

Dated this 5th day of

Sept

2014

(1) PATRICK DALY AND ANNE DALY (IN RECEIVERSHIP)

Landlord

**(2) NEIL BANNON AND PAUL DOYLE IN THEIR CAPACITY AS RECEIVERS OF
CERTAIN ASSETS OF PATRICK DALY AND ANNE DALY**

Receivers

(3) LILACGLEN LIMITED

Tenant

DEED OF VARIATION

Premises:

**Centra Store,
Five Lamps,
Portland Row,
Dublin 1**

**MASON HAYES & CURRAN
Dublin, Ireland
www.mhc.ie**

THIS INDENTURE made the

5th

day of

September.

2014

BETWEEN

LANDLORD: Patrick J. Daly and Ann Daly. Of Ballingalore House, Ballingalore, County Westmeath (the "**Landlord**") of the one part;

RECEIVER: NEIL BANNON AND PAUL DOYLE, Receivers over certain assets of Patrick J. Daly and Ann Daly having its registered office at Hambleden House, 19/26 Pembroke Street Lower, Dublin 2 of the second part; and

TENANT: LILACGLEN LIMITED having its registered office at 8 Foxborough Drive, Lucan, Co. Dublin (the "**Tenant**") of the third part.

WHEREAS:

- A. This Indenture is supplemental to the Lease hereinafter referred to.
- B. By a Lease (the "**Lease**") dated the 30 day of March 2006 and made between Patrick J Daly and Ann Daly of the one part and Eldermade 4 Limited ("the Initial Tenant") of the other part the premises known as No. 1 Aldborough Court, 1-4 North Strand Street, Dublin 1 were demised to the Initial Tenant for the term of 25 years from the 22 day of December 2005 subject to the payment of the rents reserved by and the observance and performance of the covenants on the Tenant's part and the conditions contained in the Lease.
- C. By Deed of Appointment dated 1 August 2013 the Receiver was appointed over the assets of Patrick J. Daly and Anne Daly.
- D. By Deed of Assignment dated September 2014 the tenant's interest in the Lease was assigned to the Tenant
- E. The Tenant has requested the Landlord acting by the Receiver to agree to an alteration of the terms of the Lease in the manner hereinafter appearing which the Landlord has agreed to do.

NOW THIS INDENTURE WITNESSES and it is hereby mutually agreed as follows:

1. That Clause 1 of the Lease is hereby amended as follows:

By inserting the following definitions:-

"the Development" means Aldborough Court, 1-4 North Strand Road and 1 Aldborough Place, Dublin 3.

"Prescribed Rate" means the rate per centum per month which exceeds by one half per centum per month the monthly rate of interest for the time being chargeable under section 550 of the Income Tax Act 1967 (or such other monthly rate of interest as may from time to time be chargeable upon arrears of income tax).

"Lilacglen Rent Commencement Date" means 1st October 2014

"Schedule of Condition" means the schedule attached hereto at Appendix A.

"VAT" means value added tax;

"VAT Act" means the Value Added Tax Consolidation Act 2010 as amended from time to time and any regulations thereunder made in respect of VAT;

The definition of "Demised Premises" is amended as follows:

"The Demised Premises" means the premises hereby demised by the Landlord to the Tenant as specified in the First Schedule of the Lease and where the context so admits includes all easements, right and privileges appurtenant thereto and all buildings thereon and as delineated in red on Map 1 annexed hereto.

2. The rent payable under the Lease shall be reduced to the sum of €70,000 per annum (excluding VAT) for the first four years from the date hereof and shall then be varied to the sum of €80,000 per annum (excluding VAT) for the fifth year from the date hereof until the next Review Date as defined in the Lease as varied by this agreement and the definition of "Initial Rent" shall be amended accordingly, notwithstanding that

3. Clause 4.1 is hereby amended to read as follows:-

To pay the rent (from the Lilacglen Rent Commencement Date) or reviewed rent hereby reserved or any sums payable hereunder on the days and in the manner prescribed without any deductions

4. Clause 4.2 is hereby amended to read as follows:

To insure and keep insured the Demised Premises against loss or damage from all such risks as a prudent property owner would insure against in the full reinstatement cost thereof and in the event that the Demised Premises or any part thereof shall be destroyed or damaged as soon as practicable to rebuild repair and reinstate same in a good and substantial manner substantially in accordance with its existing plans and elevations (unless agreed otherwise with the Landlord, The Head Lessor or the Management Company (as the case may be).

5. Clause 4.29 of the Lease is hereafter amended to read as follows:

At the expiration or sooner determination of the Term quietly to yield up unto the Landlord the Demised Premises together with all additions and improvements made thereto in the meantime and all fixtures and replacement fixtures (other than Tenant's or trade fixtures affixed by the Tenant) in or upon the Demised Premises or which during the Term may have been affixed or fastened to or upon the same and in such state and condition and shall in all respects be consistent with full and due performance by the Tenant of the covenants contained in this lease and to leave the Demised Premises clean and tidy provided that the Tenant shall not be required to yield up the Demised Premises in any better state of repair, order or condition other than at the Term Commencement Date as evidenced by the photographic Schedule of Condition attached hereto.

To remove all Tenant's or trade fixtures prior to the expiration or sooner determination of the Term (except such as the Landlord agrees in writing may remain on the premises) and after such removal to make good and to reinstate all damage to the Demised Premises caused by such removal.

If the Tenant shall fail to comply with the obligations on the Tenant's part contained in sub-clauses 4.41.1 and 4.41.2 above, then in such case the Landlord may upon expiry

of fourteen (14) days written notice do or effect all such repairs renovations decoration removals remedial works and cleaning and the properly incurred costs thereof shall be paid to the Landlord by the Tenant on demand and the Tenant will also pay to the Landlord mesne profits at the rate of the rent payable immediately prior to the said expiration or sooner determination of the Term during the period required by the Landlord for carrying out such works and the amount of such profits shall be added to the cost of carrying out the work recoverable from the Tenant.

6. Clause 4.7 is hereby amended by the appending of the following Clause 4.7.3

The Tenant shall not shall not be required to keep the Demised Premises in any better state of repair, order or condition other than at the Term Commencement Date as evidenced by the photographic Schedule of Condition attached hereto. Further the Tenant's obligations to repair herein shall be subject to the fair wear and tear suffered by the Demises Premises during the Term.

7. Clause 4.8 to the Lease is hereafter amended to read as follows:

To keep and maintain all interior finishes and paintwork and to restore and make good such finishes and paintwork so as to keep the Demised Premises in good, tenantable order, repair and condition for the duration of the Term and to decorate in a good and workmanlike manner, using good quality materials the Demised Premises, the shop front and fascia of the Demised Premises in every third year of the Term of the Lease and in the last year of the Term (howsoever the same is determined) PROVIDED ALWAYS that the Tenant shall not be obliged to put the Demised Premises or any part thereof into any better state of repair or condition than that specified in the Schedule of Condition annexed hereto insofar as the same relates to the Demised Premises.

8. Clause 4.17 to the Lease is hereafter deleted.

9. Clause 4.19 to the Lease is hereafter confirmed as reading:

"Not to use or permit the Demised Premises or any part thereof to be used for any purpose other than for the purpose of the Tenant's business as a Retail Convenience Store with ancillary use as Off-Licence and for no other purpose save with the Landlord's written consent which consent shall not be unreasonably refused **BUT IS HEREBY AGREED AND DECLARED** that it should be reasonable for the Landlord to refuse his consent on the grounds that the change of user sough would substantially increase the rate of insurance in respect of the Demised Premises or nearby or adjoining premises."

10. Landlord's obligations in respect of the Head Lease

Clause 5 of the Lease is hereby amended by the appending of the following Clause 5.2

ENFORCE HEAD LEASE

To enforce the covenants on the part of the Head Lessor contained in the Head Lease and to obtain the consent of the Head Landlord on application by the Tenant under this Lease for a consent where consent of both the Landlord and the Head Landlord is required by virtue of this Lease and the Head Lease.

11. The Fourth Schedule is amended as follows:

The following Clause is hereby inserted at Clause 1.4 of the Fourth Schedule to the Lease:

"The Review Date" shall mean five years from the date of execution of the Deed of Variation and any additional date notified under paragraph 7 of this Fourth Schedule and "Relevant Review Date" shall be construed accordingly.

Clause 2 of the Fourth Schedule to the Lease is hereafter amended to read as follows:

"The rent first reserved by this Lease shall be reviewed at each Review Date in accordance with the provisions of this Schedule and, from and including each Review Date the rent shall equal the open market rent for the Demised Premises on the Relevant Review Date, as agreed or determined pursuant to the provisions of this Schedule.

12. That save as hereby modified the Lease shall continue in full force and shall be deemed always to have operated and shall henceforth operate as though the deletion and amendment hereby made was incorporated in the Lease.

13. In all other respects the parties hereto confirm the Lease.

14. **EXCLUSION OF LIABILITY**

The parties to this Lease hereby acknowledge that the Receiver is executing this Deed in his capacity as receiver and, in particular, (without prejudice to the generality of the foregoing) the parties expressly acknowledge that any personal liability of the Receiver hereunder is hereby excluded and the Receiver shall be under no personal liability under or by virtue of this Lease, nor in relation to any related documents, matters or claims whatsoever.

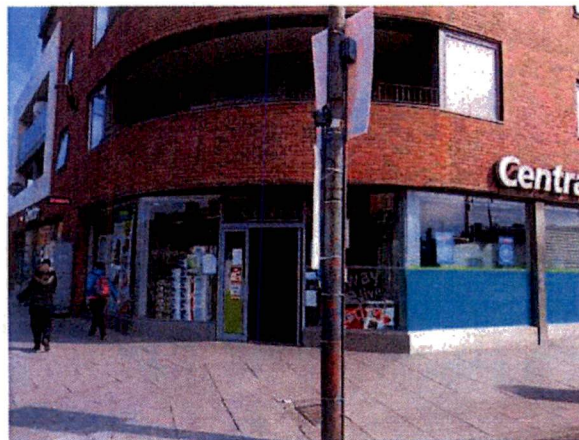
IN WITNESS whereof the Landlord and the Tenant have executed this agreement the day and year first above **WRITTEN**.

Appendix A
Schedule of Condition

SCHEDULE OF CONDITION

relating to

**UNIT 1,
ALDBOROUGH COURT
NORTH STRAND STREET
DUBLIN 1**



for

BANNON COMMERCIAL

Our Reference: BH/102632

Date: May 2014

McGovern Surveyors
Chartered Building Surveyors
59 Merrion Square
Dublin 2

Tel: 01 661 0390
Fax: 01 661 0391

email: info@mcgovernsurveyors.ie

GENERAL

Surveyor:	Barry Hughes & Pat McGovern
Date of Inspection:	28 th May 2014
Weather Conditions:	Dry and clear during inspection.
Directions:	All directions are taken standing outside facing the front elevation of the building.
Description of Property:	Ground floor retail unit to a mixed used development.

SCOPE OF INSPECTION

This survey has taken the form of an appraisal of the main parts of the structure including roofs, walls, floors and finishes, both internal and external, arising out of visual inspection only. Where parts of the structure are inaccessible or unexposed, no opinion can be given, but attention is drawn within the report where such situations have arisen. No floorboards or timber cladding/lining to walls or ceilings were lifted and therefore, it must be appreciated that defects, such as woodworm or dry rot may be present, but cannot be conclusively identified.

No tests were carried out on the electrical, plumbing, heating or drainage installations. Should further clarification be required in this regard, it is recommended that a qualified electrician or plumber be employed to carry out these tests.

USE OF REPORT

This report is for the sole use of Bannon Commercial, their client and relevant professional advisors and shall not be given to or used by a third party without the expressed written consent of McGovern Surveyors, Chartered Building Surveyors.

Executive Summary:

- There is no major structural defects identified.
- Generally there is a basic tenant fit out, affected by general wear and tear throughout.
- Generally the demise requires preparation and redecoration throughout.
- There is an opening created to the party wall between unit 1 and unit 2, check the lease for reinstatement obligations.
- The original layout is altered to the staff kitchenette & store area, doors relocated and opening created to the wall. Check the lease for reinstatement obligations.

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
1.0	Party wall between units 1 and 2 in corridor	Fire batt at juncture with slab above the ceiling.	1,2,4
2.0	Store room	Fuse board and alarm panels in Store room, appears to be an alteration to the original layout original door opening blocked with plywood.	3,5,6,7
2.1		Concrete slab to floor of store room good condition.	8
3.0	Front Elevation	General view.	9-11
3.1		Brick façade to front elevation generally in fair condition.	
3.2		Single glazed toughened glass to the façade aluminium frame single glazed units to the main entrance door generally in fair condition and poor decorative order.	
3.3		Polished stainless steel fascia with plinth along the base of the windows and to the columns between the window glazing units, generally in fair condition, general scuffing and staining throughout.	13
3.4		Tenant fitted signage to the brick facing and to the windows along the elevations.	13
3.5		Threshold to the main entrance door lifting and peeling away from the ground generally in poor condition.	14
4.0	Floor	Tiled floor to the main retailed area. Tiled floor is generally in fair condition. Note there are a number of cracked and broken tiles adjacent to the main entrance and a number of tiles have previously been replaced. Approximately 4 No. tiles have been replaced. Cracked tile adjacent to the second column to the right hand side of the main entrance door. Crack is approximately 0.1mm – 1mm wide and extends for approximately 200mm.	15-18
4.1		The majority of floor tiles are covered over by storage and shelving units.	
4.2		Crack to the floor tile approximately 3m from the left hand wall and 11m from the main entrance door, crack is 0.1mm wide at widest and extends full length of tile. Ditto for cracked tile adjacent to previously mentioned tile. There is 2 no. bolt holes to the floor adjacent to the second column along the left hand wall from the second column from the main entrance door.	19-21
4.3		A number of broken and replaced tiles to the rear left hand corner where the current off licence area is located.	22-23

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
4.4		Exposed base of column in the off licence area.	24
4.5		Generally the tiles in the retail area are in fair condition, approximately 10 – 15 cracked or broken tiles or various tiles have been replaced in isolated spots.	
4.6		General photos of condition of floor throughout the retail area.	25-36
5.0	Walls		
5.1	Right hand wall extending from the front right hand corner to the rear right hand corner along the existing deli area	General view.	37
5.2		Lower section of the wall covered over by tenant fitted shelving and chiller units. Upper section of the wall appears to have a skimmed painted plaster finish with tenant fitted signage. Wall appears to be generally in fair condition, poor decorative order. Extending from the front left hand corner down to the entrance door leading into the storage area.	37-40
5.3		Door leading into storage area flush panel hollow core door with timber doorframe and architrave painted finish. Generally in poor condition and poor decorative order with impact and scuffmarks throughout the door and doorframe and architrave. 1 No. key pad and maglock fitted to the door. 1 No. illuminated emergency exit sign above the head of the door. This does not appear to lead to an emergency exit. Check fire cert drawing. Painted skimmed finish to the plasterboard surround the door generally in poor condition.	40
5.4	Deli Area	There is a ceramic tile finish from floor to ceiling throughout the deli area. There is tenant fitted items such as soap dispensers, towel dispensers and shelving units and extractor fans mounted to the wall. Generally the tiles appear to be fair condition. Numerous tiles altered to accommodate surface mounted water heater and switches.	41-47
5.5		Along the rear wall there is a tenant fitted cold storage unit. There is a tiled section along the deli facing wall of the cold storage unit with extract hood above the commercial ovens.	47

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
5.6		There is an Ariston heater mounted on the rear wall with various tiles altered.	45
5.7		Section of wall along the rear left hand corner behind the chiller room is covered over by chiller units. The wall appears to be plasterboard with a skimmed and painted finish. There is some tenant fitted signage to the upper section of the wall and there is an ATM mounted between the cold room and chiller units.	48
5.8		The rear wall of the retail unit has 2 No. chiller units covering the majority of the wall. General view.	49
5.9		Upper section of the wall visible appears to be a skimmed and painted finish, plasterboard. There appears to be a number of columns or service risers boxed out with plasterboard skimmed and painted finish. Generally appears to be in fair condition and poor decorative order.	50-51
5.10		Roller shutter section at the rear left hand corner of the retail unit where the off licence is currently located. Roller shutter door mounted into the soffit of the ceiling covered over with skimmed and painted plasterboard finish appears to be in generally fair condition and poor decorative order.	52-55
5.11		Section of ceiling adjacent to the column where roller shutter is located appears to be modified previously.	56
5.12		Right hand wall to off licence area comprises plasterboard with a skimmed and painted finish. Paint finish is only partially decorated. Generally the walls appears to be in fair condition and poor decorative order.	57
5.13	Rear wall: rear left hand corner	Floor to ceiling glazing with frosted film or tenant fitted signage to the glazing.	58
5.14		Exposed brick column at the rear left hand corner extending from ground floor to ceiling. Note PVC visible at the joint of the brickwork and the glazing frame.	59
5.15		Suspended ceiling soffit butt joint to the glazing along the rear wall at the rear left hand corner.	60
5.16		Limited access to the rear elevation wall due to storage of items.	61
5.17		The left hand wall extending from the rear left hand corner up to the juncture with the splayed wall at the main entrance door and then extending around from the entrance door to the front right hand corner appears to be curtain wall glazing extending from low level up to ceiling level. There is concealed roller shutters with a microbore perforated infill panels. Generally the roller shutters appear to be in fair condition. There appears to be 1 No. damaged roller shutter adjacent to the current check out area. The ceiling soffit where the roller shutter are	62-68

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
		concealed along the rear left hand corner has been modified and opening up works have occurred. The fascia to the column between the two roller shutters at the first stanchion in from the rear left hand corner appears to be missing. The aluminium panel between the roller shutters at the front left hand corner adjacent to the splayed wall have been modified at the upper section. Ditto for the juncture at the right hand side of the splayed main entrance and the wall along the front right hand corner.	
5.18		Corner beading visible and previous opening up works to the soffit at the front right hand corner where pipe penetration extends through.	69
5.19		Opening up works to the plasterboard on the right hand wall adjacent to the front right hand corner, block work visible.	70
6.0	Columns	Generally the columns are lined with a plasterboard with a skimmed and painted finish. Generally they are in poor condition and poor decorative order.	71-80
6.1		First column in from the main entrance door to the right hand side has opening up works where cable penetrations penetrate through.	71
6.2		Various surface mounted sockets to the same column.	71
6.3		Base of the column is not boxed out and bolts are protruding from the base plate at the juncture with the floor.	78
6.4		This is common to all of the columns within the retail unit.	
6.5		Second column in from the right hand side of the main entrance door, pipe penetration to the column appears to be qualpex pipe.	74
6.6		Tenant fitted signage to the columns along the rear right hand side, the third column in from the front wall along the right hand wall. Opening up works to the base of the column where various cables are visible. Generally in poor condition and poor decorative order.	75
6.7		Column 4 along the right hand side wall adjacent to the rear right hand corner plasterboard finish as before, base plate with exposed bolts extending up from floor level. Generally in fair condition and poor decorative order.	
6.8		Column first point in from the rear left hand corner existing off licence area, opening up works and 2 No. surface	78

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
		mounted sockets in the channel where the opening up works have occurred.	
6.9		2 No. columns along the current check out area are currently boxed in with slat wall mdf generally appear to be in fair condition and poor decorative order.	79-80
6.10		Tenant fitted heating controls and light switches and phone points to the 1 st No. column adjacent to the front left hand corner adjacent to the splayed wall at the main entrance door.	80
7.0	Ceiling to main retail area	General view.	81
7.1		Tenant fitted bulk head above the main entrance door with tenant fitted signage generally in fair condition and poor decorative order. There appears to be a skimmed and painted plasterboard perimeter of the retail unit above the suspended ceiling grid. This is approximately 600mm wide from the external walls into the juncture with the suspended ceiling. There appears to be adjustable lights along this perimeter plasterboard ceiling. General view.	82-88
7.2		MF ceiling access panels along the perimeter plasterboard ceiling. Appear to be along the existing check out areas. Appear to be approximately 15 No. directional lights along the perimeter MS ceiling. The MS ceiling appears to conceal the internally mounted roller shutters.	86
7.3		Immediately inside the main entrance doors are 2 No. ceiling mounted convention blower heaters.	88
7.4		1 No. illuminated emergency exit signage directing out towards main entrance.	88
7.5		There is a suspended ceiling throughout the retail area and it generally appears to be in fair condition. There are approximately 15 – 20 tiles affected by minor staining which require to be replaced.	89-016
7.6		There appears to be some staining to the ceiling of the perimeter plasterboard ceiling along the rear wall adjacent to the entrance door leading into the staff toilet area. Opening up works required to remediate.	97
7.7		There is a plasterboard plinth to the head of the columns along the deli area. Generally appears to be in fair condition and poor decorative order.	98,100
7.8		There are various tenant fitted security cameras throughout the retail area and along the isles of each section. These are the dome style cameras.	99

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
7.9		There are 2 No. Mitsubishi electric AC unit's surface mounted to the ceiling in the retail area. There is general staining and soiling to the tiles around where the units are located.	101,102
7.10		Approximately 36 No. double fluorescent lights mounted within the suspended ceiling throughout the demise. Generally appear to be in fair condition with a number of the lights to be re lamped.	103
7.11		There is 1 No. emergency exit signage mounted above the main entrance door to the ceiling.	104
7.12		There is 5 No. lighting lamps surface mounted to the suspended ceiling throughout the demise.	105
7.13		There appears to be a number of tiles modified to accommodate pipe penetrations through the ceiling particularly at the off licence area.	106,107
7.14		Generally there is tenant fitted signage hooks fitted to the suspended ceiling grid throughout the demise.	108
7.15		Ceiling void at the rear right hand corner underside of slab above appears to be precast concrete slab.	
7.16		There is modifications to layout of retail space. At the rear wall adjacent to the existing off licence area and the door leading into the w.c. area, the door appears to have been moved to the right hand side of the column.	109
7.17		The door leading into the w.c. area is a hollow core door. There is no lock or latch to the door and there is push button security lock fitted to the door. Generally in poor condition and poor decorative order.	110
7.18		Opening up works to the ceiling, between the windows at the retail counter area.	139
8.0	Staff Kitchenette area	Tile finish to floor generally in fair condition.	111
8.1		Tile finish to wall a floor to ceiling height, generally in poor condition and poor decorative order with a number of cracked tiles and there appears to be some residual silicone sealant stuck to the walls and various tenant fitted racks timber battens with hooks for storage and tenant fitted soap and towel dispensers.	112-113
8.2		Ceiling to staff kitchen area, suspended ceiling as before generally in fair condition with a number of stains to a number of ceiling tiles.	114
9.0	Staff Kitchenette/ toilet area	Tiled floor as before generally in fair condition.	115

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
9.1		Walls tile finishes as before, generally in fair condition. 1 No. sink, 1 No. soap dispenser, 1 No. hand dryer, 1 No. mirror, 2 No. timber doors leading into the staff toilet area. Floor tiled finish generally in fair condition.	116
9.2		To the male W/C Tile finish to floor as before, tile finish to walls as before and suspended ceiling as before. 1 No. mechanical vent to the rear wall of the toilet appears to be functioning, 1 No. toilet bowl, and 1 No. tenant fitted toilet roll dispenser. Female W/C occupied during inspection.	117-118
9.3		Various tiles missing and broken from the walls in the tenant kitchenette area at the skirting level.	122
9.4		There appears to be an alteration to the wall separating the kitchenette area and the cleaner's storage area. There is a steel security door which lead into the location of the fuse board and patch panels for the alarm system.	123, 124
9.5		Modifications to the plasterboard to the ceiling.	123
9.6		1 No. smoke head between the partition of the kitchenette area and the storage area for the cleaner's storage.	124
9.7		Floor, walls and ceiling as before to cleaner's storage area. 1 No. surface mounted light fitting, diffuser missing from light fitting.	124-128
9.8		Metal door separating the cleaner storage area from the meter room. Room appears to be used for storage of items such as cigarettes.	5-6, 7, 8
9.9		There are approximately 13 No. smoke heads located throughout the retail unit, the rear storage area and the staff kitchen area. There appears to be one at each cubicle for the toilets and one to the kitchen area, one to the utility store and one to the rear store.	129
10	Rear corridor store area	Tile finish to floor as before generally appears to be in fair condition. The walls appear to be lined with plasterboard lining painted and skimmed finish generally in poor condition and poor decorative order. There appears to be modification to the wall at the juncture where it leads into the demise of unit 2. There is modification to the tiles at floor level and also appears to be modifications to the walls. Suspended ceiling grid tile as before generally in fair condition, 2 No. double fluorescent lights, and 8 No. security cameras.	130-135
10.1		There appears to be fire bat insulation above the suspended ceiling grid tiles in line where previous wall was located. This fire bat may have been modified to accommodate penetration of services. Ensure that the fire bat insulation is correctly detailed and certified.	136

ITEM	LOCATION/ELEMENT	DESCRIPTION/CONDITION	PHOTO REF
10.2		There appears to be timber up stand to the underside of the glazing along the front wall and left hand wall with the glazing above. Generally the plywood up stand appears to be in poor condition and poor decorative order particularly behind where the existing check area is.	136
10.3		Expansion joint to the tiling along the rear wall adjacent to the column is in poor condition and breaking away.	137
11	Services	Ac condensers mounted to the wall basement car park, no access available.	143

Signed:

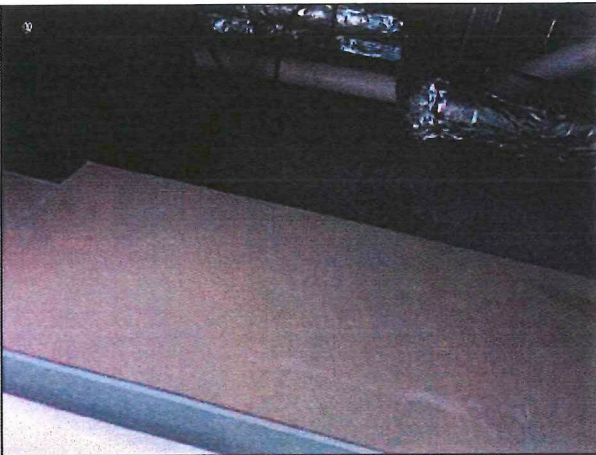


Barry Hughes (Hons)
Building Surveyor

Date:

12th June 2014

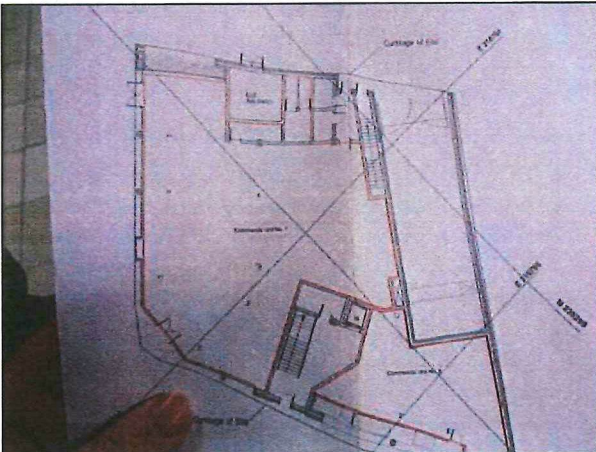
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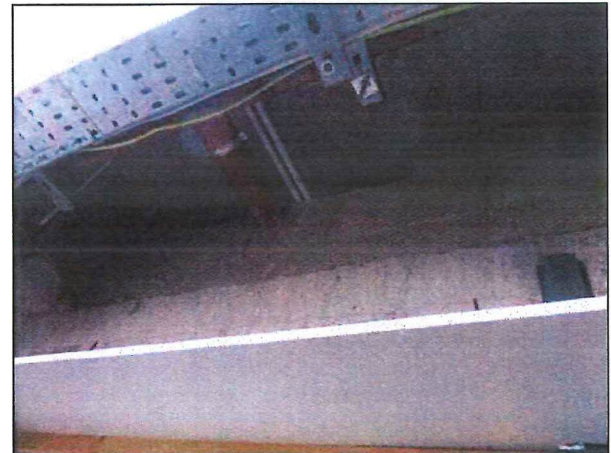
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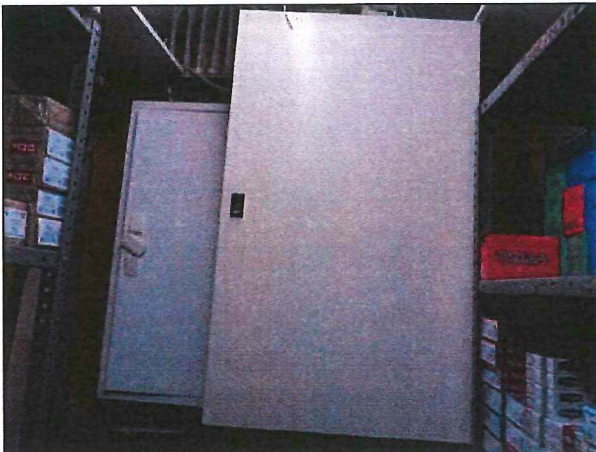
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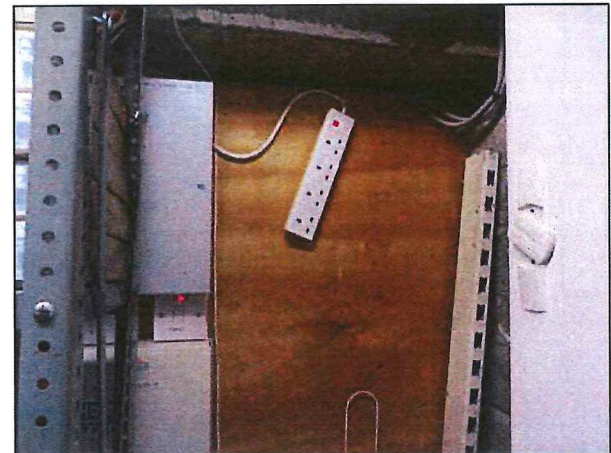
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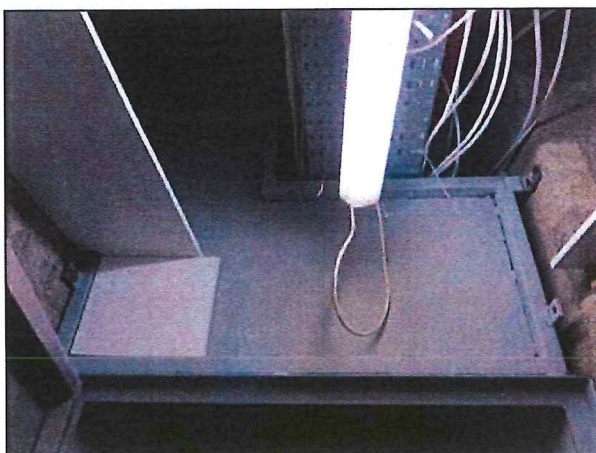
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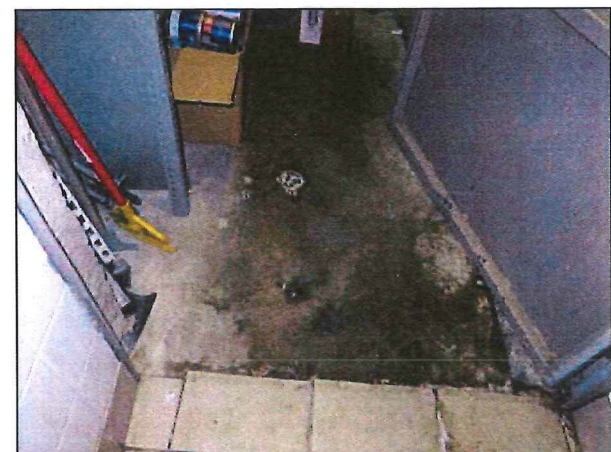
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Photograph 006



Photograph 007



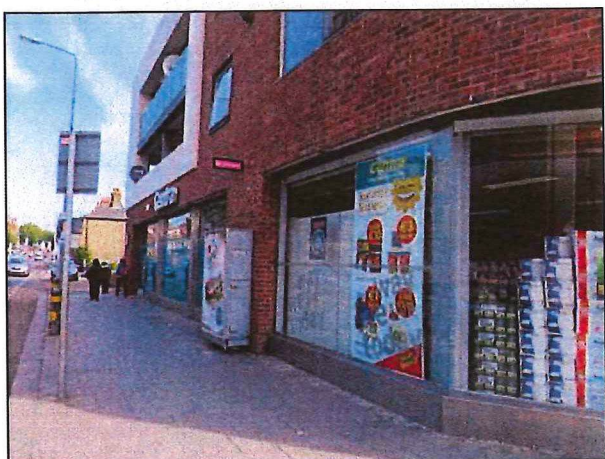
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Photograph 009



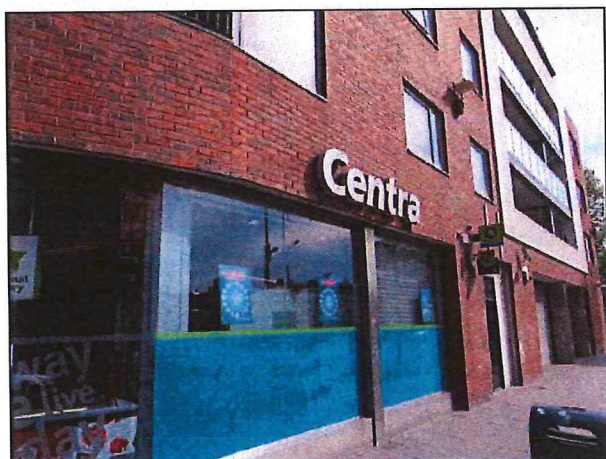
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Photograph 011



Photograph 012



Photograph 013



Photograph 014



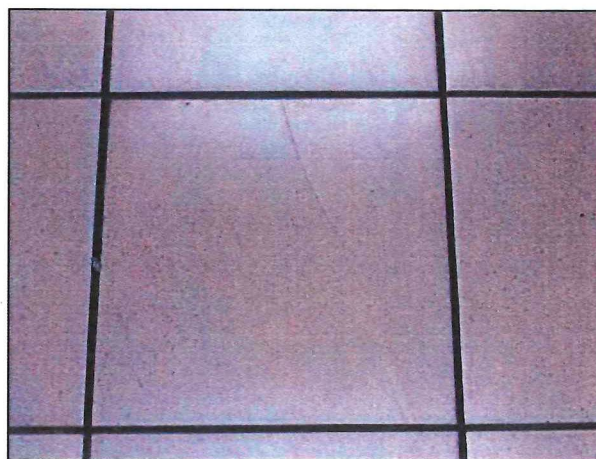
Photograph 015



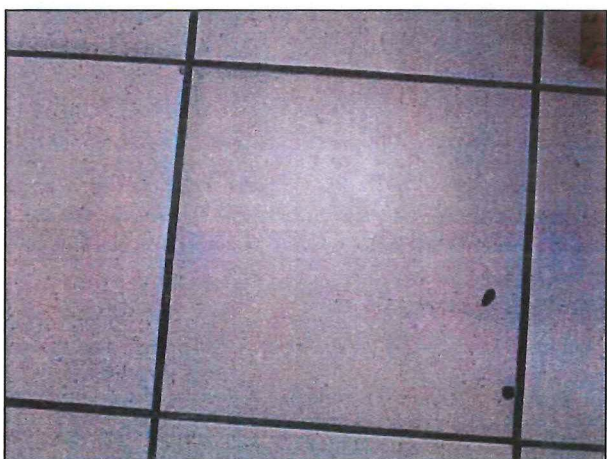
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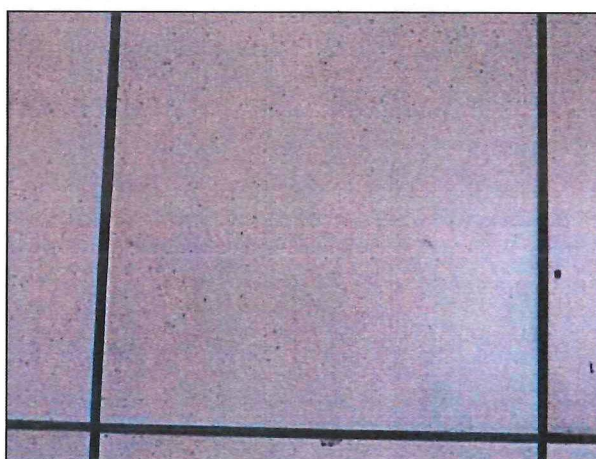
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Photograph 018



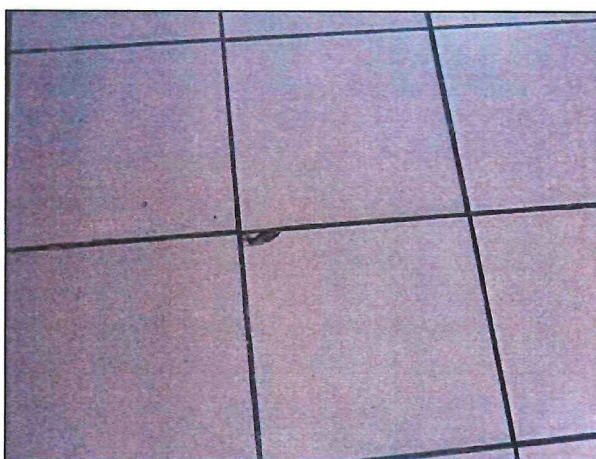
Photograph 019



Photograph 020



Photograph 021



Photograph 022



Photograph 023



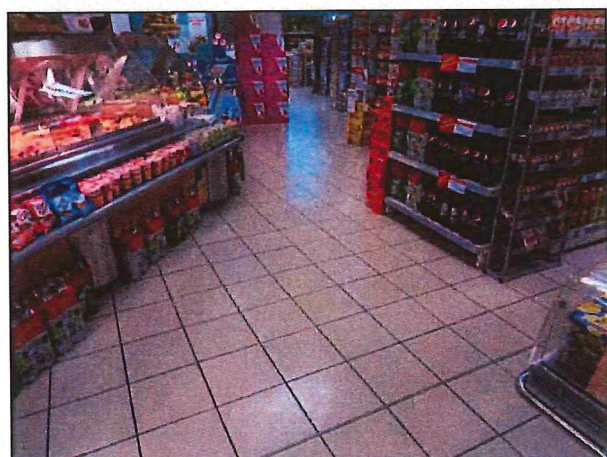
Photograph 024



Photograph 025



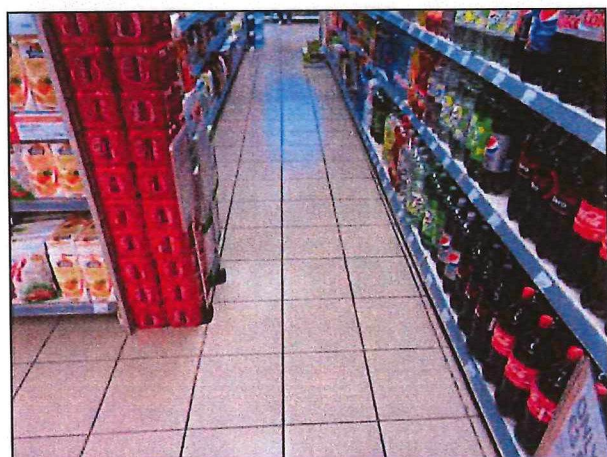
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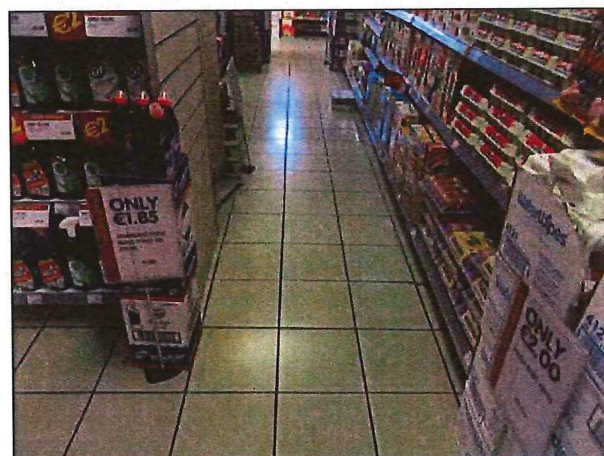
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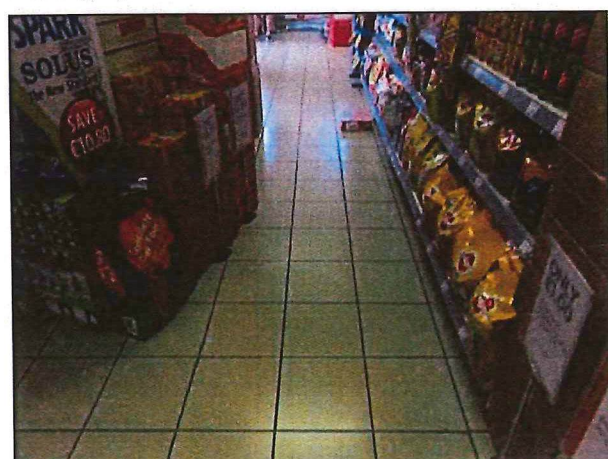
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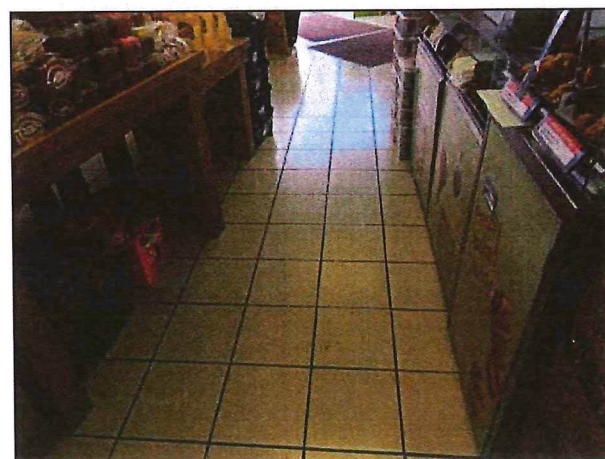
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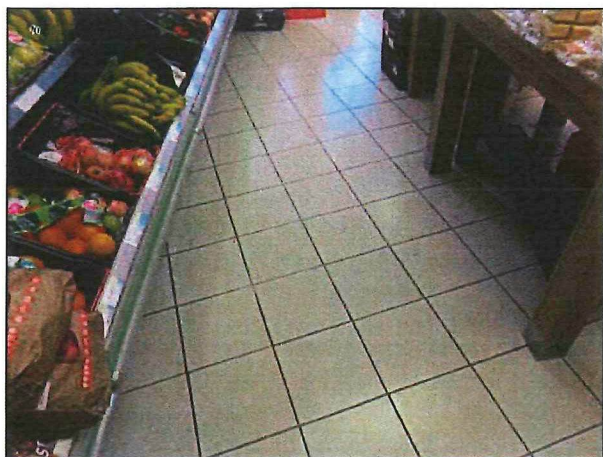
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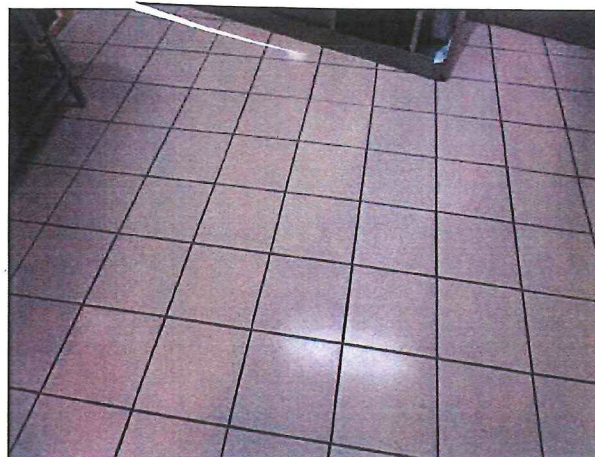
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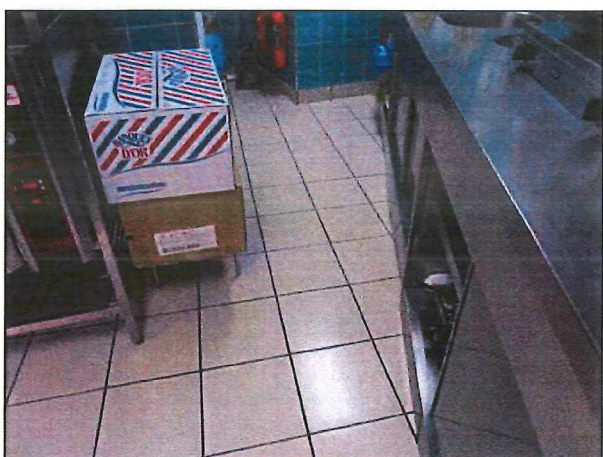
Photograph 032



Photograph 033



Photograph 034



Photograph 035



Photograph 036



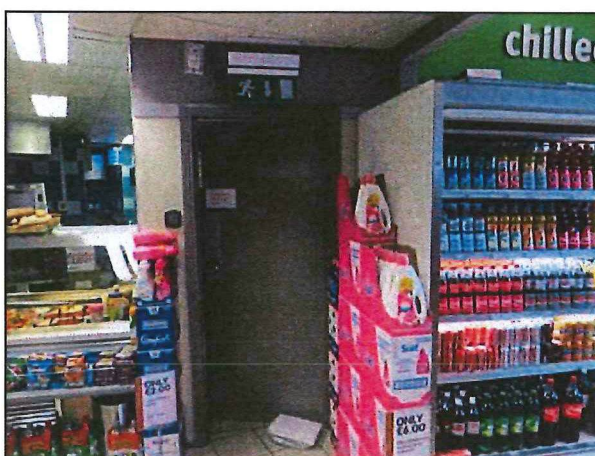
Photograph 037



Photograph 038



Photograph 039



Photograph 040



Photograph 041



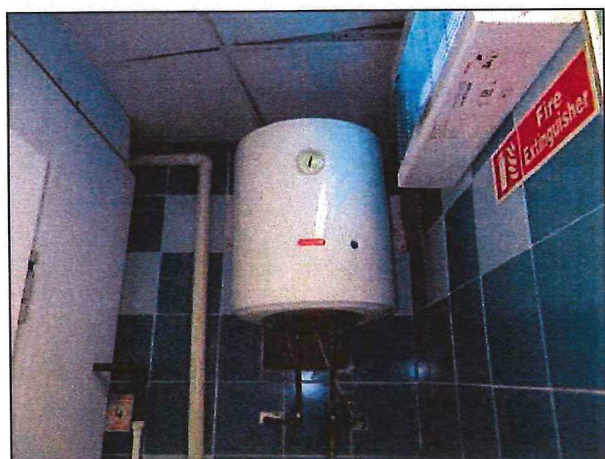
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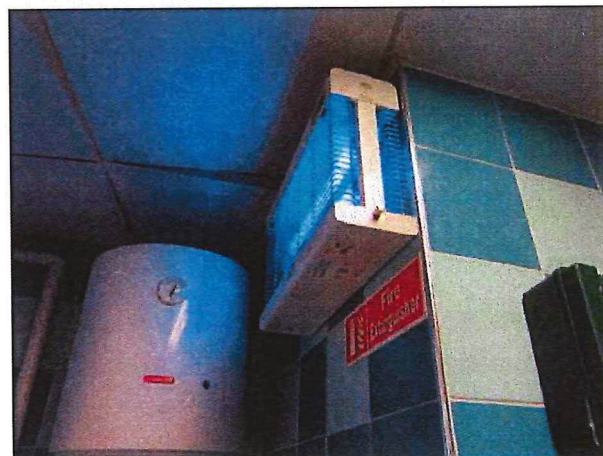
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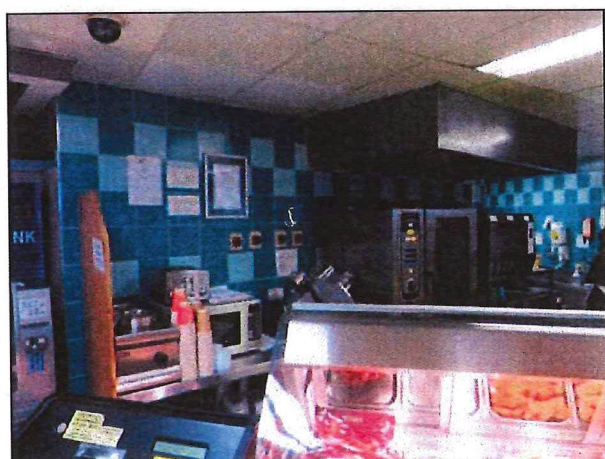
Photograph 044



Photograph 045



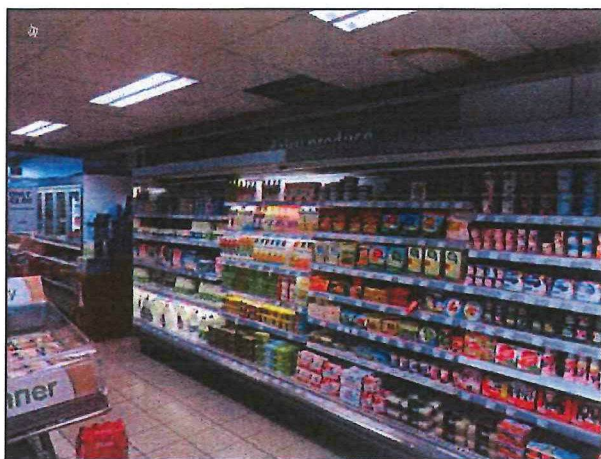
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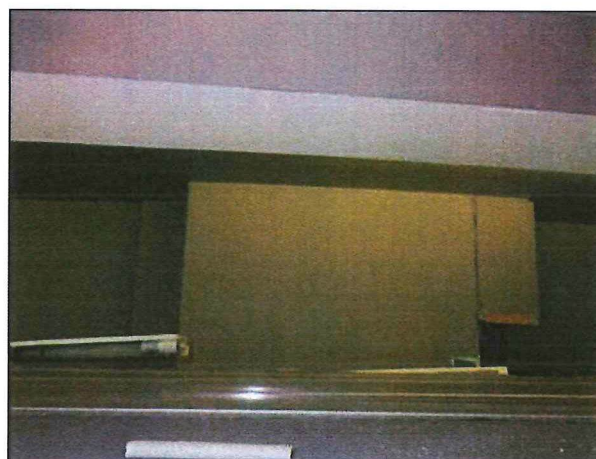
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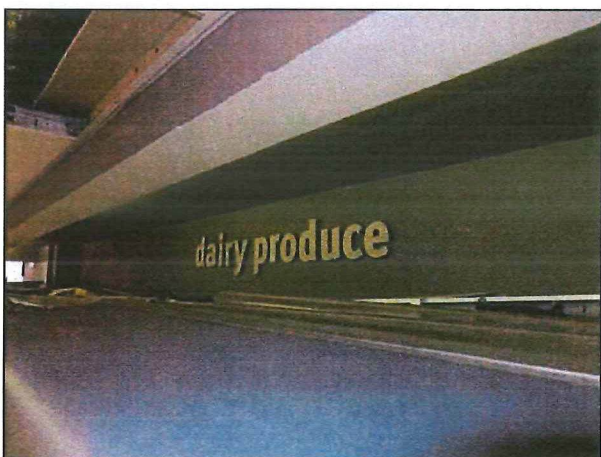
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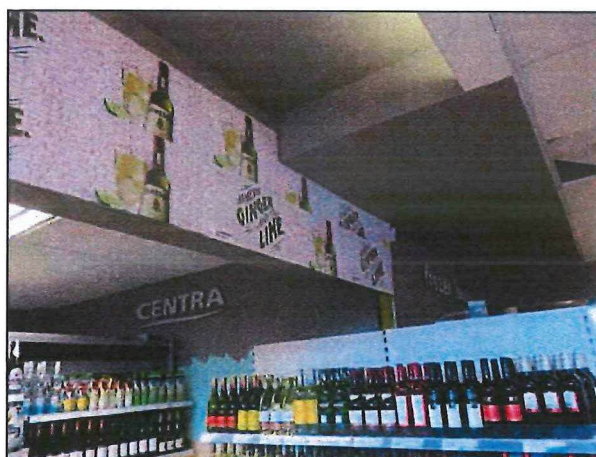
Photograph 049



Photograph 050



Photograph 051



Photograph 052



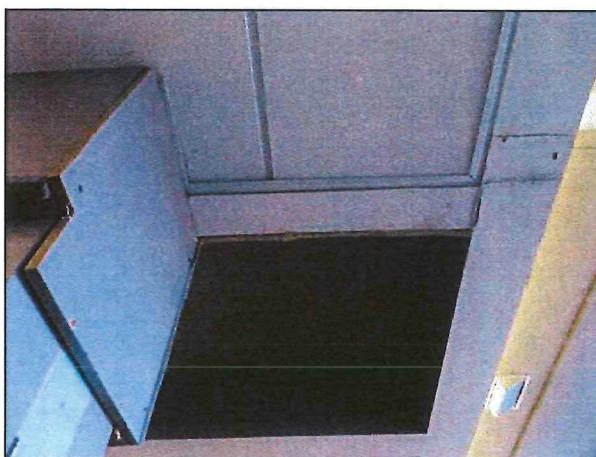
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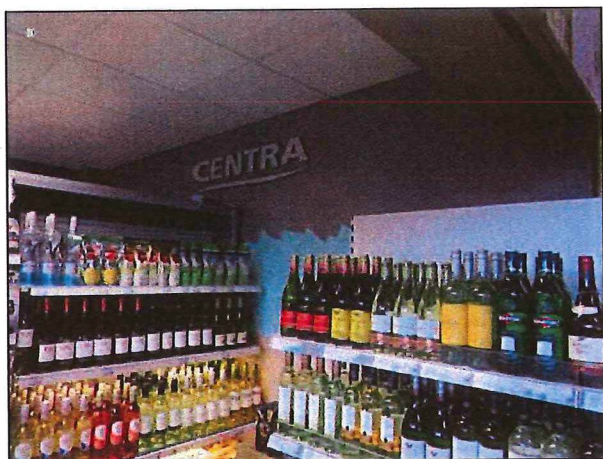
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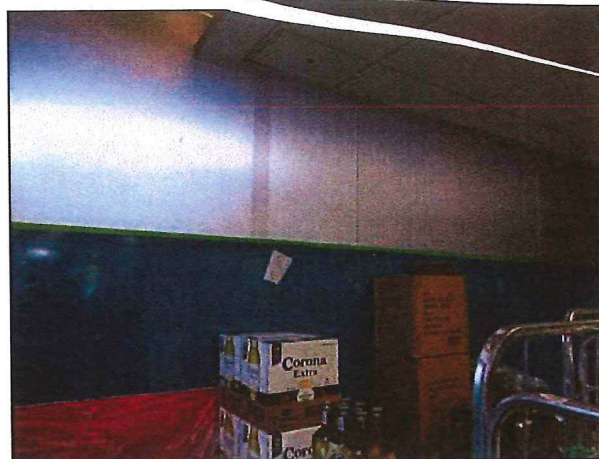
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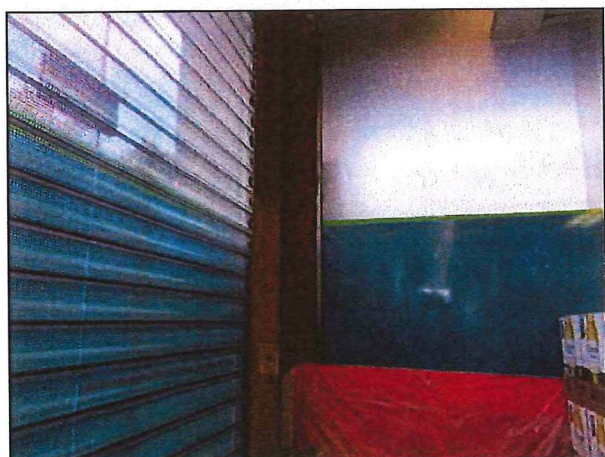
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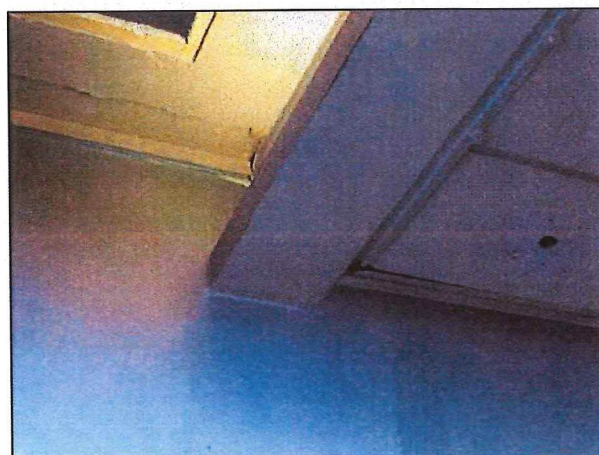
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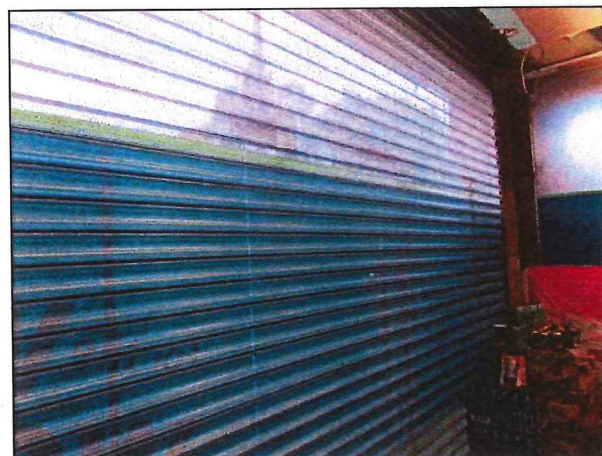
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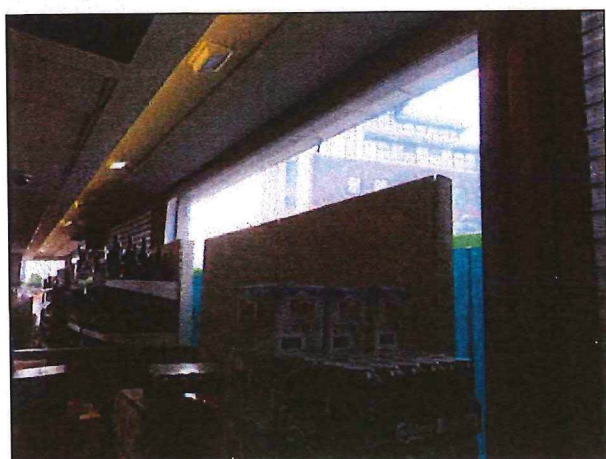
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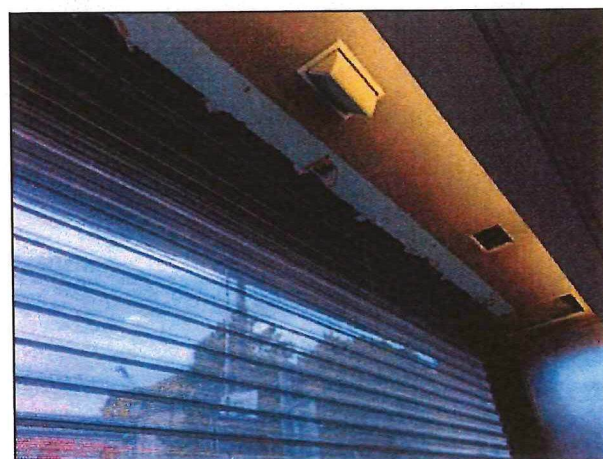
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Photograph 062



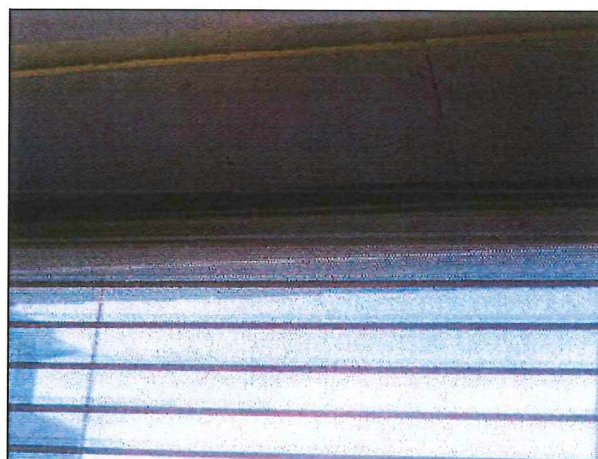
Photograph 063



Photograph 064



Photograph 065



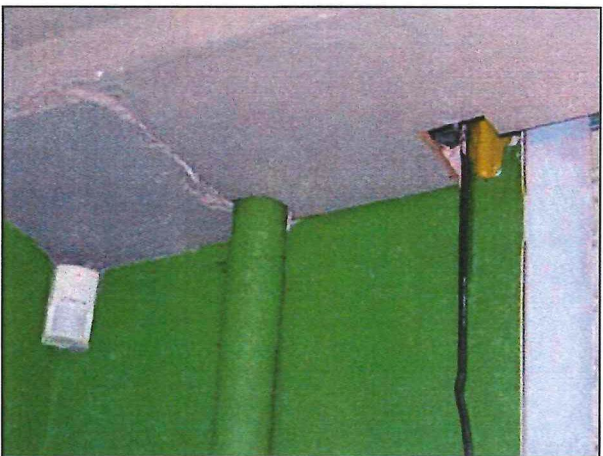
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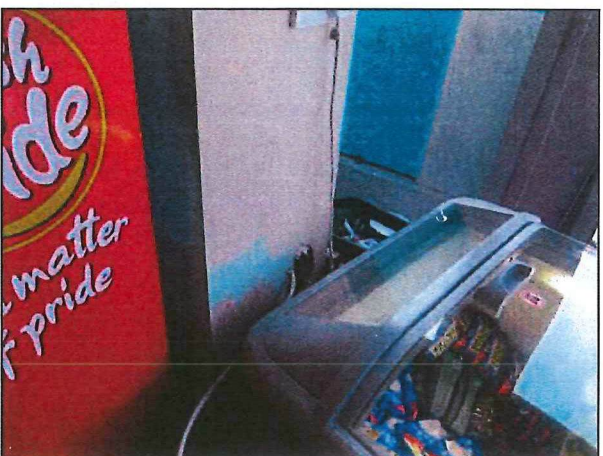
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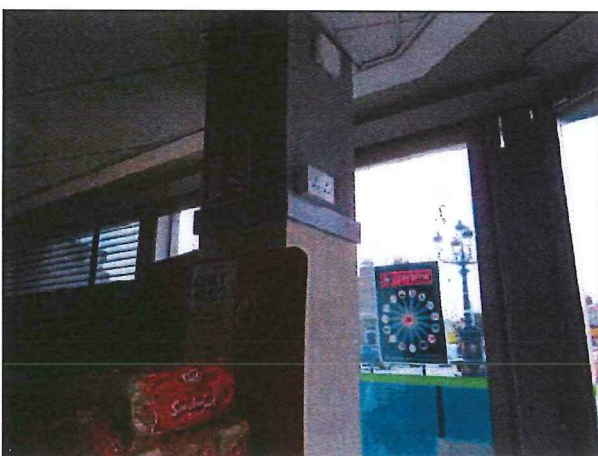
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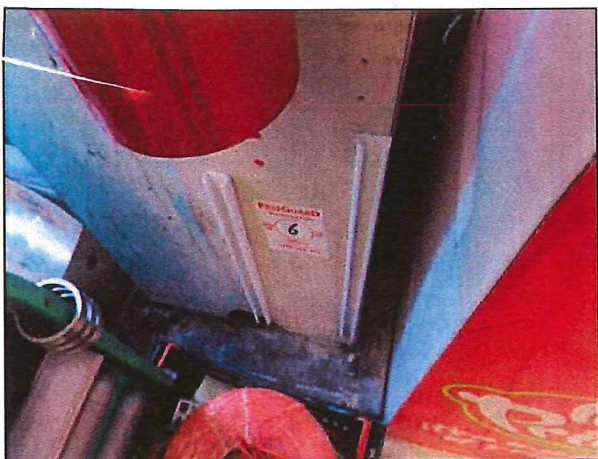
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Photograph 071



Photograph 072



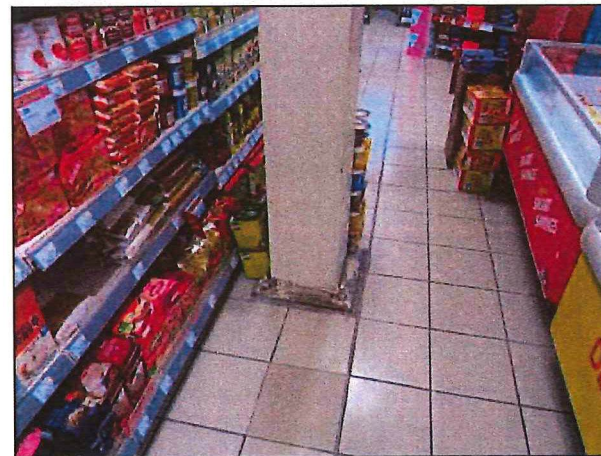
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Photograph 074



Photograph 075



Photograph 076



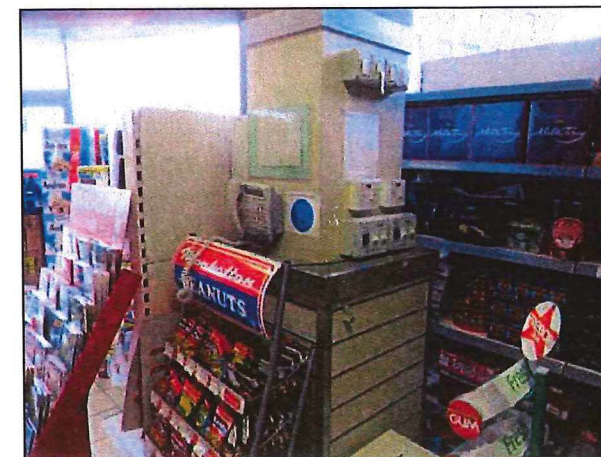
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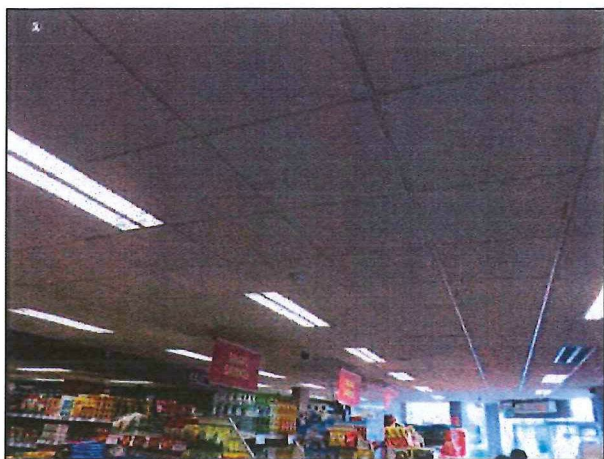
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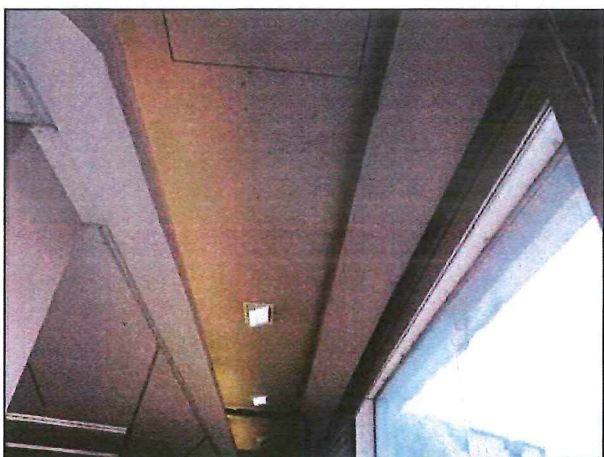
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Photograph 081



Photograph 082



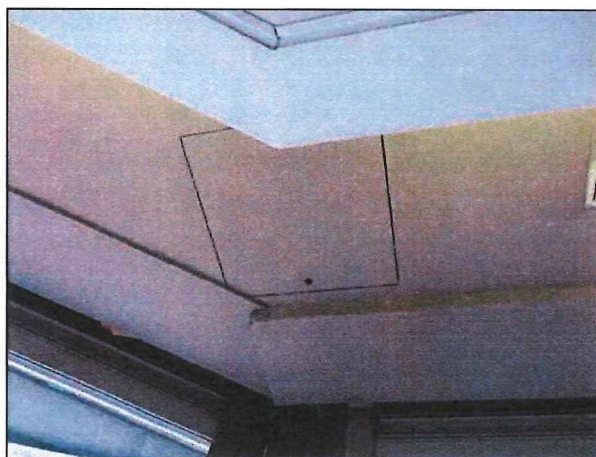
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Photograph 084



Photograph 085



Photograph 086



Photograph 087



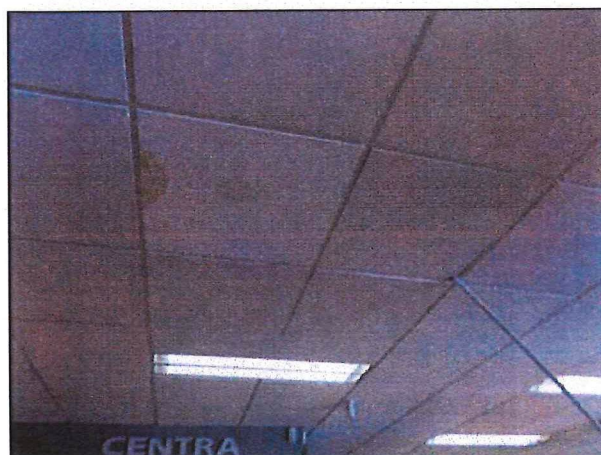
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Photograph 089



Photograph 090



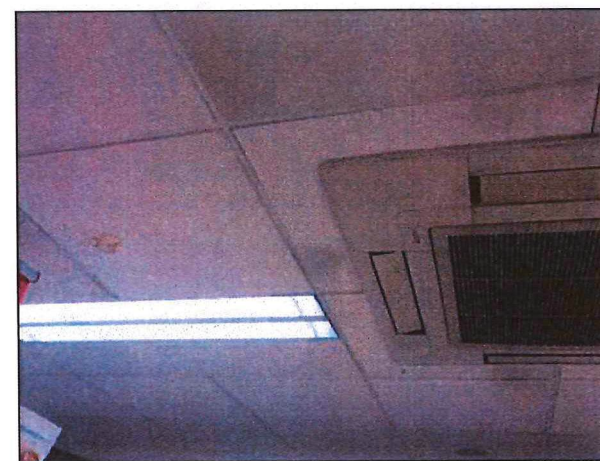
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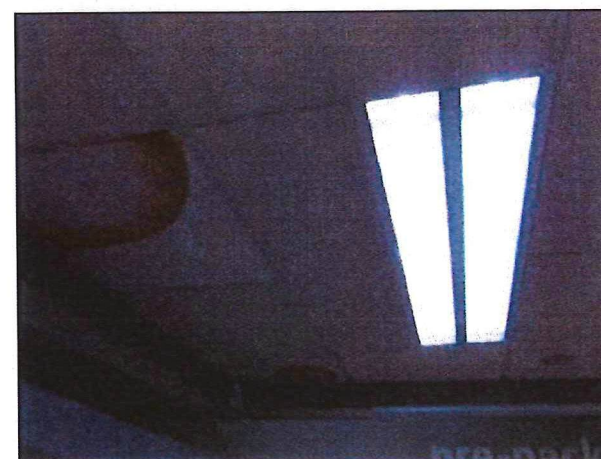
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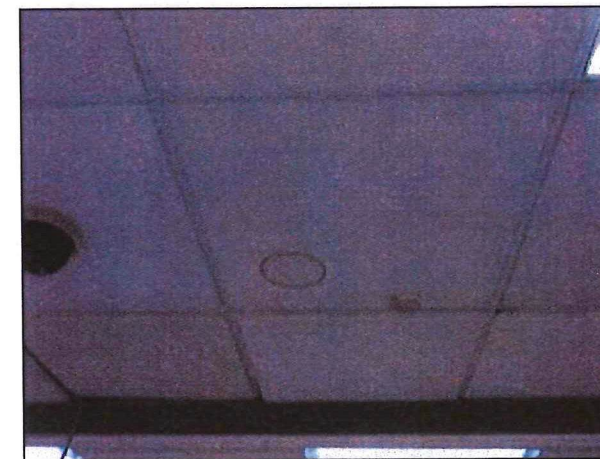
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Photograph 094



Photograph 095



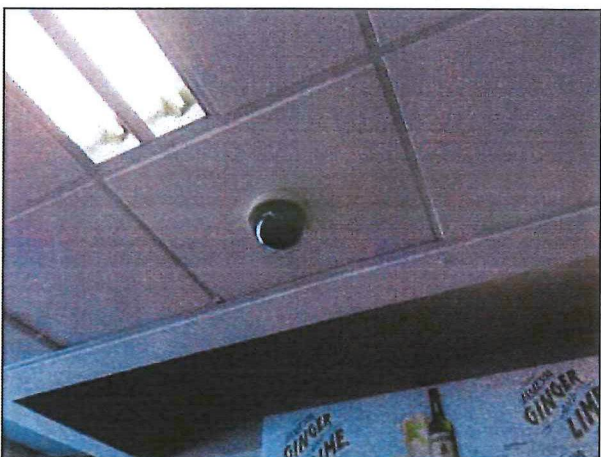
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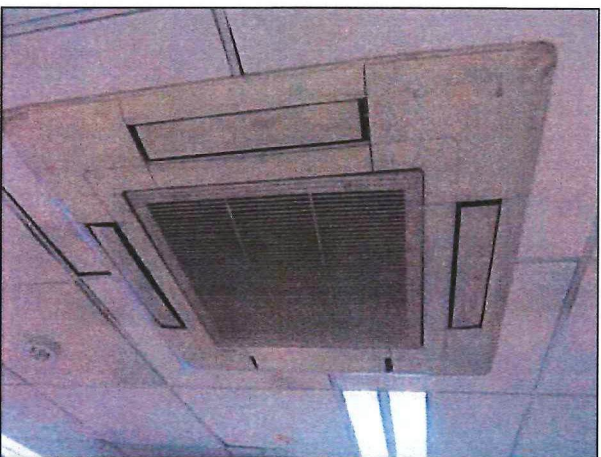
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Photograph 099



Photograph 100



Photograph 101



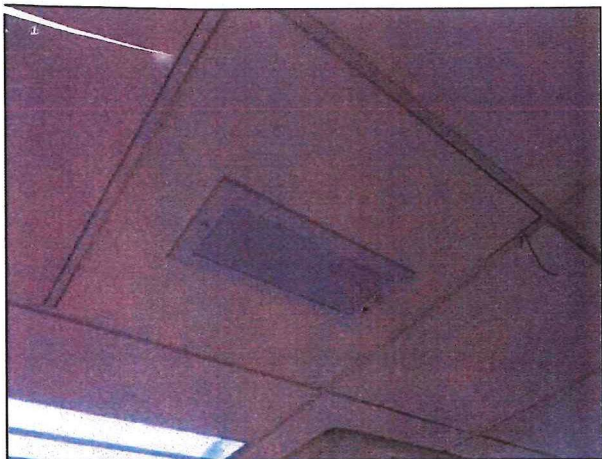
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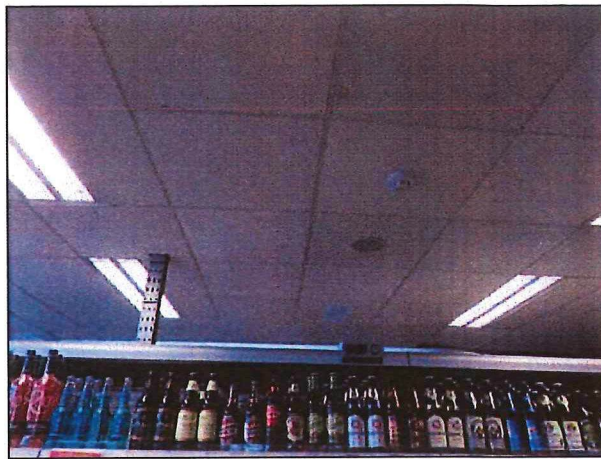
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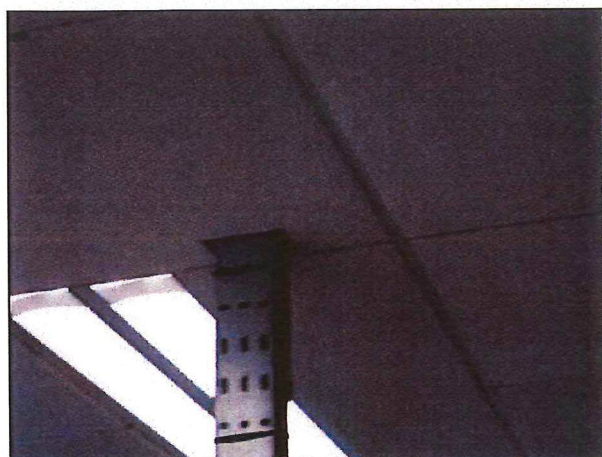
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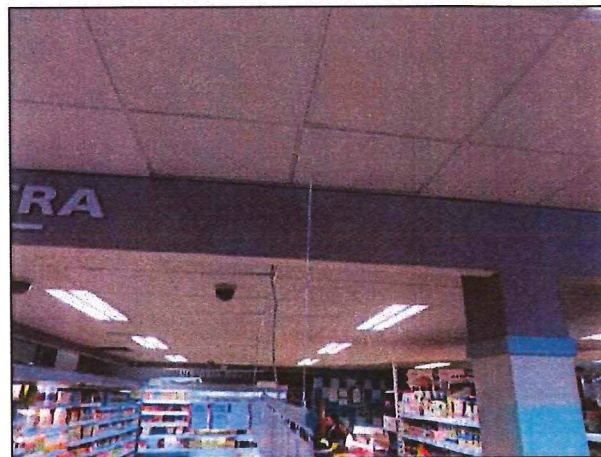
Photograph 105



Photograph 106



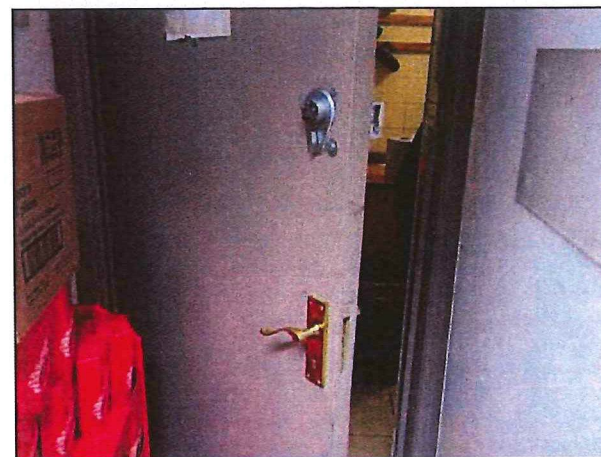
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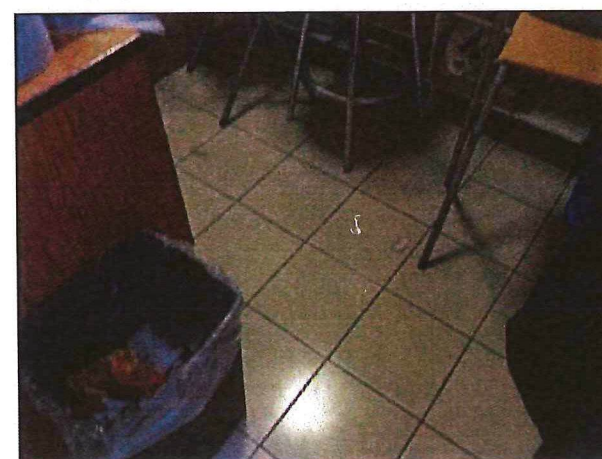
Photograph 108



Photograph 109



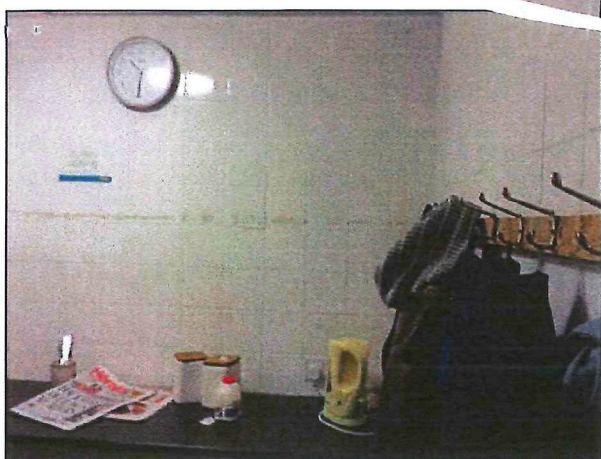
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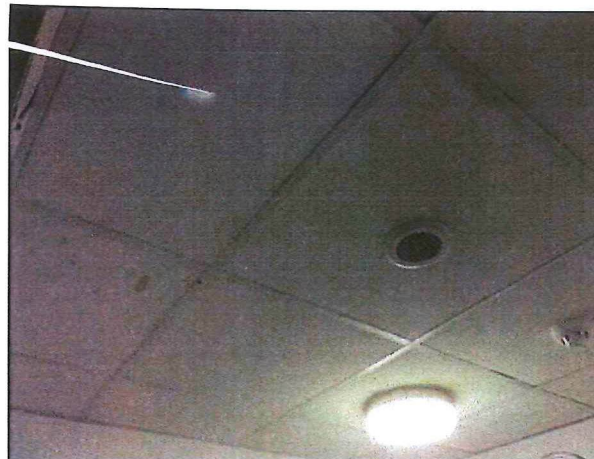
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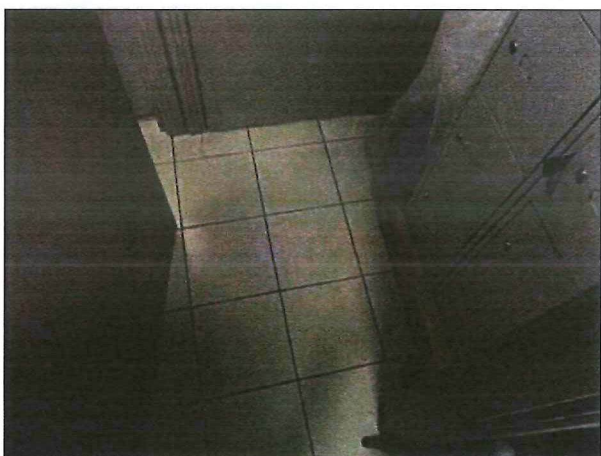
Photograph 112



Photograph 113



Photograph 114



Photograph 115



Photograph 116



Photograph 117



Photograph 118



Photograph 119



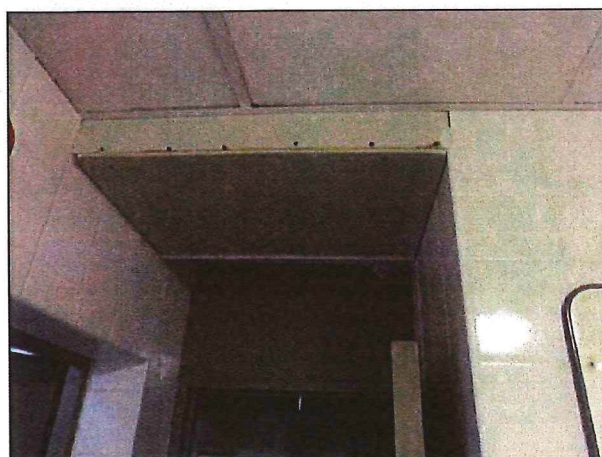
Photograph 120



Photograph 121



Photograph 122



Photograph 123



Photograph 124



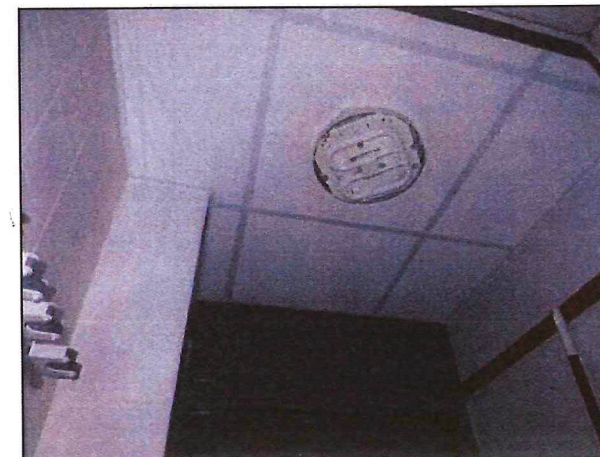
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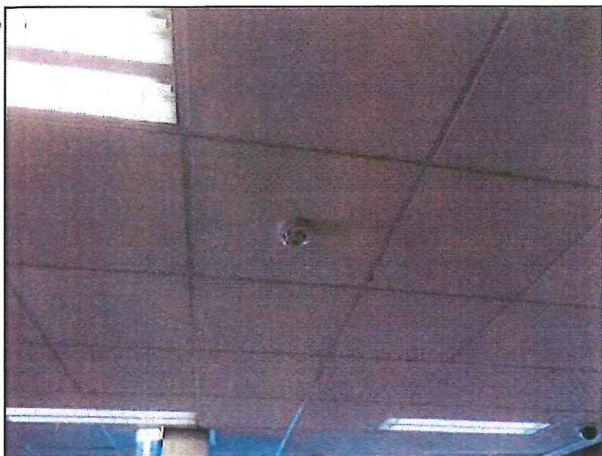
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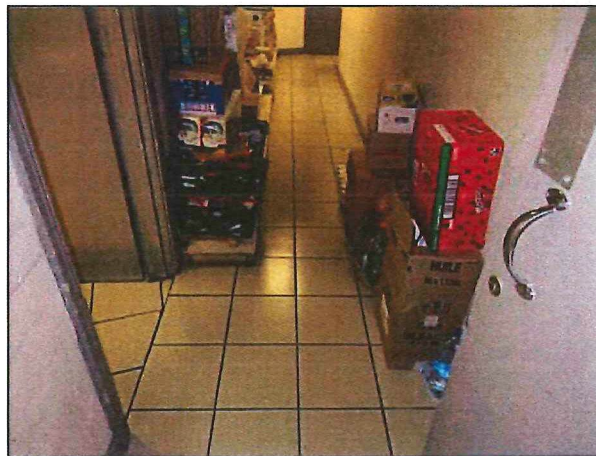
Photograph 127



Photograph 128



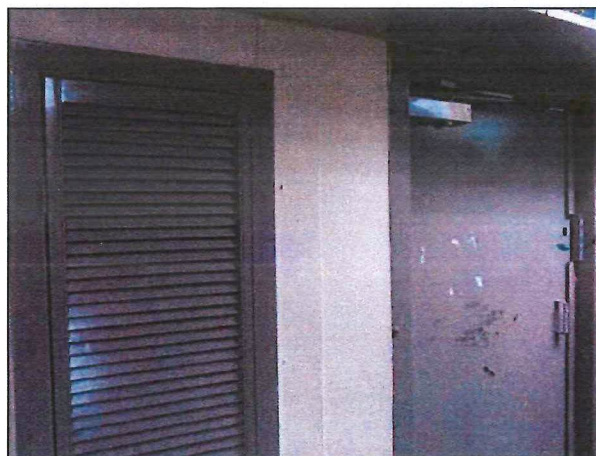
Photograph 129



Photograph 130



Photograph 131



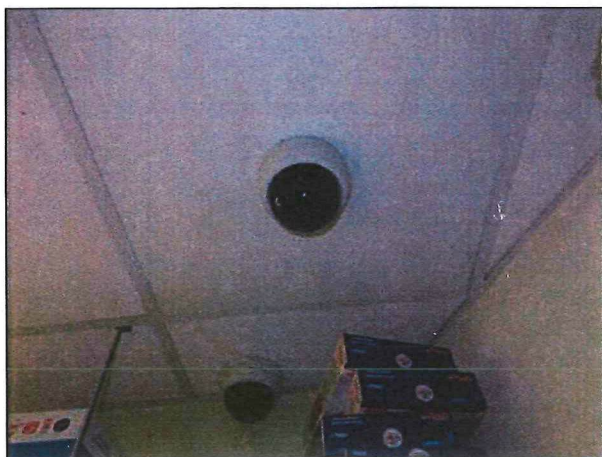
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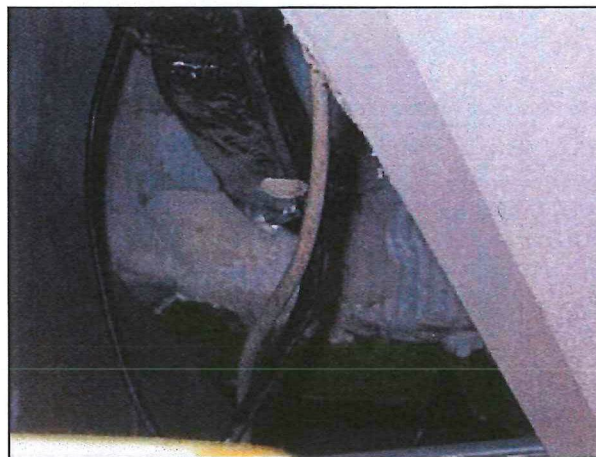
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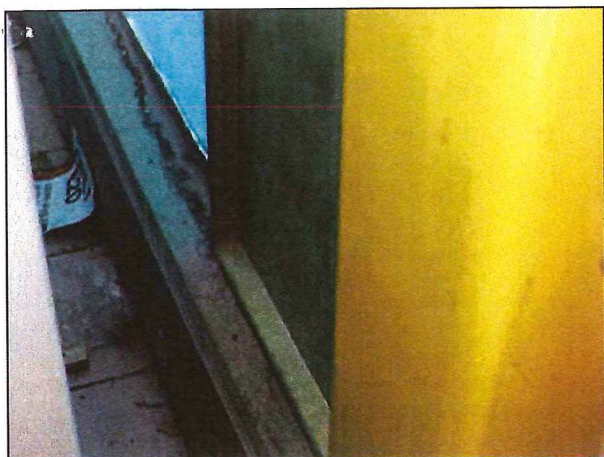
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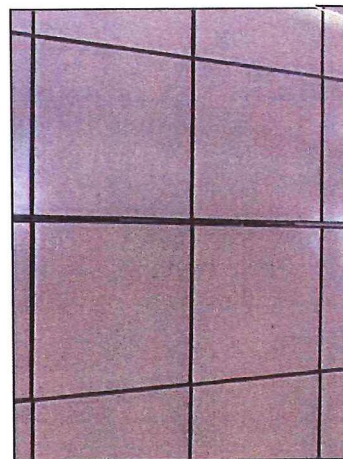
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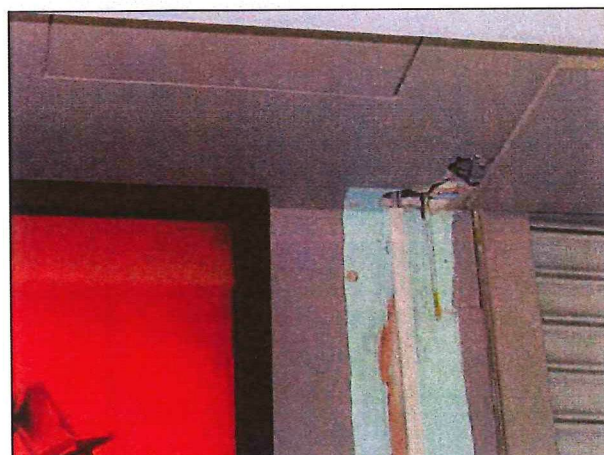
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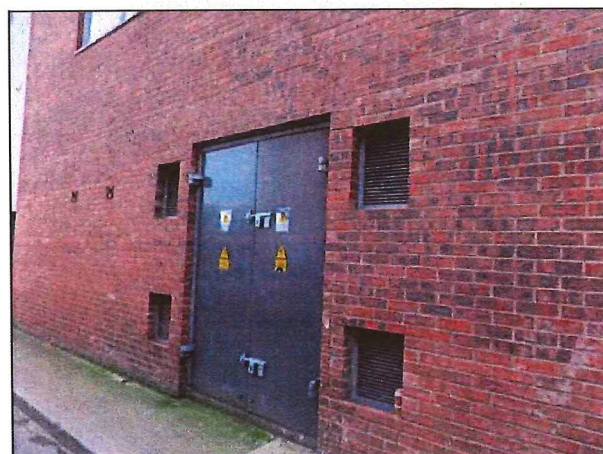
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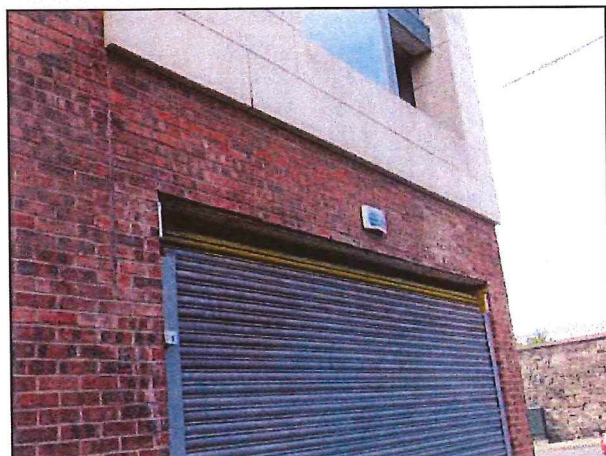
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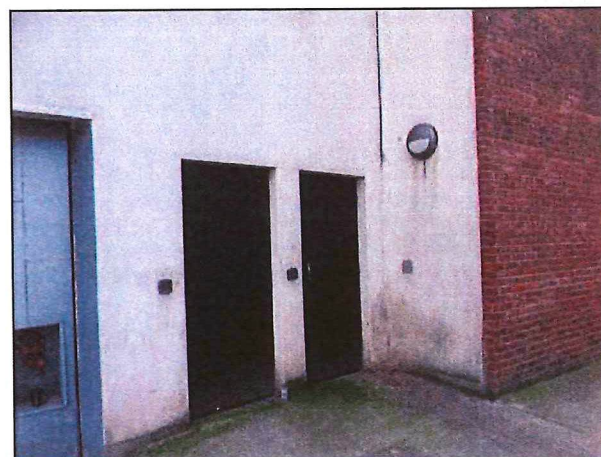
Photograph 139



Photograph 140



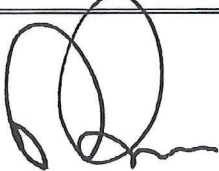
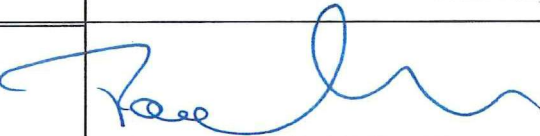
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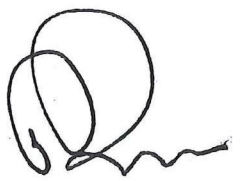
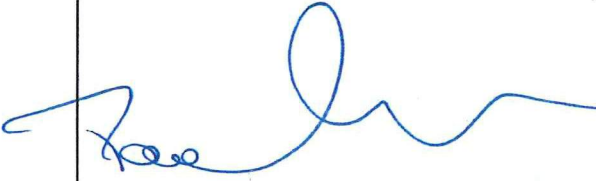


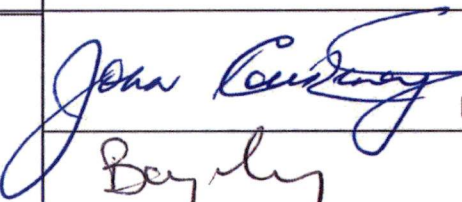
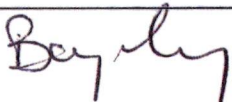
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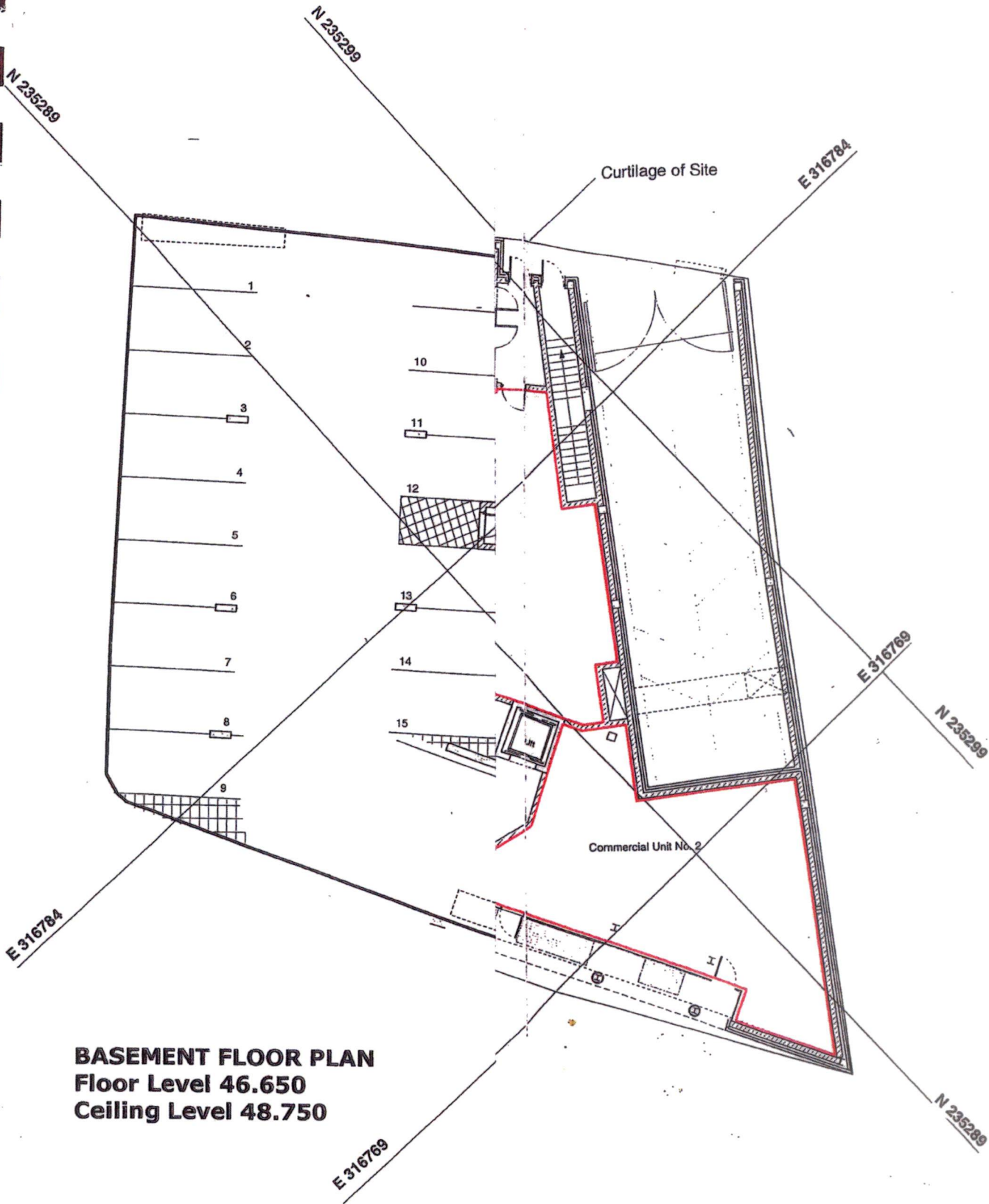


Photograph 143

<p>SIGNED AND DELIVERED by Neil Bannon and Paul Doyle, in their capacity as receiver of Patrick Daly and Anne Daly (In Receivership)</p>	 <p style="text-align: right;">Neil Bannon</p>
<p>In the presence of:- <i>Patrick O'Connor</i> <i>Sonvegan</i> <i>Hambleden House,</i> <i>19126 Pembroke St. Lwr,</i> <i>Dublin 2.</i></p>	 <p style="text-align: right;">Paul Doyle</p>

<p>SIGNED AND DELIVERED By Neil Bannon and Paul Doyle In their capacity as receiver of Patrick Daly and Anne Daly (In Receivership)</p>	 <p style="text-align: right;">Neil Bannon</p>
<p>In the presence of:- <i>Patrick O'Connor</i> <i>Sonvegan</i> <i>Hambleden House</i> <i>19126 Pembroke St. Lwr</i> <i>Dublin 2.</i></p>	 <p style="text-align: right;">Paul Doyle</p>

<p>Present when the Common Seal of the Tenant was affixed hereto:</p>	<p style="text-align: right;">Seal</p>
	<p style="text-align: right;">  Director  Director/Secretary </p>



BASEMENT FLOOR PLAN
Floor Level 46.650
Ceiling Level 48.750

IS: Land Registry

dborough Court, 1-4 North Strand, Dublin 1

ostello Construction

asement and Ground Floor Plans

CHECKED BY	SIGNED	DATE	SCALE	AMENDED on	BY
J Walsh		28.07.05	1:250		
DRO. NO.		AMENDMENT			
170-LR-Plans		0154-LR-170		L2	

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 Amendment Profile: B-Sketch, P-Planning, F-Free Certificate, T-Tender, C-Construction, M-Marketing, L-Legal

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 Dublin 2, Ireland
 T: 353 (0)1 877 3400
 F: 353 (0)1 877 4848
 e: arch@oms.ie
 www.oms.ie

Dated this day of 2014

(1) PATRICK DALY AND ANNE DALY (IN RECEIVERSHIP)

Landlord

**(2) NEIL BANNON AND PAUL DOYLE IN THEIR CAPACITY AS RECEIVERS OF
CERTAIN ASSETS OF PATRICK DALY AND ANNE DALY**

Receivers

(3) LILACGLEN LIMITED

Tenant

DEED OF VARIATION

Premises:

**Centra Store,
Five Lamps,
Portland Row,
Dublin 1**