AECOM

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Maritime Planning and Development An Bord Pleanála 64 Marlborough Street Dublin 1 D01 V902

6th August, 2024

Dear Sir/Madam

RE: PROPOSED STRATEGIC GAS EMERGENCY RESESEVE FACILTY, AND ASSOCIATED DEVELOPMENT IN THE TOWNLANDS OF KILCOLGAN LOWER AND RALAPPANE, TARBERT, CO. KERRY (the "PROPOSED DEVELOPMENT")

Response to ABP Record of 1st Pre-application Consultation Meeting: ABP-319717-24

We, AECOM, 4th Floor, Adelphi Plaza, George's Street Upper, Dún Laoghaire, Co. Dublin, A96 T927 on behalf of Shannon LNG Limited T/A Shannon LNG (the "Prospective Applicant"), wish to submit the enclosed response to the correspondence received from the Board dated 22nd July, 2024 containing the ABP Record of 1st Meeting of 4th July, 2024 in respect of the above Proposed Development in the townlands of Kilcolgan Lower and Ralappane, Tarbert, Co. Kerry.

Please find enclosed with this submission 3no. copies of the following documentation:

- Response to the ABP Record of the 1st Meeting of 4th July, 2024, including details of the relevant class of development set out in the Eighth Schedule of the Planning and Development Act, 2000, as amended.
- The Foreshore Lease (Ref. No. 9597) and Foreshore License (Ref. No. 9599).
- Site Layout Plan, Drawing No. SP160 Scale 1:4000 at A0.

We look forward to hearing from you in due course.

Yours sincerely,

Peter O'Connor

Technical Director | Environment

AECOM Ireland Limited

E: peter.oconnor@aecom.com

AN BORD PLEANÁLA

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Fee: € _____ Type: ____

Time: 9:04 By: 17-7-4



27 Market Street, Listowel, Co. Kerry, V31 Y436

6th August, 2024

Stephen Kay An Bord Pleanála 64 Marlborough Street Dublin 1 D01 V902

RE: Response to ABP Record of 1st Meeting: ABP-319717-24 (OC)

Dear Stephen,

Further to An Bord Pleanála's letter dated 4th July 2024 and the accompanying Record of Meeting in relation to the above referenced pre-application process, we have reviewed the Board's Record of the 1st Meeting. On foot of this, there are a number of comments that we would like added to the file as clarification of the Board's record.

1. 26 km Gas Pipeline Planning Status

The 'Discussion' on page 7 refers to the current permission status of the gas pipeline for the proposed power plant which was consented in 2009. In discussion, the applicant confirmed that permission for this pipeline is in place with no expiry date; with this being now further clarified by noting that:

- By decision dated 17 February 2009, the Board granted approval to our client for a 26km gas pipeline between Ralappane, County Kerry, and Leahy's, County Limerick, under section 182D of the Planning and Development Act, 2000 (as amended) - Board Ref. PL08.GA0003;
- For further information on the Pipeline Planning Permission, please refer to submission by McCann Fitgerald LLP, made on behalf of Shannon LNG Ltd and issued on 19th July 2023, under ABP file RL91.317419-23.
- A Section 39A required under the Gas Act (1976), is to be submitted to the Commission of Regulation Utilities (CRU) to construct the Gas Pipeline. Shannon LNG had an already approved Section 39A from the CRU, however this expired in 2019. Shannon LNG Ltd intend on submitting the Section 39A in November 2024.

2. Foreshore Leases and Licenses

For the proposed development (ABP-319717-24), the Strategic Gas Emergency Reserve Facility, Foreshore Lease (Ref. No. 9597) and Foreshore License (Ref. No. 9599) are only required. The Foreshore Lease (Ref. No. 9597) and Foreshore License (Ref. No. 9599), with commercially sensitive information reducted, are enclosed.

For completeness no amendment to the jetty lease area Lease (Ref. No. 9597), or to the drainage outfall license area (Ref. No. 9599) is required for the proposed Strategic Gas Reserve Emergency Facility. Specifically, the granted LNG jetty foreshore lease area of 10.541 hectares (26.03 acres) as specified in the lease map ref. no. FL 102 Revision P2 does not require amendment. Similarly, the granted drainage outfall lease area of 0.302 hectares (0.75 acres) as specified in the lease map ref. no. FL013 Revision P5 does not require amendment.

3. Updated Site Layout delineating the extent and location of subject works

Please refer to the enclosed site layout plan of the strategic gas reserve detailing the exact extent and nature of the proposed development.

The Proposed Development will generally consist of the following components:

- Gas and electricity grid connections
- Gas metering, pressure and flow control equipment, including an odourisation facility. These items, along with a
 gas heater building and chromatography system shall be included in an Above Ground Installation (AGI)

- A jetty with an access trestle.
- A Floating Storage and Regasification Unit to store gas
- Onshore receiving facilities including a nitrogen generation facility, a control room, a security building, workshop and maintenance buildings, instrument air generator, backup power generators fire water system
- new access off the L-1010 (Coast Road); internal roadways; pre-cast concrete bridge over the Ralappane Stream
- All site development, drainage and landscaping works.

Relevant applicability of the classes of development set out in the Eight Schedule

The relevant classes of development in the Eighth Schedule is highlighted as follows:

15. Development consisting, or for the purposes, of— (a) a terminal, building or installation ancillary to a natural gas storage facility (either above or below the surface of the water or seabed) the storage capacity of which would exceed Imscm, or

(b) a terminal, building or installation ancillary to a terminal that is used for the liquefaction of natural gas or the importation,

offloading and re-gasification of liquefied natural gas, and ancillary services.

Regards,

Martin Ahern, Vice President, New Fortress Energy. Mahern@newfortressenergy.com 16 3

The Applicant, Shannon LNG Limited has obtain the following foreshore leases and licenses.

- (A) foreshore lease (Ref. No. 9597) granted by the Minister for Environment, Heritage and Local Government on 21 December 2010 that permits Shannon LNG to enter into, use and occupy an area of foreshore, the Leasehold Area, for the purpose of construction of a jetty to be used for mooring and offloading LNG Carriers ("LNG jetty lease"). By deed of variation dated 16 April 2012, made with the Minister for the Environment, Community and Local Government, the Term of the lease was extended to 99 years;
- (B) foreshore lease (Ref. No. 9598) granted by the Minister for Environment, Heritage and Local Government on 21 December 2010 that permits Shannon LNG to enter into, use and occupy an area of foreshore, the Leasehold Area, for the purpose of construction of a jetty to be used for the delivery of construction material to the site by sea ("materials jetty lease"). By deed of variation dated 16 April 2021, made with the Minister for the Environment, Community and Local Government, the Term of the lease was extended to 99 years;
- (C) foreshore licence (Ref. No. 9596) granted by the Minister for Environment, Heritage and Local Government on 21 December 2010 that permits Shannon LNG to enter into, use and occupy an area of foreshore, the Licensed Area, for the purpose of the provision of a seawater intake and outfall system required to circulate seawater through heat exchangers for use in the process of warming LNG and converting it from liquid to gas (the "intake and outfall licence"). By deed of variation dated 16 April 2012, made with the Minister for the Environment, Community and Local Government, the Term of the licence was extended to 99 years; and,
- (D) foreshore licence (Ref. No. 9599) granted by the Minister for Environment, Heritage and Local Government on 21 December 2010 that permits Shannon LNG to enter into, use and occupy an area of foreshore, the Licensed Area, for the purpose of the provision of a drainage outfall pipe to discharge surface water, groundwater, treated process and foul water and used firewater from the then proposed LNG terminal ("drainage outfall licence"). By deed of variation dated 16 April 2012, made with the Minister for the Environment, Community and Local Government, the Term of the lease was extended to 99 years.

For the proposed development (ABP-319717-24), the Strategic Gas Emergency Reserve Facility, Foreshore Lease (Ref. No. 9597) and Foreshore License (Ref. No. 9599) are only required. Attachment 1 contains Foreshore Lease (Ref. No. 9597) and Foreshore License (Ref. No. 9599) with commercially sensitive information reducted.

For completeness no amendment to the jetty lease area Lease (Ref. No. 9597), or to the drainage outfall license area (Ref. No. 9599) is required for the proposed Strategic Gas Reserve Emergency Facility.

Specifically, the granted LNG jetty foreshore lease area of 10.541 hectares (26.03 acres) as specified in the lease map ref. no. FL 102 Revision P2 does not require amendment. Similarly, the granted drainage outfall lease area of 0.302 hectares (0.75 acres) as specified in the lease map ref. no. FL013 Revision P5 does not require amendment.

Attachment 1: Foreshore Lease (Ref. No. 9597) and Foreshore License (Ref. No. 9599)



MEMORANDUM OF AGREEMENT made the 21% day of 2010

BETWEEN THE MINISTER FOR ENVIRONMENT, HERITAGE AND LOCAL GOVERNMENT, Government Buildings, Upper Merrion Street in the City of Dublin, (hereinafter called the "Minister" which expression shall include his Successors or Assigns where the context so requires or admits) of the One Part and SHANNON LNG LIMITED, 70 Sir John Rogerson's Quay, Dublin 2 (hereinafter called the "Lessee" which expression shall include his Successors or Assigns where the context so admits or requires) of the Other Part.

INTRODUCTION

- A. The Lessee has applied to the Minister for a Foreshore Lease to enter into, use and occupy the Leasehold Area for the purpose construction of a jetty which will be used for mooring and offloading liquefied natural gas tankers in accordance with Drawing Reference Numbers C211 Revision 4; C212 Revision 1; C213 Revision 3; C216 Revision 2; C217 Revision 4; C218 Revision 2; C219 Revision 2; C220 Revision D1; C221 Revision 2; SK-1 Revision 0; SK-2 Revision 1; SK-4 Revision 0; SK6 Revision 1; SK-7 Revision 0; SK-9 Revision 0 (hereinafter referred to as the "Facilities").
- B. The Minister in exercise of the power conferred on him by section 2(1) of the Foreshore Act, as amended by Section 2 of the Foreshore (Amendment) Act, 1992, and further amended by the Foreshore and Dumping at Sea (Amendment) Act 2009, has agreed to grant a Foreshore Lease to the Lessee on the terms and conditions set out in this Deed.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Lease the following words and expressions have the following meaning:

- (i) "Assignment" means any assignment, novation, transfer or any other legal or equitable parting with possession of any description, directly or indirectly, in whole or in part;
- (ii) "Business Day" means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed or a payment is to be made;
- (iii) "Change in Control" means any change in the control of the Lessee, occurring other than as a result of a transfer of a legal or beneficial ownership of any shares that are listed on a stock exchange;
- (iv) "Commencement Date" means the 9 December 2010.
- (v) "Control" has the same meaning as in Section 432 of the Taxes Consolidation Act 1997;

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(vi) "Cure Notice" has the meaning set out in Clause 11.1;

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- (vii) "Dispute" means a difference or dispute of whatsoever nature arising between all or any of the parties under or in connection with this Lease;
- (viii) "Dispute Notice" has the meaning set out in Clause 20.2;
- (ix) "Dispute Resolution Procedure" means the procedure outlined in Clause 20;
- (x) "Euro" means the single currency of participating member states of the European Union;
- (xi) "Facilities" means a jetty which will be used for the mooring and offloading liquefied natural gas tankers;
- (xii) "Force Majeure" means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Lease including:
- (a) acts of terrorists or protestors;
- (b) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
- (c) sabotage, acts of vandalism, criminal damage or the threat of such acts;
- (d) extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Eireann over the previous ten years;
- (e) the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft of other vehicles;
- (f) any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;
- (g) the act or omission of any contractor or supplier of a party, provided that the act or omission was due to an event which would have been an event of Force Majeure had the contractor or supplier been a party to this Lease;
- (h) the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Lease, other than due to an act or omission of all or any of the Lessees;

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(i) mechanical or electrical breakdown or failure of machinery, plant or other Facilities owned, installed or utilized by any party, which breakdown or failure was outside the control of the party acting in accordance with the Law;

provided that Force Majeure shall not include:

- (a) lack of funds and/or the inability of a party to pay;
- (b) mechanical or electrical breakdown or failure of machinery, plant or other Facilities owned, installed or utilized by any party other than as a result of the circumstances identified in Clauses 1(xii)(a) to 1(xii)(i), above; or
- (c) any strike or industrial action not falling within clause 1(xii)(f) above;
- (xiii) "Foreshore" has the same meaning as in section 1 of the Foreshore Act;
- (xiv) "Foreshore Act" means the Foreshore Act 1933 as amended;
- (xv) "Foreshore Lease" means a lease granted by the Minister pursuant to section 2(1) of the Foreshore Act;
- (xvi) "Law" mean any Act of the Oireachtas, regulation, statutory instrument, European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorization, lease or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Lease;
- (xvii) "Lease" means this deed and any Schedule to it, as may be amended by supplemental indenture from time to time or which is entered into pursuant to or in accordance with the terms hereof;
- (xviii) "Lessee" means the party or parties names as the Lessee at the commencement of this Lease and includes the person for the time being entitled to the Lessee's interest created by this Lease;
- (xix) "Rent" means the rent payable as set out in Clause 5;
- (xx) "Leasehold Area" means that part of the Foreshore more accurately described in the First Schedule;
- (xxi) "Outgoings" means all rates taxes and charges (including emergency service charges) of any description (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Leasehold Area and the Utilities enjoyed in connection therewith including any insurance excesses or other sums not recoverable by the Lessee (unless due to its own neglect or default);

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(xxii) "Representations and Warranties" means the representations and warranties given by the Lessee to the Minister pursuant to Clause 15.1;

(xxiii) "Specific Conditions" means the specifications set out in Schedule 2, as may be amended from time to time pursuant to Clause 8.2;

(xxiv) "Term" means Thirty Five years/ meaning set out in Clause 4;

(xxv) "Utilities" means water soil steam air gas electricity radio television telegraphic telephonic electronic and other communications, and other services of whatsoever nature.

2 INTERPRETATION

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- 2.1 Where two or more persons are included in the expression the "Minister" or the "Lessee", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Minister, or the Lessee shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires-
 - 2.2.1 words importing a person include any unincorporated association or corporate body and vice versa:
 - 2.2.2 any reference to the masculine gender includes reference to the Feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
 - 2.2.3 any reference to the singular includes reference to the plural.
- 2.3 Any covenant in the Lease by the Lessee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 2.4 References to any right of the Lessee to have access to or entry upon the Leasehold Area shall be construed as extending to all persons lawfully authorised by the Minister including agents, professional advisers, prospective purchasers of any interest of the Minister in the Leasehold Area or in the Adjoining Property, contractors, workmen and others provided that such persons have given reasonable notice (except in the case of an emergency) and have sufficient reason to require access.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or subsections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there under or deriving validity there from.

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- 2.6 Headings are inserted for convenience only and do not affect the construction or interpretation of this Lease.
- 2.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Lease.
- 2.8 Wherever in this Lease either party is granted a future interest in property there shall be deemed to be included in respect of every such grant a provision requiring that future interest to vest within the Perpetuity Period.
- 2.9 If any term or provision in this Lease is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Lease but the enforceability of the remainder of this Lease is not affected.
- 2.10 References in this Lease to any rights granted to the Lessee shall be construed as being granted to the Lessee and all persons authorised by the Lessee to exercise such rights.
- 2.11 Rights excepted to the Minister or reserved to any indemnities to the Minister are to benefit also any other Minister and if necessary and appropriate the occupiers of the remainder of the Leasehold Area, any occupier or adjoining or neighbouring property and any other person authorised by the Minister or having similar rights.
- 2.12 Where under the terms of this Lease the consent or approval of the Minister is required for any matter or thing then the reference thereto shall be deemed to include the consent or approval of any other Minister where such consent or approval is required and in each case the consent or approval of the Minister shall not be unreasonably withheld or delayed and the Minister shall use all reasonable endeavours to ensure that the consent or approval of any other Minister is not unreasonably withheld or delayed.
- 2.13 Any right or privilege conferred on the Minister under this Lease shall be deemed to be exercisable by the Minister during the Term or during the Perpetuity Period whichever is the shorter.
- 2.14 If any term or provision of this Lease would but for this provision be void in whole or in part under the rule against perpetuities then such term or provision shall be read and construed as if there had been included therein a restriction limiting the vesting of future interests in property, easements, rights or privileges thereby purported to be vested or granted to the Perpetuity Period so that the rule against perpetuities is not infringed.
- 2.15 References to "month" or "months" mean a calendar month or months.
- 2.16 The Term shall extend to and include also any new Lease granted but so that if this Lessee is properly determined prior to the expiry of the Term, the Term shall mean the Term up to the

date of such determination and expression such as the last year of the Term shall be construed accordingly.

3 GRANT OF LEASE

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- 3.1 The Minister in exercise of the powers vested in him by section 2(1) of the Foreshore Act 1933, as amended, hereby demises the Leasehold Area to the Lessee(s) to enter onto, use and occupy the Leasehold Area, on the terms and conditions set out in this Lease, for the purposes of:
 - (1) constructing, installing and locating the facilities;
 - operating, maintaining inspecting testing repairing or replacing all or any of the Facilities; and
 - (3) carrying out works which are necessary or incidental to the activities described in Clauses 3.1(1) and 3.1(2).
- 3.2 Unless otherwise permitted by Law, the Lessee(s) shall not use the Leasehold Area for any other purposes other than the purposes described in Clause 3.1.
- 3.3 For the avoidance of all doubt, this Lease does not include a demise of any minerals on or in the Leasehold Area or the right to get and take such minerals, within the meaning of section 2(7) of the Foreshore Act.

4 TERM

- 4.1 This Lease shall commence on the 9 December 2010.
- 4.2 Subject to Clause 12, this Lease shall remain in force for a period of 35 years from the Commencement Date.

5 RENT

- 5.1 In consideration of the grant of this Lease, the Lessee(s) shall pay to the Minister the sum of:
 - on the execution of this Lease;
 - (ii) €1.00 if demanded, on or before each anniversary of the Commencement Date.

6 COMMENCEMENT OF OPERATIONS

6.1 The Lessee(s) shall not commence any works associated with the construction or installation of Facilities in the Leasehold Area, without the prior written consent of the Minister.

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6.2 The Minister is not obliged to grant consent pursuant to Clause 6.1 unless and until the Lessee(s) have obtained and provided to the Minister in respect of the relevant works, activities or operations copies of all the necessary consents, permissions, permits, licenses and authorizations.

7 COMPLIANCE WITH APPLICABLE LAWS

- 7.1 The Lessee(s) shall at all times comply with all applicable Laws.
- 7.2 Without prejudice to the generality of Clause 7.1, the Lessee(s) shall at all times hold all necessary leases, consents, permissions or authorisations associated with any activities of the Lessees in connection with the Leasehold Area.

8 SPECIFIC CONDITIONS

- 8.1 Unless the prior written approval of the Minister is obtained, which approval may be granted subject to conditions, the Lessee(s) shall ensure that:
 - (1) all Facilities are constructed and/or installed in accordance with the Specific Conditions and such Facilities at all times comply with the Specific Conditions which are applicable at the date that such Facilities were constructed and /or installed; and
 - (2) no development, work, construction or installation is undertaken in the Leasehold Area that does not comply with the Specific Conditions.
- 8.2 The Specific Conditions may be amended from time to time:
 - (1) by agreement between the parties;
 - (2) by the Minister by notice in writing to the Lessee(s) if the Minister reasonably considers it necessary to do so for reasons of public safety or protection of the environment.
- 8.3 If at any stage the Lessee(s) become aware that any Facilities or works do not comply with the Specific Conditions that were applicable at the date that such Facilities were constructed and/or installed or such works were performed (whether as a result of notification by the Minister or other competent authority or otherwise), the Lessee(s) shall immediately:
 - (1) notify the Minister, unless the Lessee(s) were notified by the Minister;
 - (2) unless the Minister otherwise agrees in writing, take all reasonable steps to ensure that:

- (a) such Facilities or works comply with the Specific Conditions that were applicable at the date that such Facilities were constructed and/or installed or such works were performed, as the case may be; and
- (b) any adverse consequence arising out of the fact that Facilities were not constructed and/or installed in accordance with the Specific Conditions or works were not performed in accordance with the Specific Conditions, as the case may be, are rectified to the satisfaction of the Minister as soon as is reasonably practicable.

9 OPERATIONS IN CONNECTION WITH THIS LEASE

- 9.1 The Lessee may, from time to time, with the prior consent of the Minister occupy and use such area adjacent to the Leasehold Area as is reasonably required by the Lessee(s) to exercise their rights pursuant to Clause 3.1.
- 9.2 Without prejudice to any other rights and obligations under this Lease or at Law, in exercising any of the rights or performing any obligations in connection with this Lease, the Lessees shall:
 - (1) comply with the Specific Conditions described in the Second Schedule at all times;
 - (2) ensure that all Facilities or other works or structures in the Leasehold Area are at all times maintained in a good and proper state of repair and condition, to the satisfaction of the Minister, which ensures that they do not constitute a public health hazard or danger to persons, animals, marine life or the environment; not be injurious to navigation, the adjacent lands or the public interest;
 - (3) not encumber this Lease or any Facility without the written consent of the Minister such consent not to be unreasonably withheld or delayed where the encumbrance is granted to a party providing finance in connection with the LNG project;
 - (4) at all times maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Lease including:
 - ensuring that all necessary competent persons are engaged to carry out any works activities, or operations pursuant to this Lease;
 - (b) using suitable machinery and equipment which is in good repair and condition and maintained to proper safety standards;
 - (5) use all reasonable endeavors to minimize damage and disturbance to the sea bed, fisheries and all other maritime activities and restore any damage which does occur to the satisfaction of the Minister;

- (6) not commit or suffer any waste, spoil or destruction on the Foreshore, other than waste, spoil or destruction:
 - (c) which is reasonably necessary as a consequence of the exercise of rights and performance of obligations pursuant to this Lease; and
 - in respect of which the Lessee(s) hold all necessary consents, licenses or permissions required by Law;
- (7) carry out an analysis and monitoring of the Leasehold Area and the waters within the immediate vicinity and to pay to the Minister all expenses incurred by the Minister or a person duly authorised by him, to carry out such analysis and monitoring;
- (8) unless otherwise permitted by Law, not undertake any works, activities or operations, other than navigation, outside the Leasehold Area without the prior written consent of the Minister and, where appropriate, any occupiers of such sea bed;
- (9) not, without the prior written consent of the Minister, carry out any works, activities or operations which, in the reasonable opinion of the Minister, are injurious to or interfere unreasonably with fishing, navigation, adjacent lands, approved scientific research or the public interest;
- (10) ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during construction and, where necessary, for the duration of this Lease;
- (11) permit the Minister and any person(s) duly authorised by him at any time to enter into and remove from the Leasehold Area and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent required under this Lease or which may in the opinion of the Minister be injurious to navigation, the adjacent land or the public interest and to restore the Leasehold Area to its former or proper condition and to erect or construct any building or works which in the opinion of the Minister may be required for the purposes of navigation, the adjacent land or the public interest. The Lessee shall compensate the Minister for all the costs associated with the aforesaid removal or abatement.
- 9.3 The Specific Conditions may be amended from time to time:
 - (1) by agreement between the parties; or
 - (2) by the Minister by notice in writing to the Lessee(s) if the Minister considers it necessary to do so for reasons of public safety and protection of the environment.

- 9.4 Without prejudice to any other remedy under this Lease or at Law, if the Minister is of the view that the Lessee(s) are in breach of any obligation pursuant to Clause 9.2, the Minister may, by notice in writing, require that the Lessee(s) rectify such breach, within such reasonable time period as is specified by the Minister.
- 9.5 The Lessee(s) shall comply with any direction of the Minister under Clause 9.4 within the time specified in the notice.

10 INVESTIGATIONS, INSPECTIONS AND ENQUIRIES

- 10.1 The Minister may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Lease as he sees fit.
- 10.2 The Lessee(s) shall use all reasonable endeavors to co-operate fully and provide all reasonable assistance in relation to any investigation, inspection or enquiry conducted pursuant to Clause 10.1.
- 10.3 The Lessee(s) acknowledge and agree that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Lease:
 - (1) is without prejudice to the Lessee(s) rights and obligations under this Lease or at Law and does not amount to a waiver of any such rights or relieve the Lessee(s) from any such obligations; and
 - (2) does not amount to an acknowledgement by the Minister, or any officer, servant or agent of the Minister, that the Lessee(s) has(have) complied with this Lease or Law in relation to any matters to which the investigation, inspection or enquiry relates.

11 STEP IN RIGHTS

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- 11.1 If at any time any material obligation of the Lessee(s) under this Lease is not performed, the Minister may give written notice to the Lessee(s) ("Cure Notice") describing the obligation which is not performed and requiring such failure to be remedied within the period specified in the Cure Notice (which period must be reasonable having regard to the nature of the obligation which was not performed).
- 11.2 If the failure to perform the obligation referred to in the Cure Notice is not remedied within the period specified in such Cure Notice, the Minister shall be entitled to engage any personnel, execute any works and to provide and install any equipment which in the opinion of the Minister may be necessary to secure the performance of the relevant obligations.
- 11.3 The Minister may recover the costs and expenses of exercising all rights under Clause 11.2 from the Lessee(s) as a civil debt in any court of competent jurisdiction.

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11.4 The rights under this Clause 11 are without prejudice to any other remedies available to the Minister under this Lease or at Law.

12 TERMINATION

- 12.1 The Minister may without prejudice to any other remedies available under this Lease or at Law terminate this Lease by notice in writing to the Lessee upon the occurrence of the following events without payment of any compensation or refund by the Minister to the Lessee and without prejudice to any claim by the Minister in respect of any antecedent breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Lessee arising under any applicable Law or pursuant to this Lease (including any accrued rights or obligations which exist at the date of termination or expiry of this Lease):
 - (i) where, in respect of the application for this Lease, material information has been wilfully withheld from the Minister by the Lessee or material information provided to the Minister by the Lessee is false or misleading in any material particular;
 - (ii) if any moneys payable by the Lessee under this Lease are not paid by the due date for payment and such failure is not remedied within 21 days after receipt by the Lessee of a notice from the Lessee requiring such breach or non-observance to be remedied and stating that this Lease may be terminated pursuant to Clause 12.1(ii) if such breach or non-observance is not remedied;
 - (iii) any material breach or non-observance by the Lessee of any provision of this Lease or applicable law, which is capable of being remedied and which is not remedied within 21 days after receipt by the Lessee of a notice from the Minister requiring such breach or non-performance to be remedied and stating that this Lease may be terminated pursuant to Clause 12.1(iii) if such breach or non-performance is not remedied;
 - (iv) any material breach or non-observance by the Lessee of any provision of this Lease which is not capable of being remedied;
 - (v) repeated breach or non-observance by the Lessee of any provision of this Lease or applicable Law which has been notified to them Lessee by the Minister and which has not been disputed in good faith, whether or not they are remedied, which are not of themselves material breaches, but which collectively are reasonably determined by the Minister to constitute a material breach and which continue after receipt of by the Lessee of a notice from the Minister stating that the Lease may be terminated if such breaches or non-observances continue;
 - (vi) any purported Assignment of this Lease otherwise than in accordance with Clause 16;

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- (vii) in the event that the Lessee fails to carry out execute and substantially complete the development in accordance with the plans and specifications approved by the Minister to the satisfaction of the Minister within a period of 10 years commencing on 31 March 2008 (being the date specified in condition 2 of the planning permission issued by An Bord Pleanála with An Bord Pleanála Reference Number PL 08.PA002) or such longer period as may be granted by An Bord Pleanála;
- (viii) the Minister is of the view that the capability of the Lessee to discharge fully its obligations under this Lease is materially impaired, including by reason of:
 - (a) the occurrence of the Insolvency/Liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation) of the Lessee; or
 - (b) any other adverse change in the managerial, technical or financial competence of the Lessee.

13 RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRY

- 13.1 On the termination or expiry of this Lease:
 - (1) all rights and powers exercisable by the Lessee pursuant to this Lease shall cease and determine, but without prejudice to any obligation or liability arising under any applicable Law or pursuant to this Lease (including any accrued rights or obligations which exist at the date of termination or expiry of this Lease) or without prejudice to any claim by the Minister in respect of any antecedent breach of any covenant or condition herein contained.
 - all Facilities belonging to the Lessee shall be removed by the Lessee on the termination or expiry of this Lease at its own expense in accordance with a programme to be agreed with the Minister (if requested by the Minister to do so) to the satisfaction of the Minister and the Lessee shall make good any damage caused by such removal and shall restore the Leasehold Area to its former condition. The programme shall be submitted to the Minister no later than 12 months before the expiry of this Lease and shall be agreed with the Minister no later than 6 months before the expiry of the Lease.

In the event that the Facilities shall not be removed in accordance with the programme agreed with the Minister on the termination or expiry of this Lease the Lessee shall pay to the Minister all reasonable costs, expenses and outgoings incurred in so removing the Facilities and making good any damage thereby occasioned.

(3) any moneys paid to the Minister under the terms of this Lease shall not be repaid.

14 PAYMENT AND INVOICING

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- 14.1 All payments by the Lessee in connection with this Lease:
 - (1) shall be made by cheque, bank draft or money order, delivered on or before the due date for payment, to the Minister's address for service pursuant to Clause 25 or such other address notified to the Lessee by the Minister in writing; and
 - (2) shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.
- 14.2 If any amount which is payable under this Lease has not been paid on or before the date that payment is due:
 - (1) the party to whom payment is due may institute proceedings for recovery from the other party; and
 - (2) in addition to any other remedies under this Lease, the party to whom payment is due is to be paid interest on the outstanding amount at Euribor + 1%, such interest to be calculated from the date that payment was due until the date of actual repayment.

15 REPRESENTATION AND WARRANTIES (IF LESSEE IS A COMPANY)

- 15.1 The Lessee(s) represent(s) and warrant(s) to the Minister that:
 - (1) The Lessee is duly incorporated and organised under the laws of its place of incorporation;
 - (2) The Lessee has the corporate capacity and authorisation (internal and external) to enter into and perform the terms of the Lease;
 - (3) The representative signing this Lease on behalf of the Lessee is duly authorised in that behalf.
- 15.2 This Lease expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties, other than as expressly provided for in this Lease.

16 ASSIGNMENT AND CHANGE OF CONTROL

- 16.1 The Lessee shall not assign or otherwise dispose of this Lease or any interest in this Lease without the prior written consent of the Minister, such consent not to be unreasonably withheld.
- 16.2 In considering whether or not to grant consent under clause 16.1, the Minister may:

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- (1) take account of the creditworthiness, relevant experience and technical capabilities of the intended assignees and any other relevant matters having regard to the rights and obligations of the Lessee(s) under this Lease; and
- (2) require the proposed assignees to enter into a supplemental indenture with the Minister in a form acceptable to the Minister.
- 16.3 The Minister shall not charge a fee in relation to the grant of any consent pursuant to this Clause 16. However if the Minister requires execution of a supplemental indenture as a condition of the grant of any consent, the relevant Lessee(s) shall pay the reasonable legal costs of the Minister associated with the negotiation, preparation and execution of such supplemental indenture, upon presentation of an invoice from the Minister supported by reasonable documentary evidence of such costs.
- 16.4 A Lessee shall notify the Minister as soon as reasonable practicable upon the occurrence of any Change of Control in respect of that Lessee.

17 Indemnities

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- 17.1 The Lessee hereby indemnifies (as well as after the expiration of the Term by effluxion of time or otherwise as during its continuance) and agree to keep indemnified and hold harmless the State, the Minister and his/her officers, servants, agents and employees, against all or any actions, expenses, costs, claims, demands, damages and other liabilities whatsoever in respect of:
 - (i) the grant of this Lease;
 - the performance of works in the Leasehold Area by the Lessee or their servants, agents, employees or contractors; or
 - (iii) the injury, sickness or death of any person (including the Minister's servants, agents and employees and any other occupants of the Leasehold Area or any adjoining property); or
 - (iv) all damage to or loss to or of any property or business arising out of or in any way connected with the existence of the Facilities on the Leasehold Area and Lessee's use of the Facilities or the exercise of any of its rights herein contained; or
 - (v) as a result of any breach by the Lessee of the terms of this Lease; and
 - (vi) any acts or omissions or negligence of the Lessee, its servants, agents, Lessees, invitees, or any persons in or about the Leasehold Area expressly or impliedly with the Lessee's authority; and

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- (vii) in particular but without prejudice to the generality of the foregoing arising directly or indirectly out of:
 - (a) the constructions and/or installation of the Facilities on the Leasehold Area;
 - (b) the state of repair and condition of the Facilities;
 - (c) the use of the Facilities;
 - (d) any other cause whatsoever arising out of the Facilities,

save to the extent that such actions, loss, claims, damages, expenses and demands are directly attributable to the negligence of the Minister and/or his officers, agents or employees.

18 JOINT AND SEVERAL LIABILITY (IF MORE THAN ONE LESSEE)

18.1 Save where otherwise specified, any obligations of the Lessee(s) under this Lease are joint and several obligations.

19 FORCE MAJEURE

- 19.1 Except as otherwise provided by this Lease, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Lease by reason of Force Majeure:
 - (1) as soon as is reasonably practicable, the party affected by Force Majeure shall notify the other parties, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other parties during the period of Force Majeure;
 - (2) this Lease shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations of the other party, shall be suspended, provided that the suspension shall be of no greater scope and no longer duration that is required by the Force Majeure;
 - (3) subject to full compliance with this Clause 19.1, during suspension of any obligation pursuant to Clause 19.1(2), the relevant party or parties shall not be treated as being in breach of that obligation;
 - (4) the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Lease by reason of Force Majeure and to resume full performance of its obligations under this Lease as soon as is reasonably practicable;

- (5) as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other parties as to how best to give effect to their obligations under this Lease so far as is reasonably practicable during the period of the Force Majeure;
- (6) upon cessation of a party's inability to perform all or any of its obligations under this Lease by reason of Force Majeure, that party shall notify the other parties; and
- (7) insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.
- 19.2 Clause 19.1(4) shall not require the settlement of any strike, walkout, lock-out or other labour dispute on terms which, in the sole judgement of the party involved in the dispute, are contrary to its interests.

20 **DISPUTE RESOLUTION**

- 20.1 Subject to Clause 20.10, no party may commence proceedings in relation to any Dispute in connection with this Lease without first complying with the provisions of Clause 20.
- 20.2 Any party may notify another party or parties of the occurrence or discovery of any item or event which the notifying party acting in good faith considers to be a Dispute under or in connection with this Lease ("Dispute Notice").

20.3 A Dispute Notice shall:

- (1) set out the particulars of the issues in dispute in sufficient detail and be accompanied by sufficient supporting documentation (if relevant) to enable the recipient or recipients of the notice to fully understand the Dispute; and
- (2) identify an individual to represent that party in discussions in relation to the Dispute, such individual to have:
 - (a) expertise or experience in the subject matter of the Dispute; and
 - (b) authority to negotiate in relation to the Dispute.
- 20.4 Any recipient of a Dispute Notice shall, within 10 Business Days after the date of the Dispute Notice:
 - (1) appoint an individual to represent that recipient in discussions in relation to the Dispute, such individual to have:
 - (a) expertise or experience in the subject matter of the Dispute; and

- (b) authority to negotiate in relation to the Dispute; and
- (2) notify the details of that individual to the sender of the Dispute Notice.
- 20.5 The nominated representatives shall meet as soon as practicable, but in any event not more than 20 Business Days after the date of the Dispute Notice, to attempt in good faith using all reasonable endeavours to resolve the Dispute satisfactorily.
- 20.6 If a Dispute is not resolved to any party's satisfaction by the nominated representatives under Clause 20.5 within 30 Business Days after the date of the Dispute Notice, the Dispute may, by notice in writing by any party to each other party to the Dispute, be referred to Arbitration for determination by a single arbitrator appointed by agreement between the parties.
- 20.7 Failing agreement on the appointment of an arbitrator within the time frame set out in Clause 20.6, the arbitrator shall be appointed at the request of any party, after giving notice in writing to all other parties to the Dispute, by the President for the time being of the Law Society of Ireland.
- 20.8 The provisions of the Arbitration Acts 1954 to 2010 and any amendments thereto shall apply to the Arbitration.
- 20.9 Performance of obligations under this Lease shall continue during any Dispute Resolution Procedure pursuant to this clause 20.
- 20.10 Nothing in this Clause 20 prevents any party from seeking urgent declaratory injunctive or other interlocutory relief.

21 COMPLIANCE WITH PLANNING

- 21.1 The Lessee shall obtain all Planning Permissions and Fire Safety Certificates required for the construction, installation and operation of the Facilities and comply at its own cost therewith and any Local Authority requirements. On the completion of the construction and installation of the Facilities, the Lessee shall furnish the Minister with its Architects Certificate of Compliance in respect of such permissions.
- 21.2 The Lessee shall not implement any planning permission before it and all required Fire Safety Certificates have been produced to the Minister.
- 21.3 In the event of the Facilities or the construction and installation thereof not conforming to the Planning Permission or Fire Safety Certificate procured in respect thereof, the Lessee shall carry out such alterations or amendments as shall be necessary to comply therewith. However in the event of it becoming impossible to comply with the Planning Permission and Fire Safety Certificate procured, to restore the Leasehold Area to its former condition and to the satisfaction of the Minister.

- 21.4 The Lessee shall not do any anything on or in connection with the Leasehold Area, the doing or omission of which shall be a contravention of the Local Government (Planning and Development) Act, 2001, the Building Control Act, 1990 and the Safety, Health and Welfare at Work Act, 1989 as amended, or of any notices, orders, licenses, consents, permissions and conditions (if any) served, made, granted or imposed thereunder.
- 21.5 In the event of permission or approval from any Local Authority under the Local Government (Planning and Development) Act, 2001 or Building Control Act, 1990 or the Public Health Acts 1878 to 1931, and any statutory modification or re-enactment thereof for the time being in force and Regulations or Order made thereunder being necessary for any addition, alteration or change in or to the Leasehold Area for the change of user thereof, to apply, at its own cost to the relevant Local Authority for all approvals, certificates, consents and permissions which may be required in connection therewith and to give notice to the Minister of the grant or refusal (as the case may be) together with copies of all such approvals, certificates, consents and permissions forthwith on receipt thereof and to comply with all conditions. Regulations. Bye-Laws and other matters prescribed by any competent authority whether generally or specifically in respect thereof and to carry out such works at the Lessee's own expense in a good and workmanlike manner to the satisfaction of the Minister. The Lessee shall produce to the Minister on demand all plans, documents and other evidence as the Minister may reasonably require in order to satisfy himself that the provisions of this Lease have been complied with in all respects.
- 21.6 The Lessee shall give notice forthwith to the Minister of any notice, order or proposal for a notice under the Local Government (Planning and Development) Act, 2001 or the Building Control Act, 1990 or the Public Health Acts, 1878 to 1931 and comply at its own cost therewith.
- 21.7 The Lessee shall at the request of the Minister, but at its own cost, make or join in making such objections or representations in respect of any proposal the Minister may require to be made.

22 OUTGOINGS AND EXPENSES

- 22.1 The Lessee shall pay and discharge:
 - (i) All rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever charged, levied, assessed, imposed upon or payable in respect of the Facilities hereby granted.
 - (ii) All costs associated with the construction and installation of the Facilities and the continued operation and use thereof including the cost of any work which the Minister may have to do to facilitate the carrying out of the works or any act or thing hereby authorised.

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23 EXERCISE OF RIGHTS

23.1 To exercise the Lease hereby granted in such a manner as to cause no damage or injury to the Leasehold Area, the Minister, the occupants of the Leasehold Area and any adjoining lands or property and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

24 INSURANCE

- 24.1 Without prejudice to the Lessee's liability to indemnify the Minister in accordance with the provisions of Clause 17, the Lessee shall effect and maintain in the joint names of the Minister and the Lessee from the Commencement Date until the Termination or Expiry of this Lease (and for such further period thereafter as the Minister may reasonably require) the following policies of insurance in an insurance office licensed to operate in the State or which has received official authorisation to operate in the State in accordance with Article 6 of Directive 73/239/EEC:
 - (1) The Leasehold Area and all Facilities and buildings thereon and the fixtures and fittings therein (if any) in the full reinstatement cost thereof (to be determined from time to time by the Minister or his surveyor and including any inflationary factor) against loss or damage by fire, explosion or lightning, impact earthquake, aircraft, floods, storm and tempest, riot, civil commotion and malicious damage or bursting or overflowing of water tanks, apparatus or pipes and including demolition and site clearance expenses, architect's and other fees and taxes in relation to the reinstatement of the Leasehold Area. In the event that the Leasehold Area or the Facilities or any part thereof shall be destroyed or damaged by fire or any of the aforesaid risks, then and as often as shall happen, the Lessee shall lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding, repairing or reinstating the Leasehold Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, the Lessee shall make good the deficiency.
 - (2) A Public Liability Insurance Policy of Indemnity with a limit of €6,500,000.00 (six million five hundred thousand euro)(or such increased amount as the Minister may from time to time determine) in respect of any one claim and unlimited as to the number of accidents or claims during the currency of this Lease in respect of any one claim for any damage, loss or injury which may occur to any property (not being the property of the Minister or the Lessee) or to any person by or arising out of the admission of any person to the Leasehold Area.
 - (3) An Employers Liability Insurance Policy indemnifying the Minister and the State to provide cover for claims in respect of any one claim and unlimited as to the number of

accidents or claims during the currency of this Lease in respect of all actions, costs, proceedings, losses, damages or claims for personal injuries by employees of the Lessee arising in any way from the granting of this Lease or which may be consequent upon or incidental or in any way attributable thereto.

- 24.2 The Lessee shall produce such policy or policies of insurance and the latest receipt of the premium paid for renewal of the said policy or policies to the Minister for inspection as and when called upon to do so by the Minister and to comply with all conditions pertaining to any such policy or policies.
- 24.3 The Lessee must immediately notify the Minister in writing of the making of any claim under any policy of insurance and must provide the Minister with all information in relation to any such claim.
- 24.4 The Lessee must ensure that any contractors engaged in connection with activities in the Leasehold Area or otherwise in connection with this Lease have appropriate insurance and all copies of such insurance policies should be provided to the Minister as soon as is reasonable practicable.

25 NOTICES

- 25.1 Save where otherwise specified, any notice to be given on foot of this Lease may be given in writing sending same by prepaid post to the registered office of the Lessee for the time being or such other address as shall be notified to the Minister.
- 25.2 Any such written notice shall be deemed to have been given when posted at the expiration of three working days after the envelope containing the same and properly addressed was put in the post.

26 VARIATION

26.1 No amendment to this Lease shall be effective unless it is in the form of a supplemental indenture executed by the parties.

27 RELATIONSHIP OF THE PARTIES

- 27.1 Nothing in this Lease may be interpreted or construed as creating any agency, association, joint venture or partnership between the Minister and the Lessee.
- 27.2 Except as is expressly provided for in this Lease, nothing in this Lease grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other party.

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28 **SEVERABILITY**

- 28.1 If any provision of this Lease is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the relevant body of the European Union, that provision shall be severed and the remainder of this Lease shall remain in full force and effect.
- 28.2 The parties shall comply with this Lease as amended in accordance with this Clause 28.

29 GOVERNING LAW

- 29.1 The Lease shall be governed and construed in accordance with the laws of Ireland.
- 29.2 Subject to Clause 20, the parties hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Ireland.

FINANCE ACT CERTIFICATES

- It is hereby certified that Section 53 (lease combined building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidations Act 1999 does not apply for the reason that the entire of the Leasehold Area involved comprises Foreshore and contain no Buildings.
- The Family Law Acts of 1976, 1981, 1989, 1995 and the Family Law (Divorce) Act, 1996, do not affect the Property.

IN WITNESS whereof a person so authorised by the Minister under Section 15(1) of the Ministers and Secretaries Act 1924 has hereunto subscribed his name and the Lessee has hereunto affixed his seal the day and year first herein **WRITTEN**.

28

PRESENT when the OFFICIAL
SEAL of THE MINISTER FOR
ENVIRONMENT, HERITAGE AND
LOCAL GOVERNMENT

was affixed hereto:

A person authorised

by Section 15(1) of

the Ministers and

Secretaries Act,

1924 to authenticate

the Seai of the said

Minister Warn Down.

Addy Shower

PRESENT when the COMMON SEAL
Of SHANNON LNG LIMITED was
affixed hereto (in accordance with its

Memorandum and Articles

of Association

For and on behalf of Matsack Trust Limited

Secretary

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FIRST SCHEDULE

(The Leasehold Area)

ALL THAT AND THOSE the property comprising a T-shaped area of foreshore which extends out from the southern shore of Shannon Estuary and has an area of approximately 10.541 hectares (26.03 acres) as marked out on Map Ref FL102 Revision P2 attached hereto.

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SECOND SCHEDULE

(Specific Conditions)

Prior to commencement of any works the Lessee shall:

- Arrange the publication of a local marine notice, which shall give a general description of operations and approximate dates of commencement and completion.
- Ensure a detailed construction method statement for the works on the foreshore, which demonstrates compliance with the relevant conditions of this Lease and the mitigation measures as set out in the EIS relating to construction, is submitted for approval by the Minister for the Environment Heritage and Local Government in advance of commencement of any works. While such approval shall not be unreasonably withheld or delayed the Minister reserves the right to withhold approval should the construction method statement not demonstrate such compliance. Within one month of its submission for approval the Minister shall either approve the construction method statement or inform the Lessee of the reasons why such approval is being withheld. The Ministers approval of any revised construction method statement shall not be unreasonably withheld or delayed. The Lessee shall consult with the Department on the content of the method statement in advance of submission to assist with the approval process.
- 3. Ensure that a survey of marine fish community composition and abundance in the overall marine aquatic footprint of the development is undertaken prior to commencement of any works in order to provide a baseline for further comparative examination(s). The sampling fish season and sampling methods and reporting of results should be agreed with the Central Fisheries Board.
- 4. Ensure that all conditions contained in the EIS are adhered to.

During construction the Lessee shall:

- Ensure that the handling and disposal of all waste material shall be detailed in the Waste
 Management Plan, and where appropriate, the developer complies with the International
 convention on the Prevention of Pollution from ships (MARPOL) requirements.
- 6. Ensure that the jetty and ancillary structures at shore are of open-form construction that permits access for fish to use existing habitats rather than solid-fill form.
- Ensure that suitably qualified marine mammal observers are employed for the duration of subtidal piling and onshore blasting, and shall be advised by such observers. A log of these

operations should be submitted to the National Parks and Wildlife Service, Department of the Environment, Heritage and Local Government following completion of these works.

- 8. Ensure that no blasting is carried out on the foreshore at any time.
- 9. Ensure that a monitoring programme should be instituted to monitor the movement of winter wetland birds along the shore adjacent to the LNG jetty between Ballylongford Bay and Tarbert Bay. This monitoring programme shall continue through the construction phase and for a period of three years after the final construction with monthly surveys from October to March. The result of this monitoring programme shall be submitted to the National Parks and Wildlife Service, Department of the Environment, Heritage and Local Government at 12 monthly intervals.
- 10. Ensure that ship ballast water and defouling will be managed in accordance with best practice guidelines and that measures will be taken to ensure that invasive marine species are not released into the Shannon Estuary.
- 11. Ensure that best practice safety procedures are in place and sufficient inspections by the operator of the jetty are carried out to reduce the risk of oil spillages and the release of liquefied gas, in order to avoid significant pollution events in the estuary.
- 12. Engage the services of a suitably qualified archaeologist, licensed under the national Monuments Acts 1930-2004 to monitor all ground disturbance works and pile-drilling works associated with the construction of the LNG jetty.
- 13. Ensure that should archaeological material be found during the course of monitoring, the archaeologist will have work on the site stopped pending a decision as to how best to deal with the archaeology. The developer shall be advised by the Department of the Environment, Heritage and Local Government with regards to any necessary mitigating action.
- 14. Engage a suitably qualified underwater archaeologist with a dive survey licence in place should the need for a dive inspection be required.

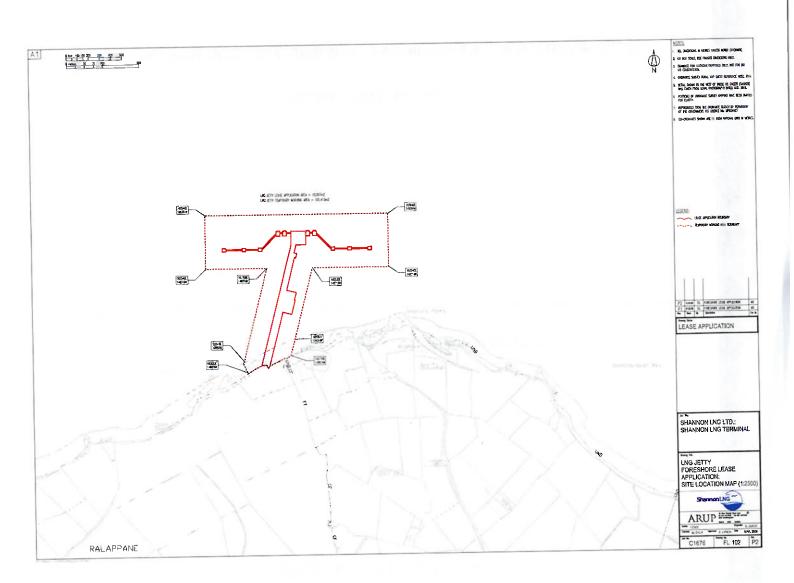
On completion of the works the Lessee shall:

- 15. Ensure that the Department of the Environment, Heritage and Local Government are furnished with a report describing the results of the archaeological monitoring.
- 16. Ensure that all risk mitigation measures identified in the report "Risk Assessment of Marine Operations at the LNG Terminal in the Shannon Estuary" prepared by Marico Marine, in conjunction with Sea Sense Ltd are fully implemented prior to the facility becoming operational.

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17. Ensure that "as constructed" drawings are submitted to Department of the Environment, Heritage and Local Government.

Execution copy



DATED 16 APRIL 2012

(1) THE MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT

(2) SHANNON LNG LIMITED

DEED OF VARIATION OF A FORESHORE LEASE DATED 21 DECEMBER 2010

MATHESON ORMSBY PRENTICE

70 Sir John Rogerson's Quay Dublin 2 Ireland

> TEL +353 1 232 2000 FAX +353 1 232 3333

BETWEEN

- (1) THE MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT,
 Government Buildings, Upper Merrion Street in the City of Dublin, (hereinafter called the
 "Minister" which expression shall include his successors in title and permitted assigns where
 the context so requires or admits); and
- (2) SHANNON LNG LIMITED, having its registered office at 70 Sir John Rogerson's Quay, Dublin 2 (hereinafter called the "Lessee" which expression shall include its successors and permitted assigns where the context so requires or admits).

WHEREAS:-

- The Minister for Environment, Heritage and Local Government in exercise of the power conferred on him by section 2(1) of the Foreshore Act, as amended by Section 2 of the Foreshore (Amendment) Act, 1992, and further amended by the Foreshore and Dumping at Sea (Amendment) Act 2009, granted a Foreshore Lease (the "Lease") dated 21 December 2010 to the Lessee to enter into, use and occupy the area described in Schedule 1 hereto for the purpose of constructing a jetty which was intended for mooring and offloading liquefied natural gas tankers in accordance with Drawing Reference Numbers C211 Revision 4; C212 Revision 1; C213 Revision 3; C216 Revision 2; C217 Revision 4; C218 Revision 2; C219 Revision 2; C220 Revision D1; C221 Revision 2; SK-1 Revision 0; SK-2 Revision 1, SK-4 Revision 0; SK6 Revision 1; SK-7 Revision 0; SK-9 Revision 0 for a term commencing on 9 December 2010 and expiring on 8 December 2045 subject to the terms and conditions set out in the Lease. This Deed is supplemental to the Lease.
- Pursuant to the Environment, Heritage and Local Government (Alternation of Name of Department and Title of Minister) Order 2011 (SI 193 of 2011) the title of the Minister for Environment, Heritage and Local Government was altered to become "Minister for the Environment, Community and Local Government".
- 3. The Minister and the Lessee have now agreed certain amendments to the Lease, for the purpose of varying the terms of the Lease to the extent that the term of the Lease is extended to 99 years in the manner hereinafter appearing, in consideration of the Lessee paying additional monies, hereinafter specified, to the Minister.
- 4. Any capitalised terms not otherwise defined herein shall bear the same meanings as are ascribed to them in the Lease.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of paid by the Lessee to the Minister (receipt of which is acknowledged) the following matters are agreed between the parties hereto:

1. TERM OF LEASE

1.1 **THAT** Clause 1 (Definitions and Interpretations) of the Lease is hereby amended by the deletion therefrom of Sub-Clause (xxiv) in its entirety and its substitution with the following text:

"(xxiv) "Term" has the meaning set out in Clause 4;"

- 1.2 **THAT** Clause 4 (Term) of the Lease is hereby amended by the deletion therefrom of Sub-Clause 4.2 in its entirety and its substitution with the following text:
 - "4.2 Subject to Clause 12, this Lease shall remain in force for a period of 99 years from the Commencement Date."

- 2 GENERAL
- 2.1 **THAT** save as amended herein, the terms of the Lease remain in full force and effect and are hereby ratified and confirmed by the parties.
- 2.2 **THAT** for the avoidance of any doubt, the parties hereby acknowledge and agree that the variations to the Lease as set out in this Deed are binding on their respective successors in title and permitted assigns including the person for the time being entitled to the reversion immediately expectant on the termination of the Lease.
- 2.3 **THAT** this Deed may be executed by the different parties hereto on separate counterparts and, if so executed, will be as effective as if all executions on the counterparts were on a single part of this Deed.
- 2.4 **THAT** this Deed shall in all respects be governed by and construed in accordance with laws of Ireland.

IN WITNESS whereof this Deed has been duly executed on the date first written above.

PRESENT when the OFFICIAL
SEAL of THE MINISTER FOR
THE ENVIRONMENT, COMMUNITY
AND LOCAL GOVERNMENT
was affixed hereto and this Deed was
delivered:

Witness' Signature

Witness' Address

A person authorised by Section 15(1) of the Ministers and Secretaries Act 1924

to authenticate the Seal of the said Minister

PRESENT when the Common Seal of SHANNON LNG LIMITED was affixed hereto and this Deed was delivered:

Witness' Signature

Witness' Address

Director/Secretor

For and on behalf of Matsack Trust Limited

3ecretary

SCHEDULE 1

The Leasehold Area

The Leasehold Area, as described in the Lease as:

"ALL THAT AND THOSE the property comprising a T-shaped area of foreshore which extends out from the southern shore of Shannon Estuary and has an area of approximately 10.541 hectares (26.03 acres) as marked out on Map Ref FL102 Revision P2 attached hereto."

DATED 6 APAIL 2012

(1) THE MINISTER FOR THE ENVIRONMENT COMMUNITY AND LOCAL GOVERNMENT

(2) SHANNON LNG LIMITED

DEED OF VARIATION
OF A FORESHORE LEASE DATED 21
DECEMBER 2010

MATHESON ORMSBY PRENTICE

Solicitors 70 Sir John Rogerson's Quay Dublin 2 Ireland

TEL + 353 1 232 2000 FAX + 353 1 232 3333 24493087.6 4)



MEMORANDUM OF AGREEMENT made the 21 th day of December 2010

BETWEEN THE MINISTER FOR ENVIRONMENT, HERITAGE AND LOCAL GOVERNMENT, Government Buildings, Upper Merrion Street in the City of Dublin (hereinafter called "the Minister" which expression shall include his Successors or Assigns where the context so requires or admits), of the One Part; and Shannon LNG Limited, 70 Sir John Rogerson's Quay, Dublin 2 (hereinafter called "the Licensee" which expression shall include his Successors or Assigns where the context so admits or requires) of the Other Part.

INTRODUCTION

- A. The Licensee has applied to the Minister for a Foreshore Licence to enter onto, use and occupy the Licensed Area for the provision of a drainage outfall pipe to discharge surface water, groundwater, treated process and foul water and used firewater from the proposed LNG terminal (hereinafter referred to as "the Facilities") as referred to in Drawing Reference Numbers FL011 Revision P3; FL012 Revision P2; and FL013 Revision P5.
- B. The Minister in exercise of the power conferred on him by section 3(1) of the Foreshore Act, as amended by Section 2 of the Foreshore (Amendment) Act, 1992, and the Foreshore and Dumping at Sea (Amendment) Act 2009, has agreed to grant a Foreshore Licence to the Licensee on the terms and conditions set out in this Deed.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this Licence the following words and expressions have the following meaning:

- (i) "Assignment" means any assignment, novation, transfer or any other legal or equitable parting with possession of any description, directly or indirectly, in whole or in part;
- (ii) "Business Day" means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed or a payment is to be made;

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- (iii) "Change in Control" means any change in the control of the Licensee, occurring other than as a result of a transfer of a legal or beneficial ownership of any shares that are listed on a stock exchange;
- (iv) "Commencement Date" has the meaning in clause 4;
- (v) "Control" has the same meaning as in Section 432 of the Taxes Consolidation Act 1997;
- (vi) "Cure Notice" has the meaning set out in clause 11.1;
- (vii) "Dispute" means a difference or dispute of whatsoever nature arising between all or any of the parties under or in connection with this Licence;
- (viii) "Dispute Notice" has the meaning set out in clause 20.2;
- (ix) "Dispute Resolution Procedure" means the procedure outlined in clause 20;
- (x) "Euro" means the single currency of participating member states of the European Union;
- (xi) "Facilities" means the purpose of the development as a drainage outfall to discharge surface water, groundwater, treated process and foul sewer and used firewater from the proposed LNG terminal;
- (xii) "Force Majeure" means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Licence including:
 - (a) acts of terrorists or protestors;
 - (b) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
 - (c) sabotage, acts of vandalism, criminal damage or the threat of such acts;
 - (d) extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Eireann over the previous ten years;
 - (e) the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft of other vehicles;

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- (f) any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;
- (g) the act or omission of any contractor or supplier of a party, provided that the act or omission was due to an event which would have been an event of Force Majeure had the contractor or supplier been a party to this Licence;
- (h) the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Licence, other than due to an act or omission of all or any of the Licensees;
- (i) mechanical or electrical breakdown or failure of machinery, plant or other Facilities owned, installed or utilized by any party, which breakdown or failure was outside the control of the party acting in accordance with the Law;

provided that Force Majeure shall not include:

- (a) lack of funds and/or the inability of a party to pay;
- (b) mechanical or electrical breakdown or failure of machinery, plant or other Facilities owned, installed or utilized by any party other than as a result of the circumstances identified in clauses 1(xii)(a) to 1(xii)(i), above; or
- (c) any strike or industrial action not falling within clause 1(xii)(f) above;
- (xiii) "Foreshore" has the same meaning as in section 1 of the Foreshore Act;
- (xiv) "Foreshore Act" means the Foreshore Act 1933 as amended;
- (xv) "Foreshore Licence" means a licence granted by the Minister pursuant to section 3(1) of the Foreshore Act;
- (xvi) "Law" means any Act of the Oireachtas, regulation, statutory instrument, European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorization, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Licence;
- (xvii) "Licensee" means the party or parties named as the Licensee at the commencement of this Licence and includes the person for the time being entitled to the Licensee's interest created by this Licence;



- (xviii) "License Fee" means £24,000.00 (twenty four thousand Euro);
- (xix) "Licensed Area" means that part of the Foreshore more accurately described in the First Schedule;
- "Outgoings" means all rates taxes and charges (including emergency service charges) of any description (whether or not of a capital or non-recurring nature) which may at any time during the Term be payable in respect of the Licensed Area and the Utilities enjoyed in connection therewith including any insurance excesses or other sums not recoverable by the Licensee (unless due to its own neglect or default);
- (xxi) "Representations and Warranties" means the representations and warranties given by the Licensee to the Minister pursuant to clause 15.1;
- (xxii) "Specific Conditions" means the specifications set out in Schedule 2, as may be amended from time to time pursuant to clause 8.2;
- (xxiii) "Term" has the meaning set out in clause 4;
- (xxiv) "Utilities" means water soil steam air gas electricity radio television telegraphic telephonic electronic and other communications, and other services of whatsoever nature.

2 INTERPRETATION

- 2.1 Where two or more persons are included in the expression "the Minister" or "the Licensee", such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Minister, or the Licensee shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires:
 - 2.2.1 words importing a person include any unincorporated association or corporate body and vice versa;
 - 2.2.2 any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
 - 2.2.3 any reference to the singular includes reference to the plural.
- 2.3 Any covenant in the Licence by the Licensee not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.



- 2.4 References to any right of the Licensee to have access to or entry upon the Licensed Area shall be construed as extending to all persons lawfully authorised by the Minister including agents, professional advisers, prospective purchasers of any interest of the Minister in the Licensed Area or in the Adjoining Property, contractors, workmen and others provided that such persons have given reasonable notice (except in the case of an emergency) and have sufficient reason to require access.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or subsections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there under or deriving validity there from.
- 2.6 Headings are inserted for convenience only and do not affect the construction or interpretation of this Licence.
- 2.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause or schedule of this Licence.
- 2.8 Wherever in this Licence either party is granted a future interest in property there shall be deemed to be included in respect of every such grant a provision requiring that future interest to vest within the Perpetuity Period.
- 2.9 If any term or provision in this Licence is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Licence but the enforceability of the remainder of this Licence is not affected.
- 2.10 References in this Licence to any rights granted to the Licensee shall be construed as being granted to the Licensee and all persons authorised by the Licensee to exercise such rights.
- 2.11 Rights excepted to the Minister or reserved to any indemnities to the Minister are to benefit also any other Minister and if necessary and appropriate the occupiers of the remainder of the Licensed Area, any occupier or adjoining or neighbouring property and any other person authorised by the Minister or having similar rights.
- 2.12 Where under the terms of this Licence the consent or approval of the Minister is required for any matter or thing then the reference thereto shall be deemed to include the consent or approval of any other Minister where such consent or approval is required and in each case the consent or approval of the Minister shall not be unreasonably withheld or delayed and the



- Minister shall use all reasonable endeavours to ensure that the consent or approval of any other Minister is not unreasonably withheld or delayed.
- 2.13 Any right or privilege conferred on the Minister under this Licence shall be deemed to be exercisable by the Minister during the Term or during the Perpetuity Period whichever is the shorter.
- 2.14 If any term or provision of this Licence would but for this provision be void in whole or in part under the rule against perpetuities then such term or provision shall be read and construed as if there had been included therein a restriction limiting the vesting of future interests in property, easements, rights or privileges thereby purported to be vested or granted to the Perpetuity Period so that the rule against perpetuities is not infringed.
- 2.15 References to "month" or "months" mean a calendar month or months.
- 2.16 The Term shall extend to and include also any new Licence granted but so that if this Licensee is properly determined prior to the expiry of the Term, the Term shall mean the Term up to the date of such determination and expression such as the last year of the Term shall be construed accordingly.

3 GRANT OF LICENCE

- 3.1 The Minister in exercise of the powers vested in him by section 3(1) of the Foreshore Act 1933, as amended by section 2 of the Foreshore (Amendment) Act, 1992 and the Foreshore and Dumping at Sea Act 2009 hereby grants to the Licensee(s) a licence to enter onto, use and occupy the Licensed Area, on the terms and conditions set out in this Licence, for the purposes of:
 - constructing, installing and locating the Facilities;
 - (2) operating, maintaining inspecting testing repairing or replacing all or any of the Facilities; and
 - (3) carrying out works which are necessary or incidental to the activities described in clauses (1) and (2).
 - 3.2 Unless otherwise permitted by Law, the Licensee(s) shall not use the Licensed Area for any other purposes other than the purposes described in clause 3.1.
 - 3.3 For the avoidance of all doubt, this Licence does not include the right to get and take any minerals within the meaning of section 2(7) of the Foreshore Act.



4 TERM

- 4.1 This Licence shall commence from the 9 December 2010.
- 4.2 Subject to clause 12, this Licence shall remain in force for a period of 35 years from the Commencement Date.

5 LICENCE FEE

- 5.1 In consideration of the grant of this Licence, the Licensee(s) shall pay to the Minister the sum of:
 - (i) Licence;
 - (ii) €1.00 if demanded, on or before each anniversary of the Commencement Date.

6 COMMENCEMENT OF OPERATIONS

- 6.1 The Licensee(s) shall not commence any works associated with the construction or installation of Facilities in the Licensed Area, without the prior written consent of the Minister.
- 6.2 The Minister is not obliged to grant consent pursuant to clause 6.1 unless and until the Licensee(s) have obtained and provided to the Minister in respect of the relevant works, activities or operations copies of all the necessary consents, permissions, permits, licenses and authorizations.

7 COMPLIANCE WITH APPLICABLE LAWS

- 7.1 The Licensee(s) shall at all times comply with all applicable Laws.
- 7.2 Without prejudice to the generality of clause 7.1, the Licensee(s) shall at all times hold all necessary licenses, consents, permissions or authorisations associated with any activities of the Licensee(s) in connection with the Licensed Area.

8 SPECIFIC CONDITIONS

- 8.1 Unless the prior written approval of the Minister is obtained, which approval may be granted subject to conditions, the Licensee(s) shall ensure that:
 - (1) all Facilities are constructed and/or installed in accordance with the Specific Conditions and such Facilities at all times comply with the Specific Conditions which are applicable at the date that such Facilities were constructed and /or installed; and



- (2) no development, work, construction or installation is undertaken in the Licensed Area that does not comply with the Specific Conditions.
- 8.2 The Specific Conditions may be amended from time to time:
 - 8.2.1 by agreement between the parties;
 - 8.2.2 by the Minister by notice in writing to the Licensee(s) if the Minister reasonably considers it necessary to do so for reasons of public safety or protection of the environment.
- 8.3 If at any stage the Licensee(s) become aware that any Facilities or works do not comply with the Specific Conditions that were applicable at the date that such Facilities were constructed and/or installed or such works were performed (whether as a result of notification by the Minister or other competent authority or otherwise), the Licensee(s) shall immediately:
 - notify the Minister, unless the Licensee(s) were notified by the Minister;
 - (2) unless the Minister otherwise agrees in writing, take all reasonable steps to ensure that:
 - (a) such Facilities or works comply with the Specific Conditions that were applicable at the date that such Facilities were constructed and/or installed or such works were performed, as the case may be; and
 - (b) any adverse consequence arising out of the fact that Facilities were not constructed and/or installed in accordance with the Specific Conditions or works were not performed in accordance with the Specific Conditions, as the case may be, are rectified to the satisfaction of the Minister as soon as is reasonably practicable.

9 OPERATIONS IN CONNECTION WITH THIS LICENCE

- 9.1 The Licensee may, from time to time, with the prior consent of the Minister occupy and use such area adjacent to the Licensed Area as is reasonably required by the Licensee(s) to exercise their rights pursuant to clause 3.1.
- 9.2 Without prejudice to any other rights and obligations under this Licence or at Law, in exercising any of the rights or performing any obligations in connection with this Licence, the Licensees shall:
 - (1) comply with the Specific Conditions described in the Second Schedule at all times;

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- (2) ensure that all Facilities or other works or structures in the Licensed Area are at all times maintained in a good and proper state of repair and condition, to the satisfaction of the Minister, which ensures that they do not constitute a public health hazard or danger to persons, animals, marine life or the environment; not be injurious to navigation, the adjacent lands or the public interest;
- (3) not Encumber this Licence or any Facility without the written consent of the Minister such consent not to be unreasonably withheld or delayed where the encumbrance is granted to a party providing finance in connection with the LNG project;
- (4) at all times maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Licence including:
 - (a) ensuring that all necessary competent persons are engaged to carry out any works activities, or operations pursuant to this Licence;
 - using suitable machinery and equipment which is in good repair and condition and maintained to proper safety standards;
- (5) use all reasonable endeavours to minimize damage and disturbance to the sea bed, fisheries and all other maritime activities and restore any damage which does occur to the satisfaction of the Minister;
- (6) not commit or suffer any waste, spoil or destruction on the Foreshore, other than waste, spoil or destruction:
 - (a) which is reasonably necessary as a consequence of the exercise of rights and performance of obligations pursuant to this Licence; and
 - in respect of which the Licensee(s) hold all necessary consents, licenses or permissions required by Law;
- (7) carry out an analysis and monitoring of the Licensed Area and the waters within the immediate vicinity and to pay to the Minister all expenses incurred by the Minister or a person duly authorised by him, to carry out such analysis and monitoring;
- (8) unless otherwise permitted by Law, not undertake any works, activities or operations, other than navigation, outside the Licensed Area without the prior written consent of the Minister and, where appropriate, any occupiers of such sea bed;

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- (9) not, without the prior written consent of the Minister, carry out any works, activities or operations which, in the reasonable opinion of the Minister, are injurious to or interfere unreasonably with fishing, navigation, adjacent lands, approved scientific research or the public interest;
- (10) ensure that adequate warning notices, fencing or other appropriate security and safety measures are in place at all works and structures during construction and, where necessary, for the duration of this Licence;
- from the Licensed Area and abate all buildings, works or materials which may have become dilapidated or abandoned or which may have been constructed without the consent required under this Licence or which may in the opinion of the Minister be injurious to navigation, the adjacent land or the public interest and to restore the Licensed Area to its former or proper condition and to erect or construct any building or works which in the opinion of the Minister may be required for the purposes of navigation, the adjacent land or the public interest. The Licensee shall compensate the Minister for all costs associated with the aforesaid removal or abatement.
- 9.3 The Specific Conditions may be amended from time to time:
 - (1) by agreement between the parties; or
 - (2) by the Minister by notice in writing to the Licensee(s) if the Minister considers it necessary to do so for reasons of public safety and protection of the environment.
- 9.4 Without prejudice to any other remedy under this Licence or at Law, if the Minister is of the view that the Licensee(s) are in breach of any obligation pursuant to clause 9.2, the Minister may, by notice in writing, require that the Licensee(s) rectify such breach, within such reasonable time period as is specified by the Minister.
- 9.5 The Licensee(s) shall comply with any direction of the Minister under clause 9.4 within the time specified in the notice.
- 10 INVESTIGATIONS, INSPECTIONS AND ENQUIRIES
- 10.1 The Minister may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Licence as he sees fit.



- 10.2 The Licensee(s) shall use all reasonable endeavours to co-operate fully and provide all reasonable assistance in relation to any investigation, inspection or enquiry conducted pursuant to clause 10.1.
- 10.3 The Licensee(s) acknowledge and agree that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Licence:
 - (1) is without prejudice to the Licensee(s) rights and obligations under this Licence or at Law and does not amount to a waiver of any such rights or relieve the Licensee(s) from any such obligations; and
 - (2) does not amount to an acknowledgement by the Minister, or any officer, servant or agent of the Minister, that the Licensee(s) has (have) complied with this Licence or Law in relation to any matters to which the investigation, inspection or enquiry relates.

11 STEP IN RIGHTS

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- 11.1 If at any time any material obligation of the Licensee(s) under this Licence is not performed, the Minister may give written notice to the Licensee(s) ("Cure Notice") describing the obligation which is not performed and requiring such failure to be remedied within the period specified in the Cure Notice (which period must be reasonable having regard to the nature of the obligation which was not performed).
- 11.2 If the failure to perform the obligation referred to in the Cure Notice is not remedied within the period specified in such Cure Notice, the Minister shall be entitled to engage any personnel, execute any works and to provide and install any equipment which in the opinion of the Minister may be necessary to secure the performance of the relevant obligations.
- 11.3 The Minister may recover the costs and expenses of exercising all rights under clause 11.2 from the Licensee(s) as a civil debt in any court of competent jurisdiction.
- 11.4 The rights under this clause 11 are without prejudice to any other remedies available to the Minister under this Licence or at law.

12 TERMINATION

12.1 The Minister may without prejudice to any other remedies available under this Licence or at Law terminate this Licence by notice in writing to the Licensee upon the occurrence of the following events without payment of any compensation or refund by the Minister to the Licensee and without prejudice to any claim by the Minister in respect of any antecedent



breach of any covenant or condition herein contained or without prejudice to any obligation or liability on the part of the Licensee arising under any applicable Law or pursuant to this Licence (including any accrued rights or obligations which exist at the date of termination or expiry of this Licence):

- (i) Where, in respect of the application for this Licence, material information has been wilfully withheld from the Minister by the Licensee or material information provided to the Minister by the Licensee is false or misleading in any material particular;
- (ii) if any moneys payable by the Licensee under this Licence are not paid by the due date for payment and such failure is not remedied within 21 days after receipt by the Licensee of a notice from the Licensee requiring such breach or non-observance to be remedied and stating that this Licence may be terminated pursuant to clause 12.1(ii) if such breach or non-observance is not remedied;
- (iii) any material breach or non-observance by the Licensee of any provision of this Licence or applicable law, which is capable of being remedied and which is not remedied within 21 days after receipt by the Licensee of a notice from the Minister requiring such breach or non-performance to be remedied and stating that this Licence may be terminated pursuant to clause 12.1(iii) if such breach or non-performance is not remedied;
- (iv) any material breach or non-observance by the Licensee of any provision of this Licence which is not capable of being remedied;
- repeated breach or non-observance by the Licensee of any provision of this Licence or applicable Law which has been notified to them Licensee by the Minister and which has not been disputed in good faith, whether or not they are remedied, which are not of themselves material breaches, but which collectively are reasonably determined by the Minister to constitute a material breach and which continue after receipt of by the Licensee of a notice from the Minister stating that the Licence may be terminated if such breaches or non-observances continue;
- (vi) any purported Assignment of this Licence otherwise than in accordance with clause 16;
- (vii) in the event that the Licensee fails to carry out execute and substantially complete the development in accordance with the plans and specifications approved by the Minister to the satisfaction of the Minister within a period of 10 years commencing on 31

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March 2008 (being the date specified in condition 2 of the planning permission issued by An Bord Pleanála with An Bord Pleanála Reference Number PL 08.PA002) or such longer period as maybe granted by An Bord Pleanála;

- (viii) the Minister is of the view that the capability of the Licensee to discharge fully its obligations under this Licence is materially impaired, including by reason of:
 - (a) the occurrence of the Insolvency/Liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation) of the Licensee; or
 - (b) any other adverse change in the managerial, technical or financial competence of the Licensee.

13 RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRY

13.1 On the termination or expiry of this Licence:

- (1) All rights and powers exercisable by the Licensee pursuant to this Licence shall cease and determine, but without prejudice to any obligation or liability arising under any applicable Law or pursuant to this Licence (including any accrued rights or obligations which exist at the date of termination or expiry of this Licence) or without prejudice to any claim by the Minister in respect of any antecedent breach of any covenant or condition herein contained.
- (2) All Facilities belonging to the Licensee shall be removed by the Licensee on the termination or expiry of this Licence at its own expense in accordance with a programme to be agreed with the Minister (if requested by the Minister to do so) to the satisfaction of the Minister and the Licensee shall make good any damage caused by such removal and shall restore Licensed Area to its former condition. The programme shall be submitted to the Minister no later than 12 months before the expiry of this Licence and shall be agreed with the Minister no later than 6 months before the expiry of the Licence.

In the event that the Facilities shall not be removed in accordance with a programme to be agreed with the Minister on the termination or expiry of this Licence the Licensee shall pay to the Minister all reasonable costs, expenses and outgoings incurred in so removing the Facilities and making good any damage thereby occasioned.

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(3) Any moneys paid to the Minister under the terms of this Licence shall not be repaid.

14 PAYMENT AND INVOICING

- 14.1 All payments by the Licensee in connection with this Licence:
 - shall be made by cheque, bank draft or money order, delivered on or before the due date for payment, to the Minister's address for service pursuant to clause 25 or such other address notified to the Licensee by the Minister in writing and;
 - (2) shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.
- 14.2 If any amount which is payable under this Licence has not been paid on or before the date that payment is due:
 - (1) the party to whom payment is due may institute proceedings for recovery from the other party; and
 - (2) in addition to any other remedies under this Licence, the party to whom payment is due is to be paid interest on the outstanding amount at Euribor + 1%, such interest to be calculated from the date that payment was due until the date of actual repayment.

15 REPRESENTATION AND WARRANTIES (IF LICENSEE IS A COMPANY)

- 15.1 The Licensee(s) represent(s) and warrant(s) to the Minister that:
 - (1) The Licensee is duly incorporated and organised under the laws of its place of incorporation;
 - (2) The Licensee has the corporate capacity and authorisation (internal and external) to enter into and perform the terms of the Licence;
 - (3) The representative signing this Licence on behalf of the Licensee is duly authorised in that behalf.
 - 15.2 This Licence expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the parties, other than as expressly provided for in this Licence.



16 ASSIGNMENT AND CHANGE OF CONTROL

- 16.1 The Licensee shall not assign or otherwise dispose of this Licence or any interest in this Licence without the prior written consent of the Minister, such consent not to be unreasonably withheld.
- 16.2 In considering whether or not to grant consent under clause 16.1, the Minister may:
 - (4) take account of the creditworthiness, relevant experience and technical capabilities of the intended assignees and any other relevant matters having regard to the rights and obligations of the Licensee(s) under this Licence; and
 - (5) require the proposed assignees to enter into a supplemental indenture with the Minister in a form acceptable to the Minister.
- 16.3 The Minister shall not charge a fee in relation to the grant of any consent pursuant to this Clause 16. However if the Minister requires execution of a supplemental indenture as a condition of the grant of any consent, the relevant Licensee(s) shall pay the reasonable legal costs of the Minister associated with the negotiation, preparation and execution of such supplemental indenture, upon presentation of an invoice from the Minister supported by reasonable documentary evidence of such costs.
- 16.4 A Licensee shall notify the Minister as soon as reasonable practicable upon the occurrence of any Change of Control in respect of that Licensee.

17 INDEMNITIES

- 17.1 The Licensee hereby indemnifies (as well as after the expiration of the Term by effluxion of time or otherwise as during its continuance) and agree to keep indemnified and hold harmless the State, the Minister and his/her officers, servants, agents and employees, against all or any actions, expenses, costs, claims, demands, damages and other liabilities whatsoever in respect of:
 - (i) the grant of this Licence;
 - (ii) the performance of works in the Licensed Area by the Licensee or their servants, agents, employees or contractors; or
 - (iii) the injury, sickness or death of any person (including the Minister's servants, agents and employees and any other occupants of the Licensed Area or any adjoining property); or

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- (iv) all damage to or loss to or of any property or business arising out of or in any way connected with the existence of the Facilities on the Licensed Area and Licensee's use of the Facilities or the exercise of any of its rights herein contained; or
- (v) as a result of any breach by the Licensee of the terms of this Licence; and
- (vi) any acts or omissions or negligence of the Licensee, its servants, agents, Licensees, invitees, or any persons in or about the Licensed Area expressly or impliedly with the Licensee's authority; and
- (vii) in particular but without prejudice to the generality of the foregoing arising directly or indirectly out of:
 - (a) the constructions and/or installation of the Facilities on the Licensed Area;
 - (b) the state of repair and condition of the Facilities;
 - (c) the use of the Facilities;
 - (d) any other cause whatsoever arising out of the Facilities,

save to the extent that such actions, loss, claims, damages, expenses and demands are directly attributable to the negligence of the Minister and/or his officers, agents or employees.

18 JOINT AND SEVERAL LIABILITY (IF MORE THAN ONE LICENSEE)

18.1 Save where otherwise specified, any obligations of the Licensee(s) under this Licence are joint and several obligations.

19 FORCE MAJEURE

- 19.1 Except as otherwise provided by this Licence, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Licence by reason of Force Majeure:
 - (1) as soon as is reasonably practicable, the party affected by Force Majeure shall notify the other parties, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other parties during the period of Force Majeure;
 - (2) this Licence shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations of the other party, shall

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be suspended, provided that the suspension shall be of no greater scope and no longer duration that is required by the Force Majeure;

- (3) subject to full compliance with this clause 19.1, during suspension of any obligation pursuant to clause 19.1(2), the relevant party or parties shall not be treated as being in breach of that obligation;
- (4) the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Licence by reason of Force Majeure and to resume full performance of its obligations under this Licence as soon as is reasonably practicable;
- (5) as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other parties as to how best to give effect to their obligations under this Licence so far as is reasonably practicable during the period of the Force Majeure;
- upon cessation of a party's inability to perform all or any of its obligations under this Licence by reason of Force Majeure, that party shall notify the other parties; and
- (7) insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.
- 19.2 Clause 19.1(4) shall not require the settlement of any strike, walkout, lock-out or other labour dispute on terms which, in the sole judgement of the party involved in the dispute, are contrary to its interests.

20 DISPUTE RESOLUTION

- 20.1 Subject to clause 20.10, no party may commence proceedings in relation to any Dispute in connection with this Licence without first complying with the provisions of clause 20.
- Any party may notify another party or parties of the occurrence or discovery of any item or event which the notifying party acting in good faith considers to be a Dispute under or in connection with this Licence ("Dispute Notice").

20.3 A Dispute Notice shall:

(1) set out the particulars of the issues in dispute in sufficient detail and be accompanied by sufficient supporting documentation (if relevant) to enable the recipient or recipients of the notice to fully understand the Dispute; and

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- (2) identify an individual to represent that party in discussions in relation to the Dispute, such individual to have:
 - (a) expertise or experience in the subject matter of the Dispute; and
 - (b) authority to negotiate in relation to the Dispute.
- 20.4 Any recipient of a Dispute Notice shall, within 10 Business Days after the date of the Dispute Notice:
 - (1) appoint an individual to represent that recipient in discussions in relation to the Dispute, such individual to have:
 - (a) expertise or experience in the subject matter of the Dispute; and
 - (b) authority to negotiate in relation to the Dispute; and
 - (2) notify the details of that individual to the sender of the Dispute Notice
- 20.5 The nominated representatives shall meet as soon as practicable, but in any event not more than 20 Business Days after the date of the Dispute Notice, to attempt in good faith using all reasonable endeavours to resolve the Dispute satisfactorily.
- 20.6 If a Dispute is not resolved to any party's satisfaction by the nominated representatives under clause 20.5 within 30 Business Days after the date of the Dispute Notice, the Dispute may, by notice in writing by any party to each other party to the Dispute, be referred to Arbitration for determination by a single arbitrator appointed by agreement between the parties.
- 20.7 Failing agreement on the appointment of an arbitrator within the time frame set out in clause 20.6, the arbitrator shall be appointed at the request of any party, after giving notice in writing to all other parties to the Dispute, by the President for the time being of the Law Society of Ireland.
- 20.8 The provisions of the Arbitration Acts 1954 to 2010 and any amendments thereto shall apply to the Arbitration.
- 20.9 Performance of obligations under this Licence shall continue during any Dispute Resolution Procedure pursuant to this clause 20.
- 20.10 Nothing in this clause 20 prevents any party from seeking urgent declaratory injunctive or other interlocutory relief.



21 COMPLIANCE WITH PLANNING

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- 21.1 The Licensee shall obtain all Planning Permissions and Fire Safety Certificates required for the construction, installation and operation of the Facilities and comply at its own cost therewith and any Local Authority requirements. On the completion of the construction and installation of the Facilities, the Licensee shall furnish the Minister with its Architects Certificate of Compliance in respect of such permissions.
- 21.2 The Licensee shall not implement any planning permission before it and all required Fire Safety Certificates have been produced to the Minister.
- 21.3 In the event of the Facilities or the construction and installation thereof not conforming to the Planning Permission or Fire Safety Certificate procured in respect thereof, the Licensee shall carry out such alterations or amendments as shall be necessary to comply therewith. However in the event of it becoming impossible to comply with the Planning Permission and Fire Safety Certificate procured, to restore the Licensed Area to its former condition and to the satisfaction of the Minister.
- The Licensee shall not do any anything on or in connection with the Licensed Area, the doing 21.4 or omission of which shall be a contravention of the Local Government (Planning and Development) Act, 2001, the Building Control Act, 1990 and the Safety, Health and Welfare at Work Act, 1989 as amended, or of any notices, orders, licenses, consents, permissions and conditions (if any) served, made, granted or imposed thereunder. In the event of permission or approval from any Local Authority under the Local Government (Planning and Development) Act, 2001 or Building Control Act, 1990 or the Public Health Acts 1878 to 1931, and any statutory modification or re-enactment thereof for the time being in force and Regulations or Order made thereunder being necessary for any addition, alteration or change in or to the Licensed Area for the change of user thereof, to apply, at its own cost to the relevant Local Authority for all approvals, certificates, consents and permissions which may be required in connection therewith and to give notice to the Minister of the grant or refusal (as the case may be) together with copies of all such approvals, certificates, consents and permissions forthwith on receipt thereof and to comply with all conditions, Regulations, Bye-Laws and other matters prescribed by any competent authority whether generally or specifically in respect thereof and to carry out such works at the licensee's own expense in a good and workmanlike manner to the satisfaction of the Minister. The Licensee shall produce to the Minister on demand all plans, documents and other evidence as the Minister may reasonably require in order to satisfy himself that the provisions of this Licence have been complied with in all respects.

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- 21.5 The Licensee shall give notice forthwith to the Minister of any notice, order or proposal for a notice under the Local Government (Planning and Development) Act, 2001 or the Building Control Act, 1990 or the Public Health Acts, 1878 to 1931 and comply at its own cost therewith.
- 21.6 The Licensee shall at the request of the Minister, but at its own cost, make or join in making such objections or representations in respect of any proposal the Minister may require to be made.

22 OUTGOINGS

22.1 The Licensee shall pay and discharge:

- (i) All rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever charged, levied, assessed, imposed upon or payable in respect of the Facilities hereby granted.
- (ii) All costs associated with the construction and installation of the Facilities and the continued operation and use thereof including the cost of any work which the Minister may have to do to facilitate the carrying out of the works or any act or thing hereby authorised.

23 EXERCISE OF RIGHTS

23.1 To exercise the Licence hereby granted in such a manner as to cause no damage or injury to the Licensed Area, the Minister, the occupants of the Licensed Area and any adjoining lands or property and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

24 INSURANCE

24.1 Without prejudice to the Licensee's liability to indemnify the Minister in accordance with the provisions of clause 17, the Licensee shall effect and maintain in the joint names of the Minister and the Licensee from the Commencement Date until the Termination or Expiry of this Licence (and for such further period thereafter as the Minister may reasonably require) the following policies of insurance in an insurance office licensed to operate in the State or which has received official authorisation to operate in the State in accordance with Article 6 of Directive 73/239/EEC:-

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- therein (if any) in the full reinstatement cost thereof (to be determined from time to time by the Minister or his surveyor and including any inflationary factor) against loss or damage by fire, explosion or lightning, impact earthquake, aircraft, floods, storm and tempest, riot, civil commotion and malicious damage or bursting or overflowing of water tanks, apparatus or pipes and including demolition and site clearance expenses, architect's and other fees and taxes in relation to the reinstatement of the Licensed Area. In the event that the Licensed Area or the Facilities or any part thereof shall be destroyed or damaged by fire or any of the aforesaid risks, then and as often as shall happen, the Licensee shall lay out all monies received in respect of such insurance as aforesaid as soon as practicable in or upon rebuilding, repairing or reinstating the Licensed Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, the Licensee shall make good the deficiency.
 - (2) A Public Liability Insurance Policy of Indemnity with a limit of €6,500,000.00 (six million five hundred thousand euro) (or such increased amount as the Minister may from time to time determine) in respect of any one claim and unlimited as to the number of accidents or claims during the currency of this Licence in respect of any one claim for any damage, loss or injury which may occur to any property (not being the property of the Minister or the Licensee) or to any person by or arising out of the admission of any person to the Licensed Area.
 - (3) An Employers Liability Insurance Policy indemnifying the Minister and the State to provide cover for claims in respect of any one claim and unlimited as to the number of accidents or claims during the currency of this Licence in respect of all actions, costs, proceedings, losses, damages or claims for personal injuries by employees of the Licensee arising in any way from the granting of this Licence or which may be consequent upon or incidental or in any way attributable thereto.
- 24.2 The Licensee shall produce such policy or policies of insurance and the latest receipt of the premium paid for renewal of the said policy or policies to the Minister for inspection as and when called upon to do so by the Minister and to comply with all conditions pertaining to any such policy or policies.
- 24.3 The Licensee must immediately notify the Minister in writing of the making of any claim under any policy of insurance and must provide the Minister with all information in relation to any such claim.

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24.4 The Licensee must ensure that any contractors engaged in connection with activities in the Licensed Area or otherwise in connection with this Licence have appropriate insurance and all copies of such insurance policies should be provided to the Minister as soon as is reasonable practicable.

25 NOTICES

- 25.1 Save where otherwise specified, any notice to be given on foot of this Licence may be given in writing sending same by prepaid post to the registered office of the Licensee for the time being or such other address as shall be notified to the Minister.
- 25.2 Any such written notice shall be deemed to have been given when posted at the expiration of three working days after the envelope containing the same and properly addressed was put in the post.

26 VARIATION

26.1 No amendment to this Licence shall be effective unless it is in the form of a supplemental indenture executed by the parties.

27 RELATIONSHIP OF THE PARTIES

- 27.1 Nothing in this Licence may be interpreted or construed as creating any landlord tenant relationship, any tenancy in or right to possession of or any right of easement over or in respect of the Property of the Minister, or any agency, association, joint venture or partnership between the Minister and the Licensee.
- 27.2 Except as is expressly provided for in this Licence, nothing in this Licence grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other party.

28 SEVERABILITY

- 28.1 If any provision of this Licence is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the relevant body of the European Union, that provision shall be severed and the remainder of this Licence shall remain in full force and effect.
- 28.2 The parties shall comply with this Licence as amended in accordance with this clause 28.

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- 29 GOVERNING LAW
- 29.1 The Licence shall be governed and construed in accordance with the laws of Ireland.
- 29.2 Subject to clause 20, the parties hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Ireland.

IN WITNESS whereof a person so authorised by the Minister under Section 15(1) of the Ministers and Secretaries Act 1924 has hereunto subscribed his name and the Licensee has hereunto affixed his seal the day and year first herein WRITTEN.

PRESENT WHEN THE OFFICIAL)
SEAL OF THE MINISTER FOR)
ENVIRONMENT, HERITAGE AND)
LOCAL GOVERNMENT)
WAS AFFIXED HERETO:-)

A person authorised
by Section 15(1) of
the Ministers and
Secretaries Act,
1924 to authenticate
the Seal of the said
Minister.

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PRESENT when the COMMON SEAL)
Of SHANNON LNG LIMITED was affixed)
hereto (in accordance with its)
Memorandum and Articles of Association)	•



Jaddy Newer

For and on behalf of Matsack Trust Limited

Secretary

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FIRST SCHEDULE

(THE LICENSED AREA)

ALL THAT AND THOSE the property comprising an L-shaped area of foreshore which adjoins the shoreline and extends to approximately 0.302 hectares (0.75 acres) as marked out on the map Ref FL002 Revision P3 attached hereto.

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SECOND SCHEDULE

(SPECIFIC CONDITIONS)

Prior to commencement of any works the Licensee shall:

- Arrange the publication of a local marine notice which shall give a general description of operations and approximate dates of commencement and completion.
- 2. Ensure a detailed construction method statement for the works on the foreshore, which demonstrates compliance with the relevant conditions of this Licence and the mitigation measures as set out in the EIS relating to construction, is submitted for approval by the Minister for the Environment Heritage and Local Government in advance of commencement of any works. While such approval shall not be unreasonably withheld or delayed the Minister reserves the right to withhold approval should the construction method statement not demonstrate such compliance. Within one month of its submission for approval the Minister shall either approve the construction method statement or inform the Licensee of the reasons why such approval is being withheld. The Ministers approval of any revised construction method statement shall not be unreasonably withheld or delayed. The Licensee shall consult with the Department on the content of the method statement in advance of submission to assist with the approval process.
 - 3. Ensure a survey of marine fish community composition and abundance in the overall marine aquatic footprint of the development is to be undertaken prior to commencement of any works in order to provide a baseline for further comparative examination(s). The fish sampling season and sampling methods and reporting of results shall be agreed with the Central Fisheries Board.
 - 4. Engage the services of a suitably qualified archaeologist to monitor all ground disturbance works associated with the construction in order to ensure the preservation of potential

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archaeological sites and features, it is recommended that the archaeologist be licensed under the National Monuments Acts, 1930-2004 and a detailed method statement accompany the licence application to the Department of Environment Heritage and Local Government.

- 5. Ensure that should archaeological material be found during the course of monitoring the archaeologist will have work on the site stopped and the Licensee shall be advised by the archaeologist and the Department of the Environment Heritage and Local Government with regards to any necessary mitigating action.
- Ensure that a suitably qualified underwater archaeologist with a dive survey licence be engaged should the need for a dive inspection be required.
- 7. Ensure that all conditions contained in the EIS are adhered to.

During the construction the Licensee shall:-

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- Ensure that no blasting is carried out on the foreshore at any time.
- Ensure that the operation of machinery on the foreshore is kept to a minimum.

On completion of the works the Licensee shall:-

- Provide "as constructed" drawings to the Department of the Environment Heritage and Local
 Government.
- 11. Ensure that the water quality of outfall is satisfactory to the Shannon Regional Fisheries Board.
- 12. Furnish the Department of Environment Heritage and Local Government with a report describing the details of archaeological monitoring.

Tras.

DATED THE 21 %

DAY OF December

2010

THE MINISTER FOR ENVIRONMENT, HERITAGE AND LOCAL GOVERNMENT

One part

-WITH-

SHANNON LNG LIMITED

(THE LICENSEE)

Second Part

FORESHORE LICENCE

DAVID J. O'HAGAN
CHIEF STATE SOLICITOR,
OSMOND HOUSE,
LITTLE SHIP STREET,
DUBLIN 8.
Ref:

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DATED 16 APRIL 2012

(1) THE MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT

(2) SHANNON LNG LIMITED

DEED OF VARIATION OF A FORESHORE LICENCE DATED 21 DECEMBER 2010

MATHESON ORMSBY PRENTICE

70 Sir John Rogerson's Quay Dublin 2 Ireland

> TEL + 353 1 232 2000 FAX + 353 1 232 3333

BETWEEN

- (1) THE MINISTER FOR THE ENVIRONMENT, COMMUNITY AND LOCAL GOVERNMENT, Government Buildings, Upper Merrion Street in the City of Dublin, (hereinafter called the "Minister" which expression shall include his successors in title and permitted assigns where the context so requires or admits); and
- (2) <u>SHANNON LNG LIMITED</u>, having its registered office at 70 Sir John Rogerson's Quay, Dublin 2 (hereinafter called the "Licensee" which expression shall include its successors and permitted assigns where the context so requires or admits).

WHEREAS:~

- 1. The Minister for Environment, Heritage and Local Government in exercise of the power conferred on him by section 3(1) of the Foreshore Act, as amended by Section 2 of the Foreshore (Amendment) Act, 1992, and further amended by the Foreshore and Dumping at Sea (Amendment) Act 2009, granted a Foreshore Licence (the "Licence") dated 21 December 2010 to the Licensee to enter onto, use and occupy the area described in Schedule 1 hereto for the provision of a drainage outfall pipe to discharge surface water, groundwater, treated process and foul water and used firewater from the proposed LNG terminal as referred to in Drawing Reference Numbers FL011 Revision P3; FL012 Revision P2; and FL013 Revision P5 for a term commencing on 9 December 2010 and expiring on 8 December 2045 subject to the terms and conditions set out in the Licence. This Deed is supplemental to the Licence.
- Pursuant to the Environment, Heritage and Local Government (Alternation of Name of Department and Title of Minister) Order 2011 (SI 193 of 2011) the title of the Minister for Environment, Heritage and Local Government was altered to become "Minister for the Environment, Community and Local Government".
- The Minister and the Licensee have now agreed certain amendments to the Licence, for the purpose of varying the terms of the Licence to the extent that the term of the Licence is extended to 99 years in the manner hereinafter appearing, in consideration of the Licensee paying additional monies, hereinafter specified, to the Minister.
- 4. Any capitalised terms not otherwise defined herein shall bear the same meanings as are ascribed to them in the Licence.

NOW THIS INDENTURE WITNESSETH that in consideration of the paid by the Licensee to the Minister (receipt of which is acknowledged) the following matters are agreed between the parties hereto:

1 TERM OF LICENCE

THAT Clause 4 (Term) of the Licence is hereby amended by the deletion therefrom of Sub-Clause 4.2 in its entirety and its substitution with the following text:

"4.2 Subject to Clause 12, this Licence shall remain in force for a period of 99 years from the Commencement Date."

2 GENERAL

- THAT save as amended herein, the terms of the Licence remain in full force and effect and are hereby ratified and confirmed by the parties.
- THAT for the avoidance of any doubt, the parties hereby acknowledge and agree that the variations to the Licence as set out in this Deed are binding on their respective successors and permitted assigns.

- 2.3 **THAT** this Deed may be executed by the different parties hereto on separate counterparts and, if so executed, will be as effective as if all executions on the counterparts were on a single part of this Deed.
- 2.4 THAT this Deed shall in all respects be governed by and construed in accordance with laws of Ireland.

IN WITNESS whereof this Deed has been duly executed on the date first written above.

PRESENT when the OFFICIAL
SEAL of THE MINISTER FOR
THE ENVIRONMENT, COMMUNITY
AND LOCAL GOVERNMENT
was affixed hereto and this Deed was
delivered:

Vitness' Signature

Pessonnel Custom Witness' Address A person authorised by Section 15(1) of the Ministers and Secretaries Act 1924 to authenticate the Seal of the said Minister

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PRESENT when the Common Seal of SHANNON LNG LIMITED was affixed hereto and this Deed was delivered:

Witness' Signature

Witness' Address

Director

Director/Secretary

For and on behalf of Matsack Trust Limited

Secretary

SCHEDULE 1

The Licensed Area

The Licensed Area, as described in the Licence as:

"ALL THAT AND THOSE the property comprising an L-shaped area of foreshore which adjoins the shoreline and extends to approximately 0.302 hectares (0.75 acres) as marked out on the map Ref FL002 Revision P3 attached hereto."

DATED 16 APRIL 2012

(1) THE MINISTER FOR THE ENVIRONMENT COMMUNITY AND LOCAL GOVERNMENT

(2) SHANNON LNG LIMITED

DEED OF VARIATION
OF A FORESHORE LICENCE DATED 21
DECEMBER 2010

MATHESON ORMSBY PRENTICE

Solicitors 70 Sir John Rogerson's Quay Dublin 2 Ireland

> TEL + 353 1 232 2000 FAX + 353 1 232 3333 24511375.4