

Schedule of Landowner Consents – Shronowen Wind Farm, Co Kerry

Landowner Name	Folio Reference	Address
Noel Flavin	KY12519, KY34790F, KY50715F	Blanemore, Ballylongford, County Kerry
Padraig O'Donnell	KY34791F	Kilgarvan, Ballylongford, County Kerry
Joseph Walsh	KY67673F	Tullamore, Listowel, County Kerry
Jeremiah Walsh	KY67674F	Tullamore, Listowel, County Kerry
Patrick O'Sullivan	KY6525F	Tullamore, Listowel, County Kerry
Tim Quilter	KY55432F	Leam, Tralee, County Kerry
Michael O'Brien	KY28566F	Ballyline, Ballylongford, County Kerry
Michael Ahern	KY2750F	Glencullare, Tarbert, County Kerry
William Martin Cox	KY60915F	Ballyline West, Ballylongford, County Kerry
Liam Foran	KY13069F	Bedford, Listowel, County Kerry
Patrick O'Sullivan	KY67676F	Tullamore Upper, Listowel, County Kerry
Margaret O'Carroll	KY6524F	Tullamore , Listowel, Co Kerry
Daniel Mulvihill	KY64900F	Shronowen, Listowel, County Kerry
Denis Hegarty, Thomas Hegarty, John Hegarty, Josephine Hegarty Farley and Peggy Hegarty	KY 67672F	Main Street, Glin, Co Limerick

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

4 day of January, 2021

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folios KY12519, KY34790F, KY50715F and KY8787F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromalivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,



Noel Flavin
Blanemore
Ballylongford
Co. Kerry

Planning reference:

ASP-206727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

12 day of November, 2020

Dear Madam / Sir,

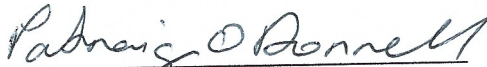
Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY34791F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,



Padraig O'Donnell
Padraig O'Donnell
Kilgarvan
Ballylongford
Co. Kerry

Planning reference:

ABP -306727 -20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

18 day of November, 2020

Dear Madam / Sir,

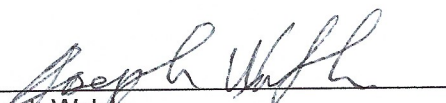
Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY67673F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,



Joseph Walsh
Tullamore
Listowel
Co. Kerry

Planning reference:

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

18 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY67674F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

Jeremiah Walsh

Jeremiah Walsh
Tullamore
Listowel
Co. Kerry

Planning reference:

ABP- 306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

13 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY6525F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

Patrick O'Sullivan

Patrick O'Sullivan
Tullamore
Listowel
Co. Kerry

Planning reference:

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

13 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY55432F, Co. Kerry (**Property**). There is appurtenant to the said lands a right of grazing on two undivided sixth parts of the lands marked as Shronowen Commonage on the enclosed map.

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

Tim Quilter

Timothy Quilter
Leam
Kilflynn
Co. Kerry

Planning reference:

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

13 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the registered owner of all of the property comprised in Folio number KY28566F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

Michael O'Brien

Michael O'Brien
Ballyline
Ballylongford
Co. Kerry

Planning reference:

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

14 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY2750F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromalivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,



Michael Ahern
Glencullare
Tarbert
Co. Kerry

Planning reference:

ABP - 306727 - 20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

14 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY60915F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

William M. Cox

William Martin Cox
Ballyline West
Ballylongford
Co. Kerry

Planning reference:

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

17 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY13069F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

Liam Foran
Liam Foran
Bedford
Listowel
Co. Kerry

Planning reference:

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

15 day of November, 2020

Dear Madam / Sir,

Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY67676F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

Patrick O'Sullivan

Patrick O'Sullivan
Tullamore Upper
Listowel
Co. Kerry

Planning reference:

ABP-306727-20

An Bord Pleanála
64 Marlborough Street
Rotunda
Dublin D01 V90

16 day of November, 2020

Dear Madam / Sir,


Consent to planning application

I confirm that I am the owner of all of the property comprised in Folio number KY6524F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

I have signed an option-to-lease agreement with the Developer, and, in fulfilment of that agreement, I hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,



Margaret O'Carroll
Tullamore
Listowel
Co. Kerry

EMPOWER
2 Dublin Landings, North Wall Quay
North Dock, Dublin D01 V4A3
E: info@emp.group
T: +353 (0)1 588 0178



Planning reference: ABP 306727-20

Dated: 08/01/21

To Whom It May Concern:

Dear Madam / Sir,

Consent to planning application

This letter confirms that Mr. Daniel Mulvihill is the registered full owner of the property comprised in Folio number KY64900F, Co. Kerry (**Property**).

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project in the townlands of Tullamore, Ballyline West, Coolkeragh and Dromlivaun in Co. Kerry (**Project**). The Developer (which is a 100% owned subsidiary company of EMPOWER whose details are set out in the footer to this letter) intends to apply for planning permission for the Project.

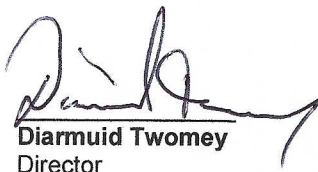
Due to covid restrictions, we have been unable to meet with Mr. Mulvihill to obtain the standard confirmation of consent to planning letter. However, Mr. Mulvihill's consent primarily is set out in the option-to-lease agreement between Mr. Mulvihill and the Developer dated 23 September 2019 (**Agreement**).

Pursuant to Section 7.3 of the Agreement, Mr. Mulvihill consents to the inclusion of the Property in any planning application relating to the Project that may be submitted by or on behalf of the Developer. Section 7.3 states as follows:

"In particular, the Landowner shall not object (directly or indirectly) to any planning application made by or on behalf of the Developer in relation to the Project and shall take all reasonable steps (at the expense of the Developer) to assist the Developer to obtain planning permission for the Project and if so required by the Developer to execute any planning documentation required in connection with a grant of planning permission for the Project, and to take all reasonable steps necessary to ensure compliance with any condition of planning permission or requirement of any planning agreement."

We have provided a copy of the Agreement, signed by Mr. Mulvihill and by the Developer, for your information. Since the Agreement is a private document with commercial details that are confidential to Mr. Mulvihill, we would kindly request that the Agreement itself be kept off the public record, if possible.

Kind regards,


Diarmuid Twomey
Director



Dated 23rd Sept 2019

OPTION AGREEMENT

relating to

LAND SITUATED AT SHRONOWEN, Co. KERRY

between

DAN MULVIHILL

and

EMPOWER

CONTENTS

CLAUSE

1.	Definitions and Interpretation	1
2.	Grant of Option and grid application and pre-conditions to Option execution	5
3.	Developer's rights during option period / Compliance with regulations	6
4.	Landowner's rights during option period.....	7
5.	Unsuitable portion	7
6.	Exercise of option.....	7
7.	Landowner's warranties and undertakings	8
8.	Notification of sales and encumbrances during the option period	10
9.	Pre-conditions to option exercise	10
10.	Intellectual property.....	11
11.	Confidential information	11
12.	Extension of the option period.....	11
13.	Reasonable cooperation / Developer's responsibility	12
14.	Dispute resolution	12
15.	General	13

SCHEDULE

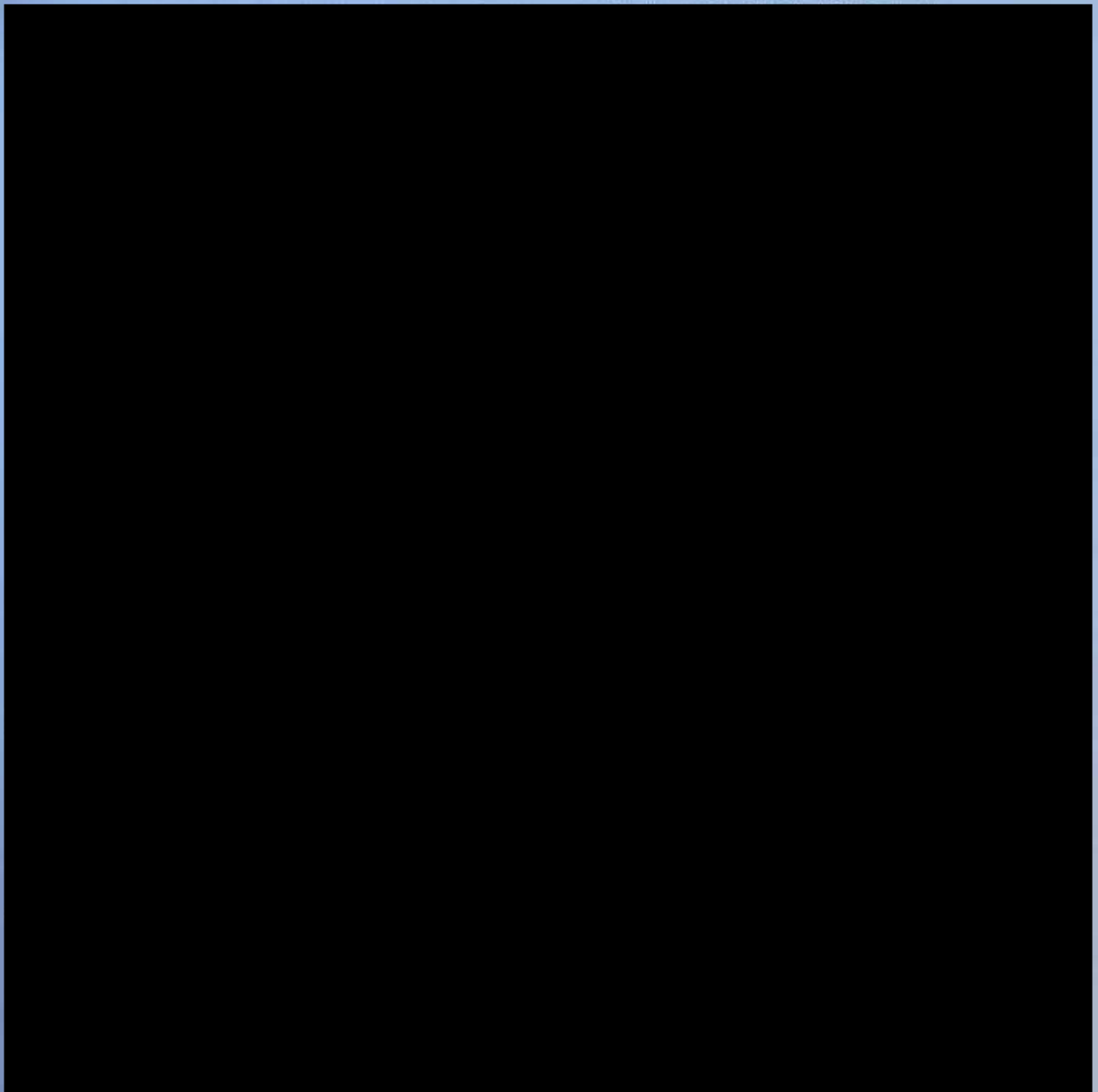
SCHEDULE 1	: DIAGRAM – OPTION LAND AREA	15
SCHEDULE 2	: AGREED FORM OF LEASE	16
SCHEDULE 3	: EXERCISE NOTICE	17
SCHEDULE 4	: LETTER OF CONSENT.....	18

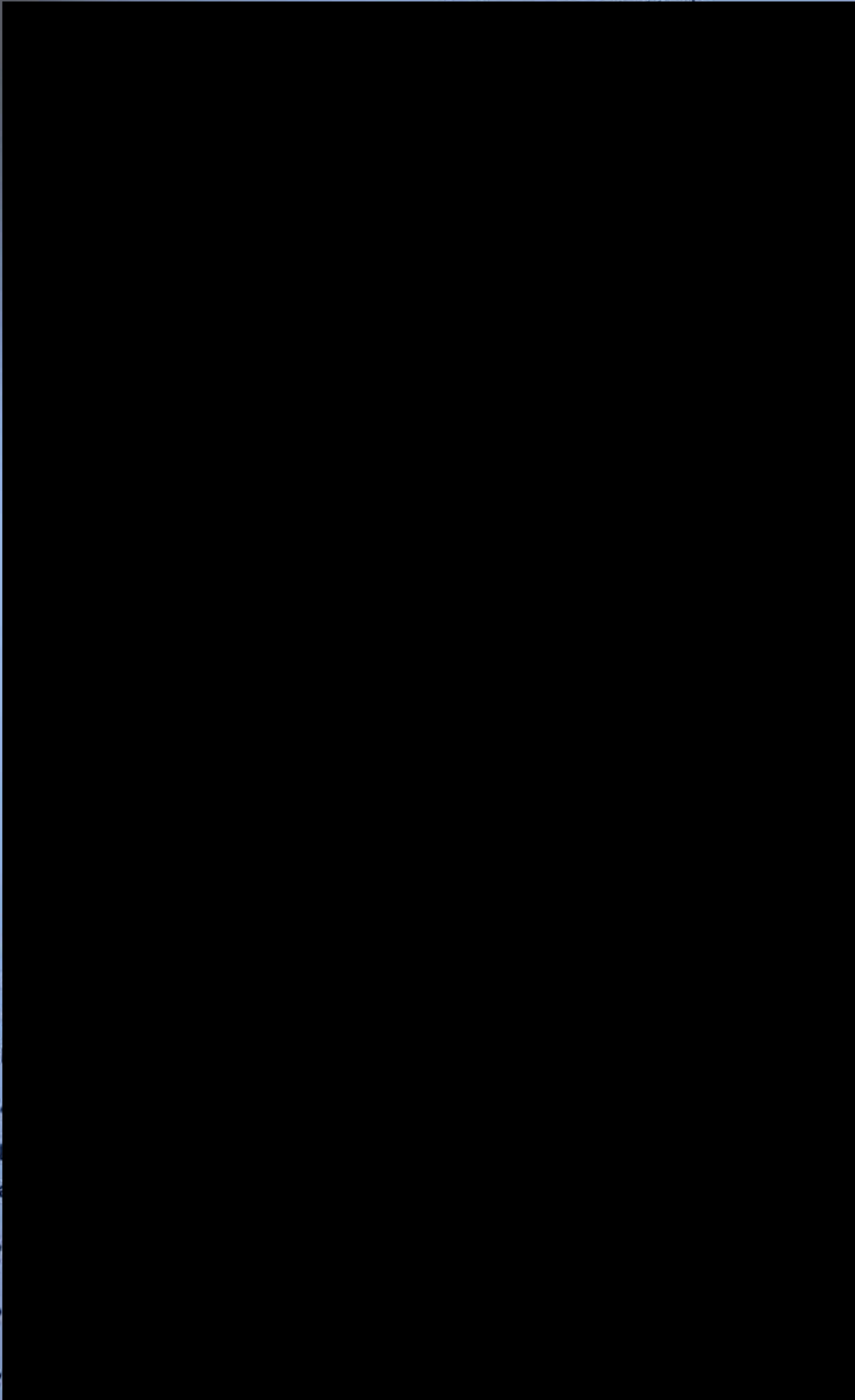
THIS AGREEMENT is dated 23rd September 2019.

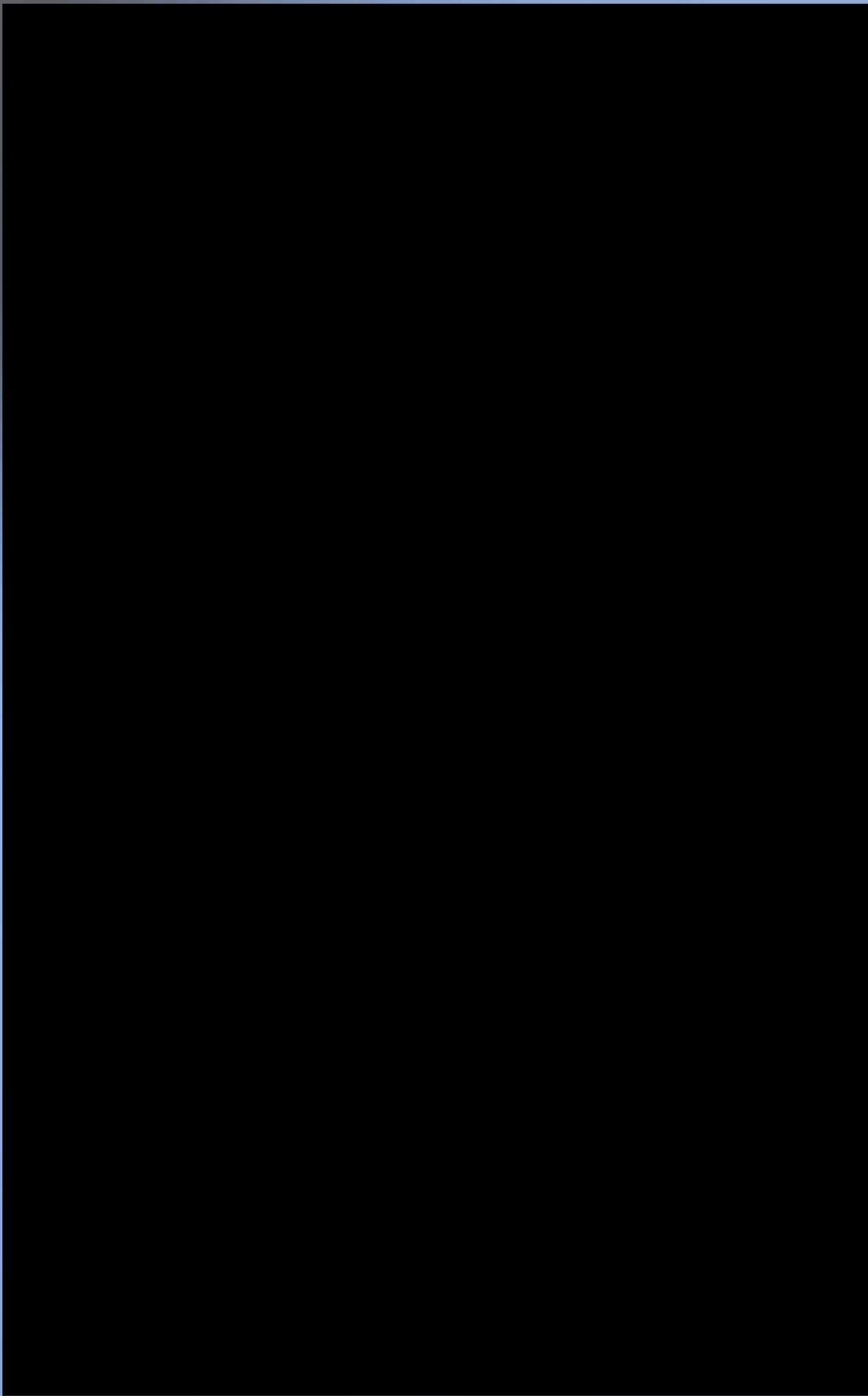
PARTIES

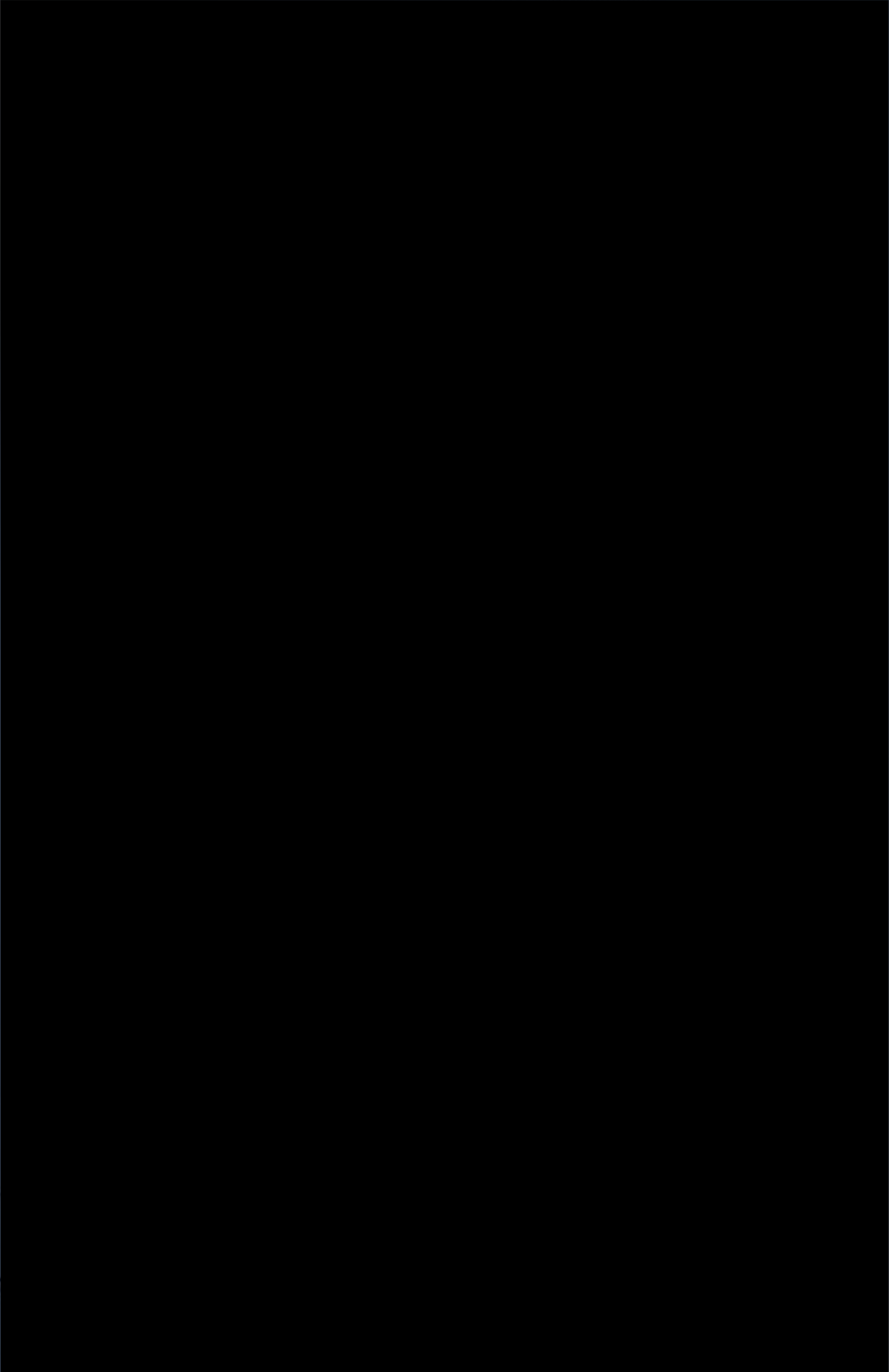
- (1) **Dan Mulvihill**, Shronowen, Listowel, Co. Kerry (the '**Landowner**') which expression shall, where the context so admits or requires, include the Landowner's executors, administrators and assigns) of the one part; and
- (2) **EMP Energy Limited**, trading as **EMPOWER**, a private limited company organised and existing under the laws of Ireland under registration number 630312 and having its registered office at Broombridge Business Centre, 288 Bannow Road, Dublin D07 PP9T ('**Developer**') which expression shall, where the context so admits or requires, include its successors, nominees and assigns) of the other part.

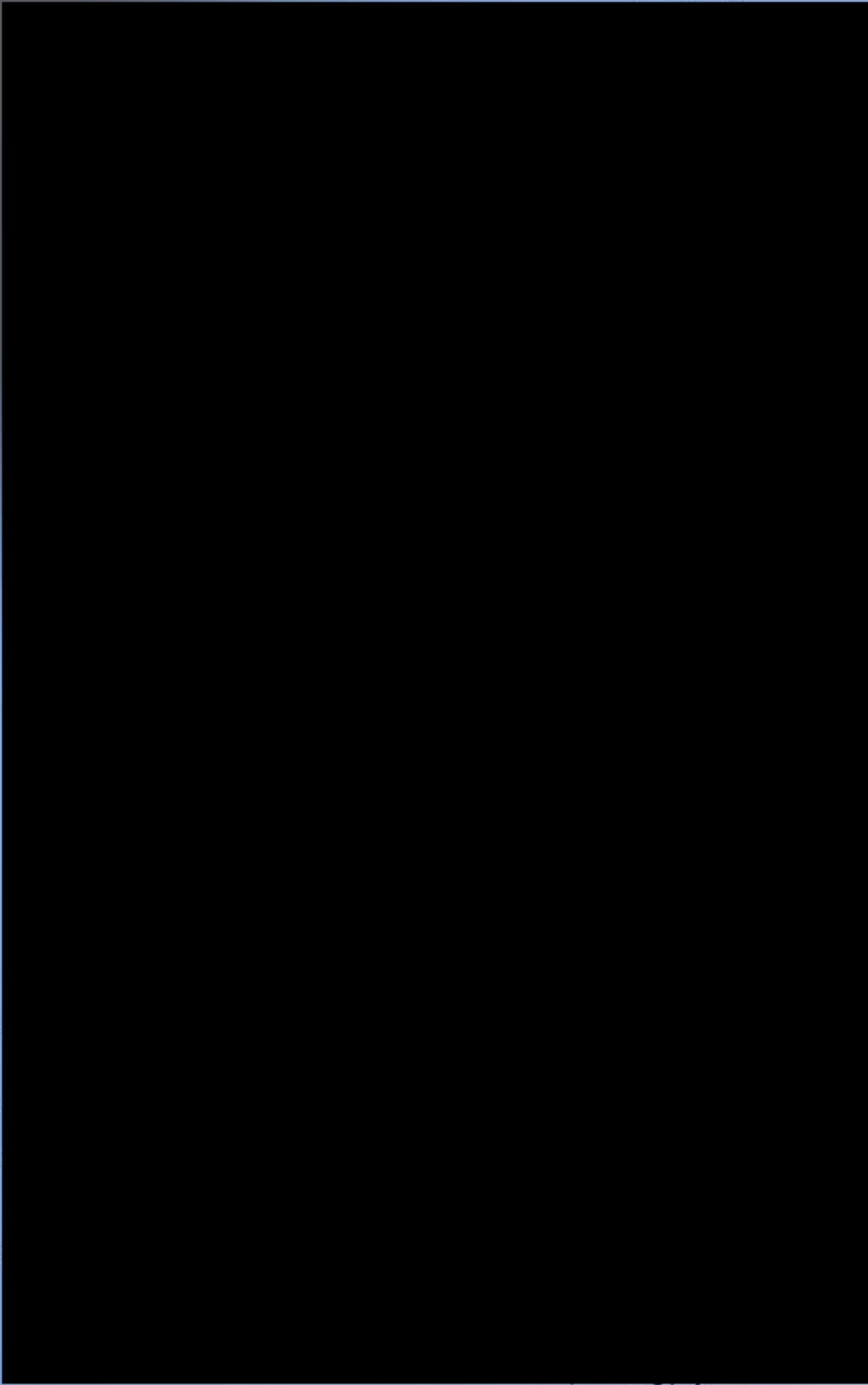
BACKGROUND

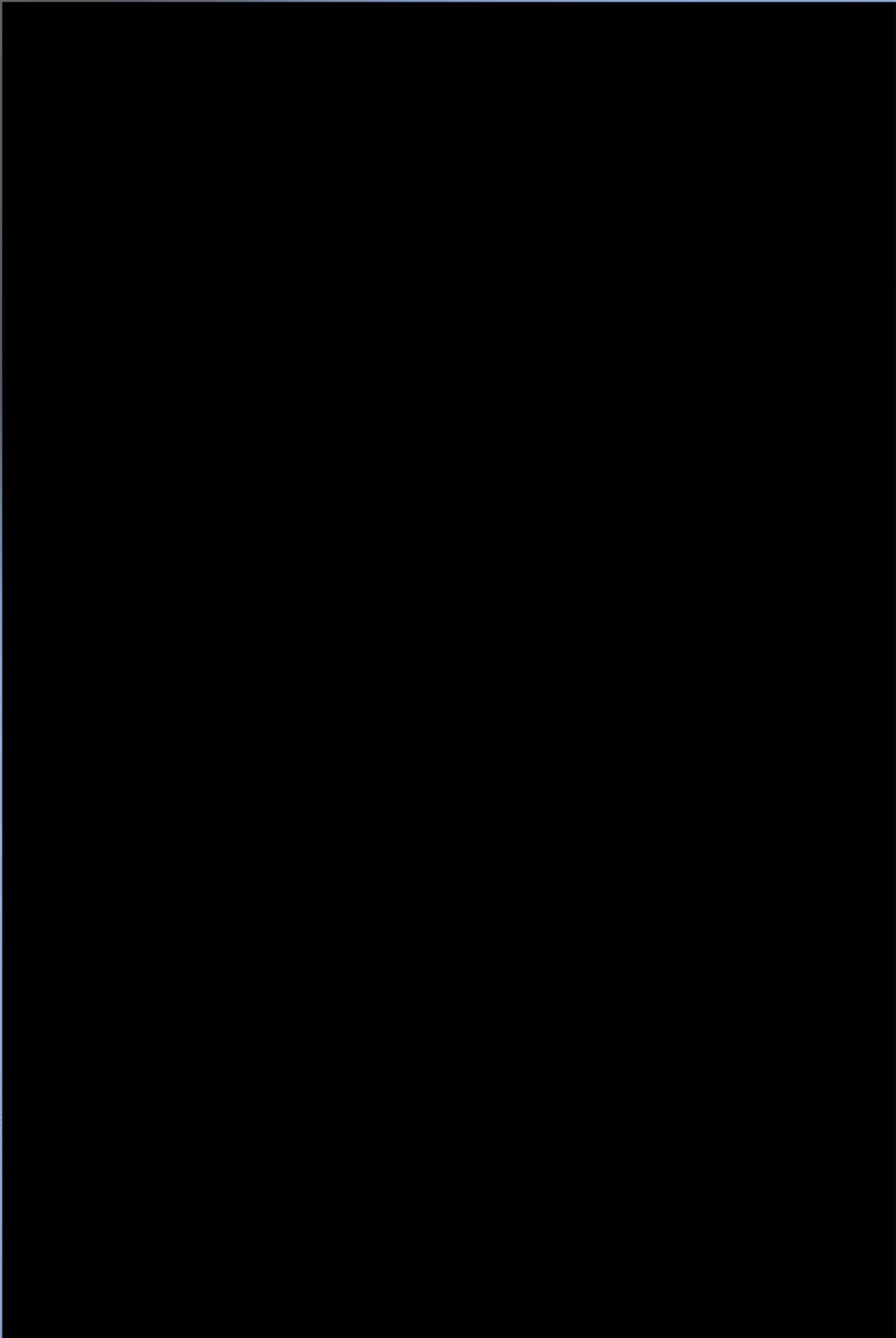


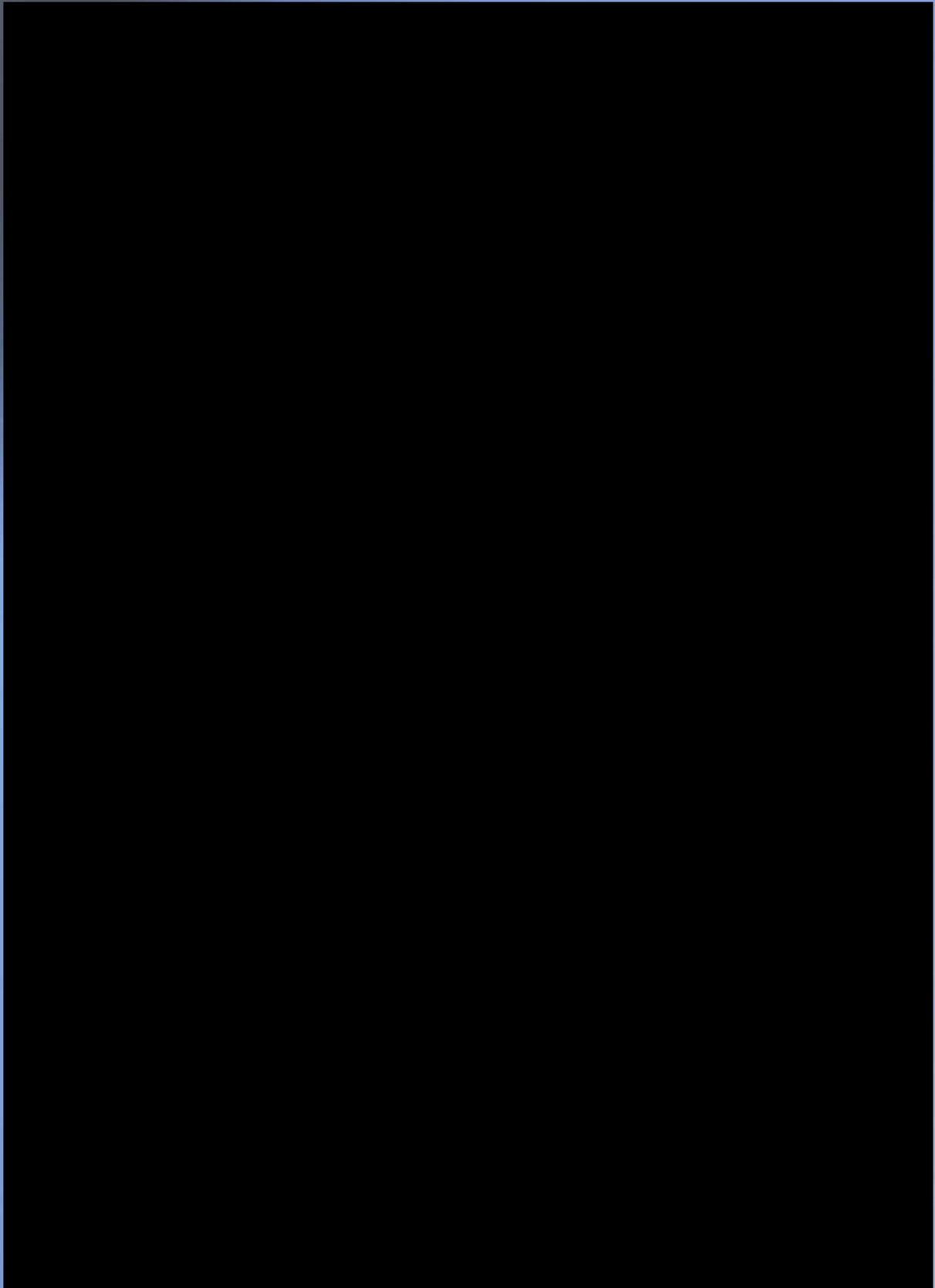












7. LANDOWNER'S WARRANTIES AND UNDERTAKINGS

7.1 The Landowner warrants to the Developer (for itself and, where applicable for the benefit of its nominee) that:

7.1.1 the Landowner is the legal and beneficial owner of the Site; and if the Landowner's name is not noted as the legal owner of the Site in the records of the Property Registration Authority, then the Landowner shall as soon as reasonably practicable provide confirmation of its ownership rights to the Site to the reasonable satisfaction of the Developer's Representative;

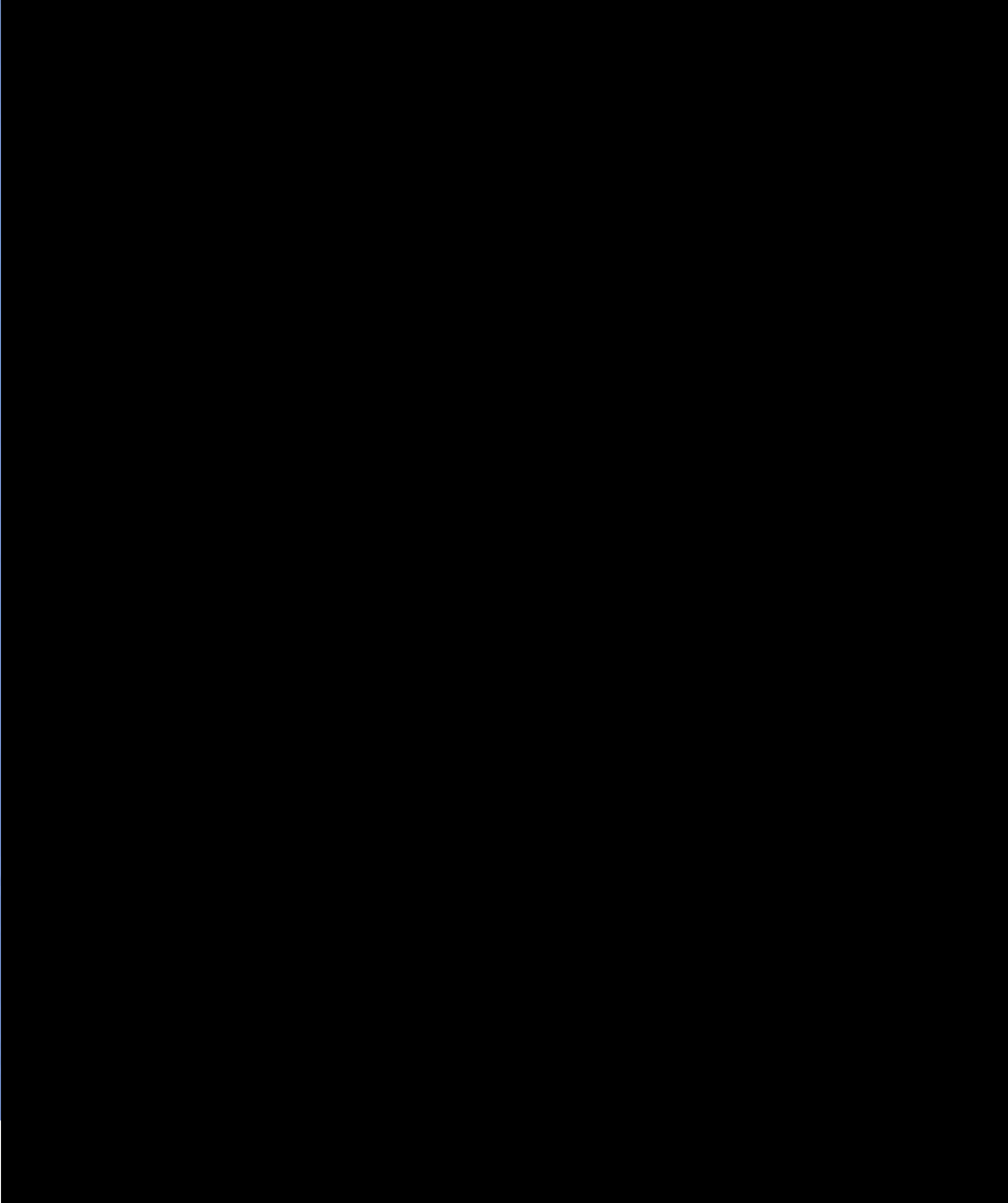
7.1.2 the Landowner will have obtained whatever releases and/or permissions are needed to ensure that the Site is free from any Landowner Encumbrance or other lien, charge, encumbrance or right whatsoever of a third party over the Site, on the date on which the Developer exercises the Option;

7.1.3 No part of the Site is a family dwelling (or part of one);

7.1.4 It has disclosed all transactions or sales and inferior or seasonal tenancies on the Site and that the existence of any such tenancies or transactions or sales does not contravene any of the provisions of this Agreement or of the Lease; and

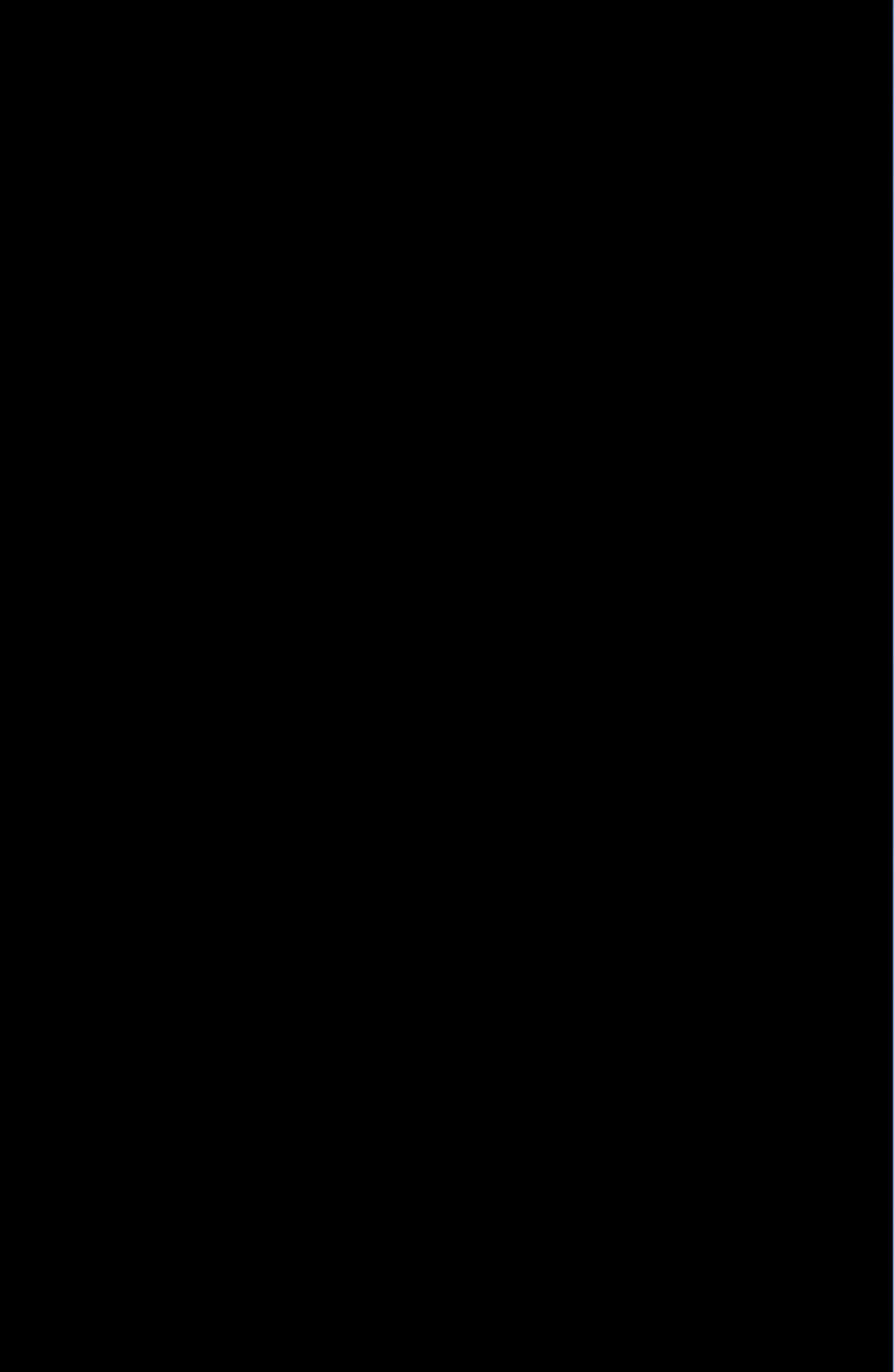
7.1.5 It will promptly provide the Developer with details of all proposed inferior or seasonal tenancies entered into after the date of this Agreement.

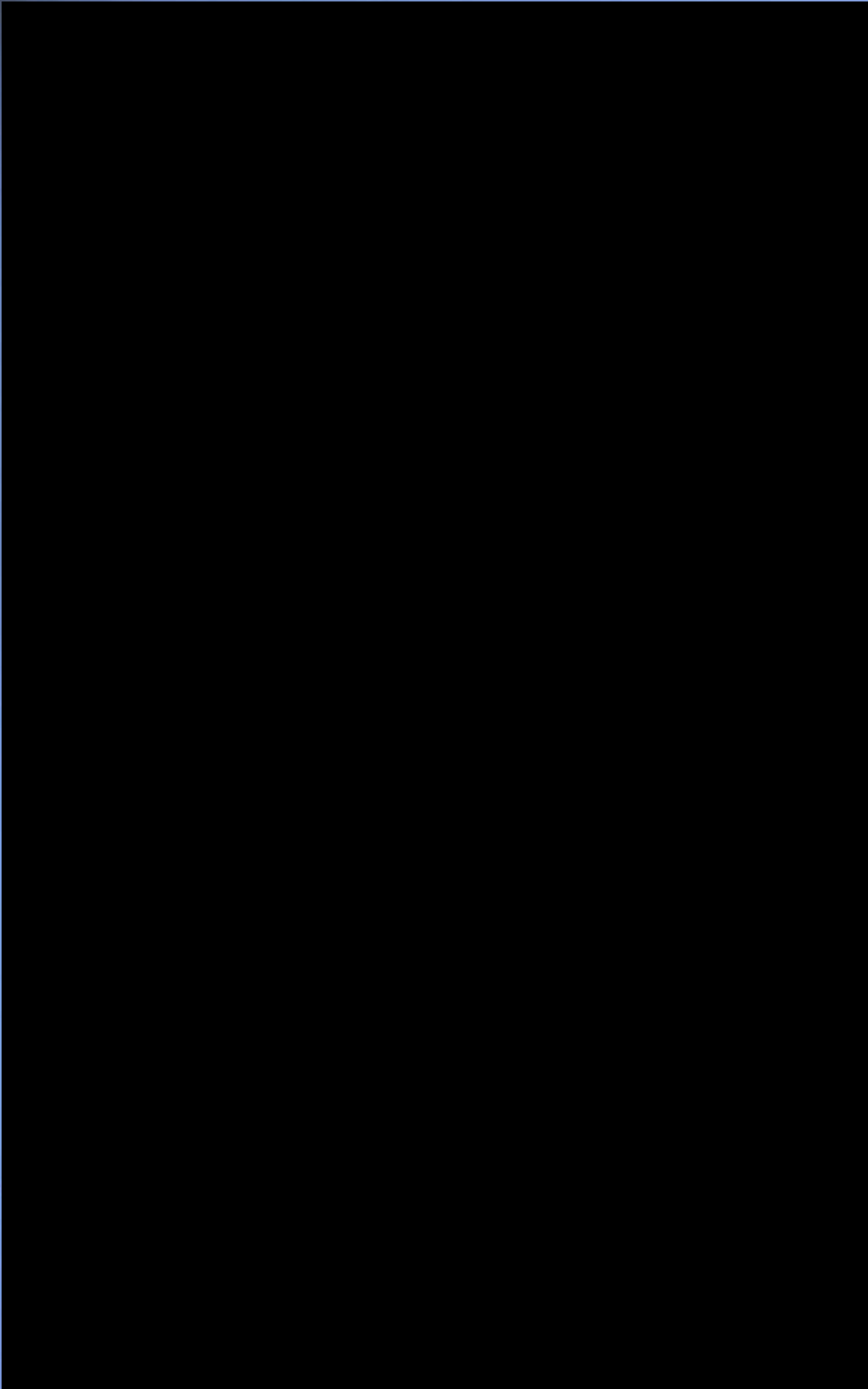
7.2 The Landowner undertakes to the Developer that it will sign all documents and do all things necessary for the execution of the Lease with the Developer forthwith upon request from the Developer.

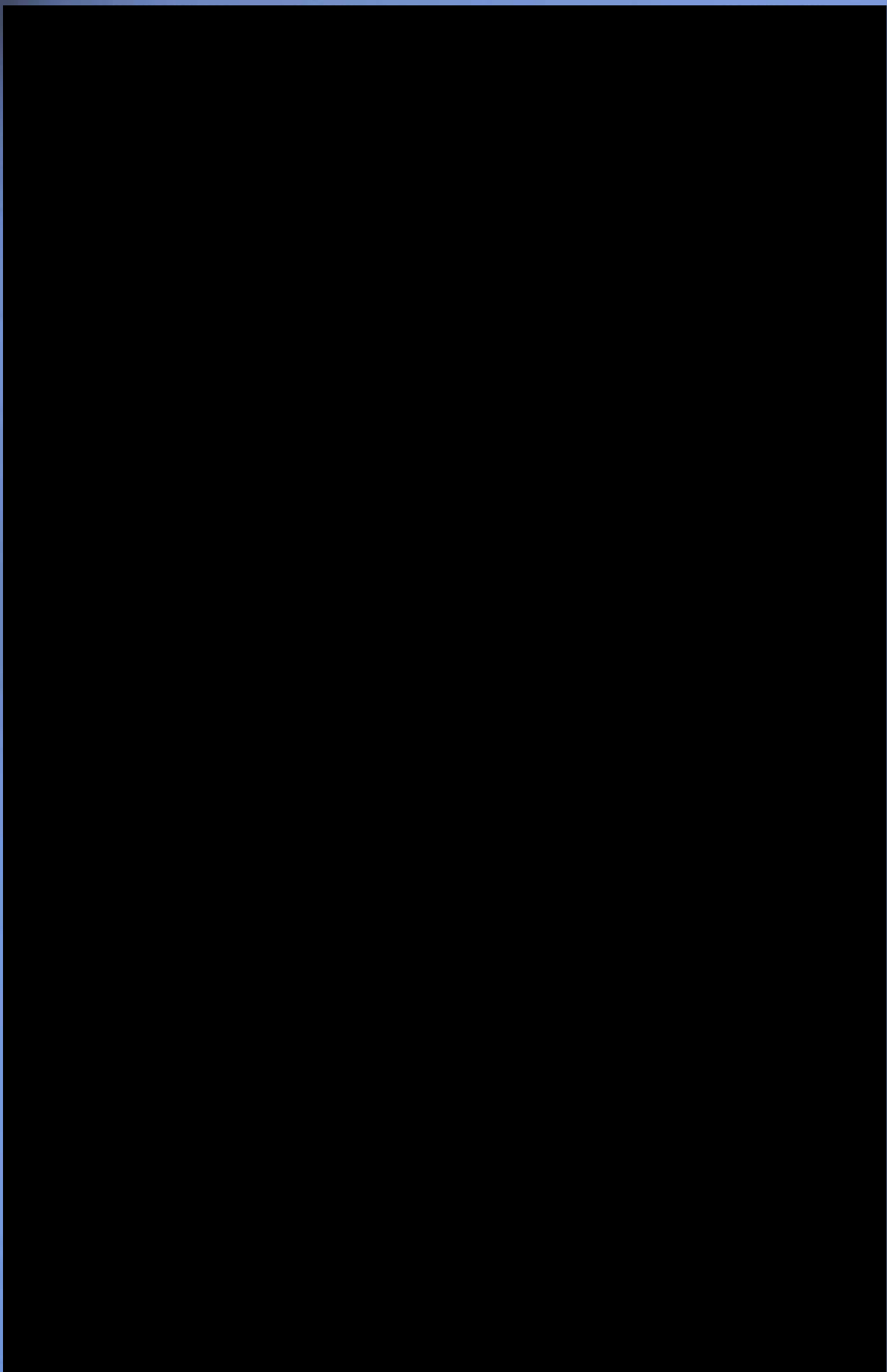
- 7.3 In particular, the Landowner shall not object (directly or indirectly) to any planning application made by or on behalf of the Developer in relation to the Project and shall take all reasonable steps (at the expense of the Developer) to assist the Developer to obtain planning permission for the Project and if so required by the Developer to execute any planning documentation required in connection with a grant of planning permission for the Project, and to take all reasonable steps necessary to ensure compliance with any condition of planning permission or requirement of any planning agreement.
- 7.4 The Landowner shall do nothing during the term of the Agreement which:
- 7.4.1 could hinder or jeopardise the Evaluation Work; or
 - 7.4.2 could conflict with any exercise of the Option
- 7.5 The Landowner shall neither apply nor permit any third party to apply for any planning permission on or adjacent to the Site without first notifying the Developer and obtaining the Developer's prior written approval.
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15. **GENERAL**

- 15.1 **Counterparts:** The Agreement may be executed in any number of counterparts, each in like form, all of which when taken together shall constitute one and the same document and any Party may execute the Agreement by signing any one or more of such counterparts.
- 15.2 **Waiver:** Any liability to any Party under the provisions of this Agreement may in whole or in part be released varied compounded or compromised by such Party in its absolute discretion as regards any Party under such liability without in any way prejudicing or affecting its rights against any other Party under the same or a like liability whether joint and several or otherwise. A waiver by any Party of any breach by any other Party of any of the terms provisions or conditions of this Agreement or the acquiescence of a Party in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.
- 15.3 **Force Majeure:** Neither Party shall be responsible for any failure to fulfil their respective obligations under the Agreement where such failure is occasioned by any overwhelming cause wholly outside the control of such Party.
- 15.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Nothing in this Clause 15.4 shall limit or exclude any liability for fraud.
- 15.5 **Notices:** Any notice required to be given under the Agreement by any Party shall be in writing and shall be delivered by hand (and a delivery receipt obtained) or by courier or by registered post at the address indicated in the Parties Section and shall be deemed effective if delivered by hand at the date stated on the said delivery receipt and if sent by courier or registered post at the expiration of three (3) working days thereafter. Each of the Parties shall notify the other of any change of address within forty-eight hours of such change.
- 15.6 **Registration:** The Landowner hereby consents to the registration of this Agreement (in either full or summary form) as a burden on the Landowner's title and for the avoidance of doubt this Agreement is intended to bind successors in title to the Landowner from time to time.

15.7 Landowner's Costs: The Developer shall pay the Landowner's reasonable legal costs in connection with the negotiation of this Agreement and the Lease.

This Agreement has been entered into on the Signature Date.

Schedule 1: Diagram – Option Land Area





01 8490376
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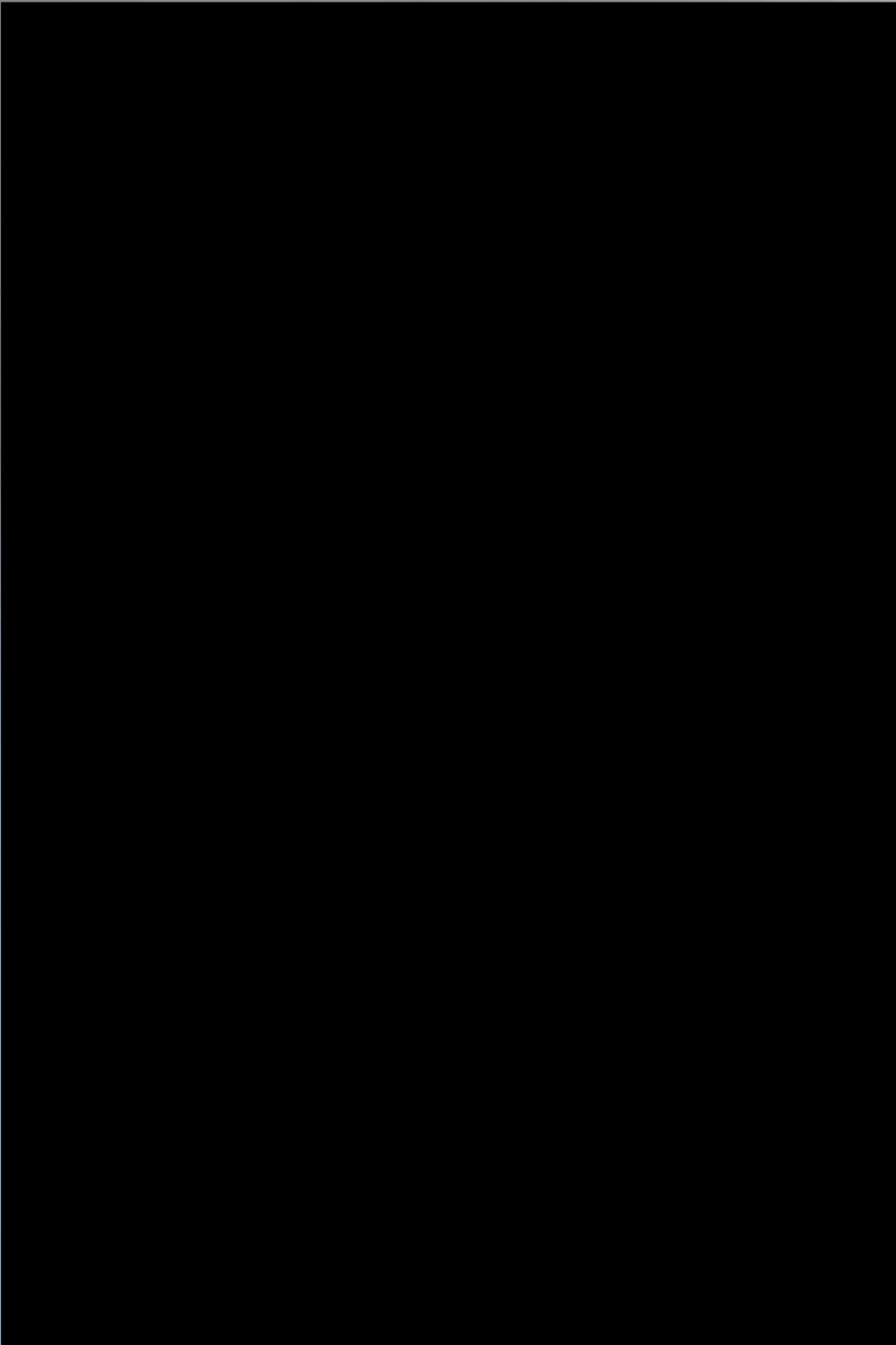
Signature
- [unclear]

ADP
MNER

Dan Mulvihill Option to Lease



- Legend**
-  Dan Mulvihill Landholding
 -  Dan Mulvihill Option to Lease



Schedule 3: Exercise Notice

To: [LANDOWNER/ SUCCESSOR IN TITLE] at:
[ADDRESS]

for the attention of [NAME/POSITION]

[BY HAND/BY COURIER/BY REGISTERED POST]

Pursuant to an option agreement (the 'Agreement') dated [DATE] made between [] ('LANDOWNER') and EMPOWER ('DEVELOPER') relating to land lying and being at [] in the [], [DEVELOPER/ SUCCESSOR IN TITLE] gives [LANDOWNER/ SUCCESSOR IN TITLE] notice of the exercise of the Option contained in the Agreement to take the Lease on the terms set out in the Agreement.

Terms defined in the Agreement have the same meaning in this option notice unless given a different meaning in this option notice.

DATE:

SIGNED BY [NAME OF DIRECTOR OR OFFICER] for and on behalf of
EMPOWER [/SUCCESSOR IN TITLE]

SIGNED by
DAN MULVIHILL

Patrick G. McMahon
Solicitor

PATRICK G. McMAHON
Solicitor & Commissioner for Oaths

FOR AND ON BEHALF OF
EMPOWER

} *Dan Mulvihill*

} *Diarmuid Twomey* (Director)
Diarmuid Twomey

Planning reference: ABP-306727-20

Dated: 14th January 2021

To Whom It May Concern:

Dear Madam / Sir,

Consent to planning application

I confirm that I, Denis Hegarty, together with Thomas Hegarty, John Hegarty, Josephine Hegarty Farley, and Peggy Hegarty, are registered owners of the property comprised in Folio number KY67672F, Co. Kerry (**Property**); and I further confirm that I am authorised to sign this letter on their behalf.

Shronowen Wind Farm Limited, a company registered in Ireland under registration number 656804 (**Developer**), is developing a wind farm project at Shronowen, Co. Kerry (**Project**). The Developer intends to apply for planning permission for the Project.

We hereby consent to the inclusion of the Property in all planning applications relating to the Project that may be submitted by the Developer or by any associated company, or by anyone acting on their behalf.

Yours faithfully,

FOR AND ON BEHALF OF
**Denis Hegarty, Thomas
Hegarty, John Hegarty,
Josephine Hegarty Farley,
and Peggy Hegarty**
Main Street
Glin
Co. Limerick

} 
.....
Denis Hegarty