

Special Conditions

1 Amendment of Law Society 2023 General Conditions by Special Condition

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 (Law Society 2023 General Conditions) shall be applied for the purposes of these Special Conditions.

2 Application of Law Society 2023 General Conditions

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. VAT

3.1 The sale is exempt from VAT.

4. Title

- 4.1 Title to the leasehold interest in the Property shall commence with the Lease at 4.1 of the Documents Schedule and shall then pass to the Deed of Assignment at 4.2 of the Documents Schedule and shall be deduced therefrom. The Vendor shall not be required to produce any further documents pertaining to the leasehold title. General Condition 6 is read subject to this special condition.
- 4.2 Title to the freehold interest in the Property shall commence with the copy Deed at 4.6 of the Documents Schedule. On a strictly without prejudice basis, the documents at 4.3, 4.5 and 4.6 of the Documents Schedule are furnished and no objection requisition or enquiry shall be raised in relation to same.
- 4.3 The originals of the deeds listed at number 4.2 and 4.6 of the Documents Schedule have been lost. The Purchaser is furnished with the draft affidavit of the Vendor, attested copy memorials together with draft title bond in relation to same. No objection, requisition or enquiry shall be raised in relation to same.
- 4.4 For the avoidance of doubt, the Deed of Assurance to the Purchaser will be in respect of the lands outlined in red on Map Number 1 only.

- 4.5 To the extent that documents are listed in the Documents Schedule as certified copies or copies of original documents the Purchaser Accepts that this is what will be furnished on completion and that the Purchaser shall not be entitled to call for production of the original or, if a plain copy is held, of a certified copy of that documentation and no better copy or copies shall be sought or furnished.
- 4.6 The Purchaser shall not call for or require the Vendor to register or procure the registration of the Vendor's title to the property in Tailte Éireann prior to the Closing Date. It is a matter for the Purchaser and the Purchaser alone to register the property and /or the Deed of Assurance with Tailte Éireann after the Closing Date and to comply with the requirements of Tailte Éireann in that regard. The Purchaser shall not call for or be furnished with an undertaking or commitment from the Vendor or the Vendor's solicitor to assist with Tailte Éireann queries that may arise on the application by the Purchaser to register the Deed of Assurance. General conditions 24 and 25 shall be read subject to this special condition.

5. Laneway

- 5.1 The Purchaser is put on notice that the Vendor does not have legal title to the old laneway shown coloured yellow on the Map No.2 annexed hereto ("the Laneway") at the rear of the Property. Notwithstanding this, part of the physical building located on the Property extends over the Laneway at basement level, first floor level and second floor level. The Purchaser Accepts that the Laneway is not included in the sale and that no assurance of the Laneway will be executed by the Vendor on closing.
- 5.2 Strictly without prejudice to Special Condition 5.1, the Vendor confirms that he has been in sole and exclusive possession of these levels in conjunction with the Property. On closing, the Vendor will provide an Affidavit as per the draft at Section 7.3 of the Documents Schedule in relation to possession of these areas. The Purchaser Accepts that it will be a matter for the Purchaser to regularise the position in relation to title to the Laneway post completion. The Purchaser further Accepts that no undertaking will be provided by the Vendor in relation to any future application which may be brought by the Purchaser in relation to the Laneway.
- 5.3 An adjoining owner is in possession of the Laneway at ground level. The Vendor does not have access or a key to the gate at the entrance to the Laneway at ground level and for the avoidance of all doubt, no key will be handed over or access granted to the Purchaser on the Closing Date.
- 5.4 For the avoidance of doubt, the Vendor shall not be obliged to identify who is the owner of the Laneway and in particular Area C, as referred to in the draft Affidavit at 7.3 nor shall the Vendor be obliged to provide a Certificate of Discharge pursuant to Section 62(2) of the Capital