MARITIME AREA CONSENT

WIND ENERGY PROJECT

No. 2022-MAC-001

Holder: Oriel Windfarm Limited

AMENDMENTS/ASSIGNMENT TO 2022-MAC-001

Amendment/Assignment No.	Date of Amendment	Amended condition/schedule	Detail of Amendment
Assignment A	28 July 2025	N/A	Change of Control
Amendment B.1	01 October 2025	Particulars Schedule	Extension of date by which route to market must be obtained from 31 December 2025 to 30 June 2026.
Amendment C.1	30 June 2026	Particulars Schedule	Extension of date by which route to market must be obtained from 30 June 2026 to 31 December 2026.
Amendment D.1	11 November 2026	Particulars Schedule	Extension of date by which route to market must be obtained from 31 December 2026 to 31 December 2028.

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PARTICULARS SCHEDULE

MAC No.	2022-MAC-001
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:	Oriel Windfarm Limited, Company Registration Number: 318186
Holder registered address:	Digital Office Centre, Balheary Demesne, Balheary Road, Swords, Co. Dublin, Ireland
Holder email:	Garrett.connell@jnbp.com
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):	18 months from the Commencement Date

Date by which the Holder must have obtained a Route to Market:	On or before [*D.1 31 December 2028*].
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-invalidation clause acceptable to the Grantor (such joint policy or policies, if required, to contain a non-vitiation 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 under 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 the 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:

ID	Irish National Grid EPSG: 29902		UTM29N EPSG: 32629		ITM EPSG: 2157	
	Easting	Northing	X	Y	X	Y
1	325301	301515	690811	5981640	725225	801527
2	328659	301468	694169	5981640	728583	801480
3	329649	298568	695199	5978755	729572	798580
4	328370	294812	693974	5974982	728294	794825
5	325612	294851	691216	5974982	725536	794864
6	324320	298635	689871	5978747	724244	798647

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		UTM29N EPSG: 32629		ITM EPSG: 2157	
	Easting	Northing	X	Y	X	Y
1	325613	294860	691217	5974991	725538	794873
2	316427	290463	682095	5970465	716353	790477
3	315302	290574	680969	5970561	715228	790588
4	315272	290577	680939	5970564	715198	790591
5	315277	290591	680944	5970578	715204	790606
6	315283	290605	680949	5970592	715209	790619
7	315287	290615	680953	5970602	715213	790630
8	315288	290619	680955	5970606	715215	790633
9	315296	290639	680962	5970625	715222	790653
10	315299	290646	680966	5970633	715226	790660
11	315303	290654	680969	5970641	715230	790669
12	315306	290661	680972	5970647	715232	790675
13	315313	290677	680978	5970664	715239	790691
14	315317	290688	680983	5970676	715243	790703
15	315318	290692	680984	5970679	715245	790706
16	315329	290715	680994	5970702	715255	790729
17	315335	290729	681000	5970716	715262	790743
18	315338	290734	681003	5970721	715264	790748
19	315346	290751	681011	5970738	715273	790765
20	315352	290762	681017	5970750	715278	790776
21	315354	290765	681018	5970753	715280	790780
22	315361	290779	681025	5970767	715287	790793
23	315367	290791	681031	5970779	715294	790805
24	315369	290794	681033	5970782	715295	790808
25	315380	290816	681044	5970804	715306	790830
26	315385	290826	681049	5970814	715311	790840
27	315389	290834	681053	5970822	715316	790849
28	315396	290847	681060	5970836	715323	790862
29	315402	290856	681065	5970845	715328	790871
30	315411	290874	681074	5970862	715338	790888
31	315415	290883	681078	5970871	715342	790897
32	315418	290887	681081	5970876	715344	790902
33	315428	290906	681091	5970894	715355	790920
34	315433	290914	681095	5970903	715359	790928
35	315436	290920	681098	5970909	715362	790934
36	315443	290934	681105	5970922	715369	790948
37	315449	290945	681111	5970933	715375	790959
38	315456	290956	681117	5970945	715382	790970
39	315459	290962	681121	5970950	715386	790976
40	315466	290972	681127	5970961	715392	790986
41	315472	290981	681133	5970970	715398	790995
42	315476	290988	681138	5970977	715403	791002
43	315479	290992	681141	5970981	715406	791006
44	315489	291006	681150	5970995	715415	791020
45	315493	291013	681154	5971002	715420	791027
46	315515	291041	681176	5971031	715442	791055
47	315528	291058	681188	5971048	715454	791072
48	315530	291062	681191	5971052	715457	791076
49	315541	291075	681201	5971065	715467	791089
50	315549	291083	681209	5971074	715475	791098
51	315556	291092	681216	5971083	715483	791106
52	315560	291097	681220	5971087	715486	791111
53	315568	291105	681227	5971096	715494	791120

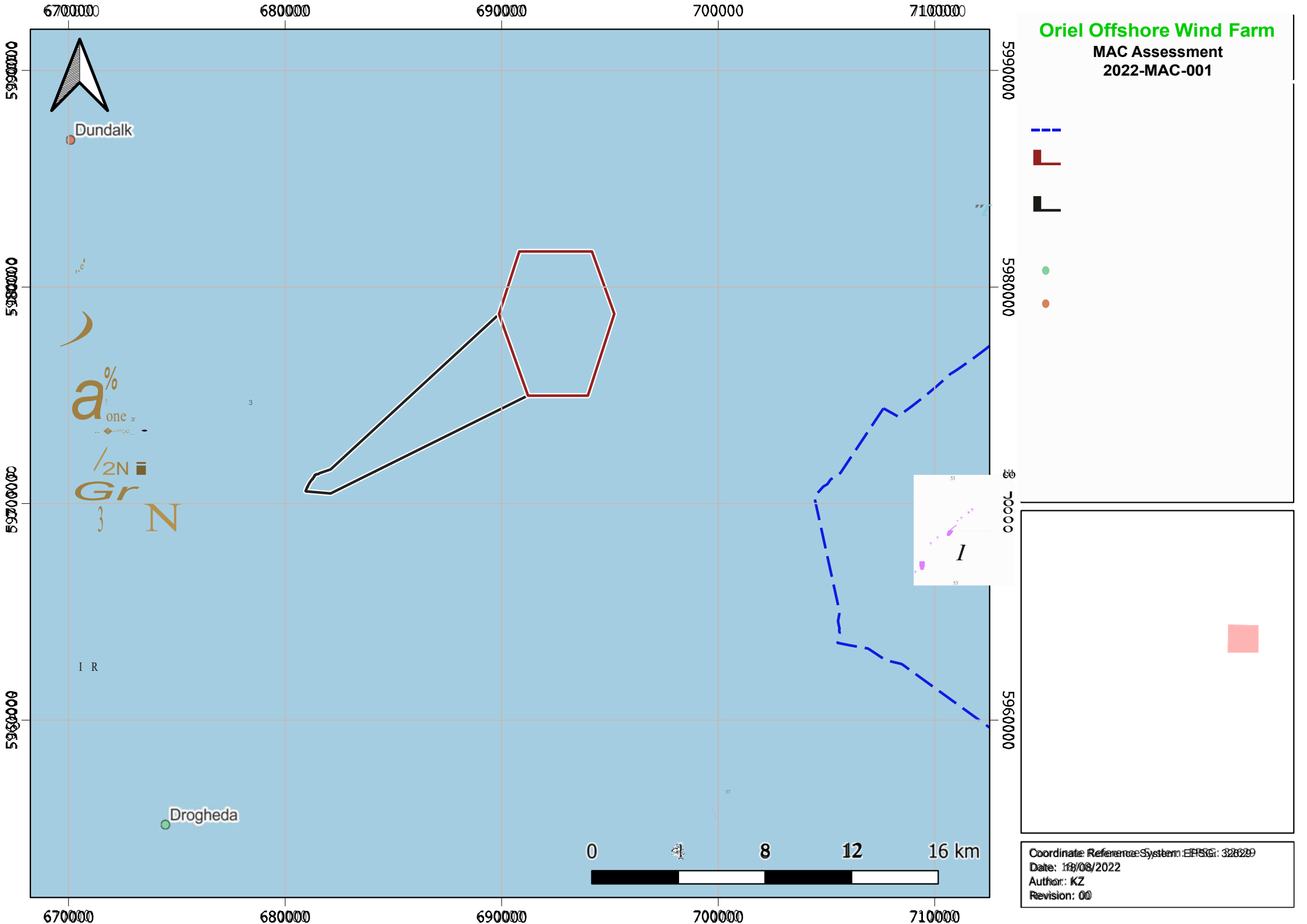
54	315574	291112	681234	5971103	715501	791127
55	315575	291113	681235	5971104	715501	791127
56	315584	291122	681243	5971113	715510	791136
57	315590	291130	681250	5971120	715517	791144
58	315599	291141	681259	5971132	715526	791155
59	315605	291147	681264	5971138	715531	791162
60	315614	291160	681273	5971151	715541	791174
61	315617	291163	681275	5971154	715543	791177
62	315632	291182	681290	5971174	715558	791196
63	315641	291195	681299	5971186	715567	791209
64	315648	291205	681307	5971196	715575	791219
65	315654	291213	681312	5971205	715581	791227
66	315658	291219	681316	5971211	715584	791233
67	315662	291226	681320	5971218	715588	791240
68	315672	291246	681329	5971238	715598	791260
69	315675	291254	681333	5971246	715601	791268
70	315676	291257	681334	5971249	715603	791271
71	315680	291263	681338	5971255	715606	791277
72	315687	291270	681344	5971262	715613	791284
73	315693	291278	681350	5971270	715619	791292
74	315699	291288	681357	5971281	715626	791303
75	315704	291296	681361	5971288	715631	791310
76	315710	291304	681367	5971296	715637	791318
77	315715	291309	681372	5971301	715641	791323
78	315717	291310	681374	5971303	715643	791324
79	315721	291317	681377	5971309	715647	791331

80	315726	291323	681382	5971315	715652	791337
81	315732	291330	681388	5971322	715658	791344
82	315740	291339	681396	5971331	715666	791353
83	315742	291340	681399	5971333	715669	791354
84	315750	291343	681407	5971336	715677	791357
85	315765	291349	681421	5971342	715691	791363
86	315780	291354	681436	5971348	715706	791368
87	315793	291357	681449	5971351	715719	791371
88	315808	291360	681464	5971354	715734	791374
89	315816	291360	681472	5971354	715742	791374
90	315826	291359	681482	5971353	715752	791373
91	315834	291358	681490	5971352	715760	791372
92	315841	291357	681498	5971351	715768	791371
93	315849	291358	681505	5971352	715776	791372
94	315855	291359	681511	5971353	715782	791373
95	315861	291361	681517	5971356	715788	791375
96	315873	291366	681529	5971360	715799	791380
97	315889	291376	681544	5971371	715815	791390
98	315893	291380	681549	5971374	715819	791394
99	315904	291386	681560	5971381	715830	791400
100	315916	291396	681572	5971392	715843	791410
101	315918	291399	681574	5971394	715845	791413
102	315960	291412	681615	5971408	715886	791426
103	316444	291567	682097	5971570	716370	791581
104	316444	291567	682097	5971570	716370	791581
105	324324	298628	689875	5978739	724249	798640

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).


Oriel Offshore Wind Farm
MAC Assessment
2022-MAC-001
Dundalk
Drogheda
670000
680000
690000
700000
710000
5990000
5980000
5970000
5960000
0
4
8
12
16 km
Coordinate Reference System: EPSG: 32629
Date: 18/08/2022
Author: KZ
Revision: 00

APPENDIX 2

REHABILITATION SCHEDULE

Section 86(5) Amendment

Maritime Area Consent: No. 2022-MAC-001 is hereby amended by the Grantor pursuant to section 86(5) of the Act.

Signed:  Date: 11/11/2026

Dr Karen Creed
Maritime Area Regulatory Authority