

Heads of Terms: Mayweather Ltd – DAFC Development and Lease

Parties

1. DAFC – The Landowner
2. Mayweather Ltd – The Developer/Investor

1. Recitals

- 1.1 Purpose: DAFC owns certain lands (the 'Property'). Mayweather Ltd wishes to construct and operate a new facility (the 'Facility') on the Property.
- 1.2 Clubhouse Allocation: The Facility will include approximately 250 sqm of space allocated for DAFC's use (the 'Clubhouse Space'), funded by Mayweather Ltd.
- 1.3 No Shared Use: Except for the agreed 250 sqm, the remainder of the Facility shall be for Mayweather Ltd's sole and exclusive use.

2. Lease Term & Access

- 2.1 Term: 20 years from the date specified in the final Lease.
- 2.2 Security of Tenure: The Lease will exclude statutory renewal rights.
- 2.3 No Break Clause: DAFC cannot terminate early unless Mayweather Ltd is in material breach.
- 2.4 Uninterrupted Access: Mayweather Ltd has uninterrupted access for the Term, subject to legal restrictions.

3. Ownership of Facility

- 3.1 Mayweather Ltd retains full ownership of the Facility, including Clubhouse Space.
- 3.2 Title to land remains with DAFC.
- 3.3 No ownership shall transfer to DAFC without formal agreement and payment.

4. Investment by Mayweather Ltd

- 4.1 Mayweather Ltd funds construction at an estimated cost of €550,000.

4.2 DAFC contributes no funding; it provides land access only.

5. Clubhouse Space Allocation

5.1 250 sqm designated for DAFC's exclusive use; fit-out terms to be agreed.

5.2 DAFC occupies Clubhouse Space rent-free for the full Term.

6. Land Repossession / Termination

6.1 DAFC cannot reclaim land during the Term except by court order due to irremediable breach.

6.2 If forced removal occurs:

(a) DAFC must buy out the Facility at residual value, or

(b) Fund full removal and relocation, plus damages.

7. Buyout Rights

7.1 DAFC may request to purchase the Facility; Mayweather Ltd may accept or decline.

7.2 Valuation:

(a) Initial value €550,000.

(b) Straight-line depreciation over 20 years.

(c) 10–15% early buyout premium if within first 10 years.

7.3 Full payment is required before any ownership transfer.

8. No Shared Facilities

8.1 All space except the Clubhouse Space is under Mayweather Ltd's exclusive control.

8.2 Facility operation is entirely at Mayweather Ltd's discretion.

9. Insurance & Maintenance

9.1 Mayweather Ltd insures the Facility; DAFC is named where applicable.

9.2 Mayweather Ltd maintains structure; DAFC handles minor upkeep of Clubhouse Space.

10. Representations & Warranties

10.1 DAFC confirms suitable land use and supports planning applications.

10.2 Indemnities: DAFC covers pre-existing land issues; Mayweather Ltd covers construction and operational issues.

11. Dispute Resolution

11.1 Good Faith Negotiation.

11.2 If unresolved, disputes proceed to mediation/arbitration under Irish rules.

12. Confidentiality

12.1 Terms are confidential, disclosed only as required by law or to advisers.

13. Governing Law & Jurisdiction

13.1 This agreement is governed by the laws of Ireland.

13.2 Irish courts have exclusive jurisdiction, subject to any mediation/arbitration clause.

Disclaimer

These Heads of Terms are non-binding and intended as a preliminary framework. They are subject to execution of formal legal documentation.

Signed by the Parties (for indicative purposes only)

DAFC:

Name: _____

Date: _____

Mayweather Ltd:

Name: _____

Date: _____