

**WARNING: IT IS RECOMMENDED THAT THE WITHIN SHOULD NOT BE COMPLETED
WITHOUT PRIOR LEGAL ADVICE**



Conditions of Sale 2023 Edition

Particulars and Conditions of Sale

Of Lands at Ballynaskeagh, Devlin, Co. Westmeath

***SALE BY AUCTION**

Auctioneer: Lydon Farrell Property
Address: 47 Brews Hill, Abbeyland South, Leighsbrook, Co. Meath

Vendor: Colin Gaynor as receiver over certain assets of Kevin Carroll

Vendor's address: c/o Resolute Advisory, Suite 35 Marina Road, Dun Laoghaire, Co. Dublin

Vendor's Solicitor: Edward Healy Solicitors LLP

Address: 30 Pembroke Street, Dublin 2

Reference: EP-MAR-356-1

Law Society Conditions of Sale 2023 Edition

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Spousal */ Civil Partner Consent (* delete as appropriate)

I, _____ being the spouse of the under named Vendor hereby, for the purposes of Section 3 of the Family Home Protection Act 1976,* / being the civil partner of the under named Vendor hereby, for the purposes of Section 28 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010, consent to the proposed sale of the Subject Property described in the within Particulars at the price mentioned below.

Signed by the said spouse */ civil partner: _____

in the presence of: _____

Memorandum of Agreement

made this _____ day of _____ 2024

Between

Colin Gaynor as receiver over certain assets of Kevin Carroll

PPS Number:

Vendor

Nominated Email Address of Vendor's Solicitor: eoin@edwardhealy.ie

and

PPS Number(s): _____

Purchaser

Nominated Email Address of Purchaser's Solicitor:

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the annexed Special and General Conditions of Sale the property described in the within Particulars at the purchase price mentioned below.

Purchase Price: € _____ Closing Date: Please see condition 19.2

Less Deposit: € _____ Interest Rate: 10% per annum

Balance: € _____

Signed _____
(Vendor)

Signed _____
(Purchaser)

Witness _____

Witness _____

Occupation _____

Occupation _____

Address _____

Address _____

As stakeholder I / we acknowledge receipt of €{•} in respect of deposit.

Signed _____

PARTICULARS AND TENURE
(the "Property")

ALL THAT AND THOSE the property known as Land at Ballynaskeagh, Devlin, Co. Westmeath being the property comprised in Folio 11077 of the register of freeholders County Westmeath

("Subject Property")

HELD in fee simple

And Subject to a Right of Way

And Subject to Sporting Rights

Local Property Tax (LPT) property ID number:

DOCUMENTS SCHEDULE

TITLE

1. Certified Copy Folio and Map 11077 Westmeath (**"Folio"**)

MORTGAGE AND CHARGE RECEIVER DOCUMENTATION

2. Certified copy Mortgage dated 1 September 2014 between (1) Kevin Carroll and (2) The Governor and Company of the Bank of Ireland (**"Mortgage"**)
3. Certified copy Deed of Appointment of Receiver of Colin Gaynor

GENERAL

4. Original Sporting Declaration dated 18 September 2014
5. Original letter of John Prior & Co, Solicitors dated 11 November 2005 (re roads)
6. Replies to Objections and Requisitions on Title
7. Draft Family Home Declaration
8. Draft Section 72 Declaration
9. Draft Deed of Assurance
10. Draft Form of AML Confirmation Letter

SPECIAL CONDITIONS

1. Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions shall be applied for the purposes of these Special Conditions save where varied by the Special Conditions.

The said General Conditions shall apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions.

2. be read and construed without regard to any amendment herein, unless such amendment shall be referred to specifically in these Special Conditions.

~~3.~~ **VAT Special Condition (TBC)**

4. TITLE

- 4.1 Title to the Subject Property shall consist of a current certified copy of the Folio listed at No. 1 in the Documents Schedule hereto and shall be deduced therefrom and no further objection, requisition or enquiry shall be raised in respect thereof

- 4.2 Where the Purchaser is furnished with the Original Deed of Transfer, the Purchaser Accepts same as conclusive evidence of the covenants and conditions comprised within instrument registering the said Original Deed of Transfer. The Receiver shall not produce a copy of the said instrument and no further objection, requisition or enquiry shall be raised in respect thereof.

- 4.3 No further or other title documentation (other than those set out in the Documents Schedule) shall be furnished and the Purchaser shall raise no objections, requisitions or enquiries in respect thereof.

- 4.4 Where any Document is described in the Documents Schedule as a certified copy, the Purchaser shall not be entitled to call for the original. Where any document is described in the Documents Schedule as a copy, the Purchaser shall not be entitled to call for the original or a certified copy of that document and the Purchaser shall raise no further objection, requisition or enquiry in this regard.

- 4.5 The Purchaser Accepts that any party to any of the Documents and/or to any relevant document relating to the Sale has been properly incorporated or established and that each such document has been validly and effectively executed by or on behalf of the relevant party or parties. No further proof or confirmation as to the validity or effectiveness of any such execution shall be sought or furnished.

- 4.6 Save as may be evidenced by the documents produced in the Documents Schedule, the Purchaser shall neither call for any statutory acknowledgment of the right of production and undertaking for the safe custody of documents in relation to the originals of any documents pertinent to the title to be furnished where only copies or certified copies are held by the Vendor.

- 4.7 The Purchaser shall not raise any objection, requisition or enquiry in relation to the non-registration of any instrument on title (if any)

4.8 Right of Way

The Subject Property is subject to a Grant of Right of Way as specified in Instrument Number L.R. 24/39766 in favour of the Land Commission which is registered as a burden at Entry number 2 of Part 3 of the Folio. A copy of this Instrument shall not be furnished to Purchaser and the Purchaser accepts the position and no further document shall be called for or produced by the Vendor and no objection requisition or enquiry shall be raised by the Purchaser in this regard.

4.9 Sporting Rights

The Subject Property is subject to sporting rights specified in Instrument Number L.R. 24/39766 reserved to the Land Commission by Fiat which is registered as a burden at Entry number 3 of Part 3 of the Folio. A copy of the Instrument shall not be called for by the Purchaser or produced by the Vendor and the Purchaser accepts the position. The Sporting Rights declaration listed at No. 4 in the Document Schedule is the only declaration that will be furnished regarding sporting rights and the Purchaser accepts the position in this regard and no further declaration shall be called for or produced and no objection requisition or enquiry shall be raised by the Purchaser in this regard.

5. TRANSFER AND RELEASE OF CHARGES

5.1 The Subject Property is subject to the Mortgage registered at Entry No. 5, part 3 of the Folio. The Purchaser shall conclusively accept that the interest in the Mortgage transferred to Mars Capital Finance Ireland DAC (“**MCFID**”) and is referred to at Entry No. 6, part 3 of the Folio

5.2 If the assurance of the Subject Property is delivered by MCFID pursuant to Special Condition 8.3 then the Purchaser shall rely on Section 21 of the Conveyancing and Law of Property act 1881 or Section 62 (9) and Section 62(10) of the Registration of Title act 1964 and the Vendor shall not be obliged to furnish releases or discharges of any mortgages or charges not ranking in priority to the Mortgage and the provision set out in Special Condition 8.3 shall apply.

6. RECEIVER

6.1 The Purchaser shall conclusively accept without objection, requisition or enquiry that the Receiver has been validly appointed as Receiver of the Vendor by MCFID and that appointment is valid and subsisting and that he has all the necessary capacity to enter into the Sale of the Subject Property and if required join as a party to the Assurance. No further objection, requisition or enquiry shall be raised by the Purchaser in this regard.

6.2 The Purchaser hereby irremovably and unconditionally acknowledges, accepts and agrees that the Receiver is entering into the Sale in his capacity as Receiver over the assets of the Vendor only for the sole purpose of facilitating the Sale and that the Receiver has entered into and signed this Contract as agent of the Vendor. The Purchaser further hereby irremovably and unconditionally acknowledges, accepts and agrees that neither the Receiver nor his estate, his firm, partners, employees, advisors, representatives or agents shall have any liability whatsoever to the Purchaser in connection with the Sale or otherwise arising out of or in connection with the terms and provisions of the Sale or any agreement or matter arising thereto, therefrom or in connection therewith and the receiver shall not be required to give any undertaking, warranty or covenant whatsoever in his capacity as Receiver. If requested to do so by the Receiver the Purchaser shall permit a covenant to this effect to be included in the Assurance. Without Prejudice to the generality of General Condition 44 notwithstanding the completion of the Sale and delivery to the Purchaser of the Assurance of the Subject Property, this Special Condition shall ensure and remain in full force and effect and shall not merge or be extinguished on such completion or delivery.

6.3 Without prejudice to the foregoing, if requested by the Purchaser the Receiver shall join as a party to the Assurance solely to covenant that he has not done or knowingly omitted or suffered or been a party or privy to anything whereby or by any means whereof the Subject Property or any part thereof has been or may be encumbered or affected in any way whatsoever or whereby the Vendor is prevented from assuring the Subject Property or any part thereof.

7. THE AGENT

7.1 The Purchaser shall conclusively accept without objection, requisition or enquiry that the Agent has been validly appointed as Agent by the mortgagee. No further objection, requisition or enquiry shall be raised by the Purchaser in this regard.

7.2 The Purchaser hereby irremovably and unconditionally acknowledges, accepts and agrees that the Vendor is entering into the Sale in it's capacity as mortgagee of the Property. The Purchaser further hereby irremovably and unconditionally acknowledges, accepts and agrees that neither the Vendor and the Agent nor their estate, firm, partners, employees, advisors, representatives or agents shall have any liability whatsoever to the Purchaser in connection with the Sale or otherwise arising out of or in connection with the terms and provisions of the Sale or any agreement or matter arising thereto, therefrom or in connection therewith.

8. STATUTORY DECLARATIONS AND COMPANY SECRETARY CERTIFICATES

8.1 The Vendor's obligations (if any) including those contained in General Conditions 9(b)(iii) and 10(d)) to verify certain facts by way of Statutory Declarations or certificates to be completed by a competent person shall be satisfied by providing a statutory declaration of the Agent verifying such facts to the best of the Agent's knowledge, information and belief from matters of which the Agent has actual notice sine the date of the Agent's appointment save where otherwise appears, and whereso appearing conscientiously believing those facts to be true. The Agent shall provide on closing, limited in the manner referred to in this Special Condition, a Family Law Declaration (and Section 72 Declaration, where applicable).

8.2 The Purchaser shall accept without objection, requisition or enquiry that a company secretary certificate (where applicable) shall not be provided on completion.

8.3 The Assurance shall be executed by MCFID as mortgagee of inter alia the Subject Property and will include an acknowledgment that MCFID. If the Agent in his absolute discretion so requires the Purchaser hereby undertakes to enter into a new contract for sale to acquire the Subject Property from MCFID on the same terms and conditions as this contract for sale save only for any amendments necessary to reflect the change in identity of the Vendor. The said Contract shall include an acknowledgement that MCFID is not in possession of the Subject Property and is not a mortgagee in possession and is not liable as a mortgagee in possession.

8.4 In the event that a third party asserts any legal, equitable, possessory claim or interest or interferes with possession of the property in sale, then the Agent shall be entitled to rescind the contract by notice in writing to the Purchaser unless the Purchaser agrees to proceed without an abatement of price within 5 days of being notified of the purported claim or interest by the Agent.

9. PLANNING AND DEVELOPMENT/ENVIRONMENTAL MATTERS AND DISCLOSURE OF NOTICES

9.1 For the purposes of this special condition 9 "the Planning Acts" shall mean the Local Government (Planning and Development) Acts 1963 to 1999, the Planning and Development Acts 2000 to 2019, the Local Government (Sanitary Services) Act 1878 to 2001, the Building Control Acts 1990 and 2007, the Fire Services Acts 1981 and 2003, the Safety Health and Welfare at Work Acts 2005 and 2010 and any other statutory enactments, amendments, re-enactments thereof and any rules and regulations whatsoever made thereunder and any local authority requirement regulating the use of or the carrying out of works to or the development of property.

9.2 Neither the Vendor nor the Receiver warrants that the Subject Property or any part thereof or the use thereof is in compliance with the Planning Acts. The Purchaser shall be deemed to have satisfied itself/herself/himself/themselves prior to the execution of this Contract as to the full status of the Subject Property in the context of the Planning Acts and the extent to which the Planning Acts have been complied with. No objection, requisition or enquiry shall be raised in relation to any matter connected with the Planning Acts or any planning permissions, fire safety certificates, commencement notices or other statutory consents or procedures whether required or obtained in relation to the Subject Property or the use thereof nor shall the Purchaser call for production of a Safety File held or required pursuant to the Health Safety and Welfare at Work (Construction) regulations. No further or other documentation shall be called for or produced by the Vendor or the Receiver. Strictly without prejudice to the foregoing, the Purchaser is furnished with the documents listed in the Documents Schedule which are the only documents pertaining to Planning that are held by the Receiver.

General Condition 32 is hereby deleted and does not and will not apply to this Sale.

- 9.3 For the purposes of this Special Condition 9 “**Environment**” includes but is not limited to any land (including without limitation soil, surface land and sub-surface strata, seabed or riverbed under any water as referred to below and any natural or manmade structures), any inland waters, surface waters, ground waters and waters in pipes, drains or other conduits and air (including, without limitation, air within buildings and other natural or manmade structures above and below ground); and “**Environmental Laws**” means all laws (whether criminal, civil or administrative) including without limitation common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgments having the force of law in or applicable to Ireland concerning environmental matters and/or protection of the Environment, the use of existence of contaminants or pollutions or of any materials that are or made become noxious, deleterious or prejudicial to health or safety or the stability or integrity of any structure or works and all regulations, directives, bye-laws, orders and codes made under or deriving force or applicability for any such laws. Neither the Vendor nor the Receiver warrants that the Subject Property or any part thereof or any process operated thereon now or in the past complies with Environmental Laws insofar as they relate to the Subject Property. The Purchaser is precluded from making any objection any requisition or enquiry whatsoever in relation to same.
- 9.4 It shall be a matter for the Purchaser to make its own enquiries and satisfy itself as to whether any notice has been served by a Competent Authority. No objection requisition or enquiry shall be raised in relation to any such notice. General Condition 31 is hereby deleted and does not apply to this Sale.

10. IDENTITY

- 10.1 The Purchaser Accepts such evidence of identity as may be gathered from the descriptions and maps in or referred to in the copy Documents. The Purchaser shall be deemed to have satisfied itself prior to the Date of Sale in relation to all matters and issues concerning the identity, boundaries, area and/or extent of the Subject Property and shall not make or raise any objection, requisition or enquiry in relation to any such matters or issues.
- 10.2 Any error, misstatement or omission in or from the Documents or any maps annexed to or referred to in any such Documents or in this Contract shall not annul this Contract or be grounds for any abatement of the Purchase Price or compensation of any kind on either side. The Vendor shall not be obliged to define or identify the various parts of the Subject Property or to reconcile or identify the Subject Property or any part of it or any boundaries with or by reference to the Documents or any maps attaching thereto. The Purchaser has been given the opportunity to inspect the Subject Property prior to signing this Contract and shall be deemed to have entered this Contract with full notice and knowledge of the boundaries, fences, ditches, hedges and walls of or relating to the Subject Property and the extent, shape, area and dimensions of the Subject Property and the means of access to and egress from the Subject Property whether existing or in connection with any potential use or development. The Vendor gives no warranty and makes no representation as to:

the area or boundaries of the Subject Property;

the coincidence of actual boundaries of or in the vicinity of the Subject Property and the boundaries of the Subject Property shown by the title furnished or in the Land Registry or delineated on any map attached to or referred to in this Contract or in the Documents;

any encroachment made by any person on the Subject Property or any part of it; or

any encroachment made by the Vendor or any predecessor in title or occupier on any property adjoining or neighbouring the Subject Property whether in conjunction with the use of the Subject Property or otherwise.

The Purchaser is deemed to have made its own enquiries and to have satisfied itself prior to the Date of Sale in these respects. No objection, requisition or enquiry shall be made or raised in relation to the foregoing matters.

11 STATE OF SUBJECT PROPERTY AND SERVICES

- 11.1 Neither the Vendor nor the Receiver gives any warranty or representations whatsoever in relation to the actual state and condition of the Subject Property including all easements, rights, reservations,

exceptions, privileges, covenants, restrictions, rents, taxes, incidents or enquiry in this regard. The Purchaser shall be deemed to have satisfied itself fully in relation to such matters. The Purchaser shall be deemed to have satisfied itself fully in relation to such matters and no objection, requisition or enquiry shall be raised in respect of same.

11.2 Neither the Vendor nor the Receiver gives any warranty or representations whatsoever that the Subject Property is adequately serviced and also whether it has the benefit of all easements, rights and privileges required for the full and proper use and enjoyment of same. The Purchaser shall be deemed to have satisfied itself fully in relation to such matters and no objection, requisition or enquiry shall be raised in respect of same.

11.3 Neither the Vendor nor the Receiver gives any warranty or representation whatsoever in relation to the state or condition (including without limitation the state of repair) of the Subject Property or its suitability for any development or use or for any other purpose. The Purchaser shall be deemed to have satisfied itself fully in relation to such matters and no objection, requisition or enquiry shall be raised in respect of same

11.4 The Purchaser is deemed to have entered into this Contract with full knowledge of, and conclusively Accepts, all the contents of and the nature and extent of any rights, restrictions, covenants, agreements, easements, reservations and obligations as referred to in the Documents. It is agreed that General Condition 13 shall not apply to the Sale. General Condition 14 shall be read as if the words "Subject to Condition 13" had been deleted from it. The Purchaser shall be deemed to have Accepted the position (a) in relation to all easements, rights (including without limitation any rights of way, water, light and drainage), reservations, exceptions, privileges (including without limitation any watercourses and drains), covenants, conditions, restrictions, rents, taxes, incidents of tenure and liabilities affecting the Subject Property or any part of it and (b) whether or not the Subject Property is adequately serviced and whether or not it has the benefit of all or any easements, rights and privileges that would be required for the full and proper use and enjoyment of or any existing or potential development to the Subject Property or any part of it. The Purchaser Accepts the Subject Property as it is and shall take the Subject Property as it finds it on Completion. No objection, requisition or enquiry shall be made or raised in relation to these matters.

11.5 The Purchaser is deemed to have satisfied itself prior to the Date of Sale regarding the roads, paths, laneways and services serving the Subject Property or which may be required in connection with any potential use of or development to the Subject Property and the extent (if any) to which any roads, paths, laneways and/or services to and/or abutting the Subject Property or any potential use of or development to it have been taken in charge by any Competent Authority. Neither the Vendor nor the Receiver give any warranty or representation in this regard and shall not furnish any documentation in relation to roads and services abutting the subject property or confirmation as to whether same are in charge and no objection, requisition or enquiry shall be made or raised in this regard.

12 FIXTURES FITTINGS AND CONTENTS

12.1 To the extent that any fixtures and fittings and contents remain in the Subject Property on the date of completion of the sale, same shall pass by delivery to the Purchaser on completion and same are not to be considered as being included in the contract price and the Receiver shall not be under any obligation whatsoever to provide any valuation in relation to such contents nor does the Receiver give any warranty whatsoever either express or implied in relation to the value of any fixtures, fittings or contents.

12.2 The Purchaser hereby irrevocably Accepts that neither the Vendor nor the Receiver give any warranty or guarantee either express or implied, whatsoever in relation to the Vendor's title to the contents, fixtures and fittings or the state, condition or fitness for use of the fixtures and fittings and contents and it shall be solely a matter for the Purchaser to satisfy itself in relation to same and the Sale of Goods and Supply of Services Act 1980 (as amended) does not apply to any fixtures and fittings and contents.

12.3 The Purchaser shall not call upon the Vendor or the Receiver to remove from the Subject Property any contents, rubbish, spoil, fittings, machinery, advertising or promotional material or signs or any other objects on or in the Subject Property whether owned by the Vendor or not and shall not delay the completion of the Sale on account of the state of the Subject Property in this regard. General Condition 17 is hereby deleted

13. OUTGOINGS

13.1 A certificate of exemption or discharge from NPPR from the Local Authority for the years 2011, 2012 and 2013 (inclusive) shall be provided by the Agent on completion. Where such Certificate is not available, the Purchaser will accept the Agent's Undertaking to procure same within a reasonable time frame following completion.

13.2 The Agent shall discharge the Household Charge and LPT for 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023 and 2024 and the LPT for 2024 shall be apportioned as between the Vendor and the Purchaser in accordance with the provisions of General Condition 23. An LPT print out shall be provided by the Agent on completion. Where such LPT print out is not available, the Purchaser will accept the Agent's Undertaking to procure same within a reasonable time frame following completion.

13.3 The Agent shall not be obliged to provide evidence of payment of any water rates or refuse charges or any other outgoings or utility bills other than set out in 13.1 and 13.2.

14. BUILDING ENERGY RATING CERTIFICATE

14.1 The Purchaser Accepts that the Vendor has complied with his obligations (if any) under the European Communities (Energy Performance of Buildings) Regulations 2006 – 2009 and shall raise no objection, requisition or enquiry regarding the Building Energy Rating Certificate or Advisory Report furnished in respect of the Subject Property and purchases the Subject Property with knowledge of the contents thereof and shall not require any further or other documentation pursuant to the said legislation.

14.2 The Purchaser agrees that the provision of the Building Energy Rating Certificate Report (including Advisory Report and Certificate) by the Vendor is not an acceptance by the Vendor that the Building Energy Rating of the Subject Property and indicated in the Building Energy Rating Certificate is correct or that any works indicated in the Advisory Report should be carried out. The Purchaser acknowledges that it purchases the Subject Property "as is" and shall to require the Vendor to carry out any of the works referred to in the Building Energy Rating Certificate or Advisory Report.

15. SEARCHES

15.1 Neither the Vendor nor the Receiver provides any warranty or representation whatsoever as to the accuracy of explanations appearing on any prior searches provided to the Purchaser whether or not such explanations have been signed and dated or not.

15.2 Neither the Vendor nor the Receiver will be required to explain or discharge any judgments, lis pendens, mortgage debentures or any other acts (if any) appearing on searches since the date of the Mortgage and the Purchaser shall not call upon the Vendor to provide explanations to any searches in respect of any act or dealing prior to the date of transfer of the Mortgage to MCFID. General Condition 15 is varied accordingly.

16. PURCHASERS DUE DILIGENCE

The Purchaser has been furnished with replies to Objections and Requisitions Title which said replies are limited in accordance with this Contract prior to signing the contract and has been afforded the opportunity to carry out any title and other physical, financial and other due diligence which it wishes to carry out in respect of the Subject Property. The Purchaser Accepts that it has completed its due diligence before entering into this Contract for Sale and shall not be entitled to raise any objection, requisition or enquiry. The Purchaser accepts that the only documents which the Vendor shall be

obliged to provide are those documents listed in the Documents Schedule (subject to any specific provisions herein contained in relation to the provision of such documents), any documents which the Vendor has agreed to provide in the replies to Requisitions Title (where the Vat Clause at Special Condition 3 has not been deleted, the Pre-Contract VAT Enquiries), a proper deed of assurance of the Subject Property to the Purchaser, a Family Law Declaration of the Vendor and any other documentation which the Vendor has specifically agreed in this Contract for Sale to provide, and the Vendor shall not be obliged to provide any further or other documentation and the Purchaser shall not be entitled to delay completion because of the non-provision of any other documentation.

17. RISK – INSURANCE

The Vendors liability under General Condition 39 is (in addition to the limitations imposed by General Condition 40) limited to the extent of the insurance cover (if any) available to the Vendor for the Subject Property. Neither the Vendor nor the Receiver warrant or represent that any insurance cover is or will be carried.

18. NO TURN/SUB-SALE

The Purchaser shall not assign, novate, sub-sell or otherwise dispose of its interest in the Subject Property under this Contract. The Vendor shall only be obliged to procure that the Vendor executes a deed of assurance of the Subject Property in favour of the Purchaser and not in favour of any other person or body.

19. DEPOSIT, CLOSING DATE AND COMPLETION

19.1 Lydon Farrell Property and the Vendor's Solicitors will hold the deposit payable under this Contract as agent for the Vendor acting by its Receiver and not as stakeholder and General Condition 4(d) of the Law Society General Conditions of Sale is amended accordingly.

19.2 The Closing Date shall be the date that is 14 days from the date of this Contract. On the Closing Date, the Purchaser shall discharge the balance purchase monies due under this Contract by electronic funds transfer to the Client Account of the Receiver's Solicitors as follows:

Edward Healy Solicitors LLP Client Account
Bank of Ireland, Baggot Street, Lower,
BIC: BOFIE2D
Sort Code: 90 14 90
Account Number: 94 46 08 40
IBAN: IE21 BOFI 9014 9094 4608 40
Ref: EP-MAR-356-1

19.3 General Conditions 21(c) and 21(d) are hereby deleted. For the avoidance of doubt the Vendor shall not be obliged to complete the sale unless and until the Vendor has received all monies payable pursuant to this Contract including all interest due to the Vendor PROVIDED ALWAYS that the Vendor shall be entitled to require completion to take place strictly without prejudice to the right of the Vendor to pursue its claim for interest.

19.4 General Condition 36(b) shall be amended so that the time frame of 28 days referred to therein is reduced to 7 days.

20. COMPULSORY REGISTRATION

Neither the Vendor nor the Receiver shall deal with any queries post completion of the sale save and except queries in respect of execution of documents by the Receiver and/or the Mortgagee in Possession. The Receiver and MCFIDAC have limited knowledge of the Subject Property and has provided all documents in his/its possession to the Purchaser. General Conditions 24 and 25 are hereby deleted.

21. FUNDING

The Purchaser warrants and confirms to the Vendor that the Purchaser has the necessary funds to complete the purchase of the Subject Property.

22. NO WAIVER

A waiver by any party of any breach of any of the terms, provisions or conditions of this Contract or the acquiescence of such party in any act or omission which would be but for such acquiescence be a breach as aforesaid shall not constitute a general waiver of such terms, provisions, or conditions or any subsequent act contrary thereto.

23. ANTI-MONEY LAUNDERING (AML)

23.1 On or before the date that is seven days from the date of this Contract (the “**AML Longstop Date**”), the Purchaser will provide MCFID with such confirmations, documentation, or information as they require. A letter in the form letter identified as the Form of AML Confirmation Letter in the Document Schedule must be completed to the vendor’s satisfaction, signed and returned by the Purchaser with any relevant accompanying documentation within the said timeframe.

23.2 The Purchaser accepts that the Vendor shall not be obliged to complete the sale until these AML requirements have been satisfied.

23.3 The Purchaser accepts that if they have not produced the requested AML confirmations and information to the satisfaction of the Vendor by the AML Longstop Date, the Purchaser will be deemed to be in material breach of this Contract and the Vendor shall be entitled in its sole discretion to either:

terminate this Contract forthwith by service of written notice on the Purchaser to that effect, in which event the Vendor shall be entitled to retain the deposit paid by the Purchaser absolutely to discharge, inter alia, the Vendor’s costs incurred in relation to the sale including but not limited to auction, legal, valuation, receivership and tax. The Purchaser accepts the Vendor’s entitlement to retain the deposit funds on such termination of this Contract and General Condition 47 (b) is amended accordingly; or

elect, by service of written notice on the Purchaser, to extend the AML Longstop Date by such period as is specified in the notice, and in such event the provisions of this Special Condition shall continue to apply.

23.4 The Purchaser warrants and confirms that the Deposit paid under this Contract is from a legitimate source and is not in whole or in part the Proceeds of Crime (as defined in the Proceeds of Crime Act, 1996 (as amended) or emanating in whole or in part from Criminal Conduct or Proceeds of Crime Conduct (as defined in Part 2 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended or Terrorist Financing as defined in the Criminal Justice (Terrorist Offences) Act 2005.

24. EXCLUSION OF PERSONAL LIABILITY

The Purchaser hereby expressly acknowledges that the Receiver is executing this Contract in the Receiver’s capacity as receiver of the Vendor only and for the sole purpose of facilitating the acquisition of the Subject Property by the Purchaser and the Purchaser further expressly acknowledges that any personal liability of the Receiver and/or other partner of the Receiver’s firm arising out of, under or in connection with the terms and provisions of this contract is hereby excluded and the Receiver and/or any other partner of the Receivers firm shall not be under any liability to the Purchaser affecting the assets of the Receiver or any other partner of the Receivers firm personally and his agents or their estates.

25. LIMITATION OF LIABILITY

The liability (if any) of the Vendor hereunder shall be limited to the amount of cash representing unencumbered assets collected by the Receiver in the course of his duties as receiver of the Subject Property and not expended or distributed.

26. CONFIDENTIALITY

The Purchaser agrees that the details of the sale and any information provided to the Purchaser or its advisors by the Vendor shall be kept confidential and in particular no statement shall be made or given to the media other than such as may be agreed between the parties. Nothing in the Special Conditions shall prevent the Purchaser from disclosing information to the solicitors, architects, engineers, bankers, accountants, agents or other professional advisors and persons necessary to enable the sale to complete or as may be required to comply with law, provided that the Purchaser and Vendor shall ensure that any such third party shall undertake to observe the contents of this confidentiality obligation.

27. MANAGEMENT COMPANY DOCUMENTATION

Where the property is in a managed estate, the Purchaser accepts the documentation which has been provided (if any) in respect of the management company for the development (if any) of which the Subject Property is part and the information in relation to the management of the development and the management structure for the development as is. The Receiver will upon completion provide copy, certified copy or originals of the relevant documentation which he holds. The Vendor shall not be obliged to procure the issue of shares in the management company or ascertain any other information in relation to the management or insuring of the development and no issue in relation to the management structure or the management company or the management of the development shall affect or delay completion or entitle the Purchaser to any recourse against the Vendor or the Receiver and it shall be a matter for the Purchaser to deal with any issues in relation to the management company subsequent to completion of the sale. The Purchaser shall not raise any further objection, requisition or enquiry in this regard. The information provided in relation to the management company, the management structure and the management and insurance of the management company provided by the Vendor has been provided by third parties and the Vendor does not provide any representations as to the completeness, accuracy or currency of same and the Purchaser shall raise no further objection, requisition or enquiry in this regard.

28. ENTIRE AGREEMENT AND REPRESENTATIONS

The Purchaser agrees and Accepts that:

- i. no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, map, plan, letter, report or handout issued by or on behalf of the Vendor or its respective employees, agents, representatives, solicitors or consultants in respect of the Subject Property (whether or not in the course of any representation or negotiations leading to the execution of this Contract) shall constitute a representation inducing the Purchaser to enter into this Contract or the Sale or any condition or warranty forming part of this Contract or the Sale;
- ii. any information, statement, description, quantity or measurement so given or contained in any such advertisement, brochure, map, plan, letter, report or handout issued by or on behalf of the Vendor or its respective employees, agents, representatives, solicitors or consultants are for illustration purposes only and are not to be taken as matters of fact;
- iii. any mistake, omission, inaccuracy or misdescription given orally or in the form of any advertisement, brochure, map, plan, letter, report or handout by or on behalf of the Vendor or its respective employees, agents, representatives, solicitors or consultants (whether or not in the course of any representation or negotiations leading to the execution of this Contract) shall not give rise to any right of action, claim or entitlement to compensation against or from the Vendor or its respective employees, agents, representatives, solicitors or consultants under this Contract or in relation to the Sale or otherwise or any right of rescission or termination; and
- iv. any statement, representation or warranty whatsoever made by the Vendor or its respective employees, agents, representatives, solicitors or consultants during the course of negotiations leading to the

execution of this Contract which are not contained and set forth in this Contract are treated as having been withdrawn and extinguished and will have no force or effect at law or in equity whatsoever;

- v. the provisions of this Special Condition shall not apply to the Replies to Law Society Requisitions or written replies given by the Vendor's Solicitors to the Purchaser's Solicitors written pre-contract enquiries;
- vi. this agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and extinguishes any representations or warranties (if any) previously given or made excepting those contained in this agreement and no variation shall be effective unless agreed and signed by the parties or by some person duly authorised by each of them; and

General Condition 29 shall be read subject to this Special Condition.

29. POSTAL CLOSING

At the discretion of the Vendor's solicitor, the completion of the within transaction shall take place at the Vendor's Solicitors Office, or through the DX Service or by registered post. In such circumstances the Purchaser shall pay the balance of the Purchase Price by 12.00 noon no less than one working date prior to the Closing Date and the Vendor's Solicitor shall not be required to dispatch the completion documents until the balance Purchase Price has been received and full value is available to the Vendor.

30. NOTICES

Any notices to be given to or served on the Vendor on foot of the Conditions shall only be given in accordance with General Condition 45(b)(iv). General Condition 45 is amended accordingly.

31. SEVERANCE

If any term, provision, clause or sub-clause of this Contract shall in whole or in part be held by a Court to be unlawful void or unenforceable under any enactment or rule of law that term, provisions, clause or sub-clause or part thereof shall to be the required extent be severed from and deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract shall not be thereby adversely affected.

32. CAPTIONS

The caption heading in these Special Conditions are for convenience purposes only and shall not form part of this agreement.

33. COSTS AND EXPENSES

Each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and implementation of this Contract for Sale and all other agreements forming part of the sale and purchase of the Subject Property.

34. COUNTERPARTS

This Contract for Sale may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Contract for Sale (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract for Sale. If either method of delivery is adopted, without prejudice to the validity of the contract thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

35. HEADINGS

The headings in these Special Conditions are for convenience purposes only and shall not form part of this Contract.

36. ELECTRONIC SIGNATURES

Each party agrees that this Contract may be electronically signed, and that any electronic signatures appearing hereon are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

37. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the Republic of Ireland

38. ARM'S LENGTH TRANSACTION

The Purchaser warrants that this purchase is an arm's length transaction and the Purchaser warrants having no relationship whatsoever with the Borrower over whose assets the Receiver has been appointed as Receiver.