

25

BOOKLET OF TITLE

APARTMENTS AT ALDBOROUGH COURT 1-4 NORTH STRAND DUBLIN 1

**Eugene F. Collins
Solicitors
Temple Chambers
3 Burlington Road
Dublin 4**

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Statement of Title

Development at Aldborough Court

1-4 North Strand Road and 1 Aldborough Place Dublin 3

		Document:
1.	1 North Stand Road	
	(a)	This property is held under 4 identical Indentures of Lease 3 of which are dated 2 October 1843 between William Parsons Hoey and John Hughes and the 4 th Lease dated 27 July 1879 between Elizabeth Mary Davy and Another and John Hughes all for a term of 500 years from 1 st May 1842 subject to nominal rents.
	(b)	Assignment dated 31 st July 1990 between Europaints Limited and Merryvale Properties Limited.
	(c)	Assignment and Transfer dated 27 th June 2003 Merryvale Properties Limited and G. Saunders & Company Limited.
	(d)	Deed of Transfer dated 1 st March 2004 G Saunders & Company Limited and Alan Costello Builders Limited.
2	2/3 North Strand Road	
	(a)	Registered on Folio 141177F County Dublin – Registered Owner Joseph Gaynor.
	(b)	Transfer dated 30 June 2003 Joseph Gaynor to G Saunders & Company Limited.
	(c)	Transfer dated 1 March 2004 G. Saunders & Company Limited to Alan Costello Builders Limited.
3	4 North Strand Road	
	(a)	Registered on Folio 9935 County Dublin Registered Owner Europaints Limited.
	(b)	Transfer dated 31 July 1990 Europaints Limited and Merryvale Properties Ltd.
	(c)	Transfer dated 27 th June 2003 between Merryvale Properties Limited and G. Saunders & Company Limited.
	(d)	Transfer dated 1 st March 2004 G. Saunders & Company Limited and Alan Costello Builders Limited.

4.	1 Aldborough Place	
	(a)	Registered on Folio 10679 of the Register County Dublin registered owner Europaints Limited.
	(b)	Transfer dated 31 st July 1990 Europaints Limited and Merryvale Properties Limited.
	(c)	Transfer dated 27 th June 2003 Merryvale Properties Limited and G. Saunders & Company Limited.
	(d)	Transfer dated 1 st March 2004 G. Saunders & Company Limited and Alan Costello Builders Limited (Stamped but not registered).
5.	Registration of the unregistered title documents is currently pending after which registration in the Land Registry will take place. If Registration is not completed in the Land Registry prior to the completion of the Sale to the Purchaser the relevant Dealing Number will be furnished and Copy Form 17 showing lodgement of the documents in the Land Registry	

Schedule of Documents

Development at Aldborough Court

1-4 North Strand Road and 1 Aldborough Place Dublin 3

	Date:	Document:	Pages:
1.	2 October 1843	Wm Parsons Hoey & John Hughes (2)	1 & 6
2.	27 July 1879	Lease between Elizabeth Mary Davy and Another and John Hughes	10 & 15
3.	31 July 1990	Assignment Europaints Limited and Merryvale Properties Limited	21
4.	27 June 2003	Assignment Merryvale Properties Limited and G. Saunders & Company Limited	28
5.	1 March 2004	Transfer G. Saunders & Company Limited and Alan Costello Builders Limited	34
6.		Folio 141177F County Dublin and File Plan	38
7.	30 June 2003	Transfer Joseph Gaynor and G. Saunders & Company Limited	43
8.		Folio 9935 Co. Dublin and File Plan	46
9.		Folio 10679 Co. Dublin and File Plan	51
10.	31 July 1990	Transfer Europaints Limited and Merryvale Properties Ltd	56
11.		Draft Declaration of Identity	59
12.		✓ Copy Planning Permission Ref: 3618/03 Grant Order No: P4660	62
13.		✓ Planning Permission from An Bord Pleanala Ref: PL29N. 205079	65
14.		Draft Architect's Opinion on Compliance with Planning Permission.	70

15.		Draft Architect's Certificate of Compliance with the Building Regulations	74
16.	16 October 2003	Acknowledgement Commencement Notice from Dublin City Council	80
17.	27 May 2004	Acknowledgement Commencement Notice from Dublin City Council	81
18.	24 February 2004	Fire Safety Certificate No: FSC1243/04 ✓	82
19.		Memorandum & Articles of Association of Alan Costello Builders Limited	85
20.		Certificate of Incorporation and Memorandum & Articles of Association of Alderborough Management Company Limited	99
21.		Draft Lease	110
22.		Requisitions on Title and Replies	129

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This Indenture made the 2nd. day of October in the Year of Our Lord 1843 Between William Parsons Hoey of Leeson Street in the City of Dublin Esquire as well in his own right as in his capacity as Trustee appointed by the Will of Elizabeth Meredith late of the City of Dublin Widow deceased of the one part and John Hughes of Spring Garden Place in the City of Dublin Builder of the other part Witnesseth that the said William Parsons Hoey for and in consideration of the Yearly Rent and covenants hereinafter reserved hath demised granted set and to farm-let and by these presents doth demise grant set and to farm-let unto the said John Hughes the several undivided shares hereinafter specified of the parcel of ground and premises hereinafter mentioned and described that is to say one undivided twelfth part the whole into twelve equal parts to be divided now vested in the said William Parsons Hoey by purchase from Dame Susan Burton Widow deceased one other undivided twelfth part now vested in the said William Parsons Hoey by purchase from Sir Aubrey De Vere Baronet one undivided eighth part now vested in the said William Parsons Hoey by purchase from the devisees of Penelope Baughly Widow deceased and one twenty fourth part now vested in the said William Parsons Hoey by purchase from Jane Parkes Shuster the devisee of Robert Watson Wade Esquire deceased of and in All That And Those that lot of ground on the North-west side of the North Strand Road next adjoining to Matthew Flood's holding and extending from Flood's holding to the Old Circular Road now called Aldborough Place and from the Strand Road or footway bounding the same to the line or passage intended to be continued in a straight line from Flood's corner to the Circular Road aforesaid all situate in the Parish of Saint Thomas and County of the City of Dublin aforesaid To Have And To Hold the said demised premises with the rights members and appurtenances thereunto belonging or in any wise appertaining unto the said John Hughes his executors administrators and assigns from the 1st. day of May which was in the year 1842 for an driving and unto the full end and term of 500 years from thence next ensuing full

[to

to be completed and ended by the said John Hughes his executors administrators and assigns yielding And paying therefore and thereon yearly and every year during the said term after the two first years thereof unto the said William Parsons Hoey his heirs and assigns the yearly rent or sum of £4:2:10 the same to be paid by two equal and even half yearly payments on every 1st. day of May and 1st day of November in each and every year during the term hereby granted over and above all taxes charges and impositions whatsoever (Quit Rent and Brown Rent excepted) the first payment thereof to be made on the 1st. day of November 1844 And if the said reserved yearly rent or any part thereof shall happen to be behind or unpaid for or by the space of 21 days next after any of the days hereinbefore mentioned and appointed for the payment thereof then and so often as it shall so happen it shall and may be lawful to and for the said William Parsons Hoey his heirs or assigns into the said demised premises or any part thereof to enter and distrain and the distress and distresses then and there found to lead and take away and the same to dispose of according to law for the satisfaction of the said rent all arrears thereof and costs of distraining for the same. And if no sufficient distress or distresses shall or may be found on the said demised premises to satisfy the said rent and all arrears thereof then it shall and may be lawful to and for the said William Parsons Hoey his heirs or assigns into the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again re-possess and enjoy as in his or their former estate anything in these presents contained to the contrary in anywise notwithstanding And the said John Hughes doth for himself his executors administrators and assigns covenant promise and agree to and with the said William Parsons Hoey his heirs and assigns that he the said John Hughes his executors administrators and assigns shall and will from time to time and at all times hereafter during the term hereby granted well and truly satisfy content and pay unto the said William Parsons Hoey his heirs and assigns the said reserved yearly rent or sum of £4:2:10 on the said days and

[times

3/1/18
times hereinbefore mentioned and appointed for payment thereof clear above all taxes as aforesaid. And also that he the said John Hughes his executors administrators and assigns shall and will during the continuance of this demise preserve uphold support maintain and keep the said demised premises and every part thereof and all improvements made and to be made thereon in good and sufficient order repair and condition. And at the end of the term hereby granted or other sooner determination of this demise shall and will so leave and yield up the same unto the said William Parsons Hoey his heirs or assigns. And the said John Hughes doth hereby for himself his executors administrators and assigns covenant promise and agree to and with the said William Parsons Hoey his heirs and assigns that within a period of twelve months from and after the day of the date of these presents he the said John Hughes his executors administrators or assigns shall and will lay out and expend or cause to be laid out and expended a sum of £150 at the least in the building of a substantial dwelling house upon the said demised premises and that any wall to be built on that side of the said premises adjoining to the Circular Road shall be handsomely coped and plastered with cement in a proper manner and that no gateway shall at any time be opened on that side of the said demised premises adjoining or into the Circular Road and that any gateway to be made from said premises fronting to the Strand Road shall be handsomely finished so as to have a respectable appearance towards the front. And also that no chandling soap boiling gas making slaughtering of cattle or any other noxious or offensive trade or business shall at any time be carried on upon any part of the said demised premises. And the said William Parsons Hoey doth hereby for himself his heirs and assigns covenant promise and agree to and with the said John Hughes his executors administrators and assigns that he the said John Hughes his executors administrators and assigns paying the said reserved yearly rent and performing the covenants hereinbefore mentioned shall and may peaceably and quietly have hold and enjoy the said demised premises
[with]

the appurtenances during the term hereby granted without any let hindrance
interruption or disturbance of the said William Parsons Hoey his heirs or assigns
or any other person or persons claiming or deriving from or under him them or
any of them In Witness whereof the parties to these presents have hereunto sub-
scribed their names and affixed their seals the day and ^{year} first herein written.

Signed Sealed and Delivered by the
within named William Parsons Hoey in presence of:-
Edward Moore.

Wm. P. Hoey (Seal)

Signed Sealed and Delivered by the
within named John Hughes in presence of:-
Edward Moore.

John Hughes. (Seal)

Dated the 2nd. day of October 1843.

(3)

Wm. Parsons Hoey, Esqre.

to

John Hughes, Builder.

Cohy.

LEASE

$\frac{1}{2}$ th. $\frac{1}{2}$ th. $\frac{1}{8}$ th. and $\frac{1}{4}$ th. of Lot
of ground on the North-west side of
the North Strand, Dublin

We certify the within to have been com-
pared with a certified copy of the Original
and to be a true copy of same.

Dated this 12th day of December 1830.

W. B. Berquison

W. B. Berquison,

Solicitor,

56, Rutland Sq. W.

Dublin.

Stamp
s.d.
1/-

This Indenture made the 2nd. day of October in the Year of Our Lord 1843 Between Lancelot Fisher of Mount Aven in the County of Wicklow Esquire of the one part and John Hughes of Spring Garden Place in the City of Dublin Builder of the other part With Expresseth that the said Lancelot Fisher for and in consideration of the yearly Rent and covenants hereinafter reserved hath devised granted set and to farm-let and by these presents doth demise grant set and to farm-let unto the said John Hughes one undivided moiety or half part of the whole into two equal parts to be divided of and in All That And Those that lot of ground on the North-west side of the North Strand Road next adjoining to Matthew Flood's holding and extending from Flood's holding to the Old Circular Road now called Aldborough Place and from the Strand Road or Footway bounding the same to the Lane or passage intended to be continued from the rear wall of Flood's concerns and in a direct line therewith to the Circular Road aforesaid all situate in the Parish of Saint Thomas and County of the City of Dublin aforesaid To Have And To Hold the said devised premises with the rights members and appurtenances thereunto belonging or in anywise appertaining unto the said John Hughes his executors administrators and assigns from the First day of May which was in the year 1842 for and during and unto the full end and term of 500 years from thence next ensuing fully to be completed and ended by the said John Hughes his executors administrators and assigns Yielding And Paying therefore and thereout yearly and every year during the said term after the first two years thereof unto the said Lancelot Fisher his heirs and assigns the yearly rent or sum of £ 6 : 4 : 3 sterling the same to be paid by two even and equal half yearly payments on every 1st. day of May and 1st. day of November in each and every year during the term hereby granted over and above all taxes charges and impositions whatsoever (Quit Rent and Brown Rent excepted) the first payment thereof to be made on the 1st. day of November 1844 And if the said reserved yearly rent or any part thereof shall [happen

happen to be behind or unpaid for or by the space of twenty one days next after an
of the days hereinbefore mentioned and appointed for the payment thereof then on
so often as it shall so happen it shall and may be lawful to and for the said Lancelot
Fisher his heirs or assigns into the said demised premises or any part thereof to enter
and distrain and the distress and distresses then and there found to lead and
take away and the same to dispose of according to law for satisfaction of the said
rent all arrears thereof and costs of distraining for the same And if no sufficient di
tress or distresses shall or may be found on the said demised premises to satisfy the
said rent and all arrears thereof then it shall and may be lawful to and for the
said Lancelot Fisher his heirs or assigns into the said demised premises or any part
thereof in the name of the whole to re-enter and the same to have again repossessed
and enjoy as in his or their former estate anything in these presents contained
to the contrary in anywise notwithstanding And the said John Hughes ^{doth} for
himself his executors administrators and assigns covenant promise and agree to and
with the said Lancelot Fisher his heirs and assigns by these presents that he the
said John Hughes his executors administrators and assigns shall and will from time
to time and at all times hereafter during the term hereby granted well and truly
satisfy content and pay unto the said Lancelot Fisher his heirs and assigns the
said reserved yearly rent or sum of £ 6 : 4 : 3 on the said days and times hereinbefore
mentioned and appointed for payment thereof clear above all taxes as aforesaid And
also that he the said John Hughes his executors administrators and assigns shall and
will during the continuance of this demise preserve uphold support maintain and
keep the said demised premises and every part thereof and all improvements made
and to be made thereon in good and sufficient order repair and condition And
at the end of the term hereby granted or other sooner determination of this demise
shall and will so leave and yield up the same unto the said Lancelot Fisher his
heirs or assigns And the said John Hughes doth hereby for himself his executors
administrators and assigns covenant promise and agree to and with the said Lancelot
[Fisher]

Land
Fisher his heirs and assigns that within a period of twelve months from and after the day of the date of these presents he the said John Hughes his executors administrators or assigns shall and will lay out and expend or cause to be laid out and expended a sum of £150 at the least in the building of a substantial dwelling house upon the said demised premises and that any wall to be built on that side of the said premises adjoining to the Circular Road shall be handsomely coped and plastered in a proper manner and that no gateway shall at any time be opened on that side of the said demised premises adjoining or into the Circular Road and that any gateway to be made from said premises fronting to the Strand Road shall be handsomely finished so as to have a respectable appearance towards the front and also that no chandling soap boiling gas making slaughtering of cattle or any other noxious or offensive trade or business shall at any time be carried on upon any part of the said demised premises And the said Lancelot Fisher doth hereby for himself his heirs and assigns covenant promise and agree to and with the said John Hughes his executors administrators and assigns that he the said John Hughes his executors administrators and assigns paying the said reserved yearly rent and performing the covenants hereinbefore mentioned shall and may peaceably and quietly have hold and enjoy the said demised premises with the appurtenances during the term hereby granted without any let hindrance interruption or disturbance of the said Lancelot Fisher his heirs or assigns or any other person or persons claiming or deriving from or under him them or any of them In WITNESS whereof the parties aforesaid have herewith subscribed their names and affixed their seals the day and year first herein written.

Signed Sealed and Delivered by the within named
Lancelot Fisher in presence of:-

Edward Moore.

L. Fisher (Seal)

Signed Sealed and Delivered by the within named
John Hughes in presence of:-

Edward Moore.

John Hughes (Seal)

Dated 2nd. day of October 1.

1 (1)

Lancelot Fisher, Esquire

to

John Hughes, Builder.

Copy

LEASE

We certify the within ~~to~~ to have been compared with a certified copy of the Original and to be a true copy of same.

Dated this 12th day of December 1930.

W. B. Bergin

W. B. Bergin,

Solicitor.

56, Rutland Sq. W.

Dublin.

This Indenture made the 2nd day of October in the Year of Our Lord 1843
Between Anthony Lyster of Stillorgan Co. Dublin Esq. Accountant General
of Her Majesty's Post Office establishment in Ireland of the one part and John
Hughes of Spring Garden Place in the City of Dublin Builder of the other part
Witnesseth that the said Anthony Lyster for and in consen of the yearly rent
and covenants hereinafter reserved hath demise granted set and to farm let
and by these presents doth demise grant set and to farm let unto the said John
Hughes one undivided eighth part the whole into eight equal parts to be divided
apart in All that and those that lot of ground on the North West Side of the
North Strand Road next adjoining to Matthew Floods holding and extending
from Floods holding to the old Circular Road now called Aldborough Place
and from the Strand Road or footway bounding the same to the lane or passage
intended to be continued in a straight line from Floods concerns to the
Circular Road aforesaid all situate in the Parish of Saint Thomas and County of
the City of Dublin aforesaid To Have and To Hold the said demise premises
with the rights members and appurtenances thereunto belonging or in any wise
appertaining unto the said John Hughes his executors administrators and
assigns from the first day of May which was in the Year 1842 for and during
and unto the full end and term of 500 years from thence next ensuing fully
to be completed and ended he the said John Hughes his executors administrators
and assigns Yielding and Paying therefor and thereout Yearly and every Year
during the said term after the two first years thereof unto the said Anthony
Lyster his heirs and assigns the yearly rent or sum of £1 = 11 = 0 $\frac{3}{4}$ the same
to be paid by two even and equal half yearly payments on every 1st day of May
and 1st day of November in each year and every year during the term hereby
granted over and above all Taxes charges and impositions whatsoever (Quit
Rent and Crown Rent excepted) the first payment thereof to be made on the 1st
day of November 1844 And if the said reserved yearly rent or any part thereof

shall happen to be behind for or by the space of 21 days next after any of the days
herebefore mentioned and appointed for the payment thereof then and so often as
it shall so happen it shall and maybe lawful to and for the said Anthony Lyster
his heirs or assigns into the said demised premises or any part thereof to enter
and distrain and the distress and distresses then and there found to be and take
away and the same to dispose of according to law for satisfaction of the said
Rent or arrears thereof and costs of distraining for the same And if no sufficient
distress or distresses shall or maybe found on the said demised premises to satisfy
the said rent and all arrears thereof then it shall and maybe lawful to and for the
said Anthony Lyster his heirs or assigns into the said demised premises or any
part thereof in the name of the whole to re-enter and the same to have again reposses
and enjoy as in his or their former estate anything in these presents contained to
the contrary in anywise notwithstanding And the said John Hughes doth for
himself his executors administrators and assigns covenant promise and agree
to and with the said Anthony Lyster his heirs and assigns by these presents
that he the said John Hughes his executors administrators and assigns shall
and will from time to time and at all times hereafter during the term hereby
granted well and truly satisfy content and pay unto the said Anthony Lyster his
heirs and assigns the said reserved yearly rent or sum of $\pounds 11 + 0 \frac{3}{4}$ on the
said days and times herebefore mentioned and appointed for payment
thereof clear above all Taxes as aforesaid And also that he the said John
Hughes his executors administrators and assigns shall and will during the
continuance of this demise preserve uphold support maintain and keep the
said demised premises and every part thereof and all improvements made and
to be made thereon in good and sufficient order repair and condition And at
the end of the term hereby granted or other sooner determination of this demise
shall and will so have and yield up the same unto the said Anthony Lyster
his heirs or assigns and he the said John Hughes doth hereby for himself his

Per R. V.

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executors administrators and assigns covenant promise and agree to and with the said Anthony Lyster his heirs and assigns that within a period of twelve months from and after the day of the date of these presents he the said John Hughes his executors administrators or assigns shall and will lay out and expend or cause to be laid out or expended a sum of \$150 at the least in the building of a substantial dwellinghouse upon the said demised premises and that any wall to be built on that side of the said premises adjoining to the Circular Road shall be handsomely cased and plastered with cement in a proper manner and that no gateway shall at any time be opened on that side of the said demised premises adjoining or into the Circular Road and that any gateway to be made from said premises fronting to the Strand Road shall be handsomely finished so as to have a respectable appearance towards the front And also that no handling soap boiling gas making slaughtering of cattle or any other noxious or offensive trade or business shall at any time be carried on upon any part of the said demised premises And the said Anthony Lyster doth hereby for himself his heirs and assigns covenant promise and agree to and with the said John Hughes his executors administrators and assigns that he the said John Hughes his executors administrators and assigns paying the said reserved yearly rent and performing the covenants hereinafore mentioned shall and may peaceably and quietly have hold and enjoy the said demised premises with his appurtenances during the term hereby granted without any let hindrance interruption or disturbance of the said Anthony Lyster his heirs or assigns or any other person or persons claiming or deriving from or under him them or any of them In witness whereof the parties to these presents have hereunto subscribed their names and affixed their seals the day and year first herein written

Signed sealed and delivered by the within named
Anthony Lyster in presence of

Edward Moore

Anthony Lyster (Seal)

Signed sealed and delivered by the
written named John Hughes in
presence of:-

Edward Moore

John Hughes (Seal)

Dated 2nd October 1843

(2)

Anthony Dexter
Esquire

2

John Hughes
Builder

Lease

of $\frac{1}{8}$ th of plot of ground on the
North West Side of the North
Ormond Road Dublin.

We certify the within to have been compared
with a certified copy of the Original and
to be a true copy of same

Dated this 12th day of December 1930

W. B. Guinness

Michael. Guinness
Solicitor

55 Rutland Square
Dublin.

This Indenture made the 27th day of July in the Year of our Lord 1879 Between
 Elizabeth Mary Davy of Newton House Rugby in the County of Warwick
 Spinster and Frank Henry Green of No 2 Warwick Street Channing Cross
 in the County of Middlesex Solicitors (Trustees of the estate of William Henry Henry
 Esquire deceased) of the one part and John Hughes of No. 1 and 2 North Strand
 Road in the City of Dublin Builder of the other part Whereas the said John Hughes
 is in possession of one undivided moiety of a certain plot of ground and
 buildings thereon hereinafter more particularly mentioned under and by virtue of
 an Indenture of Lease dated the 2nd day of October 1843 from Lancelot Fisher to
 the said John Hughes on which Nos. 1 and 2 North Strand Road now stand
 for the term of 500 years from the 1st day of May 1842 at the yearly rent of
 £6-4-3 Sterling And whereas the said John Hughes is also in possession of
 an undivided 8th part of said premises under and by virtue of a lease dated
 the 2nd day of October 1843 from Anthony Dyster to the said John Hughes for
 the term of 500 years from the 1st day of May 1842 at the rent of £1-11-0³/₄ And
 whereas the said John Hughes is also possessed of one undivided 12th part of
 said premises, one other undivided 12th part of said premises, one undivided
 8th part of said premises and one undivided 24th part thereof under and by
 virtue of an Indenture of Lease dated the 2nd day of October 1843 from William
 Parsons Strey to the said John Hughes for the term of 500 years from the first
 day of May 1842 at the yearly rent of £4-2-10 And whereas the said John Hughes
 is also in possession of the remaining one undivided 24th part of said premises
 and it is believed that a lease of the last mentioned undivided part from
 Elfrida Lady Neville to the said John Hughes for the term of 500 years from
 the 1st day of May 1842 at the yearly rent of 10⁴/₄ was prepared but was not
 executed by the said Lady Neville and is not now forthcoming And which
 said four several rents amounting in the whole to the annual rent of £12-8-6
 for the entire plot of ground so demised as aforesaid which is payable half

J. M. Ray

Dec 13/6.

Yearly on the first day of May and first day of November and in each of
Said Leases there is contained a Building Covenant on the part of the
said John Hughes which had long since been fulfilled and other
Covenants hereinafter contained And whereas the said Elizabeth Mary
Davy and Frank Henry Green are now the Owners of the entirety of the
premises described in the said recited Indentures of Lease subject to the said
Leases thereof and are in receipt of the said Annual rent of £12-8-6 thereout
And whereas the said Elizabeth Mary Davy and Frank Henry Green at the
request of the said John Hughes have agreed to grant to him a lease of the
said one undivided N^{th} part of the said premises which formerly
belonged to the said Elfrida Lady Neville for the residue of the said term
of 500 years and at the rent of 10/4 $\frac{1}{2}$ per annum with similar clauses and
Covenants in all respects (except the said building Covenant) as in said
recited Leases of the 2nd October 1843 Now This Indenture Witnesseth that the
said Elizabeth Mary Davy and Frank Henry Green in pursuance of the said
agreement and for and in consideration of the yearly rents and Covenants
hereinafter reserved have demised granted set and to farm let and by these presents
doth demise grant set and to farm let unto the said John Hughes one undivided
 N^{th} part of and in the said premises comprised in the said recited Lease
from the said Lancelot Fisher to the said John Hughes and therein described
as "All that and those that lots of ground on the North West Side of the
"North Strand Road next adjoining to Matthew Floods holding and
"extending from Floods holding to the old Circular Road now called
"Aldborough Place and from the Strand Road or footway bounding the
"same to the Lane or passage intended to be continued from the rear wall
"of the same building and in a direct line therewith to the circular Road aforesaid
"all situate in the Parish of Saint Thomas and County of the City of Dublin
"aforesaid To Have and To Hold said demised premises with the appurtenances

1878
V. 4
1878
members and appurtenances thereunto belonging or in anywise appertaining
unto the said John Hughes his executors administrators and assigns from the
1st day of May 1878 for and during the residue of the term of 464 years
from thence next ensuing fully to be completed and ended Yielding and
Paying therefor and thereunto yearly and every year during the residue of the said
term unto the said Mary Dany and Frank Henry Green their heirs and assigns
the yearly rent of 10 £ 4 s the same to be paid by two even and equal half yearly
payments on every first day of May and first day of November in each and every
year during the residue of the term hereby granted over and above all taxes charges
and impositions whatsoever (Quit Rent and Crown Rent excepted) the first
payment thereof to be made on the first day of May next ensuing the date of
these presents And if the said reserved yearly rent or any part thereof shall
happen to be behind or unpaid for or by the space of 30 days next after any of the
days herebefore mentioned and appointed for the payment thereof then and
as often as it shall so happen it shall and may be lawful to and for the said
Elizabeth Mary Dany and Frank Henry Green their heirs and assigns unto the
said demised premises or any part thereof to enter and distrain and the
distress and distresses then and there found to lead and take away the same
to dispose of according to law for satisfaction of the said rent all
arrear thereof and costs of distraining for the same And if no sufficient
distress or distresses shall or may be found on the said demised premises to
satisfy the said rent and all arrears thereof then it shall and may be lawful
to and for the said Elizabeth Mary Dany and Frank Henry Green their heirs
and assigns unto the said demised premises or any part thereof in the same
or the whole to re-enter and the same to have again repossess and enjoy as in
his or their former estate anything in these presents contained to the contrary
in anywise notwithstanding And the said John Hughes doth for himself his
executors administrators and assigns covenant promise and agree to and

with the said Elizabeth Mary Davy and Frank Henry Green by these presents that he the said John Hughes his executors administrators and assigns shall and will from time to time and at all times hereafter during the residue of the term hereby granted well and truly satisfy content and pay unto the said Elizabeth Mary Davy and Frank Henry Green their heirs and assigns the said reserved yearly rent or sum of 10/4⁴ on the said days and times herebefore mentioned and appointed for payment thereof clear above all Taxes as aforesaid. And also that he the said John Hughes his executors administrators and assigns shall and will during the continuance of this demise preserve uphold support maintain and keep the said demised premises and every part thereof and all improvements made and to be made thereon in good and sufficient order repair and condition and at the end of the term hereby granted or other sooner determination of this demise shall and will so leave and yield up the same unto the said Elizabeth Mary Davy and Frank Henry Green their heirs and assigns And the said John Hughes doth hereby further for himself his executors administrators and assigns covenant promise and agree to and with the said Elizabeth Mary Davy and Frank Henry Green their heirs and assigns that any wall to be built on that side of the said premises adjoining to the Circular Road shall be handsomely cased and plastered with cement in a proper manner and that no gateway shall at any time be opened on that side of the said demised premises adjoining or into the Circular Road and that any gateway to be made from said premises fronting to the Strand Road shall be handsomely finished so as to have a respectable appearance towards the front And also that no chandling soap boiling gas making slaughtering of cattle or any noxious or offensive trade or business shall be at any time carried on upon any part of the said demised premises And the said

Elizabeth Mary Davy and Frank Henry Green do hereby for themselves
their and each of their heirs and assigns covenant promise and agree
to and with the said John Hughes his executors administrators and assigns
that he the said John Hughes his executors administrators and assigns
paying the said reserved yearly rent and performing the covenants
herebefore mentioned shall and may peaceably and quietly have
hold and enjoy the said demised premises with the appurtenances during
the residue of the term hereby granted without any let hindrance interruption
or disturbance of the said Elizabeth Mary Davy and Frank Henry
Green their heirs or assigns or any other person or persons claiming or
deriving from or under them or any of them In witness whereof the
parties aforesaid have hereunto subscribed their names and affixed their
Seals the day and year first in these presents written

Signed Sealed and delivered by the said

Elizabeth Mary Davy in presence of
J. L. M. Acres Solicitor
residing at Newton House Rugby

Em. Davy (Seal)
Frank H. Green (Seal)
John Hughes (Seal)

Signed Sealed and delivered by the said

Frank Henry Green in presence of:-

Frank W. Rondon

2 Warwick St. Charing Cross

Clerk to Messrs Green & Co. Solicitors.

Signed Sealed and delivered by the said

John Hughes in presence of

H. G. Cooper Solicitor

9 Clare St. Dublin

Dated 27th day of July 1879

(4)

Elizabeth Mary Dwyer

and

Frank H. Green

Do

John Hughes.

Copy

Lease

of an undivided 74th part of

a plot of ground on the North

Strand Road, Dublin

We certify the within to have been compared
with the Original counterpart and to be a
true copy of same.

Dated this 27th day of December 1930.

W. J. Bergin

Michael D. Bergin Esq.

Solicitor.

56 Rutland Square

Dublin

P 5760

CLG

20 31/10/81

£540

THIS INDENTURE made the 31 day of July one thousand nine hundred and ninety

BETWEEN/

EUROPAINTS LIMITED having its registered office at Enterprise House, Frascati Road, Blackrock, in the County of Dublin (hereinafter called "the Vendor" which expression shall where the context so admits or requires include its successors in title and assigns) of the One Part and MERRYVALE PROPERTIES LIMITED having its registered office at 1/4 North Strand Road in the City of Dublin (hereinafter called "the Purchaser" which expression shall where the context so admits or requires include its successors in title and assigns) of the Other Part

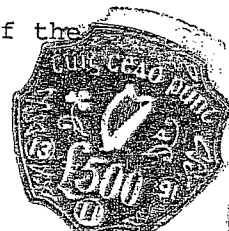
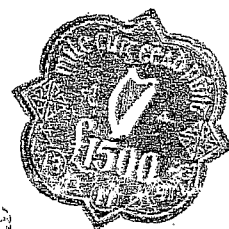
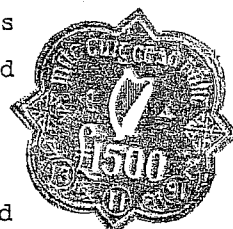
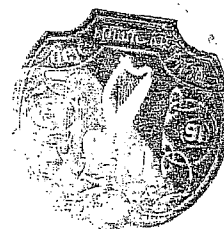
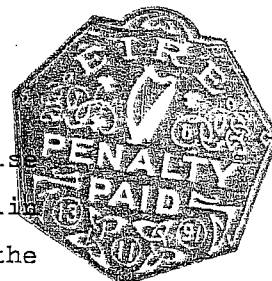
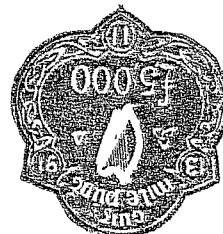
WHEREAS

1. By the four several Indentures of Lease, the dates and parties whereof are stated in the first and second columns of the Schedule hereto (hereinafter called "the Leases") the premises hereinafter more particularly described and intended to be hereby assigned were Inter Alia demised to John Hughes for the respective terms and at the respective yearly rents mentioned in the third and fourth columns thereof and subject to the covenants on the part of the Lessee and the conditions contained in the Leases.
2. By virtue of divers mesne assurances acts in the law and events and ultimately by an Indenture of Assignment dated the 18th day of April 1980 and made between Strand Service Station Limited of the first part McMullan Bros. Limited of the second part and the Vendor of the

REGISTERED IN THE REGISTRY OF DEEDS (DUBLIN) at

767 22 MINUTES AFTER 20 O'CLOCK ON THE 2 DAY OF

B. Kennedy



16180

third part the premises hereby assigned have become absolutely vested in the Vendor for all the residue of the said respective terms of years demised by the Leases subject to the rents reserved by and the covenants on the part of the Lessee and conditions contained in the said Leases.

3. The Vendor has agreed with the Purchaser for the sale to it of the premises hereby assured for the sum of £145,999.00.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of £145,999.00 now paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby acknowledge) the Vendor as beneficial owner HEREBY ASSIGNS unto the Purchaser ALL THAT AND THOSE the piece or plot of ground on which the house and premises number 1 North Strand Road stand with all the additional buildings erected thereon measuring 44 feet across with a depth of 78 feet the width at the rere being 25 feet and including an office and lavatory situate on the ground at the rere of number 2 North Strand Road together with the appurtenances thereunto belonging to in any wise appertaining situate in the Parish of Saint Thomas and City of Dublin being portion of the plot of ground demised by the Leases together with the benefit of an acknowledgement and undertaking contained in a certain Indenture of Assignment dated 31st day of October 1936 and made between Alphra Gwendoline Hudson of the one part and the Strand Service Station Limited of the other part for the safe keeping production and delivery of the deeds specified in the Schedule thereto TO HOLD the same unto the Purchaser for the residue of the respective terms of years granted by the Leases respectively and subject to the entire of the rents reserved by the Leases and subject also to all rights of way water drains light party walls and other easements affecting the same and also subject to the right of the persons from time to time entitled to any interest in the houses and premises Nos. 2 and 3 North Strand Road and No. 1 Aldborough Place to repair and

keep in repair a drain or sewer extending from said premises to Portland Row across the premises hereby assigned as indicated by the dotted line marked on the map endorsed on an Indenture of Assignment dated 10th day of December 1930 and made between Michael Dunne of the one part and John Joseph Donohoe and Mathew Patrick Donohoe of the other part.

And the Purchaser HEREBY COVENANTS with the Vendor that it will henceforth during the continuance of the said respective terms pay the rent reserved by and perform and observe the covenants on the part of the Lessee and conditions contained in the Leases and will at all times keep the Vendor effectually indemnified against all actions and proceedings costs damages expenses claims and demands whatsoever by reason or on account of the non-payment of the said rent or any part thereof or the breach non-performance or non-observance of the said covenants and conditions or any of them so far as the same relate to the premises hereby assigned.

IT IS HEREBY CERTIFIED that the property hereby
assigned is situate in the City of Dublin.

IN WITNESS WHEREOF the Vendor and the Purchaser have
hereunto caused due execution the day and year first
herein WRITTEN

SCHEDULE HEREINBEFORE REFERRED TO:

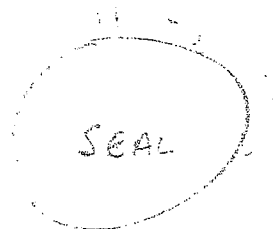
2nd Oct 1843	Lancelot Fisher	500 yearly	£6.4.3d
	to	from	
	John Hughes	1/5/1842	
2nd Oct 1843	Anthony Lyster	500 years	£1.11.03/4d
	to	from	
	John Hughes	1/5/1842	
2nd Oct 1843	William Parsons	500 years	£4.2.10d
	Hoey -to-	from	
	John Hughes	1/5/1842	
27th July 1879	Elizabeth Mary	464 years	£0.10.4.1/2d
	Davy and Frank	from	
	Henry Green	1/5/1878	
	to John Hughes		

PRESENT when the Common Seal
of the VENDOR
was affixed hereto:-

A. M. Mathew

C. R. Dunn

Director/Secretary



PRESENT when the Common Seal
of the PURCHASER
was affixed hereto:-

Raymond Abene
Solicitor
12 Northbrook Road
DUBLING.

Geoffrey
Director

Geoffrey Gaynor
Director

Surveyed 1970
Revised 2001
Levelled 1983

Urban PLACE Map



DESCRIPTION

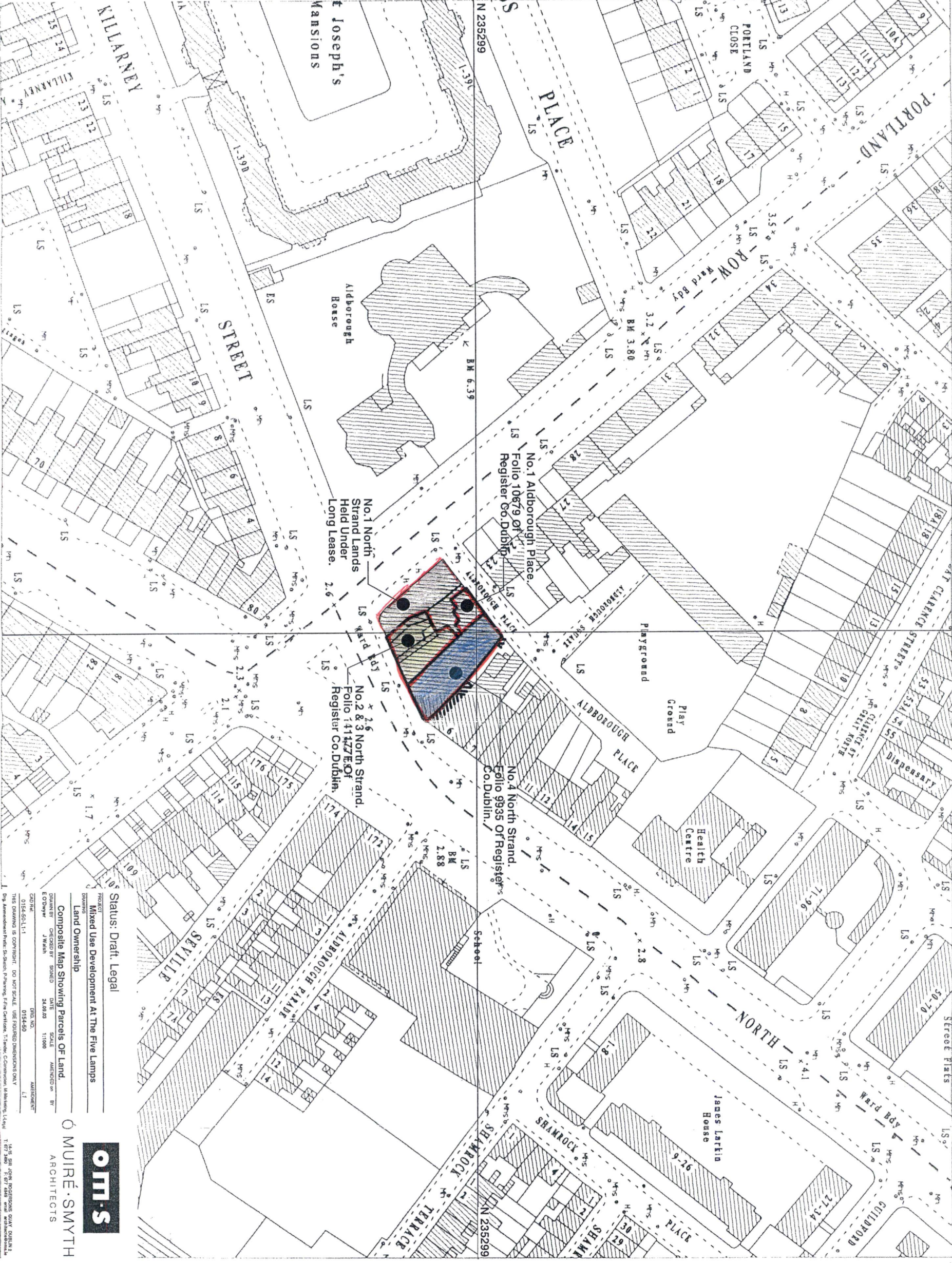
MAP SCALES

1:1000
3198-21 3198-22



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Níl hionann bodar, bealach nó cosán a bheith ar an léarscáil seo agus fanas ar dtead síl.
The representation on this map of a road, track or footpath is not evidence of the existence of a right of way.
Dianchosc ar mhacasúintil an ionann ná son dtead de gan dtead north re 6 Stóiríoch Shuibhreachtaí Ordánais Éireann.
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Scale: 1:1000
Scale: 1:1000

50 40 30 20 10 0 0 50 Metres
100 50 0 100 Feet

Plot Ref. No. 9552_1
Plot Date 15-AUG-2001

© Ratas na hÉireann, 2001
© Government of Ireland, 2001

Dated this day of 19

7672

BETWEEN/

EUROPAINTS LIMITED

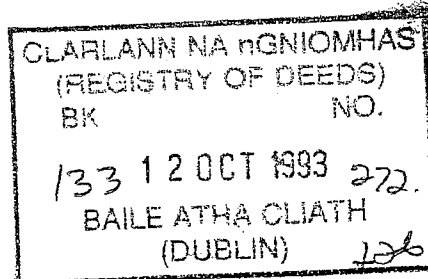
One Part

AND

MERRYVALE PROPERTIES LIMITED

Other Part

ASSIGNMENT



Kelly & Co Solicitors
12 Northbrook Rd.
Ranelagh

AMORYS,
SOLICITORS,

1, FITZWILLIAM SQUARE,

DUBLIN 2.

HOC/JMcG/237F

LAND REGISTRY

COUNTY DUBLIN

FOLIOS 9935 AND 10679

THIS INDENTURE made the 27th day of June 2003

BETWEEN

MERRYVALE PROPERTIES LIMITED having its registered office at 1/4 North Strand Road in the City of Dublin (hereinafter called "the Vendor") and **G. SAUNDERS & COMPANY LIMITED** having its registered office at 373 Clontarf Road, Clontarf, Dublin 3 (hereinafter called "the Purchaser").

WHEREAS

- A. By the four several Indentures of Lease, the dates and parties whereof are stated in the First Schedule hereto (hereinafter called "the Leases") the premises hereinafter more particularly described in the Second Schedule hereto and intended to be hereby assigned ("the Premises") were Inter Alia demised to John Hughes for the respective terms and at the respective yearly rents mentioned in the First Schedule hereto and subject to the covenants on the part of the Lessee and conditions contained in the Leases.
- B. By virtue of divers mesne assurances acts in the law and events and ultimately by an Indenture of Assignment dated 31st day of July 1990 and made between Europaints Limited and the Vendor the Premises became absolutely vested in the Vendor for all the residue of the said respective terms of years demised by the Leases subject to the rents reserved by and the covenants on the part of the Lessee and conditions contained in the Leases.
- D. By virtue of a Deed of Transfer dated the 31st July 1990 and made between Europaints Limited and the Vendor, the Vendor is entitled to be registered as full owner of the property comprised in Folios 9935 and 10679 of the Register County Dublin.
- C. The Vendor has agreed with the Purchaser for the sale to it of the Premises and the properties comprised in Folios 9935 and 10679 of the Register County Dublin for the sum of €

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of €728,830 now paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby acknowledge) the Vendor as beneficial owner:

03/02/0571

09/07/03-PDEURES:534



1. **HEREBY ASSIGNS** unto the Purchaser **ALL THAT AND THOSE** the Premises to hold the same unto the Purchaser for the residue of the respective terms of years granted by the Leases respectively and subject to the entire of the rents reserved by the Leases and subject also to all rights of way water drains light party walls and other easements affecting the same.
2. **HEREBY TRANSFERS** unto the Purchaser **ALL** the property comprised in Folios 9935 and 10679 of the Register County Dublin.
3. **HEREBY ASSIGNS** unto the Purchaser the benefit of an acknowledgement and undertaking contained in a certain Indenture of Assignment dated 31st day of October 1936 and made between Alphra Gwendoline Hudson of the One Part and The Strand Service Station Limited of the Other Part for the safe custody production and delivery of the deeds specified in the Schedule thereto.

And the Purchaser **HEREBY COVENANTS** with the Vendor that it will henceforth during the continuance of the said respective terms pay the rent reserved by and perform and observe the covenants on the part of the Lessee and conditions contained in the Leases and will at all times keep the Vendor effectually indemnified against all actions and proceedings costs damages expenses claims and demands whatsoever by reason or on account of the non-payment of the said rents or any part thereof or the breach non-performance or non-observance of the said covenants and conditions or any of them so far as the same relate to the Premises hereby assigned.

IT IS HEREBY CERTIFIED that the Property hereby assigned is situate in the City of Dublin.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto caused due execution and affixed their seals hereto the day and year first herein **WRITTEN**.

FIRST SCHEDULE

	<u>Parties</u>	<u>Rent</u>	<u>Rent</u>
2 nd October 1843	Lancelot Fisher	500 yearly	£6. 4. 3d
	To	from	
	John Hughes	1/5/1842	
2 nd October 1843	Anthony Lyster	500 years	£1. 11. 03/4d
	To	from	
	John Hughes	1/5/1842	
2 nd October 1843	William Parsons Hoey	500 years	£4. 2. 10d
	To	from	
	John Hughes	1/5/1842	
27 July 1879	Elizabeth Mary	464 years	£0. 10. 4.1/2d
	Davy and Frank	from	
	Henry Green	1/5/1878	
	To		
	John Hughes		

SECOND SCHEDULE

ALL THAT AND THOSE the piece or plot of ground on which the house and premises number 1 North Strand Road stand with all the additional buildings erected thereon measuring 44 feet across with a depth of 78 feet the width at the rere being 25 feet and including an office and lavatory situate on the ground at the rere of number 2 North Strand Road together with the appurtenances thereunto belonging to in any wise appertaining situate in the Parish of Saint Thomas and City of Dublin being portion of the plot of ground demised by the Leases.

PRESENT when the Common Seal

of the **VENDOR**

was affixed hereto:

Amorys

AMORYS

Solicitors

Merchants House

Merchants Quay

Dublin 8

PRESENT when the Common Seal

of the **PURCHASER**

was affixed hereto:

John Thomas
Solicitor

3 Burlington Road
Dublin 4

John Haynes

Gary L. Gannon

Nigel L. Lohde
alternate Director

David L. Lohde
Director

Dated this 2nd day of

June

2003

BETWEEN

MERRYVALE PROPERTIES LIMITED

One Part

AND

G. SAUNDERS & COMPANY LIMITED

Other Part

ASSIGNMENT

EFC

EUGENE F. COLLINS

SOLICITORS

Temple Chambers

3 Burlington Road

Dublin 4.

LAND REGISTRY

COUNTY DUBLIN

FOLIOS: 9935, 10679 AND 141177F

THIS INDENTURE made the 1st day of March 2004

BETWEEN

G. SAUNDERS & COMPANY LIMITED having its registered office at 373 Clontarf Road, Clontarf, Dublin 3 (hereinafter called "the Transferor")

and

ALAN COSTELLO BUILDERS LIMITED having its registered office at 373 Clontarf Road, Clontarf, Dublin 3 (hereinafter called "the Transferee")

WHEREAS:

- A By the four several Indentures of Lease, the dates and parties whereof are stated in the First Schedule hereto (hereinafter called "the Leases") the Premises hereinafter more particularly described in the Schedule hereto and intended to be hereby assigned ("the Premises") were *inter alia* demised to John Hughes for the respective terms of 500 years and at the respective yearly rents and subject to the covenants on the part of the Lessee and conditions contained in the Leases.
- B By virtue of divers mesne assurances acts in the law and events and ultimately by an Indenture of Assignment dated 27 June 2003 and made between Merryvale Properties Limited and the Transferor the Premises became absolutely vested in the Transferor for all the residue of the said respective terms of years demised by the Leases subject to the rents reserved by and the covenants on the part of the Lessee and conditions contained in the Leases.
- C By virtue of a Deed of Transfer dated 31 July 1990 between Europaints Limited and Merryvale Properties Limited and a further Deed of Transfer dated 27 June 2003 between Merryvale Properties Limited and the Transferor, the Transferor is entitled to be registered as full owner of the property comprised in Folios 9935, 10679 and 141177F of the Register of County Dublin ("the Properties").
- D The Transferor has agreed with the Transferee for the sale to it of the Premises and the Properties.

NOW THIS INDENTURE WITNESSETH that in pursuance of said Agreement and in consideration of the sum of €1.00 now paid by the Transferee to the Transferor (the receipt of which the Transferor doth hereby acknowledge) the Transferor as beneficial Owner:-

- 1. Hereby Assigns unto the Transferee ALL THAT AND THOSE the Premises to hold the same unto the Transferee for the residue of the respective terms of years granted

0400540342

04/05/04-APPDEUR-EXEMPT



by the Leases respectively and subject to the entire of the rents reserved by the Leases and subject also to all rights of way, water, drains, light, party walls and other easements affecting the same.

2. Hereby Transfers unto the Transferee all the Properties comprised in Folios 9935, 10679 and 141177F of the Register of County Dublin.
3. Hereby Assigns unto the Transferee the benefit of an acknowledgement and undertaking contained in a certain Indenture of Assignment dated 31 October 1936 and made between Alphra Gwendoline Hudson of the one part and the Strand Service Station Limited of the other part for the safe custody production delivery of copies of the Deeds specified in the Schedule thereto.

The Transferee hereby covenants with the Transferor that it will henceforth during the continuance of the said respective terms pay the rent reserved by and perform and observe the covenants on the part of the Lessee and conditions contained in the Leases and will at all times keep the Transferor effectually indemnified against all actions and proceedings costs, damages, expenses, claims and demands whatsoever by reason or on account of the non-payment of the said rents or any part thereof or the breach, non-performance, or non observance of the said covenants and conditions or any of them so far as the same relate to the Premises hereby assigned.

IT IS HEREBY CERTIFIED that the Property hereby Assigned is situate in the City of Dublin.

IT IS HEREBY CERTIFIED that Section 29 (Conveyance and Sale combined with Building Agreement for dwelling house/apartments) of the Stamp Duties Consolidation Act 1999 does not apply to this instrument.

SCHEDULE

ALL THAT AND THOSE that piece or plot of ground on which the house and premises No. 1 North Strand Road stand with all the additional buildings erected thereon measuring 44'ft across with a depth of 78'ft at the rere being 25'ft and including an office and lavatory situate on the ground at the rere of No. 2 North Strand Road together with the appurtenances thereunto belonging to in any wyes appertaining situate in the Parish of St. Thomas in the City of Dublin being portion of the plot of ground demised by the Leases.

PRESENT WHEN THE
COMMON SEAL OF THE
TRANSFEROR was affixed hereto:

Eugene F. Collins

EUGENE F. COLLINS
SOLICITORS
TEMPLE CHAMBERS
3 BURLINGTON ROAD,
DUBLIN 4.

PRESENT WHEN THE
COMMON SEAL OF THE
TRANSFeree was affixed hereto:

Eugene F. Collins

EUGENE F. COLLINS
SOLICITORS
TEMPLE CHAMBERS
3 BURLINGTON ROAD,
DUBLIN 4.

Alan Costello
Director

Kay Costello
Director

Alan Costello
Director

Kay Costello
Director

Dated this

day of

2004

G. SAUNDERS & COMPANY LIMITED

and

ALAN COSTELLO BUILDERS LIMITED

INDENTURE

EF

EUGENE F. COLLINS

SOLICITORS

Temple Chambers

3 Burlington Road

Dublin 4.

f:\costello construction\indenture & assignments\gsaunders & alan costello.doc

0100540342

Land Registry

County Dublin

Folio 141177F

Register of Ownership of Freehold Land

Part 1(A) - The Property

For parts transferred see Part 1(B)

No.	Description	Official Notes
1	A plot of ground in the vicinity of North Strand in the Parish of St. Thomas' and in the District of North Central and in the County Borough of Dublin shown as Plan(s) 84 edged RED on the Registry Map (OS MAP Ref(s) Div. 4, Book 5.).	From Folio DN4192N
	THE REGISTRATION DOES NOT EXTEND TO MINES AND MINERALS	
2	A plot of ground in the vicinity of North Strand and situate in the Parish of St. Thomas and District of North Central shown as Plan(s) 9 edged RED on the Registry Map (OS MAP Ref(s) .), Book 5, Division 4.	From Folio DN4192N
	THE REGISTRATION DOES NOT EXTEND TO MINES AND MINERALS	

File Plan Issued: Yes

Page 1 of 4

Land Cert Issued: Yes

Collection No.:

Land Registry

County Dublin

Folio 141177F

Part 1(B) - Property

Parts Transferred

No.	Prop No:	Instrument:	Date:	Area (Hectares):	Plan:	Folio No:

Land Registry

County Dublin

Folio 141177F

Part 2 - Ownership

Title ABSOLUTE

No.	
1	<p data-bbox="268 779 488 853">28-AUG-2000 D2000DN027967H</p> <p data-bbox="571 779 1458 837">Joseph Gaynor of 2/3 North Strand Road, Dublin 1 is full owner.</p> <p data-bbox="571 936 1091 1137">Land Cert Req No.: D2000DN027967H Date: 20-SEP-2001 Issued to: AMORYS SOLICITORS Address: MERCHANTS HOUSE MERCHANTS QUAY DUBLIN 8</p>

Land Registry

County Dublin

Folio 141177F

Part 3 - Burdens and Notices of Burdens

No.	Particulars
1	<p>28-AUG-2000 D2000DN027967H</p> <p>Charge for present and future advances stamped to cover £250,000 repayable with interest. Allied Irish Banks Plc is owner of this charge. Certificate of Charge issued. Rule 156</p>

Division No. 4
Book No. 5

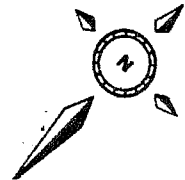
LAND REGISTRY LANDS INDEX MAP

DISTRICT: NORTH CENTRAL PARISH: ST. THOMAS

O.S. references. (Scale 1/1000)	
3198-21	
3198-22	

DIV. 4 BOOK 8

REPLACEMENT MAP NO. 1



DIV. 4 BOOK 4

DIV. 4 BOOK 5



4 BOOK 3

DIV. 3

LAND REGISTRY
County DUBLIN
Folio DN 141177 F O.S. DIVISION 4 BOOK 5

This map should be read in conjunction with the folio.
(Plan No. on 1st Page)

This Map does not show appurtenant or servient rights
It is not conclusive evidence as to the boundary or extent of
the land. (See Section 83 of the Registration of Title Act 1964)

Where a boundary has been transferred from a smaller
scale map, accuracy is limited to that of the smaller scale.

This map, subject to the provisions of the L.R. Rules, is
acceptable for subdivision purposes.

O.S. REFERENCES

DUBLIN

FOLIO NO.

LAND REGISTRY

COUNTY DUBLIN

FOLIO 141177F

TRANSFER dated the 30th day of June 2003
between **JOSEPH GAYNOR**, the Registered Owner in consideration
of the sum of one million three hundred and fifty three thousand five
hundred and forty euro (€1,353,540) (the receipt whereof is hereby
acknowledged) HEREBY TRANSFERS all the property comprised in Folio
141177F of the Register County Dublin to **G. SAUNDERS & COMPANY
LIMITED** (hereinafter called "the Transferee").

The address of the Transferee in the State for service of notices and his
description is :- 373 Clontarf Road, Dublin 3, Limited Liability Company.

IT IS HEREBY CERTIFIED that the property is situate in the City of Dublin.

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

0301320515

08/07/03-PDEUR/21.1818



SIGNED AND SEALED AND DELIVERED

by the said **JOSEPH GAYNOR**

in the presence of :-

James Barron

Joe Gaynor

AMORYS

Solicitors

Merchants House
Merchants Quay
Dublin 8

PRESENT when the Common Seal of

G. SAUNDERS & COMPANY LIMITED

was affixed hereto:-

Niall Cobble

alternate Director

Alan J. H. O.

Director

LAND REGISTRY

COUNTY DUBLIN

FOLIO 141177F

Book 1

DEED OF TRANSFER



EUGENE F. COLLINS

SOLICITORS

Temple Chambers

3 Burlington Road

Dublin 4.

Land Registry

County Dublin

Folio 9935

Register of Ownership of Freehold Land

Part 1(A) - The Property

For parts transferred see Part 1(B)

No.	Description	Official Notes
1	<p>PLANS :10 DIVISION : 4 BOOK : 5 A PLOT OF GROUND SITUATE ON THE WEST SIDE OF NORTH STRAND RD, IN THE PARISH OF ST THOMAS, DISTRICT OF NORTH CENTRAL AND CITY OF DUBLIN. THE REGISTRATION DOES NOT EXTEND TO MINES AND MINERALS</p>	<p>FROM FOLIO 4192</p>

File Plan Issued: Yes

Land Cert Issued: Yes

Collection No.:

Page 1 of 4

Land Registry

County Dublin

Folio 9935

Part 1(B) - Property Parts Transferred

No.	Prop No:	Instrument:	Date:	Area (Hectares):	Plan:	Folio No:

Land Registry

County Dublin

Folio 9935

Part 2 - Ownership

Title ABSOLUTE

No.	
001	<p data-bbox="225 663 395 734">06-FEB-1981 R1645/81</p> <p data-bbox="528 667 1433 725">EUROPAINTS LIMITED (LIMITED LIABILITY COMPANY) 1/4 NORTH STRAND RD, DUBLIN 1 IS FULL OWNER</p> <p data-bbox="536 790 1334 936">Land Cert Req No.: 2973 Date: 09-DEC-1982 Issued to: CLARE CONNELLAN, SOLR, I.L.C. LTD, 25/28 ADELAIDE RD, DUBLIN 2 Address:</p>

Land Registry

County Dublin

Folio 9935

Part 3 - Burdens and Notices of Burdens

No.	Particulars
001	THE PROPERTY IS VESTED IN THE REGISTERED OWNER SUBJECT TO THE PAYMENT OF ANY PURCHASE ANNUITY IN LIEU OF RENT OR OTHER ANNUAL SUM OR PORTION THEREOF PAYABLE TO THE IRISH LAND COMMISSION UNDER PARAGRAPH 10 OF THE SCHEDULE TO THE NEUTRALITY (WAR DAMAGE TO PROPERTY) ACT 1941.
002	<p>00-FEB-1981 R1645/81</p> <p>CHARGE FOR PRESENT AND FUTURE ADVANCES STAMPED TO COVER £40,000 REPAYABLE WITH INTEREST . THE INDUSTRIAL CREDIT COMPANY LIMITED IS OWNER OF THIS CHARGE</p>
003	<p>05-AUG-1982 R7618/82</p> <p>CHARGE FOR PRESENT AND FUTURE ADVANCES STAMPED TO COVER £91,000 REPAYABLE WITH INTEREST . ALLIED IRISH BANKS LIMITED IS OWNER OF THIS CHARGE</p> <p>NOTE: THIS CHARGE IS REGISTERED ON FOLIO 10679 CERTIFICATE OF CHARGE ISSUED RULE 156</p>
004	<p>01-DEC-1982 R11780/82</p> <p>THE CHARGE AT ENTRY NO 2 EXTENDS TO ADVANCES UP TO AND INCLUDING £88,000 BEING THE AMOUNT COVERED BY THE REVENUE DUTY IMPRESSED ON THE ORIGINAL DEED OF CHARGE DATED THE 4TH JUNE 1980 A CERTIFIED COPY OF WHICH IS FILED ON INSTRUMENT NO. R11780/82.</p>

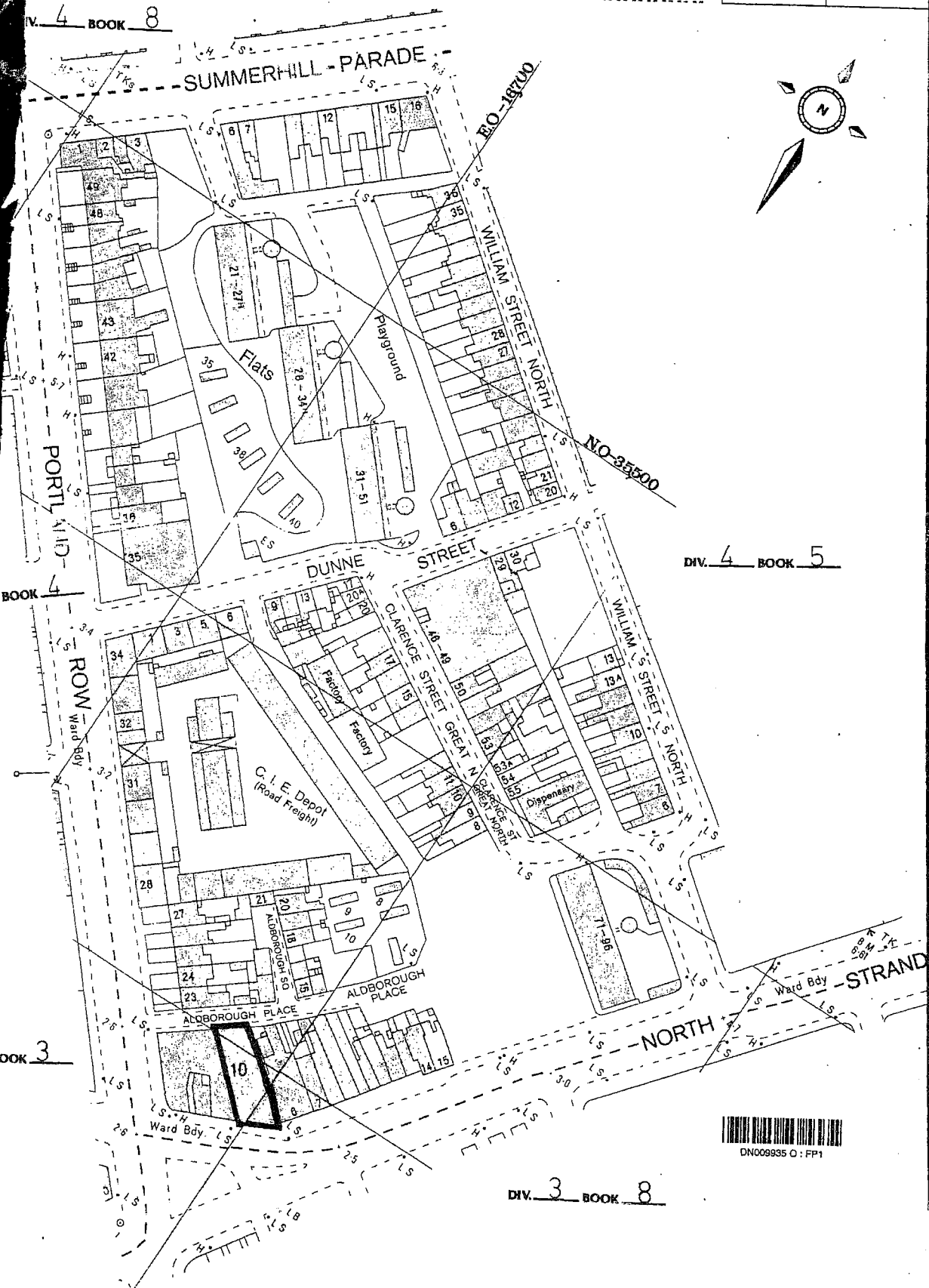
on No. 4
No. 5

LAND REGISTRY LANDS INDEX MAP

TOWNLAND PARISH

O.S. references. (Scale 1/1000)	
3198-21	3198-22

IV. 4 BOOK 8



DIV. 4 BOOK 5

BOOK 3

DIV. 3 BOOK 8



O.S. REFERENCE

160

DUBLIN

FOLIO No. 2935

20306

Land Registry

County Dublin

Folio 10679

Register of Ownership of Freehold Land

Part 1(A) - The Property

For parts transferred see Part 1(B)

No.	Description	Official Notes
1	PLANS :11 DIVISION : 4 BOOK : 5 A PLOT OF GROUND SITUATE IN THE VICINITY OF NORTHSTRAND IN THE PARISH OF ST THOMAS'S, DISTRICT OF NORTH CENTRAL AND CITY OF DUBLIN. THE REGISTRATION DOES NOT EXTEND TO MINES AND MINERALS	FROM FOLIO 4192

File Plan Issued: Yes

Page 1 of 4

Land Cert Issued: Yes

Collection No.:

Land Registry

County Dublin

Folio 10679

Part 1(B) - Property Parts Transferred

No.	Prop No:	Instrument:	Date:	Area (Hectares):	Plan:	Folio No:

Land Registry

County Dublin

Folio 10679

Part 2 - Ownership

Title ABSOLUTE

No.	
001	<p data-bbox="220 658 389 725">06-FEB-1981 R1645/81</p> <p data-bbox="523 658 1426 725">EUROPAINTS LIMITED (LIMITED LIABILITY COMPANY) 1/4 NORTH STRAND, DUBLIN 1 IS FULL OWNER</p> <p data-bbox="523 784 1394 936">Land Cert Req No.: 3581 Date: 09-DEC-1982 Issued to: CLARE CONNELLAN, SOLR, I.C.C. LIMITED, 25/28 ADELAIDE RD, DUBLIN 2 Address:</p>

Land Registry

County Dublin

Folio 10679

Part 3 - Burdens and Notices of Burdens

No.	Particulars
001	THE PROPERTY IS SUBJECT OT THE PAYMENT OF ANY PURCHASE ANNUITY PAYABLE IN LIEU OF RENT OR OTHER ANNUAL SUM OR PORTION THEREOF PAYABLE TO THE IRISH LAND COMMISSION UNDER PARAGRAPH 10 OF THE SCHEDULE TO THE NEUTRALITY (WAR DAMAGE TO PROPERTY) ACT 1941
002	0- FEB-1981 1645/81 CHARGE FOR PRESENT AND FUTURE ADVANCES STAMPED TO COVER £40,000 REPAYABLE WITH INTEREST . THE INDUSTRIAL CREDIT COMPANY LIMITED IS OWNER OF THIS CHARGE
003	05-AUG-1982 R7618/82 CHARGE FOR PRESENT AND FUTURE ADVANCES STAMPED TO COVER £91,000.00 REPAYABLE WITH INTEREST . ALLIED IRISH BANKS LIMITED IS OWNER OF THIS CHARGE NOTE: CERTIFICATE OF CHARGE ISSUED RULE 156 THIS CHARGE IS ALSO REGISTERED ON FOLIO 9935.
004	01-DEC-1982 R1178/82 THE CHARGE AT ENTRY NO 2 EXTENDS TO ADVANCES UP TO AND INCLUDING £88,000.00 BEING THE AMOUNT COVERED BY THE REVENUE DUTY IMPRESSED ON THE ORIGINAL DEED OF CHARGE DATED THE 4TH JUNE 1980 A CERTIFIED COPY OF WHICH IS FILED ON INSTRUMENT NO. R11780/82.

LAND REGISTRY LANDS INDEX MAP

TOWNLAND PARISH

O.S. references. (Scale 1/1000)	
3198-21	3198-22

DIV. 4 BOOK 8



DIV. 4 BOOK 5

DIV. 3 BOOK 8



DN010679 0: FP1

O.S. REFERENCE

DUBLIN

FOLIO No. 10679

18760

646

ac 31/01/91

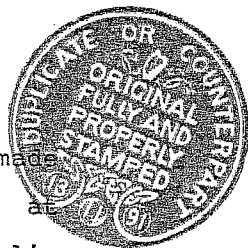
ac 5/11

LAND REGISTRY



CITY OF DUBLIN

FOLIOS 10679 & 9935



TRANSFER dated the 31 day of July 1990 made between EUROPAINTS LIMITED having its registered office at Enterprise House, Frascati Road, Blackrock in the County of Dublin (hereinafter called "the Transferor") of the one part and MERRYVALE PROPERTIES LIMITED having its registered office at 1/4 North Strand Road in the City of Dublin (hereinafter called "the Transferee") of the other part.

WHEREAS

1. The Transferor has agreed with the Transferee for the sale to it of the property described in Folios 10679 and 9935 of the Register City of Dublin together with other property for the sum of £146,000.00.
2. By Deed of Assignment of even date the sum of £145,999.00 was recorded to have been paid by the Transferee to the Transferor.

NOW THIS INDENTURE WITNESSETH that the Transferor as the registered owner and as beneficial owner in consideration of the sum of £1.00 (the receipt of which is hereby acknowledged) hereby transfers all the property described in Folios 10679 and 9935 of the Register City of Dublin to the Transferee.

16180

The address of the Transferee in the State for Service of Notices and its description are: 1/4 North Strand Road, Dublin and Limited Liability Company respectively.

IT IS HEREBY CERTIFIED that the property hereby transferred is situate in the City of Dublin.

PRESENT WHEN THE COMMON SEAL

of the Transferor
was affixed hereto:

A. M. Matthews

C. R. Dunn

Director/Secretary

PRESENT WHEN THE COMMON SEAL

of the Transferee
was affixed hereto:

John Haynes
Director

Gabrielle Gargor
Director

EUROPAINTS LIMITED

Transferor

AND

MERRYVALE PROPERTIES LIMITED

Transferee

T R A N S F E R

AMORYS,
SOLICITORS,
1, FITZWILLIAM SQUARE,
DUBLIN 2.
HOC/JMcG/237F

DECLARATION OF IDENTITY

I, **James Walsh**, Architect of O'Muire Smyth, Architects of Columbia Mills, 14-15 St. John Rogerson's Quay, Dublin 2 aged eighteen years and upwards do SOLEMNLY AND SINCERELY DECLARE and say as follows:-

1. O'Muire Smyth are the Architects for Alan Costello Builders Limited in relation to the residential/commercial development known as Aldborough Court situate at 1-4 North Strand in the City of Dublin (hereinafter called "the Development") which is outlined in the red on the map annexed hereto.
2. I have prepared the maps, Plans. Specification and site layout drawings in relation to the Development which comprises or will comprise Apartments numbered 1 to 23, Aldborough Court, North Strand, Dublin 1 (hereinafter called "the Units").
3. I have also inspected the documents set out in the Schedule hereto and land Registry Map of the lands comprised in Folios 9935, 10679 and 141177F County Dublin and from a careful inspection thereof, I say that the Units and each of them together with all necessary easements and services in relation thereto are wholly comprised within the lands comprised in said Folios and the documents set out in the Schedule hereto.
4. I make this Declaration for the satisfaction of Alan Costello Builders Limited and for the Purchasers of the Units conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938.

SCHEDULE

1. Certified copy Leases (x3) dated 2 October 1843, William Parsons Hoey and John Hughes;
2. Certified copy Lease dated 27 July 1879, Elizabeth Mary Davy and John Hughes;
3. Assignment dated 27 June 2003, Merryvale Properties Limited and G. Saunders & Company Limited; and
4. Transfer dated 1 March 2004, G. Saunders & Company Limited and Alan Costello Builders Limited.

DECLARED before me by the said
JAMES WALSH at,

[illegible]

Commissioner for Oaths/Practising Solicitor.

Dated this

day of

2004

**DECLARATION OF IDENTITY
OF
JAMES WALSH**

Eugene F. Collins
Solicitors
Temple Chambers
3 Burlington Road
Dublin 4



OMS ARCHITECTS		
IOB No.	0154	
FILE No.	301-Plan. App. #1	
Date	- 5 NOV 2003	
JW		
JS		

Dublin City Council

Comhairle Cathrach Bhaile Átha Cliath

Planning Registry & Decisions, Planning Department
Civic Offices, Wood Quay, Dublin 8

Clárann / Cinntí Pleanála
An Roinn Pleanála agus Forbartha, Clárann / Cinntí
Oifigí na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8
T: (01) 672 2149 / F: (01) 670 7861

04/11/2003

Oms Architects
Columbia Mills
14-15, Sir John Rogersons Quay
Dublin 2

THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH SHOULD BE PLACED WITH YOUR TITLE DEEDS

Application No.	3618/03
Registration Date	28-Jul-2003
Decision Date	19-Sep-2003
Decision Order No	P3954
Date of Final Grant	29-Oct-2003
Grant Order No	P4660
Location	1-4 North Strand and 1 Aldborough Place, Dublin 3
Proposal	Costellos Construction Ltd intend to apply for permission for demolition of existing single and 2 storey buildings comprising of motor showrooms, former video store and garage on the entire site, construction of foundations lift shaft and basement, with ramp access from Aldborough Place and ground floor slab to facilitate a proposed mixed use development at 1-4 North Strand Road and 1 Aldborough Place, Dublin 3
Applicant	Costello Construction Limited 370-372, Clontarf Road, Dublin 3
Application Type	Permission

NOTIFICATION OF GRANT OF PERMISSION

PERMISSION for the development described above has been granted under the Planning & Development Act 2000 subject to the following conditions.

CONDITIONS AND REASONS FOR CONDITIONS

1. Insofar as the Planning & Development Act 2000 and the Regulations made thereunder are concerned the development shall be carried out in accordance with the plans, particulars and specifications lodged with the application, save as may be required by the conditions attached hereto. For the avoidance of doubt, this permission shall not be construed as approving any development shown on the plans, particulars and specifications, the nature and extent of which has not been adequately stated in the statutory public notices. Reason: To comply with permission regulations.
2. The basement car park and access ramp shall not be constructed without the prior written agreement of the Roads, Streets and Traffic Department or shall be constructed by way of a separate planning permission.
Reason: in order to ensure a satisfactory standard of development.
3. The applicant shall compile for posterity a record of all structures to be demolished on site and shall submit a copy of the record to the Irish Architectural Archive.

NOT2perm



Dublin City Council

Comhairle Cathrach Bhaile Átha Cliath

Planning Registry & Decisions, Planning Department
Civic Offices, Wood Quay, Dublin 8

Clárlann / Cinntí Pleanála
An Roinn Pleanála agus Forbartha, Clárlann / Cinntí
Oifigi na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8
T: (01) 672 2149 / F: (01) 670 7861

04/11/2003

Reason: In order to maintain a record of structures to be demolished on site.

4. The applicant shall comply with the recommendation of the Main Engineering Drainage Division:

(a) The developer shall comply with the requirements of the Code of Practice for Development Works - Drainage,
And

(b) Subject to the Developer complying with the following conditions:

The drainage for the proposed development shall be designed on the completely separate system.

All private drains, downpipes, gullies, manholes, Armstrong Junctions, and similar private fittings are to be located within the final site boundary, with the exception of the Private Drain Connection to the Public Sewer.

The developer shall submit two copies of a detailed site drainage plan directly to the Drainage Division of Dublin City Council for written approval. These plans shall be submitted not later than the submission of the commencement notice for the development, and drainage works shall not under any circumstances commence prior to the issuing of such written approval.

All Drainage from Basement Level shall be discharged to Ground Level before falling by gravity from the site to the Public Sewer.

A Class II Light Liquid Separator, in accordance with the latest Drafts of European Standards prEN 858: Parts 1 & 2, shall be installed at suitable location on the private drainage system before discharging to Dublin City Council's foul sewer system.

Reason: In order to ensure a satisfactory standard of development.

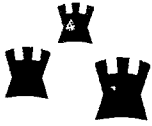
5. The site and building works required to implement the development shall only be carried out between the hours of 8.00am and 6.00pm Monday to Friday and between 8.00 and 1.00pm Saturdays and not at all on Sundays or Bank Holidays.

Reason: In order to safeguard the amenities of adjoining residential occupiers.

6. Prior to the commencement of development the applicant shall submit for the written agreement of the Environmental Health Department a waste management Plan for all demolition and construction waste to include the following:

- * Measures to prevent waste arising
- * Measures to achieve minimisation of waste.
- * Measures to achieve the reuse of materials.
- * Estimated tonnage of C&DW arising on site.
- * Recycling of waste arising - tonnage to be recycled on-site/off-site and proposed use of the recycled materials.
- * Estimated tonnage to be used for remedial works at identified existing landfill sites.
- * Method of disposal of the residue waste arising, including hazardous waste
- * Location (name and address) of the facility or facilities at which the residual waste will be disposed of.
- * An undertaking that only hauliers with Waste Collection Permits will be used to transport waste.

Reason: In the interests of sustainable development



Dublin City Council

Comhairle Cathrach Bhaile Átha Cliath

Planning Registry & Decisions, Planning Department
Civic Offices, Wood Quay, Dublin 8

Clárlann / Cinntí Pleanála
An Roinn Pleanála agus Forbartha, Clárlann / Cinntí
Oifigí na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8
T: (01) 672 2149 / F: (01) 670 7861

04/11/2003

7. Before this development commences a financial contribution in the sum of Euro 57,636.68 shall be paid by the applicant to Dublin City Council, in accordance with Section 26 of the Local Government (Planning & Development) Act 1963. REASON : Investment by Dublin City Council in Local Authority works has facilitated and will facilitate the proposed development. It is considered appropriate and reasonable that the developer should contribute to the cost of same.

Signed on behalf of Dublin City Council.

Marian Walsh
for Assistant City Manager

Date: 4/11/03

YOUR ATTENTION IS DRAWN TO THE REQUIREMENTS OF THE ATTACHED 'CODES OF PRACTICE'

N.B. IT SHOULD BE CLEARLY UNDERSTOOD THAT THE GRANTING OF PLANNING PERMISSION DOES NOT RELIEVE THE DEVELOPER OF THE RESPONSIBILITY OF COMPLYING WITH ANY REQUIREMENTS UNDER OTHER CODES OF LEGISLATION AFFECTING THE PROPOSAL AND THAT A PERSON SHALL NOT BE ENTITLED BY REASON OF A PLANNING PERMISSION TO CARRY OUT ANY DEVELOPMENT.

NOT2perm

Head Office, Civic Offices, Wood Quay, Dublin 8, Ireland
Oifigí na Cathrach, An Ché Adhmaid, B.Á.C. 8, Éire

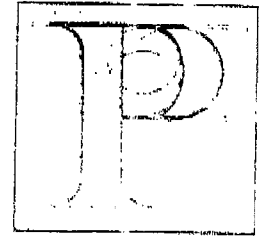
T. 01 672 2222 www.dublincity.ie

Our Ref: PL 29N.205079
 P.A.Reg.Ref: 4242/03
 Your Ref:

OMS Associates,
 Columbia Mills,
 14-15 Sir John Rogerson's Quay,
 Dublin 2.

01 APR 2004

An Bord Pleanála



Appeal Re: Construct 3 to 6 storey building overbasement mixed use retail/office, 24 apartments, car spaces,
 1 - 4 North Strand Road, Portland Row,
 1 Aldborough Place, Dublin 1.

Dear Sir/Madam,

An order has been made by An Bord Pleanála determining the above-mentioned appeal under the Planning and Development Acts, 2000 to 2002. A copy of the order is enclosed.

In accordance with section 146(3) of the Planning and Development Act, 2000, the Board will make available for inspection and purchase at its offices the documents relating to the appeal within 3 working days following its decision. In addition, the Board will also make available the Inspector's Report and the Board's Direction on the appeal on its website (www.pleanala.ie). This information is normally made available on the list of decided cases on the website on the Wednesday following the week in which the decision is made.

In cases where a grant of (full) planning permission is notified by the Board, it is policy to include a copy of the Department of the Environment and Local Government's Leaflet PL11 - **Guide to the Building Control System** and a copy of the Health and Safety Authority's leaflet **Safety and Health on Construction Projects - The Role of Clients** with the notification. These leaflets are issued at the request of the above bodies.

Yours faithfully,

M. Shaw

Maeve Shaw
 Administrative Assistant
 Direct Line:

OMS ARCHITECTS	
JOB No.	0154
FILE No.	320
Date	8 APR 2004
JW	
JS	

Encl:

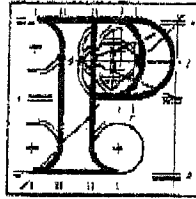
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14 North Strand Road,
 Dublin 1, Ireland

Tel: (01) 858 8100
 Fax: (01) 872 208
 Web: <http://www.pleanala.ie>
encl@bordpleana.ie

14 Marlborough Street,
 Dublin 1

An Bord Pleanála



PLANNING AND DEVELOPMENT ACTS, 2000 TO 2002

Dublin City

Planning Register Reference Number: 4242/03

An Bord Pleanála Reference Number: PL 29N 205079

APPEAL by An Taisce of The Tailors' Hall, Back Lane, Dublin against the decision made on the 22nd day of October, 2003 by Dublin City Council to grant subject to conditions a permission to Costello Construction Limited care of Ó Muiré Smyth Architects of Columbia Mills, 14-15 Sir John Rogerson's Quay, Dublin in accordance with plans and particulars lodged with the said Council.

PROPOSED DEVELOPMENT: Construction of mixed-use development consisting of a new three to six-storey building over basement comprising 15 car spaces, service rooms, bin storage and bicycle storage at basement level; ground floor of 421 square metres retail/showroom/office space, E.S.B. substation, storage and ramp access from Aldborough Place to basement; there are 24 number apartments overhead from first to fifth floor comprising nine number one bedroom apartments and 15 number two bedroom apartments; balconies are provided to first, second, third, fourth and fifth floor apartments along North Strand Road and Portland Row; screened roof terraces are provided at fourth floor at Aldborough Place and fifth floor along the north-east boundary; the apartments are accessed via an entrance hall off North Strand Road boundary with stair access to first floor landscaped courtyard and lift access to all upper levels; access decks are provided at second, third, fourth and fifth floor; the gross floor area of the development is 2279 square metres; (this application follows a recent application for demolition and enabling works under planning register reference number 3618/03); all at 1 to 4 North Strand Road and 1 Aldborough Place, Dublin.

DECISION

GRANT permission for the above proposed development in accordance with the said plans and particulars based on the reasons and considerations under and subject to the conditions set out below.

BA

REASONS AND CONSIDERATIONS

Having regard to the scale and design of the proposed development, its location at a strategic junction which acts as a gateway to the City, the visual and urban context of the development and the policies of the planning authority in respect of the junction and appeal site as set out in the current Dublin City Development Plan and the North East Inner City Action Plan, it is considered that, subject to compliance with the conditions set out below, the proposed development would not materially or adversely affect the character or setting of protected structures in the vicinity of the site, would not seriously injure the amenities of the area or of property in the vicinity and would be in accordance with the proper planning and sustainable development of the area.

CONDITIONS

1. Details in relation to the illumination of the landmark corner shall be submitted to the planning authority for agreement prior to commencement of development.

Reason: In the interest of visual amenity.

2. Apartment number 18 on the third and fourth floors shall be omitted. Revised drawings showing compliance with this modification including consequent changes to the internal courtyard access walkway at these floor levels shall be submitted to the planning authority for agreement prior to commencement of development.

Reason: In the interest of residential and visual amenity.

3. Prior to the commencement of development, the applicant shall submit to and agree in writing with the planning authority the following elevation details: -

- (a) the provision of natural light and ventilation to all bathrooms and kitchens on external walls,
- (b) detailed design of the shop/showroom/office frontage to include the proportion, material, signage and lighting,
- (c) detailed design of the entrance to the apartments from North Strand and the entrance to the underground car park from Aldborough Place, and
- (d) the boundary treatment of the adjoining property on North Strand.

Reason: In the interest of visual and residential amenity

BA

4. Prior to the commencement of development, details and samples of external colours and of all material finishes, to include windows, window systems, stone cladding, metal cladding, brick and bonding, roof finishes and guttering, shall be submitted to the planning authority for agreement.

Reason: In the interest of visual amenity.

5. Prior to the commencement of development, a detailed specification for the repaving of the Amiens Street, Killarney Street and 'Five Lamps' frontage in natural stone shall be submitted to the planning authority for agreement. These works shall be completed at the developer's expense, prior to occupation of the first unit in the development.

Reason: In the interest of visual amenity and orderly development.

6. Notwithstanding the provisions of the Planning and Development Regulations, 2001, no external or internal lighting, security shutters, signs, advertisements, or canopies other than authorised by this permission shall be erected in or projecting from the façade of the premises without a prior grant of planning permission.

Reason: In the interest of visual amenity.

7. Notwithstanding the provisions of the Planning and Development Regulations, 2001, no structure, antennae or other external plant shall be located at roof level without the prior written agreement of the planning authority.

Reason: In the interest of visual amenity.

8. Water supply and drainage arrangements, including the disposal of surface water, shall comply with the requirements of the planning authority for such works and services.

Reason: In the interest of public health and to ensure a proper standard of development.

9. Prior to the commencement of development, proposals for the use of all ground floor units shall be submitted to the planning authority for agreement.

Reason: In the interest of orderly development.

10. The basement car parking spaces (fifteen number) shall be reserved for the sole use of the residents of the apartments within the development.


Reason: In the interest of orderly development.

11. Details in relation to the provision of facilities for bicycle parking shall be submitted to the planning authority for agreement prior to commencement of development.

Reason: In the interest of orderly development.

12. The developer shall pay to the planning authority a financial contribution in respect of public infrastructure and facilities benefiting development in the area of the planning authority that is provided or intended to be provided by or on behalf of the authority in accordance with the terms of the Development Contribution Scheme made under section 48 of the Planning and Development Act, 2000. The provisions of section 48 (10) (a) and (b) of the Act shall apply as respects an appeal to An Bord Pleanála in relation to the application of the Scheme.

Reason: It is considered reasonable that a contribution be made in accordance with a Development Contribution Scheme made for the area of the proposed development under section 48 of the Planning and Development Act, 2000.



Member of An Bord Pleanála
duly authorised to authenticate
the seal of the Board.

Dated this 31st day of March 2004.

DRAFT

ARCHITECT'S OPINION
ON COMPLIANCE WITH PLANNING PERMISSION

1. I am a Registered Member of the Royal Institute of the Architects of Ireland, this being a qualification listed in Directive 384/85/EEC of the European Community, retained by **Costello Construction Ltd. Rere Clontarf Bay, Clontarf Bay, Dublin 3.** (hereinafter called the "Employer") to furnish an Opinion on the compliance of **Apartment No., First Floor, Aldborough Court, 1-4 North Strand, Dublin 1 and associated car parking space**, forming part of the development of **23 no. apartments and retail/offices/showrooms at 1-4 North Strand, and 91Aldborough Place, Dublin 1.** [hereinafter called "**The Relevant Development**"] with Planning Permission and/or exemption from Planning Control within the meaning of the Planning Acts.

This Opinion is based on the visual inspection only of the **Relevant Development** carried out for the purpose of comparison of such with the **Relevant Documents**. It is issued solely for the purpose of providing evidence for title purposes of the compliance of the **Relevant Development** with Planning Permission within the meaning of the Planning Acts. Except insofar as it relates to such compliance, it is not a report on the condition or structure of the **Relevant Development**.

2. We have provided the following architectural services in connection with the **Relevant Development**.
 - Visual inspection of the apartment.
 - Visual inspection of the common areas from the exterior and leading to the apartment.
 - Visual inspection of external areas.

This opinion is issued on the basis that no other elements other than those listed above have been inspected.

3. On [insert date], we inspected the **Relevant Documents** at the offices of **Dublin City Council, Civic Offices, Wood Quay, Dublin 8.** ["the relevant Planning Authority"] for the purposes of comparison of the **Relevant Development** with the **Relevant Documents**. We confirm that the Planning Orders in the Schedule hereto (hereinafter called "**the Planning Orders**") are those registered in respect of and relating to the **Relevant Development**.
4. On [insert date] ("**the Inspection Date**"), we carried out a Visual Inspection of the **Relevant Development** for the purposes of comparison of the **Relevant Development** with the **Relevant Documents**.

5. We are of the opinion, based on the service provided as described at 2 above, and on a visual comparison of the Relevant Development with the Relevant Documents, the Relevant Development is in Substantial Compliance with the Planning Orders.
6. We are also of the opinion that the conditions of the Planning Orders relating to the overall Development of which the Relevant Development forms part, have been substantially, complied with insofar as is reasonably possible at this stage of the Development.

DEFINITIONS

"**Planning Acts**" means the Local Government [Planning and Development] Acts 1963 to 1992 and any statutory modification or re-enactment thereof current at the Date of Issue of this Opinion, and all Regulations, Statutory Instruments and Orders made under or pursuant to the said Acts and for the time being in force.

"**Substantial Compliance with the Planning Orders**" means that

- [a] the **Relevant Development** is constructed in accordance with the said Planning Orders saving and excepting such minor deviations which in my opinion do not constitute a contravention of the proper planning and development of the area as expressed through such Planning Orders and the Development Plan, and
- [b] such minor deviations do not warrant the issue of enforcement proceedings by the relevant Planning Authority as provided for in the Planning Acts.

"**Relevant Documents**" means inter alia those drawings and documents, available on the date at 3. above, for public inspection on the planning file, which were submitted to, and on foot of which, the relevant Planning Authority issued the Planning Orders.

"**Visual Inspection**" means an inspection of the Relevant Development as existed on the Inspection Date. No opening up was carried out. The inspection was superficial only and therefore took no account of works covered up or inaccessible.

This opinion does not in any way warrant, represent or take into account any of the following matters:

1. The accuracy of dimensions in general save where incorporated by virtue of the conditions of the Planning Orders.
2. Matters in respect of private rights or obligations.
3. Matters of financial contribution and bonds
4. Development of the property which may occur after the Inspection Date.

5. Any other part of the development attached to, associated with or otherwise connected to the Relevant Development, save insofar as such other development may effect the substantial compliance with the Planning Orders or exemption from Planning Control within the meaning of the Planning Acts of the Relevant Development.

Date of Issue

Signed

James Walsh B.Arch MSc(CABD) MRIAI RIBA Dip. Const. Proj. Man.

On behalf of OMS ARCHITECTS.

Registered Member of the Royal Institute of the Architects or Ireland

SCHEDULE attached to the Opinion on Compliance with Planning Permission
for

Development:

Costellos Construction Ltd. intend to apply for permission for demolition of existing single and 2 storey buildings comprising of motor showrooms, former video store and garage on the entire site, construction of foundations lift shaft and basement, with ramp access from Aldborough Place and ground floor slab to facilitate a proposed mixed use development at 1-4 North Strand Road and 1 Aldborough Place, Dublin 3

Register Reference No.: 3618/03

Decision Order No.: P4660

Date:

**Date of Grant of
Permission:**

An Bord Pleanála Ref: PL 29N.205079

**Date of Final Grant of
Permission by**

An Bord Pleanála: 31st March 2004

Development:

Costellos Construction Ltd. intend to apply for permission for demolition mixed use development at 1-4 North Strand and, 1 Aldborough Place, Dublin 3. The development consists of; construction of a new three to six storey building over basement comprising, 15 car spaces, service rooms, bin storage and bicycle storage at basement level, ground floor of 421 sq. m. retail/showrooms/office space. ESB substation, storage and ramp access from Aldborough Place to basement. There are 24 apartments overhead from first to fifth floor comprising of 9 one bedroom apartments and 15 two bedroom apartments. Balconies are provided to first, second, third, fourth, fifth floor apartments along North Strand Road and Portland Row, Screened roof terraces are provided at fourth floor at Aldborough Place and fifth floor along the north-east boundary. The apartments are accessed via an entrance hall off North Strand Road boundary with stair access to first floor landscaped courtyard and lift access to all upper levels. Access decks are provided at second, third, fourth, and fifth floor. The gross floor area of the development is 2279 sq. m. The application follows a recent application for demolition and enabling works, reg. Ref. 3618/03

Register Reference No.: 4242/003

Decision Order No.: P4596

Date:

**Date of Grant of
Permission:**

25th November 2003

An Bord Pleanála Ref:

**Date of Final Grant of
Permission by
An Bord Pleanála:**

DRAFT

ARCHITECT'S OPINION
ON COMPLIANCE OF AN APARTMENT DWELLING
WITH BUILDING REGULATIONS

1. I am a Registered Member of the Royal Institute of the Architects of Ireland, this being a qualification listed in Directive 384/85/EEC of the European Community, retained by **Costello Construction Ltd. Rere Clontarf Bay, 370-372 Clontarf Road, Dublin 3** (hereinafter called the "Employer") to furnish an Opinion on the compliance with **Building Regulations of Apartment No. , First Floor, Aldborough Court, 1-4 North Strand, Dublin 3** and associated car parking space, including the common and amenity areas serving that Apartment and those elements of the development of which it forms part, which materially affect the substantial compliance of such Apartment with the Building Regulations (the said Apartment areas and elements being hereunder together referred to as "the Relevant Building or Works", forming part of the development of **23 no. apartments and retail/office/showrooms at 1-4 North Strand and 1 Aldborough Place, Dublin 1.**

This opinion is issued solely for the purpose of providing evidence, for title purposes, of the compliance of the Relevant Building or Works with the requirements of the **Building Control Act**. Except insofar as it relates to such compliance, it does not include any opinion on the condition or structure of the **Relevant Building or Works**. It should be noted that a site inspection service was not provided.

2. We have provided the following architectural services in connection with the development.
 - i) Preparation and lodgement of drawings and documents on foot of which the Fire Safety Certificate for the development detailed at Schedule B were granted.
 - ii) Interpretation of information for the Contractor.
 - iii) Visual inspection of the completed apartment and the common areas leading thereto for the purpose of preparing this opinion, defined as follows :
 - Visual inspection of apartment.
 - Visual inspection of the common areas from the exterior and leading to the apartment.
 - Visual inspection of the service ducts servicing the apartment where accessible.
 - Visual inspection of external areas.

This opinion is issued on the basis that no other elements other than those listed above have been inspected.

3. **DESIGN**

We are of the opinion that the Design of the Relevant Building or Works is in substantial compliance with the Building Regulations. We have received confirmations from those detailed at Schedule A hereto stating that elements of the relevant Building or Works which they have designed or constructed/installed are in Substantial Compliance with the Building Regulations. This opinion relies solely on those confirmations in respect of such elements.

4. **FIRE SAFETY**

I am of the opinion that the Fire Safety Certificate detailed at Schedule B hereto relates to the Relevant Building or Works and was obtained in accordance with the provisions of the Building Control Act and the Building Regulations.

5. **COMMENCEMENT**

The Commencement Notice detailed at Schedule C hereto and relating to the Relevant Building or Works was served as required under the terms of the Building Control Act on [insert date].

6. **INSPECTION**

On [insert date]. ("the Inspection Date"), we carried out a visual inspection of the complete **Relevant Building or Works** for the purposes of (a) comparing such with its **Design** and (b) establishing its substantial compliance with the **Building Regulations**.

This opinion does not in any way warrant, represent or take into account construction carried out or changes made to the Relevant Building and/or the Development after the Inspection Date.

7. **CONSTRUCTION**

It is the responsibility of those concerned with the construction of the **Relevant Building or Works** to ensure the compliance of such with the **Building Regulations**.

We are of the opinion, based solely on the service described at 2 above, that such construction of **The Relevant Building or Works** as is evident by visual inspection is in substantial compliance with the Building Regulations and in preparing this Opinion on Compliance we have relied on such visual inspection and confirmations from the contractor, the structural engineer and specialist sub-contractors as detailed in Schedule A.

DEFINITIONS

"Building Control Act"

means the Building Control Act, 1990 and any statutory modification or re-enactment thereof current at the date of the Commencement Notice referred to at Schedule C hereto.

"Building", "Works", "Construction"

have the meanings respectively assigned by the **Building Control Act**.

"Design"

shall have the meaning assigned by the Building Control Act 1990 but qualified by the limited scope of the services provided and described at 2 above.

"Building Regulations"

means regulations made under the Building Control Act.

"Confirmations"

means statements received from the persons detailed at Schedule A hereto, confirming substantial compliance of elements of the Relevant Building or Works which they have designed or constructed/installed with Building Regulations.

"Substantial Compliance" when applied to Design

means that the Design of the Relevant Building or Works, as is evident by Visual Inspection, is in accordance with the Building Regulations, saving and excepting such deviations as would not in my opinion warrant the issue of enforcement proceedings as provided for in the Building Control Act.

"Visual Inspection" means

The Inspection of the completed Relevant Building or Works as existed on the Inspection Date. For the purposes of the Inspection no opening up was carried out. The inspection was therefore superficial only and took no account of works covered up, inaccessible or otherwise obscured from view. The extent of the visual inspection was as defined at 2. above.

Date of Issue

Signed

James Walsh B.Arch MSc(CABD) MRIAI RIBA Dip. Const. Proj. Man.

On behalf of OMS ARCHITECTS.

Registered Member of the Royal Institute of the Architects or Ireland

SCHEDULE A : CONFIRMATIONS

BUILDING CONTRACTOR:

Contractor: Costello Construction Limited, Rere Clontarf Bay, Clontarf Road, Dublin 3.

Element: Construction of the Relevant Building or Works:

STRUCTURAL ENGINEER

Consultant: URS (Ireland) Ltd., 4th Floor, Iveagh Court, 6-8 Harcourt Road, Dublin 2.

Profession: Structural Engineers.

Element: Design of Structural Elements :

MECHANICAL & ELECTRICAL ENGINEER

Consultant: ERCS, 44 Templeroan Park, Knocklyon Road, Dublin 16.

Profession: Mechanical & Electrical Engineers

Element: Design of mechanical and electrical elements.

MECHANICAL INSTALLATION

Sub-Contractor:

Element: Installation of mechanical elements.

ELECTRICAL INSTALLATION

Sub-Contractor:

Element: Installation of electrical fire alarm, smoke alarm, fire detection and emergency lighting.

FIRE DETECTION, FIRE ALARM & EMERGENCY LIGHTING, SMOKE ALARM

Specialist:

Qualification/profession: Electrical Sub-Contractors

Element: Design and Installation of Fire detection, Fire alarm, Emergency Lighting and Smoke alarm :

LIFT

Specialist: Ormond Lifts Ltd.

Qualification/profession: Lift Sub-Contractors.

Element: Design and installation of lifts.

SCHEDULE B : FIRE SAFETY CERTIFICATES

Building Control Authority: Dublin City Council

Reference Number: FSC1243/04

Date of issue: 24th February 2004

Building Control Authority: Dublin City Council

Reference Number: [insert ref. no.]

Date of issue: [insert date]

SCHEDULE C : COMMENCEMENT NOTICES

Building Control Authority: Dublin City Council

Date of lodgement: 03 October 2003

Reference No.: 03.2204

SCHEDULE C : COMMENCEMENT NOTICES

Building Control Authority: Dublin City Council

Date of lodgement: 19 April 2004

Reference No.: 04.1483

Dublin City Council

Comhairle Cathrach Bhaile Átha Cliath

ROINN PLEANÁLA AGUS FORBARTHA
RANNÓG RIALÚ TÓGÁLA
Uirlár 2, Bloc 4 Oirthear,
Oifigí na Cathrach
An Ché Adhmaid
Baile Átha Cliath 8

Tel: +353 1 672 2145
Facs: +353 1 677 3829

Idirlíne: www.dublincity.ie

OMS Architects

Columbia Mills
14/15 Sir John Rogersons Quay
Dublin 2

PLANNING AND DEVELOPMENT DEPARTMENT
BUILDING CONTROL DIVISION
Floor 2, Block 4 East,
Civic Offices
Wood Quay
Dublin 8

Tel: +353 1 672 2145
Fax: +353 1 677 3829

WebSite: www.dublincity.ie

16 October 2003

Re: Commencement Notice - Building Control Regulations, 1997
Development Works / Material Alteration at:

1-4 North Strand Road + 1 Aldborough Place, Dublin 3

C.N. No : 03.2204

Received : 03 October 2003

Dear Sir / Madam,

I wish to acknowledge receipt of a commencement notice submitted
in respect of the above premises, under the Building Control Regulations,
1997.

Yours Faithfully,

Damian McCabe
for Principal Officer.

OMS ARCHITECTS		
JOB No.	0134	
FILE No.	330	
Date	21 OCT 2003	
JW		
JS		

Dublin City Council
Comhairle Cathrach Bhaile Átha Cliath

Building Control Division, Planning Department
Floor 2, Block 4 East, Civic Offices, Wood Quay, Dublin 8
Rialú Tógála, An Roinn Pleanála agus Forbartha
Oifigi na Cathrach, An Ché Adhmaid, Baile Átha Cliath 8

Telephone: 01 672 2145 Fax: 01 677 3829 E-mail: veronica.panday@dublincity.ie

ATTN: SHEILA / JAMES WALSH
Costello Construction
370 - 372 Clontarf Road
Dublin 3

27 May 2004

Re: Commencement Notice - Building Control Regulations, 1997
Development Works / Material Alteration at:
1 - 4 North Strand Road & 1 Aldborough Place Dublin 1


C.N. No: 04.1483

Received: 19 April 2004

Dear Sir / Madam,

I wish to acknowledge receipt of a commencement notice submitted
in respect of the above premises, under the Building Control Regulations, 1997

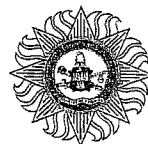
Yours Faithfully,


for Principal Officer.

OMS ARCHITECTS		
JOB No.		
FILE No.		
Date	27 MAY 2004	

Head Office: Civic Offices, Wood Quay, Dublin 8, Ireland
Oifigi na Cathrach, An Ché Adhmaid, B.Á.C. 8, Éire

T: 01 672 2222 www.dublincity.ie



Dublin Fire Brigade

City of Dublin Fire Brigade

24/02/2004

**MICHAEL SLATTERY AND ASSOCIATES,
19, WINDSOR PLACE,
LOWER PEMBROKE STREET,
DUBLIN 2.**

FIRE SAFETY CERTIFICATE NO.: FSC1243/04

**ADDRESS: THE FIVE LAMPS, NORTH STRAND ROAD AND PORTLAND
ROW, DUBLIN 1**

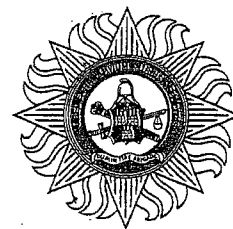
REG. REF. NO.: FA/03/1766

Dear Sir/Madam,

Further to your application of 28/11/2003, I enclose herewith, **GRANT** of Fire Safety Certificate.

Yours faithfully,

Senior Staff Officer



Comhairle Cathrach Bhaile Átha Cliath, Rannóg um Choiscitheacht Dóiteáin
Ceanncheathrú Briogáide Dóiteáin, 165-169 Sráid Chnoc na Lobhar, B.Á.C. 2, Éire

T. 01 673 4000 F. 01 673 4077 E-mail. fire@dublincity.ie www.dublincity.ie

BUILDING CONTROL ACT, 1990 / AN tACHT UM RIALÚ FOIRGNÍOCHTA, 1990

FIRE SAFETY CERTIFICATE

Deimhniú Sábháilteachta Dóiteáin

FIRE SAFETY CERTIFICATE NO.: FSC1243/04

TO: MICHAEL SLATTERY AND ASSOCIATES,
ADDRESS: 19, WINDSOR PLACE,
LOWER PEMBROKE STREET,
DUBLIN 2.

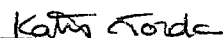
Application for a Fire Safety Certificate (Reg. Ref. No.: FA/03/1766)

FOR: MIXED USE DEVELOPMENT AT THE FIVE LAMPS AT THE CORNER OF
NORTH STRAND ROAD AND PORTLAND ROW, DUBLIN 1.

AT: THE FIVE LAMPS, NORTH STRAND ROAD AND PORTLAND ROW,
DUBLIN 1.

Dublin City Council hereby certify that the building or works to which the application relates, will, if constructed in accordance with the plans, calculations, specifications and particulars submitted, comply with the requirements of Part B of the Second Schedule to the Building Regulations, 1997. In considering the application, no assessment has been made as to whether the building or works will comply with the other requirements of the Second Schedule to the Building Regulations, 1997. This certificate is **GRANTED** subject to the condition(s) as set out on the Schedule attached hereto.

Signed on behalf of Dublin City Council:


Senior Staff Officer
Dated this 24th day of FEBRUARY 2004

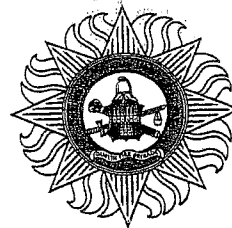
Note: An applicant who is dissatisfied with a decision of a Building Control Authority may appeal to An Bord Pleanála. An appeal may be made within a period of one month beginning on the day of the decision of the Building Control Authority on an application.

Nóta: Is féidir le hiarratasóir atá míshásta le cinneadh Údaráis Rialaithe Foirgníochta achomharc a dhéanamh leis an mBord Pleanála. Is féidir achomharc a dhéanamh laistigh de thréimhse míosa ón lá a ndéanfaidh an tÚdarás Rialaithe Foirgníochta cinneadh faoin iarratas.

Dublin City Council, Fire Prevention Section
Fire Brigade Headquarters, 165-169 Townsend Street, Dublin 2, Ireland

Comhairle Cathrach Bhaile Átha Cliath, Rannóg um Choiscitheacht Dóiteáin
Ceanncheathrú Briogáide Dóiteáin, 165-169 Sráid Chnoc na Lobhar, B.Á.C. 2, Éire

T. 01 673 4000 F. 01 673 4077 E-mail. fire@dublincity.ie www.dublincity.ie



BUILDING CONTROL ACT, 1990 / AN tACHT UM RIALÚ FOIRGNÍOCHTA, 1990

FIRE SAFETY CERTIFICATE

Deimhniú Sábháilteachta Dóiteáin

FIRE SAFETY CERTIFICATE NO.: FSC1243/04

Reg. Ref. No.: FA/03/1766

LOCATION: THE FIVE LAMPS, NORTH STRAND ROAD AND PORTLAND ROW,
DUBLIN 1

SCHEDULE OF CONDITIONS FOR FIRE SAFETY CERTIFICATE

Condition 1

The proposed dry riser is to be in accordance with BS 5306 : Part 1.

Reason :

To show compliance with Part B of the Second Schedule to the Building Regulations 1997, section B5 ; Access and Facilities for the Fire Service.

Note: An applicant who is dissatisfied with a decision of a Building Control Authority may appeal to An Bord Pleanála. An appeal may be made within a period of one month beginning on the day of the decision of the Building Control Authority on an application.

Nóta: Is féidir le hiarratasóir atá míshásta le cinneadh Údarás Rialaithe Foirgníochta achomharc a dhéanamh leis an mBord Pleanála. Is féidir achomharc a dhéanamh laistigh de thréimhse míosa ón lá a ndéanfaidh an tÚdarás Rialaithe Foirgníochta cinneadh faoin iarratas.

The Companies Acts 1963 to 1990
Company Limited by Shares

MEMORANDUM AND ARTICLES OF ASSOCIATION

ALAN COSTELLO BUILDERS LIMITED

Company No: 296144
Incorporated On: 11th day of November 1998

**J M BUTLER & CO.
ACCOUNTANTS
1A CARBURY PLACE
MAIN STREET
BLACKROCK
CO. DUBLIN**

Tel: 288 0437

Fax: 278 2061

COMPANIES ACTS 1963 TO 1990

COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION
OF
ALAN COSTELLO BUILDERS LIMITED**

1. The name of the Company is ALAN COSTELLO BUILDERS LIMITED

2. The objects for which the Company is established are:

(A) To carry on business as building and general contractors, as painters and decorators, central heating contractors, joiners, turners, fitters, layers of pipes and installers of sewage systems, as site clearance contractors, electrical, civil, mechanical and general engineers, water supply engineers, builders providers, plumbers, road marking contractors, plant hire contractors, shop fitters, building and estate designers and promoters, as retailers, wholesalers, importers, exporters, manufacturers, assemblers, distributors and dealers in all materials, goods, items and equipment and to engage in the employment of all sub-contractors necessary for the carrying out of the aforementioned businesses.

(B) To undertake and carry on and execute all kinds of financial, commercial, trading, manufacturing and other operations, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of these objects, or calculated directly or indirectly to enhance the value of or facilitate the realisation of or render profitable, any of the Company's property or rights.

(C) To acquire by purchase, lease, sub-lease, exchange, hire or licence or otherwise, and hold for any estate or interest, and to take options over any lands, buildings, water, wells, streams, easements, rights, privileges, concessions, machinery, plant, stock-in-trade and any real, personal, heritable, or movable property of any kind which may appear to be necessary or convenient for the Company's business or for developing or utilising any of the Company's property.

(D) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same, or join with others in so doing.

(E) To apply for, purchase or by other means acquire and protect, prolong and renew, whether in Ireland or elsewhere, any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under, or grant rights or privileges in respect of

the same, and to expend money in experimenting upon testing, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(F) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(G) To manage, supervise and control, or to take part in the management, supervision or control of, any company or undertaking in which the Company is interested by reason of shareholding or otherwise, and for that purpose to appoint and remunerate any Directors, accountants or other experts or agents.

(H) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(I) To invest and deal with the moneys of the Company not immediately required in such shares and upon such securities and in such manner as may from time to time be determined.

(J) To lend and advance money or give credit to any persons, firms or Companies and to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future), goodwill and uncalled capital of the Company or by both such methods, the performance of the contracts or obligations of and the repayment or payment of the principal amounts of any premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by Section 155 of the Companies Act, 1963 or another subsidiary as defined by the said Section of the Company's holding company or otherwise associated with the company in business notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect from entering into such guarantee or other arrangement or transaction contemplated therein.

(K) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company of any obligation or liability it may undertake.

(L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(M) To apply for, promote and obtain any Act of the Oireachtas, provisional order or licence of the appropriate Minister, or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests.

(N) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(O) To purchase or otherwise acquire for cash or by the issue of shares or debentures or debenture stock, or partly for cash, and partly for shares or debentures or debenture stock, and to sell, lease, let, sublet, exchange, dispose, surrender, let on rent, share of profit, royalty or otherwise, grant options over, mortgage, charge, convert, turn to account, dispose of and otherwise deal with (whether for good or valuable consideration or otherwise) real and personal property and rights of all kinds, and in particular mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, bonds, policies, book debts, business concerns, goodwill and undertakings and claims, privileges and choses in action of all kinds.

(P) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors or others.

(Q) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(R) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this Company.

(S) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's holding or subsidiary company as defined by Section 155 of the Companies Act 1963 or otherwise associated with the Company in business or who are or were at any time directors or officers of the Company or of any such

other company as aforesaid and the wives, widows, families and dependants of any such persons and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(T) To secure or guarantee by mortgage, charge or otherwise the performance and discharge of any contract, obligation or liability of a Company or of any person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested whether directly or indirectly.

(U) To promote or concur in promoting any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(V) To undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.

(W) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.

(X) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.

(Y) To procure the Company to be registered or recognised in any member State of the European Union and any foreign country or place.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

Provided always that the provisions of this Clause shall be subject to the Company obtaining, where necessary, for the purpose of carrying any of its objects into effect, such licence, permit or authority as may be required by law.

3. The liability of the members is limited.

4. The Share Capital of the Company is IR£1,000,000 divided into 1,000,000 shares of IR£1.00 each with power to increase or decrease the share capital. The capital may be divided into different classes of shares with any preferential, deferred or special rights or privileges

attached thereto, and from time to time the Company's regulations may be varied so far as may be necessary to give effect to any such preference, restriction or other term.

We, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association, and we agree to take the number of shares in the capital of the Company set out opposite our respective names.

Names, Addresses and Description
of Subscribers

Number of Shares taken
by each subscriber

For and on behalf of
EQUITY TRUST COMPANY LIMITED
FIRST FLOOR
17 DAME STREET
DUBLIN 2

FIFTY THREE

BODY CORPORATE

For and on behalf of
FIDUCIARY TRUST COMPANY LIMITED
FIRST FLOOR
17 DAME STREET
DUBLIN 2

FORTY SEVEN

BODY CORPORATE

TOTAL NUMBER OF SHARES TAKEN

ONE HUNDRED

Dated this 13TH DAY OF OCTOBER 1998.

Witness to the above signatures :

CATHAL HORAN
17 DAME STREET
DUBLIN 2

(c) Inter Company Comparisons Limited 1991

COMPANIES ACTS 1963 TO 1990

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ALAN COSTELLO BUILDERS LIMITED

PRELIMINARY

1. The Regulations contained in Table A, Part I, in the First Schedule to the Companies Act, 1963 with the exception of Regulations 75, 77, 79, 85, 91, 98, 102, 109, 112, 130, 131, and 137 thereof and the regulations contained in Part II of Table A aforesaid shall apply to this company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company.

SHARE CAPITAL AND SHARES

2. (a) The share capital of the Company is IR£1,000,000 divided into 1,000,000 shares of IR£1.00 each.

(b) Subject to the provisions of these Articles relating to new shares, the shares for the time being unissued shall be at the disposal of and under the control of the Directors who are hereby unconditionally authorised and given power for the purposes of Sections 20 and 24 of the Companies (Amendment) Act 1983, to exercise generally the power of the Company to allot any share or shares, as if Sub-Sections (1), (7) and (8) of Section 23 of the Companies (Amendment) Act 1983 did not apply to the allotment, grant options over or otherwise dispose of any share or shares to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company but so that no share or shares shall be issued at a discount; provided that this authority shall expire five years from the date of incorporation hereof and provided further that the Company may before such expiry make an offer or agreement which would or might require any share or shares to be allotted after such expiry and the Directors may allot shares in pursuance of such an offer or agreement accordingly.

(c) Subject to the provisions of the Companies Acts, 1963 to 1990 the Company may purchase or otherwise acquire, on such terms and in such manner as it thinks fit, any shares in the Capital of the Company.

3. When any shares have been forfeited an entry shall forthwith be made in the Register of Members of the company recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been sold or otherwise disposed of an entry shall be made of the manner and date of the sale or disposal thereof.

4. The lien conferred by Regulation 11 of Table A shall attach to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of several joint holders.

5. Any share of a deceased member may be transferred by his executor or administrator to the widow or widower, child or grandchild of such deceased member and Regulation 3 of Part II of Table A shall be amended accordingly.

6. Without prejudice to any special rights previously conferred on the holders of existing shares, any share (including shares which the Company shall have power to issue under Section 207 of the Companies Act, 1990 or otherwise) may be issued with such preferred, deferred or other special rights, or such restrictions whether in regard to dividend, voting, return of share capital or otherwise, as the Company may from time to time determine, and any Share may be issued on the terms that it is, or at the option of the Company is liable to be, redeemed. Subject to the provisions of the aforementioned Act, the redemption of such shares may be effected on such terms and in such manner as the Board may from time to time determine.

MEETINGS

7. The following words shall be added to the end of Regulation 53 of Part I of Table A "and fixing the remuneration of Directors."

8. Subject to Section 141 of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a General Meeting of the Company duly convened and held, and if described as a Special Resolution shall be deemed to be a Special Resolution within the meaning of the Act. Any such resolution may consist of several documents in the like form each signed by one or more of such Members (or their duly authorised representatives).

Such a resolution may also consist of one or more telex, telefax or facsimile messages in like form signed in the name of each or all of the Members provided that in the case of each such telex, telefax or facsimile message the Secretary or any Director shall have endorsed the same with a certificate stating that he is satisfied as to the authenticity thereof. For the purpose of this Article the signature of an alternate Director shall suffice in lieu of the Director whom he represents.

9. Subject to Section 140 of the Companies Act 1963 concerning Annual General Meetings, all other meetings (including Extraordinary General and Class Meetings of the Members of the Company and all meetings of the Board of Directors including any committees of the Board of Directors) may be conducted by the use of a conference telephone or similar facility provided always that the Chairman of the Meeting notes his satisfaction that all of the Members of the

Company (in the case of Meetings of Members of the Company) and that all of the Directors of the Company (in the case of Meetings of the Directors of the Company);

(A) have been notified of the convening of the Meeting and the availability of the conference telephone or similar facility for the Meeting; and

(B) can hear and contribute to the meeting

- and such participation in a meeting shall constitute presence in person at the meeting.

Subject to Section 140 of the Companies Act, 1963 the Members of the Company or the Directors of the Company may be situated in any part of the world for any such Extraordinary General Meeting or Class Meeting or Meeting of the Board of Directors.

BORROWING POWERS

10. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit without any limit on the amount for the time being remaining undischarged of money so borrowed or secured, and may secure the repayment of, or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued capital, or by the issue at such price as they may think fit, of bonds or debentures, either charged upon the whole or any part of the property and assets of the Company, or not so charged, or in such other way as the Directors may think expedient.

11. A register of the holders of the debentures of the Company shall be kept at the registered office of the Company, and shall be open to the inspection of the registered holders of such debentures and of any member of the Company, or any other person, subject to such restrictions as the Company in general meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

VOTES OF MEMBERS

12. A poll shall be taken whenever directed by the Chairman or demanded by one or more members entitled to vote, and Regulation 59 of Table A shall be modified accordingly.

DIRECTORS

13. Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall not be less than two nor more than seven.

14. The first Directors of the Company shall be the persons named in the Statement delivered pursuant to Section 3 of the Companies (Amendment) Act, 1982.

15. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until

the next following annual general meeting, when he shall retire, but shall be eligible for re-election.

16. A Director shall not require any share qualification.

17. A Resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effective for all purposes as a resolution of the Directors as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors. For the purpose of this Article, the signature of an alternate Director shall suffice in lieu of the signature of the Director appointing him.

Such a resolution may also consist of one or more telex, telefax or facsimile messages in like form signed in the name of each or all of the Directors provided that in the case of each such telex, telefax or facsimile message the Secretary or any Director shall have endorsed the same with a certificate stating that he is satisfied as to the authenticity thereof. For the purpose of this Article the signature of an alternate Director shall suffice in lieu of the Director whom he represents.

18. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.

DISQUALIFICATION OF DIRECTORS

19. The office of a Director shall be vacated:

- (a) If he becomes bankrupt or insolvent or compounds with his creditors.
- (b) If he becomes restricted or disqualified pursuant to an Order made under the provisions of the Companies Act, 1990.
- (c) If he becomes incapable by reason of mental disorder, illness or injury of managing or administering his property and affairs or be found lunatic.
- (d) If he is convicted of an indictable offence (other than an offence under the Road Traffic Act, 1961, or any Act amending the same) unless the directors otherwise determine.
- (e) If he absents himself from the meetings of Directors for a period of six calendar months without special leave of absence from the other directors.
- (f) If he gives the Directors notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

20. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into contracts or arrangements or

have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Board at or before the time when such contract, arrangement or dealing is determined upon, his interest therein, or if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the board the fact that he has acquired such interest. But, except in respect of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or of a resolution to allot any shares or debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement or dealing is under consideration.

MANAGING DIRECTOR

21. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide, and on such terms as they think fit, and if no period or terms are fixed, then such executive shall comply with such directions as may be given to him by the Directors from time to time, and the appointment may be revoked at any time, and in any event his appointment shall be automatically determined (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) if he shall cease to be a Director, and Regulation 110 of Part I of Table A shall be modified accordingly.

NOTICES

22. (a) Any notice required to be given by the Company to any person ("the recipient") under these articles may be given by means of delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the directors, to the address or number of the recipient notified to the Company by the recipient for such purpose (or, if not so notified, then to the address or number of the recipient last known to the Company). Any notice so given shall be deemed, in the absence of any agreement to the contrary between the Company and the recipient, to have been served at the time of delivery (or, if delivery is refused, then when tendered) in the case of delivery, at the expiration of 48 hours after despatch in the case of post, cables and telegrams and at the expiration of 12 hours after despatch in the case of telex, telefax, electronic mail or other method of communication approved by the directors.

(b) The Directors shall be entitled to receive notice of and to attend at any General Meeting of the Company and Regulation 136 of Part I of Table A shall be modified accordingly.

CAPITALISATION OF PROFITS

23. The Company in general meeting may at any time pass a resolution declaring that any undivided profits of the Company (including any profits which have been carried to reserve) shall be capitalised, and accordingly that the sum so directed to be capitalised be distributed as

a bonus free of income tax amongst the holders of the ordinary shares in proportion to the ordinary shares held by them respectively, and that such sum shall be applied as a payment by and on behalf of the holders of the ordinary shares so becoming entitled respectively for or on account of such number of ordinary shares in the Company as shall be equal in nominal amount to the share of such sum so belonging and appropriated to them respectively, and that the board be authorised to distribute amongst them the said shares in like proportions, and the same shall be accepted by such members accordingly.

24. When such resolution and a resolution providing for such increase (if any) in the capital of the Company as may be necessary for this purpose have been passed, the Board may allot and issue such number of ordinary shares credited as fully paid up as shall be equal in nominal amount to the sum capitalised under the provisions of the last preceding Article to the holders of the outstanding ordinary shares in satisfaction of the said bonus, and as nearly as may be in proportion to the ordinary shares held by them respectively with full power to make such provisions by the issue of fractional certificates or otherwise as they think expedient for the case of fractions, and prior to such allotment the Board may authorise any person on behalf of the holders of such ordinary shares to enter into any agreement with the Company providing for the allotment to them of such shares credited as fully paid up, and in satisfaction as aforesaid, and any agreement made under such authority shall be effective.

WINDING UP

25. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: first, in repaying to the members the amounts paid up or credited as paid up on the shares held by them respectively; and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively. Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

26. With the sanction of a special resolution of the members any part of the assets of the company, including any shares in or securities of other companies, may be divided among the members of the Company in specie, or may be vested in trustees for the benefit of such members and the liquidation of the Company may be closed and the Company dissolved, but so that no member shall be compelled to accept any shares whereon there is any liability.

SECRETARY

27. (a) The first Secretary of the Company shall be the person named in the Statement delivered pursuant to Section 3 of the Companies (Amendment) Act, 1982.

(b) Anything which is, by the Companies Acts, 1963 to 1990 ("The Acts"), required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to an Assistant or Acting Secretary or, if there is no Assistant or Acting Secretary capable of acting by or to an officer of the Company authorised generally or specially in that behalf by the Directors: provided that any provision of the Acts or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being so done by or to the same person acting both as a Director and as, or in place of, the Secretary.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

For and on behalf of
EQUITY TRUST COMPANY LIMITED
FIRST FLOOR
17 DAME STREET
DUBLIN 2

BODY CORPORATE

For and on behalf of
FIDUCIARY TRUST COMPANY LIMITED
FIRST FLOOR
17 DAME STREET
DUBLIN 2

BODY CORPORATE

Dated this 13TH DAY OF OCTOBER 1998.

Witness to the above signatures :

CATHAL HORAN
17 DAME STREET
DUBLIN 2

(c) Inter Company Comparisons Limited 1991

012782061

Number 376849

Certificate of Incorporation

I hereby certify that

ALDERBOROUGH MANAGEMENT COMPANY LIMITED

is this day incorporated under
the Companies Acts 1963 to 2001.
and that the company is limited.

Given under my hand at Dublin, this
Monday, the 13th day of October, 2003


for Registrar of Companies

COMPANIES ACTS 1963 TO 2001

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ALDERBOROUGH MANAGEMENT COMPANY LIMITED

1. The name of the Company is ALDERBOROUGH MANAGEMENT COMPANY LIMITED.
2. The objects for which the Company is established are:
 - (a) To carry on the business of a Property Management Company and to promote, protect and advance the interests of the members and to retain, employ all types of services to maintain the property.
 - (b) To undertake and carry on in Ireland or elsewhere any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
 - (c) To purchase or otherwise acquire and undertake all or part of the undertaking, assets, business, property, privileges, contracts, rights, obligations and liabilities of any company, corporation, society, partnership or person carrying on any business which the Company is authorised or empowered to carry on or possessed of property suitable for the objects of the Company or of any company or corporation in which the Company holds shares, bonds, debentures or other securities or obligations, and to pay for the same in cash or in shares or securities or obligations of the Company or partly in cash and partly in shares or securities or obligations or any other consideration, and to carry on the business of any such company, corporation, society, partnership or person whose assets are so acquired.
 - (d) To amalgamate with any other company.
 - (e) To purchase, take on lease, or in exchange, or otherwise acquire and hold any lands or buildings situate in Ireland or any part of the world, or rights or interests therein or connected therewith and to manage, farm or let the same or any part thereof for any period and at such rent, and on such conditions as the Company shall think fit, or to develop same or any part thereof as a building estate, and to construct and erect houses, flats, factories, warehouses and buildings of any kind thereon; to lay out roads and pleasure gardens and recreation gardens; to pull down, alter or improve buildings; to plant, drain or otherwise improve the land or any part thereof.

- (f) To apply for, purchase or otherwise acquire any patents brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (g) To enter into partnerships or into any arrangements for sharing profits, union of interests, cooperation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or to engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (h) To take or otherwise acquire and to hold shares and securities in any company other than the Company and to sell, hold, or re-issue with or without guarantee or otherwise deal with the same.
- (i) To enter into any arrangements with any Governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (j) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit directors and ex-directors, employees or ex-employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances and to do any acts or things or make any arrangements or provisions enabling employees of the Company or other persons aforesaid to become shareholders in the Company or otherwise to participate in the profits of the Company upon such terms and in such manner as the Company thinks fit, and to make payment towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, or any other object whatsoever which the company may think advisable.
- (k) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (l) Generally to purchase, take on lease, exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business.
- (m) To develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting on building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (n) To construct, maintain and alter any buildings or works necessary or convenient for any of the purposes of the Company or for the benefit of its employees.

- (o) To construct, improve, maintain, develop, work, manage, carry out or control any roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, factories, warehouses, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the company's interests and to contribute to, subsidise or otherwise assist, or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.
- (p) To invest and to deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (q) To lend, and advance money or give credit to any persons, firms or companies and in particular to customers of and others having dealings with the Company upon such terms as may seem expedient, and to guarantee, support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods, the performance of the obligations of and the repayment or payment of the principle amounts of and premiums, interest and dividends on any securities of any person firm or company, and in particular (without prejudice to the generality of the foregoing) to give (with or without consideration) security for any debts, obligations or liabilities of any company which is for the time being the holding company or a subsidiary (both as defined by Section 155 Companies Act, 1963) of the Company or another subsidiary as defined by the said section of the Company's holding company or otherwise associated with the Company in business.
- (r) To borrow or raise money either without security or secured in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, by mortgage or other security charged upon all or any of the Company's property both present and future, including its uncalled capital and to purchase, redeem or pay off any such securities.
- (s) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (t) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warranties, debentures and other negotiable or transferable instruments.
- (u) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (v) To sell or dispose of the undertaking of the Company or any part thereof for such considerations as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company.
- (w) To adopt such means of making known the products or services of the Company and may seem expedient and in particular by advertising in the Press, by circulars, by purchase and exhibition of works of art or interests, by publication of books and periodicals and by granting prizes, rewards and donations.

- (x) To obtain any Act of the Oireachtas or Provisional Order for enabling the Company to carry any of its objects into effect or for effecting any modification of the company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
- (y) To procure the Company to be registered or recognised in any country or place.
- (z) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Company.
- (aa) To promote freedom of contract, and to resist, insure against, counteract and discourage interference therewith, to join any lawful Federation, Union or Association, or to do any lawful act or thing with a view to preventing or resisting directly or indirectly any interruption or interference with the trade or business of the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or its employees and to subscribe to any association or fund for any such purpose.
- (bb) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (cc) To distribute any of the property of the company in specie among the members.
- (dd) To do all such other things as the Company may think incidental or conducive to the attainment of the above objects or any of them.

Provided that:

- (i) the word "company" in this Clause, except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere and the intention is that the objects specified in each paragraph of this Clause shall except where otherwise expressed in such paragraphs be in no way limited or restricted by reference to, or interference from, the terms of any other paragraph; and
 - (ii) the provision of this Clause shall be subject to the Company obtaining, where necessary for the purpose of carrying any of its objects into effect, such licence, permit or authority as may be required by law.
3. The liability of the members is limited
 4. The share capital of the company is €100,000 divided into 100,000 Ordinary Shares of €1 each.

The shares forming the capital (increased or reduced) may be increased or reduced and be divided into such classes, and issued with any special rights, privileges and conditions or with such qualifications as regards preference, dividend, capital, voting, redemption or other special incidence, and be held upon such terms as may be attached thereto as may from time to time be provided by the original or any substituted or amended Articles of Association and Regulations of the Company for the time being but so that where shares are issued with any preferential or special rights attached thereto, such rights shall not be alterable otherwise than pursuant to the provisions of the Articles of Association of the Company for the time being.

We, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our respective names:

**Names, Addresses and
Descriptions of Subscribers**

**Number of Shares taken
by each Subscriber**

**ALAN COSTELLO
DIRECTOR**

THIRTEEN

**373 CLONTARF ROAD,
DUBLIN 3.**

**KAY COSTELLO
DIRECTOR**

THIRTEEN

**373 CLONTARF ROAD,
DUBLIN 3.**

Total Number of Shares Taken

TWENTY SIX

Dated the 5th day of September, 2003.

Witness to the above signatures: Mr. Jason Clancy, 43 Westbrook, Tramore, Co. Waterford

COMPANIES ACTS, 1963 TO 2001

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ALDERBOROUGH MANAGEMENT COMPANY LIMITED

REGULATIONS

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (as the same is amended by the Companies Acts, 1963 to 1990 and with the exception of Regulations 8, 11, 24, 51, 54, 75, 77, 79, 84, 86, 91, 95, 99, 100 and 138 thereof) and the Regulations contained in Part II of Table A as aforesaid (as the same is amended as aforesaid and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company.

SHARES

2. The capital of the Company is €100,000 divided into 100,000 Ordinary Shares of €1 each.
3. For the purpose of Section 20 Companies (Amendment) Act, 1983 the Directors be and they are hereby generally and unconditionally authorised to exercise all powers of the company to allot relevant securities (as defined by Section 20 Companies (Amendment) Act, 1983) up to an amount equal to the authorised but as yet unissued share capital of the Company at the date of the passing of this resolution. This authority shall expire five years after the date of such resolution as aforesaid but may be previously revoked or varied by the Company in general meeting for a further period not exceeding five years from the date of such renewal. The Company may make an offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement.
4. Section 23(1) of the Companies (Amendment) Act, 1983 is hereby excluded in its application in relation to all allotments by the Company of equity securities as defined for the purposes of that Section.
5. Subject to the provisions of Section 64 of the Act, any preference Shares may be issued on the terms that they are, or, at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

LIEN

6. The Company shall have a first and paramount lien on every share for all monies (whether immediately payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person whether he be the sole registered holder thereof or one of two joint holders for all moneys immediately payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

7. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and need not be attested and Regulation 22 of Table A Part 1 shall be modified accordingly.

MEETINGS

8. A Poll may be demanded by the Chairman or by any member present in person or by proxy and Regulation 59 of Table A Part I shall be modified accordingly.
9. Where any meeting of the Company is held at short notice pursuant to Section 133(3) or Section 141(2) of the Act it shall be sufficient if the instrument appointing a proxy (and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) is deposited with the chairman of the meeting immediately upon the commencement of such meeting and Regulation 70 of Table A Part I shall be modified accordingly.
10. The resolution in writing mentioned in Regulation 6 of Table A Part II may consist of several documents in the like form each signed by one or more members (or being bodies corporate by their duly authorised representatives).
11. Any director or member of a committee of the board may participate in a meeting of the directors or such committee by means of conference telephone or other means of telephone radio or television communication whereby all the persons participating in the meeting can hear each other and any director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting.

DIRECTORS

12. The number of Directors shall not be less than two nor, unless and until otherwise determined by the Company by ordinary resolution, more than ten.
13. A Director shall not require a share qualification but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of or any separate general meeting of the holders of any class of shares in the Company and Regulation 136 of Table A Part I shall be modified accordingly.
14. (a) Any Director may by writing under his hand appoint
 - (i) any other Director, or
 - (ii) any other person who is approved by the Board of Directors as hereinafter provided, to be his alternate and every such alternate (subject to his giving to the company an address within the State or the United Kingdom of Great Britain and Northern Ireland at which notices may be served on him) shall be entitled to receive notices of all meetings of the Directors and, in the absence from meetings of the Board of the Director appointing him, to attend and vote at meetings of the Directors and to exercise all powers, rights, duties and authorities of the Director appointing him (other than the right to appoint an alternate hereunder) provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a simple majority of the whole Board shall have been given and entered in the Directors' Minute Book.

- (b) A Director may at any time revoke the appointment of any alternate appointed by him and subject to such approval as aforesaid appoint another person in his place and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.
 - (c) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration paid to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.
 - (d) Any appointment or revocation by a Director under this Article shall be effected by notice in writing given under his hand and delivered to the Secretary or lodged at the registered office of the Company.
- 15. A Director present at a meeting of the Directors shall in addition to his own vote be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing or by cable, telegram, fax or telex message, which must be presented to the Secretary for filing prior to or be produced at the first meeting at which a vote is to be cast pursuant thereto.
- 16. The Company, at a meeting at which the Director retires by rotation may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if willing to continue in office, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such Director has been put to the meeting and lost.
- 17. The office of a Director shall be vacated if the Director:-
 - (a) is adjudged bankrupt in the State or in any part of the World or makes any arrangement or composition with his creditors generally; or
 - (b) becomes prohibited from being a Director by reason of any order made under Section 184 of the Act; or
 - (c) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director; or
 - (d) resigned such office by notice in writing to the Company; or
 - (e) is convicted of an indictable offence (other than an offence under the Road Traffic Acts for which he is not sentenced to imprisonment and actually imprisoned) unless the Directors otherwise determine; or
 - (f) if removed from office by a resolution duly passed pursuant to Section 182 of the Act or under the provisions of the next succeeding Article hereof.
- 18. In addition to and without prejudice to the provisions of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the Company and such Director. Any such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. The Company may, by ordinary resolution, appoint another person in place of any Director so removed from office. The Company also may, by ordinary

resolution, appoint any person to be a Director either to fill a casual vacancy or as an additional Director. Any person appointed in place of a Director removed from office or to fill a casual vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director, but shall be eligible for re-election.

19. Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine.
20. Any such resolution in writing as is referred to in Regulation 109 of Table A Part I may consist of several documents in the like form each signed by one or more of the Directors or Alternate Directors for the time being entitled to receive notice of meetings of the Directors.

BORROWING POWERS

21. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stock and any other securities may be made assignable free from any equities between the Company and any person to whom the same may be issued. Any debentures or debenture stock may be issued at a discount, premium or otherwise and with any special rights as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors or otherwise.

NOTICES

22. A member who has no registered address in the State or in the United Kingdom of Great Britain and Northern Ireland and has not supplied to the Company an address within the State or the United Kingdom of Great Britain and Northern Ireland for the giving of notices to him shall not be entitled to receive any notices from the Company but shall be bound by every notice or document served by the Company on every member who has supplied such an address. Regulation 136 of Table A Part I shall be modified accordingly.
23. In Regulation 135 of Table A Part I the words "(if any) in the State or the United Kingdom of Great Britain and Northern Ireland" shall be inserted after the words "at the address".
24. Every person who, by operation of law, transfer, or other means shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered on the register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
25. Any notice or document sent by post to the registered address of any member in pursuance of these presents shall, notwithstanding that such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any shares held together by such member (whether solely or jointly with any other person or persons) until some other person or persons be registered in his stead as the holder or joint holders thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.
26. The signature to any notice to be given by the Company may be written or printed.

INDEMNITY

27. Subject to the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

SECREC Y

28. No member shall be entitled to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.

NAMES

ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ALAN COSTELLO
DIRECTOR

373 CLONTARF ROAD,
DUBLIN 3.

KAY COSTELLO
DIRECTOR

373 CLONTARF ROAD,
DUBLIN 3.

Dated the 5th day of September, 2003.

Witness to the above signatures: Mr. Jason Clancy, 43 Westbrook, Tramore, Co. Waterford

Dated this day of 200

ALAN COSTELLO BUILDERS LIMITED

of the One Part

ALDBOROUGH MANAGEMENT COMPANY LIMITED


of the Second Part

and

of the Third Part

INDENTURE OF LEASE

Re: Apartment No. Aldborough Court, North Strand Road, Dublin 3.


EUGENE F. COLLINS
SOLICITORS
Temple Chambers
3 Burlington Road
Dublin 4.

BETWEEN

- 1) **ALAN COSTELLO BUILDERS LIMITED** of 370/372 Clontarf Road, Dublin 3 (hereinafter called “the Lessor”) of the First Part;
- 2) **ALDBOROUGH MANAGEMENT COMPANY** of 370/372 Clontarf Road, Dublin 33 (hereinafter called “the Management Company”) of the Second Part;
- 3) _____ of _____ (hereinafter called “the Lessee”) of the Third Part.

A) In this Lease and in several Schedules hereto unless the context otherwise requires the following expressions shall have the meaning as follows:

- 2

9. "Conduits" means all channels, pipes, drains, sewers, gutters, gullies, water courses, water tanks, channels, ducts, flues, mains, wires, cables, ditches, ponds, boilers, fire prevention systems and equipment, extinguishers, security systems, cable television systems, lighting installations and all conducting media for the Utilities.
10. "Demised Premises" means the hereditaments and premises more particularly described in the First Schedule hereto.
11. "the Estate" means All That and Those that piece of ground situate at 1/4 North Strand Road, and 1 Aldborough Place in the City of Dublin and upon which the Lessor is at present in the course of constructing Apartments known or to be known as Aldborough Court subject however to the absolute right of the Lessor to vary or enlarge or diminish the layout and extent of the Estate and to designate any other lands that may be owned or acquired by the Lessor as constituting the Estate.
12. "Excepted Easements" means the easements, rights and privileges excepted and reserved out of this demise which are specified in the Third Schedule hereto.
13. "Financial Year" means a calendar year ending on the 31st December or such other day as the Management Company may nominate in any year.
14. "Internal Common Areas" means the internal parts of the Apartment Blocks which without prejudice to the generality of the foregoing, comprise hallways, corridors, internal stairs, stairwell, lobbies and any Utilities and Conduits therein or thereunder.
15. "Interest Rate" means 2% per annum over the rate of interest from time to time charged to individuals on unsecured overdrafts by the Bank of Ireland or such other Bank as may be nominated in writing from time to time by the Management Company or if there shall be no such rate 15% per annum.
16. "Insurance Broker" means any person or firm appointed by the Lessor or the Management Company to perform the functions of insurance broker in relation to the Estate for the purposes of inter alia this Lease of Easements who shall act as an expert and not as an Arbitrator.
17. "Lessee" includes the executors, administrators and assigns of the Lessee.
18. "Lessor" includes the person or persons for the time being entitled to the reversion immediately expectant on the termination of the term hereby created and includes successors and assigns.
19. "Management Company" includes the successors and assigns of the Management Company.
20. "Management Company Agreement" means the agreement made between the Lessor of the one part, and the Management Company of the other part dated the day of 2004 and including any other agreements made between the Lessor and Management Company which are supplemental thereto.
21. "Management Services" shall mean the services to be provided by the Lessor and/or Management Company as set out in Fifth Schedule hereof.
22. "Management Services Costs" means the costs and expenses incurred by the Lessor and/or Management Company in performing the Management Services.

23. "Perpetuity Period" means the period of twenty one years after the death of the last survivor of the issue now living of the late President of Ireland Eamonn de Valera .
 24. "Retained Land" means the Estate save and except the Demised Premises.
 25. "Residential Unit" means an Apartment within the Estate.
 26. "Service Charge" means the appropriate share of the Management Services Costs for which the Lessee shall be liable in any financial year which shall be a percentage thereof as set out in the Fourth Schedule hereto.
 27. "Structural and Utility Elements" means the main structural parts of the Block and without prejudice to the generality of the foregoing the roof structure and roof covering materials, foundations, columns, internal or external structural or load bearing walls of the Block, all structural parts of the structural walls within the Block and the Conduits not used solely for the purpose of any one Apartment.
 28. "Utilities" means water, soils and waste of all kinds, gas, electricity, oil and heating fuels, communication and data transmission lines and other like services servicing the Estate.
- B) Where two or more persons together constitute the Lessee the covenants by the Lessee therein contained shall be deemed to be joint and several covenants by such persons and reference to the masculine and neuter gender shall include reference to the female gender and reference to the singular shall include the plural and vice versa.
- C) Any covenants by the Lessee not to do or omit any act or thing shall be constructed as if it were a covenant not to do omit or suffer such act or thing to be done or admitted.
- D) Reference to any enactment includes where appropriate reference to any statutory modification thereof whether by way of amendment, addition, deletion or appeal and re-enactment with or without amendment.

WHEREAS:

1. The Lessor is at present developing the Estate as a residential development together with ancillary services and amenities.
2. The Lessor has granted or intends hereafter to grant Leases of the Apartments within the Estate.
3. The Lessor has caused a common form of Lease to be prepared for use in respect of each Apartment within the Estate and each such Lease shall impose restrictions and stipulations similar to the restrictions and stipulations contained in the Fourth Schedule hereto to the intent that the burden of the Lessee's covenants contained in every such Lease shall if the law allow run with the premises thereby demised and that the benefit of the said covenants shall be annexed to the Estate and every part thereof and that the owner of any residential unit within the Estate may be able to enforce the observance of said restrictions and stipulation by the owners and occupiers of any other Residential Unit within the Estate.
4. As part of the scheme for the disposal and future management of the Estate the Vendor has agreed to transfer the Estate, excluding the Apartments, to the Management Company in fee simple subject to and the benefit of the Apartment Leases and other encumbrances affecting

the Estate following the completion of the Estate and the completion of the sale of all the Residential Units in the Estate or within the Perpetuity Period whichever is the earlier.

5. The Lessee has applied to become a member of the Management Company.
11. The Lessor has agreed with the Lessee for the sale of the Demised Premises for the price or sum of € (Euro) free from encumbrances.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of the said Agreement and for the consideration of the sum of € (Euro) paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the yearly rent (and the increase thereof as hereinafter provided) and the covenants on the part of the Lessee and the conditions hereinafter reserved and contained the Lessor as beneficial owner **HEREBY DEMISES** and the Management Company **HEREBY DEMISES AND CONFIRMS** unto the Lessee **ALL THAT AND THOSE** the Demised Premises **TOGETHER WITH** the easements, rights and privileges specified in the First Part of the Second Schedule hereto **AND** the Lessor **HEREBY DEMISE AND CONFIRM ALL THAT AND THOSE** the Developer's Easements as specified in the Second Part of the Second Schedule hereto, **EXCEPTING AND RESERVING** unto the Lessor and all other parties howsoever thereto entitled for the benefit of the Retained Premises the rights interests easements and matters referred to in the Third Schedule hereto **TO HOLD** the same unto the Lessee from the 1st day of January 2004 for a term of 335 years **YIELDING AND PAYING** therefor during the first ten years of the said term the yearly rent of €1.00 (One Euro) ("the rent") in advance on the 1st day of January in every year and thereafter during the next ten years of the said term the yearly rent of €1.50 and thereafter in each succeeding year of the said term the yearly rent of €2.00 without any deduction **AND ALSO PAYING** as additional rents (the amount or amounts payable by the Lessee) pursuant to the Lessee's covenants hereinafter contained in respect of insurances, service charge, repairs or otherwise such additional rents to be payable at the times and in the manner hereinafter specified and to be recoverable by and to be subject to all remedies of the Lessor for recovery of rent.
2. The Lessee hereby covenants with the Lessor and the Management Company so as to bind the owner for the time being of the Demised Premises and so that this covenant shall be for the benefit and protection of the owners of all the Residential Units within the Estate (other than the Demised Premises) and the Retained Land and every part thereof and shall ensure for the benefit of the Lessor, the Developer and the Management Company and each of them and the persons deriving title from them to perform and observe the covenants obligations and restrictions on its part set out in the Fourth Schedule hereto.
3. The Management Company hereby covenants with the Lessee that subject to the Lessee and all persons deriving title under him as the owners for the time being of the Demised Premises complying with the covenants, obligations, agreements, stipulations and restrictions set out in the Fourth Schedule hereto, on and from the completion of the Management Company Agreement to perform and observe the covenants, obligations and agreements on its part set out in the Fifth Schedule.
4. The Lessor hereby covenants with the Lessee that subject to the Lessee and all persons deriving title under him as the owner for the time being of the Demised Premises complying with the covenants, obligations, agreements, stipulations and restrictions set out in the Fourth Schedule hereto until the completion of the Management Company Agreement to perform and observe the covenants, obligations and agreements on its part set out in the Fifth Schedule hereto **PROVIDED THAT** on completion of the Management Company Agreement the liability of the Lessor under this Lease shall absolutely cease. The Lessor hereby further

covenants with the Lessee that the Lessee paying the rent and performing and observing the covenants, conditions and agreements herein contained on the part of the Lessee to be performed and observed shall and may peacefully quietly hold and enjoy the easements rights and privileges hereby demised during the said term without any unlawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for the Lessor.

5. It is hereby agreed and declared that if the rent or any part thereof or the Service Charge or any part thereof shall be unpaid for 21 days after becoming due (and whether formally or legally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be observed performed then and in any case and at any time thereafter it shall be lawful for the Lessor or any person or persons authorised by the Lessor to forfeit by Notice in writing this Lease and the easements rights and privileges hereby demised and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the covenants on the part of the Lessee or the conditions herein contained.
6. It shall be lawful for the Lessor from time to time to make such reasonable regulations as the Lessor shall think fit for the management control use conduct and security of the Common Areas and to vary any such regulations and the Lessee shall at all times observe and perform and be bound by, and endeavour to cause any underlessee and the respective servants agents invitees and licensees of the Lessor or of any such underlessee to observe and perform, all such regulations.
7. In addition to any other prescribed mode of service any Notices requiring to be served on the Lessee hereunder shall be validly served if left addressed or sent by post to the Lessee (or if there shall be more than one of them to any one or more of them) at the Demised Premises or at the last known address or addresses of the Lessee or tenants or any of them in the Republic of Ireland and any notice required to be served on the Lessor shall be validly served if left or posted to the registered office of the Lessor or Developer and any such notices may be served by the Lessor's or Developer's servants or agents and be served on the Lessee's servants or agents.
8. Notwithstanding that the Estate has been designed for development as a building estate for residential purposes the Lessor shall not be under any obligation to complete nor does it warrant that it shall complete such development and it may alter such development in such manner as it may wish subject to having obtained any necessary planning permission for such alteration (including alteration by way of discontinuance of the development).
9. 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 of 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 the residential property were considered to be residential property, exceeds €[].
10. IT IS HEREBY CERTIFIED that:-
 - 10.1. This instrument gives effect to the purchase of a dwellinghouse/apartment upon the erection of that dwellinghouse/apartment;
 - 10.2. On the date of execution of this instrument, there exists a valid floor area certificate (within the meaning of Section 4 (2) (b) Housing (Miscellaneous Provisions Act), 1979) in respect of the said dwellinghouse/apartment; and

- 10.3. The purchaser/one or more of the purchasers/a person or persons in right of the purchaser/a person or persons in right of one or more of the purchasers will occupy the dwellinghouse/apartment as his/her/their only or principle place of residence for the period specified in Section 91(2)(new dwellinghouse/apartment with floor area certificate) of the Stamp Duties Consolidation Act, 1999, and that no person will derive any rent or payment in the nature of rent (other than by virtue of a title prior to that of the purchaser) for the use of the dwellinghouse/ apartment or any part of it during that period.
11. IT IS HEREBY CERTIFIED that Section 53 (lease combined with building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act, 1999, applies to this Instrument.
12. IT IS HEREBY CERTIFIED by the Lessee that he/she is an Irish Citizen and as such is a qualified person within the meaning of Section 45 of the Land Act, 1965.
13. IT IS HEREBY CERTIFIED that the property hereby assured is wholly situate within the Borough of the City of Dublin.

IN WITNESS whereof the respective Common Seals of the Lessor and the Management Company have been affixed hereto and the Lessee has hereunto set their hands and affixed their seal the day and year first herein written:

FIRST SCHEDULE
The Demised Premises

ALL THAT AND THOSE the premises known or intended to be known as Apartment No. , Aldborough Court, North Strand Road in the City of Dublin as more particularly delineated on the Plan annexed hereto and thereon edged red and including the surfaces of the floors and ceilings of the Demised Premises together with the surface of all walls within the Demised Premises and glass of all windows of the Demised Premises BUT EXCLUDING the roof space, roof structure and roof covering materials and external walls of the Demised Premises all structural parts of the structural walls and columns within the Demised Premises the structures on which the floors are laid and the structures to which the ceilings of the Demised Premises are attached.

Every internal wall separating the Demised Premises from any other part of the Estate shall be deemed to be a party wall severed medially save where such wall forms part of the Structural Utility Elements.

SECOND SCHEDULE

**Easements, Rights and Privileges granted to the Lessee
for the benefit of the Demised Premises**

Full right and liberty for the Lessee, his heirs, executors, administrators and assigns and all owners and occupiers for the time being of the Demised Premises and as appurtenant to the Demised Premises in common with the Lessor and the Management Company and each of them and all other persons who have or may have the like right:-

1. The right to use and enjoy, during the said term, for all proper purposes connected with the use and enjoyment of the Demised Premises as a single private residence, the Common Areas as designated by the Lessor and/or the Management Company and the right at all times by day and by night for the purpose only of the use of the Demised Premises as a single private residence with or without motor cars and all other manner of vehicles howsoever propelled to go, pass and re-pass over and along the roadways and pathways including those forming part of the Common Areas now or at any time within the Perpetuity Period laid on or over the Retained Land.
2. The free passage and running of Utilities from and to the Demised Premises through the Conduits which are now or may at any time within the Perpetuity Period be in, under, over or passing through the Retained Land or any part thereof.
3. The right to connect up with and cleanse, repair and renew the Conduits which are now or may at any time within the Perpetuity Period be in, under or passing through the Retained Land and serving the Demised Premises and to cleanse, repair and renew the same and for the aforementioned purposes on suitable notice to the Lessor and/or the Management Company to enter upon the Retained Land with workmen and others and all necessary implements making good any damage thereby occasioned causing as little damage as possible.
4. The benefit of the like covenants and restrictions to those herein contained imposed by other Apartment Leases and insofar as such covenants and restrictions are intended to benefit the Demised Premises or the Lessee and insofar as the benefit thereof can in law accrue to the Demised Premises or the Lessee.

5. The right to support and shelter for the Demised Premises from any adjoining property on the Retained Land.
6. The right at all reasonable times with or without workmen and others as often as need or occasion shall require to enter upon the Retained Land or any adjoining or adjacent Apartment for such reasonable time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be complied with the Lessee making good forthwith any damage caused (but without liability for temporary inconvenience) such right not to be exercised unless reasonable notice has previously been given except in the case of emergency.
7. The exclusive right to use the balcony (if any) adjoining the Demised Premises ancillary to the use of the Demised Premises as a single private residence subject to the rules and regulations as to the use thereof as may be made by the Lessor or Management Company from time to time and further subject to the right of the Lessor or Management Company and their respective surveyors and agents with or without workmen and others at all reasonable time and notice (except in the case of emergency) to enter onto the balcony (if any) through the Demised Premises or otherwise for the purpose of carrying out repairs to and inspections thereof and for the purpose of the performance of the Management Company and Lessor's respective obligations and duties in relation to the Estate.

THIRD SCHEDULE

Easements Rights and Privileges Excepted and Reserved out of these Presents

There is excepted and reserved out of these presents in favour of the Lessor its successor and assigns and all other parties similarly entitled for the benefit of the Retained Land and any buildings which now or may at any time within the Perpetuity Period be erected thereon and every part thereof the easements, rights and privileges following, that is to say:-

1. Free and uninterrupted passage running to and from the Retained Land and every part thereof of the Utilities through the Conduits that are now or may within the Perpetuity Period be constructed in under or over or passing through the Demised Premises.
2. The right to subjacent and lateral support and shelter from the Demised Premises for the Retained Land.
3. Full right and liberty to execute such works and erections on the Retained Land and every part thereof in such a manner as the Lessor may think fit and notwithstanding that the access of light or air to the Demised Premises may be thereby interfered with.
4. The right to connect up with and (without being obliged to do so) to cleanse, repair and renew the Conduits which are now or may at any time within the Perpetuity Period be in, under over or passing through the Demised Premises and (without being obliged to do so) within the Perpetuity Period to construct in under or over the Demised Premises new Conduits and to cleanse repair and renew same and for the aforementioned purpose to enter upon the Demised Premises with workmen and others and all necessary equipment making good any damage thereby occasioned but not being responsible to any person or body corporate for any temporary inconvenience or damage caused by such works carried out.

5. Full right and liberty with servants or workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon the Demised Premises for the purposes of repairing maintaining or renewing altering or rebuilding the Retained Land or any part thereof or any part of the Demised Premises giving subjacent or lateral support or shelter to the Retained Land and for the purposes of carrying out its obligations under this Lease.
6. All such rights, privileges, easements and quasi-easements as belong to or are enjoyed or intended to be enjoyed by the Retained Land over the Demised Premises.
7. All such rights, privileges, easements and quasi-easements to which the Estate may be subject and which may affect the Demised Premises.

FOURTH SCHEDULE **Lessee's Covenants**

COVENANTS BY THE LESSEE and so that the benefit thereof may be annexed to all the Retained Property and every part thereof.

Any covenant of a negative nature in this Schedule which restrains the Lessee from doing any act or thing shall be read and construed as a covenant by the Lessee not to do or permit or suffer the said act or thing to be done.

1. To pay the Rent at the times and in the manner specified herein without deduction.
2. To pay to the Lessor without any deduction and without exercising or seeking to exercise any right or claim to withhold the same or any part thereof or any right or claim to the legal or equitable set-off, the Service Charge being a proportionate share of the reasonable costs and expenses incurred by the Lessor in carrying out and giving effect to the provisions of the Fifth Schedule hereto and calculated as follows:
 - 2.1. The Service Charge payable by the Lessee shall be $1/X$ of the expenditure from time to time included in the Budget in which the fraction "X" equals the total number of Apartments in the Estate);
 - 2.2. The amount of the Management Services Costs for each financial year shall be ascertained and certified annually by the Accountant, acting as an expert not as arbitrator, as soon after the end of the Financial Year as reasonably practicable;
 - 2.3. The Accountant's Certificate (hereinafter "the Accountants Certificate") shall be conclusive evidence that the Management Services Costs were actually incurred charged and of all others matters therein certified;
 - 2.4. A copy of the Accountant's Certificate will be supplied to the Lessee on written request;
 - 2.5. On the 1st January in each Financial Year after the date of this Lease, the Lessee shall pay to the Lessor such sum in advance and on account of the Service Charge as the Lessor shall in its absolute discretion deem to be fair a reasonable interim payment in respect of the year then commencing;

- 2.6. As soon as may be practicable after the production of the Accountant's Certificate the Lessor shall furnish to the Lessee an account of the Service Charge payable by the Lessee for the period in question due credit being given therein for all interim payments made by the Lessee for such financial year or any part thereof and upon furnishing such account the Lessee forthwith pay to the Lessor any balance due in respect of the Service Charge or there shall be credited to the Lessee and set off against prospective interim payments on account of the Service Charge due by the Lessee any amount which may have been overpaid by the Lessee by way of interim payment.
3. Pay interest at the Interest Rate on any sum which is by any provision of this Lease made payable by the Lessee to the Lessor on demand or on a specified day and which is in arrears for more than fourteen days such interest to run from the date of such demand or the specified day (as the case may be) until the date of actual payment of the said sum and interest at the rate as aforesaid to be paid as well after as before any Judgement or Order of the Court.
 4. Not to do any act or thing which shall be or may be or become a nuisance or annoyance to the Lessor or the owner or occupiers of any other Residential Unit within the Estate or any part thereof.
 5. Not to exhibit on any part of the Demised Premises, any sign, poster or advertisement of whatsoever nature so as to be visible from the exterior of the said dwellinghouse (save that it shall be lawful to exhibit a notice advertising the sale or letting of the Demised Premises other than a sign of a type first approved in writing by the Lessor.
 6. Not to use the Demised Premises for any purpose other than as a single private residence.
 7. Well and substantially to repair, cleanse, maintain, amend and keep the Demised Premises and all buildings thereon and the drains, sewers and pipes thereon to the satisfaction of the Lessor.
 8. To keep the Demised Premises and the Conduits thereon and thereunder in good order repair and condition and at all times to maintain the Demised Premises in a first class decorative condition.
 9. To observe and comply in all respects with and do all such works as required under any Act of the Oireachtas, Statutory Instrument, Regulation, Directive or Rule of Law as directed or necessary to be done on or in respect of the Demised Premises and keep the Lessor indemnified against all claims and demands in respect thereof.
 10. Not to alter the external appearance of the Demised Premises without the approval in writing of the Lessor which plans and specifications must first be submitted to the Lessor and to make those alterations only in accordance with the said plans and specifications first approved.
 11. Not to damage cut maim alter or injure any of the Structural and Utility Elements, principal bearing walls or timbers of the Demised Premises or the wiring, plumbing, pipes or cables of any kind thereon and not to make any structural alterations in or additions to the Demised Premises or any part thereof and not to decorate or alter the external appearance of the Blocks.
 12. Not to place or leave any rubbish or allow the same to be placed or left on any part of the Estate, save in accordance with such arrangements as the Lessor may make for refuse collection.
 13. To pay and discharge all rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever whether parliamentary, parochial, local or other description which are now or may at any time hereafter be charged, taxed, assessed, levied or impose upon or payable in respect

of the demised premises or on the owner or occupier in respect thereof except all Lessor's taxes and to indemnify and keep indemnified the Lessor against or arising out of same or any expense (legal or otherwise) in connection therewith.

14. Not to assign or let part only of the Demised Premises (save by way of Mortgage) and not to demise, assign or underlet for a term in excess of 10 years without first causing such person or persons taking an Assignment or Sub-Lease to become registered as a member of the Management Company.
15. Within 31 days of every such Assignment or Sub-Lease the Lessee shall give notice thereof in writing with particulars to the Lessor's Solicitor or Agent and shall furnish them with a true copy of such instrument for the purpose of registration and for such registration shall pay to the Lessor's Solicitors any reasonable legal costs associated therewith.
16. To ensure that any new owner of the Demised Premises shall if called upon enter into a direct covenant with the Lessor to observe and perform the obligations on the part of the Lessee contained in this Lease.
17. To comply with and observe any reasonable regulations made by the Lessor and/or the Management Company consistent with the provision of these presents governing the use of the Common Areas notwithstanding that such provisions may be restrictive of acts done in the Common Area detrimental to its character or amenity and any reasonable costs or expenses incurred by the Lessor and/or the Management Company in doing works for the improvement of the Common Areas or in providing services to the Lessee and the owners of the Apartments, or Houses shall be deemed to have been properly incurred by the Lessor and/or the Management Company in pursuance of its obligations under the Schedule hereto notwithstanding the absence of any specific covenant or obligation by the Lessor and/or the Management Company to incur them.
18. Not to keep any bird or animal in the Demised Premises which in the opinion of the Lessor may cause nuisance or annoyance to the owners or occupiers of any of the other dwellings within the Estate.
19. Not to allow to pass into the sewers drains or watercourses serving the Demised Premises any noxious or deleterious or other substance which will cause an obstruction or injure the said sewers drains or watercourses and in the event of any such obstruction or injury to make good as soon as practicable all such damage and any damage thereby caused to the Demised Premises to the reasonable satisfaction of the Lessor's Surveyor.
20. Not to place or deposit or allow to be placed or deposited for sale or otherwise outside any part of the Demised Premises any goods articles or things whatsoever and not to obstruct or allow to be obstructed the Common Areas.
21. Not to park or permit to be parked any vehicle in such a way as to encumber obstruct or interfere with the access to or egress from the Apartments or Block.
22. To pay to the Lessor all costs charges and expenses (including legal costs and surveyors' fees) which may be incurred by it incidental to the preparation and service of any notices under the provisions of the Lease and any notices and proceedings under Section 14 of the Conveyancing Act, 1881 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court.

23. Not without the consent in writing of the Lessor and/or the Management Company to erect any external wireless or television aerial satellite dish or other like instrument in or on the Demised Premises. The Lessor/Management Company shall be entitled to impose conditions and restrictions on the Lessee in relation to the positioning and type of such external wireless or television aerial satellite dish or other like instrument.
24. Not to play or allowed to be played any musical instruments, television, radio, loudspeaker or mechanical or other noise making instrument of any kind or permit any singing to be practiced on the Demised Premises so as to cause annoyance to the owners and occupiers if any part of the Estate so as to be audible outside the Demised Premises between the hours of 12 midnight and 9am.
25. Not to hang or permit to be hung or exposed any clothes or other articles in any building on the Demised Premises or the balcony (if any) so as to be visible in front of the Demised Premises.
26. To clean the windows of the Demised Premises as often as may be necessary unless the Company has assumed the obligation to do so.
27. To make good any loss sustained by the Lessor in consequence of any breach by the Lessee or any under-Lease of the Lessee of any covenant or condition herein contained.
28. Not knowingly to do or omit or suffer to be done or omitted any act matter or thing whatsoever the doing or omission of which would make void or voidable any Policy of Insurance of the Estate or whereby the rate of premium thereupon may be increased and forthwith to repay on demand to the Lessor all sums paid by way of increased premiums and all expenses incurred by the Lessor in or about the renewal of such Policy or Policies effected by the Lessor and rendered necessary by a breach of this covenant.
29. To permit the Lessor or Management Company and its agents and workmen and other persons authorised by the Lessor with all necessary appliances at all reasonable times after due notice in writing (except in cases of emergency when no notice shall be required) to enter upon the Demised Premises or any part thereof for the purpose of the reservations hereinafter contained and also to view the state of repair and condition of the Demised Premises and of all defects or want or repair then and there found and to give or leave notice in writing to the Lessee and within two calendar months or sooner if required well and substantially to repair restore and make good the defects according to such notice and the covenant in that behalf hereinbefore contained.
30. To indemnify and keep indemnified the Lessor against all and any expenses costs demands damages and other liabilities whatsoever in respect of the injury or death of any person or damage to any property howsoever arising directly or indirectly out of:
 - 30.1. The state of repair of condition of the Demises Premises;
 - 30.2. The existence of any alterations thereto or to the state of repair or condition of such alteration;
 - 30.3. The user of the Demised Premises;
 - 30.4. Any work carried out or in the course of being carried out to the Demised Premises by the Lessee its servants or agents sub-lessees or sub-tenants;
 - 30.5. Anything now or hereafter attached to or projecting therefrom.

31. To pay the stamp duty (if any) on this Lease and the Counterpart thereof.
32. At the expiration or sooner determination of the said Term quietly to yield up the Demised Premises together with all the Lessor's fixtures and all other fixtures and fastenings that now are or which during the said term shall be affixed or fastened thereto (except Lessee's fixtures) in such good and substantial repair and condition as shall be in accordance with the covenants on the part of the Lessee herein contained.
33. Not to build upon, alter or enclose the balcony/terrace/patio (if any) adjoining the Demised Premises in respect of which the Lessee enjoys an exclusive right for the use thereof.
34. In respect of all Units other than those at Ground floor level to keep the floors of the Demised Premises (other than the floors of the kitchen and bathroom) adequately covered with a resilient material or a material with a resilient base, the thickness of a material (including any backing) being at least 4.5mm and to keep the floors of the kitchen and the bathroom (other than those at Ground floor level) covered in the Demised Premises with cork vinyl or rubber or other suitable material to avoid transmission of sound.
35. Will henceforth observe the covenants on the part of the Lessee (other than the covenant for the payment of rent) and the conditions contained in the title leases insofar as the same relate to the Demised Premises and will at all times keep the Lessor and/or the Management Company effectually indemnified against all actions and proceedings, costs, damages, expenses, claims and demands whatsoever by reason or on account of the breach, non-performance or non-observance of the said covenants and conditions or any of them other than the covenant for payment of rent.

FIFTH SCHEDULE
Covenants by the Management Company

Subject to the payment by the Lessee of the Service Charge hereinbefore provided for the Management Company hereby covenants with the Purchaser:

Part One

1. To keep and maintain the Common Areas in a good and tenantable state of repair and condition and, where appropriate, cultivation PROVIDED that nothing herein shall prejudice the right of the Management Company to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company or to the Common Areas by the negligence or other wrongful act or default of the Lessee or such other person.
2. To inspect, maintain, upkeep, repair, renew and refurbish, replace and cleanse the Conduits and Utilities serving the Estate or any part of it excluding those Conduits and Utilities within and solely serving any one residential unit.
3. To provide such lighting as the Lessor and/or the Management Company may deem necessary and desirable to light the Common Areas.
4. To insure and keep insured the Common Areas in the name of the Lessor and/or the Management Company against any legal liability to any person for loss or damage or personal injury or death in connection with the Common Area and every part thereof or the condition occupation or use thereof or the activities carried on therein or such other risks in relation to

the Common Areas as Lessor and/or the Management Company in its absolute discretion may deem appropriate.

5. If the Management Company shall think fit to employ and engage or provide the services of a porter, caretaker or gardener or such other person or persons the Management Company shall think fit and necessary or desirable to manage conduct and maintain the Common Areas in a condition suitable to high class residential development and without derogation from the generality of the foregoing the Management Company shall be entitled to appoint managing agents and to remunerate them properly for their services and to employ Architects, Surveyors, Solicitors, Accountants, Contractors, Builders and other persons or companies to pay them all proper fees, charges, salaries, wages, costs, expenses and outgoings.
6. To make such arrangements for the storage of refuse and refuse collection as the Lessor and/or the Management Company may think fit.
7. To make such arrangements and regulations for car parking and for designating and allotting car parking spaces in the Common Areas (if such should be necessary) as the Management Company may deem appropriate.
8. To build up a reserve fund to meet contingencies, major repairs and capital replacement.
9. To pay any rates, taxes, assessments and outgoings now or hereinafter to be imposed or payable in respect of the Common Areas.
10. To make, provide and carry out such further things, services and facilities for running the Estate of a high class residential development as the Lessor and/or the Management Company shall in its absolute discretion deem fit, which would including providing such public.
11. To take all reasonable steps to enforce and observe the performance by other members of the Management Company (being the owners of the Apartments and Houses in the Estate) of their obligations arising under their respective Leases and Assignments and their membership of the Management Company.
12. Undertake all such works and arrangements as may be required to be undertaken by any Government Department, Local Authority or other Public Authority or duly authorised officer thereof or any Court of competent jurisdiction acting under or in pursuance of any enactment or otherwise.
13. Shall henceforth perform and observe the covenants on the part of the Lessee and conditions contained in the title leases insofar as they may relate to the Retained Lands and will pay the yearly rent reserved by the title leases and will at all times keep the lessee effectually indemnified against all actions and proceedings, costs, damages, expenses, claims and demands whatsoever by reason or on account of the breach, non-performance or non-observance of the said covenants and conditions or any of them (other than the covenant to pay rent).

PROVIDED ALWAYS that the Lessee expressly acknowledges that the Lessor's and /or the Management Company's obligations under this Schedule and/or under the Assignments in relation to the provision of services are to be read subject to the proviso that in relation to the parts of the Estate and/or the Common Areas not practically completed from time to time the Lessor will only be obliged to perform such of the said covenants obligations and agreements as it in its absolute discretion considers ought reasonably be observed and performed for the proper management and operation of the Estate and having regard to the use of the remainder of the Estate by persons in occupation of any part thereof.

And FURTHER PROVIDED that the provision of the Management Services is subject to and conditional upon:-

- a) The Lessee being a member of the Management Company;
- b) The Lessee paying the Service Charge and the interim payments on account thereof; and
- c) The Lessee complying with all the covenants obligations, restrictions and conditions on the part of the Lessee contained in this Lease.

Part Two

1. Subject to the Lessor/Management Company being able to effect insurance against all or any one or more of the risks hereinafter specified to insure in the name of the Lessor/Management Company the Blocks including the Demised Premises with the interest of the Lessee and all persons having an interest therein noted on such Policy of Insurance and to keep the same insured in the full reinstatement cost (to be determined from time to time by the Lessor/Management Company and including an inflationary factor) against damage by fire explosion lightning impact earthquake aircraft floors, storm, riot, civil commotion and malicious damage or bursting or overflowing of water tanks apparatus or pipes and including demolition and site clearance expenses Architects and other fees and taxes in relation to the reinstatement of the Demised Premises and the Estate and all stamp duties exigible on any building or like Contract as may be entered into relative to the reconstruction reinstatement or repair of the Demised Premises and the Estate or any part thereof resulting from the destruction or loss or damage thereof or thereto from any of the perils aforesaid.
2. In the event that the Block in which the Demised Premises is situate or any part thereof shall be destroyed or damaged by fire or from any of the Insured Risks as hereinbefore defined then (subject to the Lessor/Management Company obtaining Planning Permission and all other necessary permits licences and approvals which shall be applied for by the Lessor/Management Company as soon as possible after such destruction or damage) and as often as shall happen to lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding repairing or reinstating the Block in a good and substantial manner.
3. To inspect, maintain, upkeep, repair, renew and refurbish, replace and cleanse the Structural and Utility elements and the Conduits and Utilities serving the Blocks and not solely serving one Apartment or Duplex Unit PROVIDED that nothing herein shall prejudice the right of the Lessor or Management Company to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company, the Blocks, the Structural and Utility Elements or the Conduits and Utilities by the negligence or other wrongful act or default of the Lessee or such other person.
4. To inspect, maintain, upkeep, repair, renew, refurbish, replace, cleanse and adequately light the internal common areas.

PRESENT when Common Seal of
ALAN COSTELLO BUILDERS
LIMITED was affixed hereto;

PRESENT when Common Seal of
ALDBOROUGH MANAGEMENT
COMPANY LIMITED was affixed
hereto;

SIGNED SEALED and DELIVERED
by THE LESSEE in the presence of:

Dated this day of 200

ALAN COSTELLO BUILDERS LIMITED

One Part

**ALDBOROUGH MANAGEMENT COMPANY
LIMITED**

Second Part

and

Fourth Part

INDENTURE OF LEASE

EF
EUGENE F. COLLINS
SOLICITORS
Temple Chambers
3 Burlington Road
Dublin 4.

OBJECTIONS AND REQUISITIONS ON TITLE

VENDOR: Alan Costello Builders Ltd

P.P.S. No.:

PURCHASER:

P.P.S. No.:

PROPERTY:

YOUR REF:

OUR REF:

AT/BMcC/c25058.15

We certify that the following Requisitions numbered 1 to 44 inclusive are those of the 2001 Edition of the Law Society Objections and Requisitions without alteration or omission (save where omission of an entire category is expressly stated and explained under a category heading) and that the numbering of the requisitions is unchanged from that of the said Requisitions of the Law Society and that the reproduction of the said Requisitions following is by expressed permission of the said Society who are the owners of the copyright therein.

Eugene F Collins Solicitors

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OBJECTIONS AND REQUISITIONS ON TITLE - CATEGORY CONTENTS**CATEGORY NO. & TITLE**

1. Premises.
2. Services.
3. Easements and Rights.
4. Obligations/Privileges.
5. Forestry.
6. Fishing.
7. Sporting.
8. Possession.
9. Tenancies.
10. Housing Private/Private Rented Dwellings Act 1982-1983 (The Acts).
11. Outgoings.
12. Notices.
13. Searches.
14. Incumbrances/Proceedings.
15. Voluntary Dispositions/Bankruptcy.
16. Taxation.
- 16A. Value Added Tax.
17. Non Resident Vendor.
18. Body Corporate Vendor.
19. Land Act 1965.
20. Unregistered Property.
21. Identity.
22. Registered Property.
23. Newly Erected Property.
24. Family Home Protection Act 1976, Family Law Act 1995 and Family Law (Divorce) Act 1996.
25. Family Law Act 1981 and Family Law Act 1995.
26. Judicial Separation and Family Law Reform Act 1989, Family Law Act 1995 and Family Law (Divorce) Act 1996
27. Local Government (Planning & Development) Act 1963.
28. Building Control Act 1990 and any Regulations or Instrument thereunder.
29. Fire Services Act 1981.
30. Safety Health and Welfare at Work (Construction) Regulations 1995.
31. Environmental.
- Excluded 32. Food Hygiene Regulations.
- Excluded 33. Leasehold/Fee Farm Grant Property.
- Excluded 34. Acquisition of Fee Simple under the Landlord and Tenant (Ground Rent) Act 1967.
- Excluded 35. Local Government (Multi Storey Buildings) Act 1988.
36. New Flats/New Managed Properties.
- Excluded 37. Second Hand Flats/Second Hand Managed Properties.
- Excluded 38. Tax Based Incentives/Designated Areas.
- Excluded 39. Milk Quotas.
- Excluded 40. Licensing.
- Excluded 41. Restaurant/Hotel.
- Excluded 42. Special Restaurant Licence.
- Excluded 43. Dancing Music and Singing.
44. Completion.
45. Additions/Notes.

All of the above categories are included in this set except those marked "Excluded" above.

1. If these requisitions are used for the purposes of a mortgage "Vendor" shall read "Borrower" and "Purchaser" shall read "Lender"

2. In these Requisitions any reference to any Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force.

OBJECTIONS ON TITLE

REPLIES

REQUISITIONS ON TITLE

REPLIES

Without prejudice to the foregoing objections (if any) the following Requisitions on Title are made:-

1. PREMISES

1. If any fixtures fittings or chattels included in the sale are the subject of any Lease Rental Hire Purchase Agreement or Chattel Mortgage furnish now the Agreement and on closing prove payment to date or (as the case may be) discharge thereof.

2. Which of the boundaries belong to the property and which are party.

3. In relation to boundaries :

a. Furnish now any Agreements as to repair maintenance or otherwise.

b. Are there any disputes with any adjoining owner.

4. Is the property registered under the National House Building Guarantee Scheme/HomeBond Scheme.

5. If so and if still in force furnish now Guarantee Certificate/Final Notice.

2. SERVICES

1. Is the property serviced with:-

a. Drainage

(i) if so, please state whether by mains, septic tank or other.

b. Water

c. Electricity

d. Telephone

e. Gas

2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the Purchaser.

3. Have the services (including roads lanes footpaths sewers and drains) abutting or servicing the property been taken over by the Local Authority.

4. Furnish letter from the Local Authority or Solicitors Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.

5. If the services are not in charge furnish an Indemnity under Seal.

6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the Purchaser.

No.

It would appear that walls and fences dividing the property from adjoining properties are party walls and fences.

a/b None

Yes. Premier Guarantee.

On Closing.

2.1a/e Yes.

2.2 This is a matter for the Purchaser.

Yes.

2.4 Yes.

Not Applicable.

Not applicable.

REQUISITIONS ON TITLE

REPLIES

3. EASEMENTS AND RIGHTS

1. a. Are there any pipes drains sewers wires cables or septic tank on under or over other property which serve the property in sale.
- b. If there are furnish now evidence of the easement grant or way-leave authorising same.
- c. What are the Vendor's rights and obligations in respect of same.
2. a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind or
- b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability.
- c. If so furnish now details of same.

No other than as reserved in the Lease to the Purchaser.

See Booklet of Title and Lease to the Purchaser.

Ditto.

2a/c Only as per Lease to the Purchaser.

4. OBLIGATIONS/PRIVILEGES

1. Is any road path drain wire cable pipe party wall or other facility (which is not in charge of the Local Authority) used in common with the owner or occupier of any other property.
2. If so what are the Vendor's rights and obligations in respect of the aforementioned.
3. Furnish now any agreements in relation to such user.

4.1 No save as may appear from the muniments of title or as may exist at common law or appear obvious from an inspection of the property.

Ditto.

See Booklet of Title.

5. FORESTRY

1. Is there any timber felling licence in existence.
2. If so furnish now any such licence.
3. Is there any unfulfilled condition requiring the planting or replanting of timber under the provisions of the Forestry Acts.
4. Give full details of such obligation.
5. Have any forestry grants been obtained.
6. If so furnish details and state whether any portion of the grant still remains payable.

No.

6. FISHING

1. Furnish now details of any Fishing Licence or Right appurtenant to the property.

None such affect.

REQUISITIONS ON TITLE**REPLIES**

2. Is the property or any part thereof subject to any Licence or Right.
3. If granted by Deed furnish now a copy of such Deed.
4. Where any such Licence or Right (not granted by Deed) has not been exercised for twenty years furnish on closing affidavit to that effect.

7. SPORTING

1. Furnish now details of any Sporting Licence or Right appurtenant to the property.
2. Is the property or any part thereof subject to any Licence or Right.
3. If granted by Deed furnish now a copy of such Deed.
4. Where any such Licence or Right (not granted by Deed and not reserved to the Land Commission) in the case of :
 - a. Section 18 of the Land Act 1965 has not been exercised for twelve years furnish on closing affidavit to that effect.
 - b. Unregistered land has not been exercised for twenty years furnish on closing affidavit to that effect.

None such affect.

8. POSSESSION

Confirm that clear vacant possession of the entire property will be handed over at closing.

Confirmed on payment of the full balance of the purchase monies.

9. TENANCIES

1. a. Is the property or any part of it let.
- b. If so furnish now the Lease or Tenancy Agreement.
- c. If the Tenancy Agreement is not in writing state and prove the terms of the Tenancy.
- d. If the Tenant has completed a Renunciation under the Landlord & Tenant Act 1994 furnish now copy of same and original on closing.
2. When exactly did the tenant commence occupation of the property.
3. Furnish now names of tenants the rents payable and the gale days.
4. a. Was any security deposit paid by the Tenant at the commencement of the tenancy.
- b. If so the amount thereof should be handed to the

REQS. 9/10

Not applicable the property is under construction.

REQUISITIONS ON TITLE**REPLIES**

Purchaser on closing.

5. a. If the property or any part of it is or was let is it subject to any tenant's claim or future claim for compensation or otherwise.

b. Is the Vendor or his Agent aware of any fact which will or may give rise to any such claim.

6. a. Have any improvements been carried out by the tenant.

b. If so furnish now details thereof.

7. On closing hand over letters addressed to tenants notifying them of the sale and authorising payment of rents to the Purchaser.

8. If the tenancy is one to which the Housing (Miscellaneous Provisions) Act 1992 applies :-

a. Have any Notices been served on the Vendor.

b. If so furnish now copies of same and evidence of compliance therewith.

c. Confirm that the Tenant has been furnished with a rent book.

d. Certified copy Entry in the Register of the Housing Authority showing the property registered and any changes (as the case maybe).

**10. HOUSING(PRIVATE RENTED DWELLINGS)
ACT 1982-1983 (The Acts)**

1. If the property or any part of it is a dwelling within the meaning of The Acts furnish now in respect of each tenant:-

a. The date the tenant commenced to occupy the dwelling.

b. The age and marital status of the tenant.

c. The names and ages of those members of the tenant's family (within the meaning of The Acts) ordinarily residing in the dwelling.

d. Particulars showing the basic rent of the dwelling pursuant to the Rent Restriction Acts 1960 to 1967.

e. Copies of all notices served on or by the tenant.

f. Copies of any orders determining the basic rent of the dwelling or any part thereof.

2. Confirm that the Vendor is the Landlord within the meaning of The Acts.

3. Furnish now:

REQ. 10

Not applicable.

REQUISITIONS ON TITLE

REPLIES

- a. Tenancy Agreement.
 - b. Certificate of Registration with the Local Authority.
 - c. Certificates of Registration of changes in terms of tenancy (if any) with the Local Authority.
 - d. Certified copy Court Order or
 - e. Certified copy Decision of Rent Tribunal or
 - f. Certified copy Decision of Rent Officer.
4. Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act. If so vouch compliance therewith by furnishing Statutory Declaration of the Landlord or his Agent and Certificate of Registration.
 5. Confirm that a Rent Book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.
 6. Has the Rent been paid to date.
 7. a. Have any of the tenants made any improvements within the meaning of The Acts.
 - b. If so have these improvements been taken into account in determining the rent.
 - c. If so what proportion of the rent (if any) has been attributable to such improvements and how was this calculated.

11. OUTGOINGS

1. What is the Rateable Valuation of:
 - a. Lands
 - b. Buildings
2. Has any work been carried out on the property which might result in the valuation being revised.
3. Has any notice or intimation been given of any change in the Rateable Valuation.
4. Give particulars of any remission of rates in force.
5. a. Is there or has there been a separate water rate and/or refuse charge payable.
- b. If so give full particulars naming the party to whom payable, the basis of the charge and furnish now any Agreement or Contract which regulates such payment.
6. Give particulars of any other periodic or annual charge which affects the property or any part of it.

1. None as yet.

11.2/3 No.

11.4 Presumably domestic relief will apply.

11.5a/b Not by Vendor.

a/b Not by Vendor.

11.6 None.

REQUISITIONS ON TITLE

REPLIES

7. Furnish receipts to last accountable date in respect of all outgoings.

11.7 No outgoings.

8. Furnish Apportionment Account together with vouchers necessary to vouch same.

11.8 Not necessary.

9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership.

11.9 Agreed.

12. NOTICES

1. a. Has any Notice Certificate or Order been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice relating to the property or any part of it under the

12.1/3 Not to Vendor's knowledge except for Planning Permission.

Agricultural Credit Acts

Air Pollution Act

Building Control Act

Conveyancing Acts

Derelict Sites Act

Electricity Supply Acts

Environmental Agency Act

Fire Brigade Acts

Fire Services Acts

Forestry Acts

Gas Acts

Housing Acts

Housing (Private Rented Dwellings) Acts

Labourers Acts

Land Acts

Landlord and Tenant Acts

Local Government (Planning and Development) Acts

Local Government (Sanitary Services) Acts

Mineral Development Acts

National Monuments Acts

Office Premises Act

Petroleum and other Minerals Development Acts

Public Health Acts

Registration of Title Act

Rent Restrictions Acts

Safety in Industry Acts

Succession Act

Water Pollution Act

Wildlife Act

or under any other Act or any Statutory Rule Order or Statutory Instrument.

b. Furnish now any Notice Certificate or Order so served or received.

c. Has the same been complied with.

2. a. Has the Vendor served any such Notice.

b. If so furnish copy now.

3. a. Has a Notice of intention to compulsorily acquire the property or to resume possession of the property or any part of it been served on the Vendor or his Agent by any Local or Statutory Authority or Body or person who has

12.3a No.

REQUISITIONS ON TITLE**REPLIES**

power to acquire the property compulsorily.

b. If so furnish copy now.

13. SEARCHES

1. Give the Vendor's full name and present address.

13.1 See Contract for Sale.

2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name.

13.2/3 No.

3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt.

4. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgements (High Court Register of Judgements and Incumbrances affecting Real Estate) Bankruptcy Bills of Sale Sheriff's Revenue Sheriff's Office Companies Office and Planning Office and any acts appearing on any such Search must be explained and/or discharged (where applicable) by Vendor prior to or at closing.

13.4 Noted.

5. Hand over now all Searches in Vendor's possession and furnish the Search provided for in the Contract with a full explanation (and discharge if applicable) of any Acts appearing therein.

13.5 None.

14. INCUMBRANCES/PROCEEDINGS

1. Is the property subject to any:-

14.1a There is a Charge in favour of Bank of Ireland Vendors Solicitors will furnish an undertaking to a Release of the Mortgage as soon as possible after the Closing.

a. Mortgage or Charge. If so, give full particulars. Evidence of Release or Discharge must be furnished on closing.

b. Charge under the Public Health Acts as amended or extended.

14b/c No.

c. Rent charge.

2. a. Has the Vendor or his predecessor in title received any Grant in respect of the property.

14.2 No.

b. If so furnish now particulars including the date of Grant approval.

c. Is any part repayable.

3. Has any judgement been obtained against the Vendor which is capable of being registered as a Judgement Mortgage.

14.3/5 No.

4. Is there any litigation pending or threatened or has any Court Order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person.

5. a. Has any person other than the Vendor made any

REQUISITIONS ON TITLE**REPLIES**

direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby that person has acquired an interest in the property or any part of it.

b. If so furnish now details of the interest acquired or claimed.

15. VOLUNTARY DISPOSITIONS/BANKRUPTCY

If there is a voluntary disposition on Title furnish now in respect of each such disposition:

a. A Statutory Declaration from the Disponer that the disposition was made bona fide for the purpose of benefiting the Disponee and without fraudulent intent or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.

b. If the disposition was made within the past 5 years evidence by way of Statutory Declaration of the Disponer that at the date of the disposition the Disponer was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of

c. A Bankruptcy Search against the Disponer.

16. TAXATION

1. a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass.

b. If so was payment of Estate Duty arising on such passing deferred.

c. If so a certificate of the subsequent discharge of such duty must be furnished in any case where the reversionary interest fell into possession within six years of the date of this sale.

2. Furnish a certificate of absolute discharge from any Capital Acquisitions Tax in respect of any gift or inheritance within the last twelve years or any gift within the meaning of Section 8 of the Capital Acquisitions Tax Act 1976.

3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now:

a. Evidence by way of statutory declaration that the disponent is still alive.

b. Term Assurance/Cash Deposit or other security to cover any additional Capital Acquisitions Tax which may arise by virtue of the death of the donor within two years from the date of the gift.

4. a. Was the property or any part thereof the subject of a discretionary trust as defined by the Finance Act 1984 on

15. a/d No not applicable.

16.1/6 No. Not applicable.

REQUISITIONS ON TITLE

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the 25th January 1984 or at any time thereafter.

b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto.

5. a. Has there been any death on the title after the 17th June 1993.

b. If so furnish Certificate of Discharge from Probate Tax.

6. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a Certificate of Discharge from Capital Acquisitions Tax pursuant to Section 146 of the Finance Act 1994.

7. If the consideration exceeds the Capital Gains Tax Threshold current at the date of this contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish a Certificate under paragraph 11 of the Fourth Schedule to the Capital Gains Tax Act 1975.

8. In the event of such Certificate not being furnished on or prior to completion the Purchaser shall be bound to pay to the Revenue Commissioners 15% of the total consideration.

9. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds the Capital Gains Tax Threshold current at the date of this contract furnish a Certificate under paragraph 11 (6) of the Fourth Schedule to the Capital Gains Tax Act 1975.

10. In the event of the Certificate referred to at 16.9 not being furnished the Purchaser shall be bound to give notice to the Revenue Commissioners of particulars of the transaction in accordance with paragraph 11(7) of the Fourth Schedule to the Capital Gains Tax Act 1975 as amended by Section 34 Finance Act 1982 and to enable the Purchaser to comply with Section 76 of the Finance Act 1995 the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.

11. Where the property in sale consists in whole or in part of residential property as defined in Section 95 of the Finance Act 1983 and the consideration exceeds the Residential Property Tax threshold current at the date of this contract:

a. Was the property previously acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth.

b. If the property was not so previously acquired furnish on or before closing:

i. Certificate of Clearance from Residential Property Tax;

ii. Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses

16.7 Agreed.

16.8 Noted.

16.9/10 No. Not applicable.

16.11 Not applicable.

REQUISITIONS ON TITLE

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after 17th June 1993.

12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp.

If the property is partially residential please furnish now draft stamp duty apportioned form, with Vendor's section completed, for consideration together with Estate Agent's valuation to vouch.

16A. VALUE ADDED TAX

1. History of Vatable Interest

a. When the Vendor acquired its interest in the property was VAT incurred on the acquisition price.

b. Did the Vendor acquire its interest in the property as a transfer of a business or part of a business from another VATable person within the meaning of Section 3(5)(b)(iii) VATA, 1972.

c. Has there been any "development" (within the meaning of the VATA, 1972) on or affecting the property since 1 November 1972.

d. In relation to any VAT incurred in relation to either activities at 1.a, 1.b or 1.c above, did the Vendor become entitled to or recover any element of VAT on the acquisition or development in accordance with Section 12 VATA, 1972.

e. Has the property at any time subsequent to recovering input VAT as indicated at 1.d above, become the subject of a self-supply within the meaning of section 3(1)(e) or 3(1)(f), VATA 1972. If so, please explain.

2. Is the current supply vatable.

a. Is the current disposal a transfer of a business or part of a business to another VATable person within the meaning of Section 3(5)(b)(iii), VATA 1972.

b. Does VAT arise on this transaction at any rate of VAT.

c. If no VAT arises, please explain why.

d. If VAT does arise, please explain why.

e. If VAT does arise, how is the amount of VAT calculated.

3. Vendor Charging VAT.

a. Does the Vendor intend to charge VAT to the Purchaser.

b. Is the current disposal a taxable assignment or surrender of a leasehold interest such that the provisions of Section 4(8), VATA 1972 apply so that the Vendor is not

16.12 Agreed.

16.A. Not applicable.

REQUISITIONS ON TITLE**REPLIES**

accountable for VAT on the supply.

c. Where it is proposed to charge VAT to the Purchaser, please furnish a draft VAT invoice now.

4. Section 4A VATA 1972 Reverse Charge Procedure

a. On the creation of a lease of ten years or more where the Purchaser indicates an intention to avail of the Section 4A VATA 1972 procedure, please confirm that the Vendor will agree to use the Section 4A VATA 1972 procedure.

b. If so, please furnish Form VAT4A with Section A completed.

c. Please confirm that the Vendor will submit the duly completed Form VAT4A to its Inspector of Taxes on a timely basis so as to ensure that Form VAT 4B will be available prior to completion.

5. Other Leasehold Interests

a. Is the property being disposed of the subject of leasehold interests created by the Vendor or its predecessor, or have any such leasehold interests previously existed since 1 November 1972.

b. Where there are any VATable leasehold interests in the property please confirm in respect of each such leasehold interest:-

i. The date of creation of each such lease.

ii. The date of expiry of the leasehold term.

iii. The VAT charged (if any) on the creation of the lease.

iv. Whether the tenant (or its predecessor in title) of any leasehold interest has developed the property (or any part thereof) within the meaning of the VATA 1972 since 1 November 1972.

v. Whether the provisions of any such lease contain an option such that the tenant may extend the lease period.

vi. The VAT life of any such interests.

c. Has there been any surrender, abandonment, ejectment or forfeiture of any such leasehold interest.

d. Please give details of any such events.

e. Has there been any "development" (within the meaning of the VATA 1972) subsequent to any such surrender, abandonment, ejectment or forfeiture.

17. NON RESIDENT VENDOR

1. If the Vendor is non-resident for tax purposes:

a. Confirm that no direction has been served by the

REQ. 17

17.1 Not applicable as Vendor is resident for tax purposes.

REQUISITIONS ON TITLE**REPLIES**

Revenue Commissioners under Section 21(2) Finance (Miscellaneous Provisions) Act 1968 as amended by Section 29 Finance Act 1981.

b. On closing confirm in writing that no such direction has been served up to the time when the purchase monies are actually paid by the Purchaser.

18. BODY CORPORATE VENDOR

1. Confirm that the Vendor Company is incorporated in the State.

18.1 Conformed.

2. Furnish now:-

18.2 a See Booklet of Title.

a. Certified copy Certificate of Incorporation together with Memorandum & Articles of Association Constitution or Rules evidencing the power to acquire hold mortgage or charge and dispose of property and the requirements for sealing documents.

b. Copies of all existing mortgages charges debentures receiverships and winding up Notices.

18.2b No.

3. Furnish on closing in relation to a Company:

18.3a - Agreed.

a. Certificate of Company Secretary that the Company has not executed any charges of any description which are not shown as registered in the Companies Registration Office.

b. Certificate of Company Secretary that no Resolution to wind up the Company has been passed and that no Notice of a meeting at which it is proposed to wind up the Company has issued or been published and that no petition has been presented or is pending to wind up the Company and no steps have been taken to place the Company in Receivership or to have a Receiver or an examiner appointed.

4. If the Company has issued a Debenture containing a Floating Charge prove on closing that the Charge has not crystallised by way of letter from the Holder of the Floating Charge.

18.4 Not applicable.

5. a. Does this transaction involve or form part of a larger transaction involving an arrangement within the meaning of Section 29(1) (a) and (b) of the Companies Act 1990.

18.5 No.

b. If so furnish relevant certificate of the Company Secretary.

c. In respect of all transactions on title since the 1st day of February 1991 (including this transaction) involving such an arrangement furnish now a Resolution in General Meeting of the Company or its Holding Company as the case may be approving the arrangement or alternatively a resolution in General Meeting of the Company or of its Holding Company as the case may be in accordance with Section 29 (3) (c) of the Act for the purpose of affirming the arrangement.

6. a. Does this transaction or any other transaction on title involve or form part of a larger transaction involving a loan quasi loan or credit transaction which is prohibited by Section 31 of the Companies Act 1990.

b. If such transaction is not prohibited by reason of the exceptions contained in Sections 32 to 37 of the Act furnish Certificate of Company Secretary/Auditors to this effect and identifying the nature of the particular exception.

19. LAND ACT 1965

1. Furnish evidence of compliance with Section 45 of the Land Act 1965 in all appropriate cases.

2. Was the ownership of the property vested in a Body Corporate and control of that Body Corporate transferred to a person who was not "a qualified person". If so

(i) Was Notice served under Section 45 (5) of the Land Act 1965 as amended.

(ii) Has any action been taken on foot of any such Notice.

3. Furnish now copy of any Vesting Order made to provide for consolidation with the property sold.

4. Does the present transaction (or in the case of unregistered property any previous transaction) give rise to a letting, sub-letting or subdivision of a holding which requires consent in writing under Section 12 of the Land Act 1965.

a. If so furnish original letter consenting to the letting sub-letting or subdivision of the property under Section 12 of the Land Act 1965 with the appropriate Map; and

b. A letter from the Land Commission or its successors confirming that all relevant conditions in the Letter of Consent to subdivision have been complied with.

In lieu of a. and b. above:-

c. Confirm that the General Consent to subdivision pursuant to S.I. No. 13/77 applies to the present or any past sale.

d. If the property is subject to a Land Purchase Annuity or Land Reclamation Annuity confirm that subdivisions (including the present sale) in excess of 2 hectares have not been effected under the General Consent procedure.

5. If any part of the holding of which the property forms part is situate within the boundary of a County Borough a Dublin County a Borough Urban District or Town confirm that the property is not subject to a Land Purchase Annuity.

19.1/5 No. Not applicable.

REQUISITIONS ON TITLE**REPLIES****20. UNREGISTERED PROPERTY**

1. Furnish now a written Assent by the Personal Representative of any person on the title who died after 31st of May 1959.
2. If all or any of the property is unregistered land the registration of which was compulsory prior to the date of Contract procure such registration prior to completion of the sale.
3. If all or any of the property is unregistered land the registration of which will become compulsory by virtue of this sale furnish now:
 - a. A map of the property complying with the requirements of the Land Registry.
 - b. Vendor's undertaking that if requested to do so within two years from the completion of sale he shall at the Purchaser's expense supply any additional information which he may reasonably be able to supply and produce and furnish any documents in his possession that may be required to effect such registration.
4. Where may the originals of all title documents be inspected.
5. Which of them will be delivered to the Purchaser on completion.
6. If applicable who will give the Purchaser the usual statutory acknowledgement and undertaking for the production and safe custody of those documents not handed over.

20.1/3 No. Not applicable.

20.4 At thh offices of the Vendor's Solicitors.

20.5 As per Contract.

20.6 Not applicable.

21. IDENTITY

1. The identity of the property sold with that to which title is purported to be shown must be proved.

21. See Booklet of Title.

22. REGISTERED PROPERTY

1. Furnish now copies of the following:
 - a. Certified copy Folio written up to date.
 - b. Land Registry Map/File Plan
 - c. Certificate of Redemption Value of any Land Purchase Annuity unless such annuity will be automatically removed.
 - d. Draft Section 72 Declaration, should any such burden affect the property.
 - e. Draft Affidavit to convert possessory title to absolute where relevant.
 - f. In the case of a Transfer of part of a Folio a site map

22.1a See Booklet of Title

22.1b/e Not applicable.

22.1f Agreed.

REQUISITIONS ON TITLE**REPLIES**

complying with Land Registry mapping requirements or a Land Registry Approved Scheme Map.

2. Furnish on closing:

a. Original Land Certificate or in the case of the transfer of part of a folio an undertaking to lodge it in the Land Registry immediately on completion and a letter consenting to its use for the purpose of the registration of the Purchaser's transfer.

b. Where the Land Certificate has not issued confirmation that application has not been made for its issue.

c. Land Registry Map/File Plan

d. In the case of the transfer of part of a folio a site map complying with Land Registry Mapping requirements or a Land Registry Approved Scheme Map together with an undertaking by Vendor to discharge Land Registry mapping queries to include payment of Land Registry Mapping fees.

e. Certificate of Redemption Value.

f. Section 72 Declaration including a paragraph confirming no deaths or voluntary dispositions on title within the past twelve years.

g. If the title is possessory or qualified affidavit or sufficient evidence to enable the Purchaser to convert it to absolute.

3. Confirm that Vendor is the registered owner.

4. Have any dealings been registered on the Folio or are any dealings pending, which are not shown on the Folio furnished.

23. NEWLY ERECTED PROPERTY

1. Furnish now

a. Draft Assurance

b. Draft Site Map.

c. Draft Statutory Declaration of Identity by the Vendor's Architect or other competent person confirming that the entire of the property as shown on the site map and the rights of way easements and the services relating thereto form part of the lands to which the Vendor has shown title.

d. Draft Indemnity in relation to roads footpaths sewers and all services.

e. Draft Indemnity in relation to defects.

f. Floor Area Certificate.

22.2a/b Land Certificate will be lodged in the Land Registry to facilitate the Lease to the Purchaser.

22.2c See Booklet of Title.

22.2d Agreed.

22.2e No.

22.2f Agreed.

22.2g Not applicable.

22.3 The Vendor is in the course of being registered as Owner.

22.4 Application for Registration of the Vendor is pending.

23.1a/b See Booklet of Title.

23.1c Declaration will be furnished.

23.1d Not applicable.

23.1e Included in Building Agreement.

23.1f/g Agreed.

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REPLIES

g. Particulars Delivered Form for completion by the Purchaser.

h. HB.10 HomeBond Scheme Guarantee Agreement.

2. At closing hand over :

a. Original Assurance duly completed assessed for stamp duty or adjudged exempt therefrom with Particulars Delivered Stamp impressed and a Certificate of Compliance with the building or other covenants endorsed thereon.

b. Memorial duly completed.

c. Architect's Statutory Declaration of Identity in accordance with 23.1.c.

d. Indemnity under Seal in relation to roads footpaths sewers and all services.

e. Indemnity under Seal in relation to defects.

f. Architect's Certificate confirming that all buildings have been erected within the confines of the site as per the Deed map.

g. H.B.10 Agreement under the HomeBond Scheme completed by the Vendor.

h. H.B.11 Notice under the HomeBond Scheme.

3. If the property is registered land furnish in addition certified copy of the Assurance.

24. FAMILY HOME PROTECTION ACT 1976 ("the 1976 Act") FAMILY LAW ACT 1995 ("the 1995 Act") AND FAMILY LAW (DIVORCE) ACT 1996 ("the 1996 Act")

1. Is the property or any part thereof the Vendor's "family home" as defined in the 1976 Act, the 1995 Act or the 1996 Act.

2. If the answer to 24.1 is in the affirmative furnish the prior written consent of the Vendor's spouse and verify the marriage by statutory declaration exhibiting therein copy civil marriage certificate and furnish draft Declaration and copy Exhibit now for approval.

3. If the answer to 24.1 is in the negative state the grounds relied upon and furnish now draft statutory declaration with exhibits for approval verifying these grounds.

4. In respect of all "conveyances" (as defined in the 1976 Act) of unregistered property made on or after the 12th

23.1h Premier Guarantee.

23.2a Agreed save that stamping would be a matter for the Purchaser.

23.2b Agreed.

23.2c Architect's Declaration will be furnished on Closing.

23.2d No.

23.2f See Architect's Certificate of Compliance.

23.2g/h Premier Guarantee will be furnished.

23.1a As furnished.

Req. 24, 25 and 26.

The property comprises a newly erected apartment which is being sold by a Limited Liability Company and the Vendors Solicitor's Certificate will be furnished on Closing confirming that the premises is not anybody's Family Home and is not affected by any of the provisions of the Family Law Acts.

REQUISITIONS ON TITLE**REPLIES**

July 1976 furnish spouses' prior written consents where appropriate together with verification of marriage by statutory declaration exhibiting therein copy civil marriage certificate or where consent is not necessary furnish evidence verifying same by way of statutory declaration.

5. a. Did/does the property or any part thereof comprise the "family home" of any person other than the Vendor or previous owner.

b. If so give the name of such person and give the nature of the "interest" as defined in the 1976 Act (if any) in the property.

c. In relation to any such person having an "interest" furnish the prior written consent of that person's spouse to any "conveyance" (as defined as aforesaid) of that person's interest in the property or any part thereof since 12th July 1976 and verify such spouse's marriage by statutory declaration exhibiting therein copy civil marriage certificate.

d. If such person did not have an "interest" as above in the property or any part of it state the grounds relied upon and furnish now draft statutory declaration for approval verifying those grounds.

25. FAMILY LAW ACT 1981 ("the 1981 Act") AND THE FAMILY LAW ACT 1995 ("the 1995 Act")

1. Has there been any disposition of the property to which Sections 3 and 4 of the 1981 Act would apply.

2. If the answer to 25.1 is in the negative furnish statutory declaration verifying this fact on closing and furnish now draft Declaration for approval.

3. If such a disposition was made then the other party to the engagement and the donor must join in the Deed to release and assure his/her/their respective interest(s) in the property.

4. Confirm by way of Statutory Declaration that Section 5 of the 1981 Act (as amended by Section 48 of the 1995 Act) does not affect the property (if such is the case) and furnish now draft Declaration for approval.

26. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 ("the 1989 Act") FAMILY LAW ACT 1995 ("the 1995 Act") AND FAMILY LAW (DIVORCE) ACT 1996 ("the 1996 Act")

1. Confirm by way of Statutory Declaration that no Application or Order has been made under the 1989 Act or the 1996 Act and that no order has been made under the 1995 Act.

2. Confirm that this is not a "disposition" (as defined by the 1989 Act, the 1995 Act or the 1996 Act) for the purposes of defeating a claim for "financial relief" (as

REQUISITIONS ON TITLE**REPLIES**

defined in Section 29 of the 1989 Act) or "relief" (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).

3. If the Vendor acquired the property after 19/9/1989 confirm that he was a bona fide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.

4. Furnish now draft Declaration for approval.

27. LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 ("the Planning Acts")

1. Has there been in relation to the property any development (including change of use or exempted development) within the meaning of the Planning Acts on or after the 1st October 1964.

27.1 Yes

2. In respect of all such developments furnish now (where applicable):-

27.2 See Booklet of Title.

a. Grant of Planning Permission or

b. Outline Planning Permission and Grant of Approval.

c. Building Bye Law Approval (if applicable).

d. Evidence of Compliance with the financial conditions by way of letter/receipt from the Local Authority.

e. Certificate/Opinion from an Architect/Engineer that the Permission/Approval relates to the property and that the development has been carried out in conformity with the Permission/Approval and with the Building Bye-Law Approval (if applicable) and that all conditions other than financial conditions have been complied with.

f. In respect of exempted developments in each case state the grounds upon which it is claimed that the development is an exempted development and furnish a certificate/opinion from an Architect/Engineer in support of such claim.

3. In respect of developments completed after the 1st November 1976 furnish now evidence by way of Statutory Declaration of a competent person that each development was completed prior to expiration of the Permission/Approval.

27.3 No.

4. Is the property subject to:-

a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof.

27.4a Vendor is not aware but Purchasrs should make his own enquiries.

b. Any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase or acquisition for any purpose under the Planning Acts.

REQUISITIONS ON TITLE

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5. Is there any unauthorised development as defined in the Planning Acts.	27.5 Not to the knowledge of the Vendor.
6. If there is any such unauthorised development furnish prior to closing:-	27.6 Not applicable.
a. A retention permission for such development and	
b. (Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than ten years ago) satisfactory evidence from an Architect/Engineer that the drawings submitted on the application for retention correctly show the structure(s) as built and that the conditions (if any) attached to the retention permission have been complied with.	
c. If applicable satisfactory evidence from an Architect/Engineer that the development substantially complies with the Bye-Laws or with the Regulations made under the Building Control Act 1990.	
7. What is/are the present use/uses of the property.	27.7 Private residential.
8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October 1964.	27.8 No.
9. Give particulars of any application for permission and/or approval under the Planning Acts and the Building Bye-laws and state the result thereof.	27.9 See Permission in the Booklet of Title.
10. a. Has any agreement been entered into with the Planning Authority pursuant to Section 38 of the 1963 Act restricting or regulating the development or use of the property.	27.10a No.
b. If so furnish now copy of same.	27.11a. No.
11. a. Has there been any application for or award of compensation under the Planning Acts.	27.12a/b Not applicable.
b. If so furnish now copy of same.	
c. Has a statement of compensation been registered on the Planning Register under Section 9 of the 1990 Planning Act prohibiting development of the property under Section 10 of the said Act.	
12. a. If any development was carried out prior to the 13th of December 1989 and Building Bye-Law Approval was either not obtained or not complied with furnish now Declaration that the development was completed prior to the 13th of December 1989 and that no Notice under Section 22 of the Building Control Act 1990 was served by the Building Control Authority between the 1st June 1992 and the 31st of December 1992.	27.12.a/b Not applicable.
b. Has there been any development carried out since the 13th of December 1989 with the benefit of Building Bye-Law Approval. If so furnish now copy of same and draft Engineer's/Architect's Opinion of Compliance.	

13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date.

27.13 Declined.

28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS "the Regulations")

1. Is the property or any part thereof affected by any of the provisions of the Regulations.

28.1 Yes.

2. If it is claimed that the property is not affected by the Regulations state why. Evidence by way of a Statutory Declaration of a competent person may be required to verify the reply.

28.2 Not applicable.

3. If the property is affected by the Regulations furnish now a Certificate/Opinion of Compliance by a competent person confirming that all necessary requirements of the Regulations have been met.

28.3 See draft Opinion in Booklet.

4. a. Has a Commencement Notice been given to the Building Control Authority in respect of the property.

28.4a Yes.

4. b. If so furnish now a copy of the same.

28.4b See Booklet of Title.

5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations:-

a. A copy of the Fire Safety Certificate must be attached to and referred to in the Certificate of Compliance which should confirm that the works to the property have been carried out in accordance with the drawings and other particulars on foot of which the Fire Safety Certificate was obtained and with any conditions of the Fire Safety Certificate.

5. b. Confirm that no appeal was made by the Applicant for such Certificate against any of the conditions imposed by the Building Control Authority in such Fire Safety Certificate.

6. a. Has any Enforcement Notice under Section 8 of the Building Control Act been served.

28.6a No.

b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person.

7. If any application has been made to the District Court under Section 9 of Building Control Act 1990 furnish details of the result of such application.

28.7 No.

8. a. Has any application been made to the High Court under Section 12 of Building Control Act 1990.

28.8 No.

b. If so furnish a copy of any Order made by the Court and evidence of any necessary compliance with such order by a Certificate of a competent person.

29. FIRE SERVICES ACT 1981 ("the Act")

1. a. Have any Notices been served under the Act.
- b. If so furnish now copies of same.
- c. Are there any proceedings pending under the Act.
2. a. Has the property ever been inspected by the Fire Authority for the functional area within which the property is situate.
- b. If so what were its requirements.
3. Furnish Architect's/Engineer's Certificate of substantial Compliance with any such notices or requirements.

29.1/3 Not applicable.

29.3 No.

30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1995 ("the Regulations")

1. Has any construction work (as defined in the Regulations) been undertaken by the Client (as defined in the Regulations) at or in the premises where the construction stage (as defined in the Regulations) was subsequent to 1 March 1996.
2. If so furnish now copy Safety File containing the information required by the Regulations and furnish (if applicable) original Safety File on completion.

30.1 Yes.

30.2 The Safety File may be inspected by appointment with the Vendors on site.

31. ENVIRONMENTAL

1. Has any notice certificate order requirement or recommendation been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice relating to the property or any part of it under or by virtue of or pursuant to the European Community Act 1972 by way of the implementation of directives for the control or prevention of pollution or preservation or improvement of the environment or any law relating to the Environment whether Irish Law European Community Law any common or customary law or legislation and any order rule regulation directive statutory instrument bye-law or any legislative measure thereunder; ("the Environmental Controls").
2. Furnish now any notice certificate order requirement or recommendation so received.
3. Has the same been complied with?
4. Is the Vendor aware of any breach of the Environmental Controls in respect of the property.
5. If so give full particulars.

31.1 No.

31.2 Not applicable.

31.3 Not applicable.

31.4 No.

31.5 Not applicable.

32. FOOD HYGIENE REGULATIONS

REQUISITIONS ON TITLE

REPLIES

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

33. LEASEHOLD/FEE FARM GRANT PROPERTY

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 ("the 1988 Act")

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as "the Estate")

1. Furnish now for perusal:

a. Site Plan and Floor Plan showing the property coloured or outlined thereon.

b. Certified copy Lease of the common areas to the Management Company (if applicable).

c. Certified copy Contract for the sale of the reversionary interest to the Management Company.

d. Certified copy of the Block Insurance Policy. The name of the Purchaser and, if requested, the interest of the Mortgagee must be noted thereon before completion and evidenced by letter from the Insurance company confirming that it will not cancel lapse or fail to renew the policy without first giving 15 days notice prior to cancellation to the Purchaser/Mortgagee.

e. Certified copy Certificate of Incorporation and Memorandum and Articles of Association of the Management Company.

2. Confirm that on the completion of the Estate :-

a. All the Leases/Conveyances either granted or to be granted are or will be in a similar form to the Lease/Conveyance to the Purchaser. Certificate to this effect to be furnished on closing.

36.1b Certified copy of the Lease of the Common Areas to the Management Company will be handed over when completed in due course and undertaking of this effect will be handed over on the Closing.

36.1c Copy herewith.

36.1d Agreed.

36.1e See Booklet of Title.

36.2 a/e Confirmed.

REQUISITIONS ON TITLE

REPLIES

b. One Management Company will be responsible for the management of the external and/or internal common areas of the entire Estate and all the services relating thereto.

c. The service charge will be divided equally among the number of units in the Estate.

d. The only shareholders/members in the Management Company will be the unit owners.

e. Each of the unit owners will have equal shareholdings or voting rights.

3. Do/will any persons other than Purchasers (in particular the Developer or its nominees) hold shares or voting rights in the Management Company.

4. Is the Developer or the Management Company managing the Estate or has a firm of managing agents been engaged.

5. If a firm of managing agents has been engaged state:

a. the name of the firm.

b. The terms of their engagement including (in particular) the amount of their charges.

c. Whether they are employed by the Developer or by the Management Company.

6. a. Are there Rules of the Management Company other than as set out in the Memorandum and Articles of Association.

b. If so furnish now details of these Rules.

7. a. Is it proposed to establish a sinking or reserve fund or has one already been established.

b. If already established what is the present level of the fund and in whose name is it held.

8. a. Are the accounts of the Management Company available for the previous financial year.

b. If so furnish now a copy of same.

9. What is the amount of the service charge currently payable.

10. Is the Vendor aware of any possible claim against the Management Company's funds.

11. Is the Vendor aware of any proposal by the Management Company to carry out any repair work or incur other expenditure which would substantially affect the charge payable at present.

12. Hand over on closing:-

a. Certified copy Folio showing the Management

36.3 No.

36.4 The Management Company.

36.5 Not applicable.

36.6 No.

36.7 Not initially, but possibly in due course.

36.8 No as this is a new Management Company.

Enquires being made.

36.10 Vendor not aware.

36.11 No.

36.12 a Not applicable.

REQUISITIONS ON TITLE

REPLIES

Company as registered owner or certified copy Deed of Assurance of the reversionary interest to the Management Company or in lieu thereof undertaking of Vendor to furnish same.

b. Share Certificate in or Certificate of Membership of the Management Company in the name of the Purchaser.

c. Certified copy of the Block Insurance Policy with the Purchaser's and (if applicable) Mortgagee's name(s) noted thereon together with a certified copy of the receipt for the latest premium.

13. Is the property a "qualifying" premises within the meaning of

a. Section 23 Finance Act 1981;

b. Section 29 of the Finance Act 1983;

c. Section 27 Finance Act 1988 (as extended).

14. If so, furnish now:-

a. Floor area Certificate.

b. Certificate from Minister for the Environment that the property conforms to the floor area limits and the required standard of construction.

c. Builders Statement of the cost of construction and cost of site acquisition.

d. Confirm that the property has not ceased to be a qualifying premises within the meaning of the relevant Section.

15. Was the entire expenditure on the construction of the property incurred between;

a. 28/1/1981 and 31/3/1984 or

b. 1/4/1984 and 31/3/1987 or

c. 1/1/1988 and 31/3/1992

(or 31/7/1992 if foundations laid prior to 28/1/92)

37. SECOND HAND FLATS/SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as "the Estate")

This entire category is being omitted as it is inapplicable to this transaction.

38. TAX BASED INCENTIVES/DESIGNATED AREAS

This entire category is being omitted as it is inapplicable to this transaction.

36.12b Certificate of Membership will be furnished.

36.12c Agreed..

36.13 The property is located in a "Designated Area".

36.14 Not applicable.

36.15 No.

Not Applicable.

Not Applicable.

REQUISITIONS ON TITLE

REPLIES

39. MILK QUOTAS

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

40. LICENSING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

41. RESTAURANT/HOTEL

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

42. SPECIAL RESTAURANT LICENCE

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

43. DANCING MUSIC AND SINGING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

44. COMPLETION

Hand over on closing the following documents:-

1. Such documents as arise from the foregoing requisitions.

44.1 As per these replies. (See attached sheet

45. ADDITIONS/NOTES

REQUISITIONS ON TITLE

REPLIES

The right is reserved by the Purchaser to make any further objections or requisitions arising out of the above and the answers thereto and on the result of searches

Dated the day of

Solicitor for Purchaser

Noted but not admitted.

Dated the day of

Solicitor for Vendor

Eugene F Collins
Solicitors
Temple Chambers
3 Burlington Road
Dublin 4

VENDOR: **Alan Costello Builders Ltd**

PURCHASER:

PROPERTY:

**OBJECTIONS AND REQUISITIONS
ON TITLE**