

THIS AGREEMENT made the 23rd day of JULY 2021

BETWEEN:

- 1) DONAL O'MEARA of Killeen, Lower Ormond, Borrisokane, Co. Tipperary (hereinafter called the "Grantor") which expression shall include his/her executors, administrators and assigns of the one part;
- 2) HIBERNIAN CELLULAR NETWORKS LIMITED having its registered address at Inchanappa House, Ashford, County Wicklow, company number 404503 (hereinafter called the "Grantee" which expression shall where the context so admits or requires include its successors and assigns) of the other part.

1. WHEREAS:

The Grantor and the Grantee wish to enter into an option agreement whereby the Grantor will grant to the Grantee the option to purchase the Option Site as outlined in red on the map attached hereto for the purpose of constructing and operating telecommunications mast and related infrastructure and facilities.

NOW IT IS HEREBY AGREED as follows:

2. In this Agreement the following words shall have the following meanings:

"Initial Option Fee"	means the amount of €1,000.00 (one thousand euro) which is payable to the Grantor on execution of this Agreement and shall be non-refundable.
"Option Period"	means 2 years from the date hereof
"Option Site"	means the site outlined in red on the map attached hereto together with a means of access and services to the Option Site from the nearest public road and public services over the route coloured yellow on the map attached hereto.
"Planning Permission"	means (if required) a final grant of planning permission(s) issued either by the relevant local authority or by An Bord Pleanála for the carrying out of works to develop a telecommunications mast and related infrastructure and facilities to include the construction, installation, maintenance, repair, renewal, removal, replacement, testing and operation of the Grantee's telecommunications mast and equipment on the Option Site(s) and the use of same on such terms and conditions as are acceptable to the Grantee, together with any alteration or variation of same.
"Purchase Price"	Shall mean the sum of € 30,000 (thirty thousand euro) which shall include the Initial Option Fee.

3. GRANT OF OPTION

- 3.1 In consideration of the Initial Option Fee paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged by the Grantor) the Grantor hereby grants to the Grantee the option at any time during the Option Period to purchase the Option Site for the Purchase Price ("the Option") subject to the terms and conditions set out in this Agreement.
- 3.2 On the date of the within Option Agreement the Grantor shall issue to the Grantee an original letter signed by the Grantee addressed to Tipperary County Council Planning Department

irrevocably authorizing the Grantee to make an application to Tipperary County Council for the Planning Permission.

- 3.3 The Option shall be exercisable by the Grantee serving a written option notice on the Grantor in accordance with Clause 8 of this Agreement (the "Option Notice").
- 3.4 The Grantor shall take all reasonable steps to assist the Grantee in obtaining the Planning Permission when requested to do so and the Grantor shall not at any time object (either directly or indirectly) or encourage, procure or arrange for a third party to object to the Grantee's application for the Planning Permission.
- 3.5 As and from the date of the within Option Agreement, the Grantee shall have a right to access the Option Site for all purposes in connection with the potential purchase by the Grantee of the Option Site and the application for the Planning Permission and subject only to not less than 24 hours prior notice to the Grantor.

4. TITLE TO PROPERTY

- 4.1 The Grantor warrants and represents that the Grantor is the legal owner of the Option Site(s) and that the Grantor holds a good and marketable title to the Option Site(s).

5. EXERCISE OF THE OPTION

- 5.1. Within 14 days of receipt by the Grantor of the Option Notice, the solicitor for the Grantor shall issue a Law Society of Ireland Contract for Sale (2010 edition or which ever edition is then current) in respect of the Option Site (the "Contract for Sale") to the solicitor for the Grantee along with copy title documents to vouch an absolute and good and marketable title to the Option Site in the name of the Grantor (either free from encumbrances or the discharge of such encumbrances is provided for in the Contract for Sale), completed replies to Law Society requisitions on title, and an original Land Registry compliant map of the Option Site (including the access and services route to same).
- 5.2. Once the Grantee is satisfied with the title of the Grantor to the Option Site and the Contract for Sale, it shall pay a contract deposit of 10% of the Purchase Price (including the Initial Option Fee) to the Grantor's solicitors and shall send to the Grantor's solicitors two parts executed Contract for Sale in respect of the Option Site. The Grantor shall counter-sign the two parts of the Contract for Sale and return them to the solicitor for the Grantee. The Grantor shall return the two parts of the Contract for Sale to the solicitors for the Grantee within a period of 7 days from receipt by the solicitor for the Grantor of a partly executed Contract for Sale and contract deposit (as described above) from the solicitor for the Grantee.
- 5.3. The sale of the Option Site to the Grantee shall be completed by way of postal completion of the two parts of the Contract for Sale and the contract deposit to the solicitor for the Grantee. The Grantor shall return the two parts of the Contract for Sale and the contract deposit to the solicitor for the Grantee within a period of 7 days from receipt by the solicitor for the Grantor of a partly executed Contract for Sale and contract deposit (as described above) from the solicitor for the Grantee.
- 5.4. The Grantor shall not transfer, lease, licence or otherwise grant or create any rights in favour of any person to acquire any legal or equitable interest in all or any part of the Option Site (including the access and services route to same), or grant or create any mortgage, charge or other interest in the Option Site, or grant or create any other interest in the Option Site, in this Agreement.
- 5.5 The Grantee shall make a contribution of €1,000 (one thousand euro) towards the legal fees of the Grantor simultaneously with the completion of the sale of the Option Site to the Grantee.

GOVERNING LAW

- 7.1 This Option Agreement shall be governed by and construed according to the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Courts of Ireland for all purposes of these presents.

8 NOTICES

- 8.1 Any notice or other communication to be given under or for the purposes of this Agreement shall be in writing and shall be treated as properly served or given if sent by registered post or ordinary post to the relevant person at the following address:

8.1.1 Grantor's Address: Killeen, Lower Ormond, Borrisokane, Co. Tipperary.

8.1.2 Grantee's Address: 4 Argyle Square, Morehampton Road, Donnybrook, Dublin 4.

9 DISPUTE RESOLUTION

- 9.1 In the event of any dispute arising such dispute shall be referred to arbitration to be carried out in accordance with the Arbitration Act 2010 (and any statutory modification or re-enactment thereof). If agreement cannot be reached on the appointment of an arbitrator either party can apply to the President of the Law Society of Ireland to appoint an arbitrator and its decision shall be final and binding on the parties.

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

SIGNED AND DELIVERED

by THE GRANTOR

in the presence of:

Meris Morte

Donal O'Meara

Signature of Donal O'Meara

SIGNED AND DELIVERED

by THE GRANTEE

in the presence of:

James Conarty

Emmet Stojan

Director

EMMET STOJAN

Land Registry Compliant Map

National Mapping Agency

CENTRE
COORDINATES:
 ITM 591479.694579
ORDER NO.:
 50154873_2
PUBLISHED:
 12/11/2020
MAP SERIES:
 1:2,500
 1:2,500
MAP SHEETS:
 3985-B
 3985-D

COMPILED AND PUBLISHED BY:
 Ordnance Survey Ireland,
 Phoenix Park,
 Dublin 8,
 Ireland.

Unauthorised reproduction
 infringes Ordnance Survey Ireland
 and Government of Ireland
 copyright.

All rights reserved.
 No part of this publication may
 be copied, reproduced
 or transmitted in any form
 or by any means without the prior
 written permission of
 the copyright owners.

The representation on this map
 of a road, track or footpath
 is not evidence of the existence
 of a right of way.

Ordnance Survey maps
 never show legal property
 boundaries, nor do they
 show owner's names or
 physical features.

© Suirbheireacht Oirlandais Éireann,
 2020
 © Ordnance Survey Ireland, 2020
 www.osi.ie/copyright

LEGEND:
<http://www.osi.ie>
 Search Land Scale Legend

