

AGREEMENT FOR LEASE

THIS AGREEMENT made the _____ day of _____, 2010

BETWEEN

ST. FELIMS DIOCESAN TRUST LIMITED having its registered office at Bishops House, Cullies, Cavan in the County of Cavan (hereinafter called "the Grantor", as person entitled to be registered as owner under Dealing Number D2007NL034594Y) of the onePart

AND

Of _____, in the County of Cavan hereinafter called "the Grantee")
of the other Part

WHEREBY it is agreed as follows:-

- 1) The Grantors will grant and the Grantee will accept a Lease of ALL THAT AND THOSE the premises known as _____ being in the Townland of _____ in the County of Cavan, and more particularly outlined in red on the map attached, for a term of _____ years from the date of commencement of the Lease at the yearly rent of € _____ per annum subject to rent reviews every five years and subject to the further covenants and conditions contained in the Draft Lease annexed hereto **PROVIDED** as follows:-
 - i) That the Grantors shall have obtained vacant possession of the premises on the terms suitable to the Grantees on that date.
 - ii) That the Commissioner for Charitable Donations and Bequests in Ireland consents to the creation of the Lease hereinbefore referred to.

- 2) This Agreement is signed by the Grantor, strictly subject to the Grantor procuring and obtaining the consent of the Commissioner for Charitable Donations and Bequests in Ireland to the creation of the Lease herein. The Grantor hereby agrees that he shall arrange for an application form to be forwarded to the Commissioner for Bequests and Charitable Donations in Ireland for the purpose of procuring their consent to the creation of the Lease. With regard to the making of the application, the following

sub-conditions shall apply:

- a) The Grantor has already applied for an Auctioneers Valuation of the letting value of the property and the Grantee hereby agrees to be responsible for the costs associated with same. The costs of such Valuation must be received by the Grantor before they shall sign the Lease.
- b) In the event that the Grantee has charitable status, the Grantee shall supply the Grantor with his Charity Number, if not already provided, on the signing of the Agreement, so as to enable the Grantor complete the application process.
- c) In the event, that the Grantee does not have charitable status, and the Lease comprises a letting at an undervalue, based on the Valuation procured at a) above, the Grantee shall supply the Grantor with a written statement of the grounds upon which they fall within the terms and conditions as set out in the Pemsel Case and the reasons upon which the Commissioners for Charitable Donations and Bequests in Ireland should issue such consent. The Grantor shall not be under any obligation to ensure the accuracy, appropriateness or otherwise of the statement made by the Grantee to the Commissioners for the purpose of procuring such Consent. The Grantee hereby further undertakes to assist the Grantor is dealing with any queries which the Commissioner for Charitable Donations may raise in relation to the application.
- d) In the event that the application for Consent of the Commissioner for Charitable Donations in Ireland **is not obtained** to the creation of the Lease herein, then and in that event, this Agreement shall be null and void and of no further legaleffect. In that event, the Grantor shall immediately refund all deposit monies, if any, received to the Grantee's Solicitors, without any further payment in respect of interest, compensation or otherwise. The Grantee shall not be entitled to pursue the Grantor in an action for damages by way of compensation or otherwise on account of the foregoing.
- e) In the event that the application for Consent of the Commissioner for Charitable Donations in Ireland **is obtained** to the creation of the Lease herein, then and in that event, the Grantor's solicitors shall communicate that fact to the Grantee's solicitors and furnish a certified copy of the Consent to sale. Execution of the signed Lease and Closing thereafter shall take place

within 2 weeks, in accordance with the provisions of Special Condition 5 from the date of such of such notice.

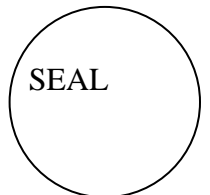
- 3) In the event that the Grantor shall not have obtained vacant possession as aforesaid then either party may determine this agreement at any time on giving notice to the other party in writing.
- 4) The Grantee shall not be entitled to require the Grantors to take any particular steps with a view to obtaining such vacant possession or consent and the statement of the Grantors that they have not obtained such possession/consent shall be conclusive evidence of that fact.
- 5) The Grantee hereby confirms that the Parish Priest/Curate of the day will have the use of the centre at anytime.
- 6) Once evidence has been furnished that the consent of the Commissioners has issued to the creation of the Lease hereinbefore referred to and vacant possession is available, the following terms and conditions shall apply regarding the manner of closing:
 - a) The Grantee shall furnish evidence of all public liability insurance, employers insurance, and contents cover as required by the Grantor's Insurers, Allianz.
 - b) The Grantee shall furnish evidence of adequate Builders Insurance where works are being carried out on the demised premises.
 - c) The Grantee shall on the signing of the Lease make the following payments:
 - (i) Payment of first years rent due.
 - (ii) Payment of respective portion of premium relating to parish policy.
 - (iii) Payment of Architect's Fees for marking map where same has been incurred by the Grantor.
 - (iv) Payment of Valuer's Fees.
 - (v) Payments of Grantors' legal fees.

- d) In circumstances where the Grantee has complied with sub-conditions a, b & c above, the Grantor shall within 7 days of receipt of the foregoing, arrange for the execution of the Lease by the Grantor.
- e) Closing shall be deemed to have taken place when one part executed Lease has been forwarded by the Grantor's solicitors to the Grantee or their legaladvisors.
- 7) The Grantee shall not be entitled to require the Grantors to take any particular steps with a view to obtaining such vacant possession or consent and the statement of the Grantors that they have not obtained such possession/consent shall be conclusive evidence of that fact.
- 8) This Agreement shall not be deemed to operate as a demise of the said premises, and until the said Lease shall have been executed any occupation of the premises by the Grantee shall be deemed to be that of a licensee at the will of the Grantor only.

Present when the Common Seal of
St. Felim's Diocesan Trust was a
Affixed hereto:

MOST REVEREND BISHOP LEO O'REILLY
DIRECTOR

VERY REVEREND FRANCIS DUFFY
SECRETARY



SIGNED, SEALED and DELIVERED

By the Grantee in the presence of:

DATED THIS DAY OF , 2010

BETWEEN:

ST. FELIM'S DIOCESAN TRUST LIMITED
GRANTOR

AND

GRANTEE

=====

AGREEMENT FOR LEASE

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JOHN V. KELLY & CO.,
SOLICITORS,
CHURCH STREET,
CAVAN
2/S/2/JL