Grant of the 20th February, 1861 and made between Thomas Eyre of the One Part and Michael Connolly and John Connolly of the Other Part. I say that at the date of the said Conveyance I was in possession of the property and remain in possession thereof as of the date of swearing hereof. I acquired the property from Alice Coneys who had been in possession of the property for many years before that.

6. I say that the Indenture of Conveyance dated the 26th day of January, 1942 made between Andrew J. Lydon of the One Part and Alice Coneys of the Other Part is lost. It was never in my possession or within my power of procurement. It has not been pledged by me to any Financial Institution as security for any loan or any monies borrowed. It was not furnished to me by R. J. Connolly & Son Solicitors when they produced Deed of Indenture made the 27th day of October, 1964 Alice Coneys of the One Part and I your Deponent of the Other Part to me. A search by Mannion Aird & Co., Solicitors in the papers of R. J. Connolly & Son has failed to locate the same.

7. I say that the Fee Farm Grant dated the 8th February 1861 is lost. It was never in my possession or within my power of procurement. It has not been pledged by me to any Financial Institution as security for any loan or any monies borrowed. It was not furnished to me by R. J. Connolly & Son Solicitors. A search by Mannion Aird & Co., Solicitors in the papers of R. J. Connolly & Son has failed to locate the same.

8. I make this Affidavit from facts within my own knowledge, save where otherwise appear and where so appearing I believe the same to be true and for the benefit of Thomas Flaherty and Lee Flaherty.

SWORN before me by
Mai King Tarpey who is
Personally known to me
At Clifden, in the County of
Galway this 30 day of
March 2007.

Mai Tarpey
Mai King Tarpey

Thomas Conoley
COMMISSIONER FOR OATHS

Dated the day of 2006

**DECLARATION OF
MAI KING TARPEY**

**Mannion Aird & Co.,
Solicitors,
Clifden,
County Galway.**

File Ref: JJM/SG/7639

Dated 3rd February 2015

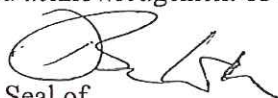
DEED OF APPOINTMENT OF RECEIVER

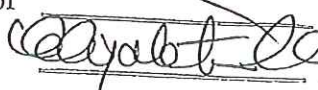
In pursuance of the powers contained in the Deed of Mortgage dated 29th day of November 2007 and made between THOMAS FLAHERTY AND LEE FLAHERTY of the Square, Clifden, County Galway as Mortgagors and AIB MORTGAGE BANK and ALLIED IRISH BANKS p.l.c. as Lenders and which mortgaged to the Lenders the property set out in the Schedule hereto ("the Mortgage Deed"), ALLIED IRISH BANKS p.l.c. ("the Bank") does **HEREBY APPOINT** Aengus Burns and Paul McCann of Grant Thornton, Ground Floor, Merchants Square, Merchants Road, Galway to be **JOINT RECEIVERS** of the assets and properties mortgaged, charged (by fixed or floating charge) and assigned in the Mortgage Deed and such Joint Receivers shall have and be entitled to exercise the powers conferred upon them by the Mortgage Deed and by law:

Dated this 3rd day of February 2015 at o'clock in the noon.

IN WITNESS whereof the Bank has hereunto executed this appointment as a Deed and the Joint Receivers have hereunto set their hand and delivered this appointment as a Deed by way of receipt and acknowledgement of this appointment.

GIVEN under the Common Seal of
ALLIED IRISH BANKS P.L.C.
And DELIVERED as a DEED



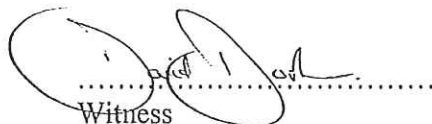
Authorised Signatory


Authorised Signatory

We hereby acknowledge receipt of this Deed and accept the appointment thereby notified upon and subject to the conditions above referred to and more particularly contained in the Mortgage Deed.

SIGNED and DELIVERED as a deed by
AENGUS BURNS
in the presence of:




.....
Witness

06/02/2015 @ 11am.
.....
Date

DAVID DONNELL
Print Name:

ADDRESS ATHENRY, CO. GALWAY.
OCCUPATION ACCOUNTANT.

Deed of Appointment of Receiver re Market St, Clifden

SIGNED and DELIVERED as a deed by
PAUL MCCANN
in the presence of:



.....Paul Fox.....
Witness

.....06/02/2015 @ 11am.....
Date

JANE FOX
Print Name:

ADDRESS 24-26 City Quay, DUBLIN 2
OCCUPATION PA.

SCHEDULE

ALL THAT AND THOSE the dwellinghouse hereditaments and premises situate at Market Street, Clifden in the town of Clifden, Parish of Omev, Barony of Ballynahinch and County of Galway, as described on map attached to Deed dated 29th November 2007 Mai King Tarpey with the Mortgagors.

Dated the day of 2015

DEED OF APPOINTMENT OF RECEIVER

INDEPENDENT LEGAL ADVICE SHOULD BE TAKEN BEFORE SIGNING THIS DOCUMENT



MORTGAGE FOR PRESENT AND FUTURE ADVANCES

**IN FAVOUR OF EACH OF
AIB MORTGAGE BANK & ALLIED IRISH BANKS, p.l.c.**

- Consent to Mortgage
 - Deed of Mortgage
- Consent to Confirmation
 - Deed of Confirmation
 - Deed of Release
 - Receipt

The Deed of Confirmation (a non-recourse supplemental mortgage) must be executed by any person or the
who may have acquired any financial, equitable or beneficial estate or interest in the Mortgaged Property; and
of
the same unto

CONSENT TO MORTGAGE

The Family Home Protection Act, 1976

I, _____

of _____

state as follows:-

1. I am the lawful spouse of the within named Mortgagor/one of persons named as Mortgagor in the within Mortgage.
2. The Mortgaged Property described in paragraph 3 of the Schedule to the within Mortgage is my Family Home within the meaning of the Family Home Protection Act, 1976.
3. I am aware that by virtue of section 3 of the above Act the Mortgaged Property cannot be mortgaged without my prior consent in writing.
4. I acknowledge that I have been advised in regard to the provisions of the above Act as they affect me in relation to the Mortgaged Property and I am aware that it is intended that the Mortgage is to be security not only for any initial advance to the Mortgagor but all Total Debt (as defined in the Mortgage) to be incurred by the Mortgagor to either of the Lenders (as defined in the Mortgage). I have read and understood the Mortgage and the AIB Mortgage Conditions (2006 Edition) or they have been explained to me and I understand them.
5. I understand that my home is at risk, and that either or both of the Lenders (as defined in the Mortgage) may repossess and sell my family home, if payments on the Total Debt (including any loans secured by the Mortgage and held by the relevant Lender) are not kept up.
6. I confirm that I have been advised to seek independent legal advice before signing this consent. If I have chosen not to follow that advice, my choice was voluntary.
7. I hereby fully and freely give my prior consent for the purposes of section 3 of the above Act to the Mortgage which is intended to be executed after I execute this consent.

Dated _____ day of _____

SIGNED by the said _____

in the presence of _____

Signature of Witnessing Solicitor _____

Name of Solicitor _____

Name of Firm _____

Address _____

THIS MORTGAGE made on the date specified at paragraph 1 in the Schedule

BETWEEN

- (1) **The Mortgagor** being the person or persons named at paragraph 2 of the Schedule, including any personal representatives, successors or assigns and any persons deriving title under the Mortgagor to the Mortgaged Property (the "**Mortgagor**");
- (2) **AIB MORTGAGE BANK** having its registered office at Bankcentre, Ballsbridge, Dublin 4 ("**AIB Mortgage Bank**"); and
- (3) **ALLIED IRISH BANKS, p.l.c.** having its registered office at Bankcentre, Ballsbridge, Dublin 4 ("**AIB**"),

IN CONSIDERATION of the agreement of the Lender(s) to make available the Total Debt (or any part thereof) to the Mortgagor (the receipt whereof the Mortgagor hereby acknowledges) **WITNESSETH** as follows:

1. Terms used herein but not otherwise defined shall have the meaning given thereto in the AIB Mortgage Conditions. In this Mortgage:
"AIB Mortgage Conditions" means the AIB Mortgage Conditions (2006 Edition);
"Lenders" means AIB Mortgage Bank and AIB including any of their transferees, successors and assigns and
"Lender" means either of them;
"Mortgage" means this mortgage (including the Schedule) and the AIB Mortgage Conditions;
"Mortgaged Property" means the lands and premises described in paragraph 3 of the Schedule and as more fully defined in the AIB Mortgage Conditions;
"Registered Land" means land and premises the title to which is registered in the Land Registry under the Registration of Title Act, 1964; and
"Schedule" means the schedule to this Mortgage.
2. **What this Mortgage Secures**
 - 2.1 The Mortgagor hereby covenants with each of the Lenders to pay the Total Debt owing to each such Lender in accordance with this Mortgage. This Mortgage shall be security for the Total Debt owing to each Lender, whether or not a Lender holds other security.
 - 2.2 This Mortgage shall secure the Total Debt owing to each Lender severally but not jointly.
 - 2.3 "**Total Debt**" means, in relation to either Lender, the aggregate of (a), (b), (c) and (d) below:
 - (a) all amounts payable by the Mortgagor in respect of any loans or credits of any nature made or granted by that Lender to the Mortgagor now or at any time in the future in whatever currency (including, without limitation, principal, interest, costs and expenses and all amounts payable by the Mortgagor under any letter of offer, loan agreement or contract involving an extension of credit of any nature made by that Lender to or with the Mortgagor now or at any time in the future), in each case, under terms which require the Mortgagor to provide or maintain this Mortgage as security therefor; and
 - (b) all amounts, liabilities, obligations (either actual or contingent) which the Mortgagor may owe to that Lender now or at any time in the future in whatever currency and whether on any current account or otherwise in any manner whatsoever as principal debtor, whether alone or jointly and severally or severally with any other person, in each case, under terms which require the Mortgagor to provide or maintain this Mortgage as security therefor;
 - (c) all amounts, liabilities, obligations (either actual or contingent) which the Mortgagor may owe to that Lender now or at any time in the future in whatever currency and in any manner whatsoever under any guarantee, indemnity or other contract of surety, whether alone or jointly and severally or severally with any other person; and
 - (d) all Expenses incurred by that Lender in accordance with the terms of this Mortgage on the basis of a complete, unlimited and unqualified indemnity to that Lender by the Mortgagor and all other amounts which the Mortgagor is liable for under this Mortgage.

3. The Security

3.1 Registered Land

The Mortgagor, as registered owner or as the person entitled to be registered as owner, hereby **CHARGES** so much of the Mortgaged Property as is Registered Land with the payment of the Total Debt owing to each of the Lenders in accordance with the terms of this Mortgage. The Mortgagor assents to the registration of this charge as a burden on the Mortgaged Property and to the use for that purpose of the Land Certificate(s) (if any) issued in respect of the Mortgaged Property. The address of AIB Mortgage Bank and AIB in the State for the service of notices is as given above and the description of each is a bank.

3.2 Unregistered Land

The Mortgagor as beneficial owner hereby:

- (a) **DEMISES** unto each of the Lenders as tenants in common so much of the Mortgaged Property as is of freehold tenure (save for any parts the freehold ownership whereof is Registered Land) to hold the same unto and to the use of each of the Lenders as tenants in common for the term of 10,000 years from the date of this Mortgage; and
- (b) **DEMISES** unto each of the Lenders as tenants in common so much of the Mortgaged Property as is of leasehold tenure (save for any parts the leasehold ownership whereof is Registered Land) to hold the same unto

REGISTERED IN THE REGISTRY OF DEEDS (DUBLIN) AT 3/ MINUTES 2 SECONDS AFTER 11 O'CLOCK ON THE 25 DAY OF APRIL 2008 BOOK 92 NO 112

J. Confluth for A.R.

P12/107/08
JG

and to the use of each of the Lenders as tenants in common for the unexpired term (except for the last three days) of the Mortgagor's leasehold tenure under which the Mortgaged Property is now held by the Mortgagor,

subject, in each case, to the Mortgagor's right to redeem this Mortgage contained in the AIB Mortgage Conditions and to clause 2.2.

- 3.3** The Mortgagor hereby declares that he shall henceforth stand possessed of the nominal leasehold or freehold reversion or reversions hereby reserved or any further or other interest the Mortgagor may hereafter during the continuance of this Mortgage have or acquire in the Mortgaged Property in trust for the Lenders as tenants in common subject to the Mortgagor's right to redeem this Mortgage contained in the AIB Mortgage Conditions and to clause 2.2 and to dispose thereof as the Lenders shall direct **AND** authorises the Lenders to appoint a new trustee or new trustees of any such reversion or reversions and in particular at any time or times to appoint such new trustee or trustees in place of the Mortgagor or any trustee or trustees appointed hereunder as if the Mortgagor or any such trustee or trustees were incapable of acting in the trusts thereof hereby declared.

3.4 Additional Rights and Interests

The Mortgagor, in so far as he is empowered to do so, as beneficial owner hereby assigns unto each of the Lenders as tenants in common the benefit of the Additional Rights and Interests subject to the Mortgagor's right to redeem this Mortgage contained in the AIB Mortgage Conditions and to clause 2.2.

3.5 Power of Attorney

The Mortgagor hereby irrevocably appoints the Secretary of each Lender acting solely as his attorney in his name and on his behalf and at his expense, as security for his obligations under this Mortgage, to do (but without being obliged to do so) all or any of the Delegated Matters.

4. AIB Mortgage Conditions

The AIB Mortgage Conditions are hereby incorporated in this Mortgage. In the event of any conflict between the terms of the AIB Mortgage Conditions and this Mortgage, the terms of this Mortgage shall prevail.

5. Ranking of Security

- 5.1** The Lenders hereby agree and the Mortgagor hereby acknowledges that regardless of anything else to the contrary in this Mortgage:

(a) until AIB Mortgage Bank has granted a full release or discharge of this Mortgage (the "**AIB Mortgage Bank Release Date**");

- (i) this Mortgage shall rank first as security for the Total Debt owing to AIB Mortgage Bank in priority in all respects to the security held under this Mortgage by AIB; and
- (ii) thereafter shall rank next as security for the Total Debt owing to AIB; and

(b) after the AIB Mortgage Bank Release Date, for so long as any Total Debt remains owing to AIB, this Mortgage shall rank as security for the Total Debt owing to AIB, regardless of:-

- (i) the order, registration, notice, execution, or date of any of the security contained in this Mortgage; or
- (ii) the creation in favour of either of the Lenders of any further or additional security over the undertaking, properties or assets of the Mortgagor; or
- (iii) any fluctuation in any Total Debt from time to time owing to either of the Lenders or the date on which any Total Debt is incurred; or
- (iv) any contrary provision in any agreement between the Mortgagor and any Lender.

- 5.2** Until the AIB Mortgage Bank Release Date, this Mortgage may be enforced only by AIB Mortgage Bank and AIB shall not take any steps to enforce this Mortgage, appoint any receiver or take possession of the Mortgaged Property without the prior written consent of AIB Mortgage Bank.

6. Declaration of Trust

- 6.1** Until the AIB Mortgage Bank Release Date, AIB hereby declares that it:

- (a) holds the legal title to, and all other rights created by this Mortgage upon trust for AIB Mortgage Bank; and
- (b) will convey, sub-demise or otherwise transfer in whatever manner its rights under this Mortgage to AIB Mortgage Bank or to such persons, at all times and in such manner or will otherwise deal with this Mortgage as AIB Mortgage Bank shall direct.

Each of the Mortgagor and AIB Mortgage Bank hereby acknowledges the creation of the trust in favour of AIB Mortgage Bank under this clause 6.1.

- 6.2** At the AIB Mortgage Bank Release Date, the trust declared in clause 6.1 shall be terminated and any interest conveyed, demised or otherwise transferred to AIB Mortgage Bank under clause 6.1 shall be reconveyed, released, surrendered and otherwise transferred by AIB Mortgage Bank to AIB.

In Witness whereof the common seals of the Lenders have been affixed hereto and the Mortgagor (being an individual(s)) has hereunto set his hand and affixed his seal or the Mortgagor (being a body corporate(s)) has caused its corporate or common seal to be affixed hereto the day and year first herein **Written**.

SCHEDULE

1. The Date: 29 November 2007
2. Names(s) of The Mortgagor: Thomas Flaherty and Lee Flaherty
(both) of The Square Clifden County Galway

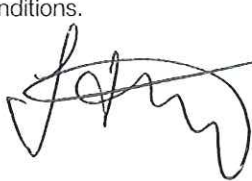
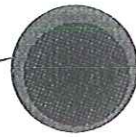
3. The Mortgaged Property:

ALL THAT AND THOSE the dwellinghouse hereditaments and premises situate at Market Street Clifden in the Town of Clifden Parish of Omev, Barony of Ballynabrack and County of Galway, as described on map attached to Deed dated 29-11-2007 Mai King Tansey with the mortgagors.

This Mortgage incorporates the clauses set out in the AIB Mortgage Conditions (2006 Edition) and the Mortgagor **ACKNOWLEDGES RECEIPT** of those conditions.

SIGNED SEALED AND DELIVERED

by the Mortgagor in the presence of:

Witness signature



Witness name

JOHN J. MANNION

Witness address

CUPDEN

Witness occupation

SOLICITOR

SIGNED SEALED AND DELIVERED

by the Mortgagor in the presence of:

Witness signature



Witness name

JOHN J. MANNION

Witness address

Cupden

Witness occupation

Solicitor

PRESENT when the Common Seal
of **AIB MORTGAGE BANK** was affixed
hereto:-

PRESENT when the Common Seal
of **ALLIED IRISH BANKS, p.l.c.** was affixed
hereto:-

CONSENT TO DEED OF CONFIRMATION

The Family Home Protection Act, 1976

I, _____
of _____

hereby state:-

1. I am the lawful spouse of the within named Beneficiary/one of persons named as Beneficiary in the within Deed of Confirmation.
2. The Mortgaged Property described in paragraph 3 of the Schedule to the within Mortgage is my Family Home within the meaning of the Family Home Protection Act, 1976.
3. I am aware that by virtue of section 3 of the above Act the Mortgaged Property described in the schedule to the Mortgage cannot be mortgaged without my prior consent in writing.
4. I acknowledge that I have been advised in regard to the provisions of the above Act as they affect me in relation to the Mortgaged Property and I am aware that it is intended that the Mortgage is to be security not only for any initial advance to the Mortgagor but all Total Debt (as defined in the Mortgage) to be incurred by the Mortgagor to AIB Mortgage Bank and/or Allied Irish Banks, p.l.c. I have read and understood the Mortgage and the AIB Mortgage Conditions (2006 Edition) or they have been explained to me and I understand them.
5. I understand that my home is at risk, and that either of AIB Mortgage Bank and/or Allied Irish Banks, p.l.c., their respective transferors, successors or assigns may repossess and sell my family home, if payments on the Total Debt (including any loans held by either of them and secured by the Mortgage) are not kept up.
6. I confirm that I have been advised to seek independent legal advice before signing this consent. If I have chosen not to follow that advice, my choice was voluntary.
7. I hereby fully and freely give my prior consent for the purposes of section 3 of the above Act to the Mortgage which is intended to be executed after I execute this consent.

Dated _____ day of _____

SIGNED by the said _____

in the presence of _____

Signature of Witnessing Solicitor _____

Name of Solicitor _____

Name of Firm _____

Address _____

DEED OF CONFIRMATION

INDEPENDENT LEGAL ADVICE SHOULD BE TAKEN BEFORE SIGNING THIS DOCUMENT

THIS DEED made of _____ day of _____ 20____

BETWEEN

(1) _____ of _____ (the "Beneficiary");

(2) AIB MORTGAGE BANK having its registered office at Bankcentre, Ballsbridge, Dublin 4; and

(3) ALLIED IRISH BANKS, p.l.c., having its registered office at Bankcentre, Ballsbridge, Dublin 4,

(each of AIB Mortgage Bank and Allied Irish Banks, p.l.c. being referred to in this Deed as a "Lender" and, together, the "Lenders"),

WHEREAS:-

- A. This Deed of Confirmation is supplemental to the within Mortgage.
- B. Arising out of the investigation of the Mortgagor's title to the Mortgaged Property it is apprehended that the Beneficiary may have some beneficial estate right title or interest in the Mortgaged Property.
- C. The Beneficiary at the request of the Mortgagor has agreed to execute this Deed for the purpose of confirming the Mortgage and further assuring the Mortgaged Property to the Lenders as security for the Total Debt owing to each of the Lenders secured by the Mortgage.

NOW THIS DEED made in pursuance of the said agreement between the Mortgagor and the Beneficiary and in consideration of the agreement of the Lender(s) to make available the Total Debt (or any part thereof) to the Mortgagor

WITNESSES as follows:-

1. The Beneficiary as to all (if any) of the Beneficiary's beneficial estate right title and interest hereby:
 - (a) DEMISES unto each of the Lenders as tenants in common so much of the Mortgaged Property as is of freehold tenure (save for any parts the freehold ownership whereof is Registered Land) to hold the same unto and to the use of each of the Lenders as tenants in common for the term of 10,000 years from the date of this Deed of Confirmation; and
 - (b) DEMISES unto each of the Lenders as tenants in common so much the Mortgaged Property as is of leasehold tenure (save for any parts the leasehold ownership whereof is Registered Land) to hold the same unto and to the use of each of the Lenders as tenants in common for the unexpired term (except for the last three days) of the Mortgagor's leasehold tenure under which the Mortgaged Property is now held by the Mortgagor,subject, in each case, to the Mortgagor's right to redeem the Mortgage contained in the AIB Mortgage Conditions and to clause 2.2 of the Mortgage.
2. The Beneficiary as to all (if any) of the Beneficiary's beneficial estate, right, title and interest hereby confirms the trust of the nominal reversion or nominal reversions (created by the combined operation of the Mortgage, the Mortgage Conditions and this Deed of Confirmation) declared in the Mortgage in favour of the Lenders as tenants in common and the authority given to the Lenders as tenants in common in the Mortgage to appoint a new trustee or new trustees of any such reversion and the irrevocable appointment of each Secretary of the Lenders as attorney of the Mortgagor contained in clause 3.5 of the Mortgage.
3. The Beneficiary as to all (if any) the Beneficiary's beneficial estate right title and interest as beneficial owner hereby confirms the charge created by the Mortgage on so much of the Mortgaged Property as is Registered Land with the payment of the Total Debt owing to each Lender.
4. The Beneficiary as to all (if any) the Beneficiary's beneficial estate right title and interest as beneficial owner, in so far as he is empowered to do so, hereby assigns unto each of the Lenders as tenants in common the benefit of the Additional Rights and Interests subject to the Mortgagor's right to redeem the Mortgage contained in the AIB Mortgage Conditions and to clause 2.2 of the Mortgage.
5. The security created by the Beneficiary under this Deed of Confirmation shall have the same ranking as between the Lenders as applies to the Mortgage and shall be held in accordance with the declaration of trust contained in the Mortgage as if clauses 5 and 6 of the Mortgage was set out herein and all references in those clauses to the Mortgagor were references to the Beneficiary and references to this Mortgage were references to the Mortgage.
6. The Beneficiary hereby further acknowledges that all of the powers remedies and rights of each Lender under the provisions of the Mortgage or implied by statute in the Mortgage shall be exercisable by each Lender without notice to the Beneficiary AND notwithstanding anything contained in this Deed of Confirmation the Beneficiary shall not be deemed to have any rights of a mortgagor in respect of the Mortgaged Property.

7. References in this Deed of Confirmation to a "**Lender**" or to the "**Lenders**" shall include a reference to its/their respective assigns, transferees or successors.
8. This Deed of Confirmation incorporates the clauses set out in the AIB Mortgage Conditions (2006 Edition) and the Beneficiary **ACKNOWLEDGES RECEIPT** of those conditions.

In Witness whereof the common seals of the Lenders have been affixed hereto and the Mortgagor (being an individual(s)) has hereunto set his hand and affixed his seal or the Mortgagor (being a body corporate(s)) has caused its corporate or common seal to be affixed hereto the day and year first herein **Written**.

SIGNED SEALED AND DELIVERED

by the Beneficiary in the presence of:

Witness signature _____

Witness name _____

Witness address _____

Witness occupation _____

PRESENT when the Common Seal
of **AIB MORTGAGE BANK** was affixed
hereto:-

PRESENT when the Common Seal
of **ALLIED IRISH BANKS, p.l.c.** was affixed
hereto:-

DEED OF RELEASE

Of the Mortgaged Property as respects the Lenders

This Deed made of _____ day of _____ 20_____

BETWEEN

- (1) **AIB MORTGAGE BANK** having its registered office at Bankcentre, Ballsbridge, Dublin 4;
 - (2) **ALLIED IRISH BANKS, p.l.c.** having its registered office at Bankcentre, Ballsbridge, Dublin 4,
- (including their respective assigns, transferees or successors, together, the "**Lenders**" and "**Lender**" shall mean either of them); and
- (3) **The Mortgagor** being the person or persons named at paragraph 2 of the Schedule to the Mortgage, including any personal representatives, successors or assigns and any persons deriving title under the Mortgagor to the Mortgaged Property (the "**Mortgagor**");

Whereas

- (A) By the within Mortgage between the Mortgagor and the Lenders (the "**Mortgage**"), the Mortgagor mortgaged and charged to each of the Lenders as tenants in common the property described in paragraph 3 of the Schedule to the Mortgage (the "**Mortgaged Property**").
- (B) The Mortgagor has requested the Lenders to release and discharge the Mortgaged Property from the Mortgage which the Lenders have agreed to do in the manner hereinafter appearing. This release and discharge shall release the security created by the Mortgage in favour of the Lenders.

In consideration of the premises **witnesseth** as follows:

1. **Registered Land**

Each Lender as registered owner and tenant in common of the charge created by the Mortgage over so much of the Mortgaged Property as is Registered Land (particulars of which charge are set out in the Schedule hereto) in respect of the Total Debt (as defined in the Mortgage) owing to that Lender hereby requires a note of the **Discharge** of the said charge as a burden on the Mortgaged Property to be entered in the Folio or Folios of the Register on which the Mortgaged Property and the said charge are registered.

2. **Unregistered Land**

Each Lender as mortgagee and tenant in common hereby:

- (a) **ASSIGNS SURRENDERS AND RELEASES** unto the Mortgagor so much of the Mortgaged Property as is of freehold tenure (save for any parts the freehold ownership whereof is Registered Land) comprised in and demised by the Mortgage in favour of that Lender or which is by any means vested in that Lender subject to redemption by virtue of the Mortgage **TO HOLD** the same for all the residue or residues now unexpired of the term of 10,000 years from the date of the Mortgage **TO THE INTENT** that the term or terms of years granted by the Mortgage in favour of the Lender shall forthwith merge in the freehold and inheritance and become extinguished; and
- (b) **ASSIGNS SURRENDERS AND RELEASES** unto the Mortgagor so much of the Mortgaged Property as is of leasehold tenure (save for any parts the leasehold ownership whereof is Registered Land) comprised in and demised by the Mortgage in favour of that Lender or which is by any means vested in that Lender subject to redemption by virtue of the Mortgage **TO HOLD** the same for all the residue or residues now unexpired of the term or terms of years of the lease or leases under which the same are now held **TO THE INTENT** that the term or terms of years granted by the Mortgage in favour of the Lender shall forthwith merge in the term or respective terms of years out of which the same was or were carved and become extinguished,

in each case, so that the Mortgaged Property may henceforth be held by the Mortgagor **freed and discharged** from the Total Debt (as defined in the Mortgage) owing to that Lender and from all charges and demands made or to be made by that Lender under the within Mortgage.

- 3 Each Lender as assignee and tenant in common hereby releases and discharges the Additional Rights and Interests from all security constituted by the Mortgage in favour of the Lenders and re-assigns to the Mortgagor the benefit of the Additional Rights and Interests assigned to it under the Mortgage to the intent that the same shall be henceforth held freed and discharged from such security and from all claims under the Mortgage.

In Witness whereof the common seals of the Lenders have been affixed hereto and the Mortgagor (being an individual(s)) has hereunto set his hand and affixed his seal or the Mortgagor (being a body corporate(s)) has caused its corporate or common seal to be affixed hereto the day and year first herein **Written**.

SCHEDULE

Charge for present and future advances registered on the _____ day of _____ 20____

at Entry No. _____ as a burden on the Mortgaged Property described in _____

Folio _____ of the Register County _____

PRESENT when the Common Seal
of **AIB MORTGAGE BANK** was affixed
hereto:-

PRESENT when the Common Seal
of **ALLIED IRISH BANKS, p.l.c.** was affixed
hereto:-

SIGNED SEALED and DELIVERED
by the Mortgagor in the presence of:-

SIGNED SEALED and DELIVERED
by the Mortgagor in the presence of:-

RECEIPT

(pursuant to Section 18 of the Housing Act, 1988)

Each of AIB Mortgage Bank and Allied Irish Banks, p.l.c. hereby acknowledges receipt of all moneys secured by the within Deed of Mortgage.

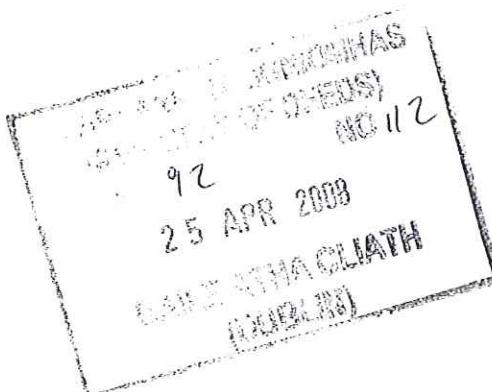
IN WITNESS whereof the common seal of AIB Mortgage Bank, has been affixed hereto this

_____ day of _____ 20_____

PRESENT when the Common Seal
of **AIB MORTGAGE BANK**
was affixed hereto:

IN WITNESS whereof the common seal of Allied Irish Banks, p.l.c., has been affixed hereto this
_____ day of _____ 20_____

PRESENT when the Common Seal
of **ALLIED IRISH BANKS, p.l.c.**
was affixed hereto:



STATUTORY DECLARATION OF MAI KING TARPEY

I, Mai King Tarpey of Clifden, in the County of Galway,
aged 18 years and upwards do solemnly and sincerely declare as follows:-

1. I am the registered owner of the property situate at Market Street, Clifden, in the Parish of Omev, Barony of Ballinahinch and County of Galway as more particularly outlined on the map attached hereto and thereon outlined with a red verge line.
2. I say that there has been no developments (including change of use or exempted development) within the meaning of the Planning Acts to the property since 1964 and the property has been used as a guest house, shop and dwellinghouse during that time.
3. No notices have been served on me or on the property since I acquired an interest therein.
4. That before making this declaration, the full effect and meaning and purport thereof was explained to me by my solicitor and I understand same.
5. I make this Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938 and for the benefit of Thomas Flaherty and Lee Flaherty.

DECLARED before me a Peace Commissioner

Mai Tarpey,

by the said Mai King Tarpey

who is personally known to me at Clifden

in the County of Galway,

this 30th day of March, 2007.

John Kelly PC.

Peace Commissioner

Dated the

day of

2006

Declaration of Planning

Messrs James B Joyce & Co
Solicitors
Clifden
Co Galway

Dated this 1st day of January 2015.

**MR. THOMAS FLAHERTY
&**

MRS. LEE FLAHERTY

TO

MS. EILEEN WALLACE

**AGREEMENT FOR LETTING OF
RETAIL UNIT AT MARKET STREET, CLIFDEN, CO. GALWAY**

**MATT O'SULLIVAN LTD
ESTATE AGENTS
THE SQUARE, CLIFDEN,
CO. GALWAY**

Memorandum of Agreement made the **1st** day of **January** Two Thousand and Fifteen between **Mr. & Mrs. Thomas & Lee Flaherty** (hereinafter called "the Landlord" which expression where the context so admits shall include the immediate reversioner or reversioners for the time being expectant on the term hereby created) of the one part AND **Eileen Wallace**, of Market St, Clifden, Co. Galway (hereinafter called "the Tenant" which expression where the context so admits shall include its successors in title and permitted assigns) of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:-

1. The Landlord agrees to let and the Tenant agrees to take ALL THAT AND THOSE the premises described in the First Schedule hereto (hereinafter called "the demised premises") together with the easements and rights therein referred to for the term and subject to the rent and as to the manner of payment thereof specified in the Second Schedule hereto.
2. **THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:-**
 - (a) To pay the reserved rent without any deductions whatsoever at the times and in the manner provided for in this Agreement.
 - (b) Not to assign sublet or part with or share the possession of the demised premises or any part thereof or permit any other person or company to occupy the same as a licensee without first obtaining the consent in writing of the Landlord which consent shall not be unreasonably withheld.
 - (c) To permit the Landlord or his Agents at all reasonable times following seven days prior notice in writing to enter the demised premises and examine the state of repair and condition thereof and to repair and make good all defects of which notice in writing shall be given by the Landlord to the Tenant and for which the Tenant is liable under the provisions hereof within two months after the giving of such notice. And on the failure to comply with such notice the Landlord may carry out the work referred to therein and recover the cost thereof on demand from the Tenant as liquidated damage.
 - (d) Upon receipt of seven days notice in writing to permit the Landlord or his Agents or Workmen at all reasonable times to enter the demised premises and examine the state of repair and condition thereof and to effect any repairs or renovations in the premises or adjoining premises for which the Landlord may be liable causing as little inconvenience as possible and making good any damage thereby caused.

- (e) Not to make any structural alterations in the demised premises or to make any alterations whatsoever in the internal arrangements or external appearance of the demised premises, not to erect any wireless or television aerial without first obtaining the consent in writing of the Landlord which consent shall not be unreasonably withheld (but such consent shall not be necessary in respect of temporary demountable partitions).
- (f) To keep the interior of the demised premises including the glass in the windows, all locks, sash-cords, electric, gas and other fittings and installations and all additions thereto and all drains, sanitary fittings, appliances and pipes in good and tenantable repair, order and condition fair wear and tear, damage due to insured risks, wet rot, dry rot, woodworm, structural defects and failure of the Landlord to maintain externally excepted and keep the Landlord effectually indemnified against all claims in respect thereof and to keep the windows and chimneys clean and keep clean and free from chokages all wash basins, lavatory basins, drains, sewers and gulley traps serving the said premises and to pay for any damage thereto or expense of clearing the same caused by the negligence of the Tenant, his Licensees, Servants or Agents.
- (g) Not without first obtaining the consent in writing of the Landlord which consent shall not be unreasonably withheld to use or occupy the demised premises or permit the same to be used or occupied otherwise than as a Gift Shop & Homeware Shop to which members of the public shall have access or for any purpose or in any manner inconsistent with such user or occupation and not to do or allow to be done any act or thing which is likely to be or become a nuisance, danger or annoyance to the Landlord or other occupiers of the same building or to adjoining occupiers and in particular not to permit any sale by auction on the demised premises and to fit effective suppressors to all electric equipment so that they will not interfere with the operation of any wireless, television or other electronic equipment in the vicinity.
- (h) To pay and discharge all charges in respect of electric current, telephone and gas used or consumed on the demised premises and to discharge all commercial rates and water rates incurred in relation to the demised premises.
- (i) Not to do or suffer to be done anything which may render the Landlord liable to pay in respect of the demised premises or the building in which the same are situate or any part thereof more than the present rate of premium for insurance against fire on office premises or which you may make void or voidable any policy for such Insurance.

(j) Not to exhibit without the prior consent of the Landlord any signboard, poster or advertising matter or any flag or banner (save the national flag) outside the demised premises or in the windows or doors thereof but this Clause shall not prevent the Tenant from placing a metal nameplate of a type and of dimensions to be approved in writing by the Landlord at the entrance of the building in a position to be similarly approved by the Landlord.

(k) To maintain the interior of the premises in good decorative condition, fair wear and tear, damage due to insured risks, wet rot, dry rot, woodworm, structural defects and failure of the Landlord to maintain externally excepted and (in the event of the tenancy continuing for five years or more) to repaint all interior woodwork in a proper and workmanlike manner at least once in every five years.

(l) Not to keep any dog or other animal in or on the demised premises.

(m) To pay all rates and taxes assessed upon or payable in respect of the demised premises and to pay such VAT as would be exigible on the granting of this Lease or the Rent thereby reserved (save Landlord's Property Tax, Income Tax, Capital Tax, Superior Rents)

(n) Not to place or permit to be placed any bicycle, dustbin or other obstruction of any nature in or upon the hall, landings, stairways, paths or approaches leading to the demised premises.

(o) To make use of a covered bin and not to place any dust or refuse in or about the demised premises but only in said bin for removal by the Corporation Authorities.

(p) To notify the Landlord forthwith in writing of every notice received at the demised premises from the Local or other Sanitary Authority and to comply therewith as far as the Tenant is liable.

(q) To pay and discharge the Stamp Duty if any on this lease and counterpart.

(r) To notify the Landlord forthwith in writing of any damage by fire that may be occasioned to the demised premises or to any property of the Landlord in the premises.

(s) To indemnify the Landlord against all actions claims costs damages and expenses arising out of any accident happening or injury suffered by the Tenants, its invitees, licensees, servants, agents, officials on the demised premises arising through the neglect, omission or default of the Tenant.

- (t) At the expiration or sooner determination of the tenancy peaceably surrender and yield up unto the Landlord possession of the demised premises together with the furniture effects and fittings if any included in this letting in good and substantial repair and condition as shall be in accordance with the covenants on the part of the Tenant herein contained to the extent that the premises should be handed back to the Landlord in the condition in which it was let to the Tenant.
- (u) The tenant to insure their own business assets and risks accordingly.

3. THE LANDLORD AGREES WITH THE TENANT as follows:-

- (a) That the Tenant paying the rent and performing and observing the Agreements on the Tenant's part herein before contained may peaceably hold the demised premises during the term without any disturbance by the Landlord or any person lawfully claiming under or in trust for the Landlord.
- (b) The Landlord shall maintain in good order repair and condition the structure roof exterior and common parts of the building of which the demised premises forms part.
- (c) The Landlord agrees with the tenant to insure the building.

4. IT IS HEREBY AGREED BETWEEN THE LANDLORD AND TENANT:-

- (a) That in the event of the rent reserved or any part thereof being in arrear for fourteen days after becoming due (whether formally demanded or not) or if there be any breach or non-preference or non-observance by the Tenant of any of the provisions herein contained or if the Tenant shall suffer execution to be levied on the demised premises the Landlord shall be entitled to re-enter upon the demised premises whereupon the tenancy shall determine but without prejudice to any claim which the Landlord may have against the Tenant in respect of any antecedent breach of the Tenant's covenants or stipulations herein contained.
- (b) That if the Tenancy hereby created should continue beyond the date specified herein it shall in the absence of a new Agreement be deemed to be a tenancy determinable by one calendar month's notice in writing by either party expiring on any Gale Day.

- (c) That the Circuit Court shall have jurisdiction to entertain any proceedings in respect of this Contract of Tenancy and that any document in any such proceeding and any other document requiring to be served on the Landlord or on the Tenant may be served on the Landlord by sending it by prepaid registered post addressed to him at his last known place of residence and may be served on the Tenant by delivering it at or by sending it by prepaid registered post to its Principal Office and any document so posted shall be deemed to have reached the person to whom it was addressed in the usual course of post.
- (d) In the event that VAT legislation in force at the relevant time provides the Landlord with an option to charge VAT on the grant of the Lease or on the rent or other sums payable thereunder, the Landlord hereby notifies the Tenant that it is opting to tax the Lease and that VAT shall be chargeable on any rent or sums payable under this Lease. The Tenant hereby agrees to pay any VAT properly chargeable on such amounts, in accordance with the VAT Act 1972 (as amended).

The Parties hereby agree that the Landlord shall be considered to be acting reasonably to withhold its consent if the Tenant proposes to assign, sublet or otherwise alienate the demised premises howsoever arising where such assignment, sub-lease or other alienation will give rise to an irrevocable VAT cost for the Landlord (including but not limited to any claw back of VAT previously reclaimed by the Landlord or a VAT liability in relation to the demised premises). The Landlord shall not withhold consent to any alienation where the Tenant compensates the Landlord for any VAT costs that arise from such alienation of the demised premises. The Tenant agrees to indemnify the Landlord against any irrevocable VAT or any clawback of VAT arising to the Landlord together with interest or penalties arising as a result of any breach of this Clause.

- (e) The Tenant may terminate this Lease as of the expiration of the second year of the term ("the Option Date") subject strictly to the following terms and conditions:
- (i) The Tenant shall serve on the Landlord a Notice in writing exercising the said right ("the Notice") at least three months prior to the expiry of the Option Date and in this regard time shall be of the essence.
 - (ii) The Tenant shall continue to be responsible for rent and all outgoings payable on foot of this Lease up to the Option date.

- (iii) The Tenant shall on or prior to the Option Date deliver to the Landlord the original of this Lease, together with all related title documentation (including a release or discharge of all mortgages, charges and other incumbrances, whether registered or not, and shall as beneficial owner deliver duly executed and stamped a transfer or surrender of this Lease and (if applicable) shall procure the cancellation of its registration in the Land Registry.
 - (iv) Any such termination shall be without prejudice to any antecedent breach by either the Landlord or the Tenant of any of their respective covenants herein contained.
 - (v) In the event of the Tenant who first entered into this Lease assigning it with the Landlord's consent to a Third Party, the provisions contained in this Clause shall not apply to such Third Party or any subsequent Successors in Title thereto.
- (f) The landlord may terminate the lease as of the expiration of the term subject to 45 days notice condition afforded the tenant.

First Schedule

Description of Premises

ALL THAT AND THOSE part of the premises known as Wisteria at Market Street, Clifden, Co. Galway and previously known as (BELLE BLU) which for identification purposes is delineated on the map or plan annexed hereto and thereon surrounded with a red verge line.

Second Schedule

Term Rent and Manner in which Payable

Term: 2 years & 9 months at €650 per calendar month March to October and €500.00 per month from November to February

(45 days notice has been agreed to terminate the lease)

Rent: €650.00 per calendar month March to October and €500.00 per month from November to February

Manner payable: Monthly in advance by Direct Debit to the account of MR. & Mrs Thomas & Lee Flaherty, Bank of Ireland Clifden, County Galway, Account No. 20097436, Sort Code 90-37-79, first such payment to be made on the 1st day of January, 2015 and thereafter on the 1st day of each month for the term hereby granted.

Commencement Date: January 1st 2015

Third Schedule

Inventory of Furniture & Fittings

Nil

PRESENT when the Common Seal
Of **THOMAS FLAHERTY & LEE FLAHERTY**
Was affixed hereto:

Date: 29th September 2014

for on and behalf of Thomas & Lee Flaherty
Sinead JF

Witness

SIGNED AND DELIVERED as a Deed
by the said **Eileen Wallace**
In the presence of:

Eileen Wallace

Witness:

John

Date:

29 - September 2014

REGISTRY OF DEEDS SEARCH



CORPORATE ACCESS (LEGAL SERVICES) LIMITED,
LAW SEARCHERS

Waterside House,
15 Waterside, Waterford

Tel: 051 858660 (15 Lines) Fax: 051 858663/858664 DX: 44 029 Waterford

FOR ALL ACT APPEARING ON THE REGISTER

BY: MAI KING AND MAI TARPEY

FROM: 26/10/1964 TO: DATE

AFFECTING: MARKET STREET, CLIFDEN, COUNTY OF GALWAY.

This is to certify that we have searched in the Index of Names in accordance with the terms of the requisition herein and upon such search NO ACT(S) appeared.

For & on behalf of Corporate Access (Legal Services) Limited

DATED THIS: 29th MARCH 2007

Page 1 of 1

1