Execution Version

DATED 17 December 2014

THE CENTRAL BANK OF IRELAND

AND

TRALEE CREDIT UNION LIMITED

FINANCIAL INCENTIVE AGREEMENT

ARTHUR COX
Execution Version

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THIS AGREEMENT is made on 2014

BETWEEN:

(1) THE CENTRAL BANK OF IRELAND, Central Bank of Ireland, PO Box No. 559, Dame Street, Dublin 2, Ireland (the “Central Bank”); and

(2) TRALEE CREDIT UNION LIMITED, a credit union registered in Ireland with registration number 184CU and having its registered office at 45-47 Ashe Street, Tralee, County Kerry (“TCU”).

BACKGROUND:

A. It is proposed that the Transferring Business be transferred from KCU to TCU under a Transfer Order (the “Transaction”).

B. In connection with the Transaction, the Minister has agreed, at the request of the Central Bank, on the terms and conditions contained in this Agreement, to the provision of the financial incentive payments referred to in this Agreement to TCU to become the transferee of the Transferring Business. The entry into this Agreement by the parties is a condition of TCU accepting any transfer of the Transferring Business.

C. The Parties wish to set out the terms and conditions upon which the financial incentive referred to in this Agreement shall be provided in accordance with the Act to TCU in respect of the Transferring Business.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, in this Agreement:

“Act” means the Central Bank and Credit Institutions (Resolution) Act 2011;

“Agreement” means this agreement (including the Recitals and the Appendices hereto);

“Authorised Representative” means Patrick Casey, or such other person as the Central Bank may nominate in writing to TCU from time to time;

“Business Day” means a day (other than a Saturday or Sunday or public holiday in Ireland) on which clearing banks in Dublin are generally open for a full range of banking transactions;

“Cash Financial Incentive Amount” means a payment in the amount of EUR2,096,116 (two million, ninety-six thousand, one hundred and sixteen euro) to be made by the Central Bank to TCU from the Fund on Completion in accordance with Clause 3.2;

“Completion” means completion of the transfer of the Transferring Business by KCU to TCU pursuant to the terms of a Transfer Order;

“Completion Date” means the date on which Completion occurs;

“financial incentive” shall be construed in accordance with Section 46 of the Act;
"Fund" has the meaning given to it in Section 10 of the Act;

"Minister" means the Minister for Finance;

"Integration Costs Payment" means a payment in the amount of EUR50,000 (fifty thousand euro) to be made by the Central Bank to TCU from the Fund on Completion in accordance with Clause 3.2 in contribution to the costs and expenses incurred and to be incurred by TCU in connection with the integration of the Transferring Business and the existing business and undertaking of TCU following Completion;

"KCU" means Killorglin Credit Union Limited, a credit union registered in Ireland with registration number 247CU and having its registered address at Mill Road, Killorglin, Co. Kerry;

"Pre-contractual Statement" has the meaning given to it in Clause 7.6(a);

"Proceedings" has the meaning given to it in Clause 7.10(b);

"TCU Account" means minimum reserve account maintained in the name of TCU with the Central Bank;

"Relevant Date" means 30 January 2015;

"Transaction" has the meaning given to it in Recital A above;

"Transfer Order" means a transfer order, as defined in Section 30 of the Act, made by the High Court in accordance with Part 5 of the Act, such transfer order being substantially in the form appended as the Appendix;

"Transferring Business" means the entire business engagement, being all of the assets of KCU (of any kind or description) and all of the liabilities of KCU (of any kind or description), as at Completion that are to be transferred to TCU pursuant to the Transfer Order; and

"Working Hours" has the meaning given to it in Clause 7.8(d).

1.2 In this Agreement, unless the context otherwise requires:

(a) where a party is required to use "all reasonable endeavours" that party should explore all avenues reasonably open to it, and explore them all to the extent reasonable, but the party is neither obliged to disregard its own commercial interests, nor required to continue trying to comply if it is clear to such party acting reasonably that all further efforts would be futile;

(b) a reference to:

(i) a party includes its personal representatives, successors in title and permitted assigns;

(ii) a "person" includes any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture association or partnership (whether or not having a separate legal personality);
(iii) a Clause, sub-clause, paragraph, sub-paragraph, or Appendix, unless otherwise specified, is a reference to a Clause, sub-clause, paragraph sub-paragraph of or Appendix to this Agreement;

(iv) writing or similar expressions includes, unless otherwise specified, transmission by fax but excludes email;

(v) the singular includes the plural and vice versa and references to one gender includes all genders;

(vi) "day" or a "Business Day" shall mean a period of twenty-four (24) hours running from midnight to midnight;

(vii) a "month" shall mean a calendar month;

(viii) times are to time in Ireland;

(ix) any other document referred to in this Agreement is a reference to that document as amended, varied, novated or supplemented at any time; and

(x) "in the approved terms" shall mean in the form and content agreed between each of the parties on or prior to the date of this Agreement, a copy of which has been initialled by or on behalf of each of them for the purposes of identification on the execution of this Agreement.

(c) a reference to a statute or statutory provision shall be construed as a reference to the laws of Ireland unless otherwise specified and includes:

(i) any subordinate legislation made under it including all regulations, by-laws, orders and codes made thereunder;

(ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

in each case, prior to Completion; and

(d) the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word "other", "including", "include" and "in particular" or any similar expression shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The table of contents and headings in this Agreement are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.4 It is acknowledged and agreed by the parties that the provisions of this Agreement have been negotiated, drafted and settled jointly by and on behalf of the parties and accordingly, if any question arises at any time as to the meaning, intent or interpretation of any provision or provisions of this Agreement, no presumption or
burden of proof will arise in favour of or against any party solely as a result of the authorship of any of the provisions of this Agreement.

1.5 For the avoidance of doubt, this Agreement is entirely without prejudice to the statutory powers and functions of the Central Bank.

2. CONDITIONS

2.1 The obligations of each of the parties under this Agreement are conditional upon:

(a) KCU not, at any time prior to the Completion Date, having disposed of all, or any material part, of its business and assets; and

(b) the completion of the transfer of the Transferring Business to TCU pursuant to the Transfer Order; and

(c) the Transfer Order not having been set aside pursuant to Section 34 of the Act or otherwise subject to judicial review, injunctions, or any action pending in relation to the Transfer Order.

2.2 If the Transfer Order is set-aside pursuant to Section 34 of the Act, the full amount of any Cash Financial Incentive Amount and any Integration Costs Payment paid to TCU by the Central Bank from the Fund pursuant to this Agreement shall be repaid by TCU to the Central Bank within 3 Business Days thereafter.

3. THE FINANCIAL INCENTIVE

3.1 On and subject to the terms and conditions set out in this Agreement, and as a financial incentive to TCU agreeing to become the transferee of the Transferring Business, the Central Bank shall pay to TCU from the Fund an amount equal to the aggregate of:

(a) the Cash Financial Incentive Amount; and

(b) the Integration Costs Payment.

3.2 The Central Bank shall pay the Cash Financial Incentive Amount and the Integration Costs Payment from the Fund to the TCU Account on the Completion Date.

4. VARIATION OF THE TRANSFER ORDER

The Parties hereby agree that, if the Court makes an Order varying the terms of the Transfer Order, and such variation results in the exclusion of a material part of the Transferring Business not being transferred to TCU, then the Parties shall engage in good faith negotiations with each other with a view to agreeing a variation of the terms of this Agreement, including, where applicable, the amount of the Financial Incentive, to reflect the value of any material asset or liability of KCU that has been so excluded.

5. TERMINATION

5.1 Notwithstanding any other provision of this Agreement, the Central Bank shall be entitled (but not obliged), by notice in writing to TCU, to terminate this Agreement immediately if:

(a) either TCU or KCU becomes insolvent, has an application made for the appointment of an administrator, special manager, examiner, liquidator,
receiver to it, commenced against it, it enters into any reorganisation (other than a solvent re-organisation), merger or demerger or it ceases, or is required to cease, to carry on the whole or a material part of its business; or

(b) TCU commits a material breach of this Agreement and such breach (if, in the sole opinion of the Central Bank, it is capable of remedy) is not remedied within 20 Business Days of the date upon which TCU is notified in writing of such breach; or

(c) having been made, the Transfer Order is set-aside pursuant to Section 34 of the Act; or

(d) if Completion shall not have occurred because any of the conditions precedent in Clause 2.1 have not been satisfied on or prior to the Relevant Date.

5.2 Any termination of this Agreement shall:

(a) be without prejudice to any rights of the parties relating to the period prior to termination; and

(b) not affect the obligations of TCU hereunder which shall survive the termination of this Agreement save to the extent that this Agreement specifically otherwise provides.

6. INFORMATION AND BANK REPRESENTATIVE

The Central Bank, or its agents or advisers, shall be given a full opportunity to examine the books and records of TCU on reasonable notice at any time and shall be promptly supplied with all relevant information, including monthly management accounts and such other trading and financial information, in such form as they may require to keep the Central Bank and the Minister (and TCU hereby consents to the disclosure of such information to the Minister) fully and properly informed about the business and business prospects of TCU and generally to protect the Central Bank’s interests in respect of the matters referred to in this Agreement.

7. GENERAL

7.1 Costs and Expenses

Each party shall pay its own costs and expenses in connection with the negotiation, preparation, execution and implementation of this Agreement.

7.2 Counterparts

(a) This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.

(b) Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

7.3 Assignment
No party may assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement to any person without the prior written consent of the other party (which shall not be unreasonably withheld or delayed).

7.4 **Effect of Completion**

Except to the extent already performed, all the provisions of this Agreement shall, so far as they are capable of being performed or observed, continue in full force and effect notwithstanding Completion.

7.5 **Variation**

This Agreement may only be varied in writing (excluding electronic methods of writing) signed by each of the parties.

7.6 **Entire Agreement**

(a) For the purposes of this Clause, "**Pre-contractual Statement**" means a draft agreement, undertaking, representation, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to this Agreement made or given by a party to this Agreement or any other person at any time prior to the date of this Agreement.

(b) This Agreement constitutes the whole only and entire agreement between the parties relating to the Transaction and the financial incentive being provided to TCU in connection with Completion.

(c) Except to the extent repeated in this Agreement, this Agreement supersedes and extinguishes any Pre-contractual Statement.

(d) Each party acknowledges that in entering into this Agreement it is not relying upon any Pre-contractual Statement which is not set out in this Agreement.

(e) Without prejudice to the provisions of Section 33AJ of the Central Bank Act 1942, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement (except in the case of fraud or wilful default) except to the extent repeated in this Agreement.

(f) Without prejudice to the foregoing provisions of this Clause 7.6, TCU hereby expressly, unconditionally and irrevocably acknowledges to and agrees with the Central Bank that neither the Central Bank, KCU nor the Minister has given or hereby give any warranty or representation (and no such warranty or representation shall be implied) with respect to the Transferring Business, or any of the assets or liabilities of KCU, or any of them for any purpose (notwithstanding that the Central Bank, KCU and / or the Minister (or either of them) may know of such purpose) and any such warranty or representation implied by applicable law is hereby excluded to the fullest extent that it is legally possible to do so.

7.7 **Time of Essence**

Time is of the essence as regards every obligation of any party under this Agreement.

7.8 **Notices**
(a) Subject to Clause 7.8(b), any notice or other communication under this Agreement shall only be effective if it is in writing and in English.

(b) Communication by electronic mail shall be effective under this Agreement.

(c) Any notice or other communication given or made under this Agreement shall be addressed as provided in Clause 7.8(e) and, if so addressed, shall, in the absence of earlier receipt, be deemed to have been duly given or made as follows:

(i) if sent by personal delivery, on delivery at the address of the relevant party;

(ii) if sent by commercial courier, on the date and at the time of signature of the courier’s receipt;

(iii) if sent by pre-paid post, 2 (two) clear Business Days after the date of posting; or

(iv) if sent by fax, when transmitted.

(d) Any notice or other communication given or made, or deemed to have been given or made, outside Working Hours will be deemed not to have been given or made until the start of the next period of Working Hours. For the purpose of this Clause 7.8(d), “Working Hours” means 9am to 5pm on a Business Day.

(e) The relevant notice details are:

<table>
<thead>
<tr>
<th>Address</th>
<th>Fax No. / Email</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Central Bank of Ireland</strong></td>
<td></td>
</tr>
<tr>
<td>PO Box No. 559</td>
<td></td>
</tr>
<tr>
<td>Dame Street Dublin 2</td>
<td></td>
</tr>
<tr>
<td><strong>Marked for the attention of:</strong> Patrick Casey, Deputy Head, Special Resolution Unit, Central Bank of Ireland</td>
<td></td>
</tr>
<tr>
<td>PO Box No. 559</td>
<td><a href="mailto:patrick.casey@centralbank.ie">patrick.casey@centralbank.ie</a></td>
</tr>
<tr>
<td>Dame Street Dublin 2</td>
<td></td>
</tr>
</tbody>
</table>
A party may notify the other parties of a change to its notice details. That notification shall only be effective on:

(i) any effective date specified in the notification; or

(ii) if no effective date is specified or the effective date specified is less than 5 (five) clear Business Days after the date when notice is received, the date falling 5 (five) clear Business Days after the notification has been received.

7.9 **Announcements and Confidentiality of Agreement**

(a) No public announcement, communication or circular concerning the transactions referred to in this Agreement shall be made or despatched at any time by TCU without the prior written consent of the Central Bank (such consent not to be unreasonably withheld or delayed).

(b) TCU shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement or the transactions contemplated by it, to the Central Bank or to the negotiations relating to this Agreement.

(c) TCU may disclose information which would otherwise be confidential by virtue of this Clause 7.9 if and to the extent:

(i) it is required to do so by law or by any securities exchange or regulatory or governmental body to which it is subject wherever situated;

(ii) it is required to do so by any court order, process or proceedings;

(iii) it considers it necessary to disclose the information to its professional advisers, auditors and/or bankers provided that it does so on a confidential basis;

(iv) the information has come into the public domain through no fault of TCU or by virtue of the Transfer Order; or

(v) the Central Bank has given its consent in writing.
7.10 **Governing Law and Jurisdiction**

(a) Any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

(b) Each of the parties to this Agreement irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Agreement (the “**Proceedings**”) shall therefore be brought in the courts of Ireland. Each of the parties to this Agreement irrevocably waives any objection to Proceedings in the courts of Ireland on the grounds of venue or on the grounds of forum **non conveniens**.
APPENDIX
The Transfer Order

Record Number [●]

IN THE MATTER OF KILLORGLIN CREDIT UNION LIMITED
AND
IN THE MATTER OF THE CENTRAL BANK AND CREDIT INSTITUTIONS
(RESOLUTION) ACT 2011
AND
IN THE MATTER OF AN APPLICATION BY THE CENTRAL BANK OF IRELAND FOR A
TRANSFER ORDER IN RELATION TO KILLORGLIN CREDIT UNION LIMITED
PURSUANT TO SECTION 30 OF THE CENTRAL BANK AND CREDIT INSTITUTIONS
(RESOLUTION) ACT 2011 AND ANCILLARY ORDERS

THE [●] 2014

BEFORE THE PRESIDENT

Upon the ex parte application of the Central Bank of Ireland (the “Applicant”) for a Transfer Order pursuant to Section 30 of the Central Bank and Credit Institutions (Resolution) Act 2011 (the “Act”) in respect of Killorglin Credit Union Limited, a credit union registered in Ireland with registration number 247CU and having its registered office at Mill Road, Killorglin, Co. Kerry (and hereinafter, “KCU”) along with related reliefs, including an application under Section 99 of the Act for restrictions with regard to the disclosure in open Court, publication or reporting of material that might be commercially sensitive, coming before this Honourable Court this day in the presence of Counsel for the Applicant.

Whereas and upon reading the Ex Parte Docket herein dated the [●] of [●] 2014, the Grounding Affidavit of Patrick Casey sworn on [●] day of [●] 2014 and the exhibits referred to in said Affidavit and on hearing what was offered by Counsel for the Applicant.

And whereas the transferee, Tralee Credit Union Limited, a credit union registered in Ireland with registration number 184CU and its registered office at 45-47 Ashe Street, Tralee, County Kerry (and hereinafter, “TCU”), has agreed to accept the transfer on the terms set out in this Transfer Order.
And on the application by Counsel for the Applicant for an Order prohibiting publication of the fact of the within application pending the making of a Transfer Order pursuant to Section 30 of the Act.

IT IS ORDERED that the Applicant be granted the following reliefs:

8. A Transfer Order pursuant to Section 30 of the Act in respect of KCU in the following terms:

8.1 The transferor is Killorglin Credit Union Limited of Mill Street, Killorglin, Co.Kerry.

8.2 The transferee is Tralee Credit Union Limited of 45-47 Ashe Street, Tralee, County Kerry.

8.3 On the making of this Transfer Order (the “Transfer Time”) the business and undertaking of KCU, which comprises the following assets and liabilities of KCU as set out in this paragraph (the “Assets and Liabilities”), shall be transferred by KCU as beneficial owner to TCU immediately in accordance with Section 30(5) of the Act for the consideration and under the terms and conditions specified in this Transfer Order:

(a) all assets of KCU at the Transfer Time including, without limitation:

(i) any and all of KCU’s right, title and interest in and to all causes of action, claims, entitlements and proceedings that relate to any period prior to the Transfer Time (whether arising from breach of law (including tax law), regulation, contract, tortious actions or omissions, breach of duty or otherwise howsoever arising and whether actual, contingent or prospective) which KCU is or would at any time in the future (apart from the making of any transfer order) be entitled to take, make or claim against any person, company or body corporate, partnership, limited partnership or any other association or entity and all remedies and recourse in respect thereof (“KCU Claims”);

(ii) any and all of KCU’s right, title and interest in and to all loans made by KCU prior to the Transfer Time, including, without limitation, (A) any right, title and interest of KCU in any security granted to secure any of the Loans (“Security”), (B) any right, title and interest of KCU under any guarantee or other surety given in respect of any Loan (“Surety”) and (C) any right, title and interest of KCU in and
to all KCU Claims relating to the Loans, any Security and / or any Surety;

(iii) any and all of KCU’s right, title and interest in and to all fixtures and fittings, plant, machinery, equipment (including, without limitation, all information technology, computer and telecommunications systems and equipment), motor vehicles, tools, furniture, stock and other tangible assets of KCU;

(iv) any and all of KCU’s right, title and interest in and to all means patents, trade marks, service marks, registered designs, utility models, design rights, topography rights, copyrights (including copyright in computer programs), database rights, inventions, know-how, confidential information, business or trade names, get-up, domain names, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character (including all associated goodwill), enforceable anywhere in the world (whether or not the same are registered or capable of registration) and all applications for, or for the protection of, any of the foregoing owned, used-by, or licensed-to, KCU;

(v) any and all of KCU’s right, title and interest in and to all securities, shares, investments, bonds (including Irish Government Bonds);

(vi) any and all of KCU’s right, title and interest in and to all cash in hand or at bank and all cheques and other securities representing them;

(vii) all such right, title and interest of KCU in respect of the premises located at Mill Street, Killorglin, Co. Kerry (the “Premises”) and all fixtures and fittings, plant and other tangible assets that are attached to the Premises; and

(viii) all other property, rights and assets of KCU of any description not specifically listed above.

(b) all claims, liabilities (actual, contingent, prospective or otherwise), obligations, debts of and amounts owed by KCU at the Transfer Time of any nature, kind or description including, without limitation, all liabilities of KCU relating to all deposit or other accounts held at the Transfer Time with KCU in the name of or on behalf of any person;
the "Employees" being the rights and obligations of KCU arising from contracts of employment existing at the Transfer Time or from collective agreements; and

the "Records" being all mandates, terms and conditions, instructions, applications, customer verification documents, directions, files, books, correspondence and other records of KCU in so far as they relate to the assets and liabilities of KCU referred to at paragraphs 8.3(a), 8.3(b) and 8.3(c) above, held on whatever medium.

9. The consideration for the transfer of the assets is the assumption by TCU of the liabilities, in each case, comprised in the Assets and Liabilities, together with the financial incentive detailed in the financial incentives agreement dated [●] 2014 between the Applicant and TCU attached hereto at Appendix 1.

10. In accordance with Section 45(1)(a) of the Act, the rights and obligations of KCU pursuant to all agreements relating to the Assets and Liabilities to which KCU is a party shall be transferred at the Transfer Time to TCU.

11. In accordance with the provisions of Section 49 of the Act, at the Transfer Time, all share accounts held with KCU shall become share accounts held with TCU, and all rights (including rights of set-off) and obligations of KCU with respect to such share accounts shall be transferred at the Transfer Time to TCU.

12. Pursuant to Section 30(5) of the Act, this Transfer Order shall have effect immediately, the Court being satisfied that it is necessary in all the circumstances.

13. The Court considers the incidental, consequential and supplemental provisions set out below to be appropriate for implementing the transfer of the Assets and Liabilities and securing that it be fully and effectively carried out and accordingly orders, under Section 45(7) of the Act, as follows:

13.1 KCU and TCU shall each transfer or disclose to each other such information (including personal data within the meaning of the Data Protection Acts 1988 and 2003) as is required to enable the other to carry out or undertake any matter or thing provided for under this Transfer Order.

13.2 TCU shall preserve, or procure the preservation of the Records for a period of not less than 7 (seven) years from the Transfer Time and during that period shall, upon receipt of reasonable notice, permit and allow:
(a) KCU and/or its agents, accountants or other advisors or representatives, or

(b) any liquidator appointed to or in respect of KCU and/or such liquidator’s agents, accountants or other advisors or representatives;

access to, and at its own expense to take copies of, the Records or any other information relating to the Assets and the Liabilities (including any personal data within the meaning of the Data Protection Acts 1988 and 2003).

13.3 Any instruction, order, direction, confirmation, declaration, documentation, mandate or authority given to KCU in the course of or incidental to or relating to the Assets and Liabilities and subsisting immediately before the Transfer Time shall be treated for all purposes relating to the Assets and Liabilities as having been given to TCU.

13.4 Any payment received on or after the Transfer Time by or on behalf of KCU that relates to the Assets and Liabilities held by or on behalf of TCU immediately before the Transfer Time is to be treated as received by or on behalf of TCU.

13.5 Anything:

(a) that relates to some or all or any part of the Assets and Liabilities immediately prior to the Transfer Time; and

(b) which is in the process of being done in relation to the Assets and Liabilities by KCU immediately before the Transfer Time,

shall be continued by or in relation to TCU on the same terms and subject to the same discretions, save as otherwise necessitated (and only to the extent necessitated) by the transfer of the Assets and the Liabilities to TCU.

13.6 Nothing in this Transfer Order shall prejudice or limit in any way the rights and obligations of any liquidator appointed to or in respect of KCU.

AND IT IS ORDERED pursuant to Section 99 of the Act and/or the inherent jurisdiction of this Honourable Court that there be no disclosure in open Court and no publication or reporting of the paragraphs, or parts of paragraphs, which have been highlighted in green only in the Affidavit of Patrick Casey sworn [●], together with the paragraphs, or parts of
paragraphs, of Exhibit [●]" to the Affidavit of Patrick Casey sworn [●] 2014[, which have been highlighted in green.]

And the Applicant has liberty to apply.

[●]
REGISTRAR
[●]2014

Arthur Cox
Solicitors for the Applicant
Earlsfort Centre
Earlsfort Terrace
Dublin 2
EXECUTED on behalf of
CENTRAL BANK OF
IRELAND

[Signature]
Authorised Signatory

GIVEN under the common seal of
TRALEE CREDIT UNION LIMITED
and delivered as a deed

[Signature]
Director

[Signature]
Director/Secretary

Witness

[Signature]
Name

[Signature]
Address