

THIS DEED OF TRUST made the 24th day of October 2023

BY

TRUSTEE Pat McGrath of Ardnaglass, Ballymote, Co. Sligo, Eircode F56 CA44, PPS No.3507124T;

TRUSTEE Pauline Lavelle of Carrickbanagher, Drumfin, Co. Sligo, Eircode F52 F654, PPS No.3938953R;

TRUSTEE Bernie Conboy of 16 Riocht Na Si, Ballygawley, Co. Sligo. Eircode F91 X4C2, PPS No. 3782756B;

WHEREAS:-

- 1.1 Brian Domi Mallon ("Brian") is an Irish citizen (20th October 1993) whose parents are Gerard Mallon and Brenda Mallon ("Gerard and Brenda") who suffered a serious head injury as a result of a fall in Barcelona, Catalonia, Spain on the 3rd March 2023 as a consequence of which he is presently permanently and totally incapacitated by reason of physical infirmity without being able to maintain himself for the purposes of Section 189A of the Taxes Consolidation Act 1997.
- 1.2 The circumstance of his fall do not to give Brian any cause of action for compensation for personal injury under the laws of Spain or the laws of the Republic of Ireland.
- 1.3 As a consequence of his accident Brian has been left requiring twenty-four/seven total care; he is incapable of speech as a result of the high level of brain damage sustained by him in the fall and the subsequent complications which developed in his post-accident care; he is completely paralysed on his right side and partially paralysed on his left side and peg fed. He is incapable of speech at present. He was discharged from Can Ruti Hospital in Carretera de Canyet, s/n, 08916 Badalona, Barcelona, Spain on the 1st August 2023 to the care of Guttman Institute for neuro rehabilitation at Carrer Garcilaso, 57108027, Barcelona ("the Guttman Institute") where he is scheduled to remain as an inpatient until the 1st December 2023. It is intended that upon his discharge subject to his achieving certain medical criteria he will continue to attend at the Guttman Institute as a day patient for continuing rehabilitation at an acquired brain injury clinic there.
- 1.4 In the circumstances that have arisen it is necessary at present to support Brian in his recovery. In the event of his recovery progressing to a standard satisfactory to the Guttman Institute he will continue to attend the rehabilitation programme there which will last for two years or for so long as the Guttman Institute determine to assess his rehabilitation. In this eventuality Brian will require to source structurally suitable and adapted accommodation appropriate to his needs in the vicinity of the Guttman

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Certified a true copy

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Institute at Badalona, Barcelona, Spain. Brian's parents Gerard and Brenda will have to re-locate to Spain and will have to live with him and support his rehabilitation at the Guttman Institute. When his rehabilitation is completed, it is intended that the family return back to Ireland where Brian will reside either with his family or in other suitable accommodation structurally adapted to meet his needs. In the event that he does not progress sufficiently to enable him to attend at the Guttman Institute as an out-patient he will require to be repatriated to reside with his family here in Ireland with structural alterations required to the family home to render it suitable to his needs to be carried out or in the alternative to reside at other suitable residential accommodation in Ireland and to avail of such rehabilitation and treatment as may be available to him in Ireland.

1.5 In these circumstances it has been decided to seek assistance from the public by way of an appeal for funds to assist Gerard and Brenda in meeting Brian's financial needs including the cost of providing suitable medical and rehabilitative treatment for Brian; the cost of either renting or purchasing accommodation suitable to his needs as they evolve from time to time and the cost of making any necessary structural alterations to such accommodation to render it more suitable for his needs and those of his family in supporting him and the cost of all necessary medical and rehabilitative care so as to maximise his recovery potential including without prejudice to the generality of the foregoing the cost of renting or purchasing any specialist equipment, vehicles and plant or machinery to facilitate his comfort and care and treatment where there is medical and rehabilitative need and to meet all ancillary costs which will be incurred by the family in facilitating his recovery, care and maintenance of his medical and non-medical needs but not limited to the cost of specialist treatment, transport, maintenance, repair and upkeep of same for the cost of transport to include his family supporters and future care, maintenance and upkeep.

1.6 To facilitate such public appeal for financial assistance and the proper administration of any and all of the funds received it has been decided to establish a trust and the Trustees have agreed to act as trustees for the said trust on the terms and conditions hereinafter appearing.

2. **NOW IT IS HEREBY WITNESSETH** as follows: -

2.1 **NAME OF TRUST**

The Trust established by this deed shall be called "The Brian Domi Mallon Support Trust".

2.2 **OBJECTS/PURPOSES OF THE TRUST**

The Objects and Purposes of the Trust shall be: -

- 2.2.1 To provide financial assistance to Brian in meeting his day-to-day expenses and to provide for his maintenance, upkeep, care and support in such manner as the Trustees shall from time to time decide.
- 2.2.2 To provide financial assistance to Brian in meeting his medical and rehabilitation expenses (whether in Spain, Ireland or elsewhere) and the payment for such rehabilitation services, physiotherapy, occupational therapy, speech therapy or any and all other therapies available to Brian to advance his rehabilitation and recovery and for the rental or purchase of any necessary medical; aids appliances and equipment required for Brian to facilitate his recovery as the Trustees in their discretion shall from time to time decide.
- 2.2.3 To provide financial assistance to Brian and his family in meeting his and their accommodation expenses by providing him and them with suitably adapted accommodation for his and their use either by rental or purchase and in carrying out such structural alterations to any such accommodation or to the family home of Gerard and Brenda as shall be necessary to render same more suitable for his care and needs as they evolve for the rest of Brian's natural life.
- 2.2.4 To provide financial assistance to Brian and his family in meeting the travel costs incurred by Brian and his family in travelling to and from such locations as Brian may from time to time require including without prejudice to the generality of the foregoing in arranging to have Brian seen/reviewed by any and all appropriate medical specialists (including therapists of every kind) anywhere in the world as the Trustees may from time to time consider appropriate based on the medical information available to them to include any and all special travel expenses or travel arrangements which may from time to time emerge at any time henceforth and which require to be incurred for Brian's benefit and/ or the benefit of his family in supporting him.
- 2.2.5 To provide financial assistance to Brian and his family with all acts and things which will facilitate Brian's recovery, maintenance, care and upkeep as the Trustees in their discretion shall from time to time decide PROVIDED ALWAYS THAT in making provision for any of the Objects or Purposes of this Trust the Trustees shall have regard to Brian's medical needs and to the wishes expressed by Gerard and Brenda and will facilitate the implementation of those wishes by the application of any and all funds available to them unless in the view of the Trustees there is some compelling reason to the contrary.

2.3 THE TRUSTEES AND NOMINATION OF REPLACEMENT TRUSTEES

The Trustees hereby appointed to act in the administration of the Trust hereby created are as follows: -

2.3.1 TRUSTEE Pat McGrath of Ardnaglass, Ballymote, Co. Sligo, Eircode F56 CA44

2.3.2 TRUSTEE Pauline Lavelle of Carrickbanagher, Drumfin, Co. Sligo, Eircode F52 F654

2.3.3 TRUSTEE Bernie Conboy of 16 Ríocht Na Sí, Ballygawley, Co. Sligo. Eircode F91 X4C2
(hereinafter collectively "the Trustees")

By their signatures hereto the Trustees have agreed to act as trustees of the Trust hereby created subject to the terms and conditions herein set out.

2.3.4 It is hereby agreed and declared that: -

2.3.4.1 in the event that any of the Trustees do not wish to continue to act as Trustee and advise the other Trustees of this in writing or if any Trustee becomes incapable of acting in the Trust created due to death, illness, injury or disease or;

2.3.4.2 Any of the Trustees hereby appointed wish to retire from the Trusteeship or no longer wish to act as a trustee.

Then in the event of any or all of these events occurring the remaining Trustee or Trustees shall have the power of appointment of a replacement Trustee or Trustees to take the place of any such non-continuing Trustee or Trustees. In the event that there are no remaining Trustees then the power of appointment of new Trustees shall be exercisable by Gerry and Brenda during their joint lives or during the life of the survivor of them or by the legal personal representatives of the last of Gerry and Brenda to survive.

2.3.5 Any new or replacement Trustee appointed under the provisions hereof shall be bound by the terms set out herein and be subject to the same provisions, restrictions and obligations as any of the Trustees hereby appointed.

2.3.6 **INDEMNITY**

It is hereby declared that any Trustee acting bona fide in relation to the Trust hereby created shall not be liable for any loss accruing to the Trust or to the Trust Funds as a result of any act by any Trustee or Trustees except where such loss shall result from a breach of trust by such Trustee or Trustees.

2.4 **POWERS AND OBLIGATIONS OF TRUSTEES**

The Trustees of this Trust shall have the following powers and obligations: -

- (1) All statutory powers accruing to Trustees for the purposes of property pursuant to the Trustee Act 1893 as amended except where expressly excluded or varied by the provisions of this Trust.
- (2) To solicit gather in and collect funds and contributions for and on behalf of the Trust from every and all potential donors; to open in the name of the Trust with any reputable financial institution in the Republic of Ireland or in Spain any such bank account or accounts as the Trustees may from time to time decide to be prudent and in conjunction therewith sign all papers and to do all such acts and things as necessary to facilitate the opening and operation of such account or accounts to include the drawing of cheques and for the authorisation of transfer of funds via Electronic Funds Transfer from each and every such account it for the purposes of carrying out any of the objects/purposes of this as set out in paragraph 2 above **PROVIDED ALWAYS** that no one Trustee acting alone will be authorised to draw any cheque or make any Electronic Funds Transfer alone and all such cheques/transfers shall require to be signed and authorised by at least two Trustees acting in the administration of the Trust to render them effective.
- (3) To lodge all funds received to such account or accounts as may be maintained by the Trust from time to time during the currency of the Trust.
- (4) To faithfully at all times during the currency of this Trust maintain a true and accurate record of all monies received and lodged and paid or withdrawn from the Trust account or accounts and to make available to the statutory authorities and to Gerry and Brenda all

records and details of all funds received, and disbursements made by the Trustees in the course of administration of this Trust.

- (5) To make all necessary returns to the Revenue and to comply with all lawful requirements of the Revenue Commissioners and the Department of Social Protection and any other statutory authority made or arising in relation to the funds held by this Trust and (if not exempt) to pay and discharge all taxes and liabilities including statutory levies to which such funds are always legally liable during the currency of this Trust.
- (6) To act honestly and diligently in the furtherance of the objects/purposes of this Trust and not to take or use any of the Trust Property or Trust Funds or contributions received from any person for any purpose other than the objects and purposes of this Trust as hereinbefore set out or for their own personal use or benefit
PROVIDED THAT nothing in this provision shall prevent reimbursement from the Trust Funds to the Trustees of any property properly and legitimately occurred by the Trustees in the performance of his/her/their obligations on the divisions here.
- (7) To invest the Trust Funds and any additions hereto freely and without restriction and to apply same for or towards the purposes / objects of this Trust and to if the Trustees consider it appropriate to make interest free loans from the Trust Fund for the benefit of Brian and his family in pursuing the objects and purposes of this Trust.
- (8) To buy, lease or sell any property as they shall from time to time in their absolute discretion consider appropriate wheresoever situate **PROVIDED THAT** by the unanimous agreement of all Trustees shall be required to authorise the purchase or sale of any property.
- (9) Upon the termination of the Trust as hereinafter provided for to wind up the Trust hereby created at all reasonable speed expediently and with due diligence.

3. WINDING UP

In the event of: -

- (1) Brian's death or.
- (2) Brian's recovery to such an extent as to render him to be no longer totally and permanently incapacitated as defined under Section 189A of the Taxes Consolidation Act 1997

Then and in the event of either of the above events occurring the Trustees shall wind up the Trust hereby created by: -

1. Discharging any outstanding liabilities correctly due by the Trust to Brian or to Gerry and Brenda in relation to Brian to include.
2. Disposing of any property held by the Trust to include any residential accommodation and all funds held by or on behalf of the Trust in any financial institution and thereafter.
3. Applying any assets held by the Trust (including the proceeds of sale of any property held by the Trust nett of the legal and auctioneering expenses of disposal and nett of tax in the event of any taxation liability arising from such disposal) (if any) by way of gift/contribution to such institutions, hospitals clinics bodies or organisations who are providing care for persons having sustained an acquired brain injury either in Spain or in the Republic of Ireland as in their absolute discretion having particular regard to the wishes of Gerard and Brenda may decide.

4. SITUS/GOVERNING LAW

It is hereby declared that the governing law of this Trust shall be the law of the Republic of Ireland.

5. MEDIATION

It is hereby agreed between the Trustees that in the event of any dispute arising between them in relation to the administration and operation of the Trust the Trustees shall make every effort to resolve same on a fair and reasonable basis inter se and if after such efforts the dispute remains unresolved same shall be referred to mediation before such person as the Trustees may agree or in default of agreement before such person nominated to act as mediator who in default of agreement by all trustees may be nominated by any of the Mediation Institutes operating in the

Republic of Ireland as any Trustee may from time to time nominate and the provision of the Mediation Act 2017 shall apply to any such mediation.

IN WITNESS whereof the Trustees have hereunto set their hands the day and year first herein WRITTEN.

SIGNED AND DELIVERED AS A DEED

by the said PAT MC GRATH

In the presence of:-

NOEL KELLY
Practising Solicitor
Teeling Street
Sligo



SIGNED AND DELIVERED AS A DEED

by the said PAULINE LAVELLE

In the presence of:-

NOEL KELLY
Practising Solicitor
Teeling Street
Sligo

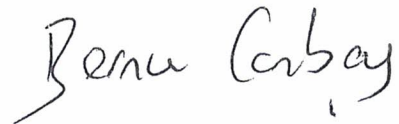


SIGNED AND DELIVERED AS A DEED

by the said BERNIE CONBOY

In the presence of:-

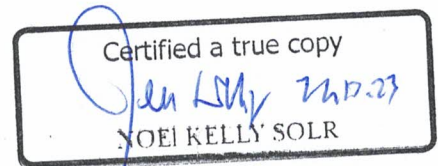
NOEL KELLY
Practising Solicitor
Teeling Street
Sligo



Dated this 24 day of OCTOBER 2023

**BRIAN DOMI MALLON SUPPORT
TRUST**

DEED OF TRUST



**NOEL KELLY
Practising Solicitor
Teeling Street
Sligo**

**NOEL KELLY
SOLICITOR
TEELING STREET
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