

DATED

2018

SUBJECT PROPERTY: Premises at former Asahi site, Tawnaghmore, Killala, County Mayo

VENDOR: Mayo Renewable Power Limited (In Liquidation) (acting by its Liquidator Michael McAteer)

FOR SALE BY TENDER

MATHESON
70 Sir John Rogerson's Quay
Dublin 2
Ireland

TEL + 353 1 232 2000
FAX + 353 1 232 3333
42506918.5

Form of Tender

Name of party making Tender

Address

Telephone

Fax

Address in Ireland (for service of notices)

(BLOCK CAPITALS PLEASE)

To: **Mayo Renewable Power Limited (In Liquidation) (Acting by its liquidator Michael McAteer)**

(hereinafter collectively called the "**Vendor**").

1. I / We _____ having examined the particulars and conditions of sale in the contract annexed hereto (the "**Contract**") hereby offer to purchase from the Vendor the property described in the Particulars and Tenure of the Contract (the "**Subject Property**") for the sum of EUR [●] (the "**Tendered Price**") subject to the conditions of tender herein (the "**Conditions of Tender**") and the provisions of the Contract.
2. I / We enclose Bank Draft in favour of Matheson, Solicitors in the sum of EUR [●] being (10 per cent) of the Tendered Price by way of deposit tendered (the "**Tendered Deposit**") and I / we understand and accept that if my / our tender is not accepted this Tendered Deposit will be returned to me / us in the form of a cheque for the amount of the Tendered Deposit drawn on the Matheson General Client Account in my / our favour.
3. I / We confirm that the necessary funding to complete the purchase of the Subject Property is in place, and I / we enclose the copy documentation referred to in condition 5 of the Conditions of Tender.
4. It is hereby agreed that this offer remains open for acceptance by the Vendor until 5pm on the 7th day of February 2018 (the "**Tender Acceptance Date**").

Signed _____
(Person making this Tender)

Witness' signature

Witness' address

Witness' occupation

OR

PRESENT when the **COMMON SEAL**

of _____
(Company making this tender)

was affixed hereto:

Witness' signature

Director

Director / Secretary

Witness' address

Witness' occupation

Dated this day of 2018.

NOTE: The person / authorised signatory of the company making the Tender should also by way of identification sign (where marked) each of the annexed Conditions of Tender and the Contract.

ACCEPTED ON BEHALF OF MAYO RENEWABLE POWER LIMITED (IN LIQUIDATION)

Witness

Address

Occupation

Dated this day of 2018.

Conditions of Tender

1. Every person desiring to purchase the Subject Property shall complete the form of tender attached to these conditions (the "**Form of Tender**") in the manner hereinafter stated and shall send the same together with these Conditions of Tender and the Contract both signed by way of identification in the places indicated in a sealed envelope clearly marked "Mayo Renewable Power Tender" to Thomas Dalton (Ref TDAL/7072/53), Matheson, Solicitors, 70 Sir John Rogerson's Quay, Dublin 2 to arrive before 12.00 noon on the 31st day of January 2018 (the "**Tender Date**").
2. Every person who shall complete a Form of Tender shall incorporate therein an address in Ireland, to which an acceptance of his Tender, a refund of his deposit or notices pursuant to these conditions as the case may be, shall be sent.
3. Each bid tendered shall be for an absolute sum expressed in euro (€).
4.
 - (a) Every person tendering shall include with the Form of Tender the Tendered Deposit in the form of a bank draft in favour of Matheson, solicitors. As required by the Solicitors Accounts Regulations Matheson shall lodge all such bank drafts received by them into the Matheson general client account without delay and shall hold the amount received from each person tendering in trust for that person until the acceptance of a tender. This should not be interpreted as creating any commitment by the Vendor and no contract shall be in existence until such time as a tender has been accepted in the manner stated in condition 8 hereof.
 - (b) In the event of a tender being accepted, the Tendered Deposit shall be held by Matheson as Stakeholders in accordance with the terms of the Contract as payment of the deposit thereunder.
 - (c) In the case of any tender not accepted, the Tendered Deposit shall be returned to the person making such tender by post at his own risk to his address as specified in this Agreement in the form of a cheque drawn on the Matheson general client account in favour of the person making the tender only.
 - (d) Any tender which is not accompanied by the appropriate bank draft will not be considered.
5. Every person tendering shall include with the Form of Tender evidence, as may be acceptable to the Vendor in his absolute discretion, confirming that in the event of the tender being successful that the funds necessary to complete the purchase of the Subject Property will be available to the person tendering.
6. Every tender is to remain open for acceptance until 5pm on the Tender Acceptance Date up to which date and time it may not be withdrawn.
7. The execution of the Form of Tender shall be witnessed.
 - (a) Every tender by a body corporate shall be signed in accordance with its constitutional documents and shall include vouching documents as to its valid incorporation eg, a copy of the current certificate of incorporation of the company and where the tender is executed on

behalf of the body corporate, the tender shall include evidence of the relevant signatory's power to execute the tender, for example, a certified copy of the power of attorney. In the event that the body corporate is a non-Irish entity the tender shall include a legal opinion from the relevant jurisdiction confirming due incorporation.

- (b) Every tender by an individual shall be signed by that individual, save where the tender is executed on behalf of an individual and in that event, the tender shall include evidence of the relevant signatory's power to execute the tender, for example, a certified copy of the power of attorney.
 - (c) Every tender by a partnership shall be signed by one of the partners thereto for and on behalf of the partnership and shall state the names of all partners thereto. In the event that the tender is executed on behalf of one of the partners as a body corporate, condition 7(a) shall apply. In the event that the tender is executed on behalf of one of the partners as an individual, condition 7(b) shall apply.
8. The Vendor may deal with other parties regarding the Subject Property at any time, notwithstanding the submission of any tender and without prejudice to the generality of the foregoing, may accept an offer for the Subject Property in advance of the Tender Date.
- 9.
- (a) The Vendor shall not be bound to accept the highest or any tender.
 - (b) A tender expressed to be made "*in trust*" or "*as agent*" without disclosing the name of the principal will not be accepted or considered.
 - (c) No offer shall be accepted or considered which is related to, in any way, either directly or indirectly, or is conditional upon or contingent upon any other offer or bid.
 - (d) Any tender which is expressed to be made on the basis that the Contract shall be amended in any manner, may, at the option of the Vendor, not be accepted or considered.

Each party tendering, by submitting a tender, agrees not to disclose the Tendered Price or any other details of their tender to any other party, or to discuss or enter into any arrangements with any other party in relation to their tender or proposed purchase of the Subject Property. Any tender received from any party who is in breach of this condition may, at the option of the Vendor, not be accepted or considered.

10. All parties tendering do so at their own cost. Regardless of whether the transaction concludes in a sale, and notwithstanding any amendments to the proposed sale process, each party shall bear its own costs of any and all due diligence and in respect of the sale process generally.
11. The Vendor may disregard any outstanding requirements of, or deficiency in, the requirements of these Conditions of Tender without waiving the right to demand subsequent compliance with them.
12. The Vendor shall before accepting any tender be entitled to request and obtain from any person who has submitted a tender further evidence to that proffered with the tender pursuant to condition 5 above that such person has sufficient funds available to him / it to complete the purchase in the event of his / its tender being accepted and the Vendor shall

before accepting any tender be entitled to request and obtain from any person who has submitted a tender further evidence to that proffered with the tender pursuant to condition 7 above that such person has duly executed his / its tender. Any enquiry in this regard made by the Vendor shall not in any way be taken to commit the Vendor to accept any such tender.

13. The person whose tender is accepted in manner hereinafter stated on or before the Tender Acceptance Date (or such later date as the Vendor and any person making a tender shall agree in writing) shall be the purchaser (the "**Purchaser**").
14. The Purchaser shall be informed of the acceptance of his tender by letter delivered or sent to him by registered or ordinary prepaid post or by hand addressed to the address in Ireland given in his Form of Tender or by fax if a fax number is given or alternatively by email if an email address is given and if by letter sent in the course of post shall be deemed to have been received one (1) working day after posting and if by fax / email shall be deemed to have been received at the time of transmission of the fax / email as appropriate. Special Condition 23 of the Contract shall apply in this regard.
15. The acceptance of a tender in the manner stated in condition 14 hereof shall create a valid and binding contract between the Vendor and the Purchaser and the Purchaser shall be bound to complete in accordance with all the terms and conditions of the Form of Tender, Conditions of Tender and the Contract (together the "**Agreement**").
16. The Purchaser agrees and accepts that:
 - (a) No statement or measurement contained in any brochure, advertisement or other materials issued or made available by the Vendor, the liquidator, his agents and employees or any agent on behalf of the Vendor, the liquidator, his agents and employees relating to the Subject Property shall constitute a representation inducing the Purchaser to enter into the sale or any warranty forming part of the Agreement.
 - (b) Any statements, descriptions or measurements contained in any such particulars or in any verbal form given by or on behalf of the Vendor, the liquidator, his agents and employees are for illustration purposes only and are not to be taken as matters of fact.
 - (c) Any misstatement, misdescription or incorrect measurement given verbally or in the form of any printed particulars by the Vendor, the liquidator, his agents and employees or any person on the Vendor's behalf shall not give rise to any cause of action claim or compensation or to any right of rescission under the Agreement.
 - (d) No right of action shall accrue against any agent, employee, or other person whatsoever connected directly or indirectly with the Vendor, the liquidator, his agents and employees whereby any mistake, omission, discrepancy, inaccuracy, misstatement or misrepresentation may have been published or communicated to the Purchaser during the course of any representations or negotiations leading up to the sale.
 - (e) The 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.

17. No person shall enter upon the Subject Property for any reason without the prior consent in writing of the Vendor. If such consent is granted, any person entering upon the Subject Property for any reason shall do so entirely at his own risk and will indemnify the Vendor and his agents from any liability arising from or by reason of any injury or damage caused to any such person or his agent or any other person or his or their property.
18. Save where any disputes arising from this Agreement are governed by Special Condition 22 of the Contract and General Condition 51 as amended, this condition 18 shall apply. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Irish law. The courts of Ireland have jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement). The Purchaser agrees that the courts of Ireland are the most appropriate and convenient courts to construe and interpret the Agreement in accordance with the laws in Ireland applicable to contracts made wholly to be performed in Ireland. In the event of the Purchaser not being resident in Ireland the Purchaser hereby submits to the jurisdiction in personam of the High Court in Ireland for all purposes and hereby appoints

of

to be his / its attorney for the purpose of accepting service on its behalf of any notice, summons, order or other judgment or other document with respect to this Form of Tender, Conditions of Tender and Contract and other matters arising thereout and such appointment shall be irrevocable and service of any such documents on such attorney as aforesaid shall for all purposes be deemed to be good service PROVIDED ALWAYS however that the foregoing provision shall not in any way restrict or prevent the Vendor from resorting to the Courts of any other country where jurisdiction may exist or be established.

Signed for identification

(Person / Authorised signatory of company making the tender)

Form of Contract

MEMORANDUM OF THE AGREEMENT created by the within Form of Tender dated the _____ day of _____ 2018.

MADE BETWEEN

(1) The Vendor

(appropriate tax number(s) to be inserted)

(appropriate tax number(s) to be inserted)

AND

(2) The Purchaser

(appropriate tax number(s) to be inserted)

(appropriate tax number(s) to be inserted)

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the terms of this Contract the Subject Property at the Tendered Price as specified in the within Form of Tender.

Closing Date: See Special Conditions.

Interest Rate: 12% per annum

Signed for identification: _____
(Person / Authorised signatory of company making the Tender).

Particulars and Tenure

Firstly ALL THAT AND THOSE the property comprised in Folios 49300F of the Register of Freeholders County Mayo

Secondly ALL THAT AND THOSE all of the lands and premises comprised in Folios 2093F and 1754F of the Register of Freeholders County Mayo and part of the lands comprised in Folios 2700F, 27559, 32460, 4818F and 4489F of the Register of Freeholders County Mayo all together more particularly delineated in red on the Plan annexed to a Deed of Transfer dated 4 June 2015 between (1) Fand Limited, (2) Nobertune Limited and (3) Mayo Renewable Power Limited and comprised in Land Registry Dealing Number D2015LR077732B

HELD in Fee Simple

(the "**Subject Property**")

Documents Schedule

Documentation re Liquidation

1. Official copy of winding up order of the High Court

Title

2. Plain Copy Folios MY49300F, MY27563, MY1752F, MY39021F
3. Plain Copy Deed of Transfer dated 5 June 2014 between (1) Fand Limited, (2) Nobertune Limited and (3) Electricity Supply Board
4. Plain Copy Deed of Transfer dated 30 April 2015 between (1) Mayo County Council and (2) Mayo Renewable Power Limited
5. Plain Copy Deed of Transfer dated 4 June 2015 between (1) Fand Limited, (2) Nobertune Limited and (3) Mayo Renewable Power Limited
6. Plain Copy Deed of Transfer dated 4 June 2015 between (1) Mayo County Council and (2) Mayo Renewable Power Limited
7. Plain Copy Deed of Transfer dated 4 June 2015 between (1) Michael Hogan and (2) Mayo Renewable Power Limited
8. Plain Copy Deed of Transfer dated 19 August 2015 between (1) Mayo Renewable Power Limited and (2) Electricity Supply Board
9. Plain Copy Deed of Grant of Right of Way dated 4 June 2015 (1) Mayo County Council and (2) Mayo Renewable Power Limited
10. Plain Copy Declaration of John Condon dated 26 May 2015 re Right of Way

Miscellaneous

11. Plain Copy letter from Mayo County Council dated 21 February 2013 re R314 road.
12. Plain Copy letter from Mayo County Council dated 2 July 2012
13. Plain Copy letter from Nobertune Limited dated 22 March 2007
14. Building Energy Rating Certificate and Advisory Report

Searches Schedule

None.

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.

2 The said General Conditions shall:

(a) 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;

(b) be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.

3 VAT¹

3.1 In addition to the Purchase Price, the Purchaser shall pay to the Vendor, acting through the Liquidator, the amount of VAT as shall be exigible in relation to the Sale, same to be calculated in accordance with the provisions of the VAT Act and the Purchaser shall pay this amount to the Vendor on the later of the Completion Date or when an invoice is required to be issued by the Vendor in accordance with the provisions of the VAT Act on delivery of such invoice to the Purchaser.

3.2 Notwithstanding 3.2.1 above, if following the payment of any amount of VAT by the Purchaser in respect of the sale and purchase of the assets and the Property, it is established that VAT was incorrectly charged, the Vendor shall repay to the Purchaser the amount of any VAT incorrectly charged to the extent that is was paid by the Purchaser.

4 TITLE

4.1 Title to the Subject Property shall comprise a plain copy of Folio 49300F County Mayo, Folio 27563 County Mayo, Folio 1752F County Mayo and Folio 39021F County Mayo as listed in the Documents Schedule hereto at document number 2. No objection requisition or enquiry shall be raised in respect of any prior title. The Purchaser shall be deemed to have satisfied itself that the Vendor has good and marketable title to the Subject Property and no further objection, requisition or enquiry shall be raised in this regard.

Where it is not evident from the documentation furnished, the Purchaser shall not call for evidence that the relevant title documents are stamped and / or registered in the Property Registration Authority. No objection, requisition or enquiry shall be raised in this regard.

4.2 For the avoidance of doubt the Vendor does not hold and will not obtain a copy of, and / or provide an explanation in relation to the instruments appearing as burdens at entry number 1 on Part 3 of Folio MY49300F of the Register of Freeholders, County Mayo, at entry numbers 1,2,3,4,7 and 8 of Folio MY39021F of the Register of Freeholders, County Mayo. It is a matter for the Purchaser to satisfy itself in relation to the burdens appearing thereon. The Purchaser shall not call for said burdens to be explained and the Purchaser shall make no objection nor raise any requisition or further enquiry in regard thereto.

1. The VAT clauses below are included as placeholders only and are subject to amendment

Declarations

- 4.3 The Vendor and / or the Liquidator (as hereinafter defined) shall not be required to provide any declarations in respect of the Subject Property. This includes but is not limited to declarations in respect of the Family Law Acts, Section 72, ground rents, breach of covenant and the taking of possession of the Subject Property. The Purchaser shall make no objection nor raise any requisition or enquiry in respect of matters in this regard.

5 NOTICE OF TITLE DOCUMENTATION

The copy title documents furnished with this Contract have been produced to the Purchaser or his solicitor prior to the signing of this Contract. The Purchaser shall be deemed to have entered into this Contract with full knowledge of all the contents thereof and of the nature and extent of the rights and obligations affecting the Subject Property (if any) as referred to in the documents listed in the Documents Schedule and shall make no objection nor raise any requisition or further enquiry in this regard.

6 NO ALIENATION

The Purchaser shall not assign, sub-sell or part with the benefit of this Contract or his interest in the Subject Property without the previous consent in writing of the Vendor.

7 LIQUIDATOR'S APPOINTMENT

- 7.1 Michael McAteer of Grant Thornton (the "**Liquidator**") has been appointed as Official Liquidator of the Vendor by order of the High Court dated 30 November 2016 and the Subject Property is being sold by the Vendor acting by the Liquidator pursuant to the terms of the Liquidator's appointment. The Purchaser shall accept the Liquidator's appointment as a valid and subsisting appointment and shall make no objection nor raise any requisition or further enquiry in relation to same and shall conclusively accept the copy court order referred to in the Documents Schedule as evidence of the Liquidator's entitlement thereunder.

- 7.2 This Contract shall be executed by the Vendor acting by the Liquidator as the duly appointed Official liquidator under the court order listed in the Documents Schedule hereto at document number 1. The Purchaser shall accept the Liquidator's power of sale as set out in the Companies Act 2014 and shall make no objection nor raise any enquiry or requisition in relation thereto.

8 PURCHASE PRICE

The Purchase Price is €[●] (exclusive of VAT) (the "**Purchase Price**").

9 COMPLETION

- 9.1 Completion of the within sale shall take place five working days following the issuing by the Vendor of written notice on the Purchaser, in accordance with this Agreement, that a certificate under Section 980(8) of the Taxes Consolidation Act 1997 ("**CG50A**") in respect of the Subject Property has been obtained (the "**Closing Date**"). Completion shall take place at the office of the Vendor's solicitors or such other location as the Liquidator shall direct.

9.2 The provisions of General Condition 40 shall be amended so as to provide that the reference to a period of 28 days in General Condition 40(b)-(f) and (g)(ii) shall be substituted by reference to a period of 14 days

9.3 General Condition 25(c) is hereby deleted.

9.4 General Condition 25(d) shall be amended in so far as it applies to the Purchaser only. For the avoidance of doubt the Vendor shall not be obliged to complete the sale unless and until the Liquidator has received all monies payable pursuant to this Contract including all interest due to the Vendor **PROVIDED ALWAYS** that the Liquidator shall be entitled to require completion to take place strictly without prejudice to the right of the Vendor to pursue, its claim for interest.

10 **REPLIES TO REQUISITIONS**

The Purchaser shall accept that replies to requisitions on title may be completed by the Liquidator on behalf of the Vendor and limited to matters within the Liquidator's actual personal knowledge information or belief in accordance with the provisions of Special Condition 12, and the Liquidator may complete declarations (if any are to be provided) instead of the Vendor and the Purchaser shall make no objection nor raise any requisition or further enquiry in relation to such power or entitlement to complete these replies or declarations or as to such limitation.

11 **DEED OF ASSURANCE**

11.1 The Purchaser shall on closing accept an assurance of the Subject Property executed by the Vendor acting by the Liquidator

11.2 The Purchaser shall execute and deliver to the Vendor's Solicitors on closing a counterpart deed of assurance to the Purchaser and the Purchaser's solicitors shall, as soon as reasonably practicable following completion, deliver to the Vendor's Solicitors a counterpart stamp duty certificate.

12 **LIMITED KNOWLEDGE OF THE LIQUIDATOR**

The Liquidator has limited actual personal knowledge of the Subject Property and accordingly:

(a) **Identity.** General Condition 14 of this Contract shall not apply to this sale and is hereby deleted. The Purchaser shall be deemed to be aware of and purchase with full notice of the boundaries, fences, ditches, hedges or walls of the Subject Property and the Vendor shall not be required to define same or to specify what boundaries (if any) are of a party nature or separately identify parts of the Subject Property held under different titles.

(b) **Boundaries.** The Subject Property is believed to be and shall be taken as being correctly described as to quantity and otherwise and any error, misstatement or omission in any plan contained in the Documents Schedule of this Contract shall not annul this Contract or be a ground for the abatement or compensation of either party to this Contract. The Vendor and the Liquidator give no warranty and make no representation as to:

(i) the area or the boundaries of the Subject Property;

- (ii) the coincidence of actual boundaries in the vicinity of the Subject Property and the boundaries of the Subject Property shown by the title furnished;
- (iii) encroachments made by the Vendor on property adjoining the Subject Property in conjunction with the use of the Subject Property,

and the Purchaser is placed on its own enquiry in these respects and shall not require the Vendor to produce any declarations of identity or explanation to the said boundaries, walls or otherwise.

- (c) **Condition.** The Purchaser shall be deemed to purchase with full notice of the actual state and condition of the Subject Property in all respects whether as to the quality, state of repair, means of approach, access to light and access to, location and suitability of all and any services to the Subject Property including but not limited to drainage, foul sewer, water mains and all utilities and rights of adjoining owners and occupiers as to boundary walls and fences or otherwise howsoever and shall take the Subject Property as it is in all respects.
- (d) **Existing Services.** The Vendor is not in possession of a letter from the local authority confirming that the roads and services abutting the Subject Property are in charge of the Local Authority. The Purchaser hereby agrees and accepts that the roads, and any services, abutting the Subject Property are long since in charge of the Local Authority. The Purchaser shall, if required, make its own enquiries in this regard and satisfy itself in relation thereto. The Vendor shall not be obliged to furnish, on closing or at any time, a letter or any other evidence from the Local Authority (or any other party) confirming that the roads and services abutting the Subject Property are in charge of the local authority and the Vendor is providing no warranty in this regard. The Purchaser is on notice of the position and accepts same and shall make no objection nor raise any requisition or enquiry in this regard.
- (e) **Availability of Services.** It is a matter for the Purchaser to satisfy itself prior to the date of sale as of the availability of services to the Subject Property, both in respect of its existing use and any intended use, and no warranty is given or representation made in that regard. The Purchaser is precluded from making any objection or raising any requisition or enquiry whatsoever in relation to same.
- (f) **Rights, liabilities and condition.** General Condition 15 shall not apply to this sale and is hereby deleted. The Purchaser shall take the Subject Property as it stands subject to all matters affecting same. General Condition 16 shall be read as if the words "subject to Condition 15" had been deleted therefrom. The Vendor shall only be obliged to disclose such easements rights privileges and liabilities not already known to the Purchaser or apparent from inspection which have come to the Liquidator's actual personal attention prior to the date hereof. The Purchaser shall fully satisfy itself prior to the date of sale as to the state and condition of the Subject Property and any easements rights privileges or liabilities affecting the Subject Property or likely to affect it and the Purchaser shall have no recourse to the Vendor and/or the Liquidator either prior to completion of the sale or at any time thereafter.
- (g) **Environmental.** For the avoidance of all doubt the Vendor and the Liquidator do not warrant that either the Subject Property or any processes carried out thereon now or at any time in the past comply with Environmental Laws. It is a matter for the Purchaser to satisfy

itself in relation to all aspects of Environmental Laws insofar as they relate to the Subject Property prior to the Date of Sale. The Purchaser is precluded from making any objection or raising any requisition or enquiry whatsoever in relation to same. The Purchaser shall hold the Vendor and the Liquidator from any claim raised by a third party in respect of Environmental Laws and shall not seek to join the Vendor and / or the Liquidator to any such claim.

For the purposes of this Special Condition "Environmental Laws" means all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgments having the force of law in Ireland concerning environmental matters and protection of the environment, use of noxious or deleterious materials, contaminants or pollutants and all regulations, bye-laws, orders and codes made thereunder or regulating the use thereof.

- (h) **Non – Title Information Sheet.** The Purchaser having inspected the Subject Property and satisfied itself in relation to the matters listed in the non – title information sheet shall not require the Vendor to complete it.
- (i) **Disclosure of Notices.** General Condition 35 shall not apply to this sale and is hereby deleted. No orders or notices referred to therein have come to the Liquidator's actual personal attention prior to the Date of Sale save those (if any) disclosed in the Documents Schedule hereto. It shall be a matter for the Purchaser to fully satisfy itself by appropriate searches, enquiries and investigations prior to the date of sale with regard to notices.
- (j) **Development.** General Condition 36 shall not apply to this sale and is hereby deleted.
 - (i) No warranty is given regarding compliance of the Subject Property with the requirements of the Local Government (Planning and Development) Acts 1963 to 1999, the Planning and Development Acts 2000 to 2011, the Building Control Acts 1990 and 2007 or any regulations made thereunder, or the Fire Services Acts 1981 and 2003 or any legislation, orders or decisions amending or replacing same and the Purchaser shall make no objection nor raise any requisition or further enquiry in this regard.
 - (ii) The Vendor and the Liquidator do not warrant that planning permission or building bye law approval has been obtained for any development that may have taken place on the Subject Property or, when any planning permission or bye law approval has been obtained, that the development has been carried out in compliance with such planning permission and/or building bye law approval.
 - (iii) The Vendor and the Liquidator do not warrant the compliance of the Subject Property with the Building Control Acts 1990 and 2007 or any regulations made thereunder and/or with Fire Officers requirements.
 - (iv) The Purchaser shall make no objection nor raise any requisition or enquiry in relation to the existence or absence or adequacy of any planning permission and/or building bye law approval or the compliance or noncompliance of the Subject Property with same and/or with the Building Control Acts 1990 and 2007 and/or with Fire Officers requirements (including the conditions thereof) and shall not require the Vendor to furnish any certificates in relation thereto.

- (v) The Purchaser shall not call for the production of a safety file held pursuant to the Health Safety and Welfare at Work (Construction) Regulations.

The Purchaser shall make no objection nor raise any requisition or further enquiry with regard to any of these matters.

- (vi) Strictly without prejudice to the generality of the preceding provisions of this Special Condition 12(j) the Purchaser is furnished for information purposes only with the copy planning documentation as contained in the Documents Schedule (if any). These documents do not constitute any warranty or representation on the part of the Vendor or the Liquidator and the Purchaser shall not make any objection nor raise any requisition or enquiry in relation to them and shall not call for any further or ancillary documentation referred thereto.

- (vii) It shall be a matter for the Purchaser to make its own enquiries and to satisfy itself with regard to planning matters, environmental and archaeological issues and any compulsory acquisition order which may affect the Subject Property and use thereof and no warranty is given or representation made in that regard. The Purchaser shall make no objection nor raise any requisition or further enquiry in regard thereto.

13 **NO RECOURSE**

Notwithstanding the provisions of this Contract, the Purchaser shall have no recourse against the Vendor or the Liquidator or any member of the Liquidator's staff or the Liquidator's agents in respect of or arising from any valid claim to title being made by any third party to all or any of the Subject Property except the right to make a claim to be an unsecured creditor of the Vendor which right shall not exist and shall be deemed to be waived if the legal effect of proving for such a claim would be to give the Purchaser an entitlement to be paid the value of the claim as an expense in the liquidation of any or all of the Vendor.

14 **INDEMNITY**

The Purchaser agrees to indemnify and keep indemnified the Vendor and/or the Liquidator and/or any member of the Liquidator's staff and/or his agents in respect of any claim made by any third party against the Vendor and/or the Liquidator and/or any member of the Liquidator's staff and/or his agents arising out of, under or in connection with the Contract.

15 **EXCLUSION OF PERSONAL LIABILITY**

The Purchaser hereby expressly acknowledges that the Liquidator is executing this Contract in the Liquidator's capacity as Liquidator 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 Liquidator and/or other partner of the Liquidator's firm arising out of under or in connection with the terms and provisions of this Contract is hereby excluded and the Liquidator and/or any other partner of the Liquidator's firm shall not be under any liability to the Purchaser affecting the assets of the Liquidator or any other partner of the Liquidator's firm personally and his agents or their estate.

Nothing contained in this Contract nor in any agreement or matter connected herewith shall in any way affect the estate or property of the Liquidator (or any other partner of the Liquidator's firm or his agents) who is completing this Contract solely in the Liquidator's capacity as Liquidator of the Vendor and in no other capacity whatsoever.

16 **RISK – INSURANCE**

The Vendor's liability under General Condition 43 is (in addition to the limitations imposed by General Condition 44) limited to the extent of the insurance cover available to the Vendor in respect of the Subject Property (if any). Neither the Liquidator nor the Vendor warrant or represent that any insurance cover is or will be carried in respect of the Subject Property.

17 **RISK – POSSESSION**

If the Purchaser is given possession of the Subject Property prior to the Closing Date then notwithstanding anything herein before contained, it is hereby agreed that the Purchaser shall be liable for any loss or damage howsoever occasioned to the Subject Property after the giving of such possession.

18 **TRANSFER OF UNDERTAKINGS**

Whilst the Vendor acting by the Liquidator and the Purchaser do not consider that the transfer of assets contemplated by this Contract constitutes the transfer of a business or part of a business within the meaning of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations, 2003 (S.I. 131/2003) (as amended) (the "**Regulations**"), in the event that this Contract is deemed to amount to or result in such a transfer, the parties acknowledge that the Purchaser shall have no recourse against the Vendor or the Liquidator or against the assets of the Vendor with respect to any liabilities or obligations arising from the application of the Regulations to this Contract and the Purchaser will indemnify and keep indemnified and hold the Vendor and the Liquidator harmless against all actions, claims, proceedings, judgements, decrees, orders, awards, costs, demands, losses, costs, expenses, damages, liabilities and expenses (in each case on an after tax basis) howsoever arising in any way directly or indirectly out of or by virtue of the application of the Regulations to this Contract.

19 **COMPULSORY REGISTRATION**

The Vendor and the Liquidator shall not be under any obligation to procure registration of the title with the Property Registration Authority, give any undertaking or commitment to address queries of the Property Registration Authority in relation to any registration of the Subject Property, furnish a Map of the Subject Property drawn to Property Registration Authority standard or supply any additional information or produce or furnish any documents in their possession that may be required to effect such registration. General Conditions 28 and 29 shall not apply to this sale and are hereby deleted.

20 **ENTIRE AGREEMENT AND REPRESENTATIONS**

20.1 The Purchaser agrees and accepts that:

- (a) No statement or measurement contained in any brochure or advertisement issued by the Vendor or Liquidator or any agent on behalf of the Vendor or Liquidator relating to the Subject Property shall constitute a representation inducing the Purchaser to enter into the sale or any warranty forming part of this Contract.
- (b) Any statements, descriptions or measurements contained in any such particulars or in any verbal form given by or on behalf of the Vendor or Liquidator are for illustration purposes only and are not to be taken as matters of fact.
- (c) Any mis-statement, mis-description or incorrect measurement given verbally or in the form of any printed particulars by the Vendor or Liquidator or any person on the Vendor's or Liquidator's behalf shall not give rise to any cause of action claim or compensation or to any right of rescission under this Contract.
- (d) No right of action shall accrue against any agent, employee, or other person whatsoever connected directly or indirectly with the Vendor or Liquidator whereby any mistake, omission, discrepancy, inaccuracy, misstatement or misrepresentation may have been published or communicated to the Purchaser during the course of any representations or negotiations leading up to the sale.
- (e) This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersede and extinguish any representations or warranties (if any) previously given or made excepting those contained in this Contract and no variation shall be effective unless agreed and signed by the parties or by some person duly authorised by each of them.
- (f) General Condition 33 shall be read subject to this Special Condition.

21 **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, provision, clause or sub-clause or part thereof shall to 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.

22 **DISPUTES**

The parties agree that there shall be no requirement to refer a difference or dispute to mediation and General Condition 51 shall be amended accordingly. The parties further agree that a written notice shall be provided by a party of their intention to start proceedings to the other party and the parties shall have five working days from the receipt of such notice to agree to refer the difference or dispute to mediation. In the absence of agreement, the difference or dispute shall be referred to arbitration in accordance with General Condition 51 as varied under this condition.

23 **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same Agreement. This Agreement shall become effective and be dated (and each counterpart shall be dated) on the date first written above between the Parties which have executed

and delivered a counterpart. The expression "counterpart" shall include any executed copy of this contract transmitted by facsimile or electronically in portable document format (PDF)

24

CAPTIONS

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

3. OUTGOINGS

- (a) What is the Rateable Valuation of:
- (i) Lands;
- (ii) Buildings.
- (b) Give particulars of any other periodic or annual charge which affects the Subject Property or any part of it.
- (c) Is the Vendor or any predecessor in title liable for any payments under the Local Government (Charges) Act 2009 in respect of the Subject Property?
- If so, a letter of clearance from the local authority confirming no outstanding payment will be required on closing.
- If not, please state why not.
- 4. BUILDING ENERGY RATING (“BER”)**
- Furnish a copy of a valid BER certificate and related advisory report in respect of the Subject Property.

Yes	No	Comment

We hereby certify that this form is an unaltered reproduction of the “Non-Title Information” sheet incorporated in the Law Society Conditions of Sale (2009 Edition).

Matheson
Solicitors
70 Sir John Rogerson’s Quay
Dublin 2

DATED

2018

**SUBJECT PROPERTY: Premises at former Asahi site,
Tawnaghmore, Killala, County Mayo**

**VENDOR: Mayo Renewable Power Limited (In
Liquidation) (acting by its Liquidator Michael
McAteer)**

FOR SALE BY TENDER

MATHESON
70 Sir John Rogerson's Quay
Dublin 2
Ireland

TEL + 353 1 232 2000
FAX + 353 1 232 3333
42506918.5