APPENDIX B
This Indenture made the 25th day of January 1999 betwixt BANTRY ESTATES COMPANY, having its registered office at House, Bantry in the County of Cork, Limited Liability Company (hereinafter called the Vendor) which expression shall where the context so admits or requires include its successors and assigns of the One Part and THE COUNTY COUNCIL COUNTY OF CORK of County Hall, Cork, Local Authority (hereinafter called Council) which expression shall where the context so admits or requires include its successors and assigns) of the Other Part.

WHEREAS:

1. The Vendor is seized of the hereditaments and premises hereinafter described as an estate in fee simple in possession free from incumbrances.

2. The Vendor has agreed with the Council for the sale to the Council of the premises described in the First Schedule hereto for an estate in fee simple in possession free from incumbrances and for the grant of the easements, rights and privileges specified in the Second Schedule hereto for the price or sum of Twenty Five Thousand Pounds.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the said agreement and in consideration of the said sum of Twenty Five Thousand Pounds now paid by the Council to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby GRANTS and CONVEYS unto the Council ALL THAT AND THOSE the hereditaments and premises described and set forth in the First Schedule hereto TO HOLD the same unto and to the use of the Council in fee simple.

And for the consideration aforesaid the Vendor hereby grants unto the Council the liberties rights and privileges specified in Part One of the Second Schedule hereto in over and upon the lands described and set forth in Part Two of the Second

REGISTERED IN THE REGISTRY OF DEEDS (DUBLIN) AT 5th MINUTES AFTER 10 O'CLOCK ON THE 28th DAY OF JULY 1999 BOOK 114 NO. 250
Schedule hereto TO HOLD the same unto the Council their successors and assigns in
fee simple.

The Vendor hereby covenants with the Council for and with intent to bind to far as
may be itself and its successors not at any time hereafter to do or suffer to be done
upon the lands described in Part Two of the Second Schedule hereto any act or thing
which may in any way diminish, interfere with or damage the works mains or pipes
referred to in Part One of the Second Schedule hereto.

The Council hereby covenants with the Vendor its successors and assigns that the
Council in constructing, laying, maintaining, cleansing, repairing, renewing and
enlarging any mains, pipes or works mentioned in the Second Schedule hereto will do
as little damage as possible to the surface of the said lands and any crops for the time
being growing thereon and will pay to the Vendor its successors and assigns
compensation for all damage so done as aforesaid.

The Vendor retaining possession of the documents listed in the Third Schedule hereto
hereby UNDERTAKES with the Council for the safe custody of the said documents
and hereby ACKNOWLEDGES the right of the Council to production of the said
documents and to the delivery of copies thereof.

The Council hereby certifies that the Council who becomes entitled under this
Instrument to the entire beneficial interest in the interest hereby created that it is a
Local Authority for the purposes of the Local Government Act 1941.

IT IS HEREBY CERTIFIED that the transaction hereby effected 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 exceeds Fifty
Thousand Pounds.

IT IS HEREBY CERTIFIED for the purposes of the stamping of this Instrument
that this is an Instrument to which the provisions of Section 112 of the Finance Act
1991 do not apply by reason of the fact that the property being conveyed consists of
an area of foreshore being acquired by the Council for the purpose of its functions as a Local Authority.

IT IS HEREBY FURTHER CERTIFIED that the amount or value of the consideration (other than rent) for the sale is wholly attributable to property which is not residential property.

In witness whereof the parties hereunto set their seals the day and year first above written.

FIRST SCHEDULE

ALL THAT AND THOSE the area of foreshore and harbour containing 0.97 acres or thereabouts statute measure hatched red on the map attached hereto to the memorialising indenture situate in the town of Bantry and County of Cork.

SECOND SCHEDULE

PART ONE

The right of laying and forever after keeping laid and maintained on or below the surface of the property described in Part Two of this schedule sewerage mains with valves, manholes, fittings and appliances with full right and liberty for the said Council by their agents, contractors, workmen and servants with or without lorries, plant apparatus and equipment to enter upon the said property for the purpose of laying such sewerage mains and so forth and carrying same into, through and under the property and also from time to time as may be necessary for the purpose of inspecting, cleansing, repairing, maintaining, re-laying, enlarging and renewing the said sewerage mains and so forth with liberty also to the Council when necessary to open up the ground along the course of the said wayleaves for such purposes as may be required re-instating same to the reasonable satisfaction of the Vendor.
PART TWO

All that and those the several strips of foreshore and harbour shown coloured green and marked numbers one to eight inclusive on the maps attached to the memorandum indenture hereto with the measurements as detailed hereunder being part of the foreshore and harbour in the townlands of Seafield and Abbey in the town of Bantry a00nd County of Cork:

1. 110.5 lineal metres x 20 metres wide.
2. 17 lineal metres x 4 to 6 metres wide.
3. 17 lineal metres x 0.0 to 15.0 metres wide.
4. 3.0 lineal metres x 15 metres wide.
5. 34 lineal metres x 0.0 to 15.0 metres wide.
6. 120 lineal metres x 10 metres wide.
7. 490 lineal metres x 15 metres wide.
8. 20 lineal metres x 20 metres wide.

THIRD SCHEDULE

1. Indenture of Conveyance and Grant dated 9th September 1898 - The Queens Most Excellent Majesty of the first part, the Board of Trade of the second part and The Right Honorable Arthur Edward Baron Ardilaun and Richard Edmund Longfield of the third part.

Present when the Common Seal of BANTRY ESTATES COMPANY was affixed hereto:

[Signatures]
Present when the Common Seal of
THE COUNTY COUNCIL OF
THE COUNTY OF CORK was
affixed hereto:

[Signature]
COUNTY SECRETARY

[Signature]
NOMINATED MEMBER

Linda J. Conolly
Clerical Officer,
County Hall, Cork.

[Signature]
Clerical Officer,
County Hall, Cork.
I hereby certify the within to be a true photocopy of its original.

Dated the 1st day of May 2003

Mary Roche
County Solicitor
County Hall, Cork.

DEED OF CONVEYANCE AND GRANT

MARY ROCHE,
COUNTY SOLICITOR,
COUNTY HALL,
CORK.