



DATED 12<sup>th</sup> day of JUNE 2024

(1) John Joe Langan

("the Owner")

and

(2) Green Hydrogen Limited

("the Proposed Lessee")

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OPTION AGREEMENT  
in respect of  
LANDS AT LANDS AT BALLYCASTLE  
COUNTY MAYO

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Beauchamps Solicitors  
Riverside Two  
Sir John Rogerson's Quay  
Dublin 2

(GRE112/6)

THIS AGREEMENT is made on the 12<sup>th</sup> day of JUNE 2023/4

**BETWEEN**

- (1) John Joe Langan of Barnhill, Carrowmore, Lacken, Ballina, County Mayo (hereinafter called the "Owner" which expression shall, where the context so admits or requires include his executors, administrators and permitted assigns)

**AND**

- (2) Green Hydrogen Limited a company registered in Ireland (Company Number: 683983) having its registered office at 13 Ard Na Speire, Spiddal, Galway (hereinafter called the "Proposed Lessee" which expression shall, where the context so admits or requires include its successors and assigns)

**WHEREAS:-**

- (A) The Owner is the registered legal and beneficial owner of the property described in Schedule 1 (the "Property").
- (B) The Owner has agreed with the Proposed Lessee to grant to the Proposed Lessee the Option (as hereinafter defined) relating to the Property upon and subject to the terms and conditions hereinafter contained.

**NOW IT IS HEREBY AGREED AND DECLARED** by and between the parties hereof as follows:-

**1 Interpretation**

1.1 In this Agreement (including the Schedules) unless the context otherwise requires:-

"Access Roads" shall have the same meaning as in the Lease;

"Agreement" means this agreement between the Owner and the Proposed Lessee as of the date first appearing above.

"Anemometer Mast" means the anemometer mast or masts which may be constructed on the Property;

**"Electric Cables and Wires"** shall have the same meaning as in the Lease;

**"Electricity Sub-Station"** shall have the same meaning as in the Lease;

**"Electricity Sub-Station Site"**, means that part of the Property on which the Electricity Sub-Station shall be constructed;

**"Planning Application"** means any application made to a local authority or An Bord Pleanála in connection with the Proposed Development.

**"Proposed Development"** means the development of a wind farm on the Property and on adjacent lands.

**"Turbines"**, means the wind powered turbines to be constructed on the Property of such type, number, size, method of construction and in such location as the Proposed Lessee in its absolute discretion may from time to time decide.

## **11 Planning Application**

- 11.1 The Proposed Lessee intends to make a Planning Application for Proposed Development. The Owner hereby licenses the Proposed Lessee from the date hereof to enter onto the Property in connection with the preparation of the Planning Application/or submissions that may be or may become necessary to authorise and/or facilitate the Proposed Development and to carry out any investigations or works which may be required for the preparation of the said planning application and to carry out all necessary surveys and erect all requisite notices relating to the application. The Owner shall not object or procure any objection or join with any third party in objecting now or at any time in relation to any planning applications lodged by the Proposed Lessee or any associated person or entity in respect of the Property during the Option Period. In the event that the Proposed Lessee is granted Planning Permission the Proposed Lessee will pay to the Owner a further sum of
- 11.2 The Owner hereby further grants an irrevocable licence and right to the Proposed Lessee from the date hereof to enter onto the Property with such machinery and equipment as may be necessary and to erect on the Property an Anemometer Mast, subject to sub-clause 11.3 below, or any other apparatus/equipment for measuring wind-speed or other factors and to make holes and carry out such tests as it shall deem necessary to assess the suitability of the Property for the Proposed Development including, without prejudice to the generality of the foregoing, the laying and erecting of the Electric Cables and Wires and the construction of the Turbines, the Access Roads and the Electricity Sub-Station, the erection and maintenance of the Anemometer Mast, digging of trial pits, drilling of bore holes and x-raying the ground by sound emitters/detectors making good any damage to the surface of the Property caused thereby and any loss of turbary rights caused as a result thereof and suffered by the Owner or such third parties as are entitled to such rights and as are notified to the Proposed Lessee prior to the date hereof, as being entitled to such rights.
- 11.3 In the event that the Proposed Lessee erects an Anemometer Mast or wind monitoring

11.4 The Owner hereby further licences the Proposed Lessee from the date hereof to enter with or without vehicles on to the Property or upon any adjoining lands belonging to the Owner or any road or access way of any kind over which the Owner enjoys a right of way for the purpose of gaining entry to the Property or any part thereof, causing as little inconvenience as possible to the Owner and making good any damage to the surface of the Property thereby caused.

SIGNED AS A DEED and DELIVERED  
By JOHN JOE LANGAN  
in the presence of:-

John Joe Langan

Henry McLaughlin

Solicitor

Ballina

Co. Mayo

GIVEN UNDER the Common Seal of  
the Proposed Lessee and delivered as a deed

Michael Hynes

Shane Sweeney

