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INDEMNITY

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THIS DEED made the 5<sup>th</sup> day of JUNE Two Thousand and Two BETWEEN THE MINISTER FOR FINANCE, Upper Merrion Street, Dublin 2 and THE MINISTER FOR EDUCATION AND SCIENCE, Tyrone House, Marlborough Street, Dublin 2 (hereinafter called "the State Party" which expression shall include them and each of them) of the One Part and EACH OF THE PARTIES LISTED IN THE FIRST SCHEDULE (hereinafter together called the "Contributing Congregations") of the Other Part.

WHEREAS:-

- A. The State Party has established a Statutory Redress Scheme ("the Scheme") under the Residential Institutions Redress Act 2002 ("the Act") to make financial awards to assist in the recovery of persons who as children were resident in certain institutions and who suffer or who have suffered injuries that are consistent with abuse while so resident.
- B. The Contributing Congregations are desirous of joining with the State Party to make a contribution to the Scheme.
- C. The Contributing Congregations are prepared to undertake to contribute to a special account to be established pursuant to section 23 of the Act (hereinafter called "the special account").
- D. The contribution of the Contributing Congregations will be paid into the special account in the amount and in the manner agreed between the parties on the date of commencement of the said Scheme.
- E. This Deed shall not be construed as an admission of liability by either party with regard to any alleged injury suffered by any applicant (within the meaning of the Act).
- F. Any payment made under the Scheme shall be without admission of liability or responsibility for any alleged acts of abuse and no liability or responsibility is or will be apportioned between the said parties or any other person arising out of any sums paid from the special account under the said Scheme.

NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of this Deed and in consideration of the covenants herein contained the State Party hereby covenants and agrees to fully and completely indemnify each of the Contributing Congregations in respect of:
  - (A) each and every matter which is the subject of
    - (i) an award, interim award or settlement of an application (within the meaning of the Act) ("an Application") made by the Residential Institutions Redress Board or the Residential Institutions Redress Review Committee (in each case within the meaning of the Act), or

- (ii) any determination of a court or court award or settlement in respect of any action arising out of the same circumstances as gave rise to an Application where any such determination of a court or court award or settlement is made subsequent to an applicant's rejection of an award made by the Residential Institutions Redress Board or the Residential Institutions Redress Review Committee;
- (B) each and every matter in respect of which court proceedings were issued prior to the date hereof and such matter arises out of any circumstances which could give rise to an Application, which matters are listed in Folder 1 attached hereto;
- (C) each and every matter:
- (i) in respect of which there are threats of litigation (whether oral or written), which matters are listed in Folder 2 attached hereto;
  - (ii) in respect of which there is a request for records/information (whether oral or written), which matters are listed in Folder 3 attached hereto; or
  - (iii) which is the subject matter of evidence to the Commission to Inquire into Child Abuse and the record number of which is listed in Folder 4 attached hereto,

where such matter arises out of circumstances which could give rise to an Application; PROVIDED HOWEVER that this Indemnity shall only extend to a matter falling within the terms of this part (C) where proceedings are issued in respect of such matter before the expiry of the period constituting the aggregate of the period and any extension thereof (the "Statutory Period") in which Applications may be made as contemplated by the Act and the period of three years immediately following thereafter; and

- (D) each and every matter of which the State Party does not have notice on the date hereof:
- (i) in respect of which there are, or may in the future be, threats of litigation (whether oral or written) in relation to alleged abuse;
  - (ii) in respect of which there is, or may in the future be, a request for records/information (whether oral or written) in relation to alleged abuse;
  - (iii) which is, or may in the future be, the subject matter of evidence to the Commission to Inquire into Child Abuse; or
  - (iv) in respect of which a Contributing Congregation has inadvertently omitted to submit for inclusion in any one of Folders 1 to 4 (as referred to above) and which matter could properly have been included in such Folder on the date hereof,

where such matter arises out of circumstances which occurred prior to the date hereof and which could give rise to an Application; PROVIDED HOWEVER that this Indemnity shall only extend to a matter falling within the terms of this

part (D) where the State Party is put on notice in writing of such matter within the Statutory Period and where proceedings are issued in respect of such matter before the expiry of the period constituting the aggregate of the Statutory Period and the period of three years immediately following thereafter.

Without prejudice to the generality of the foregoing such indemnity shall extend to all loss, claims, damages, demands, expenses, costs (including legal costs), and charges arising therefrom, of any kind whatsoever awarded to any claimant by any court or otherwise including interest thereon and the State Party shall at the request of any person or persons covered by this Indemnity take over, or arrange for the taking over of the conduct of the defence of such claim or proceedings and/or take any steps necessary for ensuring that the said indemnity is fully effective. For the avoidance of doubt the indemnity extends to any claim or proceedings brought by any person against the persons mentioned in Clause 3 below.

2. The State Party hereby acknowledges and agrees that the said indemnity shall extend to:
  - (i) the institutions listed in the Schedule to the Act;
  - (ii) any place, within the contemplation of section 1 of the Act, at which abuse took place and any institution which would be eligible for insertion into the Schedule to the Act by way of an Order of the Minister for Education and Science under section 4(1) of the Act,

each such institution being hereinafter referred to for the purposes of this Agreement as an "Institution". The State Party further agrees that all such institutions as referred to in sub-paragraph (ii) above as would be eligible for insertion into the Schedule to the Act by way of an Order of the Minister for Education and Science under section 4(1) of the Act shall be submitted for inclusion in any such Order which may be proposed.

3. The State Party hereby further acknowledges that the said indemnity shall extend to each and every member, and former or deceased member, of any religious body or Congregation of the Contributing Congregations, including any group of persons forming part of such religious body or Congregation or any constituent body thereof, and to every person engaged in the management, administration, operation, supervision or regulation of an Institution, and to every person otherwise employed (whether directly or indirectly) by a Contributing Congregation in or associated with an Institution.
4. Without prejudice to the foregoing, the State Party hereby acknowledges that any person entitled to the benefit of such indemnity shall stand discharged from being bound to defend any such claims or proceedings and shall not be answerable for any loss, claims, damages, demands, expenses, costs (including legal costs), or charges arising therefrom, including interest thereon and shall be held harmless and kept indemnified by the said State Party.
5. A. The State Party shall, at the request of any person or persons against whom such claim is made whether in legal proceedings or otherwise ("Proceedings") take over the defence of such claim provided however that where the defence is taken over as aforesaid the State Party will in defending the proceedings have regard to the provisions of Paragraph B of this Clause 5 and the State

Party shall inform the relevant Contributing Congregation of the proceedings to the extent necessary for the purposes of those provisions, but shall have absolute discretion (subject to the provisions of Paragraph B of this Clause 5) as to the conduct of the defence of the proceedings and as to whether and on what terms proceedings should be settled or compromised.

- B. Where in respect of any Proceedings a Contributing Congregation wishes to vindicate its reputation or the reputation of any person as contemplated by Clause 3 above, then it may require, by notice in writing to the State Party, that the State Party return to it the responsibility for carriage of the Proceedings, in which case this Indemnity shall cease to apply in respect of the subject matter of those Proceedings.
- C. Where a person as contemplated by Clause 3 above requests that a Contributing Congregation take over responsibility for carriage of any Proceedings, and the said Contributing Congregation refuses to do so, the said Contributing Congregation shall indemnify the State Party for 50% of all damages which may be awarded by a court or made by way of settlement and 50% of all costs (including legal costs) and expenses incurred by the State Party in defending any claim by that person against the State Party in any proceedings arising from the taking over of responsibility for carriage of the Proceedings.

6. The Contributing Congregations by virtue of these premises, hereby severally covenant with the State Party:

- a) To undertake to provide to the State Party details of any existing or future legal claims for compensation covered by the indemnity of which they are aware.
- b) To undertake to assist the State Party in the defence of claims which come within the Scheme made in any legal proceedings that are now in being or may be issued in the future provided such claim is in respect of abuse allegedly suffered prior to the date of the introduction of the Scheme.

In relation to the defence of any such claim as contemplated by sub-paragraph (b) above, the relevant Contributing Congregation will bear its own costs incurred in respect of the retrieval of records in relation to the defence of such claim and in providing any assistance reasonably required by the State Party for the purposes of defending such claim, which assistance, for the avoidance of doubt, shall involve identification of relevant witnesses to the extent known by the relevant Contributing Congregation and liaising with such potential witnesses.

7. The contributions of the Contributing Congregations contemplated by this Indemnity shall comprise and shall take into account the following:-

- (i) a cash payment to the State Party amounting in aggregate to the sum of €41.14 million, of which €12.7 million shall be used by the State Party for educational programmes for former residents of institutions and their families. The sum of €12,654,000 shall be paid to the State Party on the execution hereof and the balance of the said sum of €41.14 million by four equal instalments on the 5<sup>th</sup> of September 2002, the 5<sup>th</sup> of December 2002, the 5<sup>th</sup> of February 2003 and the 5<sup>th</sup> of May 2003;

- (ii) transfers of real property which have been made to the State Party or State agencies or local authorities or Voluntary Organisations (as defined in Clause 9 below) since 11<sup>th</sup> May 1999 to the extent that the value of same amounts in aggregate to the sum of €40.32 million. The aggregate value of the particular properties so transferred by the Contributing Congregations is more particularly identified in Part I of the SECOND SCHEDULE;
- (iii) transfers of real property which are to be made to the State Party (or its nominees(s)) as soon as practicable following the execution hereof to the extent that the value of same amounts to €36.54 million. The aggregate value of the particular properties to be so transferred by the Contributing Congregations is more particularly identified in Part II of the SECOND SCHEDULE;
- (iv) counselling and other support services for former residents of institutions and their families already provided or to be provided to the extent that the value of same amounts to €10 million.

8. Pursuant to the commitment referred to herein of the Contributing Congregations to transfer cash and/or real property to the State Party in consideration for the Indemnity given by the State Party hereunder, where a Contributing Congregation proposes to transfer a real property asset to the State Party, the State Party shall have the right (for a period of nine months from the date hereof) to refuse to accept a transfer to it of any such real property asset where in its reasonable opinion the said asset will be of no use or benefit to the State or any State agency (which refusal and the reason therefor shall be notified to the said Contributing Congregation in writing). In the event of any such refusal, however, the relevant Contributing Congregation shall have the right to replace such real property asset with cash or other real property assets (at its sole discretion). The said right of refusal shall expire nine months from the date hereof. The provisions of this Clause 8 shall apply to a proposed transfer which is in substitution for a transfer which has been refused in the same way as they apply to the original transfer.

9. The valuation of any real property assets which have been, or which it is proposed will be, transferred to the State Party or any State agency or local authority or voluntary organisation providing health or social services ("Voluntary Organisation") by a Contributing Congregation as contemplated by this Indemnity shall be determined by agreement of the State Party and the said Contributing Congregation in consultation with their respective valuers, and in default of such agreement shall be determined by an independent valuer to be appointed on the application of either the State Party or the said Contributing Congregation by the Chairman for the time being of the Society of Chartered Surveyors. Such independent valuer shall act as an expert and not as an arbitrator, and his determination shall be final and binding on the State Party and the said Contributing Congregation and shall be in writing stating the reasons therefor. Prior to such independent valuer making such determination, however, each of the State Party and the said Contributing Congregation shall have the right to make written representations to the independent valuer. The costs of the said independent valuer shall be borne equally by the State Party and the said Contributing Congregation.

The valuation to be determined by the State Party and the relevant Contributing Congregation or by the above-mentioned independent valuer (as the case may be) shall be the current open market value of the relevant real property asset as at the date

of its transfer to the State Party or any State agency or local authority or Voluntary Organisation (as the case may be) in the case of real property assets transferred prior to the date hereof, and as at the date hereof in the case of all other real property assets. The State Party and the relevant Contributing Congregation or the independent valuer (as the case may be), in making such determination, shall have due regard to the current Practice Statements and Guidance Notes contained in the Appraisal and Valuation Manual issued by the Society of Chartered Surveyors.

In any valuation exercise in respect of any real property asset which has been, or which it is proposed will be, transferred to the State Party or any State agency or local authority or Voluntary Organisation by a Contributing Congregation as contemplated by this Indemnity, the valuation shall (pursuant to the protocol in this regard previously agreed between the Department of Education and Science and the diocesan authorities or any other protocols (if any) previously agreed by the State Party or any State agency and the Contributing Congregations or their representatives where applicable) take account of any grants or other payments provided by the State or any State agency to the said Contributing Congregation for the acquisition, development or improvement of the said real property asset.

10. Pursuant to the commitment referred to herein of the Contributing Congregations to provide real property assets to the State Party in consideration for the Indemnity given by the State Party hereunder, if it should transpire that the aggregate value of all real property assets so provided by the Contributing Congregations (their "Real Property Amount") is found to fall short of the aggregate value of all real property assets which they have committed to provide to the State Party or any State agency or local authority or Voluntary Organisation as referred to in Parts I and II of the SECOND SCHEDULE (their "Committed Real Property Amount"), then the Contributing Congregations shall be entitled to make up the shortfall in cash and/or non-cash assets (comprising real property) as soon as practicable without prejudice to the continuing efficacy of the said Indemnity but not later than six months from the date such shortfall is ascertained and notified in writing by the State Party to the Contributing Congregations. The obligation of the Contributing Congregations to make up the said shortfall shall be a joint obligation, and any apportionments between the Contributing Congregations which become necessary as a consequence of their meeting that obligation shall be a matter for the Contributing Congregations *inter se* and not the State Party.
11. If it should transpire that the value of the Contributing Congregations' Real Property Amount is found to exceed the value of their Committed Real Property Amount, the State Party shall as soon as practicable thereafter but not later than six months after the excess is ascertained and at the option of the State Party either make a refund of the excess to such one or more of the Contributing Congregations as are nominated for the purpose by the Contributing Congregations jointly or elect to forego the transfer of a real property asset from any one or more of the Contributing Congregations equal to the value of the excess. Any apportionments between the Contributing Congregations which become necessary as a consequence of such election to forego a transfer shall be a matter for the Contributing Congregations *inter se* and not the State Party.
12. Where any non-cash asset comprising real property was transferred at any time since 11<sup>th</sup> May 1999 to the State or any State agency or local authority or Voluntary Organisation by a Contributing Congregation free of charge or below open market value, the State Party hereby agrees that the open market value of such asset or the difference between the consideration paid and the open market value as at the date of

transfer shall be taken into account when assessing the value of the Contributing Congregations' Real Property Amount. The open market value of such real property so transferred shall be ascertained in accordance with the provisions of Clause 9 above.

In the case of real property in this category transferred since 11th May 1999 to a Voluntary Organisation, the real property concerned must be subject to a restriction on transfer or alienation for a period of twenty-five years from the date of this Indemnity without the prior consent in writing of the Minister for Finance (the "Restriction"). The Restriction shall be disregarded in determining the value of such real property under Clause 9 hereof. In the event of any Contributing Congregation failing to procure the Restriction on any real property transferred to a Voluntary Organisation, the relevant Contributing Congregation shall be entitled to replace the relevant real property asset with an alternative real property asset (to which the Restriction shall apply) or cash of an equivalent value.

13. Any real property which it is proposed will be transferred to the State Party by a Contributing Congregation as contemplated by this Indemnity must be of good and marketable title (being of a title commensurate with prudent standards of current conveyancing practice in Ireland). Good and marketable title shall be established either by way of a certificate of title from the Contributing Congregation's solicitor or by way of an investigation of title by the Chief State Solicitor (at the Chief State Solicitor's option). In default of agreement between the State Party and/or Chief State Solicitor and the said Contributing Congregation as to the quality of the title to any real property, the matter may be referred for determination, on the application of either the State Party or the said Contributing Congregation, to the Conveyancing Committee of the Law Society of Ireland without prejudice to the entitlement of either party to have the matter determined by a Court.

In the event that good and marketable title cannot be established, however, the relevant Contributing Congregation shall have the right to replace the relevant real property asset with cash or other real property assets (at its sole discretion). The provisions of this Clause 13 shall apply to any proposed real property replacement.

14. In respect of any real property which it is proposed will be transferred to the State Party by a Contributing Congregation as contemplated by this Indemnity, each such party shall bear its own costs (including legal costs) in respect of the investigation of title, valuation and transfer of such property.
15. The Deed shall constitute a voluntary agreement and shall not be construed as a contribution, payment or compromise for the purposes of the Civil Liability Acts 1961-1964 or otherwise.
16. In the event of any dispute arising out of this Deed (save under Clauses 9 and 13 hereof), including without limitation as to whether any claim falls within the scope of this Indemnity, (a "Dispute"), the authorised representatives of each of the State Party and the relevant Contributing Congregation shall meet and endeavour to resolve the said Dispute in good faith and in an expeditious manner.

Failing such resolution within a period of 30 days from the commencement of the Dispute (or such period as may be agreed by the relevant parties), the Dispute shall be referred on the application of either party to an independent person to be appointed by agreement of the parties or failing that by the President for the time being of the Law Society of Ireland (the "Expert")

The Expert shall be entitled in rendering his decision to take into account only such evidence as the parties shall have put forward to such Expert. Any such decision shall be final and binding on the parties (save in the case of manifest error) and shall be given by the Expert acting as expert and not as arbitrator. The Expert shall give his decision in writing stating the reasons therefor.

The costs of the Expert shall be borne equally by the State Party and the relevant Contributing Congregation unless the Expert shall decide that one party has acted unreasonably, in which case he shall have discretion as to costs.

17. Any notice to a party under this Deed shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid recorded delivery to the address of the party as set out below or as otherwise notified in writing from time to time:-

The State Party

Address: Secretary General, Department of Education and Science,  
Marlborough Street, Dublin 1.

The Contributing Congregations

In respect of each Contributing Congregation, the congregational superior/leader of that Contributing Congregation.

A notice shall be deemed to have been served at the time of delivery, if served personally, or 48 hours after posting, if served by prepaid recorded delivery.

Where a Contributing Congregation becomes aware of any claim which could give rise to a matter which lies within the scope of this Indemnity, such Contributing Congregation shall notify the State Party of such claim as soon as practicable after becoming so aware.

Where the State Party becomes aware of any claim which could give rise to a matter which lies within the scope of this Indemnity, the State Party shall notify the Contributing Congregation the subject of such claim as soon as practicable after becoming so aware (which awareness, for the avoidance of doubt, shall be deemed to constitute notice for the purposes of Clause 1 above).

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first herein WRITTEN.

**FIRST SCHEDULE****List of Contributing Congregations**

Congregation of the Sisters of Mercy (South Central Province)  
Congregation of the Sisters of Mercy (Northern Province)  
Congregation of the Sisters of Mercy (Western Province)  
Congregation of the Sisters of Mercy (Southern Province)  
Daughters of Charity of St. Vincent de Paul  
Congregation of Christian Brothers  
Congregation of Our Lady of Charity of the Good Shepherd  
Congregation of Presentation Brothers  
Institute of Charity (Rosminians)  
Congregation of Oblates of Mary Immaculate  
Hospitaller Order of St. John of God  
Religious Sisters of Charity  
Congregation of the Sisters of Our Lady of Charity of Refuge  
Congregation of the Sisters of St. Clare  
Institute of St. Louis  
Union of the Presentation Sisters  
Institute of the Brothers of the Christian Schools (De La Salle)  
Dominican Friars' Order of Preachers  
Daughters of the Heart of Mary  
Congregation of the Brothers of Charity  
Congregation of the Sisters of Nazareth



SIGNED, SEALED & DELIVERED  
by the said MINISTER FOR FINANCE  
in the presence of:

*John Laffrey*  
Assistant Secretary

*Ken Carth*  
Assistant Secretary

SIGNED, SEALED & DELIVERED  
by the said MINISTER FOR EDUCATION  
AND SCIENCE  
in the presence of:

*Michael Woods*

~~*John Dowling*~~  
~~Secretary General~~

SIGNED, SEALED & DELIVERED  
by SA HELENA O'DONOGHUE  
for and on behalf of the  
CONGREGATION OF THE SISTERS OF MERCY  
(SOUTH CENTRAL PROVINCE)  
in the presence of:

*Helena O'Donoghue*

*Nicholas G. Moore*  
Solicitor  
A. Carr

SIGNED, SEALED & DELIVERED  
by ANN MARIE Mc QUOID  
for and on behalf of the  
CONGREGATION OF THE SISTERS OF MERCY  
(NORTHERN PROVINCE)  
in the presence of:

*Ann Marie Mc Quoid*

*Nicholas G. Moore*  
Solicitor  
A. Carr

SIGNED, SEALED & DELIVERED  
by SR MARGARET CASEY  
for and on behalf of the  
CONGREGATION OF THE SISTERS OF MERCY  
(WESTERN PROVINCE)  
in the presence of:

SR Margaret Casey

Michael Ball  
Solicitor  
All Cox.

SIGNED, SEALED & DELIVERED  
by SR. LORETTA CROWLEY  
for and on behalf of the  
CONGREGATION OF THE SISTERS OF MERCY  
(SOUTHERN PROVINCE)  
in the presence of:

SR. Loretta Crowley

Michael Ball  
Solicitor.  
All Cox

SIGNED, SEALED & DELIVERED  
by SR. Catherine Mulligan  
for and on behalf of the  
DAUGHTERS OF CHARITY OF  
ST. VINCENT DE PAUL  
in the presence of:

SR. Catherine Mulligan.

Michael Ball  
Solicitor  
All Cox.

SIGNED, SEALED & DELIVERED  
by BR. MICHAEL REYNOLDS AND BR. JOHN BURKE  
for and on behalf of the  
CONGREGATION OF CHRISTIAN BROTHERS  
in the presence of:

Michael Reynolds  
John Burke

Michael Ball  
Solicitor  
All Cox

SIGNED, SEALED & DELIVERED  
by SR. AILEEN D'ALTON  
for and on behalf of the  
CONGREGATION OF OUR LADY OF CHARITY  
OF THE GOOD SHEPHERD  
in the presence of:

Si. Aileen D'Alton

Macl Emm  
Solicitor  
Aell Cox.

SIGNED, SEALED & DELIVERED  
by SR. PATRICK FITZGIBBON  
for and on behalf of the  
CONGREGATION OF PRESENTATION BROTHERS  
in the presence of:

Br. P. Fitzgibbon

Nicholas G. Moore  
Solicitor  
A-Cox

SIGNED, SEALED & DELIVERED  
by MATT GAFFNEY  
for and on behalf of the  
INSTITUTE OF CHARITY (ROSMINIANS)  
in the presence of:

matt gaffney

Nicholas G. Moore  
Solicitor  
Arthur Cox, Solicitor.

SIGNED, SEALED & DELIVERED  
by THOMAS MURPHY  
for and on behalf of the  
CONGREGATION OF OBLATES OF  
MARY IMMACULATE  
in the presence of:

Thomas Murphy

David Lynch,  
Solicitor,  
Arthur Cox.

SIGNED, SEALED &amp; DELIVERED

by *RONAN LEWON*  
for and on behalf of the  
**HOSPITALER ORDER OF  
ST. JOHN OF GOD**

in the presence of:

*Joanne O'Leary*  
*Solicitor*  
*Arthur Cox**Ronan Lewon*

SIGNED, SEALED &amp; DELIVERED

by *UNA O'NEILL*  
for and on behalf of the  
**CONGREGATION OF THE  
RELIGIOUS SISTERS OF CHARITY**

in the presence of:

*NICHOLAS G. MOORE*  
*Solicitor*  
*Arthur Cox, Solicitor**Una O'Neill*

SIGNED, SEALED &amp; DELIVERED

by *ANN MARIE RYAN*  
for and on behalf of the  
**CONGREGATION OF THE SISTERS OF  
OUR LADY OF CHARITY OF RERUGE**

in the presence of:

*Mark Lee*  
*Solicitor*  
*Arthur Cox**Ann Marie Ryan*

SIGNED, SEALED &amp; DELIVERED

by *PATRICIA ROGERS*  
for and on behalf of the  
**CONGREGATION OF THE  
SISTERS OF ST. CLARE**

in the presence of:

*David Lynch,*  
*Solicitor,*  
*Arthur Cox**Patricia Rogers*

SIGNED, SEALED & DELIVERED  
by **NOREEN SHANKEY**  
for and on behalf of the  
**INSTITUTE OF ST. LOUIS**  
in the presence of:

*Noreen Shankey*

*Nicholas G. Moore*  
*Solicitor*  
*A. Cox*

SIGNED, SEALED & DELIVERED  
by **SR. PIUS Mc HUGH**  
for and on behalf of the  
**UNION OF THE PRESENTATION SISTERS**  
in the presence of:

*Sr. Pius McHugh*

*Mr. L. L. L.*  
*Solicitor*  
*A. Cox*

SIGNED, SEALED & DELIVERED  
by **BR. STEPHEN DEIGNAN**  
for and on behalf of the  
**INSTITUTE OF THE BROTHERS  
OF THE CHRISTIAN SCHOOLS  
(DE LA SALLE)**  
in the presence of:

*Stephen Deignan*

*Joan O'Leary*  
*Solicitor*  
*Arthur Cox*

SIGNED, SEALED & DELIVERED  
by **GERARD MANNING**  
for and on behalf of the  
**DOMINICAN FRIARS' ORDER OF PREACHERS**  
in the presence of:

*Gerard Manning of*

*David Lynch*  
*Solicitor*  
*Arthur Cox*