

LAND REGISTRY

COUNTY CORK

PART FOLIO 4289

TRANSFER made the 3rd day of February 2005

A. Definitions:-

- (i) the "plan" means the plan annexed hereto;
- (ii) the "estate" means those parts of the lands comprised in Folio 4289 of the Register of Freeholders County Cork laid out in a building estate called "Ard Na Si", Banteer, County Cork.
- (iii) "the sold land" means the plot of ground described in the First Schedule hereto;
- (iv) "the retained property" means so much of the estate that does not comprise the sold land
- (v) Where two or more persons together constitute the Purchaser the covenants and certificate on the part of the Purchaser shall be deemed to be joint and several covenants by such persons;
- (vi) The masculine includes the feminine and neuter genders;
- (vii) The singular includes the plural;

B. O'Brien & O'Flynn (Wilton) Limited (the person entitled to be registered as owner) (hereinafter and in the several schedules hereto called "the Vendor") has laid out the Estate in plots for development as a residential building estate and has caused a common form of Transfer (being in substantially the same form as this Transfer) to be prepared for use in the sale of each plot.

C. The Vendor has agreed with Denis Leahy and Kevin Murphy (hereinafter and in the several Schedules hereto called the Purchaser) for the sale to the Purchaser for the sum of €110,000.00 (inclusive of VAT) of the sold land free from encumbrances and it has been agreed that to give effect to the development mentioned in recital "B" this Transfer shall contain the covenants, conditions, exceptions and reservations hereinafter and in the Schedules hereto contained.

- (1) In pursuance of the said agreement and in consideration of the sum of €110,000.00 now paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby acknowledge) and the covenants on the part of the Purchaser hereinafter contained the Vendor as the persons entitled to be registered as owners hereby TRANSFER unto the Purchaser ALL THAT AND



THOSE the sold land TOGETHER WITH the benefit of the easements, rights and privileges specified in the Second Schedule hereto but insofar only as same related to the sold land EXCEPTING AND RESERVING unto the Vendor the easements, rights and privileges specified in the Third Schedule hereto TO HOLD the same unto and to the use of the Purchaser in Fee Simple. as tenants in common.

The address of the Purchaser in the State for service of notices and his/her/their description is/are :

- (2) The Purchaser hereby covenants with the Vendor to perform and observe the covenants, conditions and stipulations set out in the Fourth Schedule to the intent that the Burden of such of the same covenants as are set out in Part I of the Fourth Schedule hereto shall run with and bind the sold land and every part thereof and that the benefit thereof may be annexed to the retained property and every part thereof.

- (3) AND the Purchaser hereby assents to the registration on the Folio to be opened in respect of the sold lands of the easements rights and privileges specified in the Third Schedule and the restrictive covenants and conditions and stipulations specified in Part I of the Fourth Schedule hereto as burdens on the said property.

AND the Vendor hereby assents to the registration of the easements rights and privileges specified in the Second Schedule hereto as burdens on the property comprised in Folio 8186 Co. Cork insofar as any easements, rights and privileges are located therein.

IT IS HEREBY CERTIFIED that the Department of Agriculture and Food has consented to the sub-division of the within lands pursuant to Section 12 of the Land Act, 1965.

IT IS HEREBY FURTHER CERTIFIED that

- (a) that Section 29 of the Stamp Duties Consolidation Act, 1999 does not apply to this instrument.
- (b) that the consideration for the sale is wholly attributable to property which is not residential property. and that the transaction affected 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 which is attributable to property which is not residential property exceeds €100,000

IN WITNESS WHEREOF the Vendor and the Purchaser have set their hands and affixed their Seals the day and year first herein WRITTEN.

FIRST SCHEDULE

ALL THAT AND THOSE that plot of ground being part of the lands described in Folio 4289 of the Register of Freeholders County Cork and now known as Site No. 30, "Ard Na Si", Banteer, County Cork as more particularly delineated and edged red on the plan attached hereto.

SECOND SCHEDULE

EASEMENTS RIGHTS AND PRIVILEGES granted to the sold land and any building thereon.

Full right and liberty for the Purchaser his heirs, executors and administrators his and their servants agents workmen licensees tenants and undertenants in common with the Vendor and all other persons who have or may hereafter have the like right.

1. At all times by day and by night and for the purpose only for the erection of a dwellinghouse on the sold land as hereinafter provided and the use of the sold land with the said dwellinghouse thereon for the purpose only of a single private or professional residence with our without horses, carts, motor cars, and motor lorries and all other manner of vehicles howsoever propelled or drawn laden or unladen to go pass and repass over and along all roadways and footpaths now laid over or at any time within twenty-one years from the date of this Indenture laid leading from and to the sold land to and from the public road.
2. The free passage and running to and from the sold land of water, soil, gas, electricity, telephone signals, oil and heating fuels and other services through all pipes, drains, sewers, mains, ducts, conduits, cables, wires now in, under or over or at any time within twenty-one years from the date of this Indenture to be in, under or over the retained property or any part thereof.
3. The right to connect up with and to cleanse and repair the said pipes, drains, sewers, mains, ducts, cables and wires and for that purpose to enter the retained property or any part thereof with workmen and others all necessary equipment

making good any damage thereby occasioned but not being responsible for any temporary damage thereby occasioned.

THIRD SCHEDULE

EASEMENTS, RIGHTS AND PRIVILEGES excepted and reserved out of and over the sold land and to be for the benefit of and appurtenant to the retained property and every part thereof.

1. The free passage running to and from the retained property or any part thereof of water, soil, gas, electricity telephone signals, oil and heating fuels and other services through all pipes, drains, sewers, mains, ducts, cables and wires now in, under or over or at any time within twenty-one years from the date of this Transfer to be in, under or over the sold land.
2. The right to connect up with and to cleanse, repair, renew the said pipes, drains, sewers, mains, ducts, conduits, cables and wires and to cleanse repair and renew the same AND for the aforementioned purposes to enter upon the sold land with workmen and others and all necessary equipment making good any damage thereby occasioned but not being responsible for any temporary inconvenience or damage caused by such works.
3. Notwithstanding that the estate has been designed for development as a building estate for residential purposes the Vendor shall not be under any obligation to compete such development and may alter such development in such manner as it may wish and there is reserved unto the Vendor full right and liberty to execute such works and erections upon the retained property or any part thereof in such manner as it may think fit and notwithstanding that the access of light and air to the sold land and the buildings thereon may thereby be interfered with.

FOURTH SCHEDULE PART I

COVENANTS BY THE PURCHASER and so that the benefit may be annexed to all the retained property and every part thereof.

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

1. Not to do any act or thing which shall be or may be or become a nuisance or annoyance to the Vendor the owner and occupiers of the estate nor which shall in any way prevent the taking in charge of the services of the Local Authority.
2. Not to exhibit on any part of the sold land or in the dwellinghouse 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 sold land with the dwellinghouse thereon, other than a sign of a type first approved of in writing by the Vendor exhibiting a house name.
3. Not to use the sold land for any purpose other than as a single private or professional dwellinghouse with the usual out-offices.
4. Once the final black top tarmacadam road shall have been laid on the estate roadways by the Vendor, the Purchaser shall not use or cause to be used any track machines in the course of construction on the site in sale. Rubber tyred machines only shall be used.

PART II

1. At his own cost within 30 calendar months from the date hereof (and in this regard time shall be of the essence) erect, cover in and finish, fit for immediate occupation and use in a substantial workmanlike manner a dwellinghouse in accordance with a planning permission to be obtained by the Purchaser and in compliance with all consents, approvals and with all relevant bye-laws statutes regulations and orders relating thereto.
2. Well and substantially to repair, cleanse, maintain, amend and keep the sold land and all buildings thereon and the drains, sewers and pipes thereof with all necessary reparations cleansings and amendments whatsoever.

Surveyed 2001
Revised 2001
Levelled

Rural PLACE Map



139031
98279

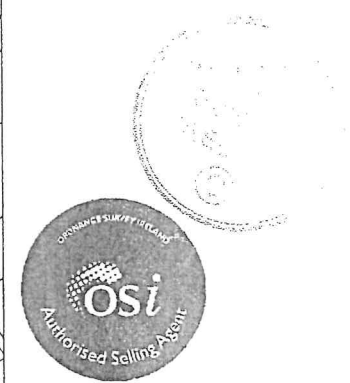
ITM CENTRE PT. COORDS.

538580,598028

DESCRIPTION

MAP SHEETS

1:2500
5948-D



Produced by National Map Services,
The Court House Chambers,
27/29 Washington Street,
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139031

ÁRD NA SÍ DEVELOPMENT, BANTEER
SCHEME MAP
J.B. BARRY & PARTNERS
NAT SIMON B.E.
31/03/05

7.17

72.5

1.13

Banteer House

2.49

0.91

5.09

3.31

Banteer

0.69

74.0

Church (Cath)

Car Park

2980 LAND REGISTRY
**Scheme Map Approved
For Registration Purposes**

Warning

If this approved scheme map is altered difficulties
and delays will arise. Please inform the Registrar
immediately of the proposed changes to the map.

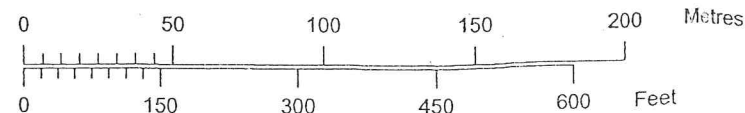
Dated 1st of APRIL 2005

SITES 1-38 "ÁRD NA SÍ"

Fiona Gray

P.F. Chief Superintendent Mapping Branch

Scale: 1:2,500
Scála: 1:2,500



Plot Ref. No. 1015539_1_6
Plot Date 30-MAR-2005