



# Part 1A: Planning Particulars

## Schedule 3: Maritime Area Consents

**Kish Offshore Wind Ltd**

**RWE**  **SLR** **GoBe**  
APEM Group

[www.dublinarray-marineplanning.ie](http://www.dublinarray-marineplanning.ie)



**MARITIME AREA CONSENT**

**WIND ENERGY PROJECT**

No. 2022-MAC-003 and 004

Holder: Bray Offshore Wind Limited and Kish Offshore Wind Limited

**AMENDMENTS TO 2022-MAC-003 and 004**

<b>Amendment No.</b>	<b>Date of Amendment</b>	<b>Amended condition/schedule</b>	<b>Detail of amendment</b>
Amendment A.1	16/05/2024	Particulars Schedule	Extension of date by which application for Development Permission must be submitted from 18 months to 24 months.
Amendment B.1	05/12/2024	Particulars Schedule	Extension of date by which application for Development Permission must be submitted from 24 months to 27 months.

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## PARTICULARS SCHEDULE

MAC No.	2022-MAC-003 and 004
Grantor:	Minister for the Environment, Climate & Communications
Grantor address:	29-31 Adelaide Road, Saint Kevin's, Dublin, D02 X285
Grantor email:	OREConsenting@decc.gov.ie
Holder:	Bray Offshore Wind Limited, Company Registration Number: 385488 and Kish Offshore Wind Limited, Company Registration: 385489
Holder registered address:	Bray Offshore Wind Limited and Kish Offshore Wind Limited, Unit 5 Desart House, Lower New Street Kilkenny, R95 H488
Holder email:	Primary Contact: [REDACTED] Secondary Contact [REDACTED] Tertiary Contact cc: [REDACTED]
Commencement Date:	23 December 2022
Term:	In respect of the Array Area and Infrastructure Corridor: 45 years. In respect of the Subsidiary Area: as provided for in condition 3.2.2.
Levy Payment Date:	One month after the Commencement Date and on every succeeding anniversary thereafter for the Term.
Consent Area:	That part of the maritime area comprised of the Array Area and the Subsidiary Area, as described in Appendix 1. The Array Area: that part of the maritime area described in Appendix 1(a). The Subsidiary Area: that part of the maritime area described in Appendix 1(b). The Infrastructure Corridor: that part of the Subsidiary Area defined in condition 1.1(o).
Permitted Maritime Usage:	The construction and operation of an Offshore Wind Farm and associated infrastructure (including decommissioning and other works required on foot of any Development Permission for such Offshore Wind Farm).
Date by which application for Development Permission must be submitted (subject to Phasing Schedule where applicable):	[B.1 27 months] from the Commencement Date

Date by which the Holder must have obtained a Route to Market:	On or before 31 December 2025.
Appendix containing spatial representation of the Consent Area:	Appendix 1
Appendix containing Rehabilitation Schedule:	Appendix 2 [To be attached to this Consent following the grant of Development Permission]
Appendix containing Phasing Schedule:	Not applicable

## 1. DEFINITIONS

- 1.1 In this Consent, the terms are as defined in Part 1 section 2(1), Part 4 and Part 6 of the Act as applicable unless otherwise stated here.
- (a) **“Act”** means the Maritime Area Planning Act 2021 as may be amended.
  - (b) **“The Array Area”** means the geographical area within the Consent Area, identified as the Array Area in Appendix 1 (a).
  - (c) **“Business Day”** means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed or a payment is to be made.
  - (d) **“Change of Control”** means the sale or transfer of twenty percent or more of the shares or voting rights in respect of the Holder or a Supporting Entity of the Holder excluding a listed company with a market capitalisation of more than €100 million Euro.
  - (e) **“Commencement Date”** means the date identified as the Commencement Date on the Particulars Schedule.
  - (f) **“Commercial Operation Date (“COD”)** means the date that the project achieves commercial operation, as defined in the ORESS Terms and Conditions or, in the case of non-RESS projects, an equivalent project delivery milestone.
  - (g) **“This Consent”** means this maritime area consent and any part, schedule or appendix to it, as may be amended in accordance with the Act and the terms hereof.
  - (h) **“The Consent Area”** means the geographical area identified as the Consent Area in Appendix 1.
  - (i) **“Development Permission”** has the meaning ascribed to it in the Act, and, where the context requires, means any development permission granted for the Permitted Maritime Usage.

- (j) **“Encumber”** means the placing of a charge, mortgage, lien or other burden on all or part of the Consent Area to include lodging this Consent with anyone as collateral for loans and Encumbrance shall be construed accordingly.
- (k) **“Euro”** means the single currency of participating member states of the European Union or such replacement equivalent currency thereof.
- (l) **“Force Majeure”** means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Consent, the Act, or the Planning and Development Act 2000, as amended, including:
  - (i) acts of terrorists or protesters;
  - (ii) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
  - (iii) sabotage, acts of vandalism, criminal damage or the threat of such acts;
  - (iv) plague, epidemic, pandemic (excluding COVID-19 or any related strains);
  - (v) extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Éireann over the previous ten years;
  - (vi) the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;
  - (vii) any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;
  - (viii) 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 Consent ;

- (ix) the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Consent, other than due to an act or omission of the Holder;

provided that Force Majeure shall not include:

- (A) lack of funds and/or the inability of a party to pay;
  - (B) mechanical or electrical breakdown or failure of machinery, plant or other facilities owned or utilized by any party other than as a result of the circumstances identified in sub-clauses (i) to (ix), above; or
  - (C) any strike or industrial action not falling within sub-clause (vii) above.
- (m) **“Grid Connection Assessment”** means a grid connection assessment issued by the Transmission System Operator in respect of the Offshore Wind Farm.
  - (n) **“The Grantor”** means the Minister for the Environment, Climate and Communications and, following the establishment day as defined by the Act, the Maritime Area Regulatory Authority, save where the context otherwise requires.
  - (o) **“The Infrastructure Corridor”** means that part of the Subsidiary Area in which the infrastructure reasonably necessary to facilitate the occupation of the Array Area in accordance with this Consent is laid or installed before the Commercial Operation Date.
  - (p) **“The Insured Risks”** means any or all of the following risks: fire, storm, flood, earthquake, lightning, explosion, riot, civil commotion, labour disturbance and malicious damage or impact of any vehicle, airborne aircraft, vessel or floating object, or anything or part fallen from same and such other risks as the Grantor may in his absolute discretion from time to time reasonably determine.
  - (q) **“Law”** means any Act of the Oireachtas, regulation, statutory instrument, European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorization, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Consent.
  - (r) **“Levy”** means the annual sum specified by the Grantor pursuant to condition 9 and payable by the Holder in accordance with the provisions thereof.

- (s) **"Minimum Installed Capacity"** means at least 80% of the maximum export capacity as stated in the Grid Connection Assessment or any other applicable grid connection process for the Offshore Wind Farm with the Transmission System Operator in place from time to time.
- (t) **"Offshore Wind Farm"** means the proposed offshore wind farm to be developed at the Consent Area pursuant to the Development Permission.
- (u) **"Particulars Schedule"** means the Schedule of information on the third and fourth page of this Consent.
- (v) **"The Permitted Maritime Usage"** means the maritime usage identified as the Permitted Maritime Usage in the Particulars Schedule together with all ancillary activities reasonably necessary thereto.
- (w) **"Phasing Schedule"** means the schedule describing the phases of the Permitted Maritime Usage and appended to this Consent in the Appendix identified as such in the Particulars Schedule.
- (x) **"The Public Engagement Plan"** means the plan that may be requested by the Grantor pursuant to condition 11.
- (y) **"Route to Market"** means a binding offer from:
  - (i) an offshore renewable energy support scheme which is provided by or on behalf of the Irish Government for the Minimum Installed Capacity; or
  - (ii) a company (or group of companies), independent of the Holder, to support the development and operation of the Offshore Wind Farm by paying a price associated with the electrical output of the Offshore Wind Farm, either as part of a physical structure (involving the delivery of such electrical output to such company or companies) or as part of a virtual structure (not involving the delivery of such electrical output to such company or companies), in each case for a term of not less than 10 years and for the Minimum Installed Capacity; or
  - (iii) a combination of (i) and (ii) above, in each case subject to the combined binding offers being in aggregate for the Minimum Installed Capacity; or
  - (iv) any such other route to market as may be satisfactory to the Grantor,

in each case which binding offer has been irrevocably accepted by the Holder and formalised in a binding contractual agreement.

- (z) **“The Subsidiary Area”** means the geographical area within the Consent Area, identified as the Subsidiary Area in Appendix 1 (b).
- (aa) **“Supporting Entity”** means the entity that has provided and continues to have in place a guarantee in favour of the Grantor guaranteeing the Holder’s financial commitments or obligations under this Consent as specified in the Guarantee.
- (bb) **“Term”** means the period of time identified as the Term in the Particulars Schedule commencing on the Commencement Date, subject to the provisions in this Consent and the Act for termination prior to the expiry of the Term, in which case the Term shall mean the Term up to the date of such determination and expressions such as the last year of the Term shall be construed accordingly.
- (cc) **“Transmission System Operator”** means the entity for the time being licenced to discharge the functions of the transmission system operator pursuant to section 14(1)(e) of the Electricity Regulation Act 1999 (as amended), being EirGrid plc as at the date of this Consent.

## 2. INTERPRETATION

- 2.1 Where two or more persons are included in the expression “the Grantor” or “the Holder”, such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Grantor, or the Holder shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires:
  - (a) words importing a person include any unincorporated association or corporate body and vice versa;
  - (b) any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
  - (c) any reference to the singular includes reference to the plural.

- 2.3 Any covenant in this Consent by the Holder not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 2.4 To the extent that there is a conflict between this Consent and the applicable provisions of the Act, the interpretation of the Act shall prevail.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity there-from.
- 2.6 Headings are inserted for convenience only and do not affect the construction or interpretation of this Consent.
- 2.7 Any reference to a condition, clause, sub-clause or schedule means a condition, clause, sub-clause or schedule of this Consent unless expressly stated otherwise.
- 2.8 References to “month” or “months” mean a calendar month or months.

### **3. GRANT OF CONSENT**

- 3.1 This Consent is granted by the Grantor to the Holder pursuant to section 81(1)(a) of the Act.
- 3.2 The rights and entitlements conferred by this Consent shall (subject to condition 4) endure for the Term.
- 3.2.1 The Term of this Consent in respect of the Array Area and the Infrastructure Corridor shall be the period beginning on the date hereof and ending on the date 45 years from the date hereof.
- 3.2.2 The Term of this Consent in respect of that part of the Subsidiary Area other than the Infrastructure Corridor shall be the period beginning on the date hereof and ending on the date 60 days after the Commercial Operation Date.
- 3.2.3 Not later than 21 days after the Commercial Operation Date, the Holder shall provide the Grantor with a map in a format and scale to be determined by the Grantor providing a true description of the



Infrastructure Corridor, which map shall be deemed to be a part of this Consent.

3.3 This Consent is subject to the terms and conditions contained herein and in the Act.

3.4 This Consent permits the Holder, subject to condition 4 and the conditions otherwise herein contained:

- (a) To occupy the Consent Area on a non-exclusive basis for the purpose of carrying out the Permitted Maritime Usage strictly in accordance with the conditions attached to this Consent and the requirements of the Act.
- (b) Upon prior written notice to the Grantor, to occupy and use so much of the maritime area adjacent to the Consent Area on a temporary basis where such use and occupation is reasonably required by the Holder to carry out the Permitted Maritime Usage in the manner provided in condition 3.4(a) or fulfil a provision of an authorisation by or under another enactment (whether such authorisation takes the form of a licence, consent, approval or any other type of authorisation), subject to obtaining and complying with all and any necessary Development Permissions and other authorisations necessary for such occupation and/or use.
- (c) The right of the Holder to occupy the Consent Area shall endure only for the Term and is subject to clause 3.2 above.

3.5 This Consent does not confer on the Holder any estate or proprietary interest in the Consent Area or any other part of the maritime area and for the avoidance of doubt the Grantor and/or the State may at any stage during the Term grant maritime area consents, licences and other authorisations of any kind in respect of the Consent Area for any other maritime usages.

3.6 For the avoidance of doubt, this Consent is not a development consent, development permission or planning permission and does not operate to relieve the Holder of any legal obligation to obtain development consent, development permission or planning permission to carry out any development on the Consent Area or any other part of the maritime area.

#### **4. COMMENCEMENT OF THE RIGHT OF OCCUPATION**

- 4.1 Notwithstanding the Term Commencement Date, the Holder shall not obtain any right to occupy the Consent Area pursuant to condition 3.4 and shall not commence any works, activities or operations associated with the Permitted Maritime Usage in the Consent Area unless and until:
- (a) the Holder has obtained Development Permission for the Permitted Maritime Usage (being Development Permission that is consistent with this Consent as in force from time to time);
- and
- (b) the Holder has obtained all other authorisations (whether the authorisation takes the form of the grant of a licence, consent, approval or any other type of authorisation) required under any other enactment in order to enable the Holder to commence the Permitted Maritime Usage.
- 4.2 In the event Development Permission is being sought in phases relating to parts only of the Consent Area, a right to occupy shall not arise in respect of any part of the Consent Area concerned until the Holder has complied with conditions 4.1 in respect of that part.
- 4.3 The provisions of this condition 4 shall not operate to waive or postpone the performance of any other obligations of the Holder under this Consent.

## **5. REQUIREMENT FOR DEVELOPMENT PERMISSION**

- 5.1 The Holder shall submit an application for Development Permission relating to the Permitted Maritime Usage the subject of this Consent on or before the date set out in the Particulars Schedule. This date may be extended on request in writing by the Holder and provided the Grantor is satisfied that there are reasonable grounds for doing so and the extension does not constitute a material amendment to this Consent. The application for Development Permission shall have attached to it a Rehabilitation Schedule, within the meaning of section 95 of the Act.
- 5.2 In the event that Development Permission for the Permitted Maritime Usage is refused, or the required application is not made in accordance with the requirements of condition 5.1, the provisions of condition 24 and section 144 (1)(c)(ii) of the Act shall apply.
- 5.3 In the event that Development Permission for the Permitted Maritime Usage is

granted, the following provisions shall apply:

- (a) The Holder shall furnish the Grantor with a copy of the said Development Permission as soon as practicable after it has been granted.
- (b) The Holder shall give the Grantor a copy of any material alteration to the Development Permission as soon as practicable after the alteration has been made.
- (c) If there is an irreconciliation between a provision of this Consent and a provision of the Development Permission for the Permitted Maritime Usage, the provisions of this Consent shall be deemed to be amended to the extent necessary to remove that irreconciliation in favour of the Development Permission in accordance with section 87 of the Act.

## **6. COMPLIANCE WITH DEVELOPMENT PERMISSION**

- 6.1 The Holder shall comply with any Development Permission granted in respect of the Permitted Maritime Usage.

## **7. ROUTE TO MARKET**

- 7.1 The Holder shall obtain a Route to Market on or before the date set out in the Particulars Schedule. This date may be extended on request in writing by the Holder and provided the Grantor is satisfied that there are reasonable grounds for doing so and the extension does not constitute a material amendment to this Consent.
- 7.2 In the event that a Route to Market is not obtained in accordance with the requirements of condition 7.1, the provisions of section 144(A)(1)(c) of the Act shall apply.

## **8. COMPLIANCE WITH THIS CONSENT AND APPLICABLE LAWS**

- 8.1 The Holder shall not use the Consent Area for any purpose other than the Permitted Maritime Usage.
- 8.2 The Holder shall not carry out any works, activities or operations in the Consent Area other than those authorised by this Consent.
- 8.3 The Holder shall at all times comply with and ensure that all works, activities or

operations associated with the Permitted Maritime Usage are in accordance with all applicable Laws and the terms and conditions of this Consent.

- 8.4 The Holder shall ensure that contractors, and their subcontractors, are made aware of all conditions in this Consent and of the Development Permission.

## **9. LEVY**

- 9.1 The Holder shall pay to the Grantor the Levy specified by the Grantor within one month from the Levy Payment Date and on every succeeding anniversary for the Term of this Consent.
- 9.2 The Levy is in accordance with the levy framework established by the Grantor pursuant to section 92 of the Act and is subject to review and amendment in accordance with same.
- 9.3 All payments by the Holder in connection with this Consent shall be made in accordance with the written instructions of the Grantor and shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.
- 9.4 If any amount which is payable under this Consent has not been paid on or before the date that payment is due, the Grantor is to be paid interest on the outstanding amount at the rate prescribed in accordance with section 169(2) of the Act or, if no such rate stands subscribed, at the rate of 2 per cent, such interest to be calculated from the date that payment was due until the date of actual repayment.
- 9.5 Without prejudice to all and any other remedies under this Consent, the Act and at Law, the Grantor may institute proceedings for recovery of any sum due and owing by the Holder to the Grantor in accordance with this Consent or the Act as a simple contract debt in any court of competent jurisdiction.
- 9.6 In exceptional circumstances, the Grantor may in its absolute discretion grant a moratorium on the payment of the Levy, subject to such conditions as may be imposed. Such moratorium may operate as a deferral or a waiver of the Levy but unless expressly stated to be a waiver, any such moratorium shall be a deferral only.

## **10. OUTGOINGS**

10.1 In addition to its obligation to pay the Levy to the Grantor, the Holder shall pay and discharge to the proper recipient thereof:

- (a) All rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever charged, levied, assessed, imposed upon or payable by the Holder in respect of the Consent Area associated with the Permitted Maritime Usage.
- (b) All costs associated with the Permitted Maritime Usage and the continued operation and use thereof including the cost of any work which the Grantor may have to do to facilitate any act or thing hereby authorised.

## **11. PUBLIC ENGAGEMENT PLAN**

11.1 If requested by the Grantor, the Holder shall prepare a Public Engagement Plan concerning all matters relating to the Permitted Maritime Usage for the Grantor's approval and, if approved, the Holder shall publish, maintain, update and adhere to the Public Engagement Plan.

## **12. FIT AND PROPER PERSON**

12.1 The Holder shall for the duration of the Term continue to be a fit and proper person within the meaning of Schedule 2 of the Act.

## **13. COLLATERAL AND FINANCING**

13.1 The Holder shall not create, extend or permit to subsist any encumbrance or security or interest of any kind over this Consent or otherwise use it as security for any borrowings or other liability whatsoever, without the prior written consent of the Grantor to be granted or refused at the Grantor's sole discretion and subject to such terms and conditions as the Grantor may specify.

13.2 The Grantor at its sole discretion may at the request of the Holder, without any obligation to do so, consider amendments to this Consent, to facilitate the financing of the Offshore Wind Farm project.

## **14. SAMPLES AND INFORMATION**

14.1 The Holder shall keep records and/or samples, relating to the Consent Area for any scientific purpose in accordance with Section 104 of the Act, on request from the Grantor.

## **15. CHANGE IN CIRCUMSTANCES**

15.1 The Holder shall provide the Grantor with notice in writing of any material change of circumstances within the meaning of section 136 of the Act.

## **16. INDEMNITY**

16.1 The Holder shall keep the Grantor, the State, and their officers, servants, visitors, agents and employees fully indemnified from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities:

- (a) arising directly or indirectly from the undertaking of the Permitted Maritime Usage the subject of this Consent; and
- (b) arising directly or indirectly from a failure by the Holder to comply with:
  - (i) any of the provisions of this Consent;
  - (ii) any provision of the Act relevant to this Consent; or
  - (iii) a provision of one or more than one condition attached, or deemed to be attached, to this Consent.

16.2 Without prejudice to the generality of the foregoing, the Holder shall make good all loss sustained by the Grantor in consequence of any breach by the Holder of any covenants or conditions herein.

## **17. INSURANCE**

17.1 Without prejudice to the Holder's liability to indemnify the Grantor which shall be unlimited (and others as specified in condition 16), the Holder shall, prior to the commencement of occupation of the Consent Area:-

- (a) insure and keep insured, in an insurance office licensed to operate in the State or which has received authorisation to operate in the State in accordance with Article 14 of Directive 2009/138EC in the joint names of the Grantor and the Holder in the full reinstatement cost thereof or in the sum not less than the estimated maximum loss amount as determined by a suitably qualified and experienced independent consultant (to be approved from time to time by the Grantor or his surveyor and including an inflationary factor) the Consent Area and all structures and chattels

thereon and the fixtures and fittings therein (if any) against loss or damage by the Insured Risks, including demolition and site clearance expenses, architects' and other fees and taxes in relation to the reinstatement of the Consent Area, and where available on the market such policy to include a non-invalidating clause acceptable to the Grantor (such joint policy or policies, if required, to contain a non-vitiating clause whereby subject to the terms, conditions, limitations of the policy or policies, any non-disclosure, mistake or misrepresentation of a material fact by the Holder gives sufficient reason for the insurer to prove the insurance policy to be void, the Grantor will not be denied the protection of the policy);

- (b) effect and keep in force a public liability insurance policy of indemnity in the joint names of the Grantor and Holder in an insurance office licensed to operate in the State with a limit of €15,000,000.00 (fifteen million Euro) (or such increased amount as the Grantor may from time to time reasonably determine) in respect of any one claim or a series of claims arising out of a single occurrence (except for pollution and products liability cover which may be on an annual aggregate basis if unavailable on a single occurrence basis) for any damage, loss or injury which the Grantor or Holder may be legally liable for which may occur to any property (not being the property of the Grantor or the Holder) or to any person by or arising out of the Permitted Maritime Usage and exercise of the rights granted in this Consent;
- (c) effect and keep in force an employer's liability insurance policy of indemnity in the name of the Holder in an insurance office licensed to operate in the State with a limit of €13,000,000.00 (thirteen million Euro) for any one claim or a series of claims arising out of a single occurrence. This policy should include an indemnity to principles clause with a specific indemnity to the Grantor;
- (d) in the event that the Consent Area or any part thereof, shall be damaged by any of the Insured Risks, then and as often as shall happen, apply all monies received in respect of such insurance as aforesaid as soon as practicable in or upon reinstating the Consent Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency;
- (e) whenever required to do so by the Grantor, produce to the Grantor for inspection evidence of insurances, including certificates together with evidence of payment for renewal of the said policy or policies together with evidence of waiver of

subrogation rights against the Grantor by the Holder's insurers, and to comply with all conditions pertaining to any such policy or policies;

- (f) not do or omit to do anything which might cause any policy of insurance (if required) relating to the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage to become void or voidable, wholly or in part, nor (unless the Holder has previously notified the Grantor and the Holder has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable;
- (g) as soon as reasonably practicable notify the Grantor in writing of the making of any claim under any policy of insurance which is required to be held in connection with this Consent and to provide the Grantor with all information in relation to any such claim;
- (h) ensure that any contractors, servants or agents of the Holder engaged in connection with activities in the Consent Area or otherwise in connection with this Consent have appropriate insurance and that evidence of such insurance policies shall be provided to the Grantor as soon as is reasonably practicable;

17.2 Where the Grantor deems that the limit of the public liability insurance policy in 17.1(b) should be increased having regard to changes in circumstances (including but not limited to inflation, increased costs and changes in the value of money) then the Grantor may notify the Holder of the required increase, and the Holder shall increase the relevant policy limit within 90 Business Days of the receipt of such notification subject to any extension as may be permitted by the Grantor following a written request by the Holder.

## **18. INSPECTION AND INVESTIGATIONS**

18.1 The Grantor may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Consent as it sees fit.

18.2 Without prejudice to the generality of condition 18.1, and to all other rights of the Grantor to enter upon the Consent Area, the Grantor shall have the right to:

(a) enter the Consent Area if the Grantor is satisfied that the Holder has materially contravened –

(i) a provision of this Consent,



(ii) a provision of the Act; or

(iii) a provision of one or more conditions attached, or deemed to be attached, to this Consent,

or

(b) enter the Consent Area for the purposes of enabling the Grantor to carry out inspections (including periodic inspections) for the purposes of ascertaining whether or not there has been a contravention of a provision of this Consent, the Act, or one or more conditions attached or deemed to be attached to this Consent.

18.3 The Holder shall cooperate and assist the Grantor in the Grantor's performance of its functions under and in relation to this Consent and the Act.

18.4 The Holder acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Consent is without prejudice to the Holder's rights and obligations under this Consent, the Act or at Law and no failure or delay in taking any action arising from such investigation, inspection or enquiry shall amount to a waiver of any such rights or relieve the Holder from any such obligations; and does not amount to an acknowledgement by the Grantor, or any officer, servant or agent of the Grantor, that the Holder has complied with or is in compliance with this Consent, the Act or Law in relation to any matters to which the investigation, inspection or enquiry relates.

## **19. ENFORCEMENT**

19.1 Without prejudice to any other remedies available pursuant to this Consent and at law, any breach of this Consent or the Act may lead to the Grantor taking enforcement action pursuant to Part 6 of the Act. Such enforcement action may include the imposition of sanctions on the Holder including termination, revocation and suspension.

## **20. REHABILITATION**

20.1 The Holder shall before the expiration of this Consent, rehabilitate the Consent Area, and any other part of the maritime area, adversely affected by the Permitted Maritime Usage in accordance with the requirements of the Rehabilitation Schedule to be attached to this Consent following the grant of Development

Permission (as may be amended in accordance with the requirements of this Consent).

20.2 This obligation does not relieve the Holder from any obligation to apply for or obtain any other authorisations (whether the authorisation takes the form of the grant of a licence, consent, approval or any other authorisation) required under the Act or any other enactment in order to enable that Holder to discharge that obligation.

20.3 The Holder shall comply with any notice given by the Grantor pursuant to Section 97 of the Act requiring the Holder to make an application within the period set out in the notice for development permission to amend or replace the Rehabilitation Schedule to take account of the matters set out in the notice.

20.4 Notwithstanding termination or revocation of this Consent pursuant to this Consent or the Act, the Holder must continue to comply with the obligations under this condition 20 and section 96 of the Act to the extent practicable in all the circumstances of the case.

## **21. REHABILITATION BOND**

21.1 The provisions of this condition 21 are subject to the requirements of any Development Permission authorising the Permitted Maritime Usage and section 87 of the Act shall apply to any irreconciliation arising.

21.2 Not later than 60 days prior to the commencement of any works on foot of a Development Permission, the Holder must post bonds to:

- (a) Ensure the proper performance of the Holder's obligations pursuant to condition 20 in relation to the rehabilitation of the Consent Area and if necessary any other part of the maritime area adversely affected by the Permitted Maritime Usage.
- (b) Cover any other liabilities which may be incurred in relation to any rehabilitation whether pursuant to this Consent or otherwise.

21.3 The Holder shall procure and provide to the Grantor's satisfaction proof of the existence and terms of the rehabilitation bond.

21.4 The following provisions apply to determining the amount of a rehabilitation bond:

- (a) The amount of the bond must at all times be acceptable to the Grantor.

- (b) The amount will be agreed between the Grantor and the Holder or failing such agreement, will be determined by the Grantor having regard to the estimated costs of rehabilitation to which the bond relates being the development completed or under construction.
- (c) The estimated costs of rehabilitating the relevant parts of the Consent Area and if necessary, any other part of the maritime area, adversely affected by the Permitted Maritime Usage and any other liabilities which the Grantor reasonably considers may be incurred by the Holder of this Consent or otherwise.
- (d) The amount of the bond may be reviewed by the Grantor upon the commencement of the construction of any phase of the development;
  - (i) If any amendments or changes are made to the Rehabilitation Schedule originally submitted;
  - (ii) If a certificate of completion of rehabilitation is issued by the Grantor pursuant to condition 21.7 in respect of part but not all of the rehabilitation to which the rehabilitation bond relates: or
  - (iii) at such other times, or at such periodic intervals as the Grantor deems necessary or appropriate.

21.5 Where the Grantor deems that the rehabilitation bond amount should be increased then the Grantor will notify the Holder of the required increase, the Holder must increase the relevant bond amount within 60 Business Days of the receipt of such notification subject to any extension as may be permitted by the Grantor following a written request by the Holder.

21.6 The right to make a demand under a rehabilitation bond is without prejudice to any other remedies available to the Grantor under this Consent or at Law.

21.7 The Holder shall deliver a certificate of completion of rehabilitation by an appropriate expert that confirms that rehabilitation has been completed in accordance with the Rehabilitation Schedule. Following receipt of this certificate the Grantor may carry out an inspection to determine if rehabilitation has been completed in accordance with the Rehabilitation Schedule. When the Grantor is satisfied that rehabilitation has been completed in accordance with the

Rehabilitation Schedule, the Grantor will return the rehabilitation bond to the Grantor.

**22. AMENDMENTS TO THIS CONSENT**

22.1 Section 86 of the Act shall apply to any application to amend this Consent (other than a deemed amendment pursuant to Section 87 of the Act).

**23. SURRENDER**

23.1 Sections 88 and 89 of the Act shall apply to any application by the Holder to surrender this Consent.

**24. AUTOMATIC TERMINATION**

24.1 Without prejudice to any other remedies available pursuant to this Consent and at law, this Consent shall terminate immediately upon the occurrence of any of the events provided for in section 144(1) of the Act.

**25. TERMINATION FOR BREACH**

25.1 Without prejudice to any other remedies available pursuant to this Consent and at law, the Grantor may terminate this Consent for breach in accordance with section 144A of the Act.

**26. ASSIGNMENT**

26.1 Where the Holder wishes to assign the benefit of this Consent to another entity, it shall make a joint application to the Grantor in accordance with section 85 of the Act for consent in writing to the assignment and, in the case of such application, all parts of the Act applicable to a Maritime Area Consent application and its determination under the Act, shall, with all necessary modifications, apply accordingly.

26.2 Condition 26.1 above shall not apply to any assignment which is within a class of assignments specified by the Minister by regulations in accordance with section 85(2A) of the Act as an assignment to which section 85(2) of the Act does not apply. The procedures or requirements that will apply to an application by the Holder or the proposed assignee, or both of them, to the Grantor for consent to an assignment which falls within such a class shall be specified by regulations.

26.3 Any assignment of this Consent purporting to be effected without the consent referred to in 26.1, or otherwise than in compliance with regulations made under section 85(2A) of the Act and condition 26.2 above, shall be void.

26.4 A Change of Control shall constitute a material breach of this Consent unless the provisions in condition 26.5 are complied with by the Holder and consent in writing is given by the Grantor.

26.5 In the event of a prospective Change of Control, the Holder shall, prior to any Change of Control becoming effective, make an application to the Grantor for consent in writing to the Change of Control and the provisions of Section 85 of the Act with all necessary modifications shall apply to the process of seeking and granting such consent as if the Holder as controlled after the prospective Change of Control was the 'proposed assignee' as provided for therein.

## **27. JOINT AND SEVERAL OBLIGATIONS**

27.1 Save where otherwise specified, any obligations of the Holder under this Consent are joint and several obligations.

## **28. FORCE MAJEURE**

28.1 Except as otherwise provided by this Consent, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Consent, the Act, or the Planning and Development Act 2000, as amended, by reason of Force Majeure:

- a. as soon as is reasonably practicable, the party affected by Force Majeure shall notify the other party, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other party during the period of Force Majeure;
- b. this Consent shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations of the other party, shall be suspended, provided that the suspension shall be of no greater scope and no longer duration than is required by the Force Majeure;

- c. subject to full compliance with this condition 28, during suspension of any obligation pursuant to sub clause (b), the relevant party or parties shall not be treated as being in breach of that obligation;
- d. the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Consent by reason of Force Majeure and to resume full performance of its obligations under this Consent as soon as is reasonably practicable;
- e. as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other party as to how best to give effect to their obligations under this Consent so far as is reasonably practicable during the period of the Force Majeure;
- f. upon cessation of a party's inability to perform all or any of its obligations under this Consent by reason of Force Majeure, that party shall notify the other party; and
- g. insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.

28.2 Condition 28.1(d) shall not require the settlement of any strike, walk-out, 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.

## **29. EXERCISE OF RIGHTS**

29.1 The Holder shall exercise this Consent in such a manner as not to cause damage or injury to the Consent Area (save for incidental damage caused in the completion of works in substantial compliance with the Development Permission), the Grantor, the occupants of the Consent Area and any other part of the maritime area affected by the Permitted Maritime Usage and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

## **30. NOTICES**

30.1 A notice that is required to be given under this Consent or in accordance with the Act shall be given in accordance with Section 170 of the Act.

### **31. RELATIONSHIP OF THE PARTIES**

- 31.1 Nothing in this Consent may be interpreted or construed as creating any landlord and tenant relationship, any tenancy in or right to possession of or any right of easement over or in respect of the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage, or any agency, association, joint venture or partnership between the Grantor and the Holder.
- 31.2 Except as is expressly provided for in this Consent, nothing in this Consent grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other party.
- 31.3 It is hereby certified for the purposes of Section 238 of the Companies Act 2014, as amended, that the Grantor is not a director or a person connected with a director of the Holder.

### **32. SEVERANCE**

- 32.1 If any provision of this Consent is or becomes or is declared invalid, unenforceable or illegal by the courts of Ireland or by order of the relevant body of the European Union, that provision shall be severed and the remainder of this Consent shall remain in full force and effect.
- 32.2 The Holder shall comply with this Consent, as amended.

### **33. PHYSICAL CONNECTION**

- 33.1 It is a condition of this Consent that the Offshore Wind Farm is physically connected to and delivers the full electrical output of the Offshore Wind Farm to:
- a. the Irish electricity transmission system; or
  - b. a customer (or customers) located in Ireland, purchasing such electricity for own use, by means of a direct line (which means an electric line which is used or is to be used to carry electricity for the purpose of supply and the construction of which line is permitted under section 37 of the Electricity Regulation Act 1999 (as amended)); or
  - c. a combination of (a) and (b) above.

If this condition is not complied with, the provisions of section 144(A)(1)(c) of the Act shall apply.

**34. GOVERNING LAW AND JURISDICTION**

34.1 This Consent and all other documents relating to it shall be governed by and construed only in accordance with the laws of Ireland.

34.2 The Holder hereby submits irrevocably to the exclusive jurisdiction of the courts of Ireland in respect of any dispute arising out of or in connection with this Consent.

34.3 This condition is for the benefit of the Grantor only. The Grantor shall not be prevented from taking proceedings against the Holder in any other courts with jurisdiction. To the extent allowed by law, the Grantor may take concurrent proceedings in any number of jurisdictions.



## APPENDIX 1

### THE CONSENT AREA

#### (a) The Array Area

That part of the Maritime area within the following co-ordinates as shown for identification purposes on the attached map surrounded by a red line and labelled Dublin Array:

ID	Irish National Grid EPSG: 29902		UTM29N EPSG: 32629		ITM EPSG: 2157	
	Easting	Northing	X	Y	X	Y
1	340272.2	222356.9	706890.3	5902713	740192.8	722385.7
2	336933.9	222260	703554.2	5902569	736855.3	722288.8
3	336694.5	230605.6	703198	5910909	736615.9	730632.6
4	340026.9	230702.5	706528.2	5911053	739947.6	730729.4
5	340272.2	222356.9	706890.3	5902713	740192.8	722385.7

ID	Irish National Grid EPSG: 29902		UTM29N EPSG: 32629		ITM EPSG: 2157	
	Easting	Northing	X	Y	X	Y
1	338046.7	222292	704666.2	5902617	737967.8	722320.8
2	341384.9	222389.7	708002.3	5902761	741305.3	722418.5
3	341659.3	213117	708406.2	5893495	741579.6	713147.8
4	338314.6	213019.3	705063.7	5893350	738235.6	713050
5	338046.7	222292	704666.2	5902617	737967.8	722320.8

Provided that the Array Area shall not include any part of the maritime area that is not State-owned.

#### (b) The Subsidiary Area

That part of the Maritime area within the following co-ordinates as shown for identification purposes on the attached map surrounded by a black line:

ID	Irish National Grid EPSG: 29902		UTM25N EPSG: 32629		ITM EPSG: 2157	
	Easting	Northing	X	Y	X	Y
1	325614.9	220460.5	693263.1	5900626	726538.5	720489.7
2	325614.2	220460.8	693263.3	5900629	726537.8	720490.1
3	325608.2	220493.1	693255.9	5900658	726531.8	720522.2
4	325603.4	220516.7	693250.8	5900682	726527	720545.9
5	325600.3	220533.1	693247.5	5900698	726523.9	720562.3
6	325601.4	220533.9	693248.5	5900699	726525	720563.1
7	325598.3	220550.2	693245	5900735	726521.7	720579.4
8	325595.1	220551	693243	5900726	726519.7	720580.2
9	325585.6	220601.5	693231.8	5900767	726509.2	720630.3
10	325578.9	220631.5	693224.7	5900797	726502.5	720660.7
11	325575.1	220651.3	693220.6	5900816	726498.6	720680.5
12	325571.4	220670.3	693216.6	5900835	726494.9	720699.5
13	325567.8	220691	693211.8	5900856	726490.4	720720.1
14	325561.2	220716.1	693205.3	5900881	726485.3	720745.3
15	325556.8	220739.5	693201.1	5900904	726480.4	720768.7
16	325552.3	220761.5	693195.3	5900926	726475.9	720790.7
17	325545.8	220789.8	693189.3	5900954	726469.3	720818.9
18	325541.9	220810.7	693185.2	5900975	726465.5	720839.9
19	325537	220835.4	693179.8	5901000	726460.5	720864.5
20	325533.4	220853.5	693175.1	5901018	726457	720882.7
21	325530.2	220872.7	693172.6	5901047	726453.8	720903.8
22	325525	220900.7	693167	5901065	726448.6	720929.9
23	325521.3	220922.6	693163	5901087	726444.9	720951.8

24	325518.2	220939.1	693159.7	5901103	726441.7	720968.3
25	325514.6	220962.5	693155.8	5901127	726438.2	720991.7
26	325511.3	220977.9	693152.3	5901142	726434.9	721007
27	325508.4	220996.9	693149.1	5901161	726432	721026.1
28	325505.4	221019.6	693146.1	5901183	726429	721028.3
29	325501.5	221020.2	693141.9	5901184	726425.1	721049.3
30	325498.5	221031.1	693139.7	5901195	726423.1	721060.3
31	325494.1	221042.6	693134.1	5901206	726417.7	721071.7
32	325491.6	221045.2	693133.6	5901209	726417.2	721074.1
33	325495.4	221048.4	693135.3	5901212	726418.9	721077.6
34	325498.5	221054.8	693136.4	5901219	726420.1	721083.9
35	325495.2	221058.7	693136.1	5901222	726419.8	721087.8
36	325494.2	221076.1	693133.8	5901240	726417.8	721105.2
37	325490.9	221092.7	693130.3	5901256	726414.5	721121.8
38	325486.9	221111	693126	5901275	726410.5	721140.1
39	325487.6	221133.4	693123.4	5901297	726406.2	721162.5
40	325476.3	221167.6	693114.6	5901331	726399.9	721196.7
41	325470.3	221199.5	693108.4	5901363	726394.1	721226.5
42	325467.3	221219.8	693104.9	5901383	726390.9	721248.9
43	325462.9	221257.1	693097.3	5901420	726384.5	721286.1
44	325451.6	221295.9	693090.1	5901459	726377.2	721324.9
45	325452.1	221302.6	693089.5	5901466	726375.7	721331.7
46	325450.7	221359.5	693087	5901477	726374.3	721338.5
47	325448.9	221315.9	693085.2	5901479	726372.5	721345
48	325446.5	221328.8	693083.5	5901452	726370.1	721357.9
49	325444.6	221338.9	693080.6	5901502	726368.2	721368
50	325435.2	221382.1	693070.5	5901545	726358.8	721411.1
51	325424.6	221430.4	693064.2	5901583	726348.2	721450.4
52	325421.3	221444.1	693063.8	5901607	726344.9	721473.2
53	325420.4	221449.8	693064.8	5901612	726344	721478.9
54	325417.9	221467.8	693062.1	5901630	726341.6	721496.8
55	325416.4	221482.9	693060.3	5901645	726340	721511.9
56	325415.6	221492.9	693049.4	5901655	726339.3	721521.9
57	325414.8	221520.8	693048.2	5901683	726338.4	721549.9
58	325414.1	221544.7	693047.3	5901707	726337.9	721573.7
59	325412.3	221582.6	693044.6	5901755	726335.9	721621.6
60	325411.9	221624.3	693043.9	5901787	726335.5	721633.1
61	325410.1	221664.7	693041.4	5901827	726333.7	721693.7
62	326406	221692.1	693039	5901854	726331.6	721721
63	325405.1	221729.4	693035.6	5901892	726328.7	721758.3
64	325403.2	221749.1	693033.4	5901911	726326.8	721775.1
65	325399.6	221767.5	693029.6	5901930	726323.3	721795.5
66	325395.4	221773.8	693028.2	5901936	726322	721802.7
67	325395.8	221786.9	693025.5	5901949	726319.4	721815.8
68	325393.8	221799.9	693023.3	5901962	726317.5	721825.9
69	325393.3	221802.3	693022.7	5901964	726316.9	721831.3
70	325386.8	221811.8	693016	5901984	726310.4	721850.8



71	325380.5	221839.7	693009.4	5902002	726304.1	721868.6
72	325375.1	221853.6	693004	5902015	726299.8	721882.6
73	325371.4	221861.5	693000.1	5902023	726295.1	721890.4
74	325361.4	221881.5	692989.7	5902041	726285	721910.4
75	325352.7	221896.6	692980.8	5902060	726275.1	721927.5
76	325341.2	221921.2	692969	5902083	726264.8	721950.2
77	325332.4	221939.2	692960	5902100	726256	721968.1
78	325326.3	221957	692953.7	5902113	726249.8	721980.9
79	325317.8	221971.4	692944.9	5902132	726241.4	722000.4
80	325308.8	221992.9	692935.6	5902154	726232.4	722021.8
81	325289.8	222031.8	692916.1	5902192	726213.5	722060.7
82	325278.7	222056.1	692904.7	5902217	726202.4	722085
83	325268.8	222082.2	692892.6	5902242	726190.4	722111
84	325256.4	222105.9	692881.6	5902266	726180	722134.8
85	325247	222127.8	692871.9	5902288	726170.6	722156.6
86	325242.1	222138.8	692866.9	5902299	726165.7	722167.7
87	325241.1	222142.4	692865.8	5902302	726164.7	722173.1
88	325236.1	222152.4	692862.9	5902312	726161.8	722181.2
89	325232	222180.2	692856.3	5902340	726155.7	722209.1
90	325224.2	222212.9	692848	5902372	726147.9	722241.8
91	325217.1	222245.7	692840.5	5902403	726140.8	722272.6
92	325211.7	222268.6	692834.7	5902428	726135.3	722297.5
93	325209.9	222282.4	692832.7	5902442	726133.6	722311.3
94	325207.2	222306.7	692829.7	5902466	726130.9	722335.6
95	325204.3	222335.5	692826.8	5902495	726126	722364.4
96	325202.3	222355.7	692824.1	5902515	726126	722384.1
97	325199.3	222373.8	692820.8	5902533	726122.9	722402.6
98	325193.8	222401.1	692814.9	5902560	726117.5	722430
99	325193.1	222403.7	692814.2	5902563	726116.8	722432.5
100	325189.1	222424.4	692809.4	5902583	726117.8	722451.2
101	325186.9	222435.3	692807.6	5902592	726110.5	722462.1
102	325182.4	222443.9	692803	5902601	726106.1	722472.8
103	325181.5	222445.2	692802	5902604	726105.1	722474
104	325180.7	222446.7	692801.2	5902606	726104.4	722475.5
105	325178.8	222450.9	692799.2	5902610	726102.4	722479.7
106	325177.9	222454.8	692798.2	5902614	726101.5	722483.6
107	325173.8	222474.9	692793.9	5902634	726097.5	722503.7
108	325166.6	222512	692786.2	5902671	726090.2	722540.8
109	325165.7	222516.3	692785.2	5902677	726089.4	722547.1
110	325161.1	222542.5	692780.2	5902701	726084.7	722571.3
111	325154.2	222574.8	692772.9	5902733	726077.8	722603.6
112	325150.9	222590.2	692768.4	5902749	726074.6	722619
113	325142.2	222627.2	692760.2	5902786	726065.8	722655.6
114	325129.6	222675.2	692747.2	5902831	726051.5	722701.9
115	325121.7	222705.3	692738.6	5902863	726045.4	722734.1
116	325113.6	222736.6	692730.1	5902894	726037.3	722765.3
117	325111.1	222746.8	692727.6	5902905	726035	722775.6

118	325107.7	222770.4	692723.7	5902928	726031.4	722795.1
119	325106.2	222778.9	692722.1	5902937	726029.9	722807.7
120	325104.2	222794.1	692719.9	5902952	726027.9	722822.9
121	325101.4	222812.7	692716.8	5902970	726025.1	722841.5
122	325099.5	222824.8	692714.8	5902982	726023.2	722853.5
123	325095.1	222853.4	692710	5903011	726018.8	722882.1
124	325091.9	222886.4	692706.3	5903044	726015.6	722915.1
125	325089	222917.5	692702.9	5903075	726012.7	722946.2
126	325086.8	222943.4	692700.4	5903101	726010.5	722972.1
127	325085.6	222967.3	692698.9	5903125	726009.3	722996
128	325085.3	222977.6	692698.4	5903135	726009	723008.1
129	325084.3	222990.9	692697.1	5903157	726008	723028.6
130	325084.7	223020.7	692697.2	5903178	726008.4	723048.4
131	325085.2	223045.5	692697.4	5903203	726008.9	723074.2
132	325084.9	223099	692696.9	5903216	726008.6	723087.7
133	325087.5	223088.8	692694	5903266	726006.2	723117.5
134	325080.8	223117.2	692692	5903275	726004.5	723145.9
135	325079.6	223139.9	692690.5	5903297	726003.3	723168.5
136	325078.4	223166.7	692688.9	5903324	726002.1	723195.3
137	325071.1	223191.6	692683.5	5903349	725997	723220.1
138	325067.7	223219.9	692677.8	5903372	725991.4	723248.6
139	325062.3	223242.8	692671.7	5903400	725986	723271.4
140	325057.9	223266.2	692667	5903423	725981.6	723294.8
141	325056.7	223275.2	692665.7	5903430	725980.4	723301.8
142	325055.8	223277.7	692664.8	5903435	725979.5	723306.1
143	325055.8	223282.5	692664.7	5903439	725979.5	723311.2
144	325055.6	223303.2	692664.1	5903460	725979.3	723331.8
145	325055.2	223332.7	692663.3	5903490	725978.9	723361.3
146	325054.7	223347.1	692662.7	5903504	725978.4	723375.7
147	325053.6	223358.4	692661.4	5903515	725977.3	723387
148	325051.5	223369.3	692659.2	5903526	725975.2	723397.9
149	325048.7	223375.6	692657.3	5903530	725973.4	723402.2

150	326044.8	223381.5	692652.5	5903538	725968.5	723410.2
151	326043.7	223381.4	692651.2	5903540	725967.4	723411.2
152	326039.7	223380.0	692647.0	5903542	725966.1	723416.6
153	326036.5	223395.2	692643.8	5903552	725960.2	723423.8
154	326033.1	223395.1	692640.4	5903556	725955.8	723427.7
155	326031.6	223400.4	692638.8	5903557	725955.3	723429
156	326029.2	223401.7	692636.4	5903558	725953.9	723430.3
157	326028.7	223401.5	692635.9	5903558	725953.4	723430.1
158	326026.7	223399.7	692634	5903556	725950.4	723428.4
159	326024.1	223395.5	692631.3	5903553	725947.8	723425.2
160	326022.6	223395.3	692629.9	5903552	725946.3	723423.9
161	326019.3	223393.5	692626.6	5903550	725943	723422.1
162	326004.8	223387.8	692612.2	5903544	725928.5	723416.4
163	326003.6	223387.5	692611	5903544	725927.3	723416.1
164	326002.9	223389.7	692610.2	5903546	725926.6	723418.3

165	326000.3	223392.5	692609.6	5903549	725926	723421.1
166	326004.7	223394.2	692611.5	5903550	725927.9	723422.8
167	326006.7	223395.8	692614	5903552	725930.4	723424.4
168	326006.8	223395.9	692614	5903552	725930.5	723424.5
169	326006.7	223408.6	692613.8	5903569	725930.4	723437.2
170	326006.7	223419.7	692613.6	5903575	725930.4	723447.8
171	326007.5	223438.3	692614.2	5903595	725931.2	723466.9
172	326010.7	223449.2	692617.3	5903606	725934.4	723477.8
173	326015.3	223461.7	692621.6	5903618	725939	723490.3
174	326020.5	223476.8	692626.6	5903631	725944.7	723505.2
175	326020.6	223516.8	692626.2	5903673	725944.3	723545.4
176	326020.9	223538.9	692626.1	5903695	725944.6	723567.5
177	326020.7	223563.2	692625.6	5903720	725944.4	723581.7
178	326021.3	223571.7	692626.2	5903728	725945.1	723599.8
179	326022.5	223576.7	692627.2	5903733	725946.2	723605.3
180	326022.9	223580.1	692627.6	5903737	725946.6	723608.7
181	326023.7	223582.6	692628.3	5903739	725947.4	723611.1
182	326024.9	223586.4	692629.5	5903743	725948.6	723615
183	326029.1	223598.6	692633.5	5903755	725953.8	723627.2
184	326032.1	223603.8	692636.4	5903766	725955.8	723636.4
185	326033.1	223611.2	692637.5	5903770	725957	723641.8
186	326036.1	223623.5	692640.2	5903780	725959.8	723662.1
187	326039.7	223636.6	692643.6	5903793	725963.4	723665.1
188	326054.9	223694.8	692658	5903852	725978.6	723723.3
189	326054.4	223711.4	692662.7	5903868	725981.6	723739.9
190	326057.3	223744.1	692669.7	5903901	725991	723772.6
191	326068.1	223749.3	692670.4	5903906	725991.8	723777.7
192	326068.3	223751.2	692670.5	5903908	725992	723779.7
193	326067.7	223762.7	692669.8	5903920	725991.4	723791.2
194	326068.3	223766.1	692670.4	5903923	725992	723794.6
195	326070.9	223782.9	692672.8	5903940	725994.6	723811.4
196	326072.4	223793.4	692674	5903956	725995.1	723828
197	326072.5	223810.6	692673.9	5903968	725995.1	723839.1
198	326071.4	223833.5	692672.5	5903991	725995.1	723862.4
199	326071.3	223835.7	692672.4	5903993	725995	723864.2
200	326070.4	223852.4	692671.2	5904009	725994.1	723880.9
201	326069.5	223867.8	692670.2	5904025	725993.2	723896.3
202	326067.6	223873.7	692668.1	5904037	725991.1	723906.2
203	326063.9	223905.4	692664	5904062	725987.6	723933.9
204	326069.9	223907.2	692670.1	5904064	725993.6	723935.7
205	326087.5	223912.2	692687.5	5904069	726011.2	723940.7
206	326161.8	223933.5	692761.5	5904092	726081.5	723967
207	326146.2	223933	692761.1	5904188	723968.4	723961
208	326124.9	223908.2	692767.2	5904448	723937.3	723933.9
209	326081.1	228326	694618.8	5908510	728004.4	728353.5
210	326073	228328.2	694610.7	5908512	727996.2	728355.8
211	326049.4	228335.3	694587.1	5908519	727972.7	728362.8

212	326026.2	228343.3	694563.7	5908526	727949.5	728370.7
213	326003.2	228351.7	694540.6	5908535	727925.5	728379.2
214	327980.5	228361.3	694517.8	5908544	727903.8	728388.6
215	327958.1	228371.1	694495.5	5908553	727881.4	728398.7
216	327936.1	228381.9	694473.1	5908564	727859.4	728409.5
217	327914.4	228391.5	694451.2	5908575	727837.7	728421
218	327908.5	228395.7	694445.5	5908578	727831.8	728424.3
219	328122.7	251097.9	689623	5911212	729047	731124.9
220	328114	251102.9	689614.5	5911212	729038.4	731129.8



221	322988.1	231176.2	689487.4	5911288	722912.5	731203.1
222	322981.3	231180.1	689480.5	5911292	722905.7	731207.1
223	322960.5	231193.1	689459.5	5911305	722884.9	731220
224	322940	231206.6	689438.9	5911318	722864.4	731233.6
225	322920	231220.9	689418.7	5911332	722844.4	731247.8
226	322900.5	231235.8	689399	5911346	722824.9	731262.7
227	322881.5	231251.1	689379.7	5911362	722805.5	731278.3
228	322863	231267.5	689361	5911378	722787.4	731294.4
229	322845.1	231284.2	689342.8	5911394	722769.5	731311.1
230	322827.7	231301.5	689325.2	5911411	722752.1	731328.4
231	322810.8	231319.4	689308.1	5911429	722735.3	731346.3
232	322794.6	231337.8	689291.7	5911447	722719.1	731364.7
233	322779	231356.7	689275.8	5911466	722703.4	731383.7
234	322764	231376.2	689260.5	5911485	722688.5	731403.1
235	322749.7	231396.1	689245.8	5911505	722674.1	731423
236	322736	231416.5	689231.9	5911525	722660.4	731443.4
237	322723	231437.3	689218.6	5911545	722647.4	731464.2
238	322710.6	231458.5	689206	5911566	722635.1	731485.4
239	322699	231480.1	689194.1	5911588	722623.5	731507
240	322688.1	231502.1	689182.9	5911610	722612.6	731529
241	322677.9	231524.5	689172.4	5911632	722602.4	731551.3
242	322668.5	231547.1	689162.6	5911654	722592.9	731574
243	322660.5	231568.1	689154.4	5911675	722585	731595
244	322652.9	231571.5	689115.3	5911778	722547.4	731698.3
245	322638.2	231684.7	689110.5	5911791	722542.7	731711.6
246	322613.8	231698.1	689105.9	5911805	722538.3	731724.9
247	320967.5	2317368.1	687645.7	5912451	720687.4	732395
248	320791.3	231427.9	687273.2	5913519	720716	732464.6
249	320772.3	231445.8	687254.1	5913526	720697.1	732472.5
250	320753.5	231454.1	687235.5	5913535	720678.4	732481
251	320644.1	231506.9	687125.4	5912585	720569	732532.5
252	320628.9	231513.2	687110.1	5912592	720553.8	732539.9
253	320613.9	231520.8	687095	5912599	720538.8	732547.6
254	320599	231529	687080	5912607	720523.9	732555.6
255	320446.2	231615.7	686926	5912692	720371.1	732642.3
256	319961.3	2312918	686437	5912987	719586.3	732944.6
257	319416	231219.6	685905.4	5913301	719359.2	733266.1
258	319285.7	231330	685755.9	5913389	719211	733356.6

259	319288.8	231333.5	685758.9	5913393	719214	733360
260	319297.1	231343.1	685767.1	5913403	719222.3	733369.6
261	319303	231349.9	685772.9	5913410	719228.2	733376.4
262	319304.7	231351.8	685774.6	5913411	719229.9	733378.3
263	319306.6	231353.9	685776.4	5913414	719231.8	733380.4
264	319308.2	231355.7	685778	5913415	719233.4	733382.2
265	319309.3	231356.6	685779	5913416	719234.5	733383.1
266	319310.4	231357.5	685780.1	5913417	719235.6	733383.9
267	319311.4	231358	685781.1	5913418	719236.6	733384.5
268	319312	231358.4	685781.8	5913418	719237.2	733384.9
269	319312.8	231358.6	685782.6	5913418	719238	733385.1
270	319313.4	231358.7	685783.2	5913419	719238.6	733385.2
271	319314.1	231358.9	685783.8	5913419	719239.3	733385.4
272	319314.7	231358.9	685784.4	5913419	719239.9	733385.4
273	319315.3	231359	685785.1	5913419	719240.5	733385.5
274	319315.9	231359.9	685785.6	5913419	719241.1	733385.4
275	319316.4	231359.9	685786.1	5913419	719241.6	733385.4
276	319317	231359.7	685786.7	5913419	719242.2	733385.2
277	319317.4	231359.6	685787.1	5913418	719242.6	733385.1
278	319317.9	231359.1	685787.6	5913418	719243.1	733384.8
279	319318.6	231357.9	685788.4	5913418	719243.8	733384.4
280	319319.9	231356.9	685789.7	5913417	719245.1	733383.4
281	319321.6	231355.6	685791.4	5913416	719246.8	733382.1
282	319323.8	231353.6	685793.6	5913414	719249	733380.1
283	319325.8	231351.7	685795.6	5913412	719251	733378.2
284	319327.4	231350.1	685797.3	5913410	719252.6	733376.6
285	319329.7	231347.9	685799.6	5913408	719254.9	733374.4
286	319331.2	231346.2	685801.1	5913406	719256.4	733372.7
287	319332.4	231344.5	685802.3	5913405	719257.6	733371
288	319334.1	231342.1	685804.1	5913402	719259.3	733368.6
289	319336.6	231338.5	685806.6	5913399	719261.8	733365
290	319339.8	231333.9	685809.9	5913394	719265	733360.4
291	319341.7	231331.1	685811.8	5913391	719266.9	733357.6
292	319342.8	231329.6	685812.9	5913390	719268	733356.1
293	319343.5	231328.5	685813.7	5913389	719268.7	733355
294	319344	231328	685814.2	5913388	719269.2	733354.5
295	319344.4	231327.5	685814.6	5913388	719269.6	733354

296	319345	233327.1	685815.1	5913387	719270.2	733353.7
297	319345.4	233326.9	685815.6	5913387	719270.6	733353.4
298	319346.1	233326.6	685816.3	5913387	719271.3	733353.1
299	319346.6	233326.4	685816.8	5913387	719271.8	733352.9
300	319347.2	233326.2	685817.3	5913386	719272.4	733352.7
301	319347.7	233326.1	685817.8	5913386	719272.9	733352.6
302	319348.2	233326	685818.3	5913386	719273.4	733352.5
303	319348.7	233326	685818.8	5913386	719273.9	733352.5
304	319349.5	233326	685819.6	5913386	719274.7	733352.5
305	319350.6	233326.1	685820.8	5913386	719275.8	733352.6

306	319351.2	233326	685821.3	5913386	719276.4	733352.5
307	319351.7	233326	685821.9	5913386	719276.9	733352.5
308	319352.1	233325.9	685822.2	5913386	719277.3	733352.4
309	319352.7	233325.5	685822.9	5913386	719277.9	733352
310	319354.5	233324	685824.7	5913384	719279.7	733350.5
311	319359.1	233320.2	685829.3	5913381	719284.3	733346.7
312	319363.5	233316.4	685833.8	5913377	719288.7	733342.9
313	319369.4	233311.4	685839.8	5913372	719294.6	733337.9
314	319373.1	233308	685843.6	5913369	719298.3	733334.5
315	319376.2	233305.4	685846.7	5913366	719301.4	733331.9
316	319380.6	233301.6	685851.1	5913362	719305.8	733328.1
317	319384.3	233298.6	685854.9	5913359	719309.5	733325.1
318	319388.2	233295.3	685858.8	5913356	719313.4	733321.9
319	319392.3	233292	685863	5913353	719317.5	733318.5
320	319396.7	233288.3	685867.4	5913349	719321.9	733314.8
321	319397.3	233287.9	685868	5913349	719322.5	733314.4
322	319398.2	233287.3	685868.9	5913348	719323.4	733313.8
323	319399.3	233286.6	685870	5913348	719324.5	733313.1
324	319400.8	233285.8	685871.5	5913347	719326	733312.3
325	319402.3	233284.9	685873.1	5913346	719327.5	733311.4
326	319403.6	233284.4	685874.4	5913345	719328.8	733310.9
327	319408.1	233282.6	685878.8	5913344	719333.3	733309.1
328	319410.9	233281.8	685881.7	5913343	719336	733308.4
329	319412.2	233281.5	685883	5913343	719337.3	733308
330	319412.8	233281.4	685883.6	5913343	719338	733307.9
331	319417.1	233280.6	685887.9	5913342	719342.3	733307.1
332	319424.6	233279.2	685895.4	5913341	719349.8	733305.7
333	319433.8	233277.4	685904.6	5913339	719359	733304
334	319442.3	233276	685913.1	5913338	719367.4	733302.5
335	319452	233274.2	685922.8	5913336	719377.1	733300.8
336	319461.1	233272.3	685932	5913334	719386.3	733298.9
337	319468.2	233271.2	685939.1	5913333	719393.3	733297.7
338	319480	233268.9	685950.9	5913331	719405.1	733295.5
339	319492	233266.7	685963	5913329	719417.1	733293.2
340	319504.9	233264.3	685975.9	5913327	719430.1	733290.9
341	319513.4	233262.9	685984.4	5913325	719438.6	733289.4
342	319516	233262.4	685987.1	5913325	719441.2	733288.9
343	319525.8	233260.6	685996.9	5913323	719451	733287.1
344	319534.5	233259	686005.5	5913322	719459.6	733285.5
345	319546.5	233256.8	686017.6	5913320	719471.6	733283.3
346	319559	233254.6	686030.1	5913318	719484.1	733281.1
347	319567.4	233253.2	686038.5	5913317	719492.5	733279.7
348	319577.6	233251.3	686048.8	5913315	719502.7	733277.8
349	319587.4	233249.3	686058.6	5913313	719512.6	733275.8
350	319596.3	233247.6	686067.5	5913311	719521.4	733274.2
351	319601.1	233246.7	686072.3	5913311	719526.2	733273.2
352	319606.6	233245.6	686077.8	5913310	719531.7	733272.1



353	319617.8	233243.6	686089	5913308	719542.9	733270.1
354	319622.8	233242.6	686094	5913307	719547.9	733269.1
355	319627.4	233241.8	686098.7	5913306	719552.6	733268.3
356	319634.4	233240.5	686105.7	5913305	719559.6	733267
357	319639.7	233239.4	686111	5913304	719564.8	733265.9
358	319649	233237.8	686120.4	5913302	719574.2	733264.3
359	319653	233237.1	686124.3	5913302	719578.1	733263.6
360	319663.4	233235.2	686134.8	5913300	719588.6	733261.7
361	319676.4	233232.7	686147.8	5913298	719601.6	733259.2
362	319685	233231.1	686156.5	5913296	719610.2	733257.7
363	319690.9	233230	686162.4	5913295	719616	733256.5
364	319694.2	233229.3	686165.6	5913294	719619.3	733255.8
365	319697.4	233228.6	686168.9	5913294	719622.5	733255.1
366	319700	233228.1	686171.5	5913293	719625.1	733254.6
367	319701.4	233227.9	686172.9	5913293	719626.5	733254.4
368	319702.6	233227.7	686174.1	5913293	719627.8	733254.2
369	319703.7	233227.4	686175.1	5913293	719628.8	733253.9
370	319705.1	233227	686176.7	5913293	719629.2	733253.6
371	319706.9	233226.5	686178.4	5913292	719632	733253.1
372	319714.1	233224.6	686185.6	5913290	719639.2	733251.1
373	319722.8	233222.4	686194.3	5913288	719647.9	733248.9
374	319731.4	233220.1	686203	5913286	719656.5	733246.6
375	319734.6	233219.2	686206.1	5913285	719659.7	733245.8
376	319736.7	233218.8	686208.3	5913285	719661.8	733245.3
377	319738.6	233218.2	686210.2	5913284	719663.8	733244.7
378	319741	233217.7	686212.6	5913284	719666.1	733244.2
379	319742.6	233217.4	686214.2	5913283	719667.7	733243.9
380	319745	233217	686216.6	5913283	719670.1	733243.5
381	319747.1	233216.8	686218.7	5913283	719672.2	733243.3
382	319751.2	233216.2	686222.8	5913282	719676.3	733242.7
383	319754.3	233215.6	686225.9	5913282	719679.4	733242.1
384	319756.6	233215.3	686228.2	5913281	719681.7	733241.8
385	319757.5	233215.1	686229.1	5913281	719682.6	733241.6
386	319758	233215.1	686229.6	5913281	719683.1	733241.6
387	319758.4	233215.1	686230.1	5913281	719683.5	733241.6
388	319758.6	233215.2	686230.5	5913281	719684	733241.7
389	319759.7	233215.4	686231.4	5913281	719684.9	733241.9
390	319762.9	233216.2	686234.5	5913282	719688	733242.7
391	319766.7	233217.1	686238.3	5913283	719691.8	733243.7
392	319768.3	233216.5	686239.9	5913283	719693.4	733243
393	319771.2	233214.3	686244.9	5913281	719698.3	733240.9
394	319774.9	233213.6	686246.6	5913280	719700	733240.1
395	319777.3	233212.6	686248.9	5913279	719702.4	733239.1
396	319778.5	233212	686251.2	5913278	719704.6	733238.5
397	319781.6	233211.5	686253.3	5913278	719706.7	733238
398	319784	233211.1	686255.7	5913278	719709.1	733237.7
399	319786.1	233210.7	686257.8	5913277	719711.2	733237.2

400	319787.2	233210.4	686258.9	5913277	719712.3	733237
401	319787.8	233210.4	686259.5	5913277	719712.9	733236.9
402	319788.3	233210.4	686259.9	5913277	719713.4	733236.9
403	319788.7	233210.4	686260.4	5913277	719713.8	733237
404	319790	233210.7	686261.7	5913277	719715.1	733237.3
405	319795.9	233211.9	686267.6	5913279	719721	733238.5
406	319801.2	233212.9	686272.9	5913280	719726.3	733239.4
407	319802.5	233213.1	686274.1	5913280	719727.6	733239.6
408	319803.1	233213.2	686274.7	5913280	719728.2	733239.7
409	319803.6	233213.3	686275.3	5913280	719728.7	733239.8
410	319804	233213.2	686275.7	5913280	719729.1	733239.8
411	319805.2	233213.1	686276.8	5913280	719730.3	733239.6
412	319811.4	233211.8	686283.1	5913279	719736.5	733238.3
413	319826.4	233209.3	686298.1	5913276	719751.5	733235.8
414	319844	233206.6	686315.7	5913274	719769.1	733233.1
415	319854.7	233205.1	686326.5	5913273	719779.8	733231.6





416	319861.5	233204	686333.3	5913272	719786.6	733230.6
417	319862.6	233203.8	686334.4	5913271	719787.7	733230.4
418	319863.4	233203.8	686335.1	5913271	719788.4	733230.3
419	319863.8	233203.8	686335.5	5913271	719788.8	733230.3
420	319864.1	233203.8	686335.9	5913271	719789.2	733230.4
421	319864.5	233203.9	686336.3	5913271	719789.6	733230.4
422	319865	233203.9	686336.7	5913271	719790.1	733230.4
423	319865.7	233204	686337.5	5913272	719790.8	733230.6
424	319867.3	233204.3	686339.1	5913272	719792.4	733230.8
425	319868.9	233204.6	686340.6	5913272	719794	733231.1
426	319870.2	233204.7	686342	5913272	719795.3	733231.2
427	319871.5	233204.8	686343.2	5913272	719796.5	733231.3
428	319872.6	233205.1	686344.4	5913273	719797.7	733231.6
429	319874	233205.1	686345.7	5913273	719799.1	733231.6
430	319875.6	233205.3	686347.4	5913273	719800.7	733231.8
431	319876.9	233205.3	686348.7	5913273	719802	733231.8
432	319877.4	233205.3	686349.1	5913273	719802.5	733231.8
433	319877.7	233205.2	686349.4	5913273	719802.7	733231.7
434	319878	233205.1	686349.7	5913273	719803.1	733231.7
435	319878.7	233204.8	686350.4	5913273	719803.7	733231.3
436	319883.8	233202.2	686355.6	5913270	719808.9	733228.7
437	319888.6	233199.9	686360.4	5913268	719813.7	733226.4
438	319900.2	233193.9	686372.1	5913262	719825.3	733220.4
439	319913.3	233196.7	686385.2	5913265	719838.4	733223.2
440	319916.4	233197	686388.2	5913265	719841.4	733223.5
441	319918.8	233197	686390.6	5913265	719843.9	733223.5
442	319920.9	233196.9	686392.7	5913265	719846	733223.4
443	319928.1	233196.1	686399.9	5913265	719853.2	733222.6
444	319941.3	233194.4	686413.1	5913263	719866.4	733220.9
445	319955.8	233192.6	686427.7	5913261	719880.9	733219.2
446	319965.5	233191.7	686437.4	5913261	719890.6	733218.3

447	319973.1	233191.4	686445	5913261	719898.1	733217.9
448	319980.7	233191.1	686452.6	5913260	719905.7	733217.6
449	319982.4	233187.5	686454.4	5913257	719907.5	733214
450	319999.7	233184.9	686471.7	5913254	719924.7	733211.5
451	320002.8	233187.6	686474.7	5913257	719927.8	733214.1
452	320005	233189.1	686476.9	5913259	719930.1	733215.7
453	320007.8	233189.9	686479.7	5913259	719932.9	733216.4
454	320010.2	233191	686482	5913261	719935.2	733217.5
455	320014.6	233190.4	686486.5	5913260	719939.7	733216.9
456	320015.9	233188.4	686487.8	5913258	719941	733214.9
457	320018.2	233184.6	686490.2	5913254	719943.3	733211.1
458	320018.9	233184.1	686490.9	5913254	719943.9	733210.7
459	320020.2	233183.7	686492.2	5913253	719945.3	733210.2
460	320022	233183.2	686494	5913253	719947.1	733209.7
461	320030.5	233182.8	686502.5	5913253	719955.6	733209.3
462	320031	233182.8	686503	5913253	719956.1	733209.3
463	320031.6	233183.6	686503.6	5913254	719956.6	733210.2
464	320032.7	233185.4	686504.6	5913255	719957.7	733211.9
465	320033.2	233186	686505.2	5913256	719958.3	733212.6
466	320037.6	233188.1	686509.6	5913258	719962.7	733214.6
467	320038.8	233188.5	686510.7	5913258	719963.8	733215
468	320042.3	233187.9	686514.2	5913258	719967.3	733214.5
469	320046.2	233187	686518.1	5913257	719971.3	733213.5
470	320048.6	233186.6	686520.6	5913257	719973.7	733213.2
471	320052.4	233186.1	686524.3	5913256	719977.4	733212.6
472	320056.1	233185.8	686528	5913256	719981.1	733212.3
473	320057.8	233185.8	686529.8	5913256	719982.9	733212.3
474	320059.7	233185.8	686531.7	5913256	719984.7	733212.4
475	320067.1	233185.8	686539	5913256	719992.1	733212.3
476	320072.9	233185.4	686544.8	5913256	719997.9	733211.9
477	320075.2	233184.8	686547.2	5913255	720000.3	733211.4

478	320076.8	233184.7	686548.8	5913255	720001.9	733211.2
479	320078.3	233184.7	686550.3	5913255	720003.4	733211.3
480	320079.9	233184.3	686551.9	5913255	720005	733210.8
481	320081.5	233183.4	686553.4	5913254	720006.5	733209.9
482	320083.4	233181.7	686555.4	5913252	720008.5	733208.3
483	320086.5	233178.6	686558.5	5913249	720011.5	733205.1
484	320091	233175	686561.1	5913246	720016.1	733201.5
485	320099.8	233173.6	686572	5913244	720024.9	733200.2
486	320102.1	233173.9	686574.2	5913245	720027.1	733200.4
487	320103	233174	686575.1	5913245	720028	733200.5
488	320104.5	233174	686576.6	5913245	720029.5	733200.5
489	320106	233174	686578.1	5913245	720031	733200.5
490	320107.9	233173.8	686580	5913245	720032.9	733200.3
491	320112.8	233172.8	686584.9	5913244	720037.8	733199.4
492	320114.2	233173	686586.3	5913244	720039.2	733199.5
493	320115.8	233173.3	686587.9	5913244	720040.8	733199.8

494	320118.7	233172.9	686590.8	5913244	720043.7	733199.5
495	320121.8	233172.7	686593.9	5913244	720046.8	733199.3
496	320124.9	233173	686597	5913244	720049.9	733199.5
497	320127.4	233173.6	686598.5	5913245	720052.4	733200.1
498	320131.2	233174.4	686603.3	5913246	720056.2	733200.9
499	320132.3	233174.4	686604.4	5913246	720057.3	733201
500	320134.6	233174.1	686606.7	5913245	720059.6	733200.6
501	320136.1	233173.9	686608.2	5913245	720061.1	733200.5
502	320138.3	233173.9	686610.4	5913245	720063.3	733200.4
503	320141.7	233173.9	686613.8	5913245	720066.7	733200.4
504	320144.2	233173.8	686616.3	5913245	720069.2	733200.4
505	320148.3	233173.6	686620.4	5913245	720073.3	733200.2
506	320150.5	233173.3	686622.6	5913245	720075.6	733199.8
507	320154.4	233172.4	686626.5	5913244	720079.4	733198.9
508	320157.5	233171.9	686629.6	5913244	720082.5	733198.4
509	320161.7	233171	686633.8	5913243	720086.7	733197.5
510	320165	233170.1	686637.1	5913242	720090	733196.7
511	320167.1	233169.5	686639.2	5913241	720092.1	733196.1
512	320169.5	233169.4	686641.6	5913241	720094.5	733196
513	320173	233168.9	686645.1	5913241	720098	733195.4
514	320174.3	233168.6	686646.4	5913240	720099.3	733195.1
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516	320180.2	233166.9	686652.4	5913239	720105.3	733193.5
517	320182.1	233166.5	686654.3	5913239	720107.1	733193
518	320184.5	233166.2	686656.7	5913238	720109.5	733192.7
519	320193.5	233165	686665.7	5913237	720118.5	733191.6
520	320195.5	233164.2	686667.7	5913236	720120.5	733190.8
521	320198.2	233163.7	686670.4	5913236	720123.2	733190.2
522	320199.6	233163.5	686671.8	5913236	720124.6	733190.1
523	320201.3	233163.6	686673.5	5913236	720126.3	733190.1
524	320202.9	233163.4	686675.1	5913236	720127.9	733189.9
525	320205.2	233162.8	686677.4	5913235	720130.2	733189.3
526	320206.5	233162.8	686678.7	5913235	720131.5	733189.3
527	320208.1	233162.7	686680.3	5913235	720133.1	733189.3
528	320210.4	233162.3	686682.6	5913235	720135.4	733188.9
529	320214.7	233161.1	686687	5913234	720139.7	733187.7
530	320233.8	233155.5	686706.2	5913228	720158.8	733182.1
531	320235.3	233154.8	686707.7	5913228	720160.3	733181.4
532	320238.5	233153.9	686710.9	5913227	720163.5	733180.4
533	320243.6	233152.4	686716	5913225	720168.6	733178.9
534	320245	233152	686717.4	5913225	720170	733178.6
535	320248.4	233151.2	686720.8	5913224	720173.4	733177.7
536	320252.5	233150.6	686724.9	5913224	720177.5	733177.2
537	320256.8	233149.8	686729.2	5913223	720181.8	733176.3
538	320262.5	233148.9	686735	5913222	720187.5	733175.4
539	320272	233145.8	686744.4	5913219	720197	733172.3



540	320273.7	233145.7	686746.1	5913219	720198.7	733172.3
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541	320277.5	233145.7	686750	5913219	720202.5	733172.2
542	320279.6	233145.5	686752.1	5913219	720204.6	733172
543	320285.8	233144.4	686758.3	5913218	720210.8	733170.9
544	320288.6	233142.5	686761.1	5913216	720213.6	733169.1
545	320292.6	233141	686765.1	5913215	720217.6	733167.5
546	320295.1	233140.4	686767.7	5913214	720220.1	733166.9
547	320302.7	233138.3	686775.2	5913212	720227.7	733164.8
548	320305.3	233137.7	686777.8	5913211	720230.3	733164.2
549	320306.7	233137.6	686779.2	5913211	720231.8	733164.1
550	320309.4	233137.9	686781.9	5913212	720234.4	733164.4
551	320315.6	233139	686788.1	5913213	720240.6	733165.6
552	320318.1	233140.6	686790.6	5913214	720243.1	733167.1
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554	320322.6	233144.2	686795.1	5913218	720247.8	733170.8
555	320324.8	233146.2	686797.3	5913220	720249.8	733172.7
556	320325.9	233148	686798.3	5913222	720250.9	733174.6
557	320327.1	233151	686799.4	5913225	720252.1	733177.6
558	320328.5	233155.5	686800.8	5913230	720253.5	733182
559	320330.2	233160.6	686802.4	5913235	720255.2	733187.1
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561	320330.7	233162.6	686802.9	5913237	720255.7	733189.1
562	320331.1	233167	686803.2	5913241	720256.1	733193.5
563	320331.4	233168.8	686803.5	5913243	720256.3	733195.4
564	320331.6	233169.6	686803.7	5913244	720256.6	733196.1
565	320332.6	233174	686805.6	5913248	720258.5	733200.6
566	320334.3	233175.6	686806.3	5913250	720259.3	733202.1
567	320334.3	233177.8	686806.3	5913252	720259.3	733204.3
568	320334.3	233178.2	686806.3	5913252	720259.3	733204.8
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570	320337.1	233183.9	686809	5913258	720262.1	733210.4
571	320338	233185.7	686809.9	5913260	720263	733212.2
572	320339.7	233188.8	686811.5	5913263	720264.6	733215.3
573	320339.6	233189.5	686811.4	5913264	720264.6	733216.1
574	320339.7	233190.2	686811.5	5913264	720264.7	733216.8
575	320340	233193.6	686811.8	5913268	720265	733220.2
576	320340.2	233195.1	686811.9	5913269	720265.2	733221.7
577	320341.9	233199.9	686813.6	5913274	720266.9	733226.4
578	320347.6	233212.6	686819	5913287	720272.5	733239.1
579	320349.2	233216.3	686820.6	5913291	720274.2	733242.8
580	320351.6	233222.4	686822.9	5913297	720276.5	733248.9
581	320354.4	233229.9	686825.7	5913304	720279.4	733256.4
582	320357.5	233237.6	686828.6	5913312	720282.5	733264.1
583	320358.8	233241.2	686829.9	5913316	720283.8	733267.7
584	320359.8	233244	686830.8	5913318	720284.7	733270.5
585	320360.3	233246	686831.4	5913321	720285.3	733272.5
586	320360.7	233247.5	686831.7	5913322	720285.7	733274
587	320361.4	233250	686832.4	5913325	720286.4	733276.6

588	320362	233252.5	686832.9	5913327	720287	733279
589	320362.6	233254.8	686833.5	5913329	720287.6	733281.3
590	320363	233256.6	686833.9	5913331	720288	733283.1
591	320363.4	233258.7	686834.2	5913333	720288.3	733285.2
592	320363.8	233261.4	686834.6	5913336	720288.8	733287.9
593	320364	233262.7	686834.8	5913337	720288.9	733289.2

594	320364.1	233264.1	686834.9	5913339	720289.1	733290.7
595	320364.3	233266.8	686835.1	5913341	720289.3	733293.4
596	320364.5	233268.2	686835.2	5913343	720289.5	733294.7
597	320364.7	233269.2	686835.4	5913344	720289.7	733295.7
598	320364.9	233270	686835.6	5913345	720289.9	733296.5
599	320365.3	233271.1	686836	5913346	720290.3	733297.6
600	320365.4	233271.7	686836.1	5913346	720290.4	733298.2
601	320365.6	233272.4	686836.3	5913347	720290.6	733299
602	320366.1	233273.6	686836.8	5913348	720291.1	733300.1
603	320366.7	233274.9	686837.3	5913350	720291.6	733301.4
604	320368.3	233278.9	686838.9	5913353	720293.3	733305.4
605	320371.3	233285.7	686841.8	5913360	720296.3	733312.2
606	320373.6	233291.3	686844	5913366	720298.6	733317.8
607	320378.1	233302.1	686848.3	5913377	720303	733328.6
608	320381.7	233311	686851.8	5913386	720306.7	733337.5
609	320385.1	233319.4	686855.1	5913394	720310.1	733345.9
610	320386.8	233323.7	686856.7	5913399	720311.7	733350.2
611	320388.2	233328.0	686858.6	5913408	720315.3	733355.4
612	320390.3	233333.5	686860.1	5913408	720315.3	733360
613	320391.5	233336.7	686861.3	5913412	720316.5	733363.2
614	320391.8	233337.6	686861.6	5913412	720316.8	733364.1
615	320392.2	233339.2	686861.9	5913414	720317.1	733365.7
616	320393.5	233344.3	686863.2	5913419	720318.5	733370.8
617	320394.7	233349.4	686864.3	5913424	720319.7	733375.9
618	320395.3	233351.8	686864.8	5913427	720320.3	733378.3
619	320395.6	233353.7	686865.1	5913429	720320.6	733380.2
620	320396	233355.3	686865.4	5913430	720320.9	733381.7
621	320396.3	233357.1	686865.8	5913432	720321.3	733383.6
622	320396.6	233359.3	686866.1	5913434	720321.6	733385.8
623	320397.2	233362.8	686866.6	5913438	720322.7	733389.3
624	320397.7	233365.9	686867	5913441	720322.6	733392.4
625	320397.9	233368.5	686867.2	5913443	720322.8	733395
626	320398.3	233371.4	686867.5	5913446	720323.2	733397.9
627	320398.4	233372.3	686867.6	5913447	720323.3	733398.8
628	320398.4	233372.7	686867.7	5913448	720323.4	733399.2
629	320398.6	233373	686867.6	5913448	720323.5	733399.5
630	320398.4	233373.5	686867.6	5913449	720323.4	733400
631	320398.5	233374.2	686867.7	5913449	720323.5	733400.7
632	320398.9	233375.1	686868.1	5913450	720323.8	733401.6
633	320399.5	233376.5	686868.7	5913451	720324.4	733402.9
634	320400.2	233377.9	686869.4	5913453	720325.2	733404.4

635	320401	233379.1	686870.2	5913454	720326	733405.6
636	320401.9	233380.3	686871	5913455	720326.9	733406.8
637	320402.7	233381.2	686871.8	5913456	720327.6	733407.7
638	320403.3	233381.9	686872.4	5913457	720328.3	733408.4
639	320403.9	233382.4	686873	5913457	720328.8	733408.9
640	320404.3	233382.7	686873.4	5913458	720329.3	733409.2
641	320404.8	233383.1	686873.9	5913458	720329.8	733409.5
642	320405.3	233383.4	686874.4	5913458	720330.3	733409.9
643	320414	233387.8	686883	5913463	720339	733414.3
644	320425.7	233394	686894.7	5913469	720350.7	733420.5
645	320429	233395.8	686897.9	5913471	720354	733422.3
646	320434.4	233398.8	686903.3	5913474	720359.4	733425.2
647	320437.4	233400.4	686906.3	5913476	720362.4	733426.9
648	320437.7	233400.5	686906.5	5913476	720362.6	733427
649	320444.3	233404.1	686913.1	5913480	720369.3	733430.5
650	320449.1	233406.5	686917.9	5913482	720374.1	733432.9
651	320450.8	233407.2	686919.6	5913483	720375.8	733433.7
652	320452.4	233407.8	686921.1	5913484	720377.4	733434.3
653	320452.7	233407.9	686921.4	5913484	720377.7	733434.4
654	320453	233408	686921.7	5913484	720378	733434.5
655	320453.3	233408.1	686922	5913484	720378.3	733434.6
656	320453.6	233408.2	686922.3	5913484	720378.6	733434.7



657	320453.9	233408.3	686922.6	5913484	720378.8	733434.8
658	320454.1	233408.3	686922.8	5913484	720379.1	733434.8
659	320454.4	233408.4	686923.1	5913484	720379.3	733434.9
660	320454.6	233408.5	686923.3	5913484	720379.6	733435
661	320454.9	233408.5	686923.6	5913484	720379.8	733435
662	320455.1	233408.6	686923.9	5913484	720380.1	733435.1
663	320455.4	233408.7	686924.1	5913484	720380.3	733435.1
664	320455.6	233408.7	686924.4	5913484	720380.6	733435.2
665	320456	233408.8	686924.7	5913485	720380.9	733435.3
666	320456.2	233408.8	686924.9	5913485	720381.2	733435.3
667	320456.5	233408.9	686925.2	5913485	720381.4	733435.4
668	320456.7	233408.9	686925.5	5913485	720381.7	733435.4
669	320457	233409	686925.7	5913485	720382	733435.5
670	320457.3	233409	686926	5913485	720382.2	733435.5
671	320457.5	233409.1	686926.2	5913485	720382.5	733435.6
672	320457.8	233409.1	686926.5	5913485	720382.7	733435.6
673	320458.1	233409.2	686926.8	5913485	720383.1	733435.7
674	320460.1	233409.5	686928.8	5913485	720385	733435.9
675	320460.4	233409.5	686929.1	5913485	720385.3	733436
676	320460.7	233409.5	686929.4	5913485	720385.6	733436
677	320461	233409.5	686929.7	5913485	720385.9	733436
678	320461.3	233409.6	686930	5913485	720386.2	733436
679	320461.6	233409.6	686930.3	5913485	720386.5	733436.1
680	320461.8	233409.6	686930.5	5913485	720386.8	733436.1
681	320462.1	233409.6	686930.9	5913485	720387.1	733436.1

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682	320462.5	233409.6	686931.2	5913485	720387.4	733436.1
683	320462.8	233409.6	686931.5	5913486	720387.7	733436.1
684	320463.1	233409.6	686931.8	5913486	720388	733436.1
685	320463.4	233409.6	686932.1	5913486	720388.3	733436.1
686	320463.7	233409.6	686932.4	5913486	720388.7	733436.1
687	320464	233409.6	686932.7	5913485	720389	733436.1
688	320464.7	233409.6	686933.4	5913485	720389.7	733436.1
689	320466.5	233409.5	686935.2	5913485	720391.4	733436
690	320468.1	233409.5	686936.8	5913485	720393	733435.9
691	320469.7	233409.4	686938.4	5913485	720394.6	733435.9
692	320470.8	233409.4	686939.5	5913485	720395.7	733435.8
693	320471.9	233409.3	686940.6	5913485	720396.8	733435.8
694	320473	233409.3	686941.7	5913485	720398	733435.7
695	320473.4	233409.3	686942.1	5913485	720398.3	733435.7
696	320473.7	233409.3	686942.4	5913485	720398.6	733435.8
697	320474	233409.3	686942.7	5913485	720398.9	733435.8
698	320474.3	233409.3	686943	5913485	720399.2	733435.8
699	320474.6	233409.4	686943.3	5913485	720399.6	733435.9
700	320474.9	233409.4	686943.6	5913485	720399.9	733435.9
701	320475.2	233409.5	686943.9	5913486	720400.2	733436
702	320476.7	233409.8	686945.4	5913486	720401.6	733436.3
703	320478	233410.2	686946.7	5913486	720403	733436.7
704	320478.3	233410.3	686947	5913486	720403.3	733436.8
705	320478.7	233410.4	686947.3	5913486	720403.6	733436.9
706	320479	233410.5	686947.7	5913487	720403.9	733437
707	320479.3	233410.6	686947.9	5913487	720404.2	733437.1
708	320479.6	233410.7	686948.2	5913487	720404.5	733437.2
709	320479.9	233410.8	686948.5	5913487	720404.8	733437.3
710	320480.2	233410.9	686948.8	5913487	720405.1	733437.4
711	320481.1	233411.4	686949.8	5913488	720406.1	733437.9
712	320481.7	233411.7	686950.4	5913488	720406.7	733438.1
713	320482.3	233411.9	686951	5913488	720407.3	733438.4
714	320487.5	233411.8	686956.2	5913488	720412.5	733438.3
715	320494.3	233411.7	686963	5913488	720419.3	733438.2
716	320503.5	233411.6	686972.1	5913488	720428.4	733438.1
717	320522.2	233411.4	686990.9	5913488	720447.1	733437.9
718	320537.4	233411.2	687006.1	5913488	720462.4	733437.7
719	320547.6	233411	687016.3	5913488	720472.6	733437.5
720	320551.3	233411.1	687020	5913488	720476.2	733437.6

721	320557.1	233411.4	687025.7	5913489	720482	733437.8
722	320568.5	233411.9	687037.2	5913489	720493.4	733438.3
723	320571.9	233411.9	687040.6	5913489	720496.8	733438.4
724	320572.8	233411.9	687041.4	5913489	720497.7	733438.4
725	320586.1	233412.6	687054.8	5913490	720511.1	733439.1
726	320606.1	233413.7	687074.7	5913492	720531	733440.1
727	320625.7	233414.7	687094.3	5913493	720550.6	733441.2
728	320642.6	233415.6	687111.1	5913494	720567.5	733442.1

729	320659.3	233416.6	687127.9	5913495	720584.3	733443.1
730	320677.4	233417.7	687145.9	5913497	720602.3	733444.2
731	320693	233418.7	687161.5	5913498	720617.9	733445.1
732	320711.2	233419.7	687179.7	5913499	720636.1	733446.2
733	320734.5	233421	687203	5913501	720659.4	733447.4
734	320756.7	233422.1	687225.1	5913502	720681.6	733448.6
735	320778	233423.2	687246.4	5913504	720702.9	733449.7
736	320792.1	233424.3	687260.5	5913505	720716.9	733450.7
737	320799.7	233424.8	687268.1	5913505	720724.6	733451.3
738	320899	233429.7	687367.3	5913512	720823.9	733456.2
739	320975	233432.7	687443.2	5913516	720899.8	733459.1
740	321070.4	233434.7	687538.6	5913519	720995.2	733461.2
741	321088.2	233435.1	687556.3	5913520	721013	733461.5
742	321092.2	233435.5	687560.4	5913520	721017.1	733462
743	321094.9	233435.9	687563.1	5913521	721019.7	733462.4
744	321103.1	233438	687571.2	5913523	721027.9	733464.5
745	321106.7	233439.7	687574.8	5913525	721031.5	733466.1
746	321114	233445.8	687582	5913531	721038.8	733472.3
747	321121.6	233452.9	687589.5	5913538	721046.4	733479.3
748	321123.9	233456.2	687591.7	5913541	721048.7	733482.7
749	321127.9	233464.3	687595.7	5913550	721052.8	733490.8
750	321127.6	233491.3	687595	5913576	721052.4	733517.8
751	321128.9	233505.4	687596.1	5913591	721053.7	733531.8
752	321129.3	233510.2	687596.4	5913595	721054.1	733536.6
753	321129	233519.7	687596	5913605	721053.8	733546.1
754	321129.1	233521.5	687596	5913607	721053.9	733547.9
755	321135.3	233557.8	687601.7	5913643	721060.1	733584.2
756	321147.3	233578.5	687613.4	5913664	721072.1	733604.9
757	321161.3	233600.6	687627.1	5913686	721086.1	733627
758	321179.1	233600.9	687644.9	5913687	721103.9	733627.3
759	321200.7	233601.4	687666.5	5913688	721125.5	733627.8
760	321230.3	233601.7	687696.1	5913690	721155.1	733630.1
761	321272	233605.2	687737.7	5913692	721196.8	733631.6
762	321275	233606.2	687740.8	5913693	721199.8	733632.6
763	321278.7	233608.1	687744.4	5913695	721203.5	733634.5
764	321282.5	233610.5	687748.1	5913698	721207.3	733636.9
765	321285.3	233612.7	687751	5913700	721210.1	733639.1
766	321292.3	233619.7	687757.8	5913707	721217.1	733646.1
767	321295.3	233624.3	687760.8	5913712	721220.2	733650.7
768	321296.6	233626.8	687762.1	5913714	721221.4	733653.3
769	321297.9	233629.8	687763.2	5913717	721222.6	733656.3
770	321299.2	233634	687764.5	5913722	721224	733660.5
771	321299.9	233637.2	687765.2	5913725	721224.7	733663.7
772	321301.6	233644.6	687766.7	5913732	721226.3	733671
773	321300.5	233667.8	687765.3	5913755	721225.2	733694.2
774	321299.2	233685.9	687763.8	5913773	721224	733712.3
775	321297.2	233701.7	687761.6	5913789	721222	733728.1

776	321298.3	233708.9	687762.5	5913796	721223	733735.3
777	321298.5	233715.5	687763.7	5913802	721224.2	733740.4



778	321303	233729	687767	5913817	721227.8	733755.4
779	321303.9	233732.5	687767.9	5913820	721228.7	733758.9
780	321306.8	233740.1	687770.6	5913828	721231.5	733766.5
781	321308.4	233745.5	687772.2	5913833	721233.2	733771.9
782	321310.1	233750.2	687773.8	5913838	721234.8	733776.6
783	321312.8	233756.4	687776.4	5913844	721237.6	733782.8
784	321315.2	233761.5	687778.7	5913849	721239.9	733787.9
785	321318.3	233767.1	687781.8	5913855	721243.1	733793.5
786	321320.4	233769.6	687783.8	5913857	721245.2	733796
787	321321.3	233772.3	687786.7	5913860	721248.1	733798.7
788	321326.4	233774.6	687789.8	5913862	721251.2	733801
789	321329.4	233776.4	687792.7	5913864	721254.2	733802.8
790	321331.7	233777.2	687795	5913865	721256.5	733803.6
791	321337.8	233777.3	687801.1	5913865	721262.6	733803.7
792	321353.5	233778.2	687816.8	5913866	721278.3	733804.6
793	321375.4	233781.5	687838.6	5913870	721300.1	733807.8
794	321376.9	233781.5	687840.1	5913870	721301.6	733807.9
795	321379.2	233781.7	687841.5	5913870	721303	733809.1
796	321379.3	233781.6	687842.6	5913870	721304.1	733808
797	321383.6	233774.8	687846.9	5913863	721308.3	733801.2
798	321386.6	233770.2	687850	5913859	721311.4	733796.6
799	321388.7	233768.1	687852.1	5913857	721313.5	733794.5
800	321389.3	233767.7	687852.7	5913856	721314.1	733794.1
801	321392.1	233765.9	687855.5	5913855	721316.8	733792.3
802	321395.6	233764.8	687859	5913854	721320.3	733791.2
803	321399	233764.5	687862.4	5913853	721323.7	733790.9
804	321408.9	233766	687872.3	5913855	721333.7	733792.4
805	321416.2	233767.3	687879.6	5913856	721341	733793.7
806	321425.6	233771.6	687888.9	5913861	721350.3	733798
807	321438.7	233777.7	687901.9	5913867	721363.4	733804.1
808	321445.9	233781.2	687909.1	5913871	721370.6	733807.6
809	321447.1	233781.8	687910.3	5913871	721371.8	733808.2
810	321449.1	233783.4	687912.3	5913873	721373.8	733809.8
811	321450.3	233784.8	687913.5	5913874	721375.1	733811.2
812	321451.5	233787.3	687914.6	5913877	721376.2	733813.7
813	321452.1	233789.5	687915.2	5913879	721376.9	733815.7
814	321452.5	233791.8	687915.6	5913881	721377.2	733818.2
815	321453.5	233794.4	687916.5	5913884	721378.2	733820.8
816	321454.9	233797.6	687917.9	5913887	721379.6	733824
817	321456	233799.9	687919	5913890	721380.8	733826.3
818	321456.7	233801.4	687919.7	5913891	721381.5	733827.7
819	321459.9	233806.9	687922.7	5913897	721384.6	733833.3
820	321463.5	233806.9	687926.4	5913897	721388.3	733833.3
821	321465.2	233804.8	687928.1	5913895	721389.9	733831.2
822	321472.2	233796.4	687935.2	5913896	721396.9	733822.8

823	321482	233776.6	687945.3	5913867	721406.7	733803
824	321600.5	233728.5	688064.4	5913820	721525.2	733754.9
825	323514.1	232951.8	689988.4	5913071	723438.4	732978.3
826	323528.8	232945.7	690003.1	5913065	723453.1	732972.2
827	323551.1	232935.6	690025.6	5913055	723475.4	732962.1
828	323573.2	232924.8	690047.8	5913044	723497.5	732951.3
829	323594.9	232913.3	690069.6	5913033	723519.1	732939.8
830	323616.2	232901	690091.1	5913021	723540.4	732927.6
831	323637	232888.1	690112.1	5913009	723561.3	732914.7
832	323657.5	232874.5	690132.8	5912995	723581.7	732901.1
833	323677.5	232860.3	690153	5912981	723601.7	732886.9
834	323697	232845.4	690172.7	5912967	723621.2	732872
835	323716	232829.9	690191.9	5912951	723640.2	732856.4
836	323734.5	232813.7	690210.6	5912936	723658.7	732840.3
837	323752.4	232797	690228.8	5912919	723676.7	732823.6
838	323769.8	232779.7	690246.4	5912902	723694.1	732806.3
839	323786.6	232761.8	690263.5	5912884	723710.9	732788.4
840	323802.9	232743.4	690280	5912866	723727.1	732770

841	323818.5	232724.4	690295.9	5912847	723742.7	732751
842	323833.5	232705	690311.1	5912828	723757.7	732731.6
843	323838.1	232698.7	690315.9	5912822	723762.4	732725.3
844	323903.9	232608.5	690382.9	5912733	723828.1	732635.1
845	323913.6	232594.9	690392.8	5912719	723837.8	732621.5
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847	323940.3	232553.7	690420	5912678	723864.5	732580.3
848	323952.6	232532.4	690432.6	5912657	723876.8	732559.1
849	323964.2	232510.8	690444.6	5912636	723888.4	732537.5
850	323975.2	232488.8	690455.8	5912614	723899.4	732515.5
851	323985.3	232466.5	690466.3	5912592	723909.5	732493.2
852	323994.8	232443.8	690476	5912569	723919	732470.5
853	324003.5	232420.9	690485	5912547	723927.7	732447.6
854	324011.4	232397.7	690493.3	5912524	723935.6	732424.3
855	324018.6	232374.2	690500.8	5912500	723942.8	732400.9
856	324025	232350.5	690507.6	5912477	723949.2	732377.2
857	324030.7	232326.6	690513.5	5912453	723954.8	732353.3
858	324034.8	232305.8	690518	5912432	723959	732332.5
859	326934.7	230669.1	693439.9	5910836	726858.2	730696.1
860	326957.6	230532.2	693464.8	5910700	726881.1	730559.3
861	326996.2	230452.3	693504.5	5910620	726919.7	730479.4
862	327139.3	230278.2	693650	5910448	727062.8	730305.4
863	327269.7	230144.1	693782.3	5910316	727193.2	730171.2
864	327479.9	230035.3	693993.9	5910210	727403.4	730062.5
865	327690.9	229979.4	694205.6	5910157	727614.3	730006.6
866	327981.9	229975.3	694496.6	5910157	727905.3	730002.5
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869	329779.3	229420.3	696301.3	5909628	729702.2	729447.6

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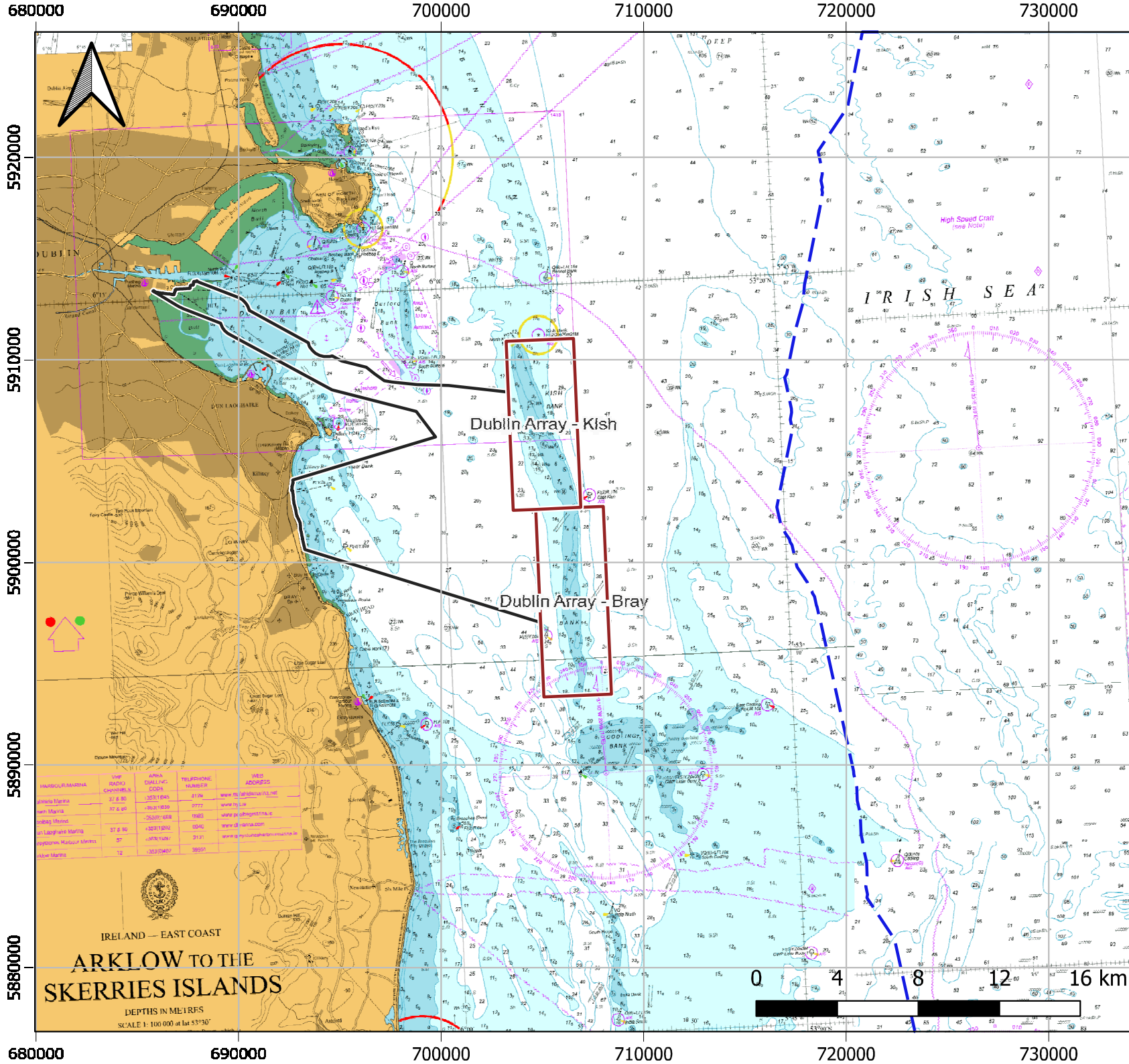
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875	336766.1	228097.6	703304.8	5908403	736687.5	728125.1
876	336766.4	228097.6	703305.1	5908403	736687.8	728125.1
877	336933.9	222260	703554.2	5902569	736855.3	722288.8
878	338046.7	222292	704666.2	5902617	737967.8	722320.8
879	338208.2	216703.6	704905.8	5897032	738129.2	716733.5
880	338207.5	216703.8	704905.1	5897032	738128.5	716733.8
881	326614.9	220460.5	693263.1	5900626	726538.5	720489.7



Provided that the Subsidiary Area shall not include any part of the maritime area that is not State-owned.

(c) **The Infrastructure Corridor**

See the definition in condition 1.1(o).



Dublin Array Offshore Wind Farm  
2022-MAC-004

**Legend**

- 12 Nautical Mile Limit
- Dublin Array OWF  
MAC Cable Corridor
- Dublin Array OWF  
MAC Array Area



Coordinate Reference System: EPSG: 32629  
Date: 30/08/2022  
Author: KZ  
Revision: 00

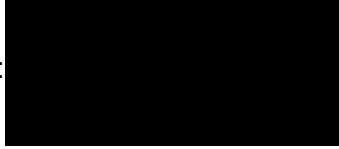
## **APPENDIX 2**

### REHABILITATION SCHEDULE

**Section 86(5) Amendment**

Maritime Area Consent: No. 2022-MAC-003 and 004 is hereby amended by the Grantor pursuant to section 86(5) of the Act.

Signed:



Date: 05/12/2024

Maritime Area Regulatory Authority

MARITIME AREA CONSENT

OPERATIONS AND MAINTENANCE FACILITY, DUN LAOGHAIRE HARBOUR

No. MAC20230012

HOLDER: BRAY OFFSHORE WIND LIMITED AND KISH OFFSHORE WIND LIMITED

**AMENDMENTS TO MAC20230012**

<b>Amendment No.</b>	<b>Date of Amendment</b>	<b>Amended condition/schedule</b>	<b>Detail of amendment</b>
Amendment A.1	05/12/2024	Particulars Schedule	Extension of date by which application for Development Permission must be submitted from 23 December 2024 to 23 March 2025.

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MAC No.	MAC20230012
Grantor:	Maritime Area Regulatory Authority
Grantor address:	2nd Floor, Menapia House, Drinagh Business Park, Drinagh, Wexford, Y35 RF29
Grantor email:	mac@mara.gov.ie
Holder:	Kish Offshore Wind Limited, Company Registration no. 385489 Bray Offshore Wind Limited, Company Registration no. 385488
Holder registered address:	Kish Offshore Wind Limited and Bray Offshore Wind Limited Unit 5 Desart House, Lower New Street, Kilkenny, Ireland, R95 H488
Holder email:	[REDACTED] (primary contact) [REDACTED] (secondary contact) [REDACTED] (tertiary contact)
Commencement Date:	30 October 2024
Term:	45 years
Levy Payment Date:	One month after the Commencement Date and on every succeeding anniversary thereafter for the Term.
Consent Area:	That part of the maritime area marked red on the map attached hereto
Permitted Maritime Usage:	The construction, use, and operation, of operations and maintenance infrastructure for an offshore wind farm which includes a 60m to 70m pontoon and ancillary services, an access gangway, associated enabling works, partial removal of existing fender structure, decommissioning, demolition, and any other works required on foot of any development permission relating to the infrastructure.
Date by which application for Development Permission must be submitted (subject to Phasing Schedule where applicable):	[A.1 23 March 2025]
Appendix containing spatial representation of the Consent Area:	Appendix 1
Appendix containing Rehabilitation Schedule :	Appendix 2 [To be attached to this Consent following the grant of Development Permission]



## 1. DEFINITIONS

- 1.1 In this Consent, the terms are as defined in the Act as applicable unless otherwise stated here.
- (a) **“Act”** means the Maritime Area Planning Act 2021 as amended.
  - (b) **“Business Day”** means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed or a payment is to be made.
  - (c) **“Change of Control”** means the sale or transfer of twenty percent or more of the shares or voting rights in respect of the Holder or a Supporting Entity of the Holder excluding a listed company with a market capitalisation of more than €100 million Euro.
  - (d) **“Commencement Date”** means the date identified as the Commencement Date on the Particulars Schedule.
  - (e) **“Consent”** means this maritime area consent and any part, schedule or appendix to it, as may be amended in accordance with the Act and the terms hereof.
  - (f) **“Consent Area”** means the geographical area identified as the Consent Area in Appendix 1.
  - (g) **“Development Permission”** has the meaning ascribed to it in the Act, and, where the context requires, means any development permission granted for the Permitted Maritime Usage.
  - (h) **“Encumber”** means the placing of a charge, mortgage, lien or other burden on all or part of the Consent Area to include lodging this Consent with anyone as collateral for loans and Encumbrance shall be construed accordingly.
  - (i) **“Euro”** means the single currency of participating member states of the European Union or such replacement equivalent currency thereof.
  - (j) **“Force Majeure”** means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Consent, the Act, or the Planning and Development Act 2000, as amended, including:

- (i) acts of terrorists or protesters;
- (ii) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
- (iii) sabotage, acts of vandalism, criminal damage or the threat of such acts;
- (iv) plague, epidemic, pandemic (excluding COVID-19 or any related strains);
- (v) extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Éireann over the previous ten years;
- (vi) the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;
- (vii) any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;
- (viii) 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 Consent;
- (ix) the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Consent, other than due to an act or omission of the Holder;

provided that Force Majeure shall not include:

- (A) lack of funds and/or the inability of a party to pay;
- (B) mechanical or electrical breakdown or failure of machinery, plant or other facilities owned or utilized by any party other than as a result of the circumstances identified in sub-clauses (i) to (ix), above; or
- (C) any strike or industrial action not falling within sub-clause (vii) above.

(k) **“The Grantor”** means the Maritime Area Regulatory Authority, save where the

context otherwise requires.

- (l) **“The Insured Risks”** means any or all of the following risks: fire, storm, flood, earthquake, lightning, explosion, riot, civil commotion, labour disturbance and malicious damage or impact of any vehicle, airborne aircraft, vessel or floating object, or anything or part fallen from same and such other risks as the Grantor may in his absolute discretion from time to time reasonably determine.
- (m) **“Law”** means any Act of the Oireachtas, regulation, statutory instrument, European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorization, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Consent.
- (n) **“Levy”** means the annual sum specified by the Grantor pursuant to condition 8 and payable by the Holder in accordance with the provisions thereof.
- (o) **“Particulars Schedule”** means the Schedule of information on the third and fourth page of this Consent.
- (p) **“The Permitted Maritime Usage”** means the maritime usage identified as the Permitted Maritime Usage in the Particulars Schedule together with all ancillary activities reasonably necessary thereto.
- (q) **“Phasing Schedule”** means the schedule describing the phases of the Permitted Maritime Usage and appended to this Consent in the Appendix identified as such in the Particulars Schedule.
- (r) **“The Public Engagement Plan”** means the plan that may be requested by the Grantor pursuant to condition 10
- (s) **“Supporting Entity”** means the entity that has provided and continues to have in place a guarantee in favour of the Grantor guaranteeing the Holder’s financial commitments or obligations under this Consent as specified in the guarantee.
- (t) **“Term”** means the period of time identified as the Term in the Particulars Schedule commencing on the Commencement Date, subject to the provisions in this Consent and the Act for termination prior to the expiry of the Term, in which case the Term shall mean the Term up to the date of such determination and expressions such as the last year of the Term shall be construed accordingly.

## **2. INTERPRETATION**

- 2.1 Where two or more persons are included in the expression “the Grantor” or “the Holder”, such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Grantor or the Holder shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires:
- (a) words importing a person include any unincorporated association or corporate body and vice versa;
  - (b) any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
  - (c) any reference to the singular includes reference to the plural.
- 2.3 Any covenant in this Consent by the Holder not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 2.4 To the extent that there is a conflict between this Consent and the applicable provisions of the Act, the interpretation of the Act shall prevail.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity there-from.
- 2.6 Headings are inserted for convenience only and do not affect the construction or interpretation of this Consent.
- 2.7 Any reference to a condition, clause, sub-clause or schedule means a condition, clause, sub-clause or schedule of this Consent unless expressly stated otherwise.
- 2.8 References to “month” or “months” mean a calendar month or months.

## **3. GRANT OF CONSENT**

- 3.1 This Consent is granted by the Grantor to the Holder pursuant to section 81(1)(a) of the Act.
- 3.2 The rights and entitlements conferred by this Consent shall (subject to condition 4) endure for the Term.
- 3.2.1 The Term of this Consent in respect of Consent Area shall be as specified in the Particulars Schedule beginning on the Commencement Date.
- 3.3 This Consent is subject to the terms and conditions contained herein and in the Act.
- 3.4 This Consent permits the Holder, subject to condition 4 and the conditions otherwise herein contained:
- (a) To occupy the Consent Area on a non-exclusive basis for the purpose of carrying out the Permitted Maritime Usage strictly in accordance with the conditions attached to this Consent and the requirements of the Act.
  - (b) Upon prior written notice to the Grantor, to occupy and use so much of the maritime area adjacent to the Consent Area on a temporary basis where such use and occupation is reasonably required by the Holder to carry out the Permitted Maritime Usage in the manner provided in condition 3.4(a) or fulfil a provision of an authorisation by or under another enactment (whether such authorisation takes the form of a licence, consent, approval or any other type of authorisation), subject to obtaining and complying with all and any necessary Development Permissions and other authorisations necessary for such occupation and/or use.
  - (c) The right of the Holder to occupy the Consent Area shall endure only for the Term and is subject to condition 3.2 above.
- 3.5 This Consent does not confer on the Holder any estate or proprietary interest in the Consent Area or any other part of the maritime area and for the avoidance of doubt the Grantor and/or the State may at any stage during the Term grant maritime area consents, licences and other authorisations of any kind in respect of the Consent Area for any other maritime usages.
- 3.6 For the avoidance of doubt, this Consent is not a development consent, development permission or planning permission and does not operate to relieve

the Holder of any legal obligation to obtain development consent, development permission or planning permission to carry out any development on the Consent Area or any other part of the maritime area.

#### **4. COMMENCEMENT OF THE RIGHT OF OCCUPATION**

4.1 Notwithstanding the Term Commencement Date, the Holder shall not obtain any right to occupy the Consent Area pursuant to condition 3.4 and shall not commence any works, activities or operations associated with the Permitted Maritime Usage in the Consent Area unless and until:

(a) the Holder has obtained Development Permission for the Permitted Maritime Usage (being Development Permission that is consistent with this Consent as in force from time to time);

and

(b) the Holder has obtained all other authorisations (whether the authorisation takes the form of the grant of a licence, consent, approval or any other type of authorisation) required under any other enactment in order to enable the Holder to commence the Permitted Maritime Usage.

4.2 In the event Development Permission is being sought in phases relating to parts only of the Consent Area, a right to occupy shall not arise in respect of any part of the Consent Area concerned until the Holder has complied with conditions 4.1 in respect of that part.

4.3 The provisions of this condition 4 shall not operate to waive or postpone the performance of any other obligations of the Holder under this Consent.

#### **5. REQUIREMENT FOR DEVELOPMENT PERMISSION**

5.1 The Holder shall submit an application for Development Permission relating to the Permitted Maritime Usage the subject of this Consent on or before the date set out in the Particulars Schedule. This date may be extended on request in writing by the Holder and provided the Grantor is satisfied that there are reasonable grounds for doing so and the extension does not constitute a material amendment to this Consent. The application for Development Permission shall have attached to it a Rehabilitation Schedule, within the meaning of section 95 of the Act.

5.2 In the event that Development Permission for the Permitted Maritime Usage is refused, or the required application is not made in accordance with the requirements of condition 5.1, the provisions of condition 23 and section 144 (1)(c)(ii) of the Act shall apply.

5.3 In the event that Development Permission for the Permitted Maritime Usage is granted, the following provisions shall apply:

(a) The Holder shall furnish the Grantor with a copy of the said Development Permission as soon as practicable after it has been granted.

(b) The Holder shall give the Grantor a copy of any material alteration to the Development Permission as soon as practicable after the alteration has been made.

(c) If there is an irreconciliation between a provision of this Consent and a provision of the Development Permission for the Permitted Maritime Usage, the provisions of this Consent shall be deemed to be amended to the extent necessary to remove that irreconciliation in favour of the Development Permission in accordance with section 87 of the Act.

## **6. COMPLIANCE WITH DEVELOPMENT PERMISSION**

6.1 The Holder shall comply with any Development Permission granted in respect of the Permitted Maritime Usage.

## **7. COMPLIANCE WITH THIS CONSENT AND APPLICABLE LAWS**

7.1 The Holder shall not use the Consent Area for any purpose other than the Permitted Maritime Usage.

7.2 The Holder shall not carry out any works, activities or operations in the Consent Area other than those authorised by this Consent.

7.3 The Holder shall at all times comply with and ensure that all works, activities or operations associated with the Permitted Maritime Usage are in accordance with all applicable Laws and the terms and conditions of this Consent.

7.4 The Holder shall give MARA not less than 14 days advance notice in writing before the commencement of any works in the Consent Area.

7.5 The Holder shall ensure that contractors, and their subcontractors, are made aware of all conditions in this Consent and of the Development Permission.

## **8. LEVY**

8.1 The Holder shall pay to the Grantor the Levy specified by the Grantor within one month from the Commencement Date and on every succeeding anniversary for the Term of this Consent.

8.2 The Levy is in accordance with the levy framework established by the Grantor pursuant to section 92 of the Act and is subject to review and amendment in accordance with same.

8.3 All payments by the Holder in connection with this Consent shall be made in accordance with the written instructions of the Grantor and shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.

8.4 If any amount which is payable under this Consent has not been paid on or before the date that payment is due, the Grantor is to be paid interest on the outstanding amount at the rate prescribed in accordance with section 169(2) of the Act or, if no such rate stands subscribed, at the rate of 2 per cent, such interest to be calculated from the date that payment was due until the date of actual repayment.

8.5 Without prejudice to all and any other remedies under this Consent, the Act and at Law, the Grantor may institute proceedings for recovery of any sum due and owing by the Holder to the Grantor in accordance with this Consent or the Act as a simple contract debt in any court of competent jurisdiction.

8.6 In exceptional circumstances, the Grantor may in its absolute discretion grant a moratorium on the payment of the Levy, subject to such conditions as may be imposed. Such moratorium may operate as a deferral or a waiver of the Levy but unless expressly stated to be a waiver, any such moratorium shall be a deferral only.

## **9. OUTGOINGS**

9.1 In addition to its obligation to pay the Levy to the Grantor, the Holder shall pay and discharge to the proper recipient thereof:



- (a) All rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever charged, levied, assessed, imposed upon or payable by the Holder in respect of the Consent Area associated with the Permitted Maritime Usage.
- (b) All costs associated with the Permitted Maritime Usage and the continued operation and use thereof including the cost of any work which the Grantor may have to do to facilitate any act or thing hereby authorised.

#### **10. PUBLIC ENGAGEMENT PLAN**

- 10.1 If requested by the Grantor, the Holder shall prepare a Public Engagement Plan concerning all matters relating to the Permitted Maritime Usage for the Grantor's approval and, if approved, the Holder shall publish, maintain, update and adhere to the Public Engagement Plan.

#### **11. FIT AND PROPER PERSON**

- 11.1 The Holder shall for the duration of the Term continue to be a fit and proper person within the meaning of Schedule 2 to the Act.

#### **12. COLLATERAL AND FINANCING**

- 12.1 The Holder shall not create, extend or permit to subsist any encumbrance or security or interest of any kind over this Consent or otherwise use it as security for any borrowings or other liability whatsoever, without the prior written consent of the Grantor to be granted or refused at the Grantor's sole discretion and subject to such terms and conditions as the Grantor may specify.
- 12.2 The Grantor at its sole discretion may at the request of the Holder, without any obligation to do so, consider amendments to this Consent, to facilitate the financing of the project.

#### **13. SAMPLES AND INFORMATION**

- 13.1 The Holder shall keep records and/or samples, relating to the Consent Area for any scientific purpose in accordance with Section 104 of the Act, on request from the Grantor.

#### **14. CHANGE IN CIRCUMSTANCES**

- 14.1 The Holder shall provide the Grantor with notice in writing of any material change

of circumstances within the meaning of section 136 of the Act.

## **15. INDEMNITY**

15.1 The Holder shall keep the Grantor, the State, and their officers, servants, visitors, agents and employees fully indemnified from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities:

- (a) arising directly or indirectly from the undertaking of the Permitted Maritime Usage the subject of this Consent; and
- (b) arising directly or indirectly from a failure by the Holder to comply with:
  - (i) any of the provisions of this Consent;
  - (ii) any provision of the Act relevant to this Consent; or
  - (iii) a provision of one or more than one condition attached, or deemed to be attached, to this Consent.

15.2 Without prejudice to the generality of the foregoing, the Holder shall make good all loss sustained by the Grantor in consequence of any breach by the Holder of any covenants or conditions herein.

## **16. INSURANCE**

16.1 Without prejudice to the Holder's liability to indemnify the Grantor which shall be unlimited (and others as specified in condition 15), the Holder shall, prior to the commencement of occupation of the Consent Area:-

- (a) insure and keep insured, in an insurance office licensed to operate in the State or which has received authorisation to operate in the State in accordance with Article 14 of Directive 2009/138/EC in the joint names of the Grantor and the Holder in the full reinstatement cost thereof or in the sum not less than the estimated maximum loss amount as determined by a suitably qualified and experienced independent consultant (to be approved from time to time by the Grantor or his surveyor and including an inflationary factor) the Consent Area and all structures and chattels thereon and the fixtures and fittings therein (if any) against loss or damage by the Insured Risks, including demolition and site clearance expenses, architects' and other fees and taxes in relation to the reinstatement of the Consent

Area, and where available on the market such policy to include a non-invalidity clause acceptable to the Grantor (such joint policy or policies, if required, to contain a non-vitiating clause whereby subject to the terms, conditions, limitations of the policy or policies, any non-disclosure, mistake or misrepresentation of a material fact by the Holder gives sufficient reason for the insurer to prove the insurance policy to be void, the Grantor will not be denied the protection of the policy);

- (b) effect and keep in force a public liability insurance policy of indemnity in the joint names of the Grantor and Holder in an insurance office licensed to operate in the State with a limit of €6,500,000 (six million and five hundred Euro) (or such increased amount as the Grantor may from time to time reasonably determine) in respect of any one claim or a series of claims arising out of a single occurrence (except for pollution and products liability cover which may be on an annual aggregate basis if unavailable on a single occurrence basis) for any damage, loss or injury which the Grantor or Holder may be legally liable for which may occur to any property (not being the property of the Grantor or the Holder) or to any person by or arising out of the Permitted Maritime Usage and exercise of the rights granted in this Consent;
- (c) effect and keep in force an employer's liability insurance policy of indemnity in the name of the Holder in an insurance office licensed to operate in the State with a limit of €13,000,000.00 (thirteen million Euro) for any one claim or a series of claims arising out of a single occurrence. This policy should include an indemnity to principles clause with a specific indemnity to the Grantor;
- (d) in the event that the Consent Area or any part thereof, shall be damaged by any of the Insured Risks, then and as often as shall happen, apply all monies received in respect of such insurance as aforesaid as soon as practicable in or upon reinstating the Consent Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency;
- (e) whenever required to do so by the Grantor, produce to the Grantor for inspection evidence of insurances, including certificates together with evidence of payment for renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Grantor by the Holder's insurers, and to comply with all conditions pertaining to any such policy or policies;

- (f) not do or omit to do anything which might cause any policy of insurance (if required) relating to the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage to become void or voidable, wholly or in part, nor (unless the Holder has previously notified the Grantor and the Holder has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable;
- (g) as soon as reasonably practicable notify the Grantor in writing of the making of any claim under any policy of insurance which is required to be held in connection with this Consent and to provide the Grantor with all information in relation to any such claim;
- (h) ensure that any contractors, servants or agents of the Holder engaged in connection with activities in the Consent Area or otherwise in connection with this Consent have appropriate insurance and that evidence of such insurance policies shall be provided to the Grantor as soon as is reasonably practicable;

16.2 Where the Grantor deems that the limit of the public liability insurance policy in 16.1(b) should be increased having regard to changes in circumstances (including but not limited to inflation, increased costs and changes in the value of money) then the Grantor may notify the Holder of the required increase, and the Holder shall increase the relevant policy limit within 90 Business Days of the receipt of such notification subject to any extension as may be permitted by the Grantor following a written request by the Holder.

## **17. INSPECTION AND INVESTIGATIONS**

17.1 The Grantor may conduct or cause to be conducted such investigations, inspections and enquiries in connection with this Consent as it sees fit.

17.2 Without prejudice to the generality of condition 17.1, and to all other rights of the Grantor to enter upon the Consent Area, the Grantor shall have the right to:

- (a) enter the Consent Area for the purposes of enabling the Grantor to carry out inspections (including periodic inspections) for the purposes of ascertaining whether or not there has been a contravention of a provision of this Consent, the Act, or one or more conditions attached or deemed to be attached to this Consent.

or

(b) enter the Consent Area if the Grantor has reason to believe that the Holder has contravened –

(i) a provision of this Consent,

(ii) a provision of the Act; or

(iii) a provision of one or more conditions attached, or deemed to be attached, to this Consent,

17.3 The Holder shall cooperate and assist the Grantor in the Grantor's performance of its functions under and in relation to this Consent and the Act.

17.4 The Holder acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Consent is without prejudice to the Holder's rights and obligations under this Consent, the Act or at Law and no failure or delay in taking any action arising from such investigation, inspection or enquiry shall amount to a waiver of any such rights or relieve the Holder from any such obligations; and does not amount to an acknowledgement by the Grantor, or any officer, servant or agent of the Grantor, that the Holder has complied with or is in compliance with this Consent, the Act or Law in relation to any matters to which the investigation, inspection or enquiry relates.

## **18. ENFORCEMENT**

18.1 Without prejudice to any other remedies available pursuant to this Consent and at law, any breach of this Consent or the Act may lead to the Grantor taking enforcement action pursuant to Part 6 of the Act. Such enforcement action may include the imposition of sanctions on the Holder including termination, revocation and suspension.

## **19. REHABILITATION**

19.1 The Holder shall before the expiration of this Consent, rehabilitate the Consent Area, and any other part of the maritime area, adversely affected by the Permitted Maritime Usage in accordance with the requirements of the Rehabilitation Schedule to be attached to this Consent following the grant of Development Permission (as may be amended in accordance with the requirements of this Consent).

- 19.2 This obligation does not relieve the Holder from any obligation to apply for or obtain any other authorisations (whether the authorisation takes the form of the grant of a licence, consent, approval or any other authorisation) required under the Act or any other enactment in order to enable that Holder to discharge that obligation.
- 19.3 The Holder shall comply with any notice given by the Grantor pursuant to Section 97 of the Act requiring the Holder to make an application within the period set out in the notice for development permission to amend or replace the Rehabilitation Schedule to take account of the matters set out in the notice.
- 19.4 Notwithstanding termination or revocation of this Consent pursuant to this Consent or the Act, the Holder must continue to comply with the obligations under this condition 19 and section 96 of the Act to the extent as agreed by the Grantor in all the circumstances of the case.

## **20. REHABILITATION FINANCIAL PROVISION**

- 20.1 The provisions of this condition 20 are subject to the requirements of any Development Permission authorising the Permitted Maritime Usage and section 87 of the Act shall apply to any irreconciliation arising.
- 20.2 Not later than 5 years before the expiration of this consent or such earlier date as the Grantor shall in its sole discretion determine, the Holder shall establish an account with an account bank nominated by the Holder and approved by the Grantor (the "Secured Account") into which certain payments are made in such amounts as required by the Grantor based on its assessment of the rehabilitation costs attributable to the Consent Area. The Secured Account will be subject to:
- (a) a first ranking charge in favour of the Grantor;
  - (b) any other security required by the Grantor; and
  - (c) will contain funds sufficient to:
    - (i) Ensure the proper performance of the Holder's obligations pursuant to condition 19 and Chapter 8 of Part 4 of the Act in relation to the rehabilitation of the Consent Area and if necessary any other part of the maritime area adversely affected by the Permitted Maritime Usage, as may be determined by, and to the satisfaction of, the Grantor,

- (ii) Cover any other liabilities which may be incurred in relation to any rehabilitation whether pursuant to this Consent or otherwise.

20.3 The following provisions apply to determining the amount of the funds to be deposited in the Secured Account:

- (a) the amount of the funds required must at all times be acceptable to the Grantor;
- (b) the Holder shall make and complete such deposits to the Secured Account in euro (€) as are required to ensure that, at any given time, there is standing to the credit of the Secured Account (in cleared funds) an amount equal to, or greater than, the amount (if any) as determined by the Grantor based on its assessment of the rehabilitation costs attributable to the Consent Area. The amount will be agreed by the Grantor having regard to the estimated costs of rehabilitation from time to time;
- (c) the estimated costs of rehabilitating the relevant parts of the Consent Area and if necessary, any other part of the maritime area, adversely affected by the Permitted Maritime Usage and any other liabilities which the Grantor reasonably considers may be incurred by the Holder of this Consent or otherwise.

20.4 The right to demand under a rehabilitation financial provision is without prejudice to any other remedies available to the Grantor under this Consent or at Law.

20.5 The Holder shall deliver a certificate of completion of rehabilitation by an appropriate expert that confirms that rehabilitation has been completed in accordance with the Rehabilitation Schedule. Following receipt of this certificate the Grantor may carry out an inspection to determine if rehabilitation has been completed in accordance with the Rehabilitation Schedule. When the Grantor is satisfied that rehabilitation has been completed in accordance with the Rehabilitation Schedule, the Grantor shall execute a deed of release of its security over the Secured Account.

## **21. AMENDMENTS TO THIS CONSENT**

21.1 Section 86 of the Act shall apply to any application to amend this Consent (other than a deemed amendment pursuant to Section 87 of the Act).

## **22. SURRENDER**

22.1 Sections 88 and 89 of the Act shall apply to any application by the Holder to surrender this Consent.

## **23. AUTOMATIC TERMINATION**

23.1 Without prejudice to any other remedies available pursuant to this Consent and at Law, this Consent shall terminate immediately upon the occurrence of any of the events provided for in section 144(1) of the Act.

## **24. TERMINATION FOR BREACH**

24.1 Without prejudice to any other remedies available pursuant to this Consent and at Law, the Grantor may terminate this Consent for breach in accordance with section 144A of the Act.

## **25. ASSIGNMENT**

25.1 Where the Holder wishes to assign the benefit of this Consent to another entity, it shall make a joint application to the Grantor in accordance with section 85 of the Act for consent in writing to the assignment and, in the case of such application, all parts of the Act applicable to a Maritime Area Consent application and its determination under the Act, shall, with all necessary modifications, apply accordingly.

25.2 Condition 25.1 above shall not apply to any assignment which is within a class of assignments specified by the Minister by regulations in accordance with section 85(2A) of the Act as an assignment to which section 85(2) of the Act does not apply. The procedures or requirements that will apply to an application by the Holder or the proposed assignee, or both of them, to the Grantor for consent to an assignment which falls within such a class shall be specified by regulations.

25.3 Any assignment of this Consent purporting to be effected without the consent referred to in 25.1, or otherwise than in compliance with regulations made under section 85(2A) of the Act and condition 25.2 above, shall be void.

25.4 A Change of Control shall constitute a material breach of this Consent unless the provisions in condition 25.5 are complied with by the Holder and consent in writing is given by the Grantor.



25.5 In the event of a prospective Change of Control, the Holder shall, prior to any Change of Control becoming effective, make an application to the Grantor for consent in writing to the Change of Control and the provisions of Section 85 of the Act with all necessary modifications shall apply to the process of seeking and granting such consent as if the Holder as controlled after the prospective Change of Control was the 'proposed assignee' as provided for therein.

## **26. JOINT AND SEVERAL OBLIGATIONS**

26.1 Save where otherwise specified, any obligations of the Holder under this Consent are joint and several obligations.

## **27. FORCE MAJEURE**

27.1 Except as otherwise provided by this Consent, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Consent, the Act, or the Planning and Development Act 2000, as amended, by reason of Force Majeure:

- a. as soon as is reasonably practicable, the party affected by Force Majeure shall notify the other party, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other party during the period of Force Majeure;
- b. this Consent shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations of the other party, shall be suspended, provided that the suspension shall be of no greater scope and no longer duration than is required by the Force Majeure;
- c. subject to full compliance with this condition 27, during suspension of any obligation pursuant to sub clause (b), the relevant party or parties shall not be treated as being in breach of that obligation;
- d. the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Consent by reason of Force Majeure and to resume full performance of its obligations under this Consent as soon as is reasonably practicable;

- e. as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other party as to how best to give effect to their obligations under this Consent so far as is reasonably practicable during the period of the Force Majeure;
- f. upon cessation of a party's inability to perform all or any of its obligations under this Consent by reason of Force Majeure, that party shall notify the other party; and
- g. insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.

27.2 Condition 27.1(d) shall not require the settlement of any strike, walk-out, 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.

## **28. EXERCISE OF RIGHTS**

28.1 The Holder shall exercise this Consent in such a manner as not to cause damage or injury to the Consent Area (save for incidental damage caused in the completion of works in substantial compliance with the Development Permission), the Grantor, the occupants of the Consent Area and any other part of the maritime area affected by the Permitted Maritime Usage and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

## **29. NOTICES**

29.1 A notice that is required to be given under this Consent or in accordance with the Act shall be given in accordance with Section 170 of the Act.

## **30. RELATIONSHIP OF THE PARTIES**

30.1 Nothing in this Consent may be interpreted or construed as creating any landlord and tenant relationship, any tenancy in or right to possession of or any right of easement over or in respect of the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage, or any agency, association, joint venture or partnership between the Grantor and the Holder.

30.2 Except as is expressly provided for in this Consent, nothing in this Consent grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other party.

30.3 It is hereby certified for the purposes of Section 238 of the Companies Act 2014, as amended, that the Grantor is not a director or a person connected with a director of the Holder.

### 31. **SEVERANCE**

31.1 If any provision of this Consent is or becomes or is declared invalid, unenforceable or illegal by the courts of Ireland or by order of the relevant body of the European Union, that provision shall be severed and the remainder of this Consent shall remain in full force and effect.

31.2 The Holder shall comply with this Consent, as amended.

### 32. **GOVERNING LAW AND JURISDICTION**

32.1 This Consent and all other documents relating to it shall be governed by and construed only in accordance with the laws of Ireland.

32.2 The Holder hereby submits irrevocably to the exclusive jurisdiction of the courts of Ireland in respect of any dispute arising out of or in connection with this Consent.

32.3 This condition is for the benefit of the Grantor only. The Grantor shall not be prevented from taking proceedings against the Holder in any other courts with jurisdiction. To the extent allowed by law, the Grantor may take concurrent proceedings in any number of jurisdictions.

## **APPENDIX 1**

### **THE CONSENT AREA**

The Consent area is the part of the Maritime areas labelled Area A and B as shown for identification purposes on the attached map titled "Maritime Area Consent Map 1 of 1" surrounded by a red line (Map reference drawing number MAC20230012-001).

Provided that the MAC Area shall not include any part of the maritime area that is not State-owned.



Drawn by: MTM  
 Approved by: EM  
 Date: 19/06/2024  
 Drg. No.: MAC230012-001  
 Projection: ITM  
 Scale: 1:1,500 @A3

Notes:  
 1. Georeference using grid coordinate intersects shown.  
 2. Where the MAC adjoins or abuts land, islands or rocks, the High Water Mark as defined by the Chief Boundary Surveyor is the boundary of the MAC area.

# Maritime Area Consent Map 1 of 1 MAC20230012

Maritime Area Consent - Area A, 0.065ha  
 Maritime Area Consent - Area B, 0.031ha

High Water Mark-Chief Boundary Surveyor Grid Coordinate ITM

**MARA**  
 An Údarás Rialála Limistéir Mhuiri  
 Maritime Area Regulatory Authority

## **APPENDIX 2**

### **REHABILITATION SCHEDULE**

[To be attached to this Consent following the grant of Development Permission]

**Section 86(5) Amendment**

Maritime Area Consent: No. MAC20230012 is hereby amended by the Grantor pursuant to section 86(5) of the Act.

Signed:



Date: 05/12/2024

Maritime Area Regulatory Authority

MARITIME AREA CONSENT

GENERAL HARBOUR OPERATIONS AND OPERATIONS AND MAINTENANCE BASE,  
DUN LAOGHAIRE HARBOUR

No. MAC240020

HOLDER: DUN LAOGHAIRE RATHDOWN COUNTY COUNCIL, BRAY OFFSHORE  
WIND LIMITED AND KISH OFFSHORE WIND LIMITED



**AMENDMENTS TO 2022-MAC-007**

<b>Amendment No.</b>	<b>Date of Amendment</b>	<b>Amended condition/schedule</b>	<b>Detail of amendment</b>
Amendment A.1	05/12/2024	Particulars Schedule	Extension of date by which application for Development Permission must be submitted from 23 December 2024 to 23 March 2025.

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## PARTICULARS SCHEDULE

MAC No.	MAC240020
Grantor:	Maritime Area Regulatory Authority
Grantor address:	2nd Floor, Menapia House, Drinagh Business Park, Drinagh, Wexford, Y35 RF29
Grantor email:	mac@mara.gov.ie
Holder:	Dun Laoghaire Rathdown County Council Kish Offshore Wind Limited, Company Registration no. 385489 Bray Offshore Wind Limited, Company Registration no. 385488
Holder registered address:	Dun Laoghaire Rathdown County Council, County Hall, Marine Road, Dun Laoghaire, Co Dublin, A96 K6C9;  Kish Offshore Wind Limited, Unit 5 Desart House, Lower New Street, Kilkenny, Ireland; and  Bray Offshore Wind Limited, Unit 5 Desart House, Lower New Street, Kilkenny, Ireland,
<div style="background-color: black; width: 100px; height: 1.2em;"></div>	<div style="background-color: black; width: 100px; height: 1.2em;"></div> (primary contact) <div style="background-color: black; width: 100px; height: 1.2em;"></div> (primary contact) <div style="background-color: black; width: 100px; height: 1.2em;"></div> (secondary contact)
Commencement Date:	12 November 2024
Term:	45 years
Levy Payment Date:	One month after the Commencement Date and on every succeeding anniversary thereafter for the Term.
Consent Area:	That part of the maritime area marked red on the map attached hereto
Permitted Maritime Usage:	General harbour operations and the construction, use, and operation of an offshore wind farm operations and maintenance base , including all associated decommissioning, demolition, and any other works required on foot of any development permission relating to the harbour and operations and maintenance base.
Date by which application for Development Permission must be submitted (subject to Phasing Schedule where applicable):	[A.1 23 March 2025]
Appendix containing spatial representation of the Consent Area:	Appendix 1
Appendix containing Rehabilitation Schedule :	Appendix 2 [To be attached to this Consent following the grant of Development Permission]

## 1. DEFINITIONS

- 1.1 In this Consent, the terms are as defined in the Act as applicable unless otherwise stated here.
- (a) **“Act”** means the Maritime Area Planning Act 2021 as amended.
  - (b) **“Business Day”** means a day that is not a Saturday, Sunday or a bank or public holiday in a place where an act is to be performed or a payment is to be made.
  - (c) **“Change of Control”** means the sale or transfer of twenty percent or more of the shares or voting rights in respect of the Holder or a Supporting Entity of the Holder excluding a listed company with a market capitalisation of more than €100 million Euro.
  - (d) **“Commencement Date”** means the date identified as the Commencement Date on the Particulars Schedule.
  - (e) **“Consent”** means this maritime area consent and any part, schedule or appendix to it, as may be amended in accordance with the Act and the terms hereof.
  - (f) **“Consent Area”** means the geographical area identified as the Consent Area in Appendix 1.
  - (g) **“Development Permission”** has the meaning ascribed to it in the Act, and, where the context requires, means any development permission granted for the Permitted Maritime Usage.
  - (h) **“Encumber”** means the placing of a charge, mortgage, lien or other burden on all or part of the Consent Area to include lodging this Consent with anyone as collateral for loans and Encumbrance shall be construed accordingly.
  - (i) **“Euro”** means the single currency of participating member states of the European Union or such replacement equivalent currency thereof.
  - (j) **“Force Majeure”** means an event or circumstance or a combination of events and/or circumstances not within the reasonable control of a party which has the effect of delaying or preventing that party from complying with its obligations under this Consent, the Act, or the Planning and Development Act 2000, as amended, including:

- (i) acts of terrorists or protesters;
- (ii) war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;
- (iii) sabotage, acts of vandalism, criminal damage or the threat of such acts;
- (iv) plague, epidemic, pandemic (excluding COVID-19 or any related strains);
- (v) extreme weather or environmental conditions including lightning, fire, landslide, accumulation of snow or ice, meteorites or volcanic eruption or other natural disasters, measured by reference to local meteorological records published by Met Éireann over the previous ten years;
- (vi) the occurrence of radioactive or chemical contamination or ionizing radiation, explosion including nuclear explosion, pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds and impact by aircraft or other vehicles;
- (vii) any strike or other industrial action which is part of a labour dispute of a national or industry wide character occurring in Ireland;
- (viii) 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 Consent;
- (ix) the unavailability of essential infrastructure or services required to comply with obligations pursuant to this Consent, other than due to an act or omission of the Holder;

provided that Force Majeure shall not include:

- (A) lack of funds and/or the inability of a party to pay;
- (B) mechanical or electrical breakdown or failure of machinery, plant or other facilities owned or utilized by any party other than as a result of the circumstances identified in sub-clauses (i) to (ix), above; or
- (C) any strike or industrial action not falling within sub-clause (vii) above.

- (k) **“The Grantor”** means the Maritime Area Regulatory Authority, save where the context otherwise requires.
- (l) **“The Insured Risks”** means any or all of the following risks: fire, storm, flood, earthquake, lightning, explosion, riot, civil commotion, labour disturbance and malicious damage or impact of any vehicle, airborne aircraft, vessel or floating object, or anything or part fallen from same and such other risks as the Grantor may in his absolute discretion from time to time reasonably determine.
- (m) **“Law”** means any Act of the Oireachtas, regulation, statutory instrument, European Community obligation, direction of a regulatory or other competent authority, condition of any consent, authorization, licence or other permission granted by any regulatory or other competent authority and any decision of a court of competent jurisdiction, but does not include this Consent.
- (n) **“Levy”** means the annual sum specified by the Grantor pursuant to condition 8 and payable by the Holder in accordance with the provisions thereof.
- (o) **“Particulars Schedule”** means the Schedule of information on the third and fourth page of this Consent.
- (p) **“The Permitted Maritime Usage”** means the maritime usage identified as the Permitted Maritime Usage in the Particulars Schedule together with all ancillary activities reasonably necessary thereto.
- (q) **“Phasing Schedule”** means the schedule describing the phases of the Permitted Maritime Usage and appended to this Consent in the Appendix identified as such in the Particulars Schedule.
- (r) **“The Public Engagement Plan”** means the plan that may be requested by the Grantor pursuant to condition 10
- (s) **“Term”** means the period of time identified as the Term in the Particulars Schedule commencing on the Commencement Date, subject to the provisions in this Consent and the Act for termination prior to the expiry of the Term, in which case the Term shall mean the Term up to the date of such determination and expressions such as the last year of the Term shall be construed accordingly.

## **2. INTERPRETATION**

- 2.1 Where two or more persons are included in the expression “the Grantor” or “the Holder”, such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Grantor or the Holder shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires:
- (a) words importing a person include any unincorporated association or corporate body and vice versa;
  - (b) any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
  - (c) any reference to the singular includes reference to the plural.
- 2.3 Any covenant in this Consent by the Holder not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done and to use best endeavours to prevent such act or thing being done by another person.
- 2.4 To the extent that there is a conflict between this Consent and the applicable provisions of the Act, the interpretation of the Act shall prevail.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given there-under or deriving validity there-from.
- 2.6 Headings are inserted for convenience only and do not affect the construction or interpretation of this Consent.
- 2.7 Any reference to a condition, clause, sub-clause or schedule means a condition, clause, sub-clause or schedule of this Consent unless expressly stated otherwise.
- 2.8 References to “month” or “months” mean a calendar month or months.

### 3. GRANT OF CONSENT

- 3.1 This Consent is granted by the Grantor to the Holder pursuant to section 81(1)(a) of the Act.
- 3.2 The rights and entitlements conferred by this Consent shall (subject to condition 4) endure for the Term.
- 3.2.1 The Term of this Consent in respect of Consent Area shall be as specified in the Particulars Schedule beginning on the Commencement Date.
- 3.3 This Consent is subject to the terms and conditions contained herein and in the Act.
- 3.4 This Consent permits the Holder, subject to condition 4 and the conditions otherwise herein contained:
- (a) To occupy the Consent Area on a non-exclusive basis for the purpose of carrying out the Permitted Maritime Usage strictly in accordance with the conditions attached to this Consent and the requirements of the Act.
  - (b) Upon prior written notice to the Grantor, to occupy and use so much of the maritime area adjacent to the Consent Area on a temporary basis where such use and occupation is reasonably required by the Holder to carry out the Permitted Maritime Usage in the manner provided in condition 3.4(a) or fulfil a provision of an authorisation by or under another enactment (whether such authorisation takes the form of a licence, consent, approval or any other type of authorisation), subject to obtaining and complying with all and any necessary Development Permissions and other authorisations necessary for such occupation and/or use.
  - (c) The right of the Holder to occupy the Consent Area shall endure only for the Term and is subject to condition 3.2 above.
- 3.5 This Consent does not confer on the Holder any estate or proprietary interest in the Consent Area or any other part of the maritime area and for the avoidance of doubt the Grantor and/or the State may at any stage during the Term grant maritime area consents, licences and other authorisations of any kind in respect of the Consent Area for any other maritime usages.



- 3.6 For the avoidance of doubt, this Consent is not a development consent, development permission or planning permission and does not operate to relieve the Holder of any legal obligation to obtain development consent, development permission or planning permission to carry out any development on the Consent Area or any other part of the maritime area.
- 3.7 The Holder shall use that part of the Maritime Area the subject matter of this Consent, for the purposes of, and in accordance with, the details as outlined in the plans and particulars submitted by the Holder in support of their application except as may otherwise be required in order to comply with the conditions contained herein.

#### **4. COMMENCEMENT OF THE RIGHT OF OCCUPATION**

- 4.1 Notwithstanding the Term Commencement Date, the Holder shall not obtain any right to occupy the Consent Area pursuant to condition 3.4 and shall not commence any works, activities or operations associated with the Permitted Maritime Usage in the Consent Area unless and until:
- (a) the Holder has obtained Development Permission for the Permitted Maritime Usage (being Development Permission that is consistent with this Consent as in force from time to time);
- and
- (b) the Holder has obtained all other authorisations (whether the authorisation takes the form of the grant of a licence, consent, approval or any other type of authorisation) required under any other enactment in order to enable the Holder to commence the Permitted Maritime Usage.
- 4.2 In the event Development Permission is being sought in phases relating to parts only of the Consent Area, a right to occupy shall not arise in respect of any part of the Consent Area concerned until the Holder has complied with conditions 4.1 in respect of that part.
- 4.3 The provisions of this condition 4 shall not operate to waive or postpone the performance of any other obligations of the Holder under this Consent.

## **5. REQUIREMENT FOR DEVELOPMENT PERMISSION**

5.1 The Holder shall submit an application for Development Permission relating to the Permitted Maritime Usage the subject of this Consent on or before the date set out in the Particulars Schedule. This date may be extended on request in writing by the Holder and provided the Grantor is satisfied that there are reasonable grounds for doing so and the extension does not constitute a material amendment to this Consent. The application for Development Permission shall have attached to it a Rehabilitation Schedule, within the meaning of section 95 of the Act.

5.2 In the event that Development Permission for the Permitted Maritime Usage is refused, or the required application is not made in accordance with the requirements of condition 5.1, the provisions of condition 23 and section 144 (1)(c)(ii) of the Act shall apply.

5.3 In the event that Development Permission for the Permitted Maritime Usage is granted, the following provisions shall apply:

- (a) The Holder shall furnish the Grantor with a copy of the said Development Permission as soon as practicable after it has been granted.
- (b) The Holder shall give the Grantor a copy of any material alteration to the Development Permission as soon as practicable after the alteration has been made.
- (c) If there is an irreconciliation between a provision of this Consent and a provision of the Development Permission for the Permitted Maritime Usage, the provisions of this Consent shall be deemed to be amended to the extent necessary to remove that irreconciliation in favour of the Development Permission in accordance with section 87 of the Act.

## **6. COMPLIANCE WITH DEVELOPMENT PERMISSION**

6.1 The Holder shall comply with any Development Permission granted in respect of the Permitted Maritime Usage.

## **7. COMPLIANCE WITH THIS CONSENT AND APPLICABLE LAWS**

7.1 The Holder shall not use the Consent Area for any purpose other than the Permitted Maritime Usage.

- 7.2 The Holder shall not carry out any works, activities or operations in the Consent Area other than those authorised by this Consent.
- 7.3 The Holder shall at all times comply with and ensure that all works, activities or operations associated with the Permitted Maritime Usage are in accordance with all applicable Laws and the terms and conditions of this Consent.
- 7.4 The Holder shall give MARA not less than 14 days advance notice in writing before the commencement of any works in the Consent Area.
- 7.5 The Holder shall ensure that contractors, and their subcontractors, are made aware of all conditions in this Consent and of the Development Permission.

## **8. LEVY**

- 8.1 The Holder shall pay to the Grantor the Levy specified by the Grantor within one month from the Commencement Date and on every succeeding anniversary for the Term of this Consent.
- 8.2 The Levy is in accordance with the levy framework established by the Grantor pursuant to section 92 of the Act and is subject to review and amendment in accordance with same.
- 8.3 All payments by the Holder in connection with this Consent shall be made in accordance with the written instructions of the Grantor and shall be paid in full, without deduction or set off in respect of any amounts in dispute or any other amounts whatsoever.
- 8.4 If any amount which is payable under this Consent has not been paid on or before the date that payment is due, the Grantor is to be paid interest on the outstanding amount at the rate prescribed in accordance with section 169(2) of the Act or, if no such rate stands subscribed, at the rate of 2 per cent, such interest to be calculated from the date that payment was due until the date of actual repayment.
- 8.5 Without prejudice to all and any other remedies under this Consent, the Act and at Law, the Grantor may institute proceedings for recovery of any sum due and owing by the Holder to the Grantor in accordance with this Consent or the Act as a simple contract debt in any court of competent jurisdiction.

8.6 In exceptional circumstances, the Grantor may in its absolute discretion grant a moratorium on the payment of the Levy, subject to such conditions as may be imposed. Such moratorium may operate as a deferral or a waiver of the Levy but unless expressly stated to be a waiver, any such moratorium shall be a deferral only.

## **9. OUTGOINGS**

9.1 In addition to its obligation to pay the Levy to the Grantor, the Holder shall pay and discharge to the proper recipient thereof:

- (a) All rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever charged, levied, assessed, imposed upon or payable by the Holder in respect of the Consent Area associated with the Permitted Maritime Usage.
- (b) All costs associated with the Permitted Maritime Usage and the continued operation and use thereof including the cost of any work which the Grantor may have to do to facilitate any act or thing hereby authorised.

## **10. PUBLIC ENGAGEMENT PLAN**

10.1 If requested by the Grantor, the Holder shall prepare a Public Engagement Plan concerning all matters relating to the Permitted Maritime Usage for the Grantor's approval and, if approved, the Holder shall publish, maintain, update and adhere to the Public Engagement Plan.

## **11. FIT AND PROPER PERSON**

11.1 The Holder shall for the duration of the Term continue to be a fit and proper person within the meaning of Schedule 2 to the Act.

## **12. COLLATERAL AND FINANCING**

12.1 The Holder shall not create, extend or permit to subsist any encumbrance or security or interest of any kind over this Consent or otherwise use it as security for any borrowings or other liability whatsoever, without the prior written consent of the Grantor to be granted or refused at the Grantor's sole discretion and subject to such terms and conditions as the Grantor may specify.

12.2 The Grantor at its sole discretion may at the request of the Holder, without any obligation to do so, consider amendments to this Consent, to facilitate the

financing of the project.

**13. SAMPLES AND INFORMATION**

13.1 The Holder shall keep records and/or samples, relating to the Consent Area for any scientific purpose in accordance with Section 104 of the Act, on request from the Grantor.

**14. CHANGE IN CIRCUMSTANCES**

14.1 The Holder shall provide the Grantor with notice in writing of any material change of circumstances within the meaning of section 136 of the Act.

**15. INDEMNITY**

15.1 The Holder shall keep the Grantor, the State, and their officers, servants, visitors, agents and employees fully indemnified from and against all or any actions, proceedings, claims, demands, losses, costs, fees, expenses, damages, penalties and other liabilities:

- (a) arising directly or indirectly from the undertaking of the Permitted Maritime Usage the subject of this Consent; and
- (b) arising directly or indirectly from a failure by the Holder to comply with:
  - (i) any of the provisions of this Consent;
  - (ii) any provision of the Act relevant to this Consent; or
  - (iii) a provision of one or more than one condition attached, or deemed to be attached, to this Consent.

15.2 Without prejudice to the generality of the foregoing, the Holder shall make good all loss sustained by the Grantor in consequence of any breach by the Holder of any covenants or conditions herein.

**16. INSURANCE**

16.1 Without prejudice to the Holder's liability to indemnify the Grantor which shall be unlimited (and others as specified in condition 15), the Holder shall, prior to the commencement of occupation of the Consent Area:-

- (a) insure and keep insured, in an insurance office licensed to operate in the State or which has received authorisation to operate in the State in accordance with Article 14 of Directive 2009/138/EC in the joint names of the Grantor and the Holder in the full reinstatement cost thereof or in the sum not less than the estimated maximum loss amount as determined by a suitably qualified and experienced independent consultant (to be approved from time to time by the Grantor or his surveyor and including an inflationary factor) the Consent Area and all structures and chattels thereon and the fixtures and fittings therein (if any) against loss or damage by the Insured Risks, including demolition and site clearance expenses, architects' and other fees and taxes in relation to the reinstatement of the Consent Area, and where available on the market such policy to include a non-invalidating clause acceptable to the Grantor (such joint policy or policies, if required, to contain a non-vitiating clause whereby subject to the terms, conditions, limitations of the policy or policies, any non-disclosure, mistake or misrepresentation of a material fact by the Holder gives sufficient reason for the insurer to prove the insurance policy to be void, the Grantor will not be denied the protection of the policy);
- (b) effect and keep in force a public liability insurance policy of indemnity in the joint names of the Grantor and Holder in an insurance office licensed to operate in the State with a limit of €6,500,000 (six million and five hundred Euro) (or such increased amount as the Grantor may from time to time reasonably determine) in respect of any one claim or a series of claims arising out of a single occurrence (except for pollution and products liability cover which may be on an annual aggregate basis if unavailable on a single occurrence basis) for any damage, loss or injury which the Grantor or Holder may be legally liable for which may occur to any property (not being the property of the Grantor or the Holder) or to any person by or arising out of the Permitted Maritime Usage and exercise of the rights granted in this Consent;
- (c) effect and keep in force an employer's liability insurance policy of indemnity in the name of the Holder in an insurance office licensed to operate in the State with a limit of €13,000,000.00 (thirteen million Euro) for any one claim or a series of claims arising out of a single occurrence. This policy should include an indemnity to principles clause with a specific indemnity to the Grantor;
- (d) in the event that the Consent Area or any part thereof, shall be damaged by any of the Insured Risks, then and as often as shall happen, apply all monies received

in respect of such insurance as aforesaid as soon as practicable in or upon reinstating the Consent Area in a good and substantial manner and in the event that such monies shall be insufficient for the said purpose, to make good the deficiency;

- (e) whenever required to do so by the Grantor, produce to the Grantor for inspection evidence of insurances, including certificates together with evidence of payment for renewal of the said policy or policies together with evidence of waiver of subrogation rights against the Grantor by the Holder's insurers, and to comply with all conditions pertaining to any such policy or policies;
- (f) not do or omit to do anything which might cause any policy of insurance (if required) relating to the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage to become void or voidable, wholly or in part, nor (unless the Holder has previously notified the Grantor and the Holder has agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable;
- (g) as soon as reasonably practicable notify the Grantor in writing of the making of any claim under any policy of insurance which is required to be held in connection with this Consent and to provide the Grantor with all information in relation to any such claim;
- (h) ensure that any contractors, servants or agents of the Holder engaged in connection with activities in the Consent Area or otherwise in connection with this Consent have appropriate insurance and that evidence of such insurance policies shall be provided to the Grantor as soon as is reasonably practicable;

16.2 Where the Grantor deems that the limit of the public liability insurance policy in 16.1(b) should be increased having regard to changes in circumstances (including but not limited to inflation, increased costs and changes in the value of money) then the Grantor may notify the Holder of the required increase, and the Holder shall increase the relevant policy limit within 90 Business Days of the receipt of such notification subject to any extension as may be permitted by the Grantor following a written request by the Holder.

## **17. INSPECTION AND INVESTIGATIONS**

17.1 The Grantor may conduct or cause to be conducted such investigations,

inspections and enquiries in connection with this Consent as it sees fit.

17.2 Without prejudice to the generality of condition 17.1, and to all other rights of the Grantor to enter upon the Consent Area, the Grantor shall have the right to:

(a) enter the Consent Area for the purposes of enabling the Grantor to carry out inspections (including periodic inspections) for the purposes of ascertaining whether or not there has been a contravention of a provision of this Consent, the Act, or one or more conditions attached or deemed to be attached to this Consent.

or

(b) enter the Consent Area if the Grantor has reason to believe that the Holder has contravened –

(i) a provision of this Consent,

(ii) a provision of the Act; or

(iii) a provision of one or more conditions attached, or deemed to be attached, to this Consent,

17.3 The Holder shall cooperate and assist the Grantor in the Grantor's performance of its functions under and in relation to this Consent and the Act.

17.4 The Holder acknowledges and agrees that, unless the contrary intention is expressed, any investigation, inspection or enquiry undertaken pursuant to this Consent is without prejudice to the Holder's rights and obligations under this Consent, the Act or at Law and no failure or delay in taking any action arising from such investigation, inspection or enquiry shall amount to a waiver of any such rights or relieve the Holder from any such obligations; and does not amount to an acknowledgement by the Grantor, or any officer, servant or agent of the Grantor, that the Holder has complied with or is in compliance with this Consent, the Act or Law in relation to any matters to which the investigation, inspection or enquiry relates.

## 18. **ENFORCEMENT**

18.1 Without prejudice to any other remedies available pursuant to this Consent and at law, any breach of this Consent or the Act may lead to the Grantor taking enforcement action pursuant to Part 6 of the Act. Such enforcement action may



include the imposition of sanctions on the Holder including termination, revocation and suspension.

## **19. REHABILITATION**

19.1 The Holder shall before the expiration of this Consent, rehabilitate the Consent Area, and any other part of the maritime area, adversely affected by the Permitted Maritime Usage in accordance with the requirements of the Rehabilitation Schedule to be attached to this Consent following the grant of Development Permission (as may be amended in accordance with the requirements of this Consent).

19.2 This obligation does not relieve the Holder from any obligation to apply for or obtain any other authorisations (whether the authorisation takes the form of the grant of a licence, consent, approval or any other authorisation) required under the Act or any other enactment in order to enable that Holder to discharge that obligation.

19.3 The Holder shall comply with any notice given by the Grantor pursuant to Section 97 of the Act requiring the Holder to make an application within the period set out in the notice for Development Permission to amend or replace the Rehabilitation Schedule to take account of the matters set out in the notice.

19.4 Notwithstanding termination or revocation of this Consent pursuant to this Consent or the Act, the Holder must continue to comply with the obligations under this condition 19 and section 96 of the Act to the extent as agreed by the Grantor in all the circumstances of the case.

## **20. REHABILITATION FINANCIAL PROVISION**

20.1 The provisions of this condition 20 are subject to the requirements of any Development Permission authorising the Permitted Maritime Usage and section 87 of the Act shall apply to any irreconciliation arising.

20.2 Not later than 5 years before the expiration of this Consent or such earlier date as the Grantor shall in its sole discretion determine, the Holder shall establish an account with an account bank nominated by the Holder and approved by the Grantor (the "Secured Account") into which certain payments are made in such amounts as required by the Grantor based on its assessment of the rehabilitation costs attributable to the Consent Area. The Secured Account will be subject to:

- (a) a first ranking charge in favour of the Grantor;
- (b) any other security required by the Grantor; and
- (c) will contain funds sufficient to:
  - (i) Ensure the proper performance of the Holder's obligations pursuant to condition 19 and Chapter 8 of Part 4 of the Act in relation to the rehabilitation of the Consent Area and if necessary any other part of the maritime area adversely affected by the Permitted Maritime Usage, as may be determined by, and to the satisfaction of, the Grantor,
  - (ii) Cover any other liabilities which may be incurred in relation to any rehabilitation whether pursuant to this Consent or otherwise.

20.3 The following provisions apply to determining the amount of the funds to be deposited in the Secured Account:

- (a) the amount of the funds required must at all times be acceptable to the Grantor;
- (b) the Holder shall make and complete such deposits to the Secured Account in euro (€) as are required to ensure that, at any given time, there is standing to the credit of the Secured Account (in cleared funds) an amount equal to, or greater than, the amount (if any) as determined by the Grantor based on its assessment of the rehabilitation costs attributable to the Consent Area. The amount will be agreed by the Grantor having regard to the estimated costs of rehabilitation from time to time;
- (c) the estimated costs of rehabilitating the relevant parts of the Consent Area and if necessary, any other part of the maritime area, adversely affected by the Permitted Maritime Usage and any other liabilities which the Grantor reasonably considers may be incurred by the Holder of this Consent or otherwise.

20.4 The right to demand under a rehabilitation financial provision is without prejudice to any other remedies available to the Grantor under this Consent or at Law.

20.5 The Holder shall deliver a certificate of completion of rehabilitation by an appropriate expert that confirms that rehabilitation has been completed in

accordance with the Rehabilitation Schedule. Following receipt of this certificate the Grantor may carry out an inspection to determine if rehabilitation has been completed in accordance with the Rehabilitation Schedule. When the Grantor is satisfied that rehabilitation has been completed in accordance with the Rehabilitation Schedule, the Grantor shall execute a deed of release of its security over the Secured Account.

**21. AMENDMENTS TO THIS CONSENT**

21.1 Section 86 of the Act shall apply to any application to amend this Consent (other than a deemed amendment pursuant to Section 87 of the Act).

**22. SURRENDER**

22.1 Sections 88 and 89 of the Act shall apply to any application by the Holder to surrender this Consent.

**23. AUTOMATIC TERMINATION**

23.1 Without prejudice to any other remedies available pursuant to this Consent and at Law, this Consent shall terminate immediately upon the occurrence of any of the events provided for in section 144(1) of the Act.

**24. TERMINATION FOR BREACH**

24.1 Without prejudice to any other remedies available pursuant to this Consent and at Law, the Grantor may terminate this Consent for breach in accordance with section 144A of the Act.

**25. ASSIGNMENT**

25.1 Where the Holder wishes to assign the benefit of this Consent to another entity, it shall make a joint application to the Grantor in accordance with section 85 of the Act for consent in writing to the assignment and, in the case of such application, all parts of the Act applicable to a Maritime Area Consent application and its determination under the Act, shall, with all necessary modifications, apply accordingly.

25.2 Condition 25.1 above shall not apply to any assignment which is within a class of assignments specified by the Minister by regulations in accordance with section 85(2A) of the Act as an assignment to which section 85(2) of the Act does not

apply. The procedures or requirements that will apply to an application by the Holder or the proposed assignee, or both of them, to the Grantor for consent to an assignment which falls within such a class shall be specified by regulations.

25.3 Any assignment of this Consent purporting to be effected without the consent referred to in 25.1, or otherwise than in compliance with regulations made under section 85(2A) of the Act and condition 25.2 above, shall be void.

25.4 A Change of Control shall constitute a material breach of this Consent unless the provisions in condition 25.5 are complied with by the Holder and consent in writing is given by the Grantor.

25.5 In the event of a prospective Change of Control, the Holder shall, prior to any Change of Control becoming effective, make an application to the Grantor for consent in writing to the Change of Control and the provisions of Section 85 of the Act with all necessary modifications shall apply to the process of seeking and granting such consent as if the Holder as controlled after the prospective Change of Control was the 'proposed assignee' as provided for therein.

## **26. JOINT AND SEVERAL OBLIGATIONS**

26.1 Save where otherwise specified, any obligations of the Holder under this Consent are joint and several obligations.

## **27. FORCE MAJEURE**

27.1 Except as otherwise provided by this Consent, where any party or parties are rendered wholly or partially incapable of performing all or any of their obligations under this Consent, the Act, or the Planning and Development Act 2000, as amended, by reason of Force Majeure:

- a. as soon as is reasonably practicable, the party affected by Force Majeure shall notify the other party, identifying the nature of the event, its expected duration and the particular obligations affected and shall furnish reports at such intervals reasonably requested by the other party during the period of Force Majeure;
- b. this Consent shall remain in effect but that party's obligations, except for an obligation to make payment of money, and the corresponding obligations of the other party, shall be suspended, provided that the

suspension shall be of no greater scope and no longer duration than is required by the Force Majeure;

- c. subject to full compliance with this condition 27, during suspension of any obligation pursuant to sub clause (b), the relevant party or parties shall not be treated as being in breach of that obligation;
- d. the party affected by the Force Majeure shall use all reasonable efforts to remedy its inability to perform all or any of its obligations under this Consent by reason of Force Majeure and to resume full performance of its obligations under this Consent as soon as is reasonably practicable;
- e. as soon as is reasonably practicable after notification of the Force Majeure, each party shall use all reasonable endeavours to consult with the other party as to how best to give effect to their obligations under this Consent so far as is reasonably practicable during the period of the Force Majeure;
- f. upon cessation of a party's inability to perform all or any of its obligations under this Consent by reason of Force Majeure, that party shall notify the other party; and
- g. insofar as is possible, any party affected by an event of Force Majeure shall do all things reasonably practicable to mitigate the consequences of the Force Majeure.

27.2 Condition 27.1(d) shall not require the settlement of any strike, walk-out, 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.

## **28. EXERCISE OF RIGHTS**

28.1 The Holder shall exercise this Consent in such a manner as not to cause damage or injury to the Consent Area (save for incidental damage caused in the completion of works in substantial compliance with the Development Permission), the Grantor, the occupants of the Consent Area and any other part of the maritime area affected by the Permitted Maritime Usage and to forthwith from time to time with due diligence repair and make compensation for any such damage or injury that may be so caused.

## **29. NOTICES**

29.1 A notice that is required to be given under this Consent or in accordance with the Act shall be given in accordance with Section 170 of the Act.

### **30. RELATIONSHIP OF THE PARTIES**

30.1 Nothing in this Consent may be interpreted or construed as creating any landlord and tenant relationship, any tenancy in or right to possession of or any right of easement over or in respect of the Consent Area or any other part of the maritime area affected by the Permitted Maritime Usage, or any agency, association, joint venture or partnership between the Grantor and the Holder.

30.2 Except as is expressly provided for in this Consent, nothing in this Consent grants any right, power or authority to any party to enter into any agreement or undertaking for, act on behalf of or otherwise bind any other party.

30.3 It is hereby certified for the purposes of Section 238 of the Companies Act 2014, as amended, that the Grantor is not a director or a person connected with a director of the Holder.

### **31. SEVERANCE**

31.1 If any provision of this Consent is or becomes or is declared invalid, unenforceable or illegal by the courts of Ireland or by order of the relevant body of the European Union, that provision shall be severed and the remainder of this Consent shall remain in full force and effect.

31.2 The Holder shall comply with this Consent, as amended.

### **32. GOVERNING LAW AND JURISDICTION**

32.1 This Consent and all other documents relating to it shall be governed by and construed only in accordance with the laws of Ireland.

32.2 The Holder hereby submits irrevocably to the exclusive jurisdiction of the courts of Ireland in respect of any dispute arising out of or in connection with this Consent.

32.3 This condition is for the benefit of the Grantor only. The Grantor shall not be prevented from taking proceedings against the Holder in any other courts with jurisdiction. To the extent allowed by law, the Grantor may take concurrent proceedings in any number of jurisdictions.

## **APPENDIX 1**

### **THE CONSENT AREA**

The Consent area is the part of the Maritime areas labelled Area A as shown for identification purposes on the attached map titled “Maritime Area Consent Map MAC240020” surrounded by a red line (Map reference drawing number MAC240020-001).

Provided that the MAC Area shall not include any part of the maritime area that is not State-owned.



Drawn by: MTM  
 Approved by: EM  
 Date: 06/09/2024  
 Dwg. No.: MAC240020-001  
 Projection: ITM  
 Scale: 1:1,500 @A3

Notes:  
 1. Georeference using grid coordinate intersects shown.  
 2. Where the MAC adjoins or abuts land, islands or rocks, the High Water Mark as defined by the Chief Boundary Surveyor is the boundary of the MAC area.

### Maritime Area Consent Map MAC240020

Maritime Area Consent Area 1.78ha  
 High Water Mark - Chief Boundary Surveyor  
 Grid Coordinate Intersects ITM

**MARA**  
 An Ráthartha Stádas Linnéire Mhuinn  
 Maritime Area Regulatory Authority



## **APPENDIX 2**

### **REHABILITATION SCHEDULE**

[To be attached to this Consent following the grant of Development Permission]

**Section 86(5) Amendment**

Maritime Area Consent: No. MAC240020 is hereby amended by the Grantor pursuant to section 86(5) of the Act.

Signed:



Date: 05/12/2024

Maritime Area Regulatory Authority