



Arklow Bank Wind Park Phase I Decommissioning

Planning Application Form Appendices

September 2026



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BARNES
Planning Environment Economics

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TABLE OF CONTENTS

Appendix 1 – Schedule of Documents.....	1
Appendix 2 – Lease, Land Rights and Associated Documentation	3
Appendix 2.1 – Foreshore Sub-Lease.....	4
Appendix 2.2 – Tripartite Agreement.....	5
Appendix 2.3 – Deed of Regularisation	6
Appendix 2.4 – Substation Lease	7
Appendix 2.5 – Switch House Lease	8
Appendix 2.6 – Letter of Consent	9
Appendix 3 – Public Notices.....	10
Appendix 3.1 Newspaper Notice published in Wicklow People dated 9th September 2026.....	11
Appendix 3.2 Newspaper Notice published in the Irish Daily Star dated 9th September 2026	12
Appendix 3.3 Copy of the Site Notice Erected on the 9th September 2026	13
Appendix 4 – Pre-Application Consultations.....	14
Appendix 5 – Prescribed Bodies Notifications.....	27
Appendix 5.1 Schedule of Prescribed Bodies Notified	28
Appendix 5.2 Sample Notice to Prescribed Bodies	29
Appendix 5.3 Copies of Letter to Prescribed Bodies	30
Appendix 6 – EIA Portal Acknowledgement.....	31

Appendix 1 – Schedule of Documents

Document / Drawing Number (if applicable)	Document / Drawing Title
Planning Documents	
	Planning Application Cover Letter to ACP
	Planning Application Form
	Planning Application Form Appendices (this document)
	Planning Report
	Planning Report Appendix – Statement of Consistency with the NMPF
	Stakeholder Consultation and Engagement Report
Planning Drawings	
	Planning Drawings Cover
26015-GDG-ZZ-XX-DR-C-0001	Locational Context Map
26015-GDG-ZZ-XX-DR-C-0002	Site Location Map
26015-GDG-ZZ-XX-DR-C-0003	ABWP Phase I Sub Lease Area Layout
26015-GDG-ZZ-XX-DR-C-0004	Typical Existing Turbine
26015-GDG-ZZ-XX-DR-C-0005	Turbine Foundation Decommissioning
26015-GDG-ZZ-XX-DR-C-0006	Offshore Export and Inter-Array Cable And Typical Cross Section
26015-GDG-ZZ-XX-DR-C-0007	Typical Existing Met Mast
26015-GDG-ZZ-XX-DR-C-0009	Intertidal Site Location Plan
26015-GDG-ZZ-XX-DR-C-0010	Existing Site Location Plan
26015-GDG-ZZ-XX-DR-C-0011	Existing Onshore Site Survey Plan
26015-GDG-ZZ-XX-DR-C-0012	Onshore Substation Building Plan and Elevations
26015-GDG-ZZ-XX-DR-C-0013	Existing Onshore Site Plan
26015-GDG-ZZ-XX-DR-C-0014	Reinstatement Work Plan
26015-GDG-ZZ-XX-DR-C-0015	Post Reinstatement Condition Plan
26015-GDG-ZZ-XX-DR-C-0016	Area Owned by Wicklow County Council
EIAR	
	Cover – Volume 1
	Volume 1 – Non-Technical Summary
Volume 2 – EIAR Main Report	
Chapter 1	Introduction
Chapter 2	Description of Alternatives

Document / Drawing Number (if applicable)	Document / Drawing Title
Chapter 3	Proposed Works Description
Chapter 4	Coastal Processes, Water and Sediment Quality
Chapter 5	Marine Biodiversity
Chapter 6	Commercial Fisheries and Aquaculture
Chapter 7	Shipping and Navigation
Chapter 8	Marine Archaeology
Chapter 9	Summary of Interactions of Effects
Chapter 10	Summary of Cumulative Effects
Chapter 11	Summary of Mitigation, Residual Effects and Monitoring
Volume 3 – EIAR Appendices	
	Cover – Volume 3 – Part 1
	Cover – Volume 3 – Part 2
Appendix 1.1	EIA Scoping Presentation
Appendix 1.2	Cumulative Screening
Appendix 1.3	Transboundary Screening
Appendix 1.4	Marine Strategy Framework Directive Assessment
Appendix 1.5	Ecosystem Services Assessment
Appendix 2.1	Comparative Assessment Report
Appendix 3.1	Outline Onshore Decommissioning Environmental Management Plan
Appendix 3.2	Outline Traffic Management Plan
Appendix 3.3	Outline Onshore Waste Management Plan
Appendix 3.4	Outline Offshore Decommissioning Environmental Management Plan
Appendix 3.5	Outline Vessel Management Plan
Appendix 3.6	Fisheries Management and Mitigation Strategy
Appendix 3.7	Outline Lighting and Marking Plan
Appendix 3.8	Outline Offshore Waste Management Plan
Appendix 4.1	Seabed Mobility Assessment
Appendix 4.2	Coastal Processes Modelling
Appendix 4.3	Scour Assessment
Appendix 4.4	Sediment Sampling Results
Appendix 4.5	Water Framework Directive Assessment
Appendix 5.1	Benthic Live Habitat Cable Survey and Observation Log
Appendix 5.2	Underwater Sound Modelling
Appendix 5.3	Marine Mammal Mitigation Protocol
Appendix 6.1	Commercial Fisheries Technical Report
Appendix 7.1	Navigational Risk Assessment
Appendix 8.1	Marine Archaeology Technical Report

Appendix 2 – Lease, Land Rights and Associated Documentation

Appendix 2.1 – Foreshore Sub-Lease

EXECUTION VERSION

SURE PARTNERS LIMITED

ARKLOW ENERGY LIMITED

FORESHORE SUB-LEASE

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION	6
2. GRANT OF LEASE	16
3. TERM.....	17
4. RENT, FEES AND ROYALTIES	17
5. PROPOSED GENERATING CAPACITY	18
6. COMMENCEMENT OF OPERATIONS.....	18
7. CONSTRUCTION OF WIND FARM	19
8. COMPLIANCE WITH APPLICABLE LAWS	19
9. SPECIFICATIONS.....	19
10. OPERATIONS IN CONNECTION WITH THIS LEASE.....	20
11. OTHER ACTIVITIES IN THE LEASEHOLD AREA	22
12. ENVIRONMENTAL IMPACT	22
13. RECORDS	23
14. MONITORING, REPORTING, INSPECTIONS AND INVESTIGATIONS.....	23
15. APPOINTMENT OF AUDITOR.....	28
16. PAYMENT.....	29
17. REPRESENTATIONS WARRANTIES AND COVENANTS	29
18. INDEMNITIES; LIMITATION OF LIABILITY AND COSTS	31
19. STEP IN RIGHTS OF SECURITY HOLDERS OR LESSOR	32
20. TERMINATION	33

21.	RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRY	35
22.	ASSIGNMENT AND CHANGE OF CONTROL	36
23.	LESSOR'S CONSENT.....	36
24.	FORCE MAJEURE	37
25.	CONFIDENTIALITY	38
26.	WRITTEN PUBLIC STATEMENTS	38
27.	DISPUTE RESOLUTION	39
28.	NOTICES	41
29.	WAIVER.....	42
30.	VARIATION	42
31.	RELATIONSHIP OF PARTIES	43
32.	COSTS AND EXPENSES.....	43
33.	FURTHER ASSURANCE	43
34.	SEVERABILITY	44
35.	SURVIVAL OF CLAUSES	44
36.	COUNTERPARTS	44
37.	GOVERNING LAW	44

SCHEDULES

Schedule 1 Leasehold Area

Schedule 2 The Specifications

Schedule 3 Up-Front Fees

Schedule 4 Special Conditions

Schedule 5 Form of Auditors Certificate

THIS SUB-LEASE is made the 20th day of June, 2003

PARTIES

- (1) **SURE PARTNERS LIMITED** having its registered office at 8\10 Rock Hill, Main Street, Blackrock, Co. Dublin (the **Lessor**) of the First Part ; and
- (2) **ARKLOW ENERGY LIMITED** having its registered office at Toughers Industrial Park, Unit 1C Newhall, Naas, Co. Kildare (the **Lessee**) of the Second Part.

INTRODUCTION

- A. On the 11th January 2002 the Minister for Communications, the Marine and Natural Resources (the **Minister**) and the Lessor, a 100% wholly owned subsidiary of Airtricity Holdings Limited, entered into a Foreshore Lease (**Head Lease**) to construct, locate and operate a 500Mw wind farm (the **Arklow Bank Wind Farm**) on the area known as the Arklow Banks (the **Head Leasehold Area**).
- B. The terms of the Head Lease permit the Lessor to sub-let part of the Head Leasehold Area subject to prior written consent of the Minister.
- C. The Lessee and Zeusford Limited (**Zeusford**), a 100% wholly owned subsidiary of Airtricity Holdings Limited have entered into a Co-Development and Implementation Agreement of even date hereof (the **Co-Development and Implementation Agreement**) whereby they have agreed to work together as co-developers of the first phase of the Arklow Bank Wind Farm comprising 7 Wind Turbines of type GE Wind 3.6s (having a combined Maximum Export Capacity of approximately 25.2Mw) to be installed on the Leasehold Area (as defined below).
- D. The Lessee is developing, designing, constructing, funding, owning and operating the Facilities (as defined below).
- E. The Lessor has agreed with the consent of the Minister to grant a sub-lease to the Lessee on the terms as set out in this Deed and the Lessor, the Lessee and the Minister have entered into an Agreement of even date herewith (the **Tripartite Agreement**) whereby the Minister has consented to the Sub-Lease on certain terms and conditions.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease, unless the context otherwise requires, the following words and expressions have the following meanings:

- (1) **1999 Act** means the *Electricity Regulation Act, 1999*;
- (2) **AER VI PPA** means a power purchase agreement entered into by the Lessee under the Alternative Energy Requirement;
- (3) **Alternative Energy Requirement** means a competitive scheme, initiated and administered by the Government of Ireland or any other competent authority for the support of electricity generating units utilising renewable non-fossil energy and to procure the purchase of electricity from such units by means of short or long term contractual arrangements;
- (4) **Affiliate** means in relation to a Party:
 - (a) any body corporate which is a Subsidiary of that Party;
 - (b) any body corporate of which that Party is a Subsidiary; or
 - (c) any body corporate which is a Subsidiary of another body of which that Party is also a Subsidiary;
- (5) **Arbitration** has the meaning set out in clause 27.7;
- (6) **Assignment** means any assignment, novation, transfer, sub-letting or any other legal or equitable parting with possession of any description, directly or indirectly or in whole or in part;
- (7) **Auditor** means any person appointed by the Lessee pursuant to clause 15 to provide an Auditor's Certificate;
- (8) **Auditor's Certificate** means a certificate in the form set out in Schedule 5 stating that the Auditor has inspected the records of the Lessee and has certified the Revenues of the Lessee;
- (9) **Authorisation to Construct a Generating Station** means an Authorisation to Construct or Reconstruct a Generating Station issued by the CER pursuant to section 16 of the 1999 Act;

- (10) **BNEP** means the Best New Entrant Price, published by the CER in respect of each year or, if the Best New Entrant Price ceases to be published, any other index or mechanism which the Minister deems appropriate for determining changes in electricity prices;
- (11) **Business Day** means a day that is not a Saturday, Sunday or a public or bank holiday in a place where an act is to be performed or a payment is to be made;
- (12) **CER** means the Commission for Energy Regulation established pursuant to section 8 of the 1999 Act;
- (13) **Certificates of Practical Completion** means the certificates that the Facilities have been completed in accordance with the Design Basis Document, as attached to the Co-Development and Implementation Agreement as Exhibit E, except in minor respects which do not materially affect the use of the Facilities for their intended purpose, such certificates to be provided by:
- (a) the main contractor engaged in relation to the construction and/or installation of such Facilities;
 - (b) where there is an engineer appointed by the Lessee in relation to the construction and/or installation of such facilities or performance of such works, the engineer.
- (14) **Change in Control** means any change in the Control of the Lessee;
- (15) **Claim** means any claim, demand, proceedings, liability, action, costs, changes and expenses (including legal expenses on an indemnity basis) made by any person who is not a Party to this Lease;
- (16) **Co-Development and Implementation Agreement** means the Agreement of even date herewith made between Zeusford, the Lessor and the Lessee.
- (17) **Confidential Information** means any information in whatever form:
- (a) in relation to a Party to this Lease or an Affiliate of a Party to this Lease;
 - (b) in relation to any employee, servant, agent, contractor or advisor of a Party to this Lease or an Affiliate of a Party to this Lease;
 - (c) in relation to the business, products, services, methods or work of a Party to this Lease or an Affiliate of a Party to this Lease,
 - (d) which is by its nature commercially sensitive and/or confidential;

- (e) which is designated by the Disclosing Party as Confidential Information at the time of disclosure to the Recipient; or
- (f) which the Recipient knows or ought reasonably to know is Confidential Information;

but does not include:

- (g) this Lease;
 - (h) information which is or becomes generally available to the public (other than by reason of a breach of this Lease);
 - (i) information which is known to the Recipient at the time of its disclosure; or
 - (j) information which is subsequently acquired by the Recipient from a third party on terms that permit it to be disclosed and/or used, provided that such third party is lawfully entitled to disclose the information on such terms;
- (18) **Connection Agreement** means any Generator Connection Agreement or Major User Connection Agreement entered into between ESB, or its successor in title, and the Lessor and assigned to the Lessee;
 - (19) **Consequential Loss** means in relation to a breach of this Lease any indirect or consequential loss (including loss of production, loss of revenue, loss of contract, loss of goodwill, liability under other agreements or liability to third parties) resulting from such breach and whether or not the Party committing the breach knows, or ought to have known, that such indirect or consequential loss would be likely to be suffered as a result of such breach and includes the payment or repayment of any amounts (or any acceleration thereof) to lenders or creditors of any Party from time to time;
 - (20) **Control** has the same meaning as in section 432 of the *Taxes Consolidation Act, 1997*;
 - (21) **Cure Notice** has the meaning set out in clause 19.1;
 - (22) **Default Rate** means the rate of interest payable on overdue income and corporation tax pursuant to section 1080 of the *Taxes Consolidation Act, 1997*;
 - (23) **Disclosing Party** means a person who discloses Confidential Information;
 - (24) **Dispute** means a difference or dispute of whatsoever nature arising between all or any of the Parties under or in connection with this Lease;

- (25) **Dispute Notice** has the meaning set out in clause 27.2;
- (26) **Dispute Resolution Procedure** means the procedure described in clause 27;
- (27) **Duchas** means the Heritage Service of the Department of Arts, Heritage, Gaeltacht and the Islands;
- (28) **Effective Date** has the meaning set out in clause 3;
- (29) **Encumber** means to grant or create or cause or permit to be granted or created any mortgage, lien, pledge, assignment by way of security, charge, hypothecation, security interest, title retention or any other security agreement or arrangement having the effect of conferring security, or other form of encumbrance;
- (30) **Environmental Laws** means to the extent applicable to the Facilities and/or the development thereof, any and all laws, directives, rules, statutes, orders, regulations (including EU Directives), ordinances, codes, decrees, requirements of any governmental authority and any and all common law requirements, rules and bases of liability regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of human health or the environmental, as now or may at any time hereafter have effect in Ireland;
- (31) **ESB** means the Electricity Supply Board established pursuant to Section 2 of the *Electricity (Supply) Act, 1927*, or such other body for the time being performing the functions of the transmission system operator pursuant to the *European Communities (Internal Market in Electricity) Regulations, 2000* SI 445 of 2000;
- (32) **Euro** means the single legal currency of participating member states of the European Union;
- (33) **Facilities** means 7 GE 3.6 Mw electricity generating wind turbines, including foundations and necessary associated works, and all cables associated with the windfarm, or any of them;
- (34) **Force Majeure** means an event or circumstance or 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 protesters;
 - (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 lightening, fire, landslide, accumulation of snow or ice, meteorites, volcanic eruption, earthquakes, tidal waves or other natural disasters;
- (e) the occurrence of radioactive or chemical contamination or ionising radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;
- (f) any strike or other industrial action (excluding any strike caused by or contributed to by the Lessee or any of its Affiliates);
- (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; or
- (h) the unavailability of essential monopoly infrastructure or services required to comply with obligations pursuant to this Lease, including access to electricity transmission or distribution systems, other than due to an act or omission of the Lessee,

provided that Force Majeure will not include:

- (i) lack of funds and/or inability of a Party to pay; or
 - (j) mechanical or electrical breakdown or failure of machinery, plant or other Facilities owned by any Party, other than as a result of the circumstances identified in clauses 1.1(34)(a) to 1.1(34)(h), above;
- (35) **Foreshore** has the same meaning as in section 1 of the Foreshore Act;
 - (36) **Foreshore Act** means the *Foreshore Act, 1933*;
 - (37) **Foreshore Lease** means a lease granted by the Minister pursuant to section 2(1) of the Foreshore Act;
 - (38) **Good Industry Practice** means conducting activities in a proper and workmanlike manner in accordance with applicable international standards, methods and customarily used practices, with that degree of diligence and prudence reasonably and ordinarily exercised by skilled and experienced operators engaged in a similar activity under similar circumstances and conditions;

- (39) **Head Lease** means the Foreshore Lease dated the 11th January 2002 and made between the Minister and the Lessor.
- (40) **IAA** means the Irish Aviation Authority established pursuant to Section 11 of the *Irish Aviation Authority Act, 1993*;
- (41) **IMO** means the International Maritime Organisation established pursuant to the Intergovernmental Maritime Consultative Organisation Convention 1948, which was subsequently amended to become the International Maritime Organisation Convention 1982;
- (42) **Insolvency Event** means in respect of the Lessee or the Lessor, as the case may be:
- (a) the Lessee or the Lessor is unable to pay its debts within the meaning of section 214 of the *Companies Acts 1963 to 1999* or any analogous legislation or any indebtedness of the Lessee or Lessor is not paid when due (save for normal trade debts or any debts which are disputed in good faith), any indebtedness of the Lessee or Lessor is declared to be or otherwise becomes due and payable prior to its specified maturity or any creditor or creditors of the Lessee or Lessor become entitled to declare any indebtedness of the Lessee or Lessor due and payable prior to its specified maturity;
 - (b) the Lessee or Lessor commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness (except in the course of a solvent amalgamation or reconstruction), or with a view to agreeing a moratorium on its indebtedness or makes a general assignment for the benefit of or a composition with its creditors;
 - (c) the Lessee or Lessor takes any corporate action or other steps are taken or legal proceedings are started for its winding-up, protection by the court, dissolution, administration or re-organisation or for the appointment of a liquidator, receiver, examiner, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues or assets;
 - (d) a distress, execution or other legal process, which is not being defended or appealed, in respect of a claim of €200,000 or more is levied, enforced or sued out upon or against any substantial part of the property or assets of the Lessee or Lessor;
 - (e) a person exercises its rights under an Encumbrance to take possession of

the whole or any part of the undertaking, property or assets of the Lessee or Lessor;

- (f) the Lessee or Lessor stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on or changes its business or a substantial part of its business;
 - (g) any judgement or order in an amount equal to or in excess of €50,000 is made or awarded against the Lessee or Lessor and is not wholly stayed or complied with within 21 Business Days; or
 - (h) the consolidated financial statements of the Lessee or Lessor for any period contain a qualification that such statements do not reflect the financial position of the Lessee or Lessor;
- (43) **Installed Capacity** means 25.2 MW;;
 - (44) **Law** means any Act of the Oireachtas, regulation, statutory instrument, European Community or other international obligation, direction of a regulatory or other competent authority, condition of any consent, authorisation, 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;
 - (45) **Lease** means this Deed, including any Schedule, Attachment or Appendix to it;
 - (46) **Leasehold Area** means the area defined in Schedule 1;
 - (47) **Licence to Generate Electricity** means a licence of that name issued by the CER pursuant to section 14(1)(a) of the 1999 Act;
 - (48) **Licence to Supply Electricity** means a licence of that name issued by the CER pursuant to section 14(1)(b) of the 1999 Act;
 - (49) **Longstop Date** means 31 December 2009;
 - (50) **Maximum Export Capacity** means the maximum permissible amount of electricity to be exported onto the distribution system, expressed in MW, as set out in a connection offer from ESB or Connection Agreement, as the case may be;
 - (51) **Month** means a calendar month;
 - (52) **MW** means one or more megawatts of electrical power, as the context requires;
 - (53) **NHA** means an area which is designated as a national heritage area pursuant to section 18 of the *Wildlife (Amendment) Act, 2000*, or an area which is proposed to

be designated as such;

- (54) **Operational Certificate** means the notice issued by ESB specifying the "Operational Date" pursuant to the Connection Agreement;
- (55) **Operational Date** means in respect of the Facilities, the date on which the Lessee has provided the Lessor with both:
 - (i) a copy of all relevant Certificates of Practical Completion in respect of such Facilities; and
 - (ii) a copy of the Operational Certificate(s) in respect of such Facilities;
- (56) **Owner** means GE Arklow Energy C.V., a 100% Affiliate of General Electric Co., acting through its sole general partner GE Wind, Inc.;
- (57) **Party** means a Party to this Lease;
- (58) **Phase** means the construction, installation and testing of the Facilities;
- (59) **Proposed Generating Capacity** means a total generating capacity for the Phase of approximately 25.2Mw;
- (60) **Recipient** means a person who receives Confidential Information from a Disclosing Party;
- (61) **Rent** means the sum of €250 per annum;
- (62) **Representations and Warranties** means the representations and warranties made by the Lessor pursuant to clause 17.1 and the representations and warranties given by the Lessee pursuant to clause 17.3, as the case may be;
- (63) **Revenues** means all revenues associated with operations in the Leasehold Area pursuant to this Lease, including revenues derived from generation of electricity, green credits or advertising (but excluding Value Added Tax). For the avoidance of doubt, in addition to revenues earned by the Lessee, Revenues earned by any Sub-Lessee or any other person entitled to derive revenues from the operation of the Facilities in the Leasehold Area shall be taken into account in calculating revenues associated with operations in the Leasehold Area;
- (64) **Royalties** means the amounts which are payable to the Minister by the Lessee pursuant to clause 4.2, calculated in accordance with clause 4.4;
- (65) **SAC** means an area which is designated as a special area of conservation by regulation made pursuant to Section 3(1) of the *European Communities Act, 1972*

and Article 3 of Council Directive 92/43/EEC (as amended by 97/62/EC) of 12 May 1992 on the Conservation of Natural Habitats and of Wild Fauna and Flora, or an area which is proposed to be designated as such;

- (66) **SPA** means an area which is designated as a special protection area by regulation made pursuant to Section 3(1) of the *European Communities Act, 1972* and Article 4 of Council Directive 79/409/EEC of 2 April 1979 on the Conservation of Wild Birds, or an area which is proposed to be designated as such;
- (67) **Sea Level** means the level of high water of medium or ordinary tides in dead calm seas at the location of the wind turbine or where the area is not tidal, the level experienced in dead calm seas;
- (68) **Security Holder** means any beneficiary (including any trustee or agent on behalf of such beneficiary), of whom the Lessor has notice, of any Encumbrance granted by the Lessee over this Lease, any Facilities or any contracts pursuant to which revenues are generated in connection with activities pursuant to this Lease;
- (69) **Special Conditions** means the terms and conditions set out in Schedule 4;
- (70) **Special Force Majeure Event** means:
 - (a) the Lessee (or its Affiliates) is unable to undertake any construction and/or installation works in the Leasehold Area for a total of 60 days during the Weather Window in any calendar year due to adverse weather conditions at sea as measured by the Now Casting software package for online sea condition prediction or such other method reasonably determined by the Lessor from time to time; or
 - (b) the Lessee is unable to secure a connection offer from ESB in sufficient time to enable the Lessee to complete the construction and/or installation of the Facilities in any calendar year,

provided that a Special Force Majeure Event will not be deemed to have occurred if the Minister, pursuant to the Head Lease reasonably determines that:

- (c) the Lessee has not used all reasonable efforts to complete the construction and/or installation of the Facilities scheduled for completion in that calendar year in the time available; or
- (d) the Lessee has not used all reasonable efforts to secure a connection offer in sufficient time that the Lessee could reasonably complete the construction and/or installation of the Facilities in that year;

- (71) **Specifications** means the specifications for the design and construction of the Facilities set out in Schedule 2, as amended from time to time by agreement between the Parties;
- (72) **Subsidiary** has the same meaning as in section 155 of the *Companies Act 1963*;
- (73) **Term** has the meaning set out in clause 3.2;
- (74) **Transaction Documents** has the meaning set out in the Co-Development and Implementation Agreement;
- (75) **Up-front Fees** means the amounts which are payable to the Minister by the Lessee pursuant to clause 4.2.
- (76) **Value Added Tax** means tax chargeable by virtue of the *Value Added Tax Act, 1972*;
- (77) **Weather Window** means, in respect of any calendar year, the period from 1 April to 30 September in that year, together with any other period in that year during which the Lessee undertakes or is able to undertake works associated with the construction or installation of the Facilities in the Leasehold Area; and
- (78) **Year** means each 12 month period commencing on the Effective Date, or any anniversary of the Effective Date, and terminating on the following anniversary of the Effective Date.

1.2 In this Lease, unless the context otherwise requires:

- (1) other grammatical forms of defined terms will have a corresponding meaning;
- (2) the table of contents and headings are for convenience only and do not affect interpretation;
- (3) words importing persons or Parties include any individual, body corporate, firm, corporation, joint venture, trust, unincorporated association, organisation or partnership and any other entity, in each case whether or not having a separate legal personality, and all references to persons includes their legal successors and permitted assignees;
- (4) all monetary amounts are in Euro, unless otherwise specified;
- (5) including and similar words are not words of limitation; and
- (6) a reference:

- (a) to a gender includes a reference to each other gender;
- (b) to the singular includes a reference to the plural and vice versa;
- (c) to legislation, regulations, directives, orders, directions, instruments, codes or other enactments includes any orders or regulations made pursuant to such legislation or other enactments and includes all amendments, modifications and replacements to such legislation, regulations, directives, orders, directions, instruments, codes or other enactments;
- (d) in this Lease to a Party, Schedule, Attachment or Appendix is a reference to a Party, Schedule, Attachment or Appendix to this Lease;
- (e) in this Lease to a clause, is a reference to a clause in this Lease (excluding the Schedules); and
- (f) in a Schedule to this Lease to a section, is reference to a section in that Schedule.

2. GRANT OF LEASE

2.1 The Lessor hereby demises the Leasehold Area to the Lessee **TO HOLD** unto the Lessee for the Term subject to the terms and conditions set out in this Deed, yielding and paying annually in each and every year the Rent and Royalties in the manner hereafter set forth for the purposes of:

- (1) constructing, installing or locating the Facilities;
- (2) operating the Facilities as a wind farm to generate electricity;
- (3) maintaining, inspecting, testing, commissioning, repairing or decommissioning or replacing all or any of the Facilities; and
- (4) carrying out works which are necessary or incidental to the activities described in clauses 2.1(1) to 2.1(3).

2.2 The Lessee must not use the Leasehold Area for any purpose other than the purposes described in clause 2.1.

2.3 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.

2.4 The Lessee shall reimburse the Lessor for any Value Added Tax properly chargeable by the

Lessor on the creation of the Lease and which is fully recoverable by the Lessee (excluding any applicable interest and penalties).

3. TERM

- 3.1 This Lease will commence on the date of execution (**Effective Date**).
- 3.2 Subject to the provisions of clause 24, this Lease will remain in force for a period of 30 years (**Term**).

4. RENT, FEES AND ROYALTIES

- 4.1 The Rent shall be paid to the Lessor by the Lessee annually in arrear on the 1st day of June in each year.
- 4.2 In consideration of the grant of this Lease, and to the extent only that the Lessor is liable to the Minister for same under the terms of the Head Lease, the Lessee must pay to the Minister Royalties in accordance with clauses 4.3 and 4.4, and Up-front Fees in the amounts and at the times specified in Schedule 3 (such amounts to be adjusted from the Effective Date in accordance with changes in BNEP).
- 4.3 The Lessee must pay Royalties to the Minister annually in arrears during the Term in respect of each Year of this Lease, such payment to be made no later than the date which is 3 calendar months after the end of each Year.
- 4.4 The Royalties which are payable by the Lessee to the Minister are:
- (1) until the date which is 5 years after the Operational Date the lesser of:
 - (a) €3,800 per MW of total Installed Capacity; and
 - (b) 2.5% of Revenue; or
 - (2) For each Year subsequent to the date which is 5 years after the Operational Date, the greater of:
 - (a) €3,800 (adjusted from the Effective Date in accordance with changes in BNEP) per MW of Installed Capacity; and
 - (b) 2.5% of Revenue.

5. PROPOSED GENERATING CAPACITY

- 5.1 Unless the prior written consent of the Lessor is obtained, the Lessee must use all reasonable endeavours to ensure that the Maximum Export Capacity specified in the connection offer from ESB is no less than the Proposed Generating Capacity.
- 5.2 The Lessee must ensure that the Installed Capacity of the Phase is not less than the Proposed Generating Capacity provided that the Lessee will be deemed not to be in breach of this clause 5.2 if the Installed Capacity is no more than 5% less than the Proposed Generating Capacity.

6. COMMENCEMENT OF OPERATIONS

- 6.1 The Lessee must not commence any works, activities or operations in the Leasehold Area, including any works, activities or operations associated with the construction and/or installation of the Phase, without the prior written consent of the Lessor.
- 6.2 The Lessor is not obliged to grant consent pursuant to clause 6.1 unless and until:
- (1) the Lessee has provided to the Lessor any Connection Agreement and any amendment to any Connection Agreement in accordance with clause 14.3(4)(d);
 - (2) the Lessee has appointed an Auditor in accordance with clause 15; and
 - (3) the Lessee has prepared and provided to the Lessor an outline plan for the decommissioning of any partially constructed Facilities and rehabilitation of the Leasehold Area in the event that construction and/or installation of the Phase is commenced but not completed.
- 6.3 If at any stage during the currency of this Lease, the Lessee ceases to comply with the conditions set out in clause 6.2:
- (1) the Lessee must immediately notify the Lessor ; and
 - (2) at the request of the Lessor, acting on the instructions of the Minister the Lessee shall cease the relevant works, activities or operations until the consent of the Minister is obtained to the Lessee continuing such works, activities or operations.
- 6.4 The Lessee must endeavour to satisfy it's obligations pursuant to clause 6.2 as soon as is reasonably practicable after the Effective Date.

7. CONSTRUCTION OF WIND FARM

- 7.1 Subject to clause 7.2, the Lessee must achieve the Operational Date in respect of the Facilities prior to the Longstop Date.
- 7.2 If the Lessee fails to achieve the Operational Date in respect of the Facilities prior to the Longstop Date, the Lessor will (subject to the approval of the Minister pursuant to the Head Lease), on application by the Lessee, extend the Longstop Date for such period as the Minister sees fit (pursuant to the Head Lease) and subject to such conditions, including monetary conditions, as the Minister may require (pursuant to the Head Lease).

8. COMPLIANCE WITH APPLICABLE LAWS

- 8.1 The Lessee must at all times comply with all applicable Laws.
- 8.2 Without prejudice to the generality of clause 8.1, the Lessor must procure in the name of the Lessee and at all times maintain all necessary licences, consents, permissions, permits or authorisations associated with any activities of the Lessee in connection with the Leasehold Area.
- 8.3 Without prejudice to the generality of clause 8.1, the Lessee must:
- (1) have consulted with the Development Applications Unit of Dúchas and must comply with all requirements of Dúchas, made in exercise of its statutory functions, in relation to activities in the Leasehold Area or otherwise in connection with this Lease; and
 - (2) comply with all directions of the IAA given from time to time in relation to the marking and lighting of any Facilities in the Leasehold Area.
- 8.4 The Lessor shall facilitate and provide all reasonable assistance in connection with the Lessor's obligations under clause 8.3(1) and (2) and to the extent applicable to the construction and operation of the Facilities by the Lessee shall comply with the requirements and directives of Dúchas and the IAA.

9. SPECIFICATIONS

- 9.1 Unless the prior written approval of the Lessor is obtained, the Lessee must ensure that:
- (1) all Facilities are constructed and/or installed in accordance with the Specifications and such Facilities at all times comply with the Specifications which were 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 Specifications.

9.2 The Specifications may be amended from time to time:

- (1) by agreement between the Lessee and the Lessor, acting on the instruction of the Minister; or
- (2) by the Lessor if it has received a notice in writing from the Minister pursuant to the terms of the Head Lease to do so for reasons of public safety, protection of the environment or consistency with Good Industry Practice.

9.3 If after the expiration of 2 years of continuous operation of the Facilities following the Operational Date, a turbine ceases to be operational for a continuous period of 90 days or for a total period of 180 days in any 365 day period the Lessor may, on the instruction of the Minister;

- (1) require that the turbine be replaced;
- (2) require that the turbine be removed; or
- (3) require that the turbine be removed, together with its foundations and associated equipment

Provided that if the Lessee is at any time unable to repair or replace a turbine, as the circumstances require, as a result of an event of Force Majeure, such periods of Force Majeure will not be counted for the purposes of determining whether a turbine ceases to be operational for a continuous period of 90 days or for a total period of 180 days in any 365 day period.

10. OPERATIONS IN CONNECTION WITH THIS LEASE

10.1 Without prejudice to any other rights and obligations under this Lease or at Law, in exercising any rights or performing any obligations in connection with this Lease, the Lessee must:

- (1) comply with the Special Conditions set out in Schedule 4;
- (2) ensure that all Facilities or other works or structures in the Leasehold Area are maintained in a good and proper state of repair and condition, which ensures that they will not constitute a public health hazard or danger to persons, animals, marine life or the environment;
- (3) not decommission any Facility other than with the prior written consent of the Minister and in accordance with the terms of the Tripartite Agreement;

- (4) subject to clause 22, not Encumber this Lease, any Facility or any contracts pursuant to which revenues are generated in connection with activities pursuant to this Lease without the prior written consent of the Lessee;
- (5) maintain appropriate resources to ensure the proper exercise of all rights and the performance of all obligations in connection with this Lease, including:
 - (a) ensuring that all necessary competent persons are engaged to carry out any works, activities or operations pursuant to this Lease; and
 - (b) using suitable machinery and equipment which is in good repair and condition and maintained to proper safety standards;
- (6) use all reasonable endeavours to minimise 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 Lessor;
- (7) not undertake any works, activities or operations, other than navigation, outside the Leasehold Area without the prior written consent of the Lessor and, where appropriate, any occupiers of such sea bed;
- (8) not, without the prior written consent of the Lessor, carry out any works, activities or operations which are injurious to or interfere unreasonably with fishing, navigation, adjacent lands, approved scientific research or the public interest; and
- (9) 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.

10.2 Without prejudice to any other remedy under this Lease or at Law, if the Lessee is in breach of any obligation pursuant to clause 10.1, the Lessee may, if notified in writing by the Minister, require that the Lessee rectify such breach, within such reasonable time period as is specified by the Minister to the Lessor in such notice.

10.3 The Lessee must comply with any direction under clause 10.2 within the time specified in the notice.

10.4 If the Minister has notified the Lessor that he or she is of the view that the capability of the Lessee to discharge fully its obligations under this Lease is materially impaired by reason of a change in the managerial, technical or financial competence of the Lessee, the Lessor may notify the Lessee in writing, following which:

- (1) the Lessee must take reasonable steps to address the concerns set out in the notice within 30 days of receipt of such notice; and

- (2) such concerns must be remedied by the Lessee within a reasonable time following the receipt of such notice (such reasonable time to be determined having regard to the nature of the concerns).

10.5 The Lessor will use reasonable endeavours to procure that:

- (1) cables in the Leasehold Area are protected; and
- (2) no construction on the Foreshore will impede the effective operation of the Facilities in the Leasehold Area.

11. OTHER ACTIVITIES IN THE LEASEHOLD AREA

11.1 This Lease does not preclude and the Lessee will not have the right to interfere with:

- (1) the laying of pipelines or cables of any kind by a person in, on or above the Leasehold Area, provided that this has been approved by the Minister subject to the terms of the Head Lease;
- (2) fishing in the Leasehold Area provided that such fishing will not endanger or create unreasonable inconvenience to works, activities or operations under this Lease;
- (3) exploration for and development of natural resources of any kind, provided that:
 - (a) such activities do not endanger or create unreasonable inconvenience to works, activities or operations under this Lease;
 - (b) the prior written consent of the Lessor is obtained; and
 - (c) such persons give the Lessee not less than 90 days notice of their intention to engage in such activities;
- (4) the carrying out of approved scientific research, subject to Minister consent pursuant to the Head Lease; or
- (5) the exercise of any other rights or the undertaking of any other activities permitted by Law.

12. ENVIRONMENTAL IMPACT

12.1 The Lessee must:

- (1) install infra-red cameras in the Leasehold Area to monitor bird collisions with the Facilities, in such numbers and at such locations as are agreed with the Lessor

and to maintain an archive of data from such cameras for a period of 30 days and make such data available to the Lessor upon request; and

- (2) report any major impact on bird life, whether adverse or beneficial, to the Lessor and BirdWatch Ireland as soon as is reasonably practicable.

13. RECORDS

13.1 The Lessee must at all times ensure that:

- (1) books of account, records and vouchers are kept in accordance with normal accounting procedures and in accordance with Section 202 of the *Companies Act, 1990*;
- (2) separate books of account, records and vouchers are kept in accordance with normal accounting procedures and in accordance with Section 202 of the *Companies Act, 1990*, in relation to the Revenues;
- (3) true and correct plans and sections are maintained of the Leasehold Area, showing all Facilities and other workings, drawn to a scale of not less than 1:2,500; and
- (4) all electricity generated in connection with this Lease is properly metered and appropriate records are kept of:
 - (a) quantities of electricity generated in the Leasehold Area;
 - (b) quantities of electricity sold from the Leasehold Area;
 - (c) the prices at and terms on which such electricity is sold;
 - (d) the persons to whom such electricity is sold; and
 - (e) the dates on which such electricity is sold.

13.2 The Lessee must keep all records referred to in clause 13.1 at the premises of the Lessee located at its registered office or such other location approved in writing by the Lessor from time to time.

14. MONITORING, REPORTING, INSPECTIONS AND INVESTIGATIONS

14.1 The Lessee must undertake the following monitoring operations in the Leasehold Area:

- (1) an ongoing monitoring programme in respect of the integrity both of the windfarm

structure and of the seabed at foundation level, such monitoring to take place every six months during the first 2 years following the Operational Date and annually thereafter, unless the prior written consent of the Lessor is obtained. The results of such monitoring must be communicated to the Lessor as soon as is reasonably practicable after it is available, but in any event within 20 Business Days;

- (2) the foundations of each turbine must be monitored for scour every six months during the first 2 years following the Operational Date in respect of each turbine and annually thereafter, unless the prior written consent of the Lessor is obtained. The results of such monitoring must be communicated to the Lessor as soon as is reasonably practicable after it is available, but in any event within 20 Business Days;
- (3) during the construction of the Phase and for a period of five years following completion of the Phase, birdlife in the Leasehold Area must be monitored in accordance with best international standards. Copies of reports must be sent to BirdWatch Ireland, Dúchas and the Lessor on a quarterly basis;
- (4) sites containing vulnerable species or species of interest (e.g. *Sabellaria* sp.) must be monitored on an ongoing basis during the pre-construction, construction and operational phases of development of the wind farm and the results of such monitoring should be provided to the Lessor on an annual basis;
- (5) a selection of sites at key locations in the Leasehold Area, agreed from time to time with the Lessor, must be monitored on an ongoing basis during the pre-construction, construction and operational phases of development of the wind farm to detect any change in habitat or species composition and the results of such monitoring should be provided to the Lessor on an annual basis; and
- (6) the establishment and succession of the benthic communities on or adjacent to turbine foundations should be monitored on a regular basis and reports on the results of such monitoring must be provided to the Lessor annually for the first 5 years following the Operational Date.

14.2 Should results of the monitoring referred to in clause 14.1 be such as to cause concern, the Lessor may, on the instructions of the Minister, require that such monitoring be continued or recommenced for such period or periods as he or she deems necessary.

14.3 The Lessee must :

- (1) as soon as is reasonably practicable, but in any event within 10 Business Days after becoming aware that it will or may be affected by a Special Force Majeure

Event, notify the Lessor identifying the nature of the Special Force Majeure Event and details of its implications for the construction and/or installation of the Phase and provide such updates or additional information in relation to the potential or actual Special Force Majeure Event as the Lessor may reasonably require from time to time;

- (2) provide to the Lessor as soon as is reasonably practicable, but in any event within 6 months after the end of each financial year, the audited statutory accounts in respect of the Lessee and must notify the Lessor of any intention to alter the financial year of the Lessee;
- (3) provide an Auditor's Certificate to the Lessor no later than 3 calendar months after the end of each Year;
- (4) as soon as is reasonably practicable, but in any event no longer than three calendar months, following receipt by the Lessee, provide the Lessor with copies of the following documents or (where applicable) any amendments or variations to such documents:
 - (a) any Certificates of Practical Completion in respect of the Facilities;
 - (b) as built drawings in respect of any Facilities;
 - (c) any Operational Certificates;
 - (d) any Connection Agreement; and
 - (e) any contract with any person which may result in the generation of Revenues including power purchase agreements, agreements for the purchase of green credits or advertising agreements.
- (5) provide to the Lessor immediately upon termination of this Lease or otherwise within 20 Business Days after receipt of a request from the Minister:
 - (a) copies of any records of the Lessee referred to in clause 13.1 other than clause 13.1(4)(e) which are requested by the Lessor
 - (b) such other information as the Lessor may at any time require in relation to this Lease or any works, activities or operations conducted in connection with this Lease; and
 - (c) such information required by the Lessor as to the progress and future plans of the Lessee in its works activities and operations in connection with this Lease;

- (6) immediately notify the Lessor of any actual or anticipated breach of this Lease;
- (7) as soon as is reasonably practicable, notify the Lessor of the making of any Claim arising out of the exercise or purported exercise of the rights granted to the Lessee by this Lease and must furnish to the Lessor all information which the Minister may from time to time require in relation to any such Claim;
- (8) notify the Lessor in writing within 5 Business Days of receipt of any notice from any competent authority of non-compliance with any consent, permission, permit, licence or authorisation, which is in any way connected with works, activities or operations pursuant to this Lease;
- (9) notify the Lessor in writing within 15 Business Days of any transfer or series of transfers which result in the transfer of more than 45% of the shares in the Lessee;
- (10) provide to Met Eireann, subject to such terms as may be agreed between the Lessee and Met Eireann, (but as a minimum subject to Met Eireann using the information only for general forecasting purposes and reserving the release of specific information received on foot of this Lease to such occasions as may be required by court order or to assist in any official enquiry which may be held into any accident or occurrence which resulted in loss of life or threatened loss of life) all information obtained relating to wind, wave and weather conditions within the Leasehold Area. The Lessee may recover from the Lessor any expenses incurred solely as a result of the Lessee complying with this clause 14.3(10);
- (11) report to the Lessor annually on the impacts of the marine environment on the foundations including, but not limited to, development of or alteration to eco-systems, weathering and corrosion; and
- (12) report bird mortality to the Lessor, Duchas and BirdWatch Ireland which is caused by or reasonably suspected to be caused by the construction and/or operation of the wind farm, providing (where available) numbers, species and details of any contributory factors or other possible causes.

14.4 The Lessor must:

- (1) as soon as is reasonably practicable, but in any event no longer than three calendar months, following receipt by the Lessor, provide the Lessee with copies of the following documents or (where applicable) any amendments or variations to such documents:
 - (a) any Authorisations to Construct a Generating Station in the Leasehold Area;

- (b) any Licences to Generate Electricity;
 - (c) any Licences to Supply Electricity; and
 - (d) any other licences, consents, permissions, permits or authorisations associated with any activities of the Lessee or the Lessor in connection with the Leasehold Area; and
- (2) immediately notify the Lessee of any actual or anticipated breach of this Lease or the Head Lease.

14.5 The Lessor may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Lease as requested by the Minister and shall be entitled to comment on and query the construction of the Facility in so far as it deviates from the Design Basis Document provided that under no circumstances shall any interference, supervision or obstruction of the Lessee's construction activities in respect of the Facilities, or contravention of the site health and safety requirements/procedures of the Lessee or the EPC contractor, by the Lessor or its representatives be permitted.

14.6 Subject to the proviso in clause 14.5, the Lessee must 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 14.5 and to this end the Lessee must, subject to safety requirements prescribed by Law or otherwise agreed between the Parties:

- (1) permit and facilitate any person or persons authorised by the Lessor to enter onto and remain in the Leasehold Area;
- (2) permit and facilitate any person or persons authorised by the Lessor to inspect the Leasehold Area and any Facilities and other equipment of things located in the Leasehold Area;
- (3) permit and facilitate any person or persons authorised by the Lessor to inspect electricity metering equipment and ensure the correct metering of the electricity; and
- (4) permit and facilitate any person or persons authorised by the Lessor to inspect and copy, at the Lessor's expense, any records of the Lessee referred to in clause 13.1, or any other books of account, records, returns, data, maps, plans, samples, reports or other information in the possession or control of the Lessee which is required by the Lessor, on the reasonable instruction of the Minister and which is in any way concerned with works, activities or operations pursuant this Lease.

14.7 Information provided to the Lessor, or to which access is granted, pursuant to clauses 14.1,

14.3 and 14.6 must be:

- (1) to the best of the Lessee's knowledge, complete, accurate and not misleading in any material particular;
- (2) provided within time limits specified in this Lease or by the Lessor, or if no time limit is specified, within a reasonable time; and
- (3) other than information which is provided pursuant to clause 14.3(10) provided at the cost of the Lessee.

14.8 The Lessee acknowledges and agrees 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 from any such obligations; and
- (2) does not amount to an acknowledgement by the Lessor, or any officer, servant or agent of the Lessor, that the Lessee has complied with this Lease, Good Industry Practice or Law in relation to any matters to which the investigation, inspection or enquiry relates.

15. APPOINTMENT OF AUDITOR

- 15.1 On or as soon as practicable after the Effective Date, the Lessee must notify the Lessor of the identity of the Auditor.
- 15.2 As soon as practicable after receipt of notification of the identity of the Auditor pursuant to clause 15.1 or 15.3, the Lessor must notify the Lessee whether or not the Auditor is acceptable to the Lessor.
- 15.3 Subject to clause 15.5, if the Lessor notifies the Lessee pursuant to clause 15.2 that the Auditor notified by the Lessee is not acceptable to the Lessor, the Lessee must, as soon as is reasonably practicable, notify the Lessor of an alternative Auditor.
- 15.4 The Auditor must at all times be acceptable to the Lessor and the Lessee must not appoint a new Auditor without the prior written approval of the Lessor.
- 15.5 In the event of any Dispute between the Lessor and the Lessee as to the appointment of an Auditor, the matter will be referred to the President for the time being of the Institute of Chartered Accountants in Ireland whose decision will be binding.
- 15.6 For the avoidance of doubt, the President of the Institute of Chartered Accountants in Ireland

may decide that an Auditor other than one proposed by the Lessor or the Lessee be appointed.

16. PAYMENT

16.1 All payments by the Lessee in connection with this Lease:

- (1) must be made by cheque, bank draft, electronic transfer or money order, delivered on or before the due date for payment, to (with respect to Upfront Fees and Royalties) the Ministers address for service or bank account or such other address notified to the Lessee by the Lessor, at the direction of the Minister in writing and to (with respect to Rent) the Lessor's address for service or bank account or such other address notified to the Lessee by the Lessor ; and
- (2) (except to the extent advised by the Lessor as agreed in advance by the Lessor or the Minister, as the case may be, or as otherwise required by Law) must be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.

16.2 If any sum paid by the Lessee to the Lessor or the Minister is subsequently determined not to have been due and payable, the Lessor will refund the amount to the Lessee, free of interest, deductions or withholdings, as soon as is reasonably practicable after such determination is made.

17. REPRESENTATIONS WARRANTIES AND COVENANTS

17.1 The Lessor represents and warrants to the Lessee that:

- (1) it is duly incorporated and organised under the laws of its place of incorporation;
- (2) it has corporate capacity and authorisation (internal and external) to enter into and grant this Lease;
- (3) the representative signing this Lease on behalf of the Lessee is duly authorised in that behalf;
- (4) it is in compliance with all its obligations under the Head Lease;
- (5) it has the ability to at all times during the term of this Lease comply with its obligations under the Head Lease; and
- (6) it has not Encumbered the Head Lease.

17.2 The Lessor covenants to the Lessee that:

- (1) prior to commencement of operations, it will obtain and will maintain for as long as they are required, all necessary consents, permissions, leases and other authorisations of any kind required to undertake the activities that it or the Lessee (or the Lessee's Affiliate) will be undertaking or propose to undertake in the Leasehold Area (other than construction permits in connection with construction works);
- (2) at all times during the term of this Lease the Lessor will comply with all applicable Laws;
- (3) it will at all times during the term of this Lease comply with its obligations under the Head Lease;
- (4) it will not Encumber the part of the Head Lease which corresponds to the Leasehold Area without the prior consent of the Lessee;
- (5) it will immediately notify the Lessee if it breaches any of its obligations under the Head Lease and agrees that the Lessee shall have the right to cure any such breach on behalf of the Lessor if the Lessee fails to do so; and
- (6) no event of default has occurred under the Head Lease and is continuing nor will an event of default result of entering into this Lease;
- (7) it will surrender its portion of the Head Lease relating to the Leasehold Area in the event that Zeusford fails to effect a Change of Control of the Lessee; and
- (8) it consents to the registration of this Lease in the name of the Lessee at the Land Registry.

17.3 The Lessee represents and warrants to the Lessor that:

- (1) it is duly incorporated and organised under the laws of its place of incorporation;
- (2) it has corporate capacity and authorisation (internal and external) to enter into and perform the terms of this Lease; and
- (3) the representative signing this Lease on behalf of the Lessee is duly authorised in that behalf.

17.4 The Lessee covenants to the Lessor that:

- (1) it will not take any action that would breach or cause termination of the consents, permissions, leases and other authorisations required to undertake the activities

that it will be undertaking or proposes to undertake in the Leasehold Area prior to their expiry date; and

- (2) at all times during the term of this Lease, the Lessee will comply with all applicable Laws.

17.5 This Lease expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous Leases and understandings between the Parties (other than as expressly provided for in this Lease).

17.6 Each Party acknowledges and confirms that it does not enter into this Lease in reliance on any representation, warranty or other undertaking of any other Party not fully reflected in this Lease.

18. INDEMNITIES; LIMITATION OF LIABILITY AND COSTS

18.1 Subject to clause 32.1, the Lessee hereby indemnifies and agrees to keep indemnified and hold harmless the Lessor and its officers, agents and employees against all Claims arising in connection with

- (1) the negligent performance of works in the Leasehold Area by the Lessee or its servants, agents, employees or contractors; or
- (2) the negligent exercise of any rights or performance or non-performance of any obligations pursuant to this Lease 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 or her officers, agents and employees.

18.2 The indemnity in clause 18.1 shall not apply if the Lessee's failure to perform its obligations or the loss incurred by the Lessor is caused by the Lessor's failure to perform any of its obligations under this Lease, the Tripartite Agreement or the Head Lease or by the wilful misconduct or negligence of the Lessor, its officers, employees or agents or to the extent that the Lessor is entitled to receive the amount in question pursuant to any of the insurances maintained by it under this Lease. The indemnity in clause 18.1 shall not extend to any Consequential Loss suffered by the Lessor.

18.3 If the Lessor establishes or alleges breach of contract or a right to be indemnified in accordance with this Lease, the Lessor shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or unreasonable cost.

18.4 In no event shall the Lessee, its officers, employees, or agents be liable to the Lessor (on the basis of breach of contract, indemnify, warranty or tort, including negligence and strict or

absolute liability, or breach of statutory duty or otherwise) for any matter arising out of or in connection with this Lease in respect of any Consequential Loss suffered by the Lessor. The Lessor each undertakes not to sue the Lessee, its officers, employees, agents or subcontractors in respect of such Consequential Loss.

- 18.5 The maximum aggregate liability of the Lessee and its Affiliates hereunder and under the Transaction Documents shall be €45 million (excluding any Rent, Royalty and Fees payable pursuant to this lease).

19. STEP IN RIGHTS OF SECURITY HOLDERS OR LESSOR

- 19.1 If the Lessee is in material breach of any material obligation pursuant to this Lease, the Security Holder may give written notice to the Lessee (a **Cure Notice**) describing the obligation which has not been performed and requiring such obligation to be remedied within the period specified in the notice (which period must be reasonable having regard to the nature of the obligation which was not performed).
- 19.2 If the failure to perform the obligation referred to in the Cure Notice is not remedied within the period specified in such notice, the Security Holder will be entitled, subject to the provisions of Clause 19.13, to engage any personnel, execute any works and to provide and install any equipment which in the opinion of the Security Holder, acting reasonably, may be necessary to secure the performance of the relevant obligations provided that under no circumstances, shall any interference, supervision or obstruction of the Lessee's construction activities in respect of the Facilities by the Security Holder or its representatives be permitted.
- 19.3 The Security Holder may recover the costs and expenses of exercising all rights under clause 19.2 from the Lessee as a civil debt in any court of competent jurisdiction.
- 19.4 The rights under this clause 19 are without prejudice to any other remedies available to the Security Holder under this Lease or at Law.
- 19.5 The Security Holder acknowledges that in the event of it stepping in pursuant to clause 19.2, the Security Holder owes the Lessee a duty of care and to the extent that the Lessee suffers a loss and such loss would not have occurred if the Security Holder had not stepped in pursuant to clause 19.2, to the extent that such losses arise directly out of the breach of such duty of care, then the Security Holder will indemnify the Lessee for such losses.
- 19.6 Upon the expiry of the circumstances which gave rise to the step-in by the Security Holder, the Security Holder shall promptly step out and refrain from taking any further action in respect of such circumstances.
- 19.7 If the Security Holder does not exercise its rights of step-in within 30 days of the occurrence

of the event giving rise to such right, or within 30 days after expiry of the Cure Notice, or has failed to cure the breach of obligation within 30 days of step-in, the Lessor may give a Cure Notice to the Lessee and any Security Holder describing the obligation which has not been performed and requiring such obligation to be remedied within the period specified in the notice (which period must be reasonable having regard to the nature of the obligation which was not performed).

- 19.8 If the failure to perform the obligation referred to in the Cure Notice is not remedied within the period specified in such notice, the Lessor will be entitled, subject to the provisions of Clause 19.13, to engage any personnel, execute any works and to provide and install any equipment which in the opinion of the Lessor, acting reasonably, may be necessary to secure the performance of the relevant obligations provided that under no circumstances, shall any interference, supervision or obstruction of the Lessee's construction activities in respect of the Facilities by the Lessor or its representatives be permitted.
- 19.9 If the Lessor exercises its rights of step-in the Lessor may recover any damages payable by it to the Minister which would not otherwise be payable under any term of this Lease and the costs and expenses of exercising all rights under clause 19.8 from the Lessee as a civil debt in any court of competent jurisdiction.
- 19.10 The rights under this clause 19 are the sole rights of the Lessor against the Lessee for breach of these obligations.
- 19.11 The Lessor acknowledges that in the event of it stepping in pursuant to clause 19.8, the Lessor owes the Lessee a duty of care and to the extent that the Lessee suffers a loss and such loss would not have occurred if the Lessor had not stepped in pursuant to clause 19.8, to the extent that such losses arise directly out of the breach of such duty of care, then the Lessor will indemnify the Lessee for such losses.
- 19.12 Upon the expiry of the circumstances which gave rise to the step-in by the Lessor, the Lessor shall promptly step out and refrain from taking any further action in respect of such circumstances.
- 19.13 The Security Holder and the Lessor each acknowledge that so long as the Lessee is diligently endeavouring to operate successfully the technology used in the Facilities, each of the Security Holder and the Lessor will not exercise their rights of step-in under this clause 19.

20. TERMINATION

- 20.1 The Lessor 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, or at any time following, the occurrence of any of the following events:

- (1) where, in respect of the application for this Lease, material information has been wilfully withheld from the Lessor by the Lessee or material information provided to the Lessor by the Lessee is false or misleading in any particular;
- (2) any of the Representations and Warranties of the Lessee in clause 17.3 are not true and correct in any material respect or, at any stage during the Term, any of the Representations and Warranties of the Lessee cease to be true and correct in any material respect;
- (3) the occurrence of an Insolvency Event in respect of the Lessee;
- (4) failure by the Lessee to pay moneys due to the Minister under this Lease by the due date for payment and such failure is not remedied within 90 days after receipt by the Lessee and any Security Holder of a notice from the Lessor requiring such failure to be remedied;
- (5) 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 90 days after receipt by the Lessee and any Security Holder of a notice from the Lessor requiring such breach or non-observance to be remedied;
- (6) any material breach or non-observance by the Lessee of any provision of this Lease or applicable Law, which is not capable of being remedied;
- (7) any Assignment of this Lease or Change in Control of the Lessee otherwise than in accordance with clause 22.

20.2 The Lessee may, without prejudice to any other remedies available under this Lease or at Law, terminate this Lease by notice in writing to the Lessor upon, or at any time following, the occurrence of any of the following events:

- (1) where, in respect of the application of this Lease, material information has been wilfully withheld from the Lessee by the Lessor or material information provided to the Lessee by the Lessor is false or misleading in any particular;
- (2) any of the Representations and Warranties of the Lessor in clause 17.1 are not true and correct in any material respect or, at any stage during the Term, any of the Representations and Warranties of the Lessor cease to be true and correct in any material respect;
- (3) the occurrence of an Insolvency Event in respect of the Lessor;
- (4) an event of Force Majeure which has extended for a continuous period of 12 months, by giving the Lessor not less than 30 days notice specifying the proposed

date of termination and this Lease will terminate on the date specified in that notice;

- (5) termination of the Co-Development and Implementation Agreement pursuant to a Pre-Construction Termination Event (as defined therein) or a Termination Event (as defined therein) due to the default of the Lessee.

20.3 In the event of termination of the Head Lease, the provisions of Clause 8.4 of the Tripartite Agreement shall apply.

20.4 A notice of termination under this clause must be given in accordance with clause 28.

21. RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRY

21.1 On termination or expiry of this Lease:

- (1) the Lessee must, subject to clauses 21.1(3) and 21.1(4), immediately cease all works, activities or operations in the Leasehold Area and, if required by the Lessor, vacate and deliver up the Leasehold Area or any part of the Leasehold Area to the Lessor;
- (2) all rights and powers exercisable by the Lessee pursuant to this Lease will 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);
- (3) all Facilities located within the Leasehold Area, may, with the agreement of the Lessee become the property of the Lessor on payment of compensation equal to the market value of the plant and equipment comprising the Facilities and the Lessor will be responsible for the payment of any stamp duty and other taxes payable on such transfer;
- (4) if the Lessor does not purchase the Facilities in accordance with clause 21.1(3) then the Lessee will be afforded sufficient time to remove its plant and equipment comprising the Facilities prior to vacating the Leasehold Area;
- (5) any moneys paid to the Lessor under the terms of this Lease will not be repaid;
- (6) where the Lease expires or is terminated by the Lessee in accordance with clause 20, neither Party will have liability to the other in respect of such termination or expiry, but rights and liabilities which have accrued prior to termination will subsist; and

- (7) if the Facilities are transferred to the Lessor, the Lessee shall furnish to the Lessor all relevant information (but no information proprietary to the Lessee) relating to the development, design, installation and construction of the Facilities to allow the Lessor to complete the construction of and/or operate the Facilities and the Lessee shall also assign to the Lessor all necessary Construction and Generation Licences and any other consents required in connection with the Facilities.

22. ASSIGNMENT AND CHANGE OF CONTROL

- 22.1 The Lessee must not Assign any interest in this Lease other than to an Affiliate without the consent of the Lessor.
- 22.2 Any transaction which involves a Change in Control of the Lessee (other than a reorganisation within the General Electric group of companies) or the Lessor must have the prior written approval of the other Party.
- 22.3 The Lessor will not charge a fee in relation to the grant of any consent pursuant to this clause 22.

23. LESSOR'S CONSENT

- 23.1 Upon receipt of any application for consent or approval in accordance with this Lease, the Lessor:
- (1) any decision, requirement, direction, determination, consent, agreement, permission and/or approval (or any such similar action) of the Lessor is required under this Lease, the Lessor must exercise such powers acting reasonably and must not unreasonably withhold or delay such decision, requirement, direction, determination, consent, agreement, permission and/or approval (or any such similar action) or issue such direction or grant such consent, agreement, permission and/or approval (or such similar action) subject to unreasonable conditions;
 - (2) will inform the Lessee of such decision in accordance with the time periods specified in this Lease, or if no such time period is specified, within a reasonable time period; and
 - (3) will, in the event that such decision is to refuse consent, inform the Lessee of the grounds of such refusal when giving its decision, unless precluded from doing so by Law.
- 23.2 Unless otherwise expressly provided in this Lease or at Law, whenever:

- (1) the consent of the Lessor is required under this Lease, the Lessor will not unreasonably withhold or delay such consent or grant such consent subject to unreasonable conditions; or
 - (2) the Lessor is entitled to impose conditions pursuant to this Lease, the Lessor will only impose such conditions as are reasonable in the circumstances.
- 23.3 The Lessee acknowledges and agree that, unless the contrary intention is expressed, any approval or consent granted by the Lessor or any servant or agent of the Lessor pursuant to this Lease:
 - (1) is without prejudice to the Lessee's obligations under this Lease or at Law and does not relieve any Lessee from any such obligations; and
 - (2) does not amount to an acknowledgement by the Lessor, or any servant or agent of the Lessor that the actions to which the consent or approval relates otherwise comply with Good Industry Practice or Law.

24. FORCE MAJEURE

- 24.1 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 but in any event within 10 Business Days, the Party affected by Force Majeure must notify the other Party, identifying the nature of the event, its expected duration and the particular obligations affected and must furnish reports at such intervals reasonably requested by the other Party during the period of Force Majeure;
 - (2) this Lease will remain in effect but that Party's obligations, except for any obligation to make payment of money and the obligations of the Lessee pursuant to clause 7.1, and the corresponding obligations of the other Party, will be suspended, provided that the suspension will be of no greater scope and no longer duration than is required by the Force Majeure;
 - (3) subject to full compliance with this clause 24.1, during suspension of any obligation pursuant to clause 24.1(2), the relevant Party will not be treated as being in breach of that obligation;
 - (4) the Party affected by the Force Majeure must 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 will use all reasonable endeavours to consult with the other Party as to how best to give effect to their obligations under this Lease so far as is reasonably practicable during the period of 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 must notify the other Party and
 - (7) insofar as is possible, any Party affected by an event of Force Majeure must do all things reasonably practicable to mitigate the consequences of the Force Majeure.
- 24.2 Clause 24.1(4) will 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.

25. CONFIDENTIALITY

- 25.1 Subject to clause 25.2, a Recipient must keep confidential and must not disclose any Confidential Information which the Recipient receives or acquires pursuant to this Lease, other than with the consent of the Disclosing Party.
- 25.2 It will not be a breach of this clause 25 for a Recipient to disclose Confidential Information:
- (1) to the extent required by Law; or
 - (2) to such of its Affiliates, employees, servants, agents, contractors or advisors who require access to such Confidential Information, provided that such Affiliates, employees, servants, agents, contractors or advisors are:
 - (a) made aware of the fact that the information is Confidential Information; and
 - (b) made aware of and bound by the obligations of Recipient under this clause 25.
- 25.3 For the avoidance of all doubt, the Parties acknowledge that this Lease is a public document and that it will not be a breach of clause 25 for either Party to disclose this Lease to any person.

26. WRITTEN PUBLIC STATEMENTS

- 26.1 Unless prevented from doing so by Law or the rules of any Stock Exchange, the Lessee must

not without the prior written consent of the Lessor issue any written public statement in connection with this Lease.

27. DISPUTE RESOLUTION

27.1 Subject to clause 27.10, neither the Lessor nor the Lessee may commence proceedings in relation to any Dispute in connection with this Lease without first complying with the provisions of this clause 27.

27.2 Either the Lessor or the Lessee may notify the other Party 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**).

27.3 A Dispute Notice must:

- (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.

27.4 Any recipient of a Dispute Notice must, within 20 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.

27.5 The nominated representatives must 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.

27.6 If a Dispute is not resolved to any Party's satisfaction by the nominated representatives under clause 27.5 within 50 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 for Arbitration in accordance with clause 27.7.

27.7 The following provisions will apply with respect to any Dispute which is referred for Arbitration pursuant to clause 27.6:

- (1) The Dispute will be determined by a single arbitrator appointed by agreement between the Parties.
- (2) The Parties to the Dispute must meet and, acting in good faith, endeavour to agree upon an arbitrator as soon as is reasonably practicable, but in any event no later than 5 Business Days after the date of the notice under clause 27.6.
- (3) Failing agreement on the appointment of an arbitrator within the timeframe set out in clause 27.7(2), the arbitrator will be appointed at the request of any Party, after giving notice in writing to the other Party to the Dispute, by the President for the time being of the Law Society of Ireland.
- (4) The provisions of the *Arbitration Acts 1954 and 1998* will apply to the Arbitration.
- (5) The language of the Arbitration will be English and, unless otherwise agreed by both Parties, the place of the Arbitration will be Dublin, Ireland.
- (6) The Parties will be entitled to call witnesses and will have the right of cross examination.

27.8 Notwithstanding anything else in this clause 27, a person will not be appointed as an arbitrator other than with the prior written consent of all Parties to the Dispute, if that person:

- (1) is an employee or agent of:
 - (a) the Lessee or the Lessor;
 - (b) the Government of Ireland or any County or political sub-division of Ireland;
or
 - (c) any Department or agency of the Government of Ireland or any County or political sub-division of Ireland;
- (2) is otherwise connected with a Party to the Dispute; or
- (3) for any reason may be obliged to or may expect favours from a Party to the Dispute.

27.9 Performance of obligations under this Lease will continue during any Dispute Resolution

Procedure pursuant to this clause 27.

- 27.10 Nothing in this clause 27 prevents any Party from seeking urgent declaratory, injunctive or other interlocutory relief.

28. NOTICES

- 28.1 Unless this Lease expressly provides otherwise, all notices and communications concerning this Lease will be in writing, in the English language and addressed as follows:

Sure Partners Limited,
8\10 Rock Hill,
Main Street,
Blackrock,
Co. Dublin.

Attention: The Company Secretary

Telephone: + 353 1 288 8333

Facsimile: + 353 1 2831729

Lessor's Bank Account Details for payment of Rent:

Sort Code: 901028

Account No: 14007334

Minister's Bank Account Details for payment of Upfront Fees and Royalties:

and

Arklow Energy,
Toughers Industrial Park,
Unit 1,
Newhall,
Naas,
Co. Kildare

Attention: Thomas Egan

Telephone: + 353 45440301

Facsimile: + 353 45440399

E-mail: Thomas.egan@ps.ge.com

28.2 A Party may change its address for service at any time by notice in writing to the other Party.

28.3 Notices will be deemed served or delivered to the addressee or its office:

- (1) if delivered by hand, upon the date of delivery;
- (2) if delivered by pre-paid ordinary post within Ireland, 2 Business Days after sending;
- (3) if delivered by pre-paid ordinary post outside Ireland, 5 Business Days after sending; or
- (4) if delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed or, if the transmission report is produced by the sender's facsimile machine other than between 9.00am and 5.00pm on a Business Day at the place of receipt, the notice will be deemed to have been delivered at 9.30am on the following Business Day at the place of receipt.

28.4 The Lessee will notify the Lessor of all payments made to the Minister hereunder.

29. WAIVER

29.1 A waiver of a right or power under this Lease is of no force and effect unless it is given in accordance with clause 28.

29.2 No delay, omission or forbearance by a Party in enforcing a power or right under this Lease will be deemed a waiver of that Party's right to enforce that power or right.

29.3 Any single or partial exercise of any power or right shall not preclude any future exercise of that power or right.

29.4 Any waiver of a power or right in a particular instance will not constitute a future waiver of that power or right in any other circumstance or in any way limit a Party's future ability to exercise that power or right.

30. VARIATION

30.1 No amendment to this Lease will be effective unless it is in writing and signed by both Parties.

31. RELATIONSHIP OF PARTIES

- 31.1 Nothing in this Lease may be interpreted or construed as creating any agency, association, joint venture or partnership between the Parties.
- 31.2 No Party has any right, power or authority to enter into any agreement or undertaking for, act on behalf of or otherwise bind the other Party.

32. COSTS AND EXPENSES

- 32.1 Each Party will pay their own costs and expenses associated with the preparation, negotiation and execution of this Lease.
- 32.2 The Lessee must pay and discharge all taxes, assessments, duties, charges, impositions and other moneys payable which are now or may in the future be charged or imposed in connection with:
- (1) this Lease;
 - (2) the Lessee's use and or occupancy of the Leasehold Area;
 - (3) any electricity generated pursuant to this Lease;
 - (4) any other operations carried out pursuant to this Lease; and
 - (5) any security provided pursuant to this Lease.
- 32.3 For the avoidance of all doubt, any amounts quoted in this Lease are exclusive of Value Added Tax.

33. FURTHER ASSURANCE

- 33.1 Each Party shall afford to the other Party such co-operation, and shall do, execute, acknowledge and deliver, and will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, notices, powers of attorney and assurances, at the request and costs of the other Party, without limitation, as shall reasonably be required in order to give the Party making the request the full benefit of the rights, powers and obligations under the terms of this Lease including, without limitation, registration of this Lease in the name of the Lessee at the Land Registry or Registry of Deeds.

34. SEVERABILITY

- 34.1 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 will be severed and the remainder of this Lease will remain in full force and effect.
- 34.2 As soon as is reasonably practicable, but in any event no more than 25 Business Days after a provision of this Lease becomes or is declared invalid, unenforceable or illegal, the Parties must meet and use all reasonable endeavours to agree terms which, to the maximum extent possible, return each of the Parties to the position that they would have been in had the provision not been or not become invalid, unenforceable or illegal.
- 34.3 The Parties must comply with this Lease as amended in accordance with this clause 34.

35. SURVIVAL OF CLAUSES

- 35.1 Notwithstanding any other provision of this Lease, clauses 8, 10, 11, 16, 17, 18, 19, 20, 21, 23, 24, 22, 23, 24, 25 and 27 to 37, inclusive will survive termination of this Lease.

36. COUNTERPARTS

- 36.1 This Lease may be executed in any number of counterparts and the counterparts together will form one and the same Deed.

37. GOVERNING LAW

- 37.1 This Lease will be governed and construed in accordance with the laws of Ireland.
- 37.2 The Parties hereby submit irrevocably to the exclusive jurisdiction of the courts of Ireland.

IN WITNESS WHEREOF this Lease has been executed and as Deed and the Parties hereto have hereunto set their hands and affixed their Seals the day and year first herein written.

PRESENT when the Common Seal of
Sure Partners Limited
was affixed hereto:

James Doherty
Manager Investment Development

James Doherty
Sure Partners Limited

James Doherty
Manager Investment Development

PRESENT when the Common Seal of
Arklow Energy
was affixed hereto:

James P. Lowe

SIGNED, SEALED AND *GLOBAL ACCOUNTS EXECUTIVE*
DELIVERED for and
on behalf of
ARKLOW ENERGY LIMITED
by its lawfully appointed
attorney *James Lowe*
in the presence of

WITNESS:

Clodagh Curran
CLODAGH CURRAN
A/L GOODBODY SOLICITORS
IFSC
NORTH WALL QUAY
DUBLIN 1

OCCUPATION: SOLICITOR

SCHEDULE 1

LEASEHOLD AREA

That part of the area known as the Arklow Banks delineated in the attached drawings.

SCHEDULE 2

THE SPECIFICATIONS

1. The colour of the towers shall be grey (RAL 7035);
2. Unless the prior written consent of the Lessor, on the instruction of the Minister, is obtained, blade tips must be a minimum of 20 metres above Sea Level and towers, including that part of the foundation above Sea Level, must not exceed 100 meters in height above Sea Level;
3. The *subsea/underwater cables* shall not be covered with PVC.
4. All turbines used to hold Class 1 or Class S certifications, or such other certifications approved by the Lessor, on the instruction of the Minister from time to time, from one of the following recognised test houses.
 - Germanischer Lloyd Wind (Germany)
 - Det Norske Veritas (DNV) Norway (with Risoe in Denmark)
 - Underwriter's Laboratories with National Renewable Energy Laboratory (USA)
 - Centre of Renewable Energy Sources in Greece
 - Certification Institute Wind Energy (CIWI) – the official Dutch certification body;or from such other certifying body as may be acceptable to the Lessor, on the instruction of the Minister from time to time, in respect of the design, type, and product and, where appropriate certification of components. If deemed appropriate by the certifying body, the Lessor, on the instruction of the Minister may accept site-specific certification of the turbines and components. A copy of the certificates to refer will be provided to the Minister prior to the commencement of any work on the site;
5. All turbines erected in the Leasehold Area must be of uniform external design and appearance unless otherwise approved by the Lessor, on the instruction of the Minister;
6. All foundations must be in either monopole steel, steel tripod or concrete caisson design; and

The foundation type and method of construction must be agreed in advance with the Lessor, on the instruction of the Minister prior to construction of the foundations.

SCHEDULE 3

UP-FRONT FEES

Due date for payment of Up front Fees	€ (Euro)
1st November 2003	11,500
1st November 2004	23,000
1st November 2005	46,000
1st November 2006	92,000

SCHEDULE 4

SPECIAL CONDITIONS

1. No work shall take place within or which may impact on any SAC, SPA or NHA without the express written consent of Duchas and any such work shall at all times be subject to such terms and conditions as may be required by Duchas for the protection of such SAC, SPA or NHA.
2. All working areas at sea shall be marked in accordance with the requirements of the International Association of Marine Aids to Navigation and Lighthouse Authorities and the requirements of the Marine Voyage System as determined by the Commissioners of Irish Lights.
3. Working vessels shall handle all wastes in accordance with IMO requirements or equivalent.
4. All potential pollutants shall be stored in suitable containers, such as bunded containers in order to minimize the risk of pollution.
5. All waste and/or litter, including potential pollutants produced during construction and/or operation of the wind farm shall be stored and returned to shore for authorized disposal at suitable facilities.
6. Any accidental pollution of the marine environment shall be immediately reported to the Irish Coast Guard and to any other local authorities who are likely to be affected by such pollution.
7. Noise levels shall be maintained at such a level that no noise above 45 decibels can be recorded onshore between the hours of 20:00 and 08:00 daily.
8. All electromagnetic emissions shall meet with the requirements of European Standards EN55011 and EN61000.
9. Suitable type of boat or aircraft landing facilities to allow safe access and egress to be provided to a design approved by the Department of the Marine and Natural Resources.
10. Each structure erected must be provided with scour protection to the satisfaction of the Department of the Marine and Natural Resources. *GE to acquire approval.*
11. Construction of the wind farm shall be subject to the employment of a marine archaeologist or archaeologists licensed by Duchas to monitor all works during all stages of construction

including cable laying.

12. If cable laying through seed mussel beds cannot be avoided it shall not take place between 1 June and 30 September of any year and, in any event, shall be subject to prior consultation with and the agreement of Bord Iascaigh Mara.
13. Each cable route, including cables within the wind farm, shall be subject to an Archaeological survey prior to the commencement of cable laying or associated activities.
14. The landfall zone shall be subject to an inter-tidal assessment prior to commencement of trenching procedures or associated works..
15. Backfill or trenches shall be performed in such a manner as to restore, insofar as is feasible, the seabed to its original state cable trenches shall be restored to their pre-construction level with a material of a similar particle size to that disturbed.
16. All cables must be buried to a depth of not less than 2 metres.
17. Cables should, insofar as is feasible, avoid sensitive or high bio-diversity habitats.
18. Insofar as is feasible, cables should avoid the habitats associated with *Sabellaria sp.* and where disturbed efforts should be made to restore habitats to their condition prior to disturbance.
19. Co-ordinates of all Facilities must be provided to the Lessor, the IAA, Commissioners of Irish Lights, Irish Coast Guard, British Admiralty (Taunton) and any other bodies nominated by the Lessor from time to time, within 30 days after the commencement of construction and/or installation of such Facilities. Such co-ordinates to be provided in a manner to be agreed between the Lessee prior to commencement of construction.
20. The design and construction of any helipads will be subject to the written agreement of the IAA which must be copied to the Lessor prior to construction beginning and this lease will be subject to the Lessee complying with any and all conditions or instructions applied by or given by the IAA.
21. A site specific Health and Safety Statement for the construction of the wind farm must be provided to the Lessor and the National Authority for Occupational Safety and Health (sometimes referred to as the Health and Safety Authority) before commencement of work but the acceptance by the Lessor of such a statement will not be implied as being acceptance by the State of the suitability of the Statement having regard to the requirements of Health and Safety legislation for the time being in force.
22. During construction and/or installation of Facilities, no more than 500 metres of trench will be open at any time without the prior written consent of the Lessor.

23. No turbine may be installed without the prior written approval of the Lessor in relation to the location of the turbine, having regard to the geophysical characteristics of the sea bed at the proposed location of the turbine.

SCHEDULE 5

FORM OF AUDITORS CERTIFICATE

[Date]

To: Attention: Pamela Walsh
 Zeusford Limited,
 Clonard,
 National Management Centre,
 Sandyford,
 Dublin 16.

Dear Madam

AUDITORS CERTIFICATE

For the purposes of calculating the Royalties payable under the provisions of the Foreshore Lease dated [*] between Sure Partners Limited and Arklow Energy Limited., we have reviewed the accounts of Arklow Energy Limited and hereby certify that, in our opinion, the Revenues set out in the attached schedule are true and correct, for the purposes of calculating the Rent payable by the Lessee, in the relevant assessment period.

SIGNED: (Auditor's name and address.)

DATED:

ARKLOW ENERGY LIMITED
Toughers Industrial Park, Unit 1C, Newhall, Naas, County Kildare
Company Number: 369950

Sure Engineering Limited,
29 Lower Leeson Street,
Dublin 2

20 June, 2003

Re: Fees

Dear Sirs,

Arklow Energy Limited, as lessee (the "Lessee") under the Foreshore Sub-Lease, made between Sure Partners Limited and the Lessee dated 20th of June, 2003 (the "Lease"), **HEREBY AGREES** to pay to Sure Engineering Limited, the fee referred to below annually in arrears, in respect of each year of the Lease, such payment to be made no later than the date which is three calendar months after the end of each year. The fee which is payable by the Lessee to Sure Engineering Limited shall be 0.25% of all Net Revenues (as described below). Net Revenues shall mean for the purpose of this letter all revenues associated with operations in the Leasehold Area, (as further defined in Schedule 1 of the Lease), including revenues derived from generation of electricity, green credits or advertising (but excluding Value Added Tax) less any amounts paid to Sure Partners Limited or any of its affiliates which are received by Arklow Energy under the Alternative Energy Requirement programme.

SIGNED for and on behalf of Arklow Energy Limited

By its lawfully appointed attorney: ...JAMES LOWE.....

In the presence of : ...Elizabeth Bradley...

Date:.....



ACKNOWLEDGED AND AGREED for and on behalf of Sure Engineering Limited:

By:.....

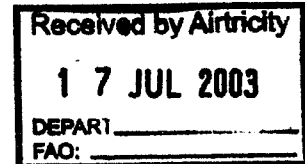
Date:.....



MS53/1/L V3

16 July 2003

Mr Martin Quinn
Airtricity
National Management Centre
Clonard
Sandyford
DUBLIN 16



Dear Martin,

I am pleased to confirm that it is now in order to commence construction on the Arklow Banks Wind Farm Project- Phase 1 (7 x 3.6 MW).

May I wish every success to this project and to all involved with it.

Yours sincerely

Tom Burke
Assistant Principal
Coastal Zone Management Division

DECOMMISSIONING AND REINSTATEMENT GUARANTEE

THIS DEED is given the 15th day of July, 2003

GIVEN BY

GENERAL ELECTRIC INTERNATIONAL Inc of Two Corporate Drive, Shelton, Connecticut 06484, USA (the "Guarantor")

IN FAVOUR OF

THE MINISTER FOR COMMUNICATIONS, MARINE AND NATURAL RESOURCES of Leeson Lane, Dublin 2, Ireland (the "Minister");

INTRODUCTION:

- A. The Minister has granted the Head Lease to SPL and has consented to the grant of the Sub-Lease by SPL to the Principal, on terms and conditions set out in the Tri-partite Deed.
- B. Pursuant to clause 19 of the Head Lease, SPL agreed to provide the Minister with a Decommissioning and Reinstatement Bond in respect of the performance of certain decommissioning and reinstatement obligations. Pursuant to the Tri-partite Deed, the Principal has agreed to assume the decommissioning and reinstatement obligations of SPL in respect of the area which is the subject of the Sub-Lease.
- C. Pursuant to the Tri-partite Deed, the Minister has agreed to waive SPL's obligation to provide a Decommissioning and Reinstatement Bond in respect of the area which is the subject of the Sub-Lease, if and for so long as the decommissioning and reinstatement obligations of the Principal under the Tri-partite Deed are performed by the Principal and guaranteed in a manner which is acceptable to the Minister.
- D. It has been agreed between the Minister, SPL, the Principal and the Guarantor that such decommissioning and reinstatement obligations of the Principal will be secured by this guarantee and indemnity from the Guarantor.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires:

Business Day means a day that is not a Saturday, Sunday or a public holiday in a place where an act is to be performed or a payment is to be made;

Deed means this Deed of Guarantee and Indemnity;

Default Rate means EURIBOR + 1%;

Default Amount means all amounts due by the Principal under the Relevant Obligations and not paid by the Principal on demand and then demanded from the Guarantor under this Deed;

EURIBOR means:

- (a) the percentage rate per annum equal to the offered quotation which appears on the page of the Telerate Screen which displays an average rate of the Banking Federation of the European Union for the Euro (being currently page 248) for such period at or about 11.00am (Brussels time) on the quotation date for such period or, if such page or such service ceases to be available,

such other page or such other service for the purpose of displaying an average rate of the Banking Federation of the European Union agreed by the parties; or

- (b) if no quotation for the Euro for the relevant period is displayed and the parties have not agreed an alternative service on which a quotation is displayed, the arithmetic mean (rounded upwards to four decimal places) of the rates at which each of the Reference Banks was offering to prime banks in the European interbank market deposits in the Euro of an equivalent amount for such period at or about 11.00am (Brussels time) on the quotation date;

Facilities has the same meaning as in the Tri-partite Deed;

Foreshore has the same meaning as in the Tri-partite Deed;

Head Lease means the lease granted by the Minister to SPL on 11 January 2002, pursuant to section 2(1) of the Foreshore Act 1933, and includes any renewal, replacement or extension of such lease;

Leasehold Area has the same meaning as in the Tri-partite Deed;

Principal means Arklow Energy Limited an Irish corporation having its registered office at Toughers Industrial Park, Unit 1C, Newhall, Naas, Co. Kildare;

Reference Banks means each of Bank of Ireland, Allied Irish Banks, p.l.c. and Ulster Bank Limited;

Relevant Obligations means all of the obligations of the Principal in relation to the decommissioning of the Facilities and the reinstatement of the Leasehold Area and, if necessary, any adjacent Foreshore and to meet any liabilities that may be incurred by the Minister or otherwise in relation to any decommissioned Facility whether pursuant to the Head Lease, the Sub-Lease, the Tri-partite Deed or otherwise, described in clauses 4 and 5.1 of the Tri-partite Deed;

SPL means Sure Partners Limited having its registered office at Main Street, Blackrock, County Dublin;

Security Amount means €8,000,000 or such other amount as may be notified by the Minister to the Principal pursuant to clause 5.6(4) of the Tri-partite Deed to be the adjusted Security Amount under the Tri-partite Deed and from the date of such notice, the Security Amount for the purposes of this Deed shall be deemed to be the amount set out in such notice;

Sub-Lease means the sub-lease of the Leasehold Area from SPL to the Principal, dated 20 June 2003, and includes any renewal, replacement or extension of such deed; and

Tri-partite Deed means the document of that name entered into between the Minister, SPL and the Principal, dated 20 June 2003, and includes any renewal, replacement or extension of such deed.

1.2 In this Deed, unless the context otherwise requires:

- (a) unless otherwise defined in this Deed, capitalised terms in this Deed shall have the same meaning as in the Tri-partite Deed;
- (b) other grammatical forms of defined terms will have a corresponding meaning;
- (c) headings are for convenience only and do not affect interpretation;

- (d) words importing persons or parties include any individual, body corporate, firm, corporation, joint venture, trust, unincorporated association, organisation or partnership and any other entity, in each case whether or not having a separate legal personality, and all references to persons includes their legal successors and permitted assignees;
- (e) an act which is required to be done on a day which is not a Business Day must be done instead on the next Business Day;
- (f) all monetary amounts are in euro, unless otherwise specified;
- (g) "including" and similar words are not words of limitation; and
- (h) a reference:
 - (i) to a gender includes a reference to each other gender;
 - (ii) to the singular includes a reference to the plural and vice versa;
 - (iii) to legislation, regulations, directives, orders, directions, instruments, codes or other enactments ("**enactments**") includes any orders or regulations made pursuant to enactments and any amendments, modifications or replacements to such enactments; and
 - (iv) in this Deed to a party or clause, is a reference to a party to or clause of, as the case may be, this Deed.

2. **GUARANTEE AND INDEMNITY**

- 2.1 In consideration of the Minister consenting to the grant of the Sub-Lease to the Principal and consenting to the variation of the Head Lease, the Guarantor hereby unconditionally and irrevocably covenants to the Minister to procure the proper performance by the Principal of the Relevant Obligations and the Guarantor hereby further unconditionally and irrevocably agrees to indemnify the Minister against all costs, penalties, fees, commissions, expenses, liabilities or claims which he may suffer or incur in carrying out or procuring the carrying out of all or any of the Relevant Obligations PROVIDED ALWAYS that the Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Tri-partite Deed, which demand will include a copy of the demand served on the Principal.
- 2.2 The obligations guaranteed by this Deed include:
 - (a) in the case of examination or liquidation of, or the granting of court protection to, the Principal, all moneys which would at any time have been owing to the Minister by the Principal in connection with the Relevant Obligations if such examination, or liquidation or court protection had not occurred;
 - (b) the due performance and compliance by the Principal (but not any other party) with all of the Relevant Obligations;
 - (c) all interest (after as well as before any demand or judgment) to date of payment, at such rates and upon such terms as may from time to time be payable by the Principal in connection with the Relevant Obligations (or which would have been so payable but for the liquidation or other incapacity of the Principal); and

- (d) all legal or other costs, charges and expenses (including taxes) properly incurred and occasioned in the enforcement or discharge of this Deed.
- 2.3 The Guarantor agrees as a separate and independent condition that any moneys payable as part of the Relevant Obligations which are not recoverable from the Guarantor pursuant to this Deed (whether by reason of any legal limitation, disability or incapacity on or of the Principal or any other reason or circumstance whether known or not to the Minister or the Guarantor) will nevertheless be recoverable (on a full indemnity basis) from the Guarantor as principal debtor and will be paid by it on demand in writing from the Minister, if there has been a demand made first upon the Principal under the Tri-partite Deed for such moneys and the Principal has failed to pay such moneys to the Minister.
- 2.4 The provisions of clause 2.3 apply irrespective of any indulgence granted by the Minister from time to time and continue in effect notwithstanding any judgment or order for a liquidated sum or sums in respect of any moneys guaranteed or in respect of any amounts due under this Deed.
- 2.5 The Guarantor agrees as a separate and independent condition that its liability under this Deed will be as a sole and primary obligor and not be merely as surety.
- 2.6 The total amount recoverable hereunder from the Guarantor shall be limited to the aggregate from time to time of:
- (a) the lesser of:
 - (i) the amount due or owing by the Principal at any time and from time to time in connection with the Relevant Obligations or the amount which the Minister, in his absolute discretion determines would have been recoverable from the Principal but for any legal limitation, disability or incapacity on or of the Principal or for any other circumstance whatsoever; and
 - (ii) the Security Amount;
 - (b) any amounts arising under clause 2.2, 2.3, 2.7 and 13.2 hereof;
 - (c) any default interest under clause 3.1; and
 - (d) any claim which the Minister may have by virtue of a breach by the Guarantor of any provision of this Deed or under any indemnity set out in this Deed;

PROVIDED HOWEVER that where the Minister determines that he has received an amount in excess of the amount of his claim, he shall refund the excess and PROVIDED FURTHER that the Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Head Lease and/or the Tri-partite Deed, which demand will include a copy of the demand served on the Principal.

- 2.7 In addition to, and separate from, the Guarantee contained in clause 2.1, the Guarantor irrevocably agrees to keep the Minister fully and effectively indemnified from and against all costs, claims, charges, damages, expenses and losses (on a full and unqualified indemnity basis) whatsoever as a result of any disability, incapacity, irregularity, defect or informality in any security given by or on behalf of the Principal or any other person in respect of all or any of the liabilities guaranteed by this Deed and together with interest at the Default Rate on such sum from the date that the same was incurred or fell due to the date of payment PROVIDED ALWAYS that the

Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Head Lease and/or the Tripartite Deed which demand will include a copy of the demand served on the Principal.

3. INTEREST

- 3.1 Interest shall accrue on any Default Amount from the date of demand on the Guarantor until actual payment (after as well as before judgment) at the Default Rate.

4. CONTINUING SECURITY

- 4.1 This Deed shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing.
- 4.2 This Deed will be a continuing security and will extend to cover any moneys referred to in clause 2, which will for the time being constitute the balance due from the Principal to the Minister.
- 4.3 No payment, security or assurance which may be avoided under any statute and no discharge, settlement or release given or made on the faith of any such payment, security or assurance will prejudice the right of the Minister to recover to the full extent of this Deed and the liability of the Guarantor for the amount of money which is due from the Principal to the Minister on each day will be deemed to be a new debt or liability first accruing on such day.
- 4.4 Should any moneys, liabilities, interest or other sum not be recoverable from the Guarantor under the terms of this Deed for any reason whatsoever, including:
- (a) any legal disability or incapacity of the Principal;
 - (b) any invalidity or illegality in the incurring of such liabilities on the part of the Principal;
 - (c) any want of authority in any person purporting to act on behalf of the Principal;
 - (d) any provision of bankruptcy or insolvency law;
 - (e) the passage of time under any relevant Act;
 - (f) any moratorium or any statute decree or requirement of any governmental or other authority in any territory where the Principal is incorporated, resides or carries on business; or
 - (g) any inability of the Principal to acquire or effect payment in the currency in which such moneys or liabilities or other sums are denominated or to effect payment in the place where such moneys or liabilities or other sums are or are expressed to be payable,

then, whether any such reason or circumstances will have been made known to the Minister or not before the liabilities were incurred, such moneys and liabilities will nevertheless be recoverable from the Guarantor as though it were principal debtor in respect of an equivalent amount and will be paid by the Guarantor forthwith on demand in writing provided a demand has been served first on the Principal and it has failed to immediately pay the sum demanded.

- 4.5 The Guarantor waives all or any of its rights as surety which may at any time be inconsistent with any of the provisions of clause 4.4.

5. WAIVER OF DEMAND

- 5.1 For the avoidance of doubt, the Minister is not obliged before making demand under this Deed:

- (a) to take any action or obtain judgment against the Principal in any court;
- (b) to prove any demand made on the Principal;
- (c) to make or file any claim in the insolvency of the Principal; or
- (d) to exercise diligence against the Principal under the Tri-partite Deed,

PROVIDED ALWAYS HOWEVER that the Minister shall first make a demand for repayment on the Principal under the Tri-partite Deed before making a demand hereunder on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded, which demand will include a copy of the demand served on the Principal.

6. INDULGENCE

- 6.1 Subject to the provisions of clause 2.7 and subject to the terms of the Tri-partite Deed, the Minister may at all times, without the assent or knowledge of the Guarantor, without prejudice to this Deed and without discharging or in any way prejudicing or affecting the Guarantor's liability pursuant to this Deed, or being accountable for any loss occasioned thereby:

- (a) amend or modify the Head Lease and/or the Tri-partite Deed in accordance with their terms;
- (b) grant to the Principal or any other person any time or indulgence;
- (c) deal with, exchange, release, modify, or neglect or forebear to perfect or enforce any securities or other guarantees or rights (including payment of any moneys) which the Minister may now or at any time have from or against the Principal or another person PROVIDED ALWAYS that the Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Tri-partite Deed, which demand will include a copy of the demand served on the Principal;
- (d) compound with, give time for the payment of any moneys, accept compositions from, or make any other arrangement with, the Principal or with any other person or guarantor; or
- (e) do or omit to do anything which but for this provision might operate to exonerate or discharge the Guarantor from any of its obligations.

- 6.2 This Deed will not be discharged nor affected by anything which would not have discharged or affected the Guarantor's liability if the Guarantor had been principal debtor to the Minister instead of Guarantor.

7. FAILURE TO TAKE SECURITY

7.1 The liability of the Guarantor pursuant to this Deed will not be affected by:

- (a) any failure by the Minister to take any security or by any invalidity of any security taken; or
- (b) by any legal limitation, disability, incapacity or want of any authority of or by the Principal or of any director, manager, official or other person appearing to be acting for the Principal in any matter in respect of those liabilities.

8. NO PROOF IN COMPETITION

8.1 The Guarantor is not to be entitled as against the Minister to any right of proof in the bankruptcy or insolvency of the Principal or other right of a surety discharging his liability in respect of the principal debt, unless and until the all moneys guaranteed by this Deed are completely discharged and satisfied.

8.2 Any moneys or benefits received by the Guarantor in breach of clause 8.1 must be paid to the Minister, and pending such payment are to be held in trust for the Minister.

8.3 For the purpose of enabling the Minister to sue the Principal or prove in its insolvency for the whole of the moneys outstanding in connection with the Relevant Obligations, or to preserve intact the liability of any other person, the Minister may keep any moneys received pursuant to this Deed in a separate or suspense account to the credit of the Guarantor without any intermediate right on the part of the Guarantor to:

- (a) sue the Principal;
- (b) prove in competition with or so as to diminish any dividend or other advantage that would or might come to the Minister; or
- (c) treat the liability of the Principal as diminished,

PROVIDED HOWEVER that once the Minister has received irrevocable payment of all amounts owing to it by the Principal in connection with the Relevant Obligations and without prejudice to its rights under clause 11, all outstanding amounts in the suspense account shall be released to the Guarantor.

8.4 Until the whole of the moneys guaranteed by this Deed are completely discharged and satisfied, the Guarantor will not exercise any rights of subrogation to the rights of the Minister under the Tri-partite Deed or any security held by it or on his behalf.

9. NO COUNTER-SECURITY WITHOUT CONSENT

9.1 The Guarantor has not and must not take from the Principal, either directly or indirectly, without the consent of the Minister any promissory note, bill of exchange, mortgage, charge or other counter-security of any kind which would or might:

- (a) impact on the insolvency of the Principal;
- (b) to the prejudice of the Minister, increase the proofs in such insolvency; or
- (c) diminish the property distributable amongst the creditors of the Principal.

9.2 If the Guarantor takes any counter-security of the type referred to in clause 9.1, or receives the benefit of such counter-security with the consent of the Minister, all moneys received in respect of such counter-security will be held on trust for the Minister as a continuing security for the fulfilment of the Guarantor's obligations under

this Deed and will be forthwith deposited by the Guarantor with the Minister for that purpose.

10. ADDITIONAL TO ALL OTHER SECURITIES

- 10.1 This Deed will be in addition to and will not be in any way prejudiced or affected by or merge with any collateral or other security now or at any time held by the Minister for all or any part of the moneys guaranteed by this Deed.
- 10.2 The liability of any person or persons not parties to this Deed for all or any part of the moneys secured by this Deed will not in any way be prejudiced or affected by this Deed.
- 10.3 Subject to clause 2.7, the Minister will have full power at his discretion to give time for payment to or make any other arrangement with any such other person or persons without prejudice to this Deed or any liability under this Deed.
- 10.4 Subject to clause 8.3, all moneys received by the Minister from the Guarantor or the Principal and all moneys received by the Minister from any other person liable to pay such moneys may be applied by the Minister to discharge amounts owing from the Principal in connection with the Relevant Obligations or the Guarantor's liabilities hereunder as the Minister may see fit.

11. RETENTION OF SECURITY

- 11.1 The Minister may retain this or any other security held for the Guarantor's liabilities under this Deed until it is replaced by a Decommissioning and Reinstatement Bond in accordance with clause 19 of the Head Lease, or for a period of:
 - (a) one month plus any statutory period during which any assurance or security given or payment made by the Guarantor under this Deed may be avoided or invalidated:
 - (i) after the creation of such assurance or security; or
 - (ii) after the repayment of all moneys that are or may become due to the Minister from the Principal in connection with the Relevant Obligations where the Minister in his absolute discretion, considers that the payment may be avoided or invalidated,

notwithstanding any release, settlement, discharge or arrangement given or made by the Minister; or

 - (b) if a petition is presented to a competent Court for an Order for the winding up of the Principal or the Principal commences being wound up voluntarily such longer period as the Minister considers necessary, in which event such security will be deemed to have continued to have been held as security for the payment to the Minister of all or any sums which may at any time be owing by the Guarantor, either pursuant to this Deed or as a consequence of any order made by a competent Court under any bankruptcy or company law.
- 11.2 No assurance, security or payment which may be avoided under any enactment relating to insolvency and no release, settlement, discharge or arrangement (including a release, settlement, discharge or arrangement of or in relation to this Deed) which may be given or made on the faith of any such assurance, security or payment will prejudice or affect the right of the Minister to recover from the Guarantor to the full extent of this Deed as if such assurance, security payment, release, settlement, discharge or arrangement (as the case may be) had never been granted, given or made where such assurance, release, settlement, discharge, security, payment or arrangement is subsequently avoided.

- 11.3 Any release, settlement, discharge or arrangement referred to in clause 11.2 will, as between the Minister and the Guarantor, be deemed to have been given or made upon the express condition that it will become wholly void and of no effect if the assurance, security or payment on the faith of which it was made or given is at any time avoided under any of the statutory provisions relating to insolvency or otherwise, such that the Minister will be entitled, at any time after any such avoidance, to exercise all his rights pursuant to this Deed and/or any other rights which as a consequence of this Deed he would have been entitled to exercise, but for such release, settlement, discharge or arrangement.
- 11.4 Subject to clause 11.5, this Deed is, and at all times will remain, the property of the Minister.
- 11.5 On the date on which the Minister determines, in his absolute discretion, that all amounts payable now or at any time hereafter by the Principal in connection with the Relevant Obligations have been unconditionally and irrevocably paid in full and the Principal has no further liabilities in connection with the Relevant Obligations and upon:
- (a) payment of all amounts owing hereunder; and
 - (b) payment of all costs, charges and expenses incurred by the Minister in relation to this Deed which are referred to in clause 2.2(d) and any interest payable hereunder,

the Minister will at any time thereafter at the request and cost of the Guarantor execute and do all such acts, deeds and things that may be necessary to surrender or release the Guarantor from its obligations under this Deed and shall return this Deed marked cancelled to the Guarantor.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 The Guarantor acknowledges at the date hereof that:
- (a) it has not relied on any warranty or representation made by or on behalf of the Minister to induce it to enter into this Deed;
 - (b) it has made, its own independent investigation of the financial condition and affairs of the Principal at the date hereof and assessment of the creditworthiness of the Principal at the date hereof; and
 - (c) the Minister does not have any duty or responsibility, either now or in future, to provide it with any information or to make any investigations into the financial condition and other affairs of the Principal.
- 12.2 The Guarantor represents and warrants to the Minister, such warranties and undertakings to continue so long as this Deed remains subsisting, that:
- (a) it is validly existing under the laws of the place of its incorporation and has the power and authority to own its own assets, to conduct its business, to enter into this Deed and to exercise its rights and perform its obligations pursuant to this Deed and, as far as it is aware (having made diligent enquiries) all consents, whether governmental or of third party creditors of the Guarantor, and all acts, conditions and things required to be obtained, done, fulfilled and performed by the Guarantor in order to:
 - (i) enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Deed; and

- (ii) ensure that the obligations expressed to be assumed by it in this Deed are legal, valid and binding,

have been obtained, done, fulfilled and performed and it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority or that any stamp, registration or similar tax be paid on or in relation to this Deed in any jurisdiction other than Ireland;

- (b) all corporate and other action required to authorise its execution of this Deed and the Guarantor's performance of its obligations pursuant to this Deed has been duly taken;
- (c) the Guarantor will not be required, at the date hereof, to make any deduction or withholding from any payment it may make under this Deed;
- (d) the execution of this Deed by the Guarantor and the exercise of its rights and performance of its obligations pursuant to this Deed do not and will not;
 - (i) conflict with any agreement, mortgage, bond or other instrument to which it is a party or which is binding upon it or any of its assets;
 - (ii) conflict with any provisions of its Memorandum and Articles of Association or other constitutional documents and rules and regulations; or
 - (iii) conflict with any applicable law, regulation or official or judicial order;
- (e) the claims of the Minister against it under this Deed will rank at least *pari passu* with the claims of all its other creditors save those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application and in any proceedings taken in relation to this Deed:
 - (i) it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process; and
 - (ii) the choice of Irish law as the governing law of this Deed and any judgment obtained in Ireland will be recognised and enforced;
- (f) the obligations expressed to be assumed by the Guarantor in this Deed are legal and valid obligations binding on it in accordance with the terms of this Deed;
- (g) it has not as at the date of this Deed taken any corporate action nor have any legal proceedings been started against it for its winding-up, dissolution, administration, examination or re-organisation or for the appointment of a receiver, an examiner, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues;
- (h) it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets or under any statutory obligation whatsoever (including the payment of any due taxes) to any extent or in a manner which might have a material adverse effect on its ability to perform its obligations under this Deed; and
- (i) no action or administrative proceeding of or before any court or agency which might have a material adverse effect on its business or financial condition has been started.

13. PAYMENTS

- 13.1 All sums payable by the Guarantor under this Deed must be made to the Minister:
- (a) in full in such manner as the Minister may direct;
 - (b) in the same currency as the relative payments were due to be made by the Principal;
 - (c) subject to clause 13.2 free of any present or future taxes, levies, imposts, duties, charges, fees or withholdings; and
 - (d) without set-off or counterclaim or any restriction condition or deduction whatsoever.
- 13.2 If the Guarantor is compelled by law to make any deduction or withholding from any payment due under this Deed for the account of the Minister, the Guarantor must promptly pay to the Minister such additional amount as would result in the net amount received by the Minister being equal to the full amount which would have been receivable had there been no deduction or withholding.
- 13.3 The Guarantor hereby indemnifies the Minister against any losses or costs incurred by the Minister by reason of any failure of the Guarantor to make the deduction or withholding referred to in clause 13.2.
- 13.4 If, and to the extent that the Guarantor pays any additional amount under clause 13.2 and the Minister receives and retains the benefit of a refund of tax or credit against tax on its overall net income which is identified by the Minister as attributable to the tax that was so withheld or deducted, the Minister shall, to the extent that the Minister can do so in his sole opinion without prejudicing the retention of the refund or credit and without prejudice to his rights to obtain any other relief or allowance which may be available to him and to conduct his own tax affairs as he sees fit, reimburse to the Guarantor such amount as it shall determine will leave the Guarantor after reimbursement in no better or worse position than it would have been if the payment of the relevant additional amount had not been required.

14. CURRENCY

- 14.1 Without prejudice to the provisions of clause 13.1(b), if a payment is made by the Guarantor in a different currency from that in which the obligations to the Minister are denominated, the Guarantor's obligations to the Minister will only be satisfied to the extent that the Minister may, in accordance with normal banking procedures, on the Business Day following receipt of the different currency, purchase in the appropriate foreign exchange market, the denominated currency.
- 14.2 Any amounts which the Minister recovers under any judgment of any Court against the Guarantor in respect of any of the Guarantor's liabilities under this Deed (which is in a currency other than the currency in which the Principal's obligations are denominated) will as soon as is reasonably practicable be converted (if necessary) into the currency or currencies of denomination of the Principal's liabilities.
- 14.3 If any currency conversion pursuant to clause 14.1 or 14.2 results in an amount which is less than the liabilities of the Guarantor in the denominated currency, the Guarantor agrees as a separate obligation (which will not merge in any judgment), to indemnify the Minister against any such deficiency.
- 14.4 If any currency conversion pursuant to clause 14.2 results in an amount which exceeds the liabilities in the denominated currency, the Minister will return such excess to the Guarantor as soon as is reasonably practicable.

15. NOTICES

- 15.1 Any notice or demand pursuant to this Deed will be deemed to have been sufficiently given if sent by prepaid post to the registered office of the Guarantor or as agreed by the parties.
- 15.2 Any such notice or demand sent by post will be deemed to have reached the Guarantor at the expiration of seven days after it has been posted and will be effective notwithstanding that it has been returned undelivered and, in proving such service, it will be sufficient prove that the notice or demand was properly addressed and posted.

16. CERTIFICATE

- 16.1 A certificate in writing signed by a person authorised by of the Minister as to the amount of the Principal's liabilities to the Minister or the total amount recoverable under this Deed will be prima facie evidence for all purposes against the Guarantor, except in the case of manifest error. The Guarantor may dispute the terms of the certificate but pending resolution of any such dispute, all amounts demanded hereunder shall be paid.
- 16.2 The Minister need not advise the Guarantor of his dealings with the Principal or of any default by the Principal of which the Minister may have knowledge.

17. SCHEMES OF ARRANGEMENT

- 17.1 This Deed will not be discharged, nor will the Guarantor's liability be affected, by any reduction occurring in, or other arrangement being made relating to the Principal's liabilities to the Minister as a result of any arrangement or composition, made pursuant to any of the provisions of the *Companies (Amendment) Act 1990* or any analogous provisions or made pursuant to any proceedings or actions whatsoever and whether or not following the appointment of a receiver, trustee, liquidator, receiver or examiner or any similar officer to the Principal or over all or a substantial part of the assets of the Principal.
- 17.2 The Guarantor agrees that the amount recoverable by the Minister from the Guarantor under this Deed will be the full amount which would have been recoverable by the Minister from the Principal had no such arrangement or composition been entered into subject to any payments received by the Minister from the Principal under any such arrangement or composition.

18. ASSIGNMENT

- 18.1 The Guarantor shall not assign any interest in this Deed without the prior written consent of the Minister.
- 18.2 The Minister may only assign the benefit of this Deed to any emanation of the State of Ireland as a result of transfer of statutory functions and by notice in writing to the Guarantor and this Deed may be enforced by any such assignee and proceeded on in the same manner as if such assignee had been named herein instead of the Minister.

19. WAIVER

- 19.1 A waiver is of no force and effect unless it is given in writing.
- 19.2 No delay, omission or forbearance by a party in enforcing a power or right will be deemed a waiver of that party's right to enforce that power or right.

- 19.3 Any single or partial exercise of any power or right shall not preclude any future exercise of that power or right.
- 19.4 Any waiver of a power or right in a particular instance will not constitute a future waiver of that power or right in any other circumstance or in any way limit a party's future ability to exercise that power or right.

20. **SEVERABILITY**

- 20.1 If any provision of this Deed 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 will be severed and the remainder of this Deed will remain in full force and effect.
- 20.2 As soon as is reasonably practicable, but in any event no more than 10 Business Days after a provision of this Deed becomes or is declared invalid, unenforceable or illegal, the parties must meet and use all reasonable endeavours to agree terms which, to the maximum extent possible, return each of the parties to the position that they would have been in had the provision not been or not become invalid, unenforceable or illegal.
- 20.3 The parties must comply with this Agreement as amended in accordance with this clause 20.

21. **COUNTERPARTS**

- 21.1 This Deed may be executed in any number of counterparts and the counterparts together will form one and the same Deed.

22. **GOVERNING LAW**

- 22.1 This Deed will be governed and construed in accordance with the laws of Ireland.
- 22.2 The parties hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Ireland.

IN WITNESS whereof this Deed has been executed and delivered the day and year first herein WRITTEN.

EXECUTED AS A DEED by
GENERAL ELECTRIC INTERNATIONAL Inc
in the presence of:

Karen Haus
Signature of Witness

Karen Haus
Name of Witness

4204 Wildwood Parkway, Atlanta, GA 30339
Address of Witness

Executive Administrator
Occupation of Witness

Steven Zwolinski
Steven Zwolinski
Vice President

PRESENT when the Official Seal of the Minister
for Communications, Marine and Natural
Resources was affixed and was authenticated
by the Signature of:

Joe Ryan
Signature of Witness

JOE RYAN
Name of Witness

DEPT. COMM. MARINE & NATURAL RESOURCES
Address of Witness

CIVIL SERVANT
Occupation of Witness

Joe Ryan
A person authorised under Section 15(1) of
the Ministers and Secretary's Act, 1924 to
authenticate the seal of the Minister.

COVER NOTE

MARSH

Marsh Ltd
Client & Market Services for
MARINE & ENERGY PRACTICE

THIS IS NOT AN INSURANCE POLICY
Please examine this document carefully
including the security and advise us
immediately if it is incorrect or does
not meet your requirements.

GE WIND ENERGY LLC
13000 JAMESON ROAD
TEHACHAPI, CA 93581
USA

FOR ATTN: JANE GIBBS

Date: 29th May 2003

OUR REF: STEPHEN WENT

Please always quote this No: HJ401603 / 1

In accordance with your instructions we have arranged cover as follows:

TYPE: ERECTION ALL RISKS AND THIRD PARTY LIABILITY INSURANCE.

POLICY FORM: J(a) and wording to be agreed by Underwriters.

ASSURED: Principal Assureds:

Arklow Energy Ltd and any financiers and/or subsidiary companies, as were, are or maybe constituted or acquired and any affiliated and/or associated and/or interrelated and/or controlled companies of the above as they now exist or may hereafter be constituted for which the Principal Insured had, has or may have the responsibility for purchasing insurance.

The Minister for Communications, the Marine and Natural Resources (the Minister) and the Lessor (being Sure Partners Ltd), their officers, servants, agents, employees, workers and contractors while they are in, on or transported to the Leasehold Area or any Facility of the Lessee.

The Principal Assured, Arklow Energy Ltd is owned 100% by G E Arklow Energy BV which is in turn owned 1% by G E Wind Inc and 99% by G E Energy Inc.

Other Assureds:

G E Wind GmbH and/or G E Rental Ireland and/or Project Managers and/or Contractors and/or Sub-Contractors and/or Manufacturers and/or Suppliers, Vendors, Licensors, Engineers and Consultants for their respective rights and interests.

The Company may place business with markets with which it or its affiliates are connected. Also, it may have arrangements with certain markets that generate revenue to the Company based on general trading. No representation is hereby made in relation to the financial security of insurers hereon. Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices". This may be viewed on our website www.marsh.co.uk/aboutMarsh/principles.html

Registered in: England Number: 1507274
Registered Office: 1 Tower Place West Tower Place London EC3R 5BU
Marsh Ltd is a member of the General Insurance Standards Council

 Marsh & McLennan Companies

MARSH**CONTINUATION SHEET**

Page 2 of 11

Attaching to and forming
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PERIOD:Sections 1 and 2

To cover the period of installation, which is scheduled to start on the 19th May 2003 or date to be agreed by Underwriters with expected completion 17th December 2003 insuring in respect of each part, item or portion of the property insured herein which is at risk of an Assured at inception or which becomes at risk of an Assured after inception and shall cover continuously thereafter until completion of the last part item or portion of the property insured herein, or until attachment of separate operating insurance(s).

Subject also to 12 months discovery concurrent with maintenance period that applies from provisional acceptance and commencement of operational insurance(s) expected not beyond 17th December 2003 or extensions to be agreed by Underwriters. Additional premium to be agreed by Underwriters.

INTEREST:

Design, Engineering, Fabrication, Construction, Load out, Transit/Tows, Installation, Cable-laying, tie-ins, hook-up, pre-commissioning, testing and all work in connection with the Arklow Bank Wind Park.

Section 1

'All Risks' of physical loss or physical damage in respect of the Arklow Bank Wind Park property as scheduled plus removal of Wreck / Debris and Sue and Labour.

Section 2

Third Party Legal and Contractual Liabilities.

SUM INSURED/
LIMIT - (100%):Section 1

EUR 39,307,982 being the estimated insurable contract value (ECV) in respect of Phase I.

Plus additional amounts for Removal of Wreck/Debris, Sue and Labour and other coverages as per wording.

Escalation, Sue and Labour and Removal of Wreck/Debris subject to an additional limit of 25% each but not to exceed 50% of Final Contract Value in total.

Section 2

EUR 15,000,000 any one occurrence.

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MARSH**CONTINUATION SHEET**

Page 3 of 11

Attaching to and forming
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DEDUCTIBLES
(100%):**Section 1**

- a) EUR 250,000 each and every occurrence not included in b) below.
- b) EUR 150,000 each and every occurrence in respect of all cargo and transit movements, other than tows or transits of completed items to offshore site, and all onshore grid extension, switch station installation, onshore cabling and associated maintenance.

Section 2

EUR 100,000 each and every occurrence in respect of Third Party Liability but nil in excess of applicable Contractors underlying policy.

LOCATION:

Worldwide in respect of all property and materials destined for the Arklow Bank Wind Park, offshore Arklow, Eire.

CONDITIONS
APPLICABLE TO
ALL SECTIONS:

All terms, clauses and conditions as per wording to be agreed to by Underwriters and based on WindCAR 2003.

LBG2/96 Consequences Defect Exclusion as attached.

Additional Work Clause as attached.

Stand-By Charges Clause as attached.

Series Loss Clause as attached.

Offshore Cancellation Cost Clause as attached.

Tests, Leak And/Or Damage Search Costs Clause, Stand-by Charges, Offshore Cancellation Costs and Forwarding Charges Clause each limited to

EUR1,500,00 each and every occurrence and EUR3,000,000 in the aggregate.

Warranty Surveyor scope of work as attached.

[Warranty Surveyor for blade shipments from Brazil is Ewing International, affiliated with Cargo Solutions.

Warranty Surveyor Fee 2.5% of net premium as incurred, subject receipts.

Premium in respect of Sections 1 and 2 due within 60 days of inception.

In respect of Offshore operation only, Addendum 42B Buy-back to apply, attached – paramount provision deleted.

Subject to Irish law and jurisdiction.

Institute Extended Radioactive Contamination Exclusion Clause CL 356A, attached.

Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause CL 365, attached.

Premium Payment Clause LSW 3000 (60/30) as attached.

Manufacturer's Warranty as attached.

The Company may place business with markets with which it or its affiliates are connected.

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No representation is hereby made in relation to the financial security of insurers hereon.

Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices".

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MARSH**CONTINUATION SHEET**
Page 4 of 11Attaching to and forming
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not meet your requirements.

The Assured may cancel this policy ab initio within 60 days of inception, subject to no losses within this 60 day period in the event that the project is cancelled or delayed due to events beyond the control of the Assured and in the event that no exposure has attached hereunder.

**PREMIUM/
RATES:**

As per worksheet attached. Premiums applicable in respect of Sections 1 and 2 are Adjustable on Final Contract Values.

INFORMATION:

Arklow Bank Underwriting Information Pack dated 12th May 2003 deemed exhibited herewith and containing the following documents:

Risk Overview,
Project Schedule and
Turbine Location map.

**SEVERAL
LIABILITY
NOTICE:**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

HEREON:

100.000000%

Signing Schedule

14.062500%	Lloyd's Underwriter Syndicate No. 0510 KLN
14.062500%	Lloyd's Underwriter Syndicate No. 0457 WTK
14.062500%	Lloyd's Underwriter Syndicate No. 1225 AES
4.687500%	Lloyd's Underwriter Syndicate No. 2623 AFB
4.687500%	Lloyd's Underwriter Syndicate No. 0623 AFB
7.031250%	Lloyd's Underwriter Syndicate No. 1183 TAL
9.375000%	Lloyd's Underwriter Syndicate No. 1209 XL
7.031250%	Lloyd's Underwriter Syndicate No. 2001 AML

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MARSH**CONTINUATION SHEET**

Page 5 of 11

Attaching to and forming
part of Cover Note No: HJ401603/1**THIS IS NOT AN INSURANCE POLICY**Please examine this document carefully
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25.000000%

Commonwealth Insurance Company

100.000000%



Authorised Signatory

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MARSH**CONTINUATION SHEET**

Page 9 of 11

Attaching to and forming
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01/11/02

INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

CL 356 A

The Company may place business with markets with which it or its affiliates are connected. Also, it may have arrangements with certain markets that generate revenue to the Company based on general trading. No representation is hereby made in relation to the financial security of insurers hereon. Marsh Ltd conducts its general insurance activities on terms that are set out in the document "Our Business Principles and Practices". This may be viewed on our website www.marsh.co.uk/aboutMarsh/principles.html

MARSH**CONTINUATION SHEET**

Page 10 of 11

Attaching to and forming
part of Cover Note No: HJ401603 / 1

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**INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS
AND CYBER ATTACK EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 any chemical, biological, bio-chemical or electromagnetic weapon
 - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

CL 365

The Company may place business with markets with which it or its affiliates are connected.
Also, it may have arrangements with certain markets that generate revenue to the Company based on general trading.
No representation is hereby made in relation to the financial security of insurers herein.
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MARSH**CONTINUATION SHEET**

Page 11 of 11

Attaching to and forming
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not meet your requirements.**PREMIUM PAYMENT CLAUSE**

The (Re)Insured undertakes that premium will be paid in full to underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 30 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01
LSW3000

The Company may place business with markets with which it or its affiliates are connected.
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WINDCAR 2003 – GE Arklow Bank Windpark

SECTION II--LIABILITY

INSURING AGREEMENT

1. COVERAGE

Underwriters agree, subject to the limitations, terms, conditions and exclusions herein, to indemnify the Assured(s) for Ultimate Net Loss which the Assured(s) shall be obligated to pay by reason of

- i. liability imposed upon the Assured(s) by law, and/or
- ii. Express Contractual Liability,

for Bodily Injury or Property Damage caused by an Occurrence, provided always that the Occurrence takes place during the Project Period and arises out of the activities described in the Scope of Insurance section herein.

2. DEDUCTIBLE

Regardless of the number of:

- i. Assureds under the Policy,
- ii. persons or organisations who sustain Bodily Injury or Property Damage, or
- iii. claims made or suits brought on account of Bodily Injury or Property Damage,

Underwriters shall only be liable for Ultimate Net Loss exceeding the Deductible set forth in Item 5 of the Declarations in respect of each and every Occurrence including expenses, liability, debris removal, uncollected accrued charges and legal fees, and/or defence charges, or all combined.

3. LIMIT OF LIABILITY

The Section II Limit of Liability stated in Item 4 of the Declarations is the limit of Underwriters' liability under Section II for all Ultimate Net Loss by reason of any one Occurrence without regard to the number of Assureds, claims or claimants. The Limit of Liability shall be reduced and may be exhausted by Ultimate Net Loss payments. Underwriters shall not be obligated to make any Ultimate Net Loss payment once the Limit of Liability is met, or upon deposit of the available Limit of Liability in a court of competent jurisdiction.

1. DEFENCE AND SETTLEMENT

Underwriters shall not be called upon to assume charge of the settlement or defence of any claim or suit brought or proceeding instituted against the Assured(s), but Underwriters shall have the right and shall be given the opportunity to associate with the Assured(s) in the defence and control of any claim, suit or proceeding relative to an Occurrence where the

claim or suit involves, or appears reasonably likely to involve amounts payable by Underwriters, in which event the Assured(s) and Underwriters shall co-operate in all things in the defence of such claim, suit or proceeding.

TERMS AND CONDITIONS

(Section II only)

1. NOTICE TO UNDERWRITERS

In the event of an Occurrence, the Assured(s) shall provide written notice to Underwriters as soon as is practicable stating the following:

- (1) the specific Occurrence; and
- (2) the damages which may result or has resulted from the Occurrence; and
- (3) the circumstance by which the Assured(s) first became aware of the Occurrence.

In respect of Claims to which Section II, Exclusion 15 applies, the Assured(s) shall provide such notice within the timing requirements set forth in that exclusion.

2. ADMISSION OF LIABILITY

The Assured(s) shall not in any way acknowledge or admit any liability on account of any Occurrence nor settle nor negotiate the settlement of any claim or suit resulting therefrom, nor without the consent of Underwriters, incur any expense other than such immediate medical or surgical aid as is imperative at the time of the accident.

3. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Assured(s) covering a loss also covered by this Section II of the Policy, other than insurance that is specifically stated to be excess of the Policy, the insurance afforded by Section II shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make the Policy subject to the terms, conditions and limitations of other insurance.

4. CROSS LIABILITIES

In the event of one Assured incurring liability to any other of the Assureds, this Section II of the Policy shall cover the Assured against whom the claim is or may be made in the same manner as if separate policies had been issued to each Assured. However, the inclusion of more than one Assured hereunder shall not operate to increase the Limit of Liability.

In no case shall this Section II of the Policy provide coverage for any physical loss of or physical damage to or defects discovered in the property insured under Section I.

Coverage in respect of Other Assureds does not apply to actual or alleged liability to other contractors and/or vendors and/or suppliers for consequential loss, loss of profit or business interruption.

DEFINITIONS
(Section II only)

1. **"BODILY INJURY"** means bodily injury, sickness or disease, including death resulting therefrom (and including damages allowed for loss of services) and mental anguish, provided such injuries are accidentally sustained by any person by reason of the Assured's operations as declared hereto.
2. **"CLAIMS EXPENSES"** shall mean reasonable legal costs and other expenses incurred by or on behalf of the Assured(s) in the defence of any covered claim including attorney's fees and disbursements, investigation, adjustment, appraisal, appeal costs and expenses and pre- and post- judgement interest, excluding salaries, wages and benefits of the Assured's employees and the Assured's administrative expenses.
3. **"DAMAGES"** shall mean compensatory damages, monetary judgements, awards, and/or compromise settlements entered with Underwriters' consent, but shall not include fines or penalties, punitive damages, exemplary damages, equitable relief, injunctive relief or any additional damages resulting from the multiplication of compensatory damages.
4. **"EXPRESS CONTRACTUAL LIABILITY"** means liability that the Assured has expressly assumed prior to any Occurrence covered by this Policy in:
 - a. any written contract; or
 - b. any oral contract reduced to writing within 7 days after the contract is orally agreed.
5. **"OCCURRENCE"** means an accident, including continuous or repeated exposure to conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Assured.
6. **"PROPERTY DAMAGE"** means physical loss of or direct damage to or destruction of tangible property, including the loss of use thereof, and including the loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence during the Policy Period, and such losses are accidentally sustained by reason of the Assured's operations as declared to Underwriters.
7. **"ULTIMATE NET LOSS"** shall mean the total sum the Assured is obligated to pay as Damages, and shall include Claims Expenses in respect of claims covered under this Policy.

EXCLUSIONS

(Section II only)

The insurance afforded by Section II does not apply to actual or alleged liability:

1. arising out of operations in intentional violation of any national, international, federal or state statute or law;
2. caused by any automobile, tractor, trailer, vehicle (other than hand propelled), team, locomotive, freight cars or aircraft whilst outside confines of the contract works site. This exclusion shall not apply to any crawler type tractor, ditch or trench digger, power crane, shovel, grader, scraper and similar equipment, not subject to motor vehicle registration;
3. for Bodily Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of:
 - a. war (whether declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of property by or under the order of any government or public or local authority; or
 - b. the consequence of any act for political or terrorist purposes of any person or persons whether or not agents of a sovereign power and whether or not the loss, damage or expenses resulting therefrom is accidental or intentional;
4. for indemnification of persons for damage to or loss of their tools, materials or equipment while performing operations for any Assured;
5. arising out of the use or operation of watercraft, whether owned, time chartered, bareboat chartered or operated by any Assured, or for which any Assured may be responsible other than as declared hereto;
6. to an Assured's employees, whether the Assured is liable as an employer or in any other capacity, including without limiting the generality of the foregoing any liability under any workers' compensation law, unemployment compensation law, disability benefit law, United States Longshoremen's and Harbour Workers' Compensation Act, Jones Act, Death on the High Seas Act, General Maritime Law, Federal Employers' Liability Act, or any similar laws of liabilities, and/or whether by reason of the relationship of master and servant or employer and employee or not.
7. to the spouse, child, parent, brother, sister, relative, dependent or estate of any employee of an Assured arising out of the bodily and/or personal injury to or illness or death of said employee, whether the Assured may be liable as an employer or in any other capacity whatsoever;
8. arising out of Bodily Injury to any employee of the Assured, including without limiting the generality of the foregoing any such liability for (i) indemnity or contribution whether in tort, contract or otherwise and (ii) any liability of such other parties assumed under contract or agreement;

9. of any employee of any Assured with respect to Bodily Injury to another employee of the Assured sustained in the course of such employment;
10. which any director, officer, partner, principal, employee or stockholder of the Assured may have to any employee of any Assured;
15. for Bodily Injury or Property Damage directly or indirectly caused by or arising out of seepage, pollution or contamination however caused whenever or wherever happening;

This exclusion shall not apply when the Assured has established all of the following conditions:

- a. the seepage, pollution or contamination was caused by an event;
- b. the event first commenced on an identified specific date during the Policy Period set out in Item 3 of the Declarations;
- c. the event was first discovered by the Assured within 14 days of such commencement;
- d. Underwriters received written notification of the event from the Assured within 60 days of the Assured's first discovery of the event; and
- e. the event did not result from the Assured's intentional violation of any statute, rule, ordinance or regulation.

Even if the above conditions a) to e) are satisfied, this policy does not apply to any actual or alleged liability:

- i. to evaluate, monitor, control, remove, nullify or clean up seeping, polluting or contaminating substances to the extent such liability arises solely from any obligations imposed by any statute, rule, ordinance, regulation or imposed by contract;
- ii. to abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party;
- iii. for seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Assured, or which is or was at any time in the care, custody or control of any Assured (including the soil, minerals, water or any other substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control);
- iv. arising directly out of the transportation by the Assured of oil (other than fuel or other substances used in furtherance of the Assured's operations) or other similar substances by watercraft; or
- v. arising directly or indirectly from seepage, pollution or contamination which is intended from the standpoint of the Assured or any other person or organisation acting for or on behalf of the Assured;

16. for or arising out of the handling, processing, treatment, storage, disposal, dumping, monitoring, controlling, removing or cleaning-up of any waste materials or substances, or arising out of such waste materials during transportation;
17. for loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
18. for loss of or damage to sub-surface oil, gas, water, or other substance or material, or for the cost or expense of reducing to physical possession above the surface of the earth any oil, gas, water, or other substance or material, or for the cost or expense incurred or rendered necessary to prevent or minimise such loss or damage;
19. for fines, penalties, punitive or exemplary damages, including treble damages or any other damages resulting from multiplication of compensatory damages;
20. arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name, including any container thereof;
21. for damage to or loss of or loss of use of:
 - i. property owned or occupied by or rented or leased to the Assured;
 - ii. property used by the Assured; or
 - iii. property in the care, custody or control of the Assured or over which the Assured is for any purpose exercising physical control;
21. for the costs of removal, recovery, repair, alteration or replacement of any product (or any part thereof) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired or altered by or on behalf of the Assured in the normal course of the Assured's operations;
22. arising from any negligence, error or omission, malpractice or mistake in providing or failing to provide professional services, which is committed or alleged to have been committed by or on behalf of any Assured in the conduct of any of the Assured's business activities. Professional services include but are not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and supervisory, inspection, engineering, or data processing services;
23. for Bodily Injury or Property Damage directly or indirectly arising out of: asbestos; carpal tunnel; coal dust; polychlorinated biphenyl's; methyl tertiary butyl ether; silica; benzene; lead; talc; dioxin; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof;
24. for Bodily Injury, Property Damage or expense directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - iv. radioactive contamination however caused whenever or wherever happening;
25. assumed under a warranty for the fitness or quality of the Assured's products or a warranty that work performed by or on behalf of the Assured will be done in a workmanlike manner;

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
NYC-001730911-01

PRODUCER

Marsh USA, Inc.
1166 Avenue of Americas
New York, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A ACE AMERICAN INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

024880-GE-EL-

INSURED

General Electric Company/
GE Wind Energy GmbH
Holsterfeld 16,
48499 Salzbergen Germany

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	☐ COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$
	☐ CLAIMS MADE ☐ OCCUR				PRODUCTS - COMP/OP AGG \$
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				
	☒ ANY AUTO				COMBINED SINGLE LIMIT \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS				PROPERTY DAMAGE \$
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				
	☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				
	☐ UMBRELLA FORM				EACH OCCURRENCE \$
	☐ OTHER THAN UMBRELLA FORM				AGGREGATE \$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				WC STATU- TORY LIMITS OTH- ER \$
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
A	OTHER EMPLOYERS LIABILITY	CSZ 0301247	12/01/02	12/01/03	5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

The Minister for Communications
Coastal Zone Management Division
Department of Communications Marine and Natural Resources,
Leeson Lane, Dublin 2
Attn: Tom Burke

CANCELLATION

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MARSH USA INC.

BY: Laura M. Tesoriero

Laura M. Tesoriero

MM1(3/02)

VALID AS OF: 05/28/03

SPECIAL CERTIFICATE OF INSURANCE - SPC25747

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW		COMPANIES AFFORDING COVERAGES	
NAME AND ADDRESS OF INSURANCE COMPANY: ELECTRIC INSURANCE COMPANY 152 CONANT STREET, BEVERLY, MA 01915		COMPANY LETTER	A ELECTRIC INSURANCE COMPANY
		COMPANY LETTER	B
		COMPANY LETTER	C
FOR REVISIONS, RENEWAL OR QUESTIONS ON THIS CERTIFICATE CONTACT: STEPHEN G. PALENSCAR 152 CONANT ST. BEVERLY, MA 01915 Phone (978) 524-5210 Fax (978) 524-5278		COMPANY LETTER	D
NAME AND ADDRESS OF INSURED: GE Wind Energy GmbH Holsterfeld 16 , 48499 Salzbergen, Germany			

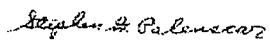
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY ☒ COMMERCIAL FORM ☒ PREMISES-OPERATIONS ☒ XCU ☒ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ BLANKET CONTRACTUAL INSURANCE ☒ BROAD FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ SEPARATION OF INSURED ☒ PERSONAL INJURY ☒ OCCURRENCE FORM	N/A	N/A	BODILY INJURY AND PROPERTY DAMAGE COMBINED	N/A	N/A
	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED	N/A	N/A	BODILY INJURY AND PROPERTY DAMAGE COMBINED	N/A	N/A
A	EXCESS LIABILITY ☒ FOLLOWING FORM	XS 02-1	12/1/02 TO 12/1/03	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$15,000,000	\$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Includes USLS&HW and Jones Act Coverage and 'All States' Endorsement	N/A	N/A	☒ STATUTORY LIMITS	N/A	N/A
				EACH ACCIDENT	N/A	N/A
				DISEASE - POLICY LIMIT	N/A	N/A
				DISEASE - EACH EMPLOYEE	N/A	N/A

LOCATION:

REMARKS: This policy provides worldwide coverage excess of Employers Liability as provided under various policies.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BELOW, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

NAME AND ADDRESS OF CERTIFICATE HOLDER: The Minister for Communications, Coastal Zone Management Division, Attn: Tom Burke Department of Communications Marine and Natural Resources, Leeson Lane, Dublin 2	DATE ISSUED: 5/23/2003  Stephen G. Palenscar Authorized Representative
CONTRACT NO.:	

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
NYC-001730913-01

PRODUCER

Marsh USA, Inc.
1166 Avenue of Americas
New York, NY 10036

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COMPANIES AFFORDING COVERAGE

COMPANY

A ACE AMERICAN INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

024880-GE-EL-

INSURED

General Electric Company
GE Energy Rentals (Ireland) Limited
Toughers Industrial Park, Unit 1c
Newhall, Naas, Co. Kildare**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	☐ COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$
	☐ CLAIMS MADE ☐ OCCUR				PRODUCTS - COMP/OP AGG \$
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				
	☒ ANY AUTO				COMBINED SINGLE LIMIT \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS				PROPERTY DAMAGE \$
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				
	☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				
	☐ UMBRELLA FORM				EACH OCCURRENCE \$
	☐ OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				WC STATUTORY LIMITS OTHER \$
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
A	OTHER EMPLOYERS LIABILITY	CSZ 0301247	12/01/02	12/01/03	5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDERThe Minister for Communications
Coastal Zone Management Division
Department of Communications Marine and Natural Resources,
Leeson Lane, Dublin 2
Attn: Tom Burke**CANCELLATION**SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

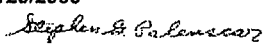
BY: Laura M. Tesoriero

Laura M. Tesoriero

MM1(3/02)

VALID AS OF: 05/28/03

SPECIAL CERTIFICATE OF INSURANCE - RSPC25748

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW				COMPANIES AFFORDING COVERAGES		
NAME AND ADDRESS OF INSURANCE COMPANY: ELECTRIC INSURANCE COMPANY 152 CONANT STREET, BEVERLY, MA 01915 FOR REVISIONS, RENEWAL OR QUESTIONS ON THIS CERTIFICATE CONTACT: STEPHEN G. PALENSCAR 152 CONANT ST. BEVERLY, MA 01915 Phone (978) 524-5210 Fax (978) 524-5278				COMPANY LETTER	A ELECTRIC INSURANCE COMPANY	
				COMPANY LETTER	B	
				COMPANY LETTER	C	
NAME AND ADDRESS OF INSURED: GE Energy Rentals (Ireland) Limited Toughers Industrial Park, Unit C1 , Newall , Nass , County Kildare				COMPANY LETTER	D	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY ☒ COMMERCIAL FORM ☒ PREMISES-OPERATIONS ☒ XCU ☒ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ BLANKET CONTRACTUAL INSURANCE ☒ BROAD FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ SEPARATION OF INSURED ☒ PERSONAL INJURY ☒ OCCURRENCE FORM	N/A	N/A	BODILY INJURY AND PROPERTY DAMAGE COMBINED	N/A	N/A
	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED	N/A	N/A	BODILY INJURY AND PROPERTY DAMAGE COMBINED	N/A	N/A
A	EXCESS LIABILITY ☒ FOLLOWING FORM	XS 02-1	12/1/02 TO 12/1/03	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$15,000,000	\$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY Includes USLS&HW and Jones Act Coverage and 'All States' Endorsement	N/A	N/A	☒ STATUTORY LIMITS	N/A	N/A
				EACH ACCIDENT	N/A	N/A
				DISEASE - POLICY LIMIT	N/A	N/A
				DISEASE - EACH EMPLOYEE	N/A	N/A
LOCATION:						
REMARKS: This policy provides worldwide coverage excess of Employers Liability as provided under various policies.						
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BELOW, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.						
NAME AND ADDRESS OF CERTIFICATE HOLDER: The Minister for Communications, Coastal Zone Management Division, Attn: Tom Burke Department of Communications Marine and Natural Resources, Leeson Lane, Dublin 2 CONTRACT NO.:				DATE ISSUED: 5/23/2003  Stephen G. Palenscar Authorized Representative		

ARKLOW ENERGY LIMITED
Toughans Industrial Park, Unit 1C, Newhall, Naas, County Kildare
Company Number: 369950

Seamus Taaffe
GE Audit Engagement Partner
KPMG
1 Stokes Place
St Stephen's Green
Dublin 2

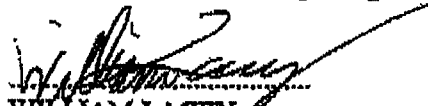
Appointment of Auditors

May, 2003

Dear Sir,

We, Herman Busschots and William Lacey, who are the two Directors of the Company, **HEREBY APPOINT**, KPMG to act as the Company's auditors, effective from the date herein. Please confirm that you agree to this appointment by signing this letter and returning a copy of the enclosed letter.

SIGNED by the following being the duly authorised directors of the Company:


.....
WILLIAM LACEY

Dated: 15th day of May, 2003


.....
HERMAN BUSSCHOTS

Dated: 15th day of May, 2003

ACKNOWLEDGED AND AGREED for and on behalf of KPMG:

By: 
.....

Dated: 16th day of May, 2003

GE WIND ENERGY

ARKLOW OFFSHORE WINDPARK

METHOD STATEMENT DECOMMISSIONING
--

GE Wind Energy recognize that, for all offshore wind farm developments, it is a statutory requirement to commit to fully decommission all at the end of the project's useful life. We have carried out research as how best to address this issue using current offshore techniques and equipment. Summarised below are the main components of the decommissioning process, taking into account the nature of the site at Arklow Bank.

DECOMMISSIONING of GENERATING EQUIPMENT

The decommissioning process for generating equipment (turbine components including blades, nacelle, and containerized transformer/electrical control system) will largely be the reversal of the installation process, and will be subject to the same constraints. Dismantling of the turbines themselves will require a jack-up rig/barge to ensure adequate control and to cope with the relatively high lifts and high crane hook loads. This external lifting plant will work in conjunction with the internal crane on the turbine itself.

If there is an opportunity to re-use the generating equipment at a new location, the same level of care should be applied during the dismantling process which is applied during installation. Any attempt to cut corners on procedures or equipment size during dismantling is likely to compromise safety and to impact on the condition of the generating equipment. Therefore all work should be undertaken in an entirely controlled manner, with each component being disconnected electrically and mechanically and carefully lowered onto a barge for transport away from the site.

The general methodology for carrying this out is as follows:

- a) De-energise and isolate from Grid (may be undertaken in phases)
- b) Remove transformer container from turbine platforms
- c) Remove individual blades or rotor as complete assembly using jack-up or shear-leg barge
- d) Remove nacelle including gearbox and generator
- e) Remove tower sections(s)
- f) Load sections onto barges for removal and tow to suitable offloading/disposal point

SUPPORT STRUCTURE DECOMMISSIONING

The preferred method for decommissioning the support structure (towers, platform, transition piece and monopile foundations) is also to remove the components in the reverse order of installation, again using the same marine and lifting equipment as used during installation. The one exception to this process pertains to the removal of the monopile foundations. These steel structures will be embedded (driven) some 20 metres into the seabed. It would not be feasible to remove the portion of these foundations which lies more than one or two metres below the seabed surface. The solution is to cut the pile off at that depth. This operation may be performed by divers and specialist remote cutting equipment. It is estimated that two teams of four divers operating underwater jetting cutters would take about 24hrs to cut off each pile, which could then be lifted out with a jack-up or shear-leg crane barge, although it is anticipated the latter would be adequate and more cost effective.

The pile can be cut-off below the sea-bed level with specialist in-pile cutting equipment that uses an underwater jet cutting technique. The inside of the pile is first cleaned out of spoil using airlift techniques and then the cutting equipment is lowered into the pile and set up to cut the tube at a pre-selected depth below the mud-line.

The general methodology for carrying this out is as follows:

- a) Cut off connection piece and upper part of monopile to just below sea-bed level using high

GE WIND ENERGY

ARKLOW OFFSHORE WINDPARK

METHOD STATEMENT DECOMMISSIONING
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The general methodology for carrying this out is as follows:

- a) Cut off connection piece and upper part of monopile to just below sea-bed level using high

- pressure water jets operating from small support vessel
- b) Use shear-leg barge to lift pile-top/connection-piece onto barge or jack-up platform.
- c) Transport to offloading/disposal point.
- d) Sea bed reinstatement/sweeping.
- e) Diver survey, sonar etc to check sea bed

DECOMMISSIONING of SUB-SEA CABLING

Buried cable removal techniques will be to some extent dependent on the burial method used, which may vary according to sub-sea conditions along the cable route. It is considered likely that if full removal of sub-sea cables is to be achieved then decommissioning costs will be of a similar order of magnitude to installation costs.

The general methodology for carrying this out is presumed as follows:

- a) Excavate cable (38kV and comms in same trench)
- b) Cut into sections or spool onto cable-laying vessel
- c) Transport to offloading/disposal point
- d) Backfill trench, sea bed reinstatement/sweeping.
- e) Diver survey, sonar etc to check sea bed

CONCLUSION

The above presents a summary that conveys that we are comfortable with the required processes of removal given today's technology. As more offshore windfarms are constructed and the offshore industry grows, we anticipate that these processes and the way in which we address them will become even more conventional and efficient.

GE WIND ENERGY

ARKLOW OFFSHORE WINDPARK

METHOD STATEMENT EROSION PROTECTION

Index

- 1. General**
- 2. Design**
- 3. Mobilization / demobilization of equipment and personnel**
- 4. Transport of stones, loading / unloading**
- 5. Seabed excavation**
- 6. Installation of filter layer**

1. General

GE Wind Energy will install seven wind turbines on the Arklow Bank, near the town of Arklow, County Wicklow, approximately 10 km from the shore at a water depth of four to ten meters.

This project takes into consideration an installation of turbines mounted on foundations of mono-pile structures.

Due to the foreseen changes to the existing current profile when installing these types of foundations, erosion protection around the piles will be necessary.

This proposed method describes our selected equipment and methods to fulfil this part of the job to satisfy both technical and environmental requirements.

The design of the proposed scour protection scheme is the result of extensive physical model testing at the hydraulic laboratory of HR Wallingford in Wallingford, Berkshire, UK.

2. Quantities foreseen by GE Wind

Assumptions:

- Water depth: 4-10 m
- max current: 0,9 m/s for excavation and installation
- max current at Arklow Bank may exceed 1.0 m/s approx 40% of the time during installation period

The foreseen erosion protection in the reference project can be summarized and interpreted as follows:

- 1/ Excavation of 1.0 m under slope 1 on 2 (30 degrees)
- 2/ Filter/armor layer with typical $D_{50} = 200$ mm
Thickness = 1.0 m
Diameter on top of layer = 25 m (radiating 10m outward from 5.0m diameter foundation wall)
Slope 1 on 2

This layer will be installed before piling of the monopile. The assumption is that this layer can be installed, and the monopile installed through it, without damage during the summer months.

- 3/ Access channel for pile n° 5

Excavation of an area of 50 m by 60 m, 2.5 m deep under slope 1 over 2 (30 degrees)

The stone- dredging volumes taken into consideration in our calculations are as follows:

Excavation : Theoretical volume : 491 m³ per foundation and on foundation n° 5: 7.500 m³. Total excavation approx 11,000 m³.

- Filter/armor layer :
 - Theoretical volume: 491 m³ / foundation

3. Mobilisation / demobilisation of equipment and personnel

A small crane vessel is mobilized to the site to excavate the bottom at the wind turbine locations.

The dedicated side-dumping Stone-Dumping Vessel or Hydro Soil Services, Pompei (or equivalent), will be mobilized for part of the works (installation of the filter layer). There will be no special modifications to the vessel. It will be used in its normal configuration as Dynamic Positioned Self-Discharging Rock-Dumping Vessel equipped with 4 separate stone bunker areas with 4 sliding / pushing doors. This vessel, with normal sailing crew on board when mobilising, will sail on its own propulsion to the job site.

Normal small crane vessels (small hopper barges with fixed hydraulic or cable cranes) will also be mobilised to the site to assist on the rock placing works. These crane-vessels can also be used to install the armor layer.

The supporting survey-vessel will be mobilized approx. two weeks before arrival of the Stone-Dumping Vessel.

If any additional bathymetric survey is needed of the area around each pile location, it will be performed prior to excavation.

A storage area for the stone does not need to be prepared because an existing facility in the port of Arklow, near the quay wall, may be used, or the stone will be procured from the quarry at Arklow.

The installation works will be performed working 7 days per week, 24hrs per day with intermediate demob and mob periods depending of the progression of the foundation works.

It is anticipated that each foundation location will be available for monopile pile-driving immediately upon completion of the scour protection for that turbine.

4. Transport of stones, loading / unloading

The scour protection stone material, after quality and specification final approval by GE Wind Energy, will be transported to the site, with Self-Discharging Vessels (2000-3000 tons per load). The choice of actual transported stone quantity for each load will be made at the time of transportation, depending on the weather conditions and other local conditions (such as permits, location of the final selected quarry)..

If the stone material comes from a non-local source, it is possible that the material will be unloaded temporarily stored on the quay wall at Arklow.

The same unloading set, existing of a hydraulic excavator (type CAT 375 or equivalent) and a wheel loader (type CAT 966 F or equivalent) will be used to load the rock-dumping vessel (RDV).

5. Seabed excavation

Before the installation of the erosion protection can start it may be necessary to conduct further bathymetric survey and side-scanning sonar survey of the different working areas. This work will be coordinated with and monitored by our retained archeological engineer, Mr. Donal Boland.

After the completion of the survey, if necessary, an excavation will be made by the crane vessel to a depth of 1.0 m below existing seabed level. Side slopes of one over two (30 degrees) should be stable on site until the stone dumping vessel can install the filter layer of stones. If not, then the side slopes will be made more gradual until stability is achieved. The excavated material will be deposited to the sides of the excavated areas and will not be brought to the water surface.

From previous archeological surveys, there is no indication that obstacles (wrecks and others) exist at the immediate locations of the turbine positions. If such an obstacle is discovered, then the turbine will be moved (no more than 50 m) to avoid the obstacle.

6. Installation of scour protection layer

Once the RDV is loaded to its maximum allowable capacity, the RDV will sail to the job-location. The filter layer will be installed before any other work (piling, etc.), which means there will not be any obstruction on the location. Therefore, the installation will be done by using the Dynamic Positioning System and the DGPS mounted on board (standard outfit) will be used.

Considering the maximum operating current of 0,9 m/s, it is possible that stone-dumping operations may occasionally have to wait for slack tide. Otherwise, the dumping activity is planned for around the clock.

The scour protection layer each individual turbine-location will be installed in one vessel position, as the maximum width of the stone storage is 28 m.

GE WIND ENERGY

ARKLOW OFFSHORE WINDPARK

METHOD STATEMENT FOUNDATION AND TURBINE INSTALLATION

METHOD STATEMENT FOR INSTALLATION

A. TRANSPORTATION

Nacelle, hub and electrical container

The equipment manufactured at GE Wind Energy's factory in Salzbergen, Germany, and will be transported by truck to the port facility at Brake, Germany, for final assembly and loading onto sea transport vessels. From there they will be shipped to the Port of Rosslare, Republic of Ireland, for final staging prior to installation. Components shipped in this manner include nacelle components, container with built-in transformer and electrical equipment, hubs with built-in blade regulations, special tools and other relevant equipment.

Blades

The blades for the 104m rotor are manufactured in Brazil by TECSIS. They will be transported by road to the port of Santos, near Sao Paolo, for sea shipment to the Port of Rosslare for further assembling with the hub.

Towers

The towers are manufactured at Bladt Industries A/s, Aalborg, Denmark. They also will be transported by ship to the Port of Rosslare for final staging.

Foundations

The foundations and transition pieces are manufactured at Sif/Smulders facilities in Rohrmond, Netherlands, and Hoboken, Belgium. The steel monopile foundations will be taken from the point of manufacture on a self-propelled jack-up barge directly to their installation location on Arklow Bank. The transition pieces, including work platform and ancillaries, will be transported on another barge to the Port of Rosslare for staging and final preparation for installation.

Submarine cables

The submarine cables between the turbines will be delivered by sea transport to the Port of Rosslare staging area in separate coils for each run. The cables for the run between the centre wind turbine of the row of seven and the landside switch house connection will be taken directly to Arklow Bank on the cable laying ship, coiled in one length for installation directly into the seabed.

Onshore cables

The onshore cables will be supplied directly to the site by ESB and transported by road. Onshore cables will be trenched in and properly marked in accordance with Irish and ESB standards of safety and security.

Switch House

The electrical panels, switchgear, and measuring equipment are all to be supplied directly to the landside switch house for installation by a local subcontractor.

Civil works

The civil works at the switch house will be designed and installed using conventional methods at the time called for in the programme.

B. INSTALLATION

Scour Protection

Prior to beginning the installation of the foundations and turbines, a layer of stone will be placed in the area of each turbine to protect against seabed erosion caused by local hydraulic action around the foundations. This process is the topic of a separate Method Statement.

Foundation, Transition and Platform

The foundations consist of cylindrical steel monopiles, 5.3m diameter, approximately 50m in length and weighing approximately 270 tonnes. They will be driven into the seabed using a hydraulic pile-driving hammer.

The monopiles will be delivered directly to the Arklow Bank on a self-propelled jack-up barge. They will be up-ended by the barge-mounted crane and tipped into the water using a hinged guide mounted on the edge of the jack-up barge. Once set into position by the crane, the crane then will also be used to place the driving hammer adaptor, guides and the hammer itself into position. Employing a soft-start technique, the hammer will be used to drive the pile approximately 30m into the seabed. During the driving process, constant checks will be made to ensure the necessary degree of verticality is maintained.

After all seven monopile foundations are installed, the pile-driving hammer will be returned to the port for further transportation back to its owner. Then the jack-up barge will load two complete sets of remaining wind turbine components, consisting of transition pieces, towers (two sections), turbine nacelle with electrical container, and complete rotor star consisting of three turbine blades attached to the cast steel hub. These components will be installed in sequence for each turbine on the foundations under the procedure described in detail below.

The transition piece, which is the top section of the foundation consisting of a 15m-long cylinder similar to the monopile, combined with pre-assembled fabricated steel work platform, switchgear cabinet, access ladders and J-tubes, will be lifted by crane into position from the jack-up vessel. The annular space between the outer wall of the foundation and the inner wall of the transition piece will then be filled with non-shrinking grout and allowed to cure for six to eighteen hours, depending on ambient temperature and humidity. Again, checks will be made to ensure a level, horizontal surface at the top of the transition piece prior to installing the tower and turbine nacelle.

Tower and Turbine

The wind turbine tower will be installed in two sections using the same crane and jack-up barge configuration as for the transition pieces. Then follows the fully

Appendix 2.2 – Tripartite Agreement

Dated *28 June* 2003

**MINISTER FOR COMMUNICATIONS,
MARINE AND NATURAL RESOURCES**

SURE PARTNERS LIMITED

ARKLOW ENERGY LIMITED

ARKLOW BANKS AGREEMENT

**A&L Goodbody
Solicitors**

TABLE OF CONTENTS

1.	Definitions and Interpretation	1
2.	Consent to Grant of Sub-Lease.....	5
3.	Variations to the Head Lease	6
4.	Decommissioning and Reinstatement.....	8
5.	Decommissioning and Reinstatement Security	10
6.	Insurance	11
7.	Representations and Warranties.....	12
8.	Ministers Undertakings and Acknowledgements.....	13
9.	Arklow Energy's Undertakings and Acknowledgements.....	15
10.	Dispute Resolution	17
11.	Termination	18
12.	Assignment and Change of Control.....	19
13.	Notices	20
14.	Waiver	21
15.	Variation	21
16.	Relationship of Parties	21
17.	Costs and Expenses.....	21
18.	Severability	21
19.	Survival of Clauses.....	22
20.	Counterparts	22
21.	Governing Law.....	22

SCHEDULES

Schedule 1 Leasehold Area

Schedule 2 Decommissioning and Reinstatement Guarantee

THIS AGREEMENT is made the 22nd day of June, 2003

BETWEEN

- (1) **THE MINISTER FOR COMMUNICATIONS, MARINE AND NATURAL RESOURCES (the Minister)** of the First Part
- (2) **SURE PARTNERS LIMITED**, an Irish corporation having its registered office at 8\10 Rock Hill, Main Street, Blackrock, Co. Dublin (SPL) of the Second Part; and
- (3) **ARKLOW ENERGY LIMITED**, an Irish corporation having its registered office at Toughers Industrial Park, Unit 1C, Newhall, Naas, Co. Kildare (Arklow Energy) of the Third Part.

INTRODUCTION

- A. On the 11th January 2002 the Minister and SPL, a 100% wholly owned subsidiary of Airtricity Holdings Limited, entered into a Foreshore Lease (the Head Lease) to construct, locate and operate a 520MW wind farm (the Arklow Bank Wind Farm) on the area known as Arklow Banks (the Head Leasehold Area).
- B. The terms of the Head Lease permit SPL to sub-let part of the Head Leasehold Area provided that SPL remains primarily liable under the Head Lease for the performance of all obligations under the Head Lease in relation to any part of the Head Leasehold Area which is sub-let, subject to the prior written consent of the Minister.
- C. Arklow Energy and Zeusford Limited (Zeusford), a 100% wholly owned subsidiary of Airtricity Holdings Limited (Airtricity) have entered into the Co-Development and Implementation Agreement whereby they have agreed to work together as co-developers of the first Phase of Arklow Bank Wind Farm comprising 7 Wind Turbines of type GE Wind 3.6s (having a combined Maximum Export Capacity of approximately 25.2MW) to be installed on the Leasehold Area (as defined below).
- D. Arklow Energy is developing, designing, constructing, funding, owning and operating the Facilities (as defined below). The Facilities are currently new and unproven technology. Therefore, in order to facilitate the certification of the Facilities, the Minister is prepared to grant a derogation from the requirements of Clause 4 of Schedule 3 of the Head Lease for a period of up to 7 years from the date of this Agreement, on the terms and conditions set out in this Agreement.
- E. Subject to the consent of the Minister, SPL has agreed to grant a sub-lease to Arklow Energy on the terms as set out in the Sub-Lease (as defined below) and as set out in this Agreement. SPL has applied for such consent and the Minister has agreed to grant such consent on the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Arbitration has the meaning set out in clause 10.7:

Assignment means any assignment, novation, transfer, sub-letting or any other legal or equitable parting with possession of any description, directly or indirectly or in whole or in part;

Business Day means a day that is not a Saturday, Sunday or a public or bank holiday in a place where an act is to be performed or a payment is to be made;

CER means the Commission for Energy Regulation established pursuant to section 8 of the *Electricity Regulation Act, 1999*;

Certificate of Completion of Decommissioning means a certificate issued by the Minister to Arklow Energy pursuant to clause 4.9;

Change in Control means any change in the Control of Arklow Energy;

Co-Development and Implementation Agreement means the Agreement of even date made between Ze usford and Arklow Energy;

Connection Agreement means any Generator Connection Agreement or Major User Connection Agreement entered into between ESB, or its successor in title, and Arklow Energy;

Control has the same meaning as in section 432 of the *Taxes Consolidation Act, 1997*;

Decommissioning and Reinstatement Bond means a bond in the form attached in Schedule 7 of the Head Lease;

Decommissioning and Reinstatement Guarantee means a guarantee in the form attached in Schedule 2 of this Agreement;

Decommissioning and Reinstatement Plan means a written plan, submitted by Arklow Energy in accordance with clause 4.2, setting out proposals for the removal, part removal, or leaving in place of any fixed Facility or Facilities (including proposals for the abandonment of foundations), together with reinstatement of the Leasehold Area including, if necessary, any adjacent Foreshore, and includes any revised Decommissioning and Reinstatement Plan;

Decommissioning and Reinstatement Security has the meaning set out in clause 5.2;

Dispute means a difference or dispute of whatsoever nature arising between all or any of the Parties under or in connection with this Agreement;

Dispute Notice has the meaning set out in clause 10;

Dispute Resolution Procedure means the procedure described in clause 10;

Encumber means to grant or create or cause or permit to be granted or created any mortgage, lien, pledge, assignment by way of security, charge, hypothecation, security interest, title retention or any other security agreement or arrangement having the effect of conferring security, or other form of encumbrance;

ESB means the ESB Networks or such other body for the time being performing the functions of the distribution system operator pursuant to the *European Communities (Internal Market in Electricity) Regulations, 2000* SI 445 of 2000;

Facilities means 7 GE 3.6 MW electricity generating wind turbines to be installed in the Leasehold Area, including foundations and necessary associated works, and all cables associated with such turbines, or any of them;

Foreshore has the same meaning as in section 1 of the Foreshore Act;

Foreshore Act means the *Foreshore Act, 1933*;

Foreshore Lease means a lease granted by the Minister pursuant to section 2(1) of the Foreshore Act;

Good Industry Practice means conducting activities in a proper and workmanlike manner in accordance with applicable international standards, methods and customarily used practices, with that degree of diligence and prudence reasonably and ordinarily exercised by skilled and experienced operators engaged in a similar activity under similar circumstances and conditions;

Guarantor means the guarantor pursuant to a Decommissioning and Reinstatement Guarantee;

Head Lease has the meaning set out in Recital A;

Insolvency Event means in respect of Arklow Energy or SPL, as the case may be:

- (1) Arklow Energy or SPL is unable to pay its debts within the meaning of section 214 of the *Companies Acts 1963 to 1999* or any analogous legislation or any indebtedness of Arklow Energy or SPL is not paid when due (save for normal trade debts or any debts which are disputed in good faith), any indebtedness of Arklow Energy or SPL is declared to be or otherwise becomes due and payable prior to its specified maturity or any creditor or creditors of Arklow Energy or SPL become entitled to declare any indebtedness of Arklow Energy or SPL due and payable prior to its specified maturity;
- (2) Arklow Energy or SPL commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness (except in the course of a solvent amalgamation or reconstruction), or with a view to agreeing a moratorium on its indebtedness or makes a general assignment for the benefit of or a composition with its creditors;
- (3) Arklow Energy or SPL takes any corporate action or other steps are taken or legal proceedings are started for its winding-up, protection by the court, dissolution, administration or re-organisation or for the appointment of a liquidator, receiver, examiner, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues or assets;
- (4) a distress, execution or other legal process, which is not being defended or appealed, in respect of a claim of €200,000 or more is levied, enforced or sued out upon or against any substantial part of the property or assets of Arklow Energy or SPL;
- (5) a person exercises its rights under an Encumbrance to take possession of the whole or any part of the undertaking, property or assets of Arklow Energy or SPL;
- (6) Arklow Energy or SPL stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on or changes its business or a substantial part of its business;
- (7) any judgement or order in an amount equal to or in excess of €50,000 is made or awarded against Arklow Energy or SPL and is not wholly stayed or complied with within 21 Business Days; or
- (8) the consolidated financial statements of Arklow Energy or SPL for any period contain a qualification that such statements do not reflect the financial position of Arklow Energy or SPL;

Installed Capacity means the nominal full load capacity of all generation units in respect of which the Operational Date has been achieved, as stated on the generation unit nameplates (including any MW consumed by generation unit auxiliary plant directly supplied from the generation unit terminals and other site load directly supplied by the generation units prior to connection with the transmission system);

Law means any Act of the Oireachtas, regulation, statutory instrument, European Community or other international obligation, direction of a regulatory or other competent authority, condition of any consent, authorisation, or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include the Sub-Lease;

Leasehold Area means the area defined in Schedule 1;

Marine Notice means a notice to mariners promulgated by Arklow Energy, which is drafted by the Marine Survey Office of the Department of Communications, Marine and Natural Resources at the request of Arklow Energy, outlining the location, nature and timing of proposed works in the marine environment, advising of amendments to such time scales as may be required as works progress and of the completion of such works;

Maximum Export Capacity means the maximum permissible amount of electricity to be exported onto the distribution system, expressed in MW, as set out in a connection offer from ESB or Connection Agreement, as the case may be;

MW means one or more megawatts of electrical power, as the context requires;

Operational Date has the same meaning as in the Head Lease;

Phase has the same meaning as in the Head Lease;

Security Amount means, subject to clause 5, the limit, from time to time, of the Decommissioning and Reinstatement Security, determined in accordance with clause 5.6;

Security Holder:

- (1) in relation to an Encumbrance granted pursuant to or in connection with the Head Lease, has the same meaning as in the Head Lease; and
- (2) in relation to an Encumbrance granted pursuant to or in connection with the Sub-Lease or this Agreement, means any beneficiary (including any trustee or agent on behalf of such beneficiary), of whom the Minister has notice, of any Encumbrance granted by Arklow Energy over the Sub-Lease, any Facilities or any contracts pursuant to which revenues are generated in connection with activities pursuant to the Sub-Lease;

Specifications shall have the meaning set out in the Head Lease;

Sub-Lease means the lease of even date herewith between SPL and Arklow Energy in respect of the Leasehold Area;

Subsidiary has the same meaning as in section 155 of the *Companies Act 1963*; and

Works means the construction, installation and testing of the Facilities on the Leasehold Area, such Facilities to comprise Phase 1 for the purposes of the Head Lease.

1.2. In this Agreement, unless the context otherwise requires:

- (1) unless otherwise defined in this Agreement, capitalised terms in this Agreement shall have the same meaning as in the Head Lease;
- (2) other grammatical forms of defined terms will have a corresponding meaning;
- (3) the table of contents and headings are for convenience only and do not affect interpretation;
- (4) words importing persons or Parties include any individual, body corporate, firm, corporation, joint venture, trust, unincorporated association, organisation or partnership and any other entity, in each case whether or not having a separate legal personality, and all references to persons includes their legal successors and permitted assignees;
- (5) including and similar words are not words of limitation; and
- (6) a reference:
 - (a) to a gender includes a reference to each other gender;
 - (b) to the singular includes a reference to the plural and vice versa;
 - (c) to legislation, regulations, directives, orders, directions, instruments, codes or other enactments includes any orders or regulations made pursuant to such legislation or other enactments and includes all amendments, modifications and replacements to such legislation, regulations, directives, orders, directions, instruments, codes or other enactments; and
 - (d) to a clause, Party, Schedule, Attachment or Appendix is a reference to a clause, Party, Schedule, Attachment or Appendix in or to, as the circumstances require, this Agreement.

2. CONSENT TO GRANT OF SUB-LEASE

2.1. For the purposes of clause 26.2(2) of the Head Lease, the Minister hereby consents to SPL granting the Sub-Lease of the Leasehold Area to Arklow Energy, subject to the following terms and conditions:

- (1) the term of the Sub-Lease shall not exceed 30 years;
- (2) subject to clauses 8.4(2), 8.4(3) and 8.4(4), 100% of the shares in Arklow Energy must be sold to Zeusford as soon as is reasonably practicable following the construction, testing and demonstration of the performance and operation of the Facilities, but in any event such sale of shares must occur within 7 years after the date of this Agreement, unless the prior written consent of the Minister is obtained;
- (3) Zeusford must be a Subsidiary of SPL at the date of acquiring the shares in Arklow Energy pursuant to clause 2.1(2);
- (4) it shall be a condition of the Sub-Lease that it shall terminate immediately upon the termination of either the Head Lease or this Agreement;
- (5) prior to the grant of the Sub-Lease, Arklow Energy must provide the Minister with written evidence that it has obtained all authorisations, licences or approvals which are necessary to ensure that SPL is not in breach of any of its obligations pursuant to the Head Lease, or the CER or other competent authority has confirmed in writing that it will issue or permit the transfer of such authorisations, licences or approvals to Arklow Energy and Arklow Energy has demonstrated that it has the ability to comply with any conditions precedent to such transfer;
- (6) the Works for the purposes of this Agreement and the Sub-Lease must correspond to "Phase 1" pursuant to the Head Lease and the Works must satisfy all requirements under the Head Lease in respect of "Phase 1";
- (7) save to the extent set out in this Agreement, SPL remains liable for performance of all obligations under the Head Lease in the manner described in clause 26.2(2) of the Head Lease and must procure that neither the Sub-Lease nor any other agreement entered into between SPL and Arklow Energy is inconsistent with the terms of the Head Lease or this Agreement;
- (8) to the extent that there is any inconsistency between the terms of this Agreement and the Sub-Lease or any other agreement entered into between SPL and Arklow Energy, the terms of this Agreement shall prevail; and
- (9) SPL and Arklow Energy must comply with the terms of this Agreement to the satisfaction of the Minister.

2.2. The Minister agrees that all payments due from SPL under the Head Lease may be made directly to the Minister by Arklow Energy.

2.3. The Minister acknowledges that SPL shall be deemed to have discharged its payment obligations under the Head Lease to the extent that such payments are made by Arklow Energy.

2.4. The Minister further acknowledges that SPL will be deemed to have performed any other obligations under the Head Lease to the extent that such other obligations are performed by Arklow Energy.

2.5. SPL and Arklow Energy hereby acknowledge and agree that the terms and conditions upon which the Minister consents to the grant of the Sub-Lease are set out in the Head Lease (as amended by this Agreement) and this Agreement. It is the responsibility of SPL and Arklow Energy to ensure that the contractual arrangements between them comply with the Head Lease and this Agreement and, except to the extent expressly set out in the Head Lease and this Agreement the Minister shall not be deemed to have:

- (1) expressly or impliedly consented to the proposed arrangements of SPL and Arklow Energy or the terms of the Sub-Lease or any other agreement between SPL and Arklow Energy; nor
- (2) made any representation in relation to the compliance of any proposed activities of SPL and Arklow Energy, the terms of the Sub-Lease or any other agreement between SPL and Arklow Energy with the Head Lease and this Agreement.

3. VARIATIONS TO THE HEAD LEASE

3.1. Where any activities contemplated by the Head Lease are undertaken or proposed to be undertaken by Arklow Energy, all obligations of SPL under the Head Lease in connection with such activities are, for the duration of the Sub-Lease, to be read as obligations of SPL to either perform the relevant obligations or procure the performance of the relevant obligations by Arklow Energy.

3.2. Clause 1.1(16) of the Head Lease is hereby deleted and replaced with the following:

"Connection Agreement" means any Generator Connection Agreement or Major User Connection Agreement entered into in respect of one or more Phases between ESB, or its successor in title, and the Lessee or any sub-lessee;"

3.3. Clause 1.1(52) of the Head Lease is hereby deleted and replaced with the following:

"Operational Certificate" means:

- (a) in respect of Facilities which are connected to the transmission system, the "Operational Certificate" issued pursuant to the relevant Connection Agreement; and
- (b) in respect of Facilities which are connected to the distribution system, the notice issued by ESB specifying the "Operational Date" pursuant to the relevant Connection Agreement;"

3.4. Clause 1.1(59) of the Head Lease is hereby amended by the addition of the following words: "For the avoidance of doubt, in addition to revenues earned by the Lessee, revenues earned by any sub-lessee or any other person entitled to derive revenues from the operation of the Facilities in the Leasehold Area shall be taken into account in calculating revenues associated with operations in the Leasehold Area".

3.5. Clause 13.2(1) of the Head Lease is hereby deleted.

3.6. Clause 21.1 of the Head Lease is hereby amended as follows:

- (1) by the addition of the words "or any Sub-Lease" at the end of clause 21.1(1);
- (2) by deleting the words "or its" in clause 21.1(2) and replacing them with the words "or any Sub-Lessee or their"; and
- (3) by the addition of the following words at the end of the clause:

" , 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 or her officers, agents and employees."

3.7. Clause 22 of the Head Lease is hereby amended by the insertion of the words "subject to clause 22.7," at the beginning of clauses 22.2(2) and 22.2(3).

3.8. A new clause 22.7 of the Head Lease is hereby inserted as follows:

"Where the Lessee is required to have in place Employers Liability Insurance pursuant to clause 22.1:

- (1) such policy must require the insurer to notify the Minister in the event that such policy lapses or is cancelled for any reason; and
- (2) it shall not be necessary for the Minister to be named as a party able to claim under such policy, nor shall it be necessary for such policy to be extended to cover the Minister and any officers, servants agents, employees, workers or contractors of the Minister."

3.9. Clause 24.1 of the Head Lease is hereby amended by the insertion of the following words at the beginning of the clause: "Subject to clause 24.4".

3.10. A new clause 24.4 of the Head Lease is hereby inserted as follows:

"At any time between the date that the Minister becomes entitled to terminate this Lease, whether pursuant to clause 24.1 or any provisions of any supplemental indenture entered into pursuant to clause 26, and the date that the Minister exercises such right, the Minister may, in his absolute discretion and without prejudice to any other remedies available under this Lease or at Law:

- (1) consent to a Security Holder which has the right to take an assignment of the Lease in respect of all or part of the Leasehold Area pursuant to any Encumbrance, to take assignment of the Lease in respect of the relevant part of the Leasehold Area; and
- (2) terminate this Lease in respect of all other parts of the Leasehold Area (if any),

provided that:

- (3) the Minister shall be under no obligation whatsoever to consent to any Security Holder stepping in to the Lease in respect of any part of the Leasehold Area under this clause 24.4;
- (4) any exercise of the Minister's rights or failure to exercise the Minister's rights under this clause 24.4 shall not:
 - (a) constitute an obligation to exercise or refuse to exercise the Minister's rights under this clause 24.4 in respect of the same or any other Security Holder on the same or any future occasion; nor
 - (b) in any way limit the Minister's future ability to exercise his rights under this clause 24.4;
- (5) any such assignee must comply with all obligations pursuant to this Lease in respect of the relevant part of the Leasehold Area as if that assignee had been the original Lessee under the Lease and may be required to enter into a supplemental indenture with the Minister in respect of same;
- (6) any consent given by the Minister under this clause shall be subject to such terms and conditions as the Minister in his absolute discretion determines are appropriate, which conditions may include conditions regarding the managerial, technical and financial capability of the Security Holder to discharge fully all obligations under this Lease; and
- (7) to be effective, any consent by the Minister under this clause 24.1 must be in writing and delivered to the Lessee and the relevant Security Holder at the last address for service notified to the Minister."

3.11. Clause 25.1 of the Head Lease is hereby amended by the insertion of the words: "or termination of any part of this Lease pursuant to clause 24.4, the Lessee shall have the following obligations (save to the extent that any Security Holder steps in to part of the Lease pursuant to clause 24.4)" immediately after the words "On termination or expiry of this Lease".

3.12. Clause 26.2(2) of the Head Lease is hereby deleted and replaced with the following:

"in respect of any assignment, novation or transfer of an interest in this Lease in part (as opposed to any assignment, novation or transfer of the whole of this Lease), save in the following circumstances:

- (a) the Lessee may, with the prior written approval of the Minister, assign or otherwise transfer an interest in this Lease in respect of a part of the Leasehold Area to a Security Holder by way of grant of an Encumbrance over the relevant part of the Leasehold Area; and
- (b) the Lessee may, with the prior written approval of the Minister, sub-let part of the Leasehold Area, provided that the Lessee will remain primarily liable under the Lease for the performance of all obligations under this Lease in relation to any part of the Leasehold Area which is sub-let.

3.13. Clause 27.2(1) of the Head Lease is hereby deleted and replaced with the following:

"any decision, requirement, direction, determination, consent, agreement, permission and/or approval (or any other such similar action) of the Minister is required under this Lease, the Minister must exercise such powers acting reasonably and must not unreasonably withhold or delay such decision, requirement, direction, determination, consent, agreement, permission and/or approval (or any such similar action) or issue such direction or grant such consent, agreement, permission and/or approval (or such similar action) subject to unreasonable conditions; or"

3.14. Clause 39.1(2) of the Head Lease is hereby amended by the insertion of the following words at the end of the clause: "or 24.4."

3.15. Section 3 of Schedule 3 of the Head Lease is hereby deleted and replaced with the words "Subsea/underwater cables shall not be covered with PVC".

3.16. Section 22 of Schedule 5 of the Head Lease is hereby deleted.

4. DECOMMISSIONING AND REINSTATEMENT

4.1. It will be the responsibility of Arklow Energy, at its cost, to make provision for and to carry out decommissioning of Facilities and reinstatement of the Leasehold Area and, if necessary, any adjacent Foreshore to the satisfaction of the Minister by:

- (1) submitting a Decommissioning and Reinstatement Plan or Decommissioning and Reinstatement Plans in accordance with clause 4.2;
- (2) obtaining the approval of the Minister to the Decommissioning and Reinstatement Plan or Decommissioning and Reinstatement Plans;
- (3) complying with any approved Decommissioning and Reinstatement Plan and any conditions imposed by the Minister in granting such approval; and
- (4) complying with all applicable Laws in relation to the decommissioning of any Facility or reinstatement of any Foreshore.

4.2. Unless otherwise agreed in writing by the Minister, a Decommissioning and Reinstatement Plan covering all the Facilities which comprise a Phase must be submitted to the Minister on or prior to the Operational Date in respect of the relevant Phase.

4.3. Any Decommissioning and Reinstatement Plan or revised Decommissioning and Reinstatement Plan must include:

- (1) a timetable which sets out the anticipated date of commencement and completion of decommissioning the Facilities to which the Decommissioning and Reinstatement Plan relates, including reinstatement of the Leasehold Area and, if necessary, any adjacent Foreshore;

- (2) an estimate of the costs of decommissioning the Facilities to which the Decommissioning and Reinstatement Plan relates and the costs of reinstating the Leasehold Area and, if necessary, any adjacent Foreshore; and
- (3) all other matters relevant to the proper preparation for and management of decommissioning the Facilities to which the Decommissioning and Reinstatement Plan relates, including removal of any structures or works in the Leasehold Area and remediation and restoration of the Leasehold Area and, if necessary, any adjacent Foreshore.

4.4. In preparing any Decommissioning and Reinstatement Plan, Arklow Energy must have regard to the terms of the Head Lease (as if the obligations of SPL under the Head Lease applied to Arklow Energy), this Agreement, applicable Laws, relevant Government guidelines and Good Industry Practice.

4.5. Arklow Energy must review and, if appropriate, revise each approved Decommissioning and Reinstatement Plan:

- (1) subject to clause 4.5(2), every five years (until the date which is five years prior to the anticipated date of the commencement of any decommissioning), following which Arklow Energy must review and, if appropriate, revise all such Decommissioning and Reinstatement Plans annually; or
- (2) otherwise, unless otherwise agreed by the Minister in writing:
 - (a) in the case of any Facilities which are proposed to be or may be decommissioned prior to the date specified in an approved Decommissioning and Reinstatement Plan, as soon as practicable after Arklow Energy is aware that any Facilities may be so decommissioned;
 - (b) in respect of any Facility or Facilities which may be decommissioned as a result of this Agreement being terminated pursuant to clause 11.1 or 11.2, as soon as is reasonably practicable after the date that this Agreement is terminated;
 - (c) in any other circumstances, as soon as is reasonably practicable after the date that it becomes apparent that a Facility will need to be decommissioned.

4.6. A revised Decommissioning and Reinstatement Plan must:

- (1) incorporate the most current information on estimated decommissioning costs, methods and timing; and
- (2) be submitted to the Minister for his or her approval on or before each the dates referred to in clause 4.6, until such time as the Minister has issued a Certificate of Completion of Decommissioning pursuant to clause 4.9 in relation to the Facilities to which the relevant approved Decommissioning and Reinstatement Plan relates.

4.7. The Minister may attach reasonable conditions to the approval of any Decommissioning and Reinstatement Plan, including:

- (1) leaving the sea bed in good order, tidy and in a proper state having regard to the nature of the business conducted in the Leasehold Area;
- (2) removing all loose waste and disused plant, apparatus and machinery so as not to constitute a danger to or have an adverse impact on public health, marine or bird life, fishing, navigation or the environment.

4.8. If Arklow Energy:

- (1) fails to submit any Decommissioning and Reinstatement Plan required pursuant to clause 4.2; or

- (2) fails to implement any approved Decommissioning and Reinstatement Plan to the satisfaction of the Minister,

the Minister may issue a notice to Arklow Energy requiring the Decommissioning and Reinstatement Plan to be submitted or implemented, as the case may be, and, if such Decommissioning and Reinstatement Plan is not submitted or is not being implemented, as the case may be, to the satisfaction of the Minister within 20 Business Days, or such longer period agreed by the Minister in writing, the Minister may carry out a decommissioning and reinstatement programme and Arklow Energy will be liable for the nett costs incurred by the Minister in carrying out any such decommissioning programme.

- 4.9. When any Decommissioning and Reinstatement Plan has been implemented to the satisfaction of the Minister, the Minister must issue a Certificate of Completion of Decommissioning to Arklow Energy within 90 days.

5. DECOMMISSIONING AND REINSTATEMENT SECURITY

- 5.1. Prior to the commencement of construction of any Facilities, Arklow Energy shall provide the Minister with Decommissioning and Reinstatement Security to:

- (1) ensure the proper performance of Arklow Energy's obligations pursuant to clause 4 in relation to the decommissioning of such Facilities and the reinstatement of the Leasehold Area and, if necessary, any adjacent Foreshore; and
- (2) cover any other liabilities which may be incurred in relation to any decommissioned Facility, whether pursuant to the Head Lease, the Sub-Lease, this Agreement or otherwise.

- 5.2. The Decommissioning and Reinstatement Security must be in place for the duration of the Sub-Lease, must at all times be acceptable to the Minister and may take the form of either:

- (1) a Decommissioning and Reinstatement Bond; or
- (2) with the prior written consent of the Minister, a Decommissioning and Reinstatement Guarantee.

- 5.3. Where Arklow Energy proposes to provide a Decommissioning and Reinstatement Bond, the Decommissioning and Reinstatement Bond shall be provided for the Security Amount.

- 5.4. Where the Minister consents to the provision of a Decommissioning and Reinstatement Guarantee:

- (1) such consent shall be conditional upon the Guarantor being acceptable to the Minister;
- (2) Arklow Energy must procure the provision of a legal opinion in relation to the enforceability of the Decommissioning and Reinstatement Guarantee, the form and content of which is acceptable to the Minister, and deliver such legal opinion to the Minister at the same time as the Decommissioning and Reinstatement Guarantee; and
- (3) subject to the terms of the Decommissioning and Reinstatement Guarantee, the liability of the Guarantor under the Decommissioning and Reinstatement Guarantee is to be limited to the Security Amount.

- 5.5. Subject to clause 5.9, for the purposes of clauses 5.2(2) and 5.4(1), the Minister hereby consents to Arklow Energy procuring the provision of a Decommissioning and Reinstatement Guarantee with General Electric International Inc as Guarantor between the date of this Agreement and the date that the shares in Arklow Energy are sold to Zeusford.

- 5.6. The following provisions apply to the determination of the Security Amount:

- (1) The Security Amount must at all times be acceptable to the Minister.

- (2) The Security Amount will be agreed between Arklow Energy and the Minister prior to the commencement of construction and/or installation of the Facilities or, failing such agreement, will be determined by the Minister in good faith, having regard to:
 - (a) the estimated costs of decommissioning the Facilities;
 - (b) the estimated costs of reinstating the relevant parts of the Leasehold Area and, if necessary, any adjacent Foreshore; and
 - (c) any other liabilities which the Minister reasonably considers may be incurred by Arklow Energy in relation to any decommissioned Facility, whether pursuant to the Head Lease, the Sub-Lease, this Agreement or otherwise.
- (3) The Security Amount may be reviewed by the Minister:
 - (a) if any Decommissioning and Reinstatement Plan or revised Decommissioning and Reinstatement Plan is approved by the Minister in relation to any Facilities which are the subject of the Decommissioning and Reinstatement Security;
 - (b) if a Certificate of Completion of Decommissioning is issued by the Minister in respect of one or more, but not all, Facilities to which the Decommissioning and Reinstatement Security relates; or
 - (c) at such other times, or at such periodic intervals, as the Minister deems necessary or appropriate.
- (4) Where the Minister determines as a result of a review of a Security Amount pursuant to clause 5.6(3), that the Security Amount should be adjusted, the Minister will notify Arklow Energy in writing of the new Security Amount and the Security Amount will be deemed to be adjusted accordingly from the date of such notice.

5.7. For the avoidance of doubt, Decommissioning and Reinstatement Security under this Agreement will not be required in respect of future Phases which are not under construction and/or installation. However, a Decommissioning and Reinstatement Bond will be required in accordance with the Head Lease prior to the commencement of construction and/or installation of any such future Phase.

5.8. The right to make a demand under the Decommissioning and Reinstatement Security is without prejudice to any other remedies available to the Minister under this Agreement, the Head Lease or at Law.

5.9. The Minister will return the Decommissioning and Reinstatement Security to Arklow Energy within 25 Business Days after the earlier of:

- (1) delivery of the Certificates of Completion of Decommissioning in respect of all Facilities which are required to be decommissioned; and
- (2) the Decommissioning and Reinstatement Security being replaced by alternative Decommissioning and Reinstatement Security or a Decommissioning and Reinstatement Bond in accordance with clause 19.1 of the Head Lease in respect of the Leasehold Area and the Facilities installed as part of the Phase.

6. INSURANCE

6.1. Subject to clause 6.7, Arklow Energy must, on the date of this Agreement and at all times during the term of this Agreement, have in place the insurances set out in Schedule 6 to the Head Lease, as amended from time to time in accordance with clause 22.4 of the Head Lease.

6.2. The insurances obtained pursuant to clause 6.1 must:

- (1) be approved in advance by the Minister and be taken out with an insurer which is approved in advance by the Minister;

- (2) subject to clause 6.8, name the Minister as a party able to claim under the policy and note the interest of any Security Holder; and
 - (3) subject to clause 6.8, be extended to cover the Minister and any officers, servants, agents, employees, workers or contractors of the Minister while they are in, on or being transported to the Leasehold Area or any Facility of Arklow Energy.
- 6.3. Arklow Energy must provide the Minister, within 15 Business Days of taking out, renewing, cancelling or varying any insurances or paying any premiums, with:
 - (1) copies of all policies of insurance effected pursuant to clause 6.1, or such other evidence as is satisfactory to the Minister that Arklow Energy holds the insurances required pursuant to clause 6.1;
 - (2) proof that the relevant premia have been paid;
 - (3) proof that the relevant policies remain in force; and
 - (4) where required, proof that the Minister's interest is endorsed on the applicable policies.
- 6.4. Notwithstanding anything in clause 22 of the Head Lease, the Minister may review insurances pursuant to clause 22.4 of the Head Lease on or as soon as practicable after any Party becoming aware of an event (in which case that Party must promptly notify the other Parties) which alters the risk profile under the Head Lease or otherwise means that it would be prudent for the Parties to review the insurance arrangements under the Head Lease.
- 6.5. A Party must immediately notify the other Parties in writing of the making of any claim under any policy of insurance and must provide the other Parties with all information in relation to any such claim.
- 6.6. Arklow Energy must ensure that any contractors engaged in connection with activities in the Leasehold Area, or otherwise in connection with the Sub-Lease, have appropriate insurance consistent with Good Industry Practice (including Employer's Liability Insurance at the levels required in Schedule 6 to the Head Lease, as amended from time to time in accordance with clause 22.4 of the Head Lease) and copies of insurance certificates in respect of such policies should be provided to the Minister as soon as is reasonable practicable.
- 6.7. Arklow Energy shall not be required to comply with its obligations pursuant to clause 6.1 in respect of Employers Liability Insurance, if applicable, during any period that Arklow Energy does not have any employees, provided that Arklow Energy certifies in writing to the Minister that it does not have any employees. It will be a material breach of this Agreement if Arklow Energy engages any employees without first:
 - (1) notifying the Minister in writing; and
 - (2) complying with its obligations pursuant to clause 6.1 in respect of Employers Liability Insurance.
- 6.8. Where Arklow Energy is required to have in place Employers Liability Insurance pursuant to clause 6.1:
 - (1) such policy must require the insurer to notify the Minister in the event that such policy lapses or is cancelled for any reason; and
 - (2) it shall not be necessary for the Minister to be named as a party able to claim under such policy, nor shall it be necessary for such policy to be extended to cover the Minister and any officers, servants agents, employees, workers or contractors of the Minister.

7. RE PRESENTATIONS AND WARRANTIES

- 7.1. The Minister represents and warrants to Arklow Energy that, save as permitted in this Agreement, he or she has not permitted SPL to Encumber the Head Lease as at the date of this Agreement.

7.2. SPL and Arklow Energy severally represent and warrant to the Minister that:

- (1) they are duly incorporated and organised under the laws of their place of incorporation;
- (2) they have corporate capacity and authorisation (internal and external) to enter into and perform the terms of this Agreement; and
- (3) the representatives signing this Agreement on behalf of SPL and Arklow Energy, respectively, are duly authorised in that behalf.

8. MINISTERS UNDERTAKINGS AND ACKNOWLEDGEMENTS

8.1. The Minister covenants and agrees with Arklow Energy:

- (1) to notify Arklow Energy of any breach of the Head Lease by SPL and agrees that Arklow Energy shall have the right to cure any such breach on behalf of SPL, within the time provided for cure of such breach in the Head Lease, if SPL fails to do so;
- (2) not to consent to SPL to Encumbering the Leasehold Area or the Head Lease to the extent that it relates to the Leasehold Area without the prior consent of Arklow Energy; and
- (3) that Arklow Energy will be deemed to be a Security Holder for the purposes of the Head Lease.

8.2. The Minister acknowledges that the Connection Agreement contemplates a Maximum Export Capacity of 25.2 MW and consents to the Installed Capacity proposed for the first Phase being 25.2 MW.

8.3. The Minister agrees that, subject to the terms of the Sub-Lease, any Security Holder under the Sub-Lease is entitled to exercise the same rights and receive the same notices that a Security Holder under the Head Lease is entitled to exercise or receive, as the case may be, pursuant to the Head Lease.

8.4. The Minister hereby:

- (1) consents to the grant of a security assignment from SPL to Arklow Energy over the Head Lease, to the extent that it relates to the Leasehold Area;
- (2) acknowledges and agrees that the Minister will not terminate the Head Lease pursuant to clause 24.1 without first offering Arklow Energy the right to step into the Head Lease, to the extent that it relates to the Leasehold Area and assume the obligations of SPL as if Arklow Energy was the original lessee under the Head Lease, to the extent that such obligations apply to the Leasehold Area, provided that the Minister is satisfied that:
 - (a) Arklow Energy has the managerial, technical and financial capability to discharge fully all obligations under the Head Lease; and
 - (b) Arklow Energy was not responsible for the breach which caused the Minister to terminate the Head Lease, whether pursuant to clause 24.1(4) of the Head Lease or otherwise;
- (3) agrees that, without prejudice to the Minister's rights pursuant to clause 11.2(8), Arklow Energy may step into the Head Lease, to the extent that it relates to the Leasehold Area and assume the obligations of SPL as if Arklow Energy was the original lessee under the Head Lease, provided that:
 - (a) Arklow Energy and SPL certify to the Minister in writing that the Facilities have satisfied the Acceptance Tests, as defined in the Co-Development and Implementation Agreement;
 - (b) Arklow Energy has not become a Subsidiary of SPL by the date which is six months after the date that Arklow Energy and SPL have certified to the Minister in writing that the Facilities have satisfied such Acceptance Tests; and

- (c) the Minister is satisfied that Arklow Energy has the managerial, technical and financial capability to discharge fully all obligations under the Head Lease; and
- (4) agrees that, without prejudice to the Minister's rights pursuant to clause 11.2(8), if Arklow Energy is not a Subsidiary of SPL by 30 June 2010, or such longer period agreed by the Minister in writing, in any circumstances other than those set out in clause 8.4(3), the Minister shall permit Arklow Energy to be sold to a third party which is acceptable to the Minister (including having regard to the matters set out in clause 26 of the Head Lease) and, following such sale, shall allow Arklow Energy to exercise its security rights to step into the Head Lease, to the extent that it relates to the Leasehold Area and assume the obligations of SPL as if Arklow Energy was the original lessee under the Head Lease.
- 8.5. The Minister confirms and acknowledges that SPL shall be released from its obligations in respect of the first Phase (but not in respect of any subsequent Phase) pursuant to clauses 18 and 19 of the Head Lease for the duration of this Agreement, provided that Arklow Energy is in full compliance with its obligations pursuant to clauses 4 and 5 of this Agreement.
- 8.6. The Minister confirms and acknowledges that Arklow Energy may erect a meteorological tower on the Leasehold Area, subject to the Minister giving his prior written consent to the specifications of such tower.
- 8.7. The Minister agrees and acknowledges that it will not be a breach of the Head Lease if SPL fails to comply with Section 4 of Schedule 3 of the Head Lease in respect of the Facilities during a period of 7 years after the date of this Agreement, provided that Arklow Energy shall use its best endeavours to obtain certification for the turbines in accordance with Section 4 of Schedule 3 of the Head Lease as soon as is reasonably practicable following execution of this Agreement.
- 8.8. Without prejudice to the Minister's rights and obligations pursuant to any Law, the Minister will use reasonable endeavours to procure that:
- (1) cables in the Leasehold Area are protected; and
 - (2) no construction on the Foreshore will impede the effective operation of the Facilities in the Leasehold Area.
- 8.9. To the extent permitted by Law, where the Minister has the power to grant or withhold his or her consent in relation to the undertaking of activities contemplated by clause 11.1 of the Head Lease in or adjacent to the Leasehold Area:
- (1) SPL and Arklow Energy will each be given reasonable notice and the opportunity to present their views to the Minister before the Minister grants any such consent; and
 - (2) the Minister will not grant his or her consent in relation to any such activities unless the Minister is satisfied that the activity will not unreasonably interfere with Arklow Energy's exercise of its rights pursuant to the Sub-Lease.
- 8.10. The Minister will not exercise his or her rights under clause 9.4 of the Head Lease in respect of any Facility for a period of 2 years from the Operational Date in respect of such Facility.
- 8.11. Upon receipt of any application for consent or approval in accordance with the Head Lease, the Sub-Lease or this Agreement, the Minister:
- (1) will take all reasonable and proper steps to enable him or her to make a decision in respect of such consent;
 - (2) will inform Arklow Energy and SPL of such decision in accordance with the time periods specified in the Head Lease, the Sub-Lease or this Agreement, or if no such time period is specified, within a reasonable time period; and

- (3) will, in the event that such decision is to refuse consent, inform Arklow Energy and SPL of the grounds of such refusal when giving its decision, unless precluded from doing so by Law or the Minister reasonably determines that it is not in the public interest to do so.

8.12. Unless otherwise expressly provided in this Agreement, the Head Lease, the Sub-Lease or at Law, whenever:

- (1) any decision, requirement, direction, determination, consent, agreement, permission and/or approval (or any other such similar action) of the Minister is required under this Agreement, the Head Lease or the Sub-Lease the Minister must exercise such powers acting reasonably and must not unreasonably withhold or delay such decision, requirement, direction, determination, consent, agreement, permission and/or approval (or any such similar action) or issue such direction or grant such consent, agreement, permission and/or approval (or such similar action) subject to unreasonable conditions; or
- (2) the Minister is entitled to impose conditions pursuant to the Head Lease, the Sub-Lease or this Agreement, the Minister will only impose such conditions as are reasonable in the circumstances.

9. **ARKLOW ENERGY'S UNDERTAKINGS AND ACKNOWLEDGEMENTS**

9.1. Arklow Energy hereby covenants and agrees with the Minister that:

- (1) any matter or thing in respect of which SPL requires the prior written consent of the Minister under the Head Lease, shall not be done by Arklow Energy (whether under the Sub Lease or otherwise) without the prior written consent of the Minister;
- (2) Arklow Energy shall at all times comply with applicable Laws;
- (3) if at any stage Arklow Energy becomes aware that any Facilities or works do not comply with the Specifications 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 must immediately:
- (a) notify the Minister, unless Arklow Energy was notified by the Minister; and
- (b) unless the Minister otherwise agrees in writing, take all reasonable steps to ensure that:
- (i) such Facilities or works comply with the Specifications 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
- (ii) any adverse consequence arising out of the fact that Facilities were not constructed and/or installed in accordance with the Specifications or works were not performed in accordance with the Specifications, as the case may be, are rectified to the satisfaction of the Minister;
- (4) in the event that any Facilities or any activities or operations in connection with the Sub-Lease:
- (a) cause or are likely to cause material unacceptable and unforeseen environmental impacts, the Minister may, by notice in writing to Arklow Energy, require Arklow Energy to do all such acts and things as, in the Minister's opinion, may be required to ensure that the environmental impacts are addressed to the satisfaction of the Minister; or
- (b) cause electromagnetic interference with navigational or communication related systems, Arklow Energy will take such action as is directed by Commission for Communications Regulation to rectify the problem or otherwise such action as may be directed by the Minister;

- (5) Arklow Energy shall maintain all records, provide the Minister with copies of all information and provide the Minister with access to all documents that SPL is required to maintain or provide to the Minister, as the case may be, pursuant to the Head Lease;
 - (6) Arklow Energy shall promulgate Marine Notices in respect of the Facilities and any construction contemplated in the Leasehold Area; and
 - (7) Arklow Energy shall procure that neither the Sub-Lease nor any other agreement entered into between SPL and Arklow Energy is inconsistent with the terms of this Agreement.
- 9.2. Arklow Energy hereby acknowledges and agrees that this Agreement is a public document and that it will not be a breach of clause 29 of the Head Lease or any other obligation of confidentiality for any party to disclose this Agreement to any person.
- 9.3. If the Minister is of the view that the capability of Arklow Energy to discharge fully its obligations under this Agreement or the Sub-Lease is materially impaired by reason of a change in the managerial, technical or financial competence of Arklow Energy, the Minister may notify Arklow Energy and the Security Holder in writing of such concerns, following which:
 - (1) Arklow Energy must take reasonable steps to address the concerns of the Minister within 30 days of receipt of such notice; and
 - (2) such concerns must be remedied by Arklow Energy within a reasonable time following the receipt of such notice (such reasonable time to be determined having regard to the nature of the concerns).
- 9.4. This Agreement and the Sub-Lease do not preclude and Arklow Energy will not have the right to interfere with the matters set out in clause 11.1 of the Head Lease.
- 9.5. The Minister may conduct or cause to be conducted such investigations, inspections and enquiries in connection with the Sub-Lease or this Agreement as he or she sees fit.
- 9.6. Arklow Energy must 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 9.5 and to this end Arklow Energy must, subject to safety requirements prescribed by Law or otherwise agreed between the parties:
 - (1) permit and facilitate any person or persons authorised by the Minister to enter onto and remain in the Leasehold Area;
 - (2) permit and facilitate any person or persons authorised by the Minister to inspect the Leasehold Area and any Facilities and other equipment of things located in the Leasehold Area;
 - (3) at the cost of Arklow Energy, provide transport from an agreed point onshore to and from and within the Leasehold Area for any person or persons authorised by the Minister;
 - (4) permit and facilitate any person or persons authorised by the Minister to inspect electricity metering equipment and ensure the correct metering of the electricity; and
 - (5) permit and facilitate any person or persons authorised by the Minister to inspect and copy, at Arklow Energy's expense, any records of Arklow Energy referred to in clause 9.1(5), or any other books of account, records, returns, data, maps, plans, samples, reports or other information in the possession or control of Arklow Energy which is reasonably required by the Minister and which is in any way concerned with works, activities or operations pursuant the Sub-Lease.
- 9.7. Information provided to the Minister, or to which access is granted, pursuant to clauses 9.1(5) and 9.6 must be:

- (1) to the best of Arklow Energy's knowledge, complete, accurate and not misleading in any material particular;
- (2) provided within time limits specified in this Agreement or by the Minister, or if no time limit is specified, within a reasonable time; and
- (3) provided at the cost of Arklow Energy.

9.8. Arklow Energy acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Agreement:

- (1) is without prejudice to Arklow Energy's rights and obligations under this Agreement, the Sub-Lease or at Law and does not amount to a waiver of any such rights or relieve Arklow Energy 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 Arklow Energy has complied with this Agreement or the Sub-Lease, Good Industry Practice or Law in relation to any matters to which the investigation, inspection or enquiry relates.

10. DISPUTE RESOLUTION

- 10.1. Subject to clause 10.10, neither the Minister, SPL nor Arklow Energy may commence proceedings in relation to any Dispute in connection with this Agreement without first complying with the provisions of this clause 10.
- 10.2. Either the Minister, SPL or Arklow Energy may notify the other 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 Agreement (Dispute Notice).
- 10.3. A Dispute Notice must:
- (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.
- 10.4. Any recipient of a Dispute Notice must, within 20 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.
- 10.5. The nominated representatives must 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.
- 10.6. If a Dispute is not resolved to any Party's satisfaction by the nominated representatives under clause 10.5 within 50 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 for Arbitration in accordance with clause 10.7.

10.7. The following provisions will apply with respect to any Dispute which is referred for Arbitration pursuant to clause 10.6:

- (1) The Dispute will be determined by a single arbitrator appointed by agreement between the Parties.
- (2) The Parties to the Dispute must meet and, acting in good faith, endeavour to agree upon an arbitrator as soon as is reasonably practicable, but in any event no later than 5 Business Days after the date of the notice under clause 10.6.
- (3) Failing agreement on the appointment of an arbitrator within the timeframe set out in clause 10.7(2), the arbitrator will be appointed at the request of any Party, after giving notice in writing to the other Party to the Dispute, by the President for the time being of the Law Society of Ireland.
- (4) The provisions of the *Arbitration Acts 1954 and 1998* will apply to the Arbitration.
- (5) The language of the Arbitration will be English and, unless otherwise agreed by both Parties, the place of the Arbitration will be Dublin, Ireland.
- (6) The Parties will be entitled to call witnesses and will have the right of cross examination.

10.8. Notwithstanding anything else in this clause 10, a person will not be appointed as an arbitrator other than with the prior written consent of all Parties to the Dispute, if that person:

- (1) is an employee or agent of:
 - (a) Arklow Energy or SPL;
 - (b) the Government of Ireland or any County or political sub-division of Ireland; or
 - (c) any Department or agency of the Government of Ireland or any County or political sub-division of Ireland;
- (2) is otherwise connected with a Party to the Dispute; or
- (3) for any reason may be obliged to or may expect favours from a Party to the Dispute.

10.9. Performance of obligations under the Sub-Lease will continue during any Dispute Resolution Procedure pursuant to this clause 10.

10.10. Nothing in this clause 10 prevents any Party from seeking urgent declaratory, injunctive or other interlocutory relief.

11. TERMINATION

11.1. This Agreement shall terminate on the earlier of:

- (1) termination of the Sub-Lease;
- (2) termination of the Head Lease; and
- (3) termination of this Agreement by the Minister pursuant to clause 11.2.

11.2. The Minister may, without prejudice to any other remedies available under this Agreement or at Law, terminate this Agreement by notice in writing to SPL and Arklow Energy upon, or at any time following, the occurrence of any of the following events:

- (1) any breach of the conditions upon which the Minister has given consent to the grant of the Sub-Lease pursuant to clause 2.1;

- (2) any of the representations and warranties set out in clause 7.2 are not true and correct in any material respect or, at any stage during the term of this Agreement, any such representations and warranties cease to be true and correct in any material respect;
- (3) the occurrence of an Insolvency Event in respect of SPL or Arklow Energy;
- (4) any material breach or non-observance by SPL or Arklow Energy of any provision of this Agreement or applicable Law, which is capable of being remedied and which is not remedied within 30 days after receipt by SPL and Arklow Energy of a notice from the Minister requiring such breach or non-observance to be remedied;
- (5) any material breach or non-observance by SPL or Arklow Energy of any provision of this Agreement or applicable Law, which is not capable of being remedied;
- (6) repeated breach or non-observance by SPL or Arklow Energy of this Agreement or applicable Law, 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 by SPL and Arklow Energy of a notice from the Minister stating that the Agreement may be terminated if such breaches or non-observances continue;
- (7) any Assignment of this Lease or Change in Control of the Lessee otherwise than in accordance with clause 12; or
- (8) Arklow Energy is not a Subsidiary of SPL by the date which is 7 years after the date of this Agreement, or such longer period agreed by the Minister in writing pursuant to clause 2.1(2).

12. ASSIGNMENT AND CHANGE OF CONTROL

- 12.1. Subject to clause 12.2 or 12.3, Arklow Energy must not Assign any interest in this Agreement or the Sub-Lease without the prior written consent of the Minister.
- 12.2. The Minister will not grant consent pursuant to clause 12.1 unless the proposed assignee has obtained all authorisations, licences or approvals, or the CER or other competent authority has confirmed in writing that it will issue or permit the transfer of all authorisations, licences or approvals, which are necessary to ensure that:
 - (1) the proposed assignee is able to perform all of its obligations pursuant to this Agreement or the Sub-Lease (as the case may be); and
 - (2) SPL is able to perform all relevant obligations pursuant to the Head Lease.
- 12.3. In considering whether or not to grant consent pursuant to clause 12.1:
 - (1) the Minister may take into account the creditworthiness, relevant experience and technical capabilities of the intended assignee and any other relevant matters having regard to the obligations of Arklow Energy under this Agreement or the Sub-Lease; and
 - (2) the Minister may require the proposed assignee to enter into a supplemental indenture with the Minister in a form acceptable to the Minister, including where Arklow Energy seeks to Assign this Agreement or the Sub-Lease to a financial institution as security for borrowing of capital for the development of the windfarm contemplated by this Agreement.
- 12.4. Subject to clause 12.5, any transaction which involves a Change in Control of Arklow Energy must have the prior written approval of the Minister.
- 12.5. During the period between the date of this Agreement and the sale of the shares in Arklow Energy to Zeusford, a Change in Control of Arklow Energy without the prior written consent of the Minister shall be permitted, provided that following the Change of Control, Arklow Energy remains a wholly owned

Subsidiary of General Electric International Inc and that Arklow Energy notifies the Minister as soon as is reasonably practicable after the occurrence of such Change of Control.

- 12.6. In considering whether or not to grant approval pursuant to clause 12.4, the Minister may take into account the creditworthiness, relevant experience and technical capabilities of the person who is intended to assume Control of Arklow Energy and any other relevant matters having regard to the obligations of SPL under the Head Lease or Arklow Energy under this Agreement.
- 12.7. The Minister will not charge a fee in relation to the grant of any consent pursuant to this clause 12. However, if the Minister requires execution of a supplemental indenture as a condition of the grant of any consent, Arklow Energy must pay the reasonable legal costs of the Minister associated with the negotiation, preparation and execution of such supplemental indenture.

13. NOTICES

- 13.1. Unless this Agreement expressly provides otherwise, all notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows:

The Minister for Communications, the Marine and Natural Resources
c/o the Department of Communications, Marine and Natural Resources
Coastal Zone Management Division
Leeson Lane
Dublin 2.

Attention: Principal, Coastal Zone Management Division

Telephone: +353 1 678 2000

Facsimile: +353 1 678 2159

Sure Partners Limited,
8/10 Rock Hill,
Main Street,
Blackrock,
Co. Dublin.

Attention: The Company Secretary

Telephone: +353 1 288 8333

Facsimile: +353 1 2831729

and

Arklow Energy Limited,
Toughers Industrial Park,
Unit 1C
Newhall, Naas
Co. Kildare.

Attention: The Company Secretary

Telephone: +353 4 544 0301

Facsimile: +353 4 544 0399

- 13.2. A Party may change its address for service at any time by notice in writing to the other Parties.

- 13.3. Notices will be deemed served or delivered to the addressee or its office:

- (1) if delivered by hand, upon the date of delivery;
- (2) if delivered by pre-paid ordinary post within Ireland, 2 Business Days after sending;

- (3) if delivered by pre-paid ordinary post outside Ireland, 5 Business Days after sending; or
- (4) if delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed or, if the transmission report is produced by the sender's facsimile machine other than between 9.00am and 5.00pm on a Business Day at the place of receipt, the notice will be deemed to have been delivered at 9.30am on the following Business Day at the place of receipt.

14. WAIVER

- 14.1. A waiver of a right or power under this Agreement is of no force and effect unless it is given in accordance with clause 13.
- 14.2. No delay, omission or forbearance by a Party in enforcing a power or right under this Agreement will be deemed a waiver of that Party's right to enforce that power or right.
- 14.3. Any single or partial exercise of any power or right shall not preclude any future exercise of that power or right.
- 14.4. Any waiver of a power or right in a particular instance will not constitute a future waiver of that power or right in any other circumstance or in any way limit a Party's future ability to exercise that power or right.

15. VARIATION

- 15.1. No amendment to this Agreement will be effective unless it is in writing and signed by all Parties.

16. RELATIONSHIP OF PARTIES

- 16.1. Nothing in this Agreement may be interpreted or construed as creating any agency, association, joint venture or partnership between the Parties.
- 16.2. No Party has any right, power or authority to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other Party.

17. COSTS AND EXPENSES

- 17.1. SPL and Arklow Energy will pay their own costs and expenses associated with the preparation, negotiation and execution of this Agreement.
- 17.2. In accordance with clause 26.6 of the Head Lease, SPL will pay the Minister's costs and expenses associated with the preparation, negotiation and execution of this Agreement.

18. SEVERABILITY

- 18.1. If any provision of this Agreement 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 will be severed and the remainder of this Agreement will remain in full force and effect.
- 18.2. As soon as is reasonably practicable, but in any event no more than 25 Business Days after a provision of this Agreement becomes or is declared invalid, unenforceable or illegal, the Parties must meet and use all reasonable endeavours to agree terms which, to the maximum extent possible, return each of the Parties to the position that they would have been in had the provision not been or not become invalid, unenforceable or illegal.
- 18.3. The Parties must comply with this Agreement as amended in accordance with this clause 18.

19. SURVIVAL OF CLAUSES

- 19.1. Notwithstanding any other provision of this Agreement, clauses 1, 2.1(8), 2.2, 2.3, 2.4, 2.5, 3, 4, 5, 6, 10, 11, 18, 19, 20 and 21 will survive termination of this Agreement.

20. COUNTERPARTS

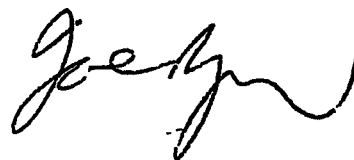
- 20.1. This Agreement may be executed in any number of counterparts and the counterparts together will form one and the same Deed.

21. GOVERNING LAW

- 21.1. This Agreement will be governed and construed in accordance with the laws of Ireland.
- 21.2. Subject to clause 10, the Parties hereby submit irrevocably to the exclusive jurisdiction of the courts of Ireland.

IN WITNESS WHEREOF this Agreement has been executed and as Deed and the Parties hereto have hereunto set their hands and affixed their Seals the day and year first herein written.

PRESENT when the Official Seal of the
MINISTER FOR COMMUNICATIONS, MARINE
AND NATURAL RESOURCES was affixed
acting by Joe Ryan (a person duly
authorised pursuant to Section 15(4) of the
Ministers and Secretaries Act, 1924:

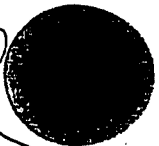
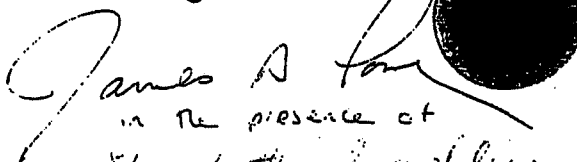


Joe Ryan
Dept. of Communications, Marine
and Natural Resources
Civil Servant

PRESENT when the Common Seal of
SURE PARTNERS LIMITED
was affixed hereto:

SIGNED, SEALED AND DELIVERED
for and on behalf of ARKLOW ENERGY LIM
by its lawfully appointed
Attorney James Lowe

PRESENT when the Common Seal of
ARKLOW ENERGY
was affixed hereto:



in the presence of

Elizabeth Bradley

WITNESS

ADDRESS

47-1 BEDFORD SOLICITORS

IFSC

NORTH WALL QUAY

DUBLIN 1

OCCUPATION

SOLICITOR

IN WITNESS WHEREOF this Agreement has been executed and as Deed and the Parties hereto have hereunto set their hands and affixed their Seals the day and year first herein written.

PRESENT when the Official Seal of the
MINISTER FOR COMMUNICATIONS, MARINE
AND NATURAL RESOURCES was affixed
acting by Joe Ryan (a person duly
authorised pursuant to Section 15(4) of the
Ministers and Secretaries Act, 1924:

Joe Ryan
Minister for Communications, Marine
and Natural Resources
Civil Servant

Joe Ryan

PRESENT when the Common Seal of
SURE PARTNERS LIMITED
was affixed hereto:

Paul Dawling
Director

4 *being*
copies being

PRESENT when the Common Seal of
ARKLOW ENERGY
was affixed hereto:

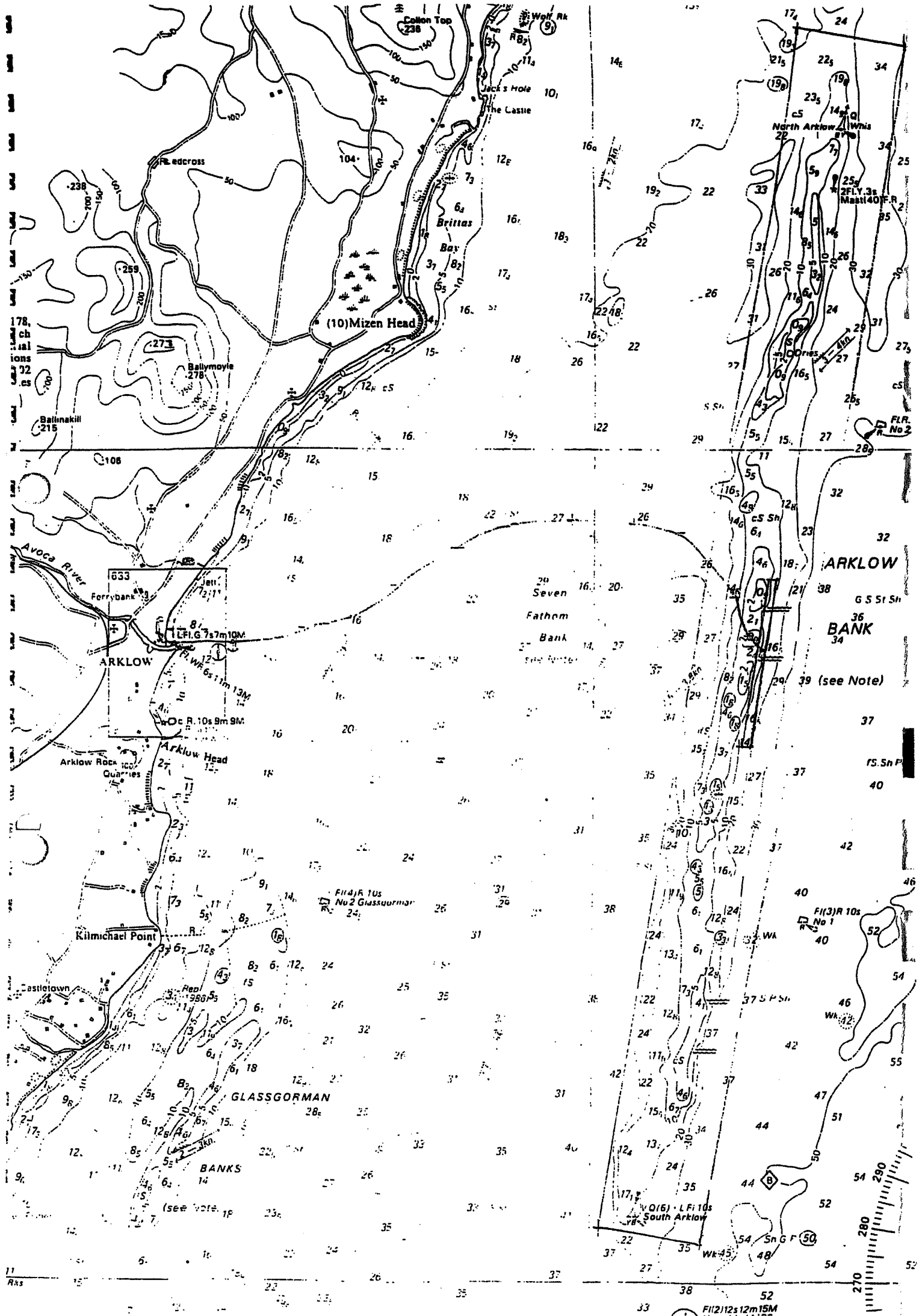
SCHEDULE 1
LEASEHOLD AREA

That part of the area known as Arklow Banks delineated in red on the admiralty chart no. annexed to this Schedule, which lie within the geographic co-ordinates:

S1 Long -5.56.34.52, Lat 52.48.28.82
S2 Long -5.56.41.62, Lat 52.47.44.45
S3 Long -5.57.06.34, Lat 52.46.26.08
S4 Long -5.56.59.48, Lat 52.46.25.29
S5 Long -5.56.35.75, Lat 52.47.40.51
S6 Long -5.56.28.07, Lat 52.48.28.44

together with the cable routes encompassed within the following coordinates, or such other coordinates approved by the Minister at the request of Arklow Energy:

C1 Long -6.08.23.84, Lat 52.47.39.63
C2 Long -6.06.59.66, Lat 52.47.43.65
C3 Long -6.05.36.08, Lat 52.47.50.97
C4 Long -6.04.35.31, Lat 52.48.03.14
C5 Long -6.03.40.37, Lat 52.48.23.04
C6 Long -6.02.41.25, Lat 52.48.47.40
C7 Long -6.01.34.76, Lat 52.49.03.71
C8 Long -6.00.24.09, Lat 52.49.11.19
C9 Long -5.59.12.63, Lat 52.49.09.48
C10 Long -5.58.22.64, Lat 52.48.59.87
C11 Long -5.57.40.05, Lat 52.48.41.33
C12 Long -5.57.09.06, Lat 52.48.15.69
C13 Long -5.57.04.14, Lat 52.47.57.35
C14 Long -5.57.04.58, Lat 52.47.48.02
C15 Long -5.57.03.86, Lat 52.47.44.67
C16 Long -5.56.44.45, Lat 52.47.26.86



SCHEDULE 2

DECOMMISSIONING AND REINSTATEMENT GUARANTEE

THIS DEED is given the day of , 2003

GIVEN BY

GENERAL ELECTRIC INTERNATIONAL, INC of [•] (the "Guarantor")

IN FAVOUR OF

THE MINISTER FOR COMMUNICATIONS, MARINE AND NATURAL RESOURCES of Leeson Lane, Dublin 2, Ireland (the "Minister");

INTRODUCTION:

A. The Minister has granted the Head Lease to SPL and has consented to the grant of the Sub-Lease by SPL to the Principal, on terms and conditions set out in the Tri-partite Deed.

Pursuant to clause 19 of the Head Lease, SPL agreed to provide the Minister with a Decommissioning and Reinstatement Bond in respect of the performance of certain decommissioning and reinstatement obligations. Pursuant to the Tri-partite Deed, the Principal has agreed to assume the decommissioning and reinstatement obligations of SPL in respect of the area which is the subject of the Sub-Lease.

B. Pursuant to the Tri-partite Deed, the Minister has agreed to waive SPL's obligation to provide a Decommissioning and Reinstatement Bond in respect of the area which is the subject of the Sub-Lease, if and for so long as the decommissioning and reinstatement obligations of the Principal under the Tri-partite Deed are performed by the Principal and guaranteed in a manner which is acceptable to the Minister.

C. It has been agreed between the Minister, SPL, the Principal and the Guarantor that such decommissioning and reinstatement obligations of the Principal will be secured by this guarantee and indemnity from the Guarantor.

IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless the context otherwise requires:

Business Day means a day that is not a Saturday, Sunday or a public holiday in a place where an act is to be performed or a payment is to be made;

Deed means this Deed of Guarantee and Indemnity;

Default Rate means EURIBOR + 1%;

Default Amount means all amounts due by the Principal under the Relevant Obligations and not paid by the Principal on demand and then demanded from the Guarantor under this Deed;

EURIBOR means:

- (a) the percentage rate per annum equal to the offered quotation which appears on the page of the Telerate Screen which displays an average rate of the Banking Federation of the European Union for the Euro (being currently page 248) for such period at or about 11.00am (Brussels time) on the quotation date for such period or, if such page or such service ceases to be available, such other page or such other service for the purpose of displaying an average rate of the Banking Federation of the European Union agreed by the parties; or

- (b) if no quotation for the Euro for the relevant period is displayed and the parties have not agreed an alternative service on which a quotation is displayed, the arithmetic mean (rounded upwards to four decimal places) of the rates at which each of the Reference Banks was offering to prime banks in the European interbank market deposits in the Euro of an equivalent amount for such period at or about 11.00am (Brussels time) on the quotation date;

Facilities has the same meaning as in the Tri-partite Deed;

Foreshore has the same meaning as in the Tri-partite Deed;

Head Lease means the lease granted by the Minister to SPL on 11 January 2002, pursuant to section 2(1) of the Foreshore Act 1933, and includes any renewal, replacement or extension of such lease;

Leasehold Area has the same meaning as in the Tri-partite Deed;

Principal means Arklow Energy Limited an Irish corporation having its registered office at Toughers Industrial Park, Unit 1C, Newhall, Naas, Co. Kildare;

Reference Banks means each of Bank of Ireland, Allied Irish Banks, p.l.c. and Ulster Bank Limited;

Relevant Obligations means all of the obligations of the Principal in relation to the decommissioning of the Facilities and the reinstatement of the Leasehold Area and, if necessary, any adjacent Foreshore and to meet any liabilities that may be incurred by the Minister or otherwise in relation to any decommissioned Facility whether pursuant to the Head Lease, the Sub-Lease, the Tri-partite Deed or otherwise, described in clauses 4 and 5.1 of the Tri-partite Deed;

SPL means Sure Partners Limited having its registered office at Main Street, Blackrock, County Dublin;

Security Amount means €8,000,000 or such other amount as may be notified by the Minister to the Principal pursuant to clause 5.6(4) of the Tri-partite Deed to be the adjusted Security Amount under the Tri-partite Deed and from the date of such notice, the Security Amount for the purposes of this Deed shall be deemed to be the amount set out in such notice;

Sub-Lease means the sub-lease of the Leasehold Area from SPL to the Principal, dated [•], and includes any renewal, replacement or extension of such deed; and

Tri-partite Deed means the document of that name entered into between the Minister, SPL and the Principal, dated [•], and includes any renewal, replacement or extension of such deed.

1.2 In this Deed, unless the context otherwise requires:

- (a) unless otherwise defined in this Deed, capitalised terms in this Deed shall have the same meaning as in the Tri-partite Deed;
- (b) other grammatical forms of defined terms will have a corresponding meaning;
- (c) headings are for convenience only and do not affect interpretation;
- (d) words importing persons or parties include any individual, body corporate, firm, corporation, joint venture, trust, unincorporated association, organisation or partnership and any other entity, in each case whether or not having a separate legal personality, and all references to persons includes their legal successors and permitted assignees;
- (e) an act which is required to be done on a day which is not a Business Day must be done instead on the next Business Day;

- (f) all monetary amounts are in euro, unless otherwise specified;
- (g) "including" and similar words are not words of limitation; and
- (h) a reference:
 - (i) to a gender includes a reference to each other gender;
 - (ii) to the singular includes a reference to the plural and vice versa;
 - (iii) to legislation, regulations, directives, orders, directions, instruments, codes or other enactments ("enactments") includes any orders or regulations made pursuant to enactments and any amendments, modifications or replacements to such enactments; and
 - (iv) in this Deed to a party or clause, is a reference to a party to or clause of, as the case may be, this Deed.

2. GUARANTEE AND INDEMNITY

- 2.1 In consideration of the Minister consenting to the grant of the Sub-Lease to the Principal and consenting to the variation of the Head Lease, the Guarantor hereby unconditionally and irrevocably covenants to the Minister to procure the proper performance by the Principal of the Relevant Obligations and the Guarantor hereby further unconditionally and irrevocably agrees to indemnify the Minister against all costs, penalties, fees, commissions, expenses, liabilities or claims which he may suffer or incur in carrying out or procuring the carrying out of all or any of the Relevant Obligations PROVIDED ALWAYS that the Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Tri-partite Deed, which demand will include a copy of the demand served on the Principal.
- 2.2 The obligations guaranteed by this Deed include:
- (a) in the case of examination or liquidation of, or the granting of court protection to, the Principal, all moneys which would at any time have been owing to the Minister by the Principal in connection with the Relevant Obligations if such examination, or liquidation or court protection had not occurred;
 - (b) the due performance and compliance by the Principal (but not any other party) with all of the Relevant Obligations;
 - (c) all interest (after as well as before any demand or judgment) to date of payment, at such rates and upon such terms as may from time to time be payable by the Principal in connection with the Relevant Obligations (or which would have been so payable but for the liquidation or other incapacity of the Principal); and
 - (d) all legal or other costs, charges and expenses (including taxes) properly incurred and occasioned in the enforcement or discharge of this Deed.
- 2.3 The Guarantor agrees as a separate and independent condition that any moneys payable as part of the Relevant Obligations which are not recoverable from the Guarantor pursuant to this Deed (whether by reason of any legal limitation, disability or incapacity on or of the Principal or any other reason or circumstance whether known or not to the Minister or the Guarantor) will nevertheless be recoverable (on a full indemnity basis) from the Guarantor as principal debtor and will be paid by it on demand in writing from the Minister, if there has been a demand made first upon the Principal under the Tri-partite Deed for such moneys and the Principal has failed to pay such moneys to the Minister.
- 2.4 The provisions of clause 2.3 apply irrespective of any indulgence granted by the Minister from time to time and continue in effect notwithstanding any judgment or order for a liquidated sum

or sums in respect of any moneys guaranteed or in respect of any amounts due under this Deed.

2.5 The Guarantor agrees as a separate and independent condition that its liability under this Deed will be as a sole and primary obligor and not be merely as surety.

2.6 The total amount recoverable hereunder from the Guarantor shall be limited to the aggregate from time to time of:

(a) the lesser of:

(i) the amount due or owing by the Principal at any time and from time to time in connection with the Relevant Obligations or the amount which the Minister, in his absolute discretion determines would have been recoverable from the Principal but for any legal limitation, disability or incapacity on or of the Principal or for any other circumstance whatsoever; and

(ii) the Security Amount;

(b) any amounts arising under clause 2.2, 2.3 and 2.7 hereof;

(c) any default interest under clause 3.1; and

(d) any claim which the Minister may have by virtue of a breach by the Guarantor of any provision of this Deed or under any indemnity set out in this Deed;

PROVIDED HOWEVER that where the Minister determines that he has received an amount in excess of the amount of his claim, he shall refund the excess and PROVIDED FURTHER that the Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Head Lease and/or the Tri-partite Deed, which demand will include a copy of the demand served on the Principal.

2.7 In addition to, and separate from, the Guarantee contained in clause 2.1, the Guarantor irrevocably agrees to keep the Minister fully and effectively indemnified from and against all costs, claims, charges, damages, expenses and losses (on a full and unqualified indemnity basis) whatsoever as a result of any disability, incapacity, irregularity, defect or informality in any security given by or on behalf of the Principal or any other person in respect of all or any of the liabilities guaranteed by this Deed and together with interest at the Default Rate on such sum from the date that the same was incurred or fell due to the date of payment PROVIDED ALWAYS that the Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Head Lease and/or the Tri-partite Deed which demand will include a copy of the demand served on the Principal.

3. INTEREST

3.1 Interest shall accrue on any Default Amount from the date of demand on the Guarantor until actual payment (after as well as before judgment) at the Default Rate.

4. CONTINUING SECURITY

4.1 This Deed shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing.

4.2 This Deed will be a continuing security and will extend to cover any moneys referred to in clause 2, which will for the time being constitute the balance due from the Principal to the Minister.

4.3 No payment, security or assurance which may be avoided under any statute and no discharge, settlement or release given or made on the faith of any such payment, security or assurance will prejudice the right of the Minister to recover to the full extent of this Deed and the liability of the Guarantor for the amount of money which is due from the Principal to the Minister on each day will be deemed to be a new debt or liability first accruing on such day.

4.4 Should any moneys, liabilities, interest or other sum not be recoverable from the Guarantor under the terms of this Deed for any reason whatsoever, including:

- (a) any legal disability or incapacity of the Principal;
- (b) any invalidity or illegality in the incurring of such liabilities on the part of the Principal;
- (c) any want of authority in any person purporting to act on behalf of the Principal;
- (d) any provision of bankruptcy or insolvency law;
- (e) the passage of time under any relevant Act;
- (f) any moratorium or any statute decree or requirement of any governmental or other authority in any territory where the Principal is incorporated, resides or carries on business; or
- (g) any inability of the Principal to acquire or effect payment in the currency in which such moneys or liabilities or other sums are denominated or to effect payment in the place where such moneys or liabilities or other sums are or are expressed to be payable,

then, whether any such reason or circumstances will have been made known to the Minister or not before the liabilities were incurred, such moneys and liabilities will nevertheless be recoverable from the Guarantor as though it were principal debtor in respect of an equivalent amount and will be paid by the Guarantor forthwith on demand in writing provided a demand has been served first on the Principal and it has failed to immediately pay the sum demanded.

4.5 The Guarantor waives all or any of its rights as surety which may at any time be inconsistent with any of the provisions of clause 4.4.

5. WAIVER OF DEMAND

5.1 For the avoidance of doubt, the Minister is not obliged before making demand under this Deed:

- (a) to take any action or obtain judgment against the Principal in any court;
- (b) to prove any demand made on the Principal;
- (c) to make or file any claim in the insolvency of the Principal; or
- (d) to exercise diligence against the Principal under the Tri-partite Deed,

PROVIDED ALWAYS HOWEVER that the Minister shall first make a demand for repayment on the Principal under the Tri-partite Deed before making a demand hereunder on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded, which demand will include a copy of the demand served on the Principal.

6. INDULGENCE

6.1 Subject to the provisions of clause 2.7 and subject to the terms of the Tri-partite Deed, the Minister may at all times, without the assent or knowledge of the Guarantor, without prejudice to this Deed and without discharging or in any way prejudicing or affecting the Guarantor's liability pursuant to this Deed, or being accountable for any loss occasioned thereby:

- (a) amend or modify the Head Lease and/or the Tri-partite Deed in accordance with their terms;
- (b) grant to the Principal or any other person any time or indulgence;
- (c) deal with, exchange, release, modify, or neglect or forebear to perfect or enforce any securities or other guarantees or rights (including payment of any moneys) which the Minister may now or at any time have from or against the Principal or another person PROVIDED ALWAYS that the Minister shall first make a demand in writing for repayment on the Principal before making a demand in writing on the Guarantor. The Minister shall be permitted to make an immediate demand in writing hereunder in the event that the Principal fails to immediately discharge the amount demanded from it in connection with the Relevant Obligations in accordance with the terms of the Tri-partite Deed, which demand will include a copy of the demand served on the Principal;
- (d) compound with, give time for the payment of any moneys, accept compositions from, or make any other arrangement with, the Principal or with any other person or guarantor; or
- (e) do or omit to do anything which but for this provision might operate to exonerate or discharge the Guarantor from any of its obligations.

6.2 This Deed will not be discharged nor affected by anything which would not have discharged or affected the Guarantor's liability if the Guarantor had been principal debtor to the Minister instead of Guarantor.

7. FAILURE TO TAKE SECURITY

7.1 The liability of the Guarantor pursuant to this Deed will not be affected by:

- (a) any failure by the Minister to take any security or by any invalidity of any security taken; or
- (b) by any legal limitation, disability, incapacity or want of any authority of or by the Principal or of any director, manager, official or other person appearing to be acting for the Principal in any matter in respect of those liabilities.

8. NO PROOF IN COMPETITION

8.1 The Guarantor is not to be entitled as against the Minister to any right of proof in the bankruptcy or insolvency of the Principal or other right of a surety discharging his liability in respect of the principal debt, unless and until the all moneys guaranteed by this Deed are completely discharged and satisfied.

8.2 Any moneys or benefits received by the Guarantor in breach of clause 8.1 must be paid to the Minister, and pending such payment are to be held in trust for the Minister.

8.3 For the purpose of enabling the Minister to sue the Principal or prove in its insolvency for the whole of the moneys outstanding in connection with the Relevant Obligations, or to preserve intact the liability of any other person, the Minister may keep any moneys received pursuant to this Deed in a separate or suspense account to the credit of the Guarantor without any intermediate right on the part of the Guarantor to:

- (a) sue the Principal;
- (b) prove in competition with or so as to diminish any dividend or other advantage that would or might come to the Minister; or
- (c) treat the liability of the Principal as diminished,

PROVIDED HOWEVER that once the Minister has received irrevocable payment of all amounts owing to it by the Principal in connection with the Relevant Obligations and without prejudice to

its rights under clause 11, all outstanding amounts in the suspense account shall be released to the Guarantor.

- 8.4 Until the whole of the moneys guaranteed by this Deed are completely discharged and satisfied, the Guarantor will not exercise any rights of subrogation to the rights of the Minister under the Tri-partite Deed or any security held by it or on his behalf.

9. NO COUNTER-SECURITY WITHOUT CONSENT

- 9.1 The Guarantor has not and must not take from the Principal, either directly or indirectly, without the consent of the Minister any promissory note, bill of exchange, mortgage, charge or other counter-security of any kind which would or might:

- (a) impact on the insolvency of the Principal;
- (b) to the prejudice of the Minister, increase the proofs in such insolvency; or
- (c) diminish the property distributable amongst the creditors of the Principal.

- 9.2 If the Guarantor takes any counter-security of the type referred to in clause 9.1, or receives the benefit of such counter-security with the consent of the Minister, all moneys received in respect of such counter-security will be held on trust for the Minister as a continuing security for the fulfilment of the Guarantor's obligations under this Deed and will be forthwith deposited by the Guarantor with the Minister for that purpose.

10. ADDITIONAL TO ALL OTHER SECURITIES

- 10.1 This Deed will be in addition to and will not be in any way prejudiced or affected by or merge with any collateral or other security now or at any time held by the Minister for all or any part of the moneys guaranteed by this Deed.
- 10.2 The liability of any person or persons not parties to this Deed for all or any part of the moneys secured by this Deed will not in any way be prejudiced or affected by this Deed.
- 10.3 Subject to clause 2.7, the Minister will have full power at his discretion to give time for payment to or make any other arrangement with any such other person or persons without prejudice to this Deed or any liability under this Deed.
- 10.4 Subject to clause 8.3, all moneys received by the Minister from the Guarantor or the Principal and all moneys received by the Minister from any other person liable to pay such moneys may be applied by the Minister to discharge amounts owing from the Principal in connection with the Relevant Obligations or the Guarantor's liabilities hereunder as the Minister may see fit.

11. RETENTION OF SECURITY

- 11.1 The Minister may retain this or any other security held for the Guarantor's liabilities under this Deed until it is replaced by a Decommissioning and Reinstatement Bond in accordance with clause 19 of the Head Lease, or for a period of:

- (a) one month plus any statutory period during which any assurance or security given or payment made by the Guarantor under this Deed may be avoided or invalidated:

- (i) after the creation of such assurance or security; or
 - (ii) after the repayment of all moneys that are or may become due to the Minister from the Principal in connection with the Relevant Obligations where the Minister in his absolute discretion, considers that the payment may be avoided or invalidated,

notwithstanding any release, settlement, discharge or arrangement given or made by the Minister; or

- (b) if a petition is presented to a competent Court for an Order for the winding up of the Principal or the Principal commences being wound up voluntarily such longer period as the Minister considers necessary, in which event such security will be deemed to have continued to have been held as security for the payment to the Minister of all or any sums which may at any time be owing by the Guarantor, either pursuant to this Deed or as a consequence of any order made by a competent Court under any bankruptcy or company law.
- 11.2 No assurance, security or payment which may be avoided under any enactment relating to insolvency and no release, settlement, discharge or arrangement (including a release, settlement, discharge or arrangement of or in relation to this Deed) which may be given or made on the faith of any such assurance, security or payment will prejudice or affect the right of the Minister to recover from the Guarantor to the full extent of this Deed as if such assurance, security payment, release, settlement, discharge or arrangement (as the case may be) had never been granted, given or made where such assurance, release, settlement, discharge, security, payment or arrangement is subsequently avoided.
- 11.3 Any release, settlement, discharge or arrangement referred to in clause 11.2 will, as between the Minister and the Guarantor, be deemed to have been given or made upon the express condition that it will become wholly void and of no effect if the assurance, security or payment on the faith of which it was made or given is at any time avoided under any of the statutory provisions relating to insolvency or otherwise, such that the Minister will be entitled, at any time after any such avoidance, to exercise all his rights pursuant to this Deed and/or any other rights which as a consequence of this Deed he would have been entitled to exercise, but for such release, settlement, discharge or arrangement.
- 11.4 Subject to clause 11.5, this Deed is, and at all times will remain, the property of the Minister.
- 11.5 On the date on which the Minister determines, in his absolute discretion, that all amounts payable now or at any time hereafter by the Principal in connection with the Relevant Obligations have been unconditionally and irrevocably paid in full and the Principal has no further liabilities in connection with the Relevant Obligations and upon:
- (a) payment of all amounts owing hereunder; and
 - (b) payment of all costs, charges and expenses incurred by the Minister in relation to this Deed which are referred to in clause 2.2(d) and any interest payable hereunder,

the Minister will at any time thereafter at the request and cost of the Guarantor execute and do all such acts, deeds and things that may be necessary to surrender or release the Guarantor from its obligations under this Deed and shall return this Deed marked cancelled to the Guarantor.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 The Guarantor acknowledges at the date hereof that:
- (a) it has not relied on any warranty or representation made by or on behalf of the Minister to induce it to enter into this Deed;
 - (b) it has made, its own independent investigation of the financial condition and affairs of the Principal at the date hereof and assessment of the creditworthiness of the Principal at the date hereof; and
 - (c) the Minister does not have any duty or responsibility, either now or in future, to provide it with any information or to make any investigations into the financial condition and other affairs of the Principal.
- 12.2 The Guarantor represents and warrants to the Minister, such warranties and undertakings to continue so long as this Deed remains subsisting, that:

- (a) it is validly existing under the laws of the place of its incorporation and has the power and authority to own its own assets, to conduct its business, to enter into this Deed and to exercise its rights and perform its obligations pursuant to this Deed and, as far as it is aware (having made diligent enquiries) all consents, whether governmental or of third party creditors of the Guarantor, and all acts, conditions and things required to be obtained, done, fulfilled and performed by the Guarantor in order to:
- (i) enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Deed; and
 - (ii) ensure that the obligations expressed to be assumed by it in this Deed are legal, valid and binding.
- have been obtained, done, fulfilled and performed and it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority or that any stamp, registration or similar tax be paid on or in relation to this Deed in any jurisdiction other than Ireland;
- (b) all corporate and other action required to authorise its execution of this Deed and the Guarantor's performance of its obligations pursuant to this Deed has been duly taken;
 - (c) the Guarantor will not be required, at the date hereof, to make any deduction or withholding from any payment it may make under this Deed;
 - (d) the execution of this Deed by the Guarantor and the exercise of its rights and performance of its obligations pursuant to this Deed do not and will not;
 - (i) conflict with any agreement, mortgage, bond or other instrument to which it is a party or which is binding upon it or any of its assets;
 - (ii) conflict with any provisions of its Memorandum and Articles of Association or other constitutional documents and rules and regulations; or
 - (iii) conflict with any applicable law, regulation or official or judicial order;
 - (e) the claims of the Minister against it under this Deed will rank at least pari passu with the claims of all its other creditors save those whose claims are preferred solely by any bankruptcy, insolvency, liquidation or other similar laws of general application and in any proceedings taken in relation to this Deed:
 - (i) it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process; and
 - (ii) the choice of Irish law as the governing law of this Deed and any judgment obtained in Ireland will be recognised and enforced;
 - (f) the obligations expressed to be assumed by the Guarantor in this Deed are legal and valid obligations binding on it in accordance with the terms of this Deed;
 - (g) it has not as at the date of this Deed taken any corporate action nor have any legal proceedings been started against it for its winding-up, dissolution, administration, examination or re-organisation or for the appointment of a receiver, an examiner, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues;
 - (h) it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets or under any statutory obligation whatsoever (including the payment of any due taxes) to any extent or in a manner which might have a material adverse effect on its ability to perform its obligations under this Deed; and
 - (i) no action or administrative proceeding of or before any court or agency which might have a material adverse effect on its business or financial condition has been started.

13. PAYMENTS

- 13.1 All sums payable by the Guarantor under this Deed must be made to the Minister:
- (a) in full in such manner as the Minister may direct;
 - (b) in the same currency as the relative payments were due to be made by the Principal;
 - (c) subject to clause 13.2 free of any present or future taxes, levies, imposts, duties, charges, fees or withholdings; and
 - (d) without set-off or counterclaim or any restriction condition or deduction whatsoever.
- 13.2 If the Guarantor is compelled by law to make any deduction or withholding from any payment due under this Deed for the account of the Minister, the Guarantor must promptly pay to the Minister such additional amount as would result in the net amount received by the Minister being equal to the full amount which would have been receivable had there been no deduction or withholding.
- 13.3 The Guarantor hereby indemnifies the Minister against any losses or costs incurred by the Minister by reason of any failure of the Guarantor to make the deduction or withholding referred to in clause 13.2.
- 13.4 If, and to the extent that the Guarantor pays any additional amount under clause 13.2 and the Minister receives and retains the benefit of a refund of tax or credit against tax on its overall net income which is identified by the Minister as attributable to the tax that was so withheld or deducted, the Minister shall, to the extent that the Minister can do so in his sole opinion without prejudicing the retention of the refund or credit and without prejudice to his rights to obtain any other relief or allowance which may be available to him and to conduct his own tax affairs as he sees fit, reimburse to the Guarantor such amount as it shall determine will leave the Guarantor after reimbursement in no better or worse position than it would have been if the payment of the relevant additional amount had not been required.

14. CURRENCY

- 14.1 Without prejudice to the provisions of clause 13.1(b), if a payment is made by the Guarantor in a different currency from that in which the obligations to the Minister are denominated, the Guarantor's obligations to the Minister will only be satisfied to the extent that the Minister may, in accordance with normal banking procedures, on the Business Day following receipt of the different currency, purchase in the appropriate foreign exchange market, the denominated currency.
- 14.2 Any amounts which the Minister recovers under any judgment of any Court against the Guarantor in respect of any of the Guarantor's liabilities under this Deed (which is in a currency other than the currency in which the Principal's obligations are denominated) will as soon as is reasonably practicable be converted (if necessary) into the currency or currencies of denomination of the Principal's liabilities.
- 14.3 If any currency conversion pursuant to clause 14.1 or 14.2 results in an amount which is less than the liabilities of the Guarantor in the denominated currency, the Guarantor agrees as a separate obligation (which will not merge in any judgment), to indemnify the Minister against any such deficiency.
- 14.4 If any currency conversion pursuant to clause 14.2 results in an amount which exceeds the liabilities in the denominated currency, the Minister will return such excess to the Guarantor as soon as is reasonably practicable.

15. NOTICES

- 15.1 Any notice or demand pursuant to this Deed will be deemed to have been sufficiently given if sent by prepaid post to the registered office of the Guarantor or as agreed by the parties.

- 15.2 Any such notice or demand sent by post will be deemed to have reached the Guarantor at the expiration of seven days after it has been posted and will be effective notwithstanding that it has been returned undelivered and, in proving such service, it will be sufficient to prove that the notice or demand was properly addressed and posted.

16. CERTIFICATE

- 16.1 A certificate in writing signed by a person authorised by the Minister as to the amount of the Principal's liabilities to the Minister or the total amount recoverable under this Deed will be prima facie evidence for all purposes against the Guarantor, except in the case of manifest error. The Guarantor may dispute the terms of the certificate but pending resolution of any such dispute, all amounts demanded hereunder shall be paid.
- 16.2 The Minister need not advise the Guarantor of his dealings with the Principal or of any default by the Principal of which the Minister may have knowledge.

17. SCHEMES OF ARRANGEMENT

- 17.1 This Deed will not be discharged, nor will the Guarantor's liability be affected, by any reduction occurring in, or other arrangement being made relating to the Principal's liabilities to the Minister as a result of any arrangement or composition, made pursuant to any of the provisions of the *Companies (Amendment) Act 1990* or any analogous provisions or made pursuant to any proceedings or actions whatsoever and whether or not following the appointment of a receiver, trustee, liquidator, receiver or examiner or any similar officer to the Principal or over all or a substantial part of the assets of the Principal.
- 17.2 The Guarantor agrees that the amount recoverable by the Minister from the Guarantor under this Deed will be the full amount which would have been recoverable by the Minister from the Principal had no such arrangement or composition been entered into subject to any payments received by the Minister from the Principal under any such arrangement or composition.

18. ASSIGNMENT

- 18.1 The Guarantor shall not assign any interest in this Deed without the prior written consent of the Minister.
- 18.2 The Minister may only assign the benefit of this Deed to any emanation of the State of Ireland as a result of transfer of statutory functions and by notice in writing to the Guarantor and this Deed may be enforced by any such assignee and proceeded on in the same manner as if such assignee had been named herein instead of the Minister.

19. WAIVER

- 19.1 A waiver is of no force and effect unless it is given in writing.
- 19.2 No delay, omission or forbearance by a party in enforcing a power or right will be deemed a waiver of that party's right to enforce that power or right.
- 19.3 Any single or partial exercise of any power or right shall not preclude any future exercise of that power or right.
- 19.4 Any waiver of a power or right in a particular instance will not constitute a future waiver of that power or right in any other circumstance or in any way limit a party's future ability to exercise that power or right.

20. SEVERABILITY

- 20.1 If any provision of this Deed 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 will be severed and the remainder of this Deed will remain in full force and effect.

20.2 As soon as is reasonably practicable, but in any event no more than 10 Business Days after a provision of this Deed becomes or is declared invalid, unenforceable or illegal, the parties must meet and use all reasonable endeavours to agree terms which, to the maximum extent possible, return each of the parties to the position that they would have been in had the provision not been or not become invalid, unenforceable or illegal.

20.3 The parties must comply with this Agreement as amended in accordance with this clause 20.

21. **COUNTERPARTS**

21.1 This Deed may be executed in any number of counterparts and the counterparts together will form one and the same Deed.

22. **GOVERNING LAW**

22.1 This Deed will be governed and construed in accordance with the laws of Ireland.

22.2 The parties hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Ireland.

IN WITNESS whereof this Deed has been executed and delivered the day and year first herein **WRITTEN**.

EXECUTED AS A DEED

by []

in the presence of:-

Director

Director / Secretary

PRESENT when the Official Seal of the Minister
for Communications, Marine and Natural
Resources was affixed and was authenticated
by the Signature of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

Joe Ryan

A person authorised under Section 15(1) of
the Ministers and Secretary's Act, 1924 to
authenticate the seal of the Minister.

Appendix 2.3 – Deed of Regularisation

DATED THE 14 DAY OF July

2023

THE MINISTER FOR HOUSING, LOCAL GOVERNMENT AND HERITAGE

of the First part

-AND-

SURE PARTNERS LIMITED

of the Second part

-AND-

ARKLOW ENERGY LIMITED

of the Third part

DEED OF REGULARISATION

Chief State Solicitor
Osmond House
Little Ship Street
Dublin 8
CSSO Ref.: 2022/02268

THIS DEED OF REGULARISATION dated the 14 day of May 2023
BETWEEN

THE MINISTER FOR HOUSING, LOCAL GOVERNMENT AND HERITAGE (the “**Minister**”) of Custom House in the City of Dublin, D01 W6X0 of the first part;

SURE PARTNERS LIMITED having its registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18, D18 W688 (“the **Lessee**”) of the second part; and

ARKLOW ENERGY LIMITED having its registered office at 3 Dublin Landings, North Wall Quay, Dublin 1, D01 C4E0 (“**Arklow Energy**”) of the third part.

WHEREAS:

- A. By Foreshore Lease (the “**Lease**”) dated 11 January 2002 made between (1) The Minister for Marine and Natural Resources and (2) Sure Partners Limited, the Leasehold Area described in the Lease and replicated in Schedule 1 hereto (the “**Demised Area**”) was demised to the Lessee for a term of 99 years from 11 January 2002 (the “**Term**”) subject to the payment of the Up-Front Fees and Royalties thereby reserved and to the covenants on the Lessees part and the conditions contained in the Lease.
- B. The Lessee sought the consent of the Minister then entitled the Minister for Communications, Marine and Natural Resources to the grant of a sublease of part of the Demised Area to Arklow Energy, and the Minister’s consent to certain variations to the Lease.
- C. By tripartite Agreement (the “**Arklow Banks Agreement**”) dated 20th June 2003 made between (1) The Minister for Communications, Marine and Natural Resources, (2) the Lessee; and (3) Arklow Energy, the Minister for Communications, Marine and Natural Resources provided his consent to the grant of a sub-lease of part of the Demised Area by the Lessee to Arklow Energy, and consent to certain variations to the Lease, subject to the terms and conditions set out in the Arklow Banks Agreement.

- D. By Sub Lease (“**Sub Lease**”) dated 20th June 2003 the Lessee sub-demised part of the Demised Area to Arklow Energy, subject to the covenants and conditions therein contained.
- E. By Decommissioning and Reinstatement Guarantee (the “**Guarantee**”) dated 15th July 2003 made between (1) General Electric International INC (“**GE**”) and (2) the Minister for Communications, Marine and Natural Resources, GE guaranteeing certain obligations of Arklow Energy to the Minister for Communications, Marine and Natural Resources in accordance with the terms thereof.
- F. Clause 6.1 of the Guarantee provides (*inter alia*) that
- “Subject to the provisions of clause 2.7 and subject to the terms of the Tri-partite Deed, the Minister may at all times, without the assent or knowledge of the Guarantor, without prejudice to this Deed and without discharging or in any way prejudicing or affecting the Guarantor’s liability pursuant to this Deed, or being accountable for any loss occasioned thereby:*
- (a) amend or modify the Head Lease and/or the Tri-partite Deed in accordance with their terms”*
- G. By virtue of the following Statutory Instruments and Acts of the Oireachtas – that is to say, 307 of 2002, 705 of 2007, 707 of 2007, Foreshore and Dumping at Sea (Amendment) Act 2009, 193 of 2011, Foreshore (Amendment) Act 2011, 394 of 2016, 358 of 2017, and 408 of 2020 – the interest of the Minister for Marine and Natural Resources in the Lease, (*inter alia*) the Arklow Banks Agreement and the Guarantee, were vested in the Minister (party hereto).
- H. Arklow Energy subsequently developed Phase 1 of a wind farm project known as the “Arklow Banks Project”.
- I. It has become apparent that a small part of Phase 1 of the Arklow Banks Project is located outside the boundaries of that part of the Demised Area the subject matter of the Arklow Banks Agreement, and the parties are desirous of regularising the Arklow Banks Agreement in order to remove the inconsistency arising.

- J. The Sub Lease has been modified by the annexation thereto of a map correctly reflecting the boundaries of Phase 1 of the Arklow Banks Project and it is intended that this Deed is pursuant to that modification.
- K. The Lessee and Arklow Energy confirm that they have obtained all necessary consents, permissions, permits, licenses, registrations and authorisations in respect of the Phase 1 area reflected in the Substitute Map (hereinafter defined).
- L. This deed is supplemental to the Lease and the Arklow Banks Agreement as is entered into in the context of the extant Sub Lease.

OPERATIVE PROVISIONS:

Regularisation of the Arklow Banks Agreement

1. In consideration of the Arklow Banks Agreement and for the consideration expressed therein, the Minister, the Lessee and Arklow Energy **HEREBY AGREE** that in order to regularise the Arklow Banks Agreement:-
- (a) THAT in substitution for the wording actually contained in Schedule 1 of the Arklow Banks Agreement the following shall be and shall be deemed at all times to have been contained therein:

“ALL THAT AND THOSE that part of the Foreshore comprising 150.71 hectares, together with any buildings, works or other structures thereon or to be hereafter constructed thereon situate at Arklow Banks as shown outlined in red, referred to as “Retained Area” in the Legend, the co-ordinates of which are specified on the map; including the “Cable Route” and “10m Cable Route Corridor” referred to in the Legend, as shown outlined in blue and purple, on the map annexed hereto and referred to as Title “TRIPARTITE MAP”, Drawing Number LF100034-ARK-M-INF-0004-06, Rev 01, Date 13/12/2022.”

AND

- (b) THAT in substitution for the map actually annexed to the Arklow Banks Agreement (“**the Original Map**”), the map annexed hereto in Schedule 2, and referred to as the “TRIPARTITE MAP”, being Drawing Number “LF100034-ARK-M-INF-0004-06”, Rev “01”, Date “13/12/2022” (hereinafter “**the Substitute Map**”) is deemed to be and always to have been annexed to the Arklow Banks Agreement.
2. For the avoidance of doubt the Minister hereby **CONSENTS** to the grant of the Sub Lease over that Part of the Demised Area described in Paragraph 1(a) and (b), in substitution for the area described in the Original Map.
3. In further consideration of the Arklow Banks Agreement and for the consideration expressed therein, the Minister, the Lessee and Arklow Energy **HEREBY AGREE** that:
- (a) this Deed is and is intended to be supplemental to and read in conjunction with the Arklow Banks Agreement and the Lease, and is executed in the context of the Sub Lease;
- (b) Save as hereby modified, the Arklow Banks Agreement (as amended) and the Lease, (and for the avoidance of doubt the Sub Lease), shall continue in full force and effect, and the Minister and the Lessee **CONFIRM AND RATIFY** the Lease and the Minister, the Lessee and Arklow Energy **CONFIRM AND RATIFY** the Arklow Banks Agreement.
- (c) This deed is not intended by any party nor understood by any party to operate as a surrender and re-grant of the Demised Area or any part thereof whether by operation of law or otherwise.
- (d) The Lessee hereby indemnifies and shall keep the Minister indemnified against all and any stamp duties arising out of this deed.

SCHEDULE 1

(Demised Area)

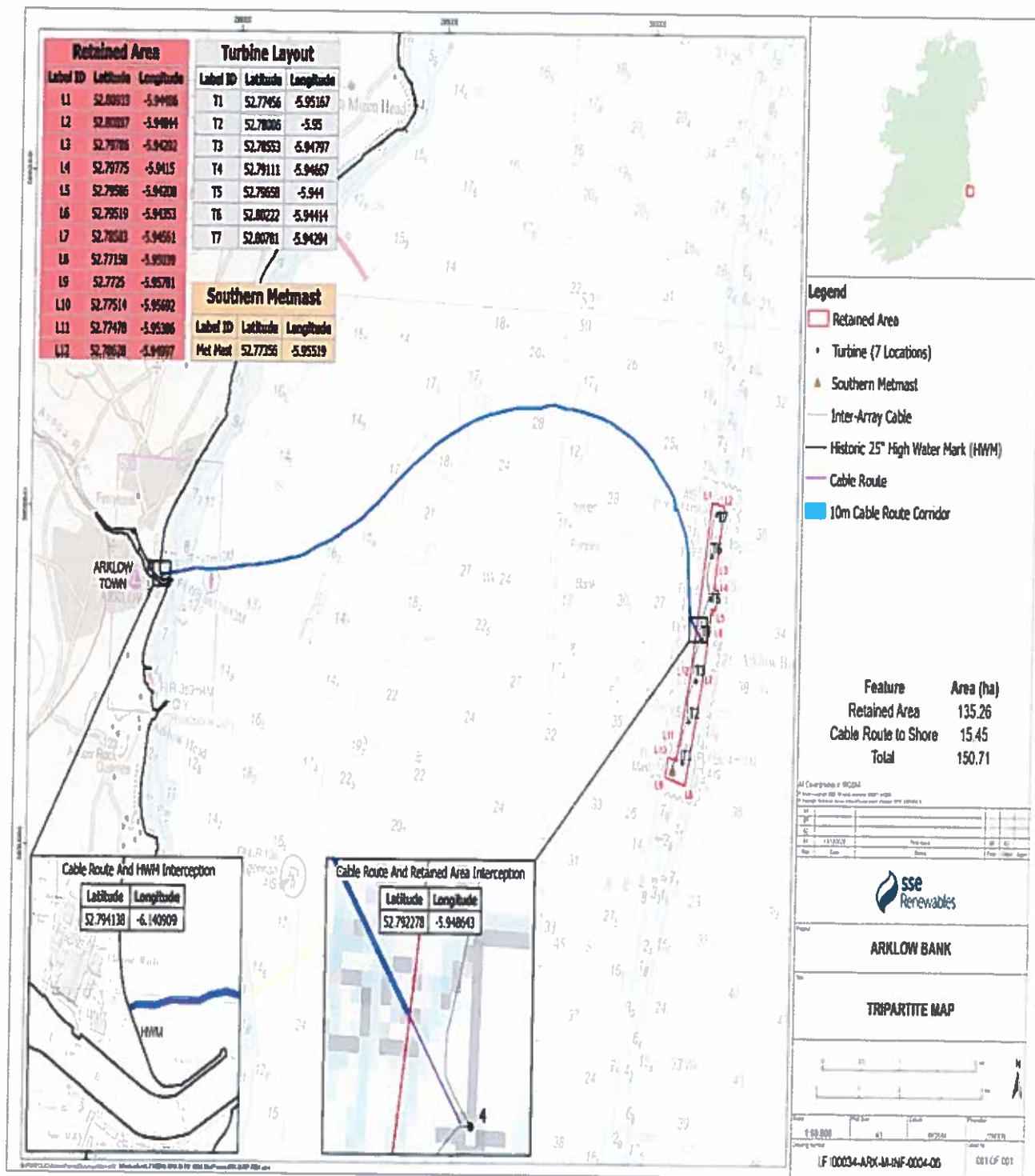
"The area known as the Arklow Banks delineated in red on the extract from admiralty chart no. 1787 annexed to this Schedule, which lie within the geographic co-ordinates:

- 1. 52 degrees 40 minutes, 42 seconds north and 5 degrees 59 minutes, 51 seconds west at its south westerly point;*
- 2. 52 degrees, 40 minutes, 29 seconds north and 5 degrees, 57 minutes, 51 seconds west at its south easterly point;*
- 3. 52 degrees, 55 minutes, 5 seconds north and 5 degrees, 56 minutes 3 seconds west at its northwesterly point; and*
- 4. 52 degrees, 54 minutes, 52 seconds north and 5 degrees, 53 minutes, 51 seconds west at its north easterly point,*

together with the cable routes encompassed within the following coordinates, or such other coordinates approved by the Minister at the request of the Lessee:

- 5. Route one from the point 52 degrees, 52 minutes, 32 seconds north and 5 degrees, 56 minutes, 7 seconds west through the point at 52 degrees, 51 minutes, 27 seconds north and 5 degrees, 59 minutes, 43 seconds west, then through the point at 52 degrees, 50 minutes, 18 seconds north and 6 degrees, 4 minutes, 14 seconds west and onward to the high water mark at 52 degrees, 49 minutes, 52 seconds north and 6 degrees, 6 minutes, 34 seconds west;*
- 6. Route two from the point located at 52 degrees, 47 minutes, 30 seconds north and 5 degrees, 57 minutes, 20 seconds west through the point at 52 degrees, 48 minutes, 31 seconds north and 5 degrees, 57 minutes, 38 seconds west, then through the point at 52 degrees, 49 minutes, 12 seconds north and 5 degrees, 59 minutes, 50 seconds west to 52 degrees, 49 minutes, 26 seconds north and 6 degrees, 2 minutes, 3 seconds west to 52 degrees, 49 minutes, 39 seconds north and 6 degrees, 4 minutes, 16 seconds and onward to high water mark at 52 degrees, 49 minutes, 52 seconds north and 6 degrees, 6 minutes, 34 seconds west; and*
- 7. Route three from the point 52 degrees, 43 minutes, 48 seconds north and 5 degrees, 58 minutes, 34 seconds west, through the point at 52 degrees, 45 minutes, 50 seconds north and 5 degrees, 59 minutes, 11 seconds west, then through the point at 52 degrees, 48 minutes, 32 seconds north and 5 degrees, 59 minutes, 14 seconds west, then through the point at 52 degrees, 49 minutes, 6 seconds north and 6 degrees, 0 minutes, 57 seconds west, then through the point at 52 degrees, 48 minutes, 58 seconds north and 6 degrees, 2 minutes, 4 seconds west, then through the point 52 degrees, 48 minutes, 8 seconds north and 6 degrees, 4 minutes, 20 seconds west, then through the point at 52 degrees, 47 minutes, 48 seconds north and 6 degrees, 6 minutes, 34 seconds west and onward to the high water mark at 52 degrees, 47 minutes, 44 seconds north and 6 degrees, 8 minutes, 5 seconds west."*

(“the Substitute Map”)



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 Minister and Lessee and Arklow Energy have hereunto affixed their seal the day and year first herein WRITTEN.

PRESENT when the **OFFICIAL**)

SEAL of THE MINISTER FOR)

Housing, Local Government and Heritage

was affixed hereto

And was authenticated by the)

signature of:-)

_____) Erica Daly

) A person authorised by Section 15(1) of

) the Ministers and Secretaries Act, 1924

) to authenticate the Seal of the said Minister.

WITNESS NAME: AARON QUINN)

WITNESS

SIGNATURE: Ann O'Sc)

ADDRESS: Cuison House,)

Dublin)

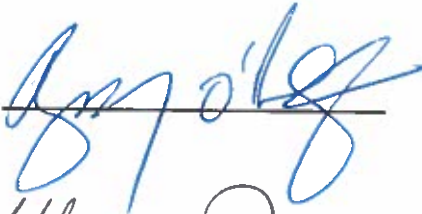
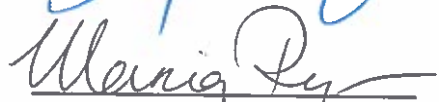
OCCUPATION: Caril Sewant)

GIVEN under the **COMMON SEAL**)

of **SURE PARTNERS LIMITED**)

and delivered as a Deed in accordance with its)

Company Constitution)

) 
) 
)

GIVEN under the **COMMON SEAL**)
of **ARKLOW ENERGY LIMITED**)
and delivered as a Deed in accordance with its)
Company Constitution)

Seamus O'Connell
Director.



[Signature]
pp Goodbody Secretarial Limited

DATED THE 17 DAY OF May 2023

THE MINISTER FOR HOUSING, LOCAL GOVERNMENT AND HERITAGE

of the First part

-AND-

SURE PARTNERS LIMITED

of the Second part

-AND-

ARKLOW ENERGY LIMITED

of the Third part

DEED OF REGULARISATION

Chief State Solicitor
Osmond House
Little Ship Street
Dublin 8
CSSO Ref.: 2022/02268

Appendix 2.4 – Substation Lease

C. J. LOUTH & SON

SOLICITORS

Solicitors to Arklow Urban Council
and Arklow Harbour Authority

CATHAL LOUTH
CORONER FOR WICKLOW EAST
EDWARD MCCARTHY
EDMUND LOUTH
MARIA BYRNE

TELEPHONE No (0402) 32809

FACSIMILE No (0402) 31126

SECUREMAIL cjlouthandson@securemail.ie

WEBSITE www.cjlouthandson.ie

FERRYBANK,

ARKLOW,
P.O. Box No 14

Co. WICKLOW.

Our Ref: CL/MLQ/AHC 1-9

Your Ref:

Date 25 August, 2003

Arklow Harbour Commissioners,
Harbour Office,
South Quay,
Arklow.

RE: SURE PARTNERS LIMITED -to- ARKLOW ENERGY LIMITED

Dear Sirs,

We enclose Assignment of Lease herein to Arklow Energy Limited.

Yours truly,

*Thursday 28 Aug 03 - 1130 hr
(at) Parks on this matter
Spoke to Eddy McCarthy:
who stated this is nothing to do
with us. Just between Saks
and obair.*

My

THIS INDENTURE is dated 20th day of June, 2003 and is made

BETWEEN

- (1) **Sure Partners Limited**, a limited liability company having its registered office at 8/10 Rock Hill, Main Street, Blackrock, Co. Dublin (hereinafter called the **Assignor** which expression shall where the context so admits include its permitted Successors and Assigns) of the one part;

AND

- (2) **Arklow Energy Limited**, a limited liability company having its registered office at Toughers Industrial Park, Unit IC, Newhall, Naas, Co. Kildare (hereinafter called the **Assignee** which expression shall where the context so admits include its permitted Successors and Assigns) of the other part.

WHEREAS

- A By an Indenture of Lease (hereinafter called the **Lease**) dated 28th day of April, 2003 and made between Arklow Harbour Commissioners (hereinafter called the **Lessor**) of the one part and the Assignor of the other part the premises therein and more particularly described in the Schedule (hereinafter called the **Premises**) hereto assigned were demised unto the said Assignor for the term of Seventy Five years from the 1st day of January, 2003 subject to the yearly rent of €10,000 thereby reserved and under and subject to the covenants on the part of the Lessee and conditions therein contained.
- B The Assignor has entered into a Co-Development and Implementation Agreement (hereinafter called the **Co-Development and Implementation Agreement**) on the 20th day of June, 2003 whereby the Assignor and the Assignee have agreed to co-develop, construct and test an off-shore windfarm.
- C In consideration of the Assignee entering into the aforesaid Co Development and Implementation Agreement with the Assignor, the Assignor as beneficial owner has agreed with the Assignee to assign to the Assignee the premises for all the residue unexpired of the term subject to the rent and the covenants on the part of the Assignor and the conditions contained in the Lease but otherwise free from encumbrances.

NOW THIS INDENTURE WITNESSETH as follows:

1. ASSIGNMENT

In pursuance of the said agreement and in consideration of the Assignee executing the Co-Development and Implementation Agreement (the Assignor doth hereby acknowledge the signing of the aforesaid Co Development and Implementation Agreement by the Assignee) the Assignor, as beneficial owner, **HEREBY ASSIGNS** unto the Assignee **ALL THAT AND THOSE** the Premises **TO HOLD** the same unto the Assignee for all the residue now unexpired of the said term of years subject to the yearly rent thereby reserved and to the performance and observance of the covenants on the part of the Lessee and the conditions contained in the Lease and conditions by and in the same Indenture reserved

AND THE ASSIGNEE HEREBY COVENANTS with the Assignor that the Assignee will henceforth pay the said yearly rent reserved by and perform and observe during the continuance of the said term the covenants on the part of the Assignor and conditions contained in the said Lease and will indemnify and keep the Assignor effectually indemnified at all times against all actions proceedings costs expenses damages claims or demands whatsoever by reason or on account of the non-payment of the said rent or any part thereof or the breach non-performance or non-observance of the said covenants and conditions or any of them.

2. NOTICE AND FURTHER ASSURANCE

- 2.1 The Assignor will notify Arklow Harbour Commissioners of the assignment contained herein and will procure (so far as it is able) that Arklow Harbour Commissioners will acknowledge notice to the Assignee.
- 2.2 Upon the written request of the Assignee, the Assignor shall execute and deliver any and all such further instruments and documents and take such actions as the Assignee may reasonably require for the purpose of obtaining the full benefit of the assignment effected hereby and of the rights and powers granted by this Deed.

IT IS HEREBY CERTIFIED that the consideration (other than rent) for the Lease is wholly attributable to property which is not residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) which is attributable to property which is not residential property exceeds €6,350.

IT IS HEREBY CERTIFIED that Section 53 (Lease combined with Building Agreement for a dwelling house/ apartment) of the Stamp Duties Consolidation Act 1999 does not apply to this instrument.

IT IS HEREBY CERTIFIED by the Assignee, being the body corporate becoming entitled to the entire beneficial interest in the property hereby transferred, that the said Assignee is a body corporate incorporated in a Member State of the European Communities and has its registered office in the territory of that State and as such is a qualified person within the meaning of Section 45 of the Land Act, 1965 and S.I. No. 56 of 1995.

IT IS HEREBY FURTHER CERTIFIED that for the purposes of Section 29 of the Companies Act, 1990 that the Assignor and the Assignee are not bodies corporate connected with one another in a manner which would require this transaction to be ratified by resolution of either.

AND IT IS HEREBY FURTHER CERTIFIED that the property transferred is situate in the Urban District of Arklow

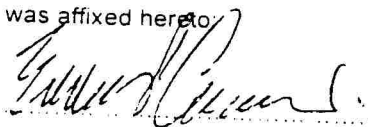
SCHEDULE

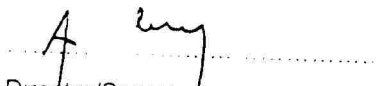
DESCRIPTION OF PREMISES

ALL THAT AND THOSE the premises comprised in and demised by the said Lease and therein described as "ALL THAT part of the lands of Ferrybank in the parish of Kilbride town and Barony of Arklow and County of Wicklow as same is more particularly delineated on the plan or map annexed hereto and thereon verged red surety together with a wayleave five meters wide for the purpose of laying cabling (the "cabling") for the transmission of electricity and all necessary apparatus ancillary to this cabling laid in or over a strip of land coloured yellow on the map attached hereto and marked with the letters " A-B-C-D" (the " cabling strip")"

IN WITNESS whereof the parties hereto have caused their common seals to be affixed on the day and year first written above.

PRESENT when the common
seal of Sure Partners Limited
was affixed hereto


Director


Director/Secretary

SIGNED SEAL AND DELIVERED

for and on behalf of

ARKLOW ENERGY LIMITED

by its lawfully appointed

Attorney James Lowe

In the presence of

Witness. _____

Address. _____

Occupation. _____

SIGNED SEAL AND DELIVERED

for and on behalf of

ARKLOW ENERGY LIMITED

by its lawfully appointed

Attorney **James Lowe**

James Lowe

In the presence of

Witness:

Elizabeth Bradley

Address:

1st Eccobody, IFSC,

North Wall Quay, Dublin 1.

Occupation:

Solicitor

462674_3.doc

Appendix 2.5 – Switch House Lease

C. J. LOUTH & SON

SOLICITORS
Solicitors to Arklow Urban Council
and Arklow Harbour Authority

CATHAL LOUTH
CORONER FOR WICKLOW EAST
EDWARD McARTHUR
EDMUND LOUTH
MARIA BYRNE

TELEPHONE NO (0402) 32809
FACSIMILE NO (0402) 31126
WEBSITE www.cjlouthandson.ie
EMAIL info@cjlouthandson.ie

FERRYBANK,
ARKLOW,
P.O. Box No 14
CO. WICKLOW.

Our Ref:

Your Ref: *F.A.O. Reza Moore* Date: *13/11/06*

Ash. Goodbody.

*Arklow Harbour Commissioners
with Arklow Energy Ltd*

*With reference to our telephone conversation
this morning we enclose copy letter from your
clients to the Arklow Harbour Commms.*



Arklow Energy Limited

Arklow Harbour Commissioners
South Quay
Arklow
Co. Wicklow

Dear Sirs

I reference the previous agreement between Arklow Harbour Commissioners and Sure Partners Limited regarding the lease of land for the Arklow Offshore wind project switch house on the North Quay.

In order to meet the grid connection requirements of ESB Networks and CER (Commission for Energy Regulation), we must install an additional piece of equipment behind the existing switch house on the North Quay. This equipment is an isolation transformer.

We request a 1.5-meter extension of the leased land in between the switch house and the sea wall. This extension will allow the current fencing behind the switch house to be moved back in order to meet the required minimum distance between a piece of equipment and surrounding fence per ESB Networks' specification.

We have started planning permission and the Council requests written consent from property owners for construction of equipment.

Please respond with your thoughts on the matter. And if acceptable in current format, we would greatly appreciate your written acceptance so that we can move forward with planning permission.

We look forward to hearing from you.



For and on behalf of Arklow Energy Limited

Arklow Energy Limited
Toughers Industrial Park
Unit 1C, Newhall
Naas
Co. Kildare
Ireland

REPLY SENT
19-11-2006



C. J. LOUTH & SON

SOLICITORS

*Solicitors to Arklow Urban Council
and Arklow Harbour Authority*

CATHAL LOUTH
CORONER FOR WICKLOW EAST
EDWARD MCCARTHY
EDMUND LOUTH
MARIA BYRNE

TELEPHONE No (0402) 32809

FACSIMILE No (0402) 31126

WEBSITE www.cjlouthandson.ie

EMAIL info@cjlouthandson.ie

FERRYBANK,

ARKLOW,
P.O. Box No 14

CO. WICKLOW.

Our Ref:

Your Ref:

FA.O Ros Moore

Date:

13/11/06

Ash. Goodbody.

*Arklow Harbour Commissioners
with Arklow Energy Ltd*

*With reference to our telephone conversation
this morning we enclose copy letter from your
clients to the Arklow Harbour Comm.*



C. J. LOUTH & SON

SOLICITORS

*Solicitors to Arklow Urban Council
and Arklow Harbour Authority*

CATHAL LOUTH
CORONER FOR WICKLOW EAST
EDWARD MCCARTHY
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MARIA BYRNE

TELEPHONE No (0402) 32809
FACSIMILE No (0402) 31126
WEBSITE www.cjlouthandson.ie
EMAIL info@cjlouthandson.ie

FERRYBANK,

ARKLOW,
P.O. Box No 14

Co. WICKLOW.

EMcC/JB/AHC1-15

RRN/CC1 01315907

3 November 2006

Our Ref:

Your Ref:

Date:

A & L Goodbody,
Solicitors,
IFSC Centre,
North Wall Quay,
Dublin 1.
D.X. 29 DUBLIN

**RE: ARKLOW WINDFARM
YOUR CLIENTS: ARKLOW ENGERY LIMITED
OUR CLIENT: ARKLOW HARBOUR COMMISSIONERS**

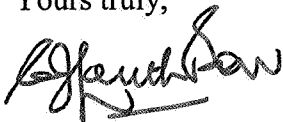
Dear Sirs,

With reference to previous correspondence in this case we are instructed by the Arklow Harbour Commissioners that it has been agreed to lease a small additional plot of ground to your clients to enable them to comply with the requirements to the ESB.

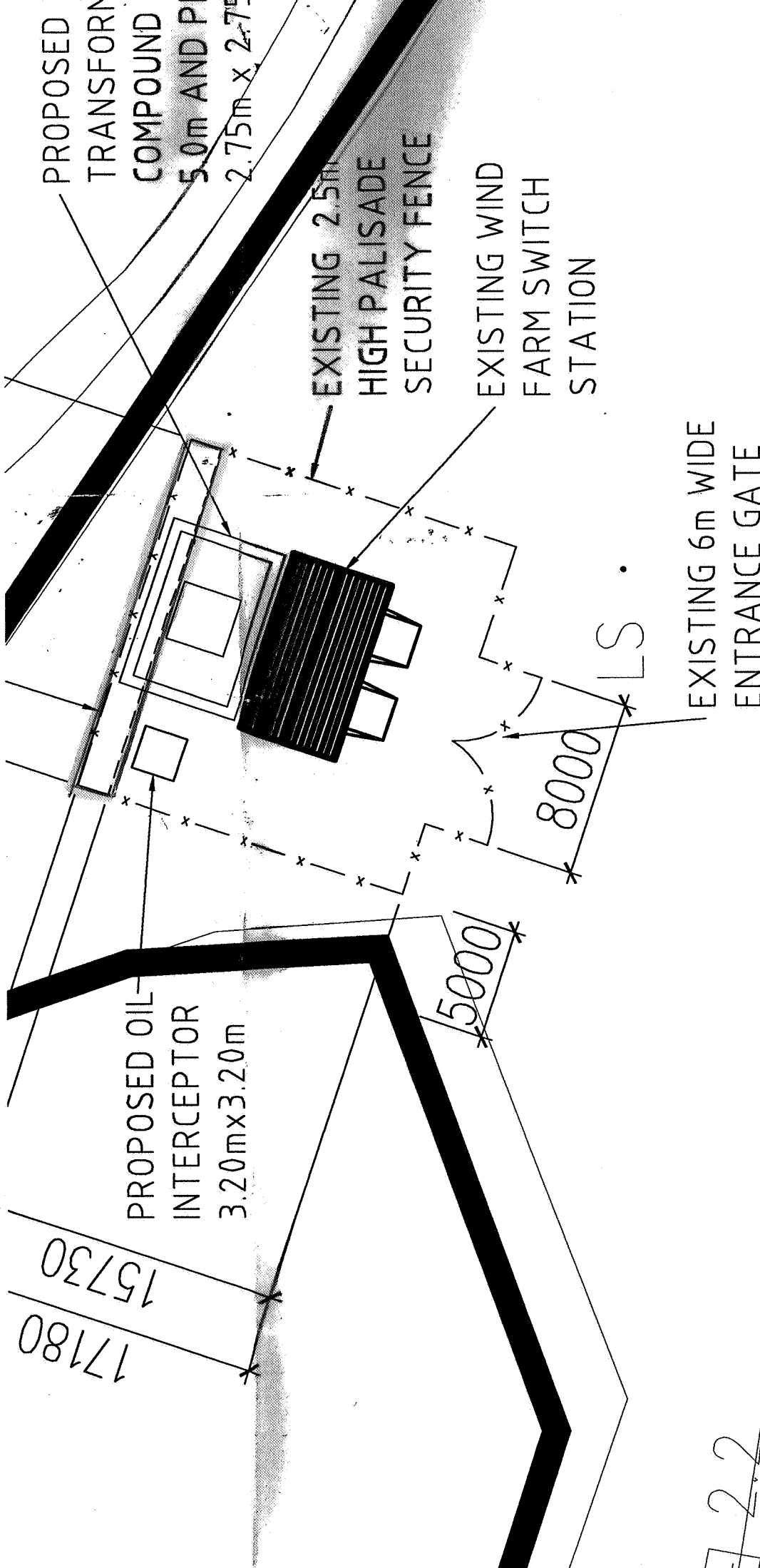
We therefore enclose a draft of the Lease for your approval and we also enclose a copy of a map showing the additional plot to be leased.

We shall be glad to hear further from you on the matter as soon as convenient.

Yours truly,



Eddie McCarthy
info@cjlouthandson.ie



2.2

THIS INDENTURE made the day of Two Thousand and BETWEEN ARKLOW HARBOUR COMMISSIONERS of South Quay, Arklow in the County of Wicklow (hereinafter called "the Lessor" which expression shall where the context so admits include their Successors and Assigns of the One Part and ARKLOW ENERGY LIMITED having its registered office at Toughers Industrial Park, Unit 1C, New Hall, Naas in the County of Kildare (hereinafter called "the Lessee" which expression shall where the context so admits include its Successors and Assigns of the Other Part

WITNESSETH that the Commissioners (by and with the consent of the Minister for the Marine and Natural Resources as testified by the Seal of the said Minister endorsed hereon) in consideration of the sum of Two Thousand Euro on or before the execution hereof paid by the Lessee to the Lessor and in consideration of the yearly rents hereby reserved and the covenants by the Lessee and conditions hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee **ALL THAT** the premises more particularly described in the First Part of the First Schedule hereto (hereinafter referred to as "the demised premises") together with the easements and rights specified in the Second Part of the said Schedule **EXCEPTING AND RESERVING** unto the Lessor and its Lessees, servants and licensees the rights and needs as specified in the Third Part of the said Schedule **TO HOLD** the same unto the Lessee for the term of Seventy Two years from 1st day of January 2006 hereinafter called the commencement date **YIELDING AND PAYING** therefore and thereout during the said term the yearly rent of €2,000.00 (Two Thousand Euro) in every year **AND** also **YIELDING AND PAYING** by way of an additional rent (save in the event of a Bank Strike) interest at 1% over the then Bank of Ireland Lending Rate on unsecured overdrafts on the rent hereby reserved and made payable if the said rent shall not be paid within Twenty-one days of the day in the manner herein prescribed for payment of same until the date of actual payment of said rent; **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT** the rent hereby reserved may be increased at the expiration of the fifth year from the term hereafter granted and thereafter at the end of every subsequent five years from the commencement date (each of which is hereinafter called "the year of review") in the manner set out in the Second Schedule hereto.

The Lessee **HEREBY COVENANTS** with the Lessor as follows:-

1. To pay the rent hereby reserved and such other payments becoming due hereunder at the time in the manner and without any deduction save as set out herein
2. To bear, pay and discharge all rates, tax duties, charges, assessments, impositions and outgoings whatsoever whether parliamentary parochial or of any other description now or hereafter to be assessed charged, or imposed upon or payable in respect of the demised premises or any part thereof or upon or by the owner or occupier hereof.
3. To effect and at all times keep in force policies of insurance in the joint names of the Lessee and the Lessor for the purpose of insuring the demised premises and every

part thereof against loss or damage by the "Insured Risks" provided that the Lessee shall produce annually to the Lessor or their Agents on demand evidence of insurance and receipt of current premiums paid in respect of such policies. If the Lessee fails neglects or refuses to produce such evidence the Lessor may thereupon effect such insurance and pay the premium thereon and all such premiums shall be recoverable from the Lessee as if the same were rent in arrears. If the said premises shall at any time during the term granted by the Lease be destroyed or damaged by the Insured Risks then and as the same shall happen to lay out all monies received in respect of such insurance with all convenient speed in rebuilding repairing or otherwise reinstating the same in good substantial manner according to the present plan and elevation or in such other manner as shall have been previously approved of in writing by the Lessor and in case the monies received in respect of the said Insurance relating to the demised premises shall be insufficient for that purpose will make good the deficiency in relating to the demised premises out of their monies.

4. At the Lessee's own expense to execute all works and to provide maintain all arrangements which by or under any Act of Parliament or of the Oireachtas already passed or any Act of the Oireachtas which may hereafter be passed or by any Government Department Local Authority or other public Authority or duly authorised Officer or Court or Competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided and maintained and at any time during this demise on or in respect of the user thereof and not to do or permit or suffer to be done or permitted in or about the demised premises any Act or thing by reason of which the Lessor or the Lessee may under any enactment occur to have imposed upon it or them or become liable to pay any penalty damage compensation, costs charges or expenses.
5. To maintain and keep the demised premises externally and internally including the roof of the premises together with all walls, drains, water, gas and other pipes, lights, signs, electrical installations, the sanitary and water apparatus and all other apparatus within the demised premises in good and substantial repair, order and condition and keep the demised premises clean and tidy free from deposits or from materials or refuse and not to bring or keep or suffer to be brought or kept on the demised premises or the Car Park or any part of them any dump or rubbish or scrap heap or anything which or may become unclean, noisome or offensive or calculated or liable to detract from the quality amenity or reputation of the or of the nearby premises or any of them and so often as shall be necessary or desirable to remove from the demised premises and from the open spaces all such refuse rubbish and scrap which may accumulate or be there due to the default of the Lessee.
6. To keep the demised premises in good decorative order, repair and conditions throughout and to maintain a clean attractive appearance in the same at all times during this demise and in particular, without limiting the generality of the foregoing:-
7. To use the demised premises only for the purposes of a Switch Station in connection with the Wind Farm to be constructed in Arklow Bay.
8. Give immediate notice to the Lessor of any notice or claim affecting the demised premises or any part thereof.
9. To indemnify and keep indemnified the Lessor against all and any expenses, costs, claims, demands, damages and other liabilities whatsoever in respect of the injury or death of any person or damage to any property howsoever caused arising directly or indirectly out of:-

- a. The state of repair or condition of the demised premises.
 - b. The existence of any alterations thereto or the state of repair or condition of such alteration.
 - c. The user of the demised premises.
 - d. Any works carried out or in the course of being carried out on the demised premises by the Lessee.
 - e. Anything now or hereafter attached to or projecting therefrom.
 - f. Any other cause arising out of the demised premises save the insured risks.
10. At the expiration or sooner determination of this demise peaceably and in good and substantial repair and condition as aforesaid (damage by the insured risks only excepted subject as aforesaid) to surrender and yield up the demised premises unto the Lessor together with all fixtures and additions thereto **PROVIDED ALWAYS** that the Lessee shall be at liberty to remove all the Lessees trade fixtures and all fixtures fittings materials and things or whatsoever nature installed or fixed in or attached to the demised premises . The Lessee shall forthwith and in a proper and workmanlike manner make good all damage occasioned by such removal.
 11. Not to do or permit or suffer to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, damage, disturbance, danger, annoyance or inconvenience to the Lessor or the owners or Lessees or occupiers of nearby premises or neighbouring or adjoining premises.
 12. Not knowingly to permit or suffer any encroachment upon the demised premises or the acquisition of any new right to light, passage drainage or other easement on or over or under the demised premises and if any such encroachment or easement shall be made or required or threatened to be acquired forthwith to give notice in writing to the Lessor and at the costs of the Lessees to do all such things as may be proper or necessary for the purpose of preventing the making of such encroachment or the acquisition of such easement or right **PROVIDED ALWAYS** that if the Lessee shall permit or neglect forthwith to do all such things as aforesaid it shall be lawful for the Lessor or its agents, officers, servants, and workmen to enter the demised premises and to do the same.
 13. Not to stop up or obstruct or permit or suffer to be stopped up or obstructed or to suffer oil, grease or other deleterious matter of substance to enter the drains, sewers, gutters, pipes, channels and watercourses of the demised premises or of the nearby premises and to employ such plant for treating deleterious effluent as may be reasonably required by the Lessor before permitting such effluent to enter such drains, sewers, gutters, pipes, channels, and watercourses.
 14. To pay all Stamp Duty, registration fees and V.A.T., on this Indenture and its Counterpart.
 15. Fully and effectually to indemnify the Lessor against the breach, non-performance or non-observance by the Lessee of any of the covenants and the conditions on the Lessee's part herein contained or of the provisions of stipulations herein contained and intended to be performed and observed by the Lessee and against any actions, costs, claims, expenses and demands whatsoever or howsoever arising in respect of or as a consequence of any breach, non-performance or non-observance as aforesaid.
 16. Promptly to notify the Lessor of any claim made against the Lessee by a member of the public or by any other person or of any notice served upon the Lessee by any Local or Public Authority or of any event which might involve the Lessor in any liability of whatsoever kind.

17. In relation to the Planning Acts (by which expression it is intended herein to designate the Local Government (Planning and Development) Acts 1963 - 2002) (hereinafter referred to as "The Planning Acts") and any Statutory modification or re-enactment thereof for the time being in force and any Regulations or Order made or have effect thereunder:-
- a. Not to do or permit or suffer to be done or permitted anything on or in connection with the demised premises the doing or omission of which shall be a contravention of the Planning Acts or of any notice, order, license, consent, permission or condition (if any) served, made, granted, or imposed thereunder or any enactment repealed thereby and to indemnify the Lessor against all actions, proceedings, damages, penalties, costs, charges, claims and demands in respect of such acts and omissions or any of them and against the costs of any application for Planning Permission and the works and things done in pursuance thereof.
 - b. In the event of the Lessor giving written Notice of any of the matters in respect of which the Lessor's consent shall be required and in the event of permission from any Planning Authority under the Planning acts being necessary for the said erection, addition, alteration or change in or to the demised premises or for the change of user thereof to apply at the cost of the Lessee to the Planning Authority for all consent and permissions which may be required in connection therewith and to give notice to the Lessor of the granting or refusal (as the case may be) of all such consents and permissions forthwith on the receipt thereof.
 - c. To give notice forthwith to the Lessor or any notice, order or proposal for notice or order relative to the demised premises served on the Lessees under the Planning Acts and if so required by the Lessor to make or join in making at the Lessor's expense such objection and/or representations in respect of any proposal as the Lessor may require.
 - d. To comply at its own costs with any notice or order served on the Lessees under the provisions of the Planning Acts in relation to the demised premises for which the Lessee is liable under these presents.
 - e. If and when called upon so to do to produce to the Lessor or its Surveyor all such plans, documents and other evidence as the Lessor may reasonably require in order to satisfy itself that the provisions of this Sub-Clause have been complied with in all respects.
18. For the avoidance of doubt, the Lessee shall be free at any time to charge mortgage and assign the whole or any part of the demised property to any person, body or company without in any such case obtaining the previous consent or approval of the Lessor but in the event of such assignment the Lessee shall notify the Lessor.

The Lessor **HEREBY COVENANTS** with the Lessee as follows:-

1. That the Lessee paying the rent hereby reserved and any additional sums hereby made payable and observing and performing the covenants conditions and stipulations in its part herein contained shall peaceably hold and enjoy the demised premises during this demise without any interruption by the Lessor or any person rightfully claiming under or in trust of it.

PROVIDED ALWAYS* and it is hereby agreed and declared as follows:-

FORFEITURE

1. Not to take any steps to forfeit this lease or to re-enter the Demised Property without giving at least six months prior notice to any mortgagee or chargee of whom the Lessor has notice to whom the Lessee has charged the Demised Property and to afford such mortgagee or chargee reasonable opportunity to remedy or as near as possible in the circumstances to remedy within a reasonable period the relevant breach non payment or non observance by the Lessee of any of the covenants and conditions contained in this Lease.
2. Notwithstanding and without prejudice to any other remedies or powers herein contained or otherwise available to the Lessor, if any of the following events shall occur:-
 - a. If the rent hereby reserved and made payable or any part thereof shall be unpaid for ninety days after the same shall have to become payable (whether formally demanded or not).
 - b. In the event of any breach non-performance or non-observance by the Lessee of any covenants on its part herein contained or of any proviso or condition herein and on its part to be performed and observed. The Lessor may at any time thereafter require the Lessee (by notice in writing, specifying the breach, non performance or non observance)) to remedy the same within a reasonable period.
 - c. If the Lessee or its UnderLessees or Assignees being an individual shall (or being one more than one individual any of them) shall become bankrupt or enter into compensation with his creditors or have a Receiving Order made against him or suffer any distress or execution to be levied on foot thereof.

Then and in such case it shall be lawful for the Lessor provided that they have complied with the obligations under 2(b) hereof at any time thereafter to re-enter the demised premises or any part thereof in the name of the whole thereupon this demise shall absolutely cease and determine without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the covenants on the Lessee's part herein contained.

3. In the event of the Lessor exercising their right of re-possession in accordance with this Clause, the Lessor hereby confirms the right of the Lessee to enter upon the Demised Property and remove such equipment as it deems appropriate in accordance with the terms of clause 10 hereof.
4. It is hereby acknowledged by the Lessor that, both throughout the Term and on the determination thereof, (whether by effluxion of time or otherwise) all equipment brought onto the Demised Property by the Lessee shall belong to and remain in the sole and legal ownership of the Lessee and does not form any part of the Demised Property.

EASEMENTS

The Lessee shall not be entitled to any rights of light and air to the demised premises or to any other right or easement whatsoever (other than those hereby created) which would or might restrict or interfere with the free user, reconstruction, rebuilding, extension or increase of the nearby premises or any part thereof **PROVIDED HOWEVER** that the Lessor shall not permit any interference with the rights of access of the Lessee its servants or customers.

SERVICE OF NOTICES

In addition, to any other prescribed mode of services any notice requiring to be served on the Lessees hereunder shall be validly served if left addressed or sent by post to it (or if there shall be more than one then to any of them) at the last know address or addresses of it or any of them in the Republic of Ireland.

DISPUTES AND ARBITRATION

If any dispute shall arise:-

- a. Between the parties hereto with regard to the construction or effect of this Indenture or any provision hereof or otherwise in connection with the demised premise or
- b. Between the Lessee and the Lessor Lessee or occupier of any nearby premises relating to any easement, right or privilege in connection with the demised premises and such nearby premises and relating to the party or other walls appertaining to the demised premises or the amount of any contribution payable by the Lessee or occupier of such nearby premises either in respect of rates under Paragraph 2 of the Lessee's Covenants in respect of maintenance then in any such event either of such parties in dispute or differences aforesaid may give notice in writing of such dispute or difference to such other party as the case may be of such dispute or difference shall be and is hereby referred to arbitration and to the final decision of the Arbitrator to be appointed by Agreement between the parties hereto and in default of such agreement by the President for the time being of the Incorporate Law Society of Ireland. The parties in dispute may stipulate the Arbitrator should be appointed from
 - (i) Fellow of the Royal Institution of Chartered Surveyors in Ireland OR
 - (ii) Fellows of the Irish Auctioneers and Valuers Institute of Ireland
 - (iii) Fellows of the Royal Institution of Chartered Surveyors.

As may be appropriate and if the parties shall by agreement so stipulate then the appointment shall be in accordance with such stipulation. In default of such stipulation the Arbitrator shall be appointed by agreement from among Counsel of the Senior Bar. The word of such Arbitrator shall be final and binding on the parties. The Arbitrator shall have power to determine all matters and disputes which shall be submitted to him and of which notice shall have been given as aforesaid and upon every or any such reference the cost of and incidental to the reference and award respectively shall be at the discretion of the Arbitrator who may determine the amount thereof or direct the same to be taxed as between Solicitor and client or as between party and party and shall direct by whom and to whom and what manner the same shall be borne and paid. Such submission shall be deemed to be a submission to arbitration within the meaning of Arbitration Act 1954 and both the submission and any award to be made thereunder may be made a Rule or Order of the High Court in Ireland. Any arbitration held in pursuance of this proviso shall be heard and determined at such venue as the arbitrator may direct.

LEGISLATION

Any reference herein contained to any enactment or to a series of enactment's shall be deemed to include any enactment's from time to time extending, amending, repealing, replacing, or continuing the same.

FIRST SCHEDULE

FIRST PART Description of the Demised Premises

ALL THAT part of the lands of Ferrybank in the Parish of Kilbride Town and Barony of Arklow and County of Wicklow as same is more particularly delineated on the Plan or map annexed hereto and thereon verged red.

SECOND PART Easements and Rights Granted

1. The right to use (in common with the Lessor and all others having the like right) the common drains or sewers for the passage of running water and soil from the premises.
2. A right of support from the Lessors property for the demised property and also a right of support from the Lessors property for any towers poles or stays supporting any overhead electric cables and wires.
3. The right to lay/erect, maintain, repair, renew and replace the electric cables and wires under or over the Lessors property causing so far as reasonably possible the minimum inconvenience to the Lessor.
4. A wayleave five metres wide for the purpose of laying cabling ("the cabling") for the transmission of electricity and all necessary apparatus ancillary to this cabling laid in or over a strip of land coloured yellow on the map attached hereto and marked with the letters "A-B-C-D" ("the cabling strip").
5. The right to construct, maintain, repair, renew and replace the Switch Station and to lay foundations for the Switch Station on the demised property.
6. A right to fence the demised property and erect any other fencing necessary to allow the permitted use of the premises as provided in Clause 7 of the Lessee's covenants.
7. The right to construct temporary or permanent storage areas necessary for the Switch Station and the permitted use of the premises as provided for in Clause 7 of the Lessee's covenants.
8. The right to carry out any other works necessary or desirable for the Switch Station and permitted use of the premises as provided for in Clause 7 of the Lessee's covenants.
9. The right to remove anything on, over or under or through the demised premises which may interfere with the rights granted to the Lessee in this lease and use the demised premises for the use as provided for in Clause 7 of the Lessee's covenants.
10. The right to construct, maintain, repair and renew facilities for establishing telecommunications services within the switch station.

THIRD PART

Exceptions and Reservations

1. The full and free right and liberty to enter upon the demised premises on giving 21 days notice in writing for the purpose of connecting, inspecting, relaying, or renewing any sewers, drains, main pipes, wires, cables, water courses, channels, conduits, or subway or to erect consult, or lay-in under over or across the demised premises any sewers drains, mains, pipes, cables, wires, holes, fixtures, or other works for the drainage of or for the supply of water, gas, electricity, telephone, heating, steam and other services to nearby premises causing as little inconvenience as possible and compensating the Lessee for any damage to the demised premises and re-instating the premises with all possible speed.
2. The full and free right and liberty to enter upon the demised premises at all reasonable times in order to build on or into any dividing boundary or party walls or fences on the demised premises subject to all damage thereby occasioned being made good with all convenient speed by the person or persons exercising such rights.
3. Full and free right and liberty to execute the works and repairs and to make erections underneath or upon or to erect rebuild or alter the nearby premises in any manner whatsoever notwithstanding:-
 - a. That the access to light and air for the time being enjoyed by the demised premises or any party thereof may thereby be interfered with. OR
 - b. At the execution of the said works and repairs made temporarily interfere with the occupation use amenity or enjoyment of the demised premises but not so as to interfere materially with the Lessee's normal trade or business.
4. Full and free right and liberty on 21 days notice to enter upon the demised premises to view the state and condition of and to repair and maintain the nearby premises if the works required to be done upon same shall not otherwise be reasonably practicable but subject to any damage thereby occasioned to the demised premises being made good at all convenient speed by the person exercising such right.
5. Full and free right to build, rebuild upon or under, alter or develop or use in any manner the nearby premises and to authorise any present or future owner or occupier of the nearby premises to demolish build or rebuild alter or develop the buildings thereon or use the same in any manner notwithstanding that any such building, rebuilding altering development or user as aforesaid may affect or interfere with or diminish the light coming to the demised premises but not so as to interfere materially with the Lessee's business or access to the demised premises.
6. All mines and minerals in or under the demised premises with full powers of working and getting same.

SECOND SCHEDULE

1. The Lessor may not earlier than six months before the expiration of the year of review serve on the Lessee a Notice stating the amount which in the opinion of the Lessor's Surveyor is the full open market rental value of the demised premises which expression in this Clause shall mean the Rent which having regard to the terms of the Lease (other than those relating to rent) demised premises might then reasonably be expected to be let on

the open market by A willing Lessor for the term hereby created with vacant possession by disregarding:

- a. Any effect on rent of the fact that the Lessee or his sub-Lessee has been in occupation of the demised premises.
 - b. Any goodwill attached to the demised premises by reason of the business carried on and
2. If on the expiration of one month from the date of service of the Lessor's notice the Lessee shall not have served on the Lessor A Counter Notice in accordance with Sub-Clause (3) hereof the full open market rental value of the premises shall be conclusively fixed at the amount stated in the Lessor's notice.
 3. If within one month from the date of service of the Lessor's notice the Lessee shall serve on the Lessor a Counter-Notice stating that the Lessee does not agree with the Lessor's Surveyors opinion as to the amount of full open market rental value as stated in the Lessor's notice the Lessor and the Lessee shall use their best endeavours to reach agreement as to the full open market rental value but if on the expiration of one month from the date of service of such Counter-Notice the Lessor and Lessee shall have failed to agree the full open market rental value the dispute in respect thereof shall be referred to Arbitration in accordance with the provisions of Sub- Clause (4) hereof.
 4. In default of Agreement between the parties as to an Arbitrator, the Arbitrator shall be nominated on the joint application of the parties hereto (or if either of them shall neglect within fourteen days of being requested so to do confur on such application then on the sole application of the other of them) by the President for the time being or acting President of the Irish (Republic of Ireland) Branch of the Royal Institute of Chartered Surveyors. The Arbitrator shall determine the full open market rental value of the premises that is to say the annual rent at which the premises might reasonably be expected to be let without premium in the open market to A Lessee or good financial standing and respectability for the then residue of the term and otherwise upon terms and subject to the covenants and conditions similar to those herein contained but disregarding the matter referred to in Sub-Clause (1), (A), (B) and (C) hereof; **PROVIDED ALWAYS** that if the full open market rental value so determined by the Arbitrator as aforesaid shall be less than the rent of the demised premises prior to such arbitration then the rent of the demised premises prior to such arbitration shall continue to be the rent of the demised premises. The rent of the demised premises shall become increased by agreement (actual of deemed) or arbitration in pursuance of this Clause then such increased rent shall for all purposes be and become the rent of the demised premises from the expiration of the relevant year and shall be payable and recoverable in the manner as herein provided for the rent of the demised premises and the amount of the rent so increased shall remain payable until the same shall be further increased pursuant to the provisions of this Clause or until the expiration of the terms hereby granted (which ever shall first occur).
 5. If after the service by the Lessor of A Notice under the Provisions of the Sub-Clause (1) hereof the full market rental value of the demised premises has not been agreed or determined as aforesaid by the date of expiration of the year of review the Lessee shall pay in respect of the period from the date until the quarter day next following such agreement or determination the rent which was payable immediately prior to the relevant year of review and following such Agreement or determination shall forthwith pay all arrears (if any) for the period commencing on the date of expiration of the year of review plus interest thereon at the rate equal to 1% above the then current Bank of Ireland lending rate or unsecured overdraft from the said review date up to date of actual payment.

6. If the Lessor shall fail to serve Notice under the provisions of Sub-Clause (1) above by the expiration of the year of review the Lessor shall be entitled to serve such a Notice at any time before the next year of review or before the expiration of the term as the case may be and thereupon the foregoing provisions of this Clause shall, mutatis mutandis apply, provided:-
- (i) That the full open market rental value under this present provision shall be calculated as hereinbefore provided that the expiration of the year of review immediately proceeding the service of a Notice by the Lessor under this Sub-Clause and
 - (ii) Subject to the provisions of Sub-Clause (5) hereof any increase in rent resulting from such review shall be payable from the expiration of the year of review immediately proceeding the service of such notice together with interest thereon as a rate equal to 1% above the then current Bank of Ireland lending rate on unsecured overdrafts for customers **PROVIDED ALWAYS** that said interest shall only accrue from the date of service of such Notice.

THIRD SCHEDULE

- (A) **PROVIDED ALWAYS** that if at any time hereafter the Lessor shall require the said demised premises for the improvement of Arklow Harbour pursuant to the provisions of Section 157 of the Harbours Act 1946 it shall be entitled to obtain possession of the demised premises as if the term hereby granted had expired **PROVIDED THAT** the Lessor must give at least six months notice in writing to the Lessee and by way of compensation the Lessor must provide the Lessee with suitable alternative premises in close proximity to the existing premises upon the same terms and conditions as this Lease. The Lessee will be given the right to construct a Switch Station on the new demised premises and all costs associated with construction of, and re-location to the new Switch Station will form part of the compensation payable by the Lessor pursuant to Section 157 of the Harbours Act 1946. For the avoidance of doubt, the Lessee will not be required to vacate the existing demised premises until such time as the new Switch Station is operational.
- (B) **PROVIDED ALWAYS THAT IF AT ANY TIME HEREAFTER** THE Lessors are satisfied that the said demised premises are not being put to some bonafide use they shall be entitled to obtain possession thereof without compensation as if the term hereby granted had expired.

IT IS HEREBY FURTHER CERTIFIED that section 53 (Lease combined with Building Agreement for a dwelling house/apartment) of the Stamp Duties Consolidation Act 1999 does not apply to this instrument.

IT IS FURTHER CERTIFIED that the property hereby transferred is situate in the Urban District of Arklow.

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

**PRESENT WHEN THE COMMON
SEAL** of the **LESSOR** was affixed
hereto:-

CHAIRMAN

SECRETARY

**PRESENT WHEN THE COMMON
SEAL** of the **LESSEE** was affixed
hereto:-

DATED THE DAY OF 2006

ARKLOW HARBOUR COMMISSIONERS

with

ARKLOW ENERGY LIMITED

LEASE

C J Louth & Son,
Solicitors,
Ferrybank,
Arklow,
Co Wicklow

Ref. EMC/AHC 1-9

Appendix 2.6 – Letter of Consent



Comhairle Contae Chill Mhantáin Wicklow County Council

Forbairt Eagraíochta | AD | Corparáideach
Organisational Development | HR | Corporate

Áras An Chontae / County Buildings
Cill Mhantáin / Wicklow
Guthán / Tel: (0404) 20159
Faics / Fax: (0404) 20112
Rphost / Email: corporateservices@wicklowcoco.ie
Suíomh / Website: www.wicklow.ie

15th June 2026

Mr. Jerry Barnes
Director
MacCabe Durney Barnes
20 Fitzwilliam Place
Dublin 2 D02 YV58

jbarnes@mdb.ie

Subject to contract/contract denied - Subject to Lease/Lease Denied

**Re: Request for letter of consent to make a planning application – lands at Arklow
Bank Wind Park, Arklow, Co. Wicklow**

Dear Mr. Barnes,

I refer to your correspondence received in relation to proposed planning application in respect of lands at Arklow Bank Wind Park, Arklow, Co. Wicklow.

I wish to advise you that Wicklow County Council has no objection to you including the lands highlighted in green on the attached drawing, as part of your planning application.

I wish to advise that a letter of consent to make a planning application on lands in the registered ownership or control of Wicklow County Council is not required where the applicant proposes works to the public road, to the public footpath or similar areas that are readily accessible to the public.

The above does not imply any intention to dispose of these lands or allow access through these lands. Any disposal of lands/provision of access etc. would be subject to negotiations and agreement and to the consent and approval of the Elected Members of Wicklow County Council.

This letter is issued solely for the purpose of facilitating a planning application and is without prejudice to the consideration of any planning application which may be made.

Yours sincerely,



Helen Purcell
Senior Executive Officer
Organisational Development | H.R. | Corporate



NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED
2. USE DIMENSIONS ON DRAWINGS (DO NOT SCALE FROM DRAWINGS)
3. DRAWING COORDINATED TO IRISH TRANSVERSE MERCATOR (ITM)
4. LAYOUT AND ARRANGEMENT PROVIDED IN SHAPFILE FORMAT PROVIDED BY RAMBOLL ON 30TH APRIL 2026
5. BACKGROUND IMAGES PROVIDED BY AUTODESK

LEGEND:

- SITE BOUNDARY
- AREA OWNED BY WICKLOW COUNTY COUNCIL



REV	DATE	DWG BY	CHECK BY
A1 - P01	2026/02/26	K.H.	J.O.C.

DESCRIPTION: ISSUE FOR INFORMATION

GDC
GAVIN & DOHERTY CONSULTANTS

Unit A2,
Nuigrove Office Park,
Rathfarnham,
Dublin 14 D14 X627
Ireland
T +353 (0)1-2071000
E info@gdc.ie
www.gdc.ie

ISSUED AS:
FOR INFORMATION

CLIENT:



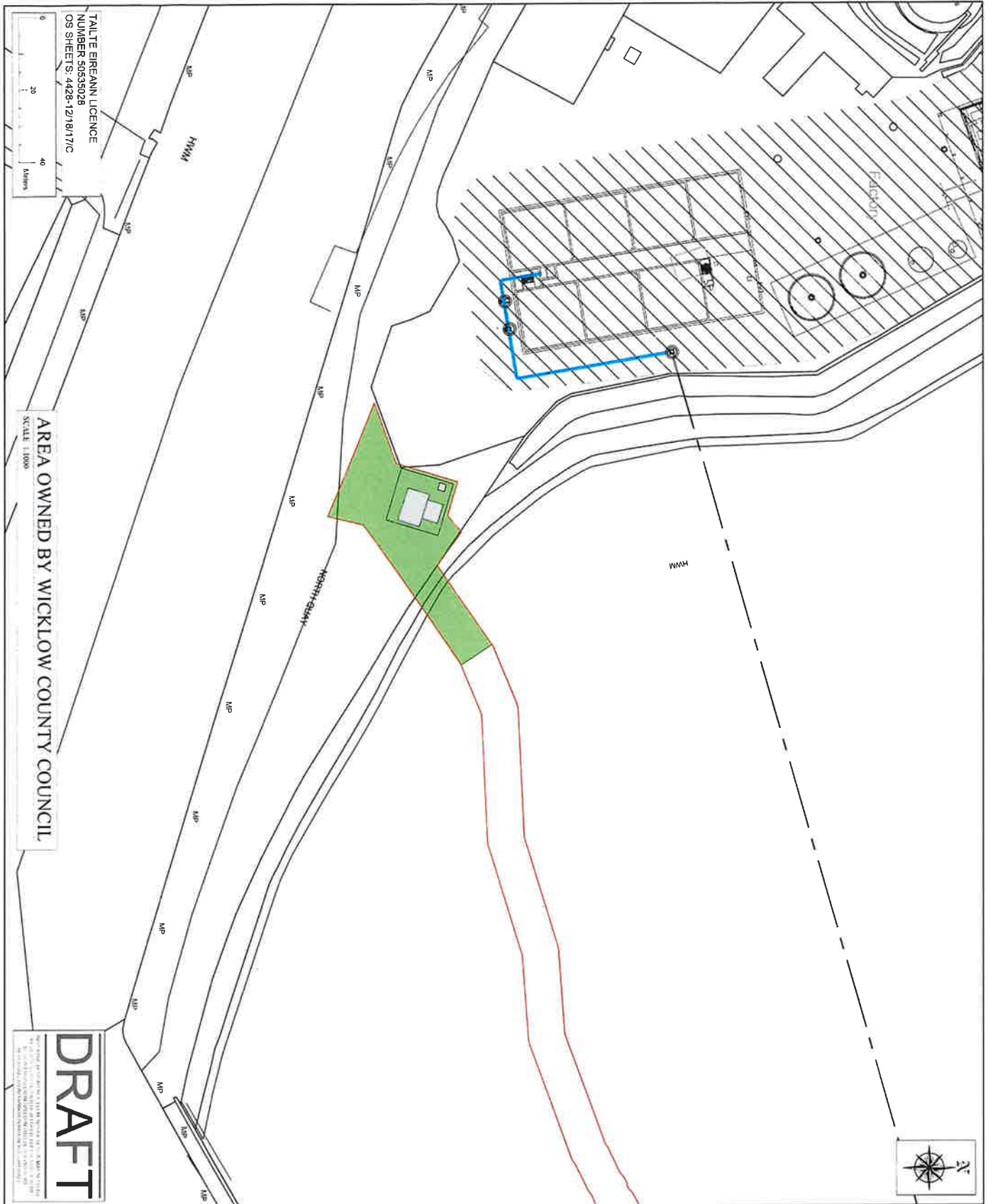
PROJECT TITLE
ABWP PHASE I
(ARKLOW BANK WINDPARK PHASE I)

PROJECT No
26015 - GDG - ZZ - XX - DR - C - 0015

Revision
- S1 - P01

DRAWING TITLE
AREA OWNED BY
WICKLOW COUNTY COUNCIL

SCALE	SHEET NO	DATE
1:200	A3	09.06.2026
DWG BY	CHECKED BY	APPROVED BY
K.H.	J.O.C.	J.D.



Appendix 3 – Public Notices

Appendix 3.1 Newspaper Notice published in Wicklow People dated 9th September 2026

CLASSIFIEDS

PLANNING

WICKLOW COUNTY COUNCIL
I, Erin Both, am applying to the above for permission for retention for 1) change of use from retail unit to coffee shop and 2) permission for retention of ground floor door to first floor accommodation with all associated site works at Wool Green, Carnew, Co. Wicklow. Signed on behalf of the applicant by Buttle Design & Planning Consultants Ltd., Main St., Carnew, Co. Wicklow. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

WICKLOW COUNTY COUNCIL
I Sonya Darcy am applying to the above for permission for retention of change of use of part of a dwellinghouse from residential use to commercial short term letting use at Kevin Street, Trim, Co. Wicklow. Signed on behalf of the applicant by Buttle Design & Planning Consultants Ltd., Main St., Carnew, Co. Wicklow. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

Wicklow County Council
Kee Design Architecture (www.kee-design.ie) are applying for planning permission on behalf of Barrie Dolan for (1), the renovation and extension to the existing dwelling, (2) a replacement on-site effluent treatment system, (3) the upgrading of the vehicular entrance and all associated site works at Ballyraheen, Trim, Co. Wicklow. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

Wicklow County Council
Sarah Griffiths intend to apply for planning permission for alterations and extension to the existing two storey semi-detached house to include, a new two storey side extension, a single storey rear extension, demolition of an existing garden shed and associated site works at 83 Wheatfield, Oldcourt, Bray, Co. Wicklow, A88 P991. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

PLANNING

Wicklow County Council Ulise Eireann intends to apply to Wicklow County Council for a 10-year planning permission for the Varty Security of Supply Project at the existing Varty Waterworks site south of the Varty Reservoir in the townlands of Roundwood in the Electoral Division of Oldtown, and Knockradda in the Electoral Division of Newcastle Upper, County Wicklow. The proposed development consists of: i) 60 megatons treated water storage in two new 30 megatons capacity structures; ii) a new underground dechlorination chamber; iii) a permanent pre-cast concrete bridge over the Varty River on existing bridge abutments; iv) solar photovoltaic panels installation on both reservoir roof areas; v) a temporary storage area for excavated material; and vi) ancillary works including: a. water supply pipes; b. surface water drainage; c. temporary lighting during the construction stage only; d. temporary compound area for the construction period; e. landscaping works. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application, and such observations will be considered by the planning authority in making a decision on the application. The planning authority may grant permission subject to or without conditions, or may refuse to grant permission.

WICKLOW COUNTY COUNCIL
SK Design (0402 94680) on behalf of James Porter seek full planning permission for 1. Retention Permission for extension to the side and rear of existing dwelling 2. Permission for revised boundaries. 3. Permission to upgrade existing effluent treatment system to current EPA standards at Tinnahilly Lower, Aughrim, Co. Wicklow. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

Wicklow County Council - Alphaphan Design (Tel: 086 2461269, Email: eugene@alphaphandesign.com) seeks planning permission for a dwelling, waste water treatment system to EPA standards, and associated works at Tonagee, Brittas Bay, Co. Wicklow for G. Izatt. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy, at the offices of the planning authority during its public opening hours and a submission or observation in relation to the application may be made in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application.

PLANNING

Wicklow County Council I, John Mooney, intend to apply to Wicklow County Council for retention permission for alterations to site of as constructed underground slatted slurry & solid water storage tanks (which were originally granted planning permission under Planning Reference No. 19/123) and for retention permission of existing extended livestock shed consisting of feeding area for cattle on an underground slatted slurry storage tank and all associated siteworks at Reynoldstown Park, Boleynass Lower, Ashford, Co. Wicklow. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application. The Planning Authority may grant permission subject to or without conditions, or may refuse to grant permission.

Wicklow County Council We, Leonard and Niamh Gilligan, intend to apply for Permission for development at 11 The Close, Blessington Abbey, Blessington, Co. Wicklow W91 TE27 for Change of roof type from Hip to Dutch Hip and construction of a dormer window to the rear roof profile. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy, at the offices of the planning authority during its public opening hours. The planning application may be viewed online at www.wicklow.ie, under planning or enquiries. A submission or observation in relation to the application may be made in writing to the planning authority on payment of the prescribed fee €20, within the period of 5 weeks beginning on the date of receipt by the authority of the application, and such submissions or observations will be considered by the planning authority in making a decision on the application. The planning authority may grant permission subject to or without conditions or may refuse to grant permission.

Wicklow County Council E M Doyle & Associates seek Planning Permission on behalf of our client Catherine Simpson for the change of use of part of domestic house to a commercial physiotherapy treatment room including advertising signage at house entrance and window and also a small advertising sign on existing pillar at site boundary at Rosita, 6 Dunbar Park, Wicklow Town, Co. Wicklow A67EE30 including ancillary works. The planning application may be inspected or purchased at a fee not exceeding the reasonable cost of making a copy at the offices of Wicklow County Council, County Buildings, Wicklow during its public opening hours and a submission or observation in relation to the application may be made to the authority in writing on payment of the prescribed fee within the period of 5 weeks beginning on the date of receipt by the authority of the application

POULTRY
Avondale Poultry Attending
Monday 14th September
Ashford 2:15pm
Blessington mar 3:45pm
For sale: point-of-lay pullets, Turkey's white and Bronze.
Ducklings.
To order Tel: 087-8250087

PLANNING

Planning and Development Act 2000, as amended
Notice of Direct Planning Application to An Coimisiún Pleanála in
Respect of an offshore wind energy project
County Wicklow

In accordance with section 291 of the Planning and Development Act 2000, as amended, Arklow Energy Limited gives notice of its intention to make an application for permission to An Coimisiún Pleanála in relation to the following proposed development:

The decommissioning of the Arklow Bank Wind Farm (ABWF) Phase 1, an offshore wind farm (OWF), consisting of a generating station with wind turbine generators (WTGs) located in the maritime area, in the Irish Sea, approximately 10 km off the County Wicklow Coast. The onshore substation is located on North Quay in the Arklow Harbour, Arklow, Co. Wicklow. The Proposed Works Onshore will consist of the decommissioning of the generating station, the met mast and the Proposed Works Onshore will consist of the decommissioning of the onshore transmission infrastructure.

- The Proposed Works Onshore will consist of:
 - The dismantling and removal of the 7 no. WTGs components including full de-energising of the WTGs, permanent removal of the rotors and blades, removal of the nacelles and of the towers.
 - The dismantling and removal of the Met Mast, specifically of the top section that includes the meteorological sensors and of the triangular platform.
 - The cutting out of the transition pieces, connecting the WTGs and met mast to their foundations.
 - The cutting of the monopiles in water depths ranging from -6.59m mLAT (WTG 2) to -10.55 mLAT (met mast) and associated dredging to facilitate removal.
 - The removal of residual scour protection.
- The unbundling, cutting and removal of all inter-array cables which are approximately 7.4 km in length with a diameter of 100 mm.
- The unbundling, cutting and removal of the offshore export cable which is approximately 15.6 km in length to the landfall point with a diameter of 127mm.
- The Proposed Works Onshore will consist of:
 - The dismantling and removal of the substation building and all internal equipment.
 - The removal of cooling oil from transformer and transport to a licensed waste facility.
 - The removal of grey water from submerged oil interceptor tanks.
 - The excavation and removal of concrete bund.
 - The permanent removal of onshore cable between the landfall point and the onshore substation.
 - The clearance, levelling and reinstatement of the site.

Planning permission is sought up to the 19th June 2023 to align with the duration of the Foreshore Sub Lease. The proposed development is not likely to have significant effects on the environment of the United Kingdom and Isle of Man, state party to the UNECE Convention on Environmental Impact Assessment in a Transboundary Context. The Environmental Impact Assessment Report (EIAR) has not identified any significant transboundary effects.

The application relates to a development which comprises an activity requiring a Dumping at Sea permit. An Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS) have been prepared in respect of the proposed development.

The planning application, including the EIAR and the NIS, may be inspected free of charge or purchased on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy) during public opening hours for a period of eight weeks commencing on the 25th September 2026 at the following locations:

- The Offices of An Coimisiún Pleanála 64 Marlborough Street, Dublin 1.
 - The Offices of Wicklow County Council, County Building, Station Road, Whitegates, Wicklow, A67 FW96
- The application, including the EIAR and NIS may also be viewed/downloaded on the following website: <http://www.arklowbankdecomm-planning.ie/>

Submissions or observations may be made only to An Coimisiún Pleanála (the Commission) 64 Marlborough Street, Dublin 1 in writing or online on the Commission's website www.pleanala.ie by the 20th November 2026 relating to -

- (i) the implications of the proposed development for maritime spatial planning, and
- (ii) the implications of the proposed development for proper planning and sustainable development, and
- (iii) the likely effects on the environment or any European site of the proposed development, if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than 5.30 p.m. on the 20th November 2026. Such submissions/observations must also include the following information:

- the name of the person making the submission or observation, the name of the person acting on his or her behalf, if any, and the address to which any correspondence relating to the application should be sent,
- the subject matter of the submission or observation, and
- the reasons, considerations and arguments on which the submission or observation is based in full (Article 5 of the Planning and Development Act (Marine Development) Regulations 2023 refers).

Any submissions or observations which do not comply with the above requirements cannot be considered by the Commission.

The Commission may, at its absolute discretion hold an oral hearing on the application.

The Commission may, in respect of an application for permission decide to -

- (a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or
- (ii) grant the permission in respect of part of the proposed development concerned subject to such modifications (if any) to that part as it may specify, and
- (b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to the Marine Area Planning Section of An Coimisiún Pleanála (Tel: 01-95898100).

A person may question the validity of any such decision by the Commission by way of an application for judicial review, under Order 84 of the Rules of the Superior Courts (S.I. No. 15 of 1986, as amended), in accordance with section 50 of the Planning and Development Act, 2000, as amended.

Practical information on the review mechanism can be accessed under the heading Publications - Judicial Review Notice on the Commission's website www.pleanala.ie or on the Citizens Information Service website www.citizensinformation.ie

TURF AND FIREWOOD

Top Quality Seasoned Beech and Ash for sale. Kilien dried quality. All timber below 20% moisture. Suitable for stoves and fireplaces. Tel 087-6839553 or 089-4144082

MISCELLANEOUS

Bread Nation The Mill Limited is inviting tenders for three packages associated with the establishment of a grain mill in Bray Co. Wicklow,
1. Building and specialist mill fit-out works.
2. Stone-milling, grain handling, conveying, sifting and bagging equipment.
3. Electrical services and a three-phase power upgrade. Tenderers may submit for one or more packages. For the full specifications and tender info, contact: gordon@active.ie. Closing date for tenders is 5pm on Friday 2nd Oct 2026.

MISCELLANEOUS

ALL HOME IMPROVEMENTS. Landscaping, trees topped and pruned, hedges trimmed, all greenery removed. All Roof, Patio driveway cleaning and fascia soffit cleaning. New garden sheds supplied & fitted. Also out door painting. No.1 Choice Contact John on 086-8276885.

MISCELLANEOUS

THE MIRACULOUS PRAYER Dear Heart of Jesus in the past I have asked for many favours. This time I ask you this very special one (intention favour) Take it dear heart of Jesus and place it within your broken heart where your Father sees it, then in his merciful eyes it will become your favour not mine. Amen. Say this prayer for 3 days, promise publication and favour will be granted. Never known to fail. BH

THANKS

Appendix 3.2 Newspaper Notice published in the Irish Daily Star dated 9th September 2026

Appendix 3.3 Copy of the Site Notice Erected on the 9th September 2026

Planning and Development Act 2000, as amended

Notice of Direct Planning Application to An Coimisiún Pleanála in Respect of an offshore wind energy project

County Wicklow

In accordance with section 291 of the Planning and Development Act 2000, as amended, Arklow Energy Limited gives notice of its intention to make an application for permission to An Coimisiún Pleanála in relation to the following proposed development:

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The Proposed Works Offshore will consist of:

- The dismantling and removal of the 7 no. WTGs components including full de-energising of the WTGs, permanent removal of the rotors and blades, removal of the nacelles and of the towers.
- The dismantling and removal of the Met Mast, specifically of the top section that includes the meteorological sensors and of the triangular platform.
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- The cutting of the monopiles in water depths ranging from -6.59m mLAT (WTG 2) to -10.55 mLAT (met mast) and associated dredging to facilitate removal.
- The removal of residual scour protection.
- The unburial, cutting and removal of all inter-array cables which are approximately 7.4 km in length with a diameter of 100 mm.
- The unburial, cutting and removal of the offshore export cable which is approximately 15.6 km in length to the landfall point with a diameter of 127mm.

The Proposed Works Onshore will consist of:

- The dismantling and removal of the substation building and all internal equipment.
- The removal of cooling oil from transformer and transport to a licensed waste facility.
- The removal of grey water from submerged oil interceptor tanks.
- The excavation and removal of concrete bund.
- The permanent removal of onshore cable between the landfall point and the onshore substation.
- The clearance, levelling and reinstatement of the site.

Planning permission is sought up to the 19th June 2033 to align with the duration of the Foreshore Sub Lease.

The proposed development is not likely to have significant effects on the environment of the United Kingdom and Isle of Man, state party to the UNECE Convention on Environmental Impact Assessment in a Transboundary Context. The Environmental Impact Assessment Report (EIAR) has not identified any significant transboundary effects.

The application relates to a development which comprises an activity requiring a Dumping at Sea permit.

An Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS) have been prepared in respect of the proposed development.

The planning application, including the EIAR and the NIS, may be inspected free of charge or purchased on payment of a specified fee (which fee shall not exceed the reasonable cost of making such copy) during public opening hours **for a period of eight weeks** commencing on the 25th September 2026 at the following locations:

- The Offices of An Coimisiún Pleanála 64 Marlborough Street, Dublin 1.
- The Offices of Wicklow County Council, County Building, Station Road, Whitegates, Wicklow, A67 FW96

The application, including the EIAR and NIS may also be viewed/downloaded on the following website: <http://www.arklowbank1decomm-planning.ie/>

Submissions or observations may be made only to An Coimisiún Pleanála ('the Commission') 64 Marlborough Street, Dublin 1 in writing or online on the Commission's website www.pleanala.ie by the 20th November 2026 relating to -

- (i) the implications of the proposed development for maritime spatial planning, and
- (ii) the implications of the proposed development for proper planning and sustainable development, and
- (iii) the likely effects on the environment or any European site of the proposed development,

if carried out.

Any submissions/observations must be accompanied by a fee of €50 (except for certain prescribed bodies) and must be received by the Commission not later than 5.30 p.m. on the 20th November 2026. Such submissions/observations must also include the following information:

- the name of the person making the submission or observation, the name of the person acting on his or her behalf, if any, and the address to which any correspondence relating to the application should be sent,
- the subject matter of the submission or observation, and

- the reasons, considerations and arguments on which the submission or observation is based in full (Article 5 of the Planning and Development Act (Marine Development) Regulations 2023 refers).

Any submissions or observations which do not comply with the above requirements cannot be considered by the Commission.

The Commission may at its absolute discretion hold an oral hearing on the application.

The Commission may in respect of an application for permission decide to –

- (a) (i) grant the permission subject to such modification (if any), to the proposed development as it may specify, or
- (ii) grant the permission in respect of part of the proposed development concerned subject to such modifications (if any) to that part as it may specify,

and any of the above decisions may be subject to or without conditions, or

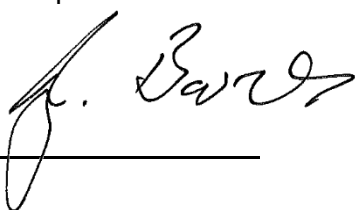
- (b) refuse to grant the permission.

Any enquiries relating to the application process should be directed to the Marine Area Planning Section of An Coimisiún Pleanála (Tel. 01-8588100).

A person may question the validity of any such decision by the Commission by way of an application for judicial review, under Order 84 of the Rules of the Superior Courts (S.I. No. 15 of 1986, as amended), in accordance with section 50 of the Planning and Development Act, 2000, as amended.

Practical information on the review mechanism can be accessed under the heading Publications - Judicial Review Notice on the Commission's website www.pleanala.ie or on the Citizens Information Service website www.citizensinformation.ie

Signed: _____



Agent's address: MacCabe Durney Barnes (Agents), 20 Fitzwilliam Place, Dublin 2, D02 YV58

Date of Erection of the Notice: Wednesday 9th September 2026

Appendix 4 – Pre-Application Consultations

ACRONYMS

Abbreviation	Term in Full
ABWP	Arklow Bank Wind Park
ACP	An Coimisiún Pleanála
AEL	Arklow Energy Limited
AtoN	Aid to Navigation
CIL	Commissioners of Irish Lights
CRU	Commission for the Regulation of Utilities
DaS	Dumping at Sea
DCEE	Department of the Environment, Climate and Energy
EIA	Environmental Impact Assessment
EIAR	Environmental Impact Assessment Report
EMRA	Eastern and Midland Regional Assembly
EPA	Environmental Protection Agency
FLO	Fisheries Liaison Officer
HSA	Health and Safety Authority
IFI	Inland Fisheries Ireland
MARA	Maritime Area Regulatory Authority
MSO	Marine Survey Office
MUL	Maritime Usage Licence
NPWS	National Parks and Wildlife Service
SSE	SSE (formerly Scottish and Southern Energy)
WCC	Wicklow County Council

1. INTRODUCTION

This schedule provides an overview of the pre-application consultation undertaken for the purposes of the planning application. This schedule has been prepared in line with the requirements of Article 4 of the Planning and Development (Maritime Development) Regulations 2023 (d), namely, the submission of ‘...a list of any other public notice given or other public consultations conducted by the applicant and an indication of the date or dates of such additional notice or consultations’. Pre-application consultations are discussed in detail in the Stakeholder Engagement and Consultation Report.

1.1 Consultation with An Coimisiún Pleanála

Table 1 provides dates of the pre-application consultations undertaken by the Applicants and Project Team with An Coimisiún Pleanála (ACP), under Section 287 of the Planning and Development Act 2000, as amended.

Table 1: Pre-Application Consultations with ACP

Meeting No.	Case Reference	Date of Meeting
1	ABP-321635-25	16 June 2025
2	ABP-321635-25	11 September 2025
3	ABP-321635-25	13 March 2025

1.2 Consultation with Coastal Planning Authority

The coastal planning authority for the purposes of the ABWP Phase I project is Wicklow County Council, as confirmed in Appendix A of the ABWP Phase I Decommissioning Inspector’s Report ACP 321635-25.

Table 2 provides dates of meetings with Wicklow County Council, the coastal planning authority, in relation to the planning application.

Feedback was also sought on the ABWP Phase I application through the Section 247 Procedure from Wicklow County Council (WCC). Where a consultation with WCC was pursued under Section 247 of the Planning and Development Act 2000 (as amended), this is highlighted.

Table 2: Pre-Application Consultations with coastal planning authority

Meeting No.	Relevant Department/Discipline	Attendees from consulted body	Date of Meeting
1	Arklow Harbour Office	Les Martin – <i>Senior Executive Engineer</i>	11 November 2025
2	Arklow Harbour Office	Les Martin – <i>Senior Executive Engineer</i> Paul Ivory – <i>Senior Marine Officer</i> Ashley Dillon Toth – <i>Engineer</i>	15 January 2026

Meeting No.	Relevant Department/Discipline	Attendees from consulted body	Date of Meeting
		William Jameson – Site Lead for GE Vernova	
3	Planning Development Unit (Section 247 Meeting)	Edel Bermingham- <i>Senior Planner</i>	30 March 2026

1.3 Consultation with Prescribed Bodies

The ABWP Phase I project application is being made under Section 291 of the Planning and Development Act 2000. The prescribed bodies for the purposes of applications under this section are prescribed in Article 8 of the Planning and Development (Maritime Development) Regulations 2023 (SI 100/2023). This list of Prescribed Bodies was confirmed in Appendix A of the ABWP Phase I Inspector’s Report (ACP 321635-25) of this report.

Table 3 provides a summary of the dates of pre-application key correspondence and meetings with prescribed bodies.

As detailed in **Section 4.5** of the **Stakeholder Consultation and Engagement Report**, a non-statutory EIA Scoping Presentation was circulated to Prescribed Bodies for comment on the 16th March 2026.

Table 3: Pre-application consultation with Prescribed Bodies

Prescribed Body	Dates of meeting/key correspondence	Engagement Activity	External attendees/recipients/signatory of correspondence
Minister for Housing, Local Government and Heritage	24 th November 2025	Online meeting with National Parks and Wildlife Service (NPWS)	David Lyons - <i>Ecologist, NPWS</i> David Tierney - <i>Scientist, NPWS</i> Paul Scott – <i>Head of Ecological Guidance and Advisory Unit, NPWS</i> Lorraine Fay – <i>Marine Mammal Ecologist, NPWS</i>
	14 th January 2026	Online meeting with National Parks and Wildlife Service (NPWS)	David Lyons - <i>Ecologist, NPWS</i> David Tierney - <i>Scientist, NPWS</i> Caitríona Maher – <i>Project Ecologist, NPWS</i> Giada Porcedda – <i>Behavioural Ecologist, NPWS</i> Paul Scott – <i>Head of Ecological Guidance and Advisory Unit, NPWS</i> Lorraine Fay - <i>Marine Mammal Ecologist, NPWS</i> Eimear O'Keeffe
	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	James Browne - <i>Minister for Housing, Local Government and Heritage</i> David Lyons - <i>Ecologist, NPWS</i> David Tierney - <i>Scientist, NPWS</i> Sinéad O'Brien - <i>Executive Officer, Development Applications Unit</i>
	8 th May 2026	Receipt via email of response to Non-Statutory EIA Scoping Presentation	Sinéad O'Brien – <i>Development Applications Unit</i>
Minister for the Climate, Energy and the Environment	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	<i>Planning Advisory</i> <i>Planning Notifications</i>
Minister for Transport	12 th November 2025	Online meeting with Marine Survey Office (MSO)	Declan Black – <i>Nautical Surveyor, MSO</i>

Prescribed Body	Dates of meeting/key correspondence	Engagement Activity	External attendees/recipients/signatory of correspondence
			Stephen Riordan
	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	General Coordination Unit Declan Black - <i>Nautical Surveyor, Marine Services Office</i>
	26 th March 2026	Online virtual meeting with Marine Services Office	Stephen Riordan - <i>Nautical Surveyor, Marine Services Office</i>
	8 th April 2026	Receipt of Department of Transport comments on Non-Statutory EIA Scoping Presentation	<i>Central Policy, Coordination and Reform</i>
Minister for Defence	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Helen McEntee - <i>Minister for Defence Property Management Planning</i>
Minister for Agriculture, Food and the Marine	January 2027	Issuing Briefing Letter	Marine Institute
	27 th January 2025	Receipt of Marine Institute Comments on Arklow Offshore Wind Farm Decommissioning Plans	Jonathon White – <i>Section Manager, Integrated Advice Marine Institute</i> Francis O’Beirn – <i>Section Manager, Licencing and Policy Advice, Marine Environment and Food Safety Services, Marine Institute</i>
	27 th February 2025	Receipt of BIM comments on Arklow Offshore Wind Farm – Decommissioning Plans	Rory Campbell – <i>Director of Seafood Technical Services, Bord Iascaigh Mhara</i>
	19 th May 2025	Receipt of DAFM Marine Divisions comments on ‘Arklow Offshore Wind Farm – Decommissioning Plans’	<i>Marine Divisions</i>
	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	<i>Environmental Coordination Unit</i>
	31 st March 2026	Receipt of DAFM comments on Non-Statutory EIA Scoping Presentation	Neil O’Brien – <i>Higher Executive Officer, Felling</i>
Environmental Protection Agency	2 nd October 2025	Issuing of ‘Arklow Offshore Wind Farm – Decommissioning Plans’	

Prescribed Body	Dates of meeting/key correspondence	Engagement Activity	External attendees/recipients/signatory of correspondence
	23 rd October 2025	Receipt of EPA comments on Arklow Offshore Wind Farm – Decommissioning Plans	<i>Office of the Director General, Wexford</i>
	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	<i>EIA Planning Unit Information Unit</i>
Maritime Area Regulatory Authority	26 th September 2024	Online Meeting	Edwin Mooney – <i>Senior Marine Advisor</i> John Evans – <i>Director of Maritime Usage Licensing and Planning Advisory</i> John Healy – <i>Deputy Assistant Chief State Solicitor with responsibility for the MARA legal unit</i>
	27 th November 2024	Online Meeting	Margaret Grey SC – <i>Counsel</i> Robert McNamara John Healy – <i>Deputy Assistant Chief State Solicitor with responsibility for the MARA legal unit</i>
	7 th January 2025	Online meeting	Philomena Kelly – <i>Compliance, Enforcement and Revenue Collection</i> Yvonne Doris – <i>Director of Compliance, Enforcement and Revenue Collection</i> Siobhan Egan – <i>Head of Compliance Assessment and Revenue Collection</i> Brendan Kissane – <i>Head of Enforcement; Compliance, Enforcement and Revenue Collection</i> Cian Moloney – <i>Senior Legal Advisor</i> Niamh Lennon – <i>Senior Marine Planning Advisor</i>
	30 th January 2025	Issuing of notice of blade maintenance works	Edwin Mooney – <i>Senior Marine Advisor</i>
	5 th May 2025	Issuing of updated programme of works for blade maintenance campaign	Edwin Mooney – <i>Senior Marine Advisor</i>

Prescribed Body	Dates of meeting/key correspondence	Engagement Activity	External attendees/recipients/signatory of correspondence
	11 th November 2025	In-person meeting	Brendan Kissane - <i>Head of Enforcement; Compliance, Enforcement and Revenue Collection</i>
	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	John Evans – <i>Director of Maritime Usage Licensing and Planning Advisory</i> Brendan Kissane - <i>Head of Enforcement; Compliance, Enforcement and Revenue Collection</i>
	25 th March 2026	Online meeting	Niamh Lennon – <i>Senior Marine Planning Advisor</i> Philomena Kelly – [POSITION] Cian Moloney – <i>Senior Legal Advisor</i> Brendan Kissane - <i>Head of Enforcement; Compliance, Enforcement and Revenue Collection</i>
	30 th March 2026	Receipt of MARA comments on Non-Statutory EIA Scoping Presentation	Niamh Lennon – <i>Senior Marine Planning Advisor, MUL & Planning Advisory Directorate</i>
Minister for Rural and Community Development	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Dara Calleary – <i>Minister for Rural and Community Development Information Unit</i>
Marine Institute	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Alan Berry - <i>Section Manager, Oceanographic and Climate Services</i> Glen Nolan - <i>Director of Marine Environment and Food Safety Services</i> <i>Institute Mail</i>
Inland Fisheries Ireland	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Matthew Carroll - <i>Fisheries Environmental Officer Eastern River Basin District Email</i>

Prescribed Body	Dates of meeting/key correspondence	Engagement Activity	External attendees/recipients/signatory of correspondence
	18 th March 2026	Receipt of Inland Fisheries Ireland Comments on Non-Statutory EIA Scoping Presentation	Matthew Carroll – <i>Fisheries Environmental Officer</i>
Health and Safety Authority	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	<i>HSA Contact Email</i> <i>HSA Consultation Email</i> <i>HSA Land Use Planning Email</i>
Commission for Regulation of Utilities	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	<i>CRU Planning Email</i> <i>CRU Information Email</i>
Fáilte Ireland	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	<i>Fáilte Ireland Planning Email</i> <i>Communications Email</i>
	7 th April 2026	Receipt of Fáilte Ireland Comments on Non-Statutory EIA Scoping Presentation	<i>Yvonne Jackson – Product Development-Environment & Planning Support</i>
An Taisce	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	<i>An Taisce Planning Email</i> <i>An Taisce Advocacy Query Email</i> <i>An Taisce Information Email</i>
Wicklow County Council	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Planning Development Department
Wexford County Council	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Planning Development
Eastern and Midlands Regional Assembly	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	General Information Email
National Transport Authority	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Planning Email Access to Information on the Environment Email
Irish Aviation Authority	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Planning Email

Prescribed Body	Dates of meeting/key correspondence	Engagement Activity	External attendees/recipients/signatory of correspondence
Sustainable Energy Authority of Ireland	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Info email
Eirgrid	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Info email
Commissioner of Irish Lights	2 nd October 2025	Issuing of 'Arklow Bank Decommissioning Plan' Letter	Ronan Boyle - <i>Director of eNavigation and Maritime Services</i>
	10 th November 2025	Online Meeting	Ronan Boyle - <i>Director of eNavigation and Maritime Services</i> Eoin Cullinane - <i>Engineering Design, Consents, and Compliance Manager</i> John Dawson – <i>Master Mariner/Chief Officer/SDPO</i> Joseph Daly – <i>Engineering Design, Consents, and Compliance Manager</i> Mark Devlin – <i>Local AtoN Inspector</i>
	11 th March 2026	Online Meeting	Ronan Boyle – <i>Director of eNavigation & Maritime Services</i> Catriona Schmegner Tosco – <i>Navigation Services Manager</i> Joseph Daly – <i>Engineering Design, Consents, and Compliance Manager</i>
	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Ronan Boyle - <i>Director of eNavigation and Maritime Services</i> <i>Operations Email</i>
Irish Coastguard	20 th January 2025	Issuing of request for informal pre-application meeting	Chris Quinsey – <i>Watch Officer</i>

Prescribed Body	Dates of meeting/key correspondence	Engagement Activity	External attendees/recipients/signatory of correspondence
	13 th March 2026	Online Meeting	Conor Kelly - <i>Master Mariner, Operations & Training Officer</i>
	16 th March 2026	Issuing of Non-Statutory EIA Scoping Presentation	Conor Kelly - <i>Master Mariner, Operations & Training Officer</i> Eugene Clonan - <i>(Former) Acting Director of Irish Coast Guard</i> Niall Ferns - <i>Preparedness Response and Planning Manager</i>

1.4 Engagement with Fisheries

Since the inception of the ABWP Phase I decommissioning project, AEL has been committed to proactive engagement with relevant stakeholders, including local fishers and the marine community. Full details on the extent of consultation and engagement activity are provided in the Stakeholder Consultation and Engagement Report, under a separate cover.

Table 4 provides a summary of the dates and nature of engagement undertaken by the ABWP I project team with fisheries.

Table 4: Summary of engagement with fisheries

Item No.	Engagement Activity	Vessel Name (if applicable)	Date of Engagement
1	Circulation of Briefing Letter	n/a	27 th March 2026
2	Letter on FMMS to all 36 fishers	n/a	1 st April 2026
3	Phone call from Mrs L. Goff	Curley	3 rd April 2026
4	In-person Mr P. Costello	Midnight Express	6 th April 2026
5	In-person Mr J. Kelly	Amber Mist	7 th April 2026
6	In-person Ms E. Flemming	Migrator	15 th April 2026
7	In-person Mr J. Doyle	Bridie May	20 th April 2026
8	In-person Mr F. Nugent	Lady Jan	2 nd May 2026
9	In-person Mr J. Doyle	Bridie May	5 th May 2026
10	In-person Mr J. Doyle	Bridie May	8 th May 2026
11	In-person Mr P. Costello	Midnight Express	12 th May 2026
12	In-person Mr J. Doyle	Bridie May	3 rd June 2026
13	Circulation of the Executive Version of the FMMS	All	18 th June 2026
13	In-person Mr N. O'Brien	Claralu	22 nd June 2026
14	In-person Mr N. O'Brien	Claralu	15 th July 2026
15	In-person Mr J. Doyle	Bridie May	27 th July 2026
16	In-person Mr M. Stone	Harbourmaster	14 th August 2026

1.5 Engagement with non-prescribed bodies

Certain organisations, public bodies and companies are not prescribed bodies for the purposes of the legislation but have been consulted because they have functions relevant to the Proposed Development.

Non-prescribed bodies and organisations consulted include:

Consultee	Date of Engagement	Engagement Activity
SSE	29 th January 2026	Online Meeting
Uisce Éireann	14 th May 2026	Phone call regarding Arklow WwTP
	5 th June 2026	Receipt of response to inquiry regarding Overall Site proximity to Arklow WwTP

Appendix 5 - Prescribed Bodies Notifications

Appendix 5.1 Schedule of Prescribed Bodies Notified

- Minister for Housing, Local Government and Heritage
- Minister for the Climate, Energy and the Environment
- Minister for Transport
- Minister for Defence
- Minister for Agriculture, Food and the Marine
- Environmental Protection Agency
- Maritime Area Regulatory Authority
- Minister for Rural and Community Development
- Marine Institute
- Inland Fisheries Ireland
- Health and Safety Authority
- Commission for Regulation of Utilities
- Failte Ireland
- An Taisce
- Eastern & Midland Regional Assembly
- National Transport Authority
- Irish Aviation Authority
- Sustainable Energy Authority of Ireland
- EirGrid
- Commissioner of Irish Lights
- Irish Coastguard
- Uisce Eireann
- Transport Infrastructure Ireland
- Coastal Planning Authority (Wicklow County Council)

Appendix 5.2 Sample Notice to Prescribed Bodies

20 Fitzwilliam Place t: + 353 1 6762594
Dublin 2 f: + 353 1 6762310
D02 YV58 e: planning@mdb.ie
w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Name
Address
Address
Address
Address
Address
Address

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear [name],

We, MacCabe Durney Barnes, wish to notify you that our client, Arklow Energy Limited (AEL), 25 North Wall Quay, Dublin 1, D01 H104, intends to apply to An Coimisiún Pleanála ("the Commission") for permission under Section 291 of the Planning and Development Act 2000, as amended (the "Act"), for the decommissioning of Arklow Bank Wind Park (ABWP) Phase I.

A description of the proposed development is set out below:

The decommissioning of the Arklow Bank Wind Park (ABWP) Phase I, an offshore wind farm (OWF), consisting of a generating station with wind turbine generators (WTGs) located in the maritime area, in the Irish Sea, approximately 10 km off the County Wicklow Coast. The onshore substation is located on North Quay in the Arklow Harbour, Arklow, Co. Wicklow. The Proposed Works Offshore will consist of the decommissioning of the generating station, the met mast and the Proposed Works Onshore will consist of the decommissioning of the onshore transmission infrastructure.

The Proposed Works Offshore will consist of:

- The dismantling and removal of the 7 no. WTGs components including full de-energising of the WTGs, permanent removal of the rotors and blades, removal of the nacelles and of the towers.
- The dismantling and removal of the Met Mast, specifically of the top section that includes the meteorological sensors and of the triangular platform.
- The cutting out of the transition pieces, connecting the WTGs and met mast to their foundations.
- The cutting of the monopiles in water depths ranging from -6.59m mLAT (WTG 2) to -10.55 mLAT (met mast) and associated dredging to facilitate removal.
- The removal of residual scour protection.

- The unburial, cutting and removal of all inter-array cables which are approximately 7.4 km in length with a diameter of 100 mm.
- The unburial, cutting and removal of the offshore export cable which is approximately 15.6 km in length to the landfall point with a diameter of 127mm.

The Proposed Works Onshore will consist of:

- The dismantling and removal of the substation building and all internal equipment.
- The removal of cooling oil from transformer and transport to a licensed waste facility.
- The removal of grey water from submerged oil interceptor tanks.
- The excavation and removal of concrete bund.
- The permanent removal of onshore cable between the landfall point and the onshore substation.
- The clearance, levelling and reinstatement of the site.

Planning permission is sought up to **the 19th June 2033** to align with the duration of the Foreshore Sub Lease.

The proposed development is not likely to have significant effects on the environment of the United Kingdom and Isle of Man, state party to the UNECE Convention on Environmental Impact Assessment in a Transboundary Context. The Environmental Impact Assessment Report (EIAR) has not identified any significant transboundary effects.

The application relates to a development which comprises an activity requiring a Dumping at Sea permit.

An Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS) have been prepared in respect of the proposed development.

A schedule of the documentation provided as part of this planning application can be viewed under **Appendix 1** of the **Planning Application Form Appendices**. One digital copy of the full application is enclosed for your information. The application may also be inspected online at the project website set up by the applicant: <http://www.arklowbank1decomm-planning.ie/>

We have also included a shapefile of the planning application boundary in the digital copies only.

Please note that the Commission, following its consideration of the application can decide to:

- (a) (i) grant the permission/approval, or
- (ii) make such modifications to the proposed development as it specifies in its decision and grant permission/approval in respect of the proposed development as so modified, or
- (iii) grant permission/approval in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

- (b) refuse to grant the permission/approval.

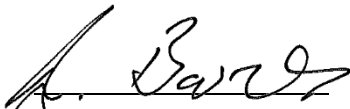
Submissions or observations may be made **only** to An Coimisiún Pleanála, 64 Marlborough Street, Dublin 1 or online on the Commission's website www.pleanala.ie by the **20th November 2026** relating to:

- (i) the implications of the proposed development for proper planning and sustainable development, and
- (ii) the likely effects on the environment of the proposed development, and
- (iii) the likely significant effects or adverse effects on the integrity of a European site, (if applicable).

If carried out.

Any submission / observations must be received by the Commission not later than 5.30 pm on the 20th November 2026.

Yours sincerely



Jerry Barnes
Director
MACCABE DURNEY BARNES

Appendix 5.3 Copies of Letter to Prescribed Bodies

20 Fitzwilliam Place t: + 353 1 6762594
Dublin 2 f: + 353 1 6762310
D02 YV58 e: planning@mdb.ie
w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Minister Martin Heydon TD
Department of Agriculture, Food and the Marine
Agriculture House
Kildare Street
Dublin 2
D02 WK12

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Minister,

We, MacCabe Durney Barnes, wish to notify you that our client, Arklow Energy Limited (AEL), 25 North Wall Quay, Dublin 1, D01 H104, intends to apply to An Coimisiún Pleanála ("the Commission") for permission under Section 291 of the Planning and Development Act 2000, as amended (the "Act"), for the decommissioning of Arklow Bank Wind Park (ABWP) Phase I.

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The Proposed Works Offshore will consist of:

- The dismantling and removal of the 7 no. WTGs components including full de-energising of the WTGs, permanent removal of the rotors and blades, removal of the nacelles and of the towers.
- The dismantling and removal of the Met Mast, specifically of the top section that includes the meteorological sensors and of the triangular platform.
- The cutting out of the transition pieces, connecting the WTGs and met mast to their foundations.
- The cutting of the monopiles in water depths ranging from -6.59m mLAT (WTG 2) to -10.55 mLAT (met mast) and associated dredging to facilitate removal.
- The removal of residual scour protection.

- The unburial, cutting and removal of all inter-array cables which are approximately 7.4 km in length with a diameter of 100 mm.
- The unburial, cutting and removal of the offshore export cable which is approximately 15.6 km in length to the landfall point with a diameter of 127mm.

The Proposed Works Onshore will consist of:

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- The removal of cooling oil from transformer and transport to a licensed waste facility.
- The removal of grey water from submerged oil interceptor tanks.
- The excavation and removal of concrete bund.
- The permanent removal of onshore cable between the landfall point and the onshore substation.
- The clearance, levelling and reinstatement of the site.

Planning permission is sought up to **the 19th June 2033** to align with the duration of the Foreshore Sub Lease.

The proposed development is not likely to have significant effects on the environment of the United Kingdom and Isle of Man, state party to the UNECE Convention on Environmental Impact Assessment in a Transboundary Context. The Environmental Impact Assessment Report (EIAR) has not identified any significant transboundary effects.

The application relates to a development which comprises an activity requiring a Dumping at Sea permit.

An Environmental Impact Assessment Report (EIAR) and a Natura Impact Statement (NIS) have been prepared in respect of the proposed development.

A schedule of the documentation provided as part of this planning application can be viewed under **Appendix 1** of the **Planning Application Form Appendices**. One digital copy of the full application is enclosed for your information. The application may also be inspected online at the project website set up by the applicant: <http://www.arklowbank1decomm-planning.ie/>

We have also included a shapefile of the planning application boundary in the digital copies only.

Please note that the Commission, following its consideration of the application can decide to:

- (a) (i) grant the permission/approval, or
- (ii) make such modifications to the proposed development as it specifies in its decision and grant permission/approval in respect of the proposed development as so modified, or
- (iii) grant permission/approval in respect of part of the proposed development (with or without specified modifications of it of the foregoing kind),

and any of the above decisions may be subject to or without conditions, or

- (b) refuse to grant the permission/approval.

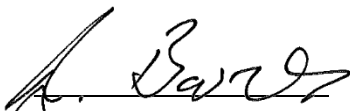
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- (iii) the likely significant effects or adverse effects on the integrity of a European site, (if applicable).

If carried out.

Any submission / observations must be received by the Commission not later than 5.30 pm on the 20th November 2026.

Yours sincerely



Jerry Barnes
Director
MACCABE DURNEY BARNES

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Dublin 2 f: + 353 1 6762310
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w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Minister Darragh O'Brien TD
Department of Climate, Energy and the Environment
Tom Johnson House
Haddington Road
Dublin 4
D04 K7X4

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Minister,

We, MacCabe Durney Barnes, wish to notify you that our client, Arklow Energy Limited (AEL), 25 North Wall Quay, Dublin 1, D01 H104, intends to apply to An Coimisiún Pleanála ("the Commission") for permission under Section 291 of the Planning and Development Act 2000, as amended (the "Act"), for the decommissioning of Arklow Bank Wind Park (ABWP) Phase I.

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The Proposed Works Offshore will consist of:

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- The cutting out of the transition pieces, connecting the WTGs and met mast to their foundations.
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- The unburial, cutting and removal of all inter-array cables which are approximately 7.4 km in length with a diameter of 100 mm.
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The proposed development is not likely to have significant effects on the environment of the United Kingdom and Isle of Man, state party to the UNECE Convention on Environmental Impact Assessment in a Transboundary Context. The Environmental Impact Assessment Report (EIAR) has not identified any significant transboundary effects.

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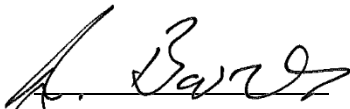
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Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Minister James Browne TD
Department of Housing, Local Government and Heritage
Custom House
Custom House Quay
Dublin 1
D01 W6X0

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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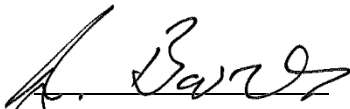
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Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Minister Darragh O'Brien TD
Department of Transport
Leeson Lane
Haddington Road
Dublin 2
D02 TR60

Wednesday 9th September

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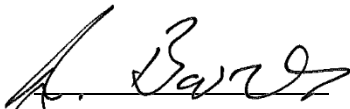
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MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Minister Dara Calleary TD
Department of Rural and Community Development
Trinity Point
10-11 South Leinster Street
Dublin 2
D02 EF

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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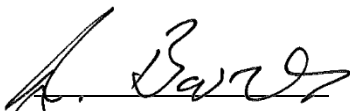
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PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Minister Helen McEntee TD
Department of Defence
Station Road
Newbridge
Co. Kildare
W12 AD93

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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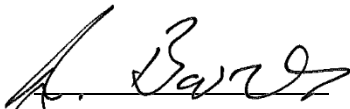
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PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

An Taisce
5 Foster Place,
Temple Bar
Dublin 2
D02 V0P9

Wednesday 9th September

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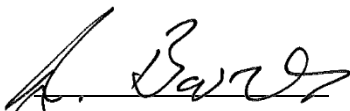
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- (iii) the likely significant effects or adverse effects on the integrity of a European site, (if applicable).

If carried out.

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Yours sincerely



Jerry Barnes
Director
MACCABE DURNEY BARNES

20 Fitzwilliam Place t: + 353 1 6762594
Dublin 2 f: + 353 1 6762310
D02 YV58 e: planning@mdb.ie
w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Commission for Regulation of Utilities,
The Exchange
Belgard Square North
Tallaght,
Dublin 24

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Sir / Madam,

We, MacCabe Durney Barnes, wish to notify you that our client, Arklow Energy Limited (AEL), 25 North Wall Quay, Dublin 1, D01 H104, intends to apply to An Coimisiún Pleanála ("the Commission") for permission under Section 291 of the Planning and Development Act 2000, as amended (the "Act"), for the decommissioning of Arklow Bank Wind Park (ABWP) Phase I.

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- The unburial, cutting and removal of all inter-array cables which are approximately 7.4 km in length with a diameter of 100 mm.
- The unburial, cutting and removal of the offshore export cable which is approximately 15.6 km in length to the landfall point with a diameter of 127mm.

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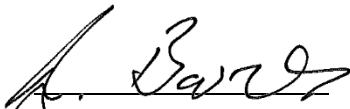
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Yours sincerely



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w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Commissioner of Irish Lights
Harbour Road
Dún Laoghaire
Co. Dublin
A96 H500

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Sir / Madam,

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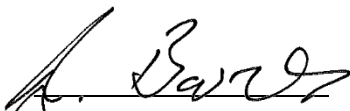
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MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Planning Team
EirGrid Plc
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
D04 FW28

Wednesday 9th September

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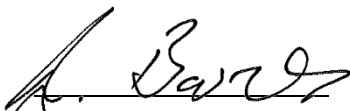
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Director
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w: www.mdb.ie

MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Ms Claire Bannon
Eastern and Midland Regional Assembly
Third Floor North
Ballymun Civic Centre
Main Street
Ballymun
Dublin 9

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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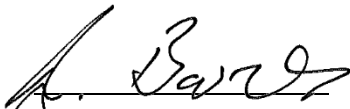
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PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Ms Philomena Kelly
EIA Planning
Environmental Licensing Programme
Environmental Protection Agency
PO Box 3000
Johnstown Castle Estate,
Co. Wexford
Y35 W821

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Ms Kelly,

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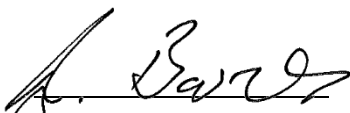
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Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Mr Shane Dineen
Fáilte Ireland,
88/95 Amiens Street,
Dublin 1
D01 WR86

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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- The cutting out of the transition pieces, connecting the WTGs and met mast to their foundations.
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- The removal of residual scour protection.

- The unburial, cutting and removal of all inter-array cables which are approximately 7.4 km in length with a diameter of 100 mm.
- The unburial, cutting and removal of the offshore export cable which is approximately 15.6 km in length to the landfall point with a diameter of 127mm.

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- The dismantling and removal of the substation building and all internal equipment.
- The removal of cooling oil from transformer and transport to a licensed waste facility.
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- The permanent removal of onshore cable between the landfall point and the onshore substation.
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Planning permission is sought up to **the 19th June 2033** to align with the duration of the Foreshore Sub Lease.

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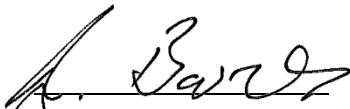
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- (iii) the likely significant effects or adverse effects on the integrity of a European site, (if applicable).

If carried out.

Any submission / observations must be received by the Commission not later than 5.30 pm on the 20th November 2026.

Yours sincerely



Jerry Barnes
Director
MACCABE DURNEY BARNES

20 Fitzwilliam Place t: + 353 1 6762594
Dublin 2 f: + 353 1 6762310
D02 YV58 e: planning@mdb.ie
w: www.mdb.ie

MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Health and Safety Authority Head Office
The Metropolitan Building,
James Joyce Street,
Dublin 1
D01 K0Y8

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Sir / Madam,

We, MacCabe Durney Barnes, wish to notify you that our client, Arklow Energy Limited (AEL), 25 North Wall Quay, Dublin 1, D01 H104, intends to apply to An Coimisiún Pleanála ("the Commission") for permission under Section 291 of the Planning and Development Act 2000, as amended (the "Act"), for the decommissioning of Arklow Bank Wind Park (ABWP) Phase I.

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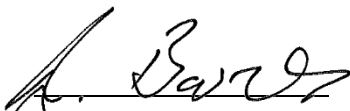
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Yours sincerely



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w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Ms Michaela Kirrane
Senior Fisheries Environmental Officer
Inland Fisheries Ireland
3044 Lake Drive
Citywest Business Campus
Dublin
D24 CK66

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Ms Kirrane,

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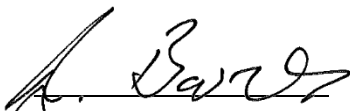
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w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Irish Aviation Authority
The Times Building
11-12 D'Olier Street
Dublin 2
D02 T449

Wednesday 9th September

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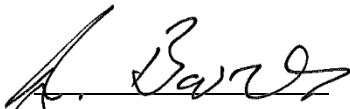
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w: www.mdb.ie

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Mr Conor Kelly
Irish Coast Guard
Leeson Lane
Dublin 2
D02 TR60

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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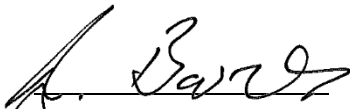
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MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Mr John Evans
Maritime Area Regulatory Authority
2nd Floor
Menapia House
Drinagh Business Park
Drinagh
Co. Wexford
Y35RF29

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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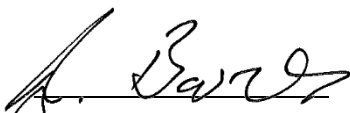
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- (iii) the likely significant effects or adverse effects on the integrity of a European site, (if applicable).

If carried out.

Any submission / observations must be received by the Commission not later than 5.30 pm on the 20th November 2026.

Yours sincerely



Jerry Barnes
Director
MACCABE DURNEY BARNES

20 Fitzwilliam Place t: + 353 1 6762594
Dublin 2 f: + 353 1 6762310
D02 YV58 e: planning@mdb.ie
 w: www.mdb.ie

MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Mr Alan Berry
Section Manager
Marine Research Infrastructures
Marine Institute
Oranmore
Co. Galway
H91 R673

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

Dear Mr Berry,

We, MacCabe Durney Barnes, wish to notify you that our client, Arklow Energy Limited (AEL), 25 North Wall Quay, Dublin 1, D01 H104, intends to apply to An Coimisiún Pleanála ("the Commission") for permission under Section 291 of the Planning and Development Act 2000, as amended (the "Act"), for the decommissioning of Arklow Bank Wind Park (ABWP) Phase I.

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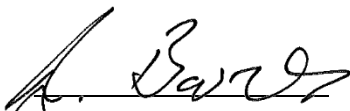
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MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

National Transport Authority
Haymarket House
Smithfield
Dublin 7
D07 CF98

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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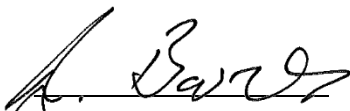
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MACCABE DURNEY BARNES

PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Sustainable Energy Authority of Ireland
3 Park Place
Hatch Street
Dublin 2
D02 FX65

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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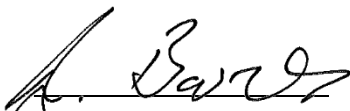
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PLANNING | ENVIRONMENT | ECONOMICS

Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Ms Tara Spain
Transport Infrastructure Ireland
Parkgate Business Centre
Parkgate Street
Dublin 8
D08 DK10

Wednesday 9th September

Re: Notice of making an application to An Coimisiún Pleanála under section 291 of the Planning and Development Act, 2000, as amended, for the decommissioning of Arklow Bank Wind Park Phase I

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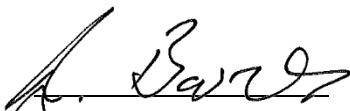
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Our Ref: 2306-Arklow Bank Wind Park Phase I Decommissioning

Development Planning
Uisce Éireann
PO Box 6000
Dublin 1
D01 WA07

Wednesday 9th September

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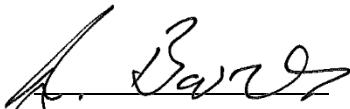
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Jerry Barnes
Director
MACCABE DURNEY BARNES

Appendix 6 – EIA Portal Acknowledgement



EIA Portal Confirmation Number: 2026136

From Housing Eiaportal <EIAportal@housing.gov.ie>

Date Thu 3 Sep 2026 13:29

To Sybil Berne <sberne@mdb.ie>

Dear Sybil,

An EIA Portal notification was received on 03/09/2026 in respect of this proposed application. The information provided has been uploaded to the EIA Portal on 03/09/2026 under EIA Portal ID number 2026136 and is available to view at

<https://experience.arcgis.com/experience/a1a85d92623147b191dd25a14b2571da>

Portal ID: 2026136

Competent Authority: An Coimisiún Pleanála

Applicant Name: Arklow Energy Limited

Location: Offshore wind farm located in the maritime area, in the Irish Sea, approximately 10 km off the County Wicklow Coast. The onshore substation is located on North Quay in the Arklow Harbour, Arklow, Co. Wicklow

Description: The Proposed Works Offshore will consist of the decommissioning of the generating station; the met mast and the Proposed Works Onshore will consist of the decommissioning of the onshore transmission infrastructure.

Linear Development: Yes

Date Uploaded to Portal: 03/09/2026

Kindest Regards,

Hugh Wogan,

EIA Portal team

An Roinn Tithíochta, Rialtais Áitiúil agus Oidhreachta
Department of Housing, Local Government and Heritage
Teach an Chustaim, Baile Átha Cliath 1, D01 W6X0
Custom House, Dublin 1, D01 W6X0

T +353 (0) 1 888 2142

www.gov.ie/housing



An Roinn Tithíochta,
Rialtais Áitiúil agus Oidhreachta
Department of Housing,
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