

Environmental Impact Assessment Report

Cummeennabuddoge Wind Farm

Technical Appendix 2-4: Mitigation Agreement

Cummeennabuddoge Wind (DAC)

September 2024



DATED 28 March 2024

PATRICK BUCKLEY

AND

CUMMEENNABUDDOGE WIND DESIGNATED ACTIVITY COMPANY

AGREEMENT

CLOHESSY & CO
Solicitors
5 Shannon Street
Limerick
Ref: FUT0010006

This agreement is dated

28 March

2024

Parties

- (1) **PATRICK BUCKLEY** of Knocknagowan, Clonkeen, Killarney, Co. Kerry (“**PB**”); and
- (2) **CUMMEENNABUDDOGE WIND DESIGNATED ACTIVITY COMPANY** incorporated and registered in Ireland with Company Number 696663 whose registered office is c/o FuturEnergy Ireland, 27/28 Herbert Place, Dublin 2 (“**CBW**”)

(each of PB and CBW being a “**party**” and together PB and CBW are the “**parties**”).

BACKGROUND

- (A) PB has obtained the PB Planning Permission (defined below) in relation to the Plan 4 Property.
- (B) It is anticipated by CBW that if PB commences construction on or development of the Plan 4 Property such construction or development will have a number of material adverse consequences for the Project including, but not limited to, a reduction in the number of turbines in the Project and a consequent reduction in the potential generating capacity of the Project.
- (C) It is anticipated that the development of the Project will have a significant impact on the market value of the Plan 4 Property and PB’s ongoing use, enjoyment and future development of the Plan 4 Property.
- (D) In order to facilitate the Project, CBW has requested that PB postpone indefinitely and does not at any time (i) construct any dwellinghouse on or otherwise develop the Plan 4 Property pursuant to the PB Planning Permission or otherwise and/or (ii) carry out any other construction or works on or development of the Property (defined below), to which PB has agreed.
- (E) The parties have reached a compromise on full and final terms and wish to record those terms, on a binding basis, in this agreement.

Agreed terms

1. Definitions and interpretation

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

“**ABP**” means An Bord Pleanála and any successor or replacement body from time to time.

“**Accommodation Works**” means the following works:

- (a) The construction of access roads (temporary or permanent) together with all rides and tracks leading to those roads or tracks and including all bridges, passing places, cattle grids, gates, fences, culverts and drainage works, bell mouths, turning areas, visibility splays and any other ancillary works forming part of those roads or tracks necessary for the installation of

and/or access to the Turbines, the turbine transformer units, the cables, the Conducting Media or any other of CBW's equipment necessary or desirable for the Project.

- (b) The construction of turbine transformer units and installation of associated equipment to connect to the grid system to permit CBW to transmit distribute and sell the electricity generated by the Project (or any part thereof).
- (c) The construction of and enlarging of accesses to and from the Project Property for the Project.
- (d) The laying of underground cables, overhead lines and Conducting Media necessary for the Project.
- (e) The construction of temporary or permanent storage areas for the Project.
- (f) The construction, installation, repair, maintenance, renewal and replacement of the Turbines on the Project Property including (but without prejudice to the generality of the foregoing) the construction and laying of foundations, hardstands, crane pads and transformers).
- (g) Any other works necessary or desirable for the Project.

"Adjoining Property" means any land or buildings adjoining or neighbouring or in the vicinity of any Project Property in which PB has any interest.

"Beneficiaries" has the meaning given to that term in clause 22.

"Business Day" means a day, other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are open for general banking business.

"CBW's Solicitors" means Clohessy & Co, 5 Shannon Street, Limerick.

"Confidentiality Agreement" means the Confidentiality Agreement dated on or about the date of this agreement between the parties.

"Conducting Media" means:

- (a) any wire, telephone line, cable, tube, pipe, conductor or other similar transmission media (including its casing or coating or protective tile) placed on, above or in the ground for transmitting and/or distributing electricity, together with junction boxes, switching vaults, transformers, switches, fibre-optic cables, and other ancillary equipment used in connection with the Project;
- (b) drains, channels, watercourses, gutters, culverts, soakaways, pipes and other conduits used in connection only with the Project;
- (c) posts, pylons, poles, supports and other ancillary apparatus used in connection with the Project

and such expression shall where the context so requires include reference to any land over under on or through which such Conducting Media may be placed and a strip of land for access not less than 15 metres either side of the centre line of the route of such Conducting Media.

“Disponee” has the meaning given to that term in clause 23.

“Group” “Group Company” or “Group Companies” means CBW and any company which is from time to time a Subsidiary, Holding Company or Associate Company of CBW and any Subsidiary, Holding Company or Associated Company of any such company.

“Holding Company” and **“Subsidiary”** shall have the meanings respectively ascribed to such expressions by Section 8 and Section 7 respectively of the Companies Act 2014. The term **“Associated Company”** shall have the meaning assigned to the term “Associated Undertaking” by paragraph 20 of Schedule 4 of the Companies Act 2014.

“Longstop Date” means the date of commencement of the construction of the first hardstand for the Project on Project Property.

“Other Project” means any project or development, including, but not limited to, any renewable energy project or development, in which CBW or any other Group Company(ies) or any of its or their Related Parties has any interest which do/does not affect PB.

“PB Planning Permission” means the grant of planning permission issued by Kerry County Council Reference Number: 22/861 for the construction of a new dwelling house with connection to a wastewater treatment system and all associated services on the Property.

“Plan 3 Property” means all of the property comprised in Plan 3 of Folio KY31231 of the Register, Co. Kerry, which, for the purposes of identification, is coloured in red and marked “Plan 3” on the map attached at Schedule 2.

“Plan 4 Property” means all of the property comprised in Plan 4 of Folio KY31231 of the Register, Co. Kerry which, for the purposes of identification, is coloured in red and marked “Plan 4” on the map attached at Schedule 2.

“Project” means the proposed wind farm project consisting, without limitation, of Turbines, access roads, construction compounds, Accommodation Works, Conducting Media, equipment, sub-station(s), anemometer and/or meteorological masts, storage facilities and other related equipment, infrastructure and things, and intended to be known as Cummeennabuddoge Wind Farm.

“Project Financial Close” means the date of execution of the financing agreements for the construction of the Project and all conditions precedent are satisfied and funding by the Project’s lenders is committed.

“Project Property” means any property owned, occupied, used or enjoyed by CBW in relation to the Project howsoever.

“Property” means the property comprised in Folio KY31231.

“Related Parties” means CBW’s Group Companies (and each of them) and their and each of their assigns, transferees, members, representatives, partners, principals, nominees, agents, officers, directors, partners or any party with whom any of the foregoing is in a joint venture.

“Security Party” means any and all financial institutions or any other person providing equity, finance, credit or other financial accommodation or assistance to CBW and **“Security Parties”** shall be construed accordingly.

“**Turbines**” means wind-powered turbines (including turbine bases, foundations, hardstanding and turbine blades) to be and from time to time on the Project Property or part or parts thereof.

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 Reference to a **person** includes any individual, firm, partnership, company, corporation, undertaking, association, government agency, authority and other bodies, incorporated or unincorporated and whether having direct legal personality or not.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, estates, successors and permitted assigns, and references to any party shall include that party’s personal representatives, estate, successors and permitted assigns.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow or suffer that thing to be done.
- 1.11 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied in writing from time to time.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

- 1.13 Reference to **tax** shall be construed so as to include any tax, levy, impost, duty or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same).
- 1.14 A reference to **CBW** shall include CBW, its Group Companies (and each of them) and its and their (and each of their), successors, assigns, nominees and transferees.
- 1.15 A reference to **PB** shall include his estate, legal personal representatives, successors and permitted assigns and any person to whom he transfers, assigns, grants, assures, lets, demises or otherwise disposes (howsoever and whether permanent or temporary) the Property or any part thereof or any right or interest therein.
- 1.18 The *contra proferentum* principle of construction shall not apply to this agreement. It is acknowledged and agreed by the parties that the provisions of this agreement have been negotiated, drafted and settled jointly by and on behalf of the parties and accordingly if any question arises at any time as to the meaning, intent or interpretation of any provision or provisions of this agreement, no presumption or burden of proof will arise in favour of or against any party solely as a result of the authorship of any of the provisions of this agreement.

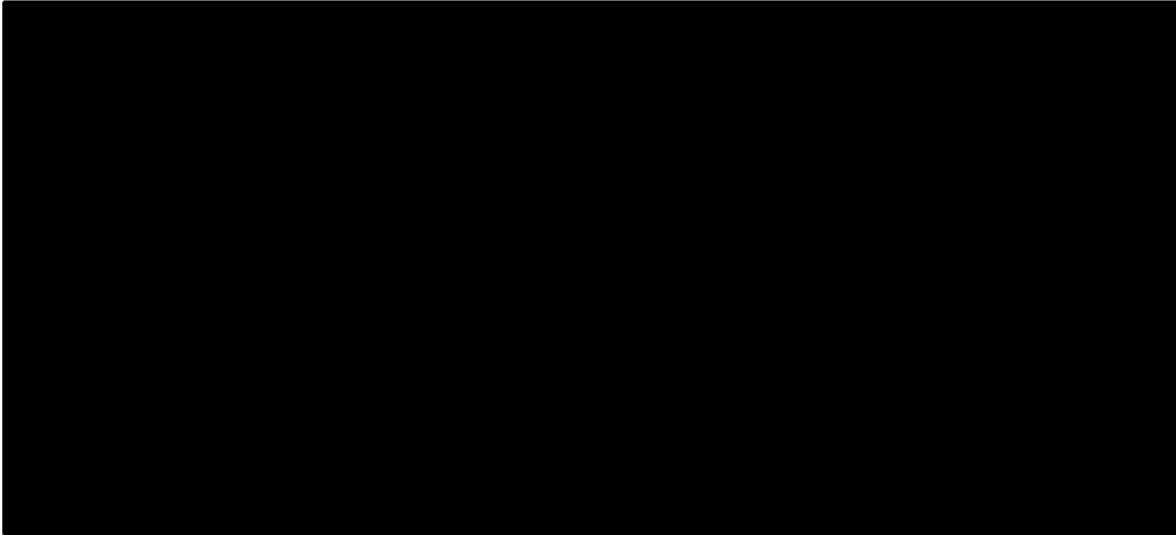
2. **Effect of this agreement**

The parties hereby agree that this agreement shall immediately be fully and effectively binding on them.

3. **Payment**

In consideration of (a) the immediate and indefinite postponing of development by PB on the Plan 4 Property pursuant to the PB Planning Permission and (b) PB's agreement to not at any time (i) construct any dwellinghouse on or otherwise develop the Plan 4 Property pursuant to the PB Planning Permission or otherwise and/or (ii) carry out any other construction or works on or development of the Property, then strictly subject to and conditional on PB's compliance at all times with the terms of this agreement, CBW shall pay to PB [REDACTED]

[REDACTED]



3.1.4 In the event that the above sums have not been discharged within 30 days of the respective time limits for payment set out in this clause 3.1 after becoming due then CBW agrees to pay interest at the rate of [REDACTED] per annum on any outstanding sums, such interest to run from the date the payment was actually due until the date the payment is actually made.

3.1.5 PB agrees that the apportionment of any payment to any particular part (or plan) of the Property shall not affect PB's obligations in relation to any other part (or plan) of the Property.

4. **PB's obligations**

PB, with the intention of binding PB and the Property and the Adjoining Property and for the benefit and protection of the Project, and so doing, agrees, covenants with and undertakes to CBW that he shall:

4.1 not exercise the PB Planning Permission.

4.2 not apply to the relevant local authority (or ABP) for any new or revised or amended planning permission in relation to the Property or any Adjoining Property or any amendment or variation of the PB Planning Permission.

4.3 not consent to any application for planning permission for any development on the Property or any Adjoining Property.

4.4 not directly or indirectly:

4.4.1 make or procure or assist in the making or procuring of any objection to any application which may be lodged with the relevant planning authority for any new or revised planning permission in relation to the Project or any part thereof.

- 4.4.2 lodge or procure or assist in the lodgement or procuring of any objection or appeal with ABP against any decision which the relevant planning authority may issue, including, but not limited to, any grant of any new or revised permission in relation to the Project or any part thereof or against any conditions attaching to any such decision or grant.
- 4.4.3 make or procure or assist in making or procuring any submission or other communication whether oral or in writing to the relevant planning authority or to ABP in relation to any application for planning permission in relation to the Project or any part thereof.
- 4.4.4 issue, participate in or support any proceedings, including, but not limited to, any judicial review proceedings in relation to the Project.
- 4.5 not erect or construct any building, structure or thing on the Property or any Adjoining Property which may affect the Project, the wind flow to the Project or the Conducting Media.
- 4.6 permit CBW to peacefully and quietly hold and enjoy the Project Property and any easements, rights and privileges granted to CBW without any interruption or disturbance from or by PB or any person claiming under or in trust for PB.
- 4.7 not do or permit to be done anything that interferes with or negatively affects or is likely to interfere with or negatively affect the Project or CBW's use, enjoyment or occupation of Project Property or the exercise by CBW of any easements, rights or privileges.
- 4.8 not grant any easements in, on, under or over the Property or any Adjoining Property or lease, sublet, sell, transfer or part with the possession of the Property or any Adjoining Property or any part thereof or any rights therein that would or would be likely to diminish, impair or adversely affect the use, occupation or enjoyment of the Project Property or the Project or the operation of the Project including (but not by way of limitation) the uninterrupted flow of wind to the Turbines to the maximum extent possible or CBW's right to transfer or sell any power generated by the Project.
- 4.9 to give at least six months' prior notice in writing to CBW of any proposal to carry out any works of any nature upon the Property or any Adjoining Property that could possibly affect the Project or the generation of electricity by the Project.
- 4.10 not do anything which could cause damage to or interfere with the development or operation of the Project or in any way breach or cause a breach of any statutory agreements, regulations or bye-laws for the time being in force relating to the Project including without prejudice to the generality of the foregoing, any agreements required under Section 47 of the Planning and Development Act 2000.

- 4.11 to abide by and comply with the terms and conditions of any statutory agreement, regulation or bye-law insofar as same apply to PB, the Property or any Adjoining Property or are within PB's power or procurement. PB shall be responsible for all reasonable and necessary costs and liabilities of PB associated with providing any documentation for the Project to the relevant planning authority and/or ABP required by CBW.
- 4.12 not directly or indirectly object to or make any claim or take any action against CBW or any other Group Company(ies) or any of its or their Related Parties in relation to the Project.
- 4.13 sign and deliver to CBW any documentation in support of, or as may be required in connection with, any application for, or any grant of, planning permission or other consents for the Project as expeditiously as possible and in a timely manner (and in any event within seven days of request) and to take any other steps to perfect or implement any statutory agreement or regulation (including without prejudice to the generality of the foregoing any agreement required under Section 47 of the Planning and Development Act 2000) required by the relevant planning authority, the National Parks and Wildlife Service, the Department of the Environment Heritage and Local Government, or any other competent authority under the Planning and Development Acts 2000 – 2022, or any statutory modification or re-enactment thereof for the time being in force, or any regulation, order or directions made or given thereunder or otherwise required in respect of any application for or the grant of planning permission for the Project or any other necessary statutory or regulatory consent.
- 4.14 sign and deliver to CBW any documentation in support of, or as may be required in order for the Project to qualify for the Renewable Electricity Support Scheme ("RESS") or any similar scheme in operation in Ireland from time to time as expeditiously as possible and in a timely manner (and in any event within seven days of request).
- 4.15 not erect or allow any person to erect any turbines for any purpose whatsoever on the Property or any Adjoining Property.
- 4.16 not to plant or permit to grow any trees, shrubs or bushes on the Property or any Adjoining Property which may, in the opinion of CBW, interfere with the Turbines or the wind flow thereto.
- 4.17 not to allow livestock interfere with the Project and to move any livestock away from the Project while CBW is carrying out construction, installation, maintenance, replacement, renewal and/or repair works relating to the Project when requested to do so by CBW, its servants or agents.
- 4.18 not to shoot or burn heather on the Property or any Adjoining Property or to permit such activities.

- 4.19 to execute and deliver to CBW in a timely manner (and in any event within seven (7) days of request) such documentation required by any Security Party to obtain satisfactory rights to and security over the assets of CBW and/or its interest in the Project or any Project Property.
- 4.20 provide to CBW within seven (7) days of receipt a copy of any notice or written communication issued to PB or any agent of PB or served upon the Property or any Adjoining Property by any government department, local or other authority or court of competent jurisdiction.
- 4.21 without prejudice to his obligations under clause 4.13, provide to CBW within seven (7) days of requests a letter of consent in the form set out in Schedule 1 hereto (or such variation thereof as CBW may require) duly signed by PB and witnessed to the satisfaction of CBW.
- 4.22 shall grant such easements, rights and privileges in, on, under and/or over the Property to CBW and/or any other person as CBW may require in connection with the Project.
- 4.23 provide to CBW within seven (7) days of request any information or documents which CBW may reasonably ask PB to supply from time to time.

5 Other Projects

- 5.1 PB, for the benefit and protection of any Other Projects, also covenants with and undertakes to CBW that he shall not directly or indirectly:
 - 5.1.1 make or procure or assist in the making or procuring of any objection to any application which may be lodged with the relevant planning authority for any new or revised planning permission in relation to any Other Project or any part thereof.
 - 5.1.2 lodge or procure or assist in the lodgement or procuring of any objection or appeal with ABP against any decision which the relevant planning authority may issue, including, but not limited to, any grant of any new or revised permission in relation to any Other Project or any part thereof or against any conditions attaching to any such decision or grant.
 - 5.1.3 make or procure or assist in making or procuring any submission or other communication whether oral or in writing to the relevant planning authority or to ABP in relation to any application for planning permission in relation to any Other Project or any part thereof.
 - 5.1.4 issue, participate in or support any proceedings, including, but not limited to, any judicial review proceedings in relation to any Other Project.

5.1.5 not object to or make any claim or take any action against CBW or any other Group Company(ies) or any of its or their Related Parties in relation to any Other Project.

6 Clawback for breach

Without prejudice to any other rights or remedies that CBW may have, PB agrees that in the event PB breaches any provision of this agreement, he shall within seven (7) days of request in writing return all amounts paid to him without set-off, counterclaim or demand and CBW shall be entitled to recover such amounts from PB as liquidated damage and/or a liquidated debt.

7 Release

PB hereby releases and forever discharges, all and/or any actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to PB or to the law, and whether in law or equity, that PB ever had, may have or hereafter can, shall or may have against CBW or any of its Related Parties arising out of or connected with the Project (the "**Released Claims**")

8 Agreement not to sue

8.1 PB agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against CBW or its Related Parties any action, suit or other proceeding concerning the Released Claims, in this jurisdiction or any other.

8.2 Clause 7 and 8.1 shall not apply to, and the Released Claims shall not include, any claims in respect of any breach of this agreement.

9 Costs

9.1 The parties shall each bear their own legal costs in relation to this agreement, save that CBW shall contribute the total sum of [REDACTED]

9.2 PB shall be responsible for all costs and liabilities associated with providing any documentation required by CBW.

10 Representations and Warranties

10.1 PB warrants and represents to CBW that:

10.1.1 he is the sole legal and beneficial owner of the Property.

10.1.2 no development or construction has commenced on the Property.

10.1.3 he has not sold, transferred, assigned or otherwise disposed of any interest in the Property.

- 10.1.4 he has fully read and fully considered this agreement before signing.
- 10.1.5 he is fully aware of the nature and content of this agreement, the effect of which is fully understood by PB and reflects his wishes and intentions.
- 10.1.6 he has been advised to take independent legal advice on this agreement and has taken independent legal advice on this agreement before signing it.
- 10.1.7 he is willing to be legally bound by the terms of this agreement.
- 10.2 PB repeats the representations and warranties in this clause 9 on the date of each payment to PB.

11 No admission

This agreement is entered into in connection with a compromise and in the light of other considerations. It is not, and shall not be represented or construed by the parties as, an admission of liability or wrongdoing on the part of either party to this agreement or any other person or entity.

12 Severability

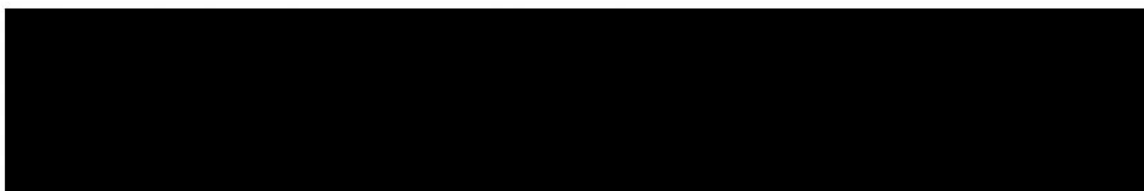
If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

13 Termination

- 13.1 Without affecting any other right or remedy available to it, CBW may terminate this agreement with immediate effect by giving written notice to PB if:
 - 13.1.1 PB commits a breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified in writing to do so;
 - 13.1.2 PB repeatedly breaches any of the terms of this agreement;
 - 13.1.3 any warranty or representation given by PB is found to be untrue or misleading;
 - 13.1.4 PB is convicted of any criminal offence (other than any criminal offence dealt with by way of summary conviction in the District Court);
 - 13.1.5 if any act or omission of PB prejudices, or appears in the reasonable opinion of CBW likely to prejudice, the Project provided always that it shall be open to the parties to refer any difference of opinion or dispute in relation to termination under this clause 13.1.5 (as with any dispute under this agreement in relation to any provision) to an arbitrator in accordance with the terms of Clause 18 (Arbitration) contained herein;
 - 13.1.6 PB breaches any of the terms of the Confidentiality Agreement.

13.2 In the event CBW terminates this agreement, CBW shall have no obligation to make any further payment to PB.

13.3



14 Survival

On termination of this agreement, the following clauses shall continue in force: clause 1 (*Definitions and interpretation*) clause 4 (*PB's obligations*), clause 5 (*Other Projects*) Clause 6 (*Clawback for breach*), clause 7 (*Release*), clause 8 (*Agreement not to sue*), clause 14 (*Survival*) clause 15 (*Confidentiality*), clause 16 (*Withholding tax*), clause 17 (*Governing law*) clause 18 (*Arbitration*), clause 20 (*Co-operation*), clause 21 (*Assignment and other dealings*), clause 23 (*Enforcement*), clause 24 (*Disponee covenant*), clause 25 (*Assent to registration*).

15 Confidentiality

15.1 PB agrees that terms of this agreement, and the substance of all negotiations in connection with it, are confidential to PB and his advisers, who shall not disclose them to, or otherwise communicate them to, any third party other than:

15.1.1 to PB's professional advisors on terms which preserve confidentiality;

15.1.2 pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and

15.1.3 pursuant to any express requirement under the rules of any listing authority or stock exchange on which a party's shares are subject; and

15.1.4 as far as necessary to implement and enforce any of the terms of this agreement.

15.2 Without prejudice to any other rights or remedies that CBW may have, PB acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by PB. Accordingly, CBW shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement.

16 Withholding tax

If a payment due from CBW under this agreement is subject to tax (whether by way of direct assessment or withholding at its source), CBW shall be entitled to deduct and withhold the tax

required from any payment to be made by it, before making any payment and shall remit the withheld tax to the Revenue Commissioners.

17 Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland.

18 Arbitration

18.1 Any dispute or difference arising out of or in connection with this agreement shall be referred to and finally resolved by arbitration under the provisions of the Arbitration Act 2010 and any statutory amendment or modification thereof, by a tribunal comprising one arbitrator which, in default of the parties' agreement as to the arbitrator, is to be appointed by the President for the time being of the Law Society of Ireland on the application of either party.

18.2 The seat of the arbitration shall be Dublin, Ireland.

18.3 The law governing this arbitration agreement shall be Irish law.

18.4 The language of the arbitration shall be English.

18.5 The arbitrator may award to the prevailing party in any arbitration the prevailing party's fees and other costs in any such arbitration.

18.6 The award of the arbitrator shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.

19 Co-operation

PB, at his own expense, shall, and shall use all best endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required by CBW in connection with this agreement.

20 Assignment and other dealings

- 20.1 PB shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of his rights and obligations under this agreement.
- 20.2 CBW shall be entitled to assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the consent of PB.

21 Counterparts

- 21.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. For the purposes of completion, signatures by the parties' legal advisers shall be binding.
- 21.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the "wet ink" hard copy original of their counterpart as soon as is possible thereafter.

22 Enforcement

CBW enters into this agreement and is signing this agreement for itself and severally as trustee for it and its Group Companies and its development partners and its and their Related Parties who have an interest in the Project (and/or any Other Project), including, but not limited to, any person with whom CBW or any of its Group Companies are involved in a joint venture relating to the Project (and/or any Other Project)(the "**Beneficiaries**"). PB acknowledges that this agreement may be enforced by CBW on behalf of any of the Beneficiaries and/or that any of the Beneficiaries may, to the extent that it or they hold the benefit of any rights under this agreement (via CBW as trustee or otherwise), enforce those rights against PB as if it or they were a party to this agreement.

23 Disponee Covenant

If PB proposes to transfer, assign, grant, assure, let, demise or otherwise disposes (howsoever and whether permanent or temporary) the Property or any part thereof or any right or interest therein to any person, prior to such disposal PB shall procure that the person acquiring such interest ("**Disponee**") will enter into a deed of covenant with CBW (on such terms as are satisfactory to CBW and at no cost to CBW) to observe and perform PB's obligations in this agreement and acknowledging that the Disponee is bound by this agreement.

24 Assent to Registration

PB hereby assents to the registration of this agreement in the Property Registration Authority, to include, as a caution or inhibition on Folio KY31231 and the Adjoining Property. If the Adjoining

Property is not registered in the Property Registration Authority, PB consents to this agreement being registered in the Registry of Deeds.

25 Notices

- 25.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.
- 25.2 This clause 25.2 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
- 25.2.1 if delivered by hand, at the time the notice is left at the address;
- 25.2.2 if sent by pre-paid registered post or next working day delivery service, at 9.00am on the second Business Day after posting;
- 25.2.3 if sent by email, at the time of transmission.
- 25.3 If deemed receipt under clause 25.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 25.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 25.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

26 Entire agreement

- 26.1 This agreement (and the Confidentiality Agreement) constitutes the entire agreement between the parties.
- 26.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty that is not set out in this agreement (or the Confidentiality Agreement).

27 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

This agreement has been executed and delivered as a deed on the date stated at the beginning of it.

SCHEDULE 1

The Planning Consent Letters

Letter of Consent to Application for Planning Permission

Date: day of 202[]

Planning Department

Cork/Kerry County Council

[Address]

Strategic Infrastructure Development (SID) Section

An Bord Pleanála

64 Marlborough Street

Dublin 1

Re: Proposed application by Cummeennabuddoge Wind Designated Activity Company for planning permission in respect of a wind energy Project development at Cummeennabuddoge, County Kerry

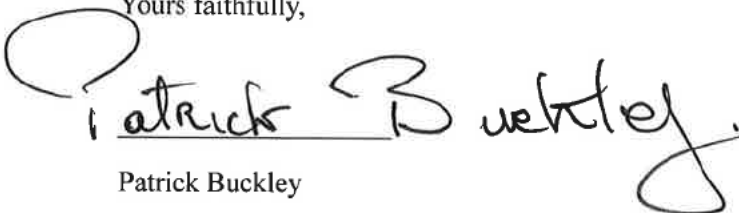
Dear Sir/Madam,

I refer to the proposed development of a wind farm by Cummeennabuddoge Wind Designated Activity Company at Cummeennabuddoge, County Kerry (the "**Development**"). I confirm that I am the registered owner of all of the property comprised in Folio KY31231.

I hereby give my irrevocable consent to all planning applications relating to the Development that may be submitted by Cummeennabuddoge Wind Designated Activity Company or any other person.

Should you have any queries in relation to the above, please do not hesitate to contact me.

Yours faithfully,


Patrick Buckley

Letter of Consent to Application for Planning Permission

Date: day of 202[]

An Bord Pleanála,
64 Marlborough Street,
Rotunda,
Dublin 1.
D01 V902

Re: Proposed application by Cummeennabuddoge Wind Designated Activity Company for planning permission in respect of a wind energy Project development at Cummeennabuddoge, County Kerry

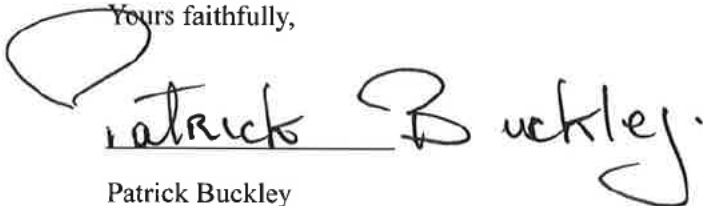
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Should you have any queries in relation to the above, please do not hesitate to contact me.

Yours faithfully,

A handwritten signature in black ink that reads "Patrick Buckley". The signature is written in a cursive style with a large initial 'P' and a long horizontal stroke under the name.

Patrick Buckley

SCHEDULE 2



AWNASKIRTAUN

COOMACHEO

Plan 3

KNOCKNABRO

KNOCKNAGOWAN

Plan 4

An Chlaoideach
Rua

M O U N T A I N
g Cnoc na Morc An LeaCa Bhan

XY	519664, 582316
Scale	1 : 25K
Townland	Knocknagowan
Barony	Magunihy
County	Kerry

SIGNED AND DELIVERED as a **DEED**
By **PATRICK BUCKLEY**
in the presence of:



Patrick Buckley

Witness Signature: _____

Name: _____

Address: _____

Occupation: _____



John McLaughlin
Solicitor
JRAP O'Meara Solicitors
89/90 South Mall, Cork, Ireland

GIVEN under the **COMMON SEAL** of
CUMMEENNABUDDOGE WIND
DESIGNATED ACTIVITY COMPANY
and delivered as a **DEED**



Director



Director / Secretary