

## APPENDIX B

### GENERAL

#### FURTHER INFORMATION

- B.1: Memorandum and Articles of Association
- B.2: Site Ownership Plan
- B.3: Site Plan
- B.4: Location Map
- B.5: Services Plan
- B.6: Planning Permission PL19.238420
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- B.8: Copy of Newspaper Advertisement
- B.9: Copy of Site Notice
- B.10: Copy of Notice to Local Authority

## APPENDIX B.1

### MEMORANDUM AND ARTICLES OF ASSOCIATION

(11 pages)

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Companies Acts, 1963 to 2009

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**Company Limited by Shares**

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Memorandum  
and  
Articles of Association  
of  
**GLANPOWER LIMITED**

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MCCS  
MARLINSTOWN  
MULLINGAR  
CO WESTMEATH

# COMPANIES ACTS, 1963 TO 2009

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## COMPANY LIMITED BY SHARES

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### MEMORANDUM OF ASSOCIATION

(adopted 1<sup>st</sup> February 2010)

-of-

### GLANPOWER LIMITED

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1. The name of the Company is GLANPOWER LIMITED.
2. The objects for which the Company is established are:-
  - (1) To carry on the business of the development and operation of alternative and renewable power generation projects worldwide, and all related business activities.
  - (2) To carry on business and to act as merchants, financiers, investors (in properties or securities) traders, shipowners, carriers, agents, brokers, commission agents, concessionaires, distributors, importers, or exporters or in any other capacity in Ireland or any other part of the world and whether alone or jointly with others.
  - (3) To import, export, buy, sell, barter, exchange, pledge, make advances on, take on lease or hire or otherwise acquire, alter, treat, work, manufacture, process, dispose of, let on lease, hire or hire purchase, or otherwise deal in and turn to account as may seem desirable goods, articles, equipment, machinery, plant, merchandise and wares of any description.
  - (4) To carry on any other business by wholesale or retail whether manufacturing or otherwise (except the issuing of policies of insurance) which may seem to the company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.

- (5) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the company is authorised to carry on or which is capable of being conducted so as to benefit the company directly or indirectly or which is possessed of property suitable for the purposes of the company.
- (6) To amalgamate with any other company.
- (7) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, trade marks, concessions and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used, for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired.
- (8) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this company.
- (9) To take or otherwise acquire, and to hold shares and securities of any company and to sell, hold, re-issue with or without guarantee or otherwise deal with the same.
- (10) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights or privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (11) To establish and maintain or procure the establishment and maintenance of any contributory and non-contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time Directors or officers of the Company or of any such other Company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any other such company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (12) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (13) Generally to purchase, rent, take on lease or in exchange or otherwise acquire any real and personal property and rights or privileges.
- (14) To develop and turn to account any land acquired by the Company or in which it is interested and, in particular, by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings, and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (15) To construct, maintain and alter any buildings or works necessary or convenient for any of the purposes of the Company or for the benefit of its employees.
- (16) To lend money to such persons or companies, either with or without security and upon such terms as may seem expedient, and in particular to customers and others having dealings with the Company.
- (17) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (both present and future) and uncalled capital of the Company, or by all such methods, the performance and discharge of the obligations of and the repayment or payment of the principal amounts and interests of any person, firm or company or the premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- (18) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to purchase, redeem or pay off any such securities.
- (19) As an object of the Company or a power incidental to any of its other objects, to engage in currency exchange and interest rate transactions, including but not limited to dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rates arrangements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to, or derived from any of the foregoing whether for the purpose of making a profit or avoiding a loss or managing a currency or interest rate exposure or any other exposure or for any other purpose.
- (20) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

- (21) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, of exchange, bills of lading, warrants, debentures, letters of credit and other negotiable or transferable instruments.
- (22) To undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.
- (23) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (24) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
- (25) To obtain any provisional Order or Act of the Oireachtas for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests.
- (26) To procure the Company to be registered or recognised in any country or place.
- (27) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (28) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful Federation, Union or Association or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company's or any other trade or business, or providing or safeguarding against the same or resisting or opposing any strike movement or organisation which may be thought detrimental to the interests of the Company or its employees, and to subscribe to any association or fund for any such purposes.
- (29) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise and by or through trustees, agents, or otherwise and either alone or in conjunction with others.
- (30) To distribute any of the property of the Company in specie among the members.
- (31) To do all such other things as the Company may think incidental or conducive to the attainment of the above objects or any of them.

NOTE: It is hereby declared that the word "Company" in this Clause (except where it refers to this Company) shall be deemed to include any partnership or other body of persons, whether incorporated or not, and whether domiciled in the Republic of Ireland, Northern Ireland, Great Britain or elsewhere.

NOTE: It is hereby expressly declared that each sub-clause of this clause shall be construed independently of each and every other sub-clause hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

Provided always that the provisions of this clause shall be subject to the Company obtaining where necessary for the purpose of carrying any of its objects into effect such licence, permit or authority as may be required by law.

3. The liability of the members is limited.
4. The share capital of the Company is €100,001 divided into 100,000 Ordinary Shares of €1.00 each and 1 Special Share of €1.00 each. The capital may be divided into different classes of shares with any preferential, deferred or special rights or privileges attached thereto, and from time to time the Company's regulations may be varied so far as may be necessary to give effect to any such preference, restriction or other term.

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WE, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association, and we agree to take the number of shares in the capital of the Company set out opposite our respective names:

| Names, Addresses and Descriptions of Subscribers   | Number of Shares taken by each Subscriber |
|--|---|
| Seamus Gillen<br>Clunagh House<br>Cloonagh<br>Tullamore<br>Co Offaly<br><br>Company Director | 50  |
| Keith Garry<br>Fenter<br>Killeigh<br>Co Offaly<br><br>Company Director                       | 50  |
| <b>TOTAL SHARES TAKEN</b>  | <b>100</b>                                |

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Dated this 2<sup>nd</sup> day of December 2008

Witness to the above signatures:-

Moss Gannon  
19 Ushnagh Court  
Mullingar  
Co Westmeath  
  
Accountant

# COMPANIES ACTS, 1963 TO 2009

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## COMPANY LIMITED BY SHARES

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### ARTICLES OF ASSOCIATION

(ADOPTED 1<sup>st</sup> February 2010)

-of-

### GLANPOWER LIMITED

#### PRELIMINARY

1. (A) The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1963 (as amended) (with the exception of regulations 8, 22, 24, 47, 51, 54, 75, 79, 84, 86 and 138) and the regulations contained in Part II of Table A aforesaid (with the exception of regulation 1 thereof) together with the regulations hereinafter contained shall constitute the regulations of the company.

#### SHARE CAPITAL AND SHARES

2. (2.1) The share capital of the Company is €100,001 divided into 100,000 Ordinary Shares of €1.00 each and 1 Special Share of €1.00 each.

(2.2) The Ordinary Shares shall have the right to receive notice of, attend and vote at general meetings of the Company save that they shall not have the right to appoint or remove directors, or in any way influence the composition of the Board. The Ordinary Shares shall also be entitled to receive dividends, if any, and in addition to repayment of capital in the event of the winding-up of the Company, shall be entitled to participate in any surplus arising thereon. The Special Share shall have the right to receive notice of and attend general meetings of the Company, but shall not have the right to vote thereat save in respect of the appointment or removal of directors or on resolutions affecting the composition of the Board. The Special Share shall not be entitled to receive dividends, and in the event of the winding-up of the Company shall only be entitled to a repayment of capital at par and shall not be entitled to participate in any surplus arising thereon.

3. Section 23(l) of the Companies (Amendment) Act, 1983 is hereby excluded in its application in relation to all allotments by the Company of equity securities as defined for the purposes of that Section.

#### LIEN

4. The lien conferred by Regulation 11 of Part I of Table A shall attach to all shares, fully paid or not, registered in the name of any person indebted to or under liability to the company, whether that person be the sole registered holder thereof, or shall be one of several joint holders. The costs, charges and expenses of enforcing the company's lien in respect of any shares or share shall be a first charge on the proceeds of sale thereof.

## TRANSFER OF SHARES

5. Any share of a deceased member may be transferred by his executor or administrator to the widow or widower, child or grandchild of such deceased member and Regulation 3 of Part II of Table A shall be modified accordingly.
6. An instrument of transfer of any share shall be executed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

## PURCHASE/REDEMPTION/CONVERSION OF COMPANY'S OWN SHARES

7. Subject to the provisions of Part XI of the Companies Act, 1990, the Company shall have the power:
  - 7.1 to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as shall be provided by the Articles of the Company PROVIDED THAT the date or dates for redemption may be determined by the Directors;
  - 7.2 to purchase its own shares (including any redeemable shares);
  - 7.3 to convert any of its shares into redeemable shares subject to the provisions of the Companies Acts, 1963 to 2003;
  - 7.4 to hold such shares as may be redeemed or purchased as "Treasury Shares" or to cancel such shares.

## RESOLUTIONS

8. Any such resolution in writing as is referred to in Regulation 109 of Part I of Table A or in Regulation 6 of Part II of Table A may consist of several documents in the like form each signed by one or more of the directors or members (or their duly authorised representatives) in that Regulation referred to.

## PROCEEDINGS AT BOARD AND GENERAL MEETINGS

9. The following words shall be added to the end of Regulation 53 of Part I of Table A "and fixing the remuneration of Directors".
10. Subject to Section 140 of the Act concerning Annual General Meetings, all other meetings (including Extraordinary General Meetings and Class Meetings of the members of the company (and all meetings of the Board of Directors including any committees of the Board of Directors) may be conducted by the use of a conference telephone or similar facility provided always that all the persons participating in the meeting can hear and contribute to the meeting, and any such participation in a meeting shall constitute presence in person at the meeting.

## BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money or to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to s.20 of the Companies (Amendment) Act, 1983, to issue debentures, debenture stock or other security whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## DIRECTORS

12. The first directors shall be the persons named in the statement delivered pursuant to s.3 of the Companies (Amendment) Act, 1982 and the first directors and all subsequent directors may on appointment or re-appointment be exempt from the regulations of Table A relating to rotation of directors.
13. Unless and until otherwise determined by an ordinary resolution of the company or by a resolution of the directors, the number of the directors shall not be less than two nor more than ten.
14. Every Director shall be entitled to receive notice of, and attend and speak at all general meetings of the holders of any class of shares in the capital of the Company, and Regulation 136 of Part I of Table A shall be modified accordingly.

## MANAGING DIRECTOR

15. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide, and on such terms as they think fit and if no period or terms are fixed, then such executive shall comply with

such directions as may be given to him by the Directors from time to time, and such appointment shall be automatically determined (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) if he shall cease to be a Director, and Regulation 110 of Part 1 of Table A shall be modified accordingly.

## NOTICES

16. Any notice required to be given by the Company to any person ("the recipient") under these articles may be given by means of delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the directors, to the address or number of the recipient notified to the Company by the recipient for such purpose (or if not so notified, then to the address or number of the recipient last known to the Company). Any notice so given shall be deemed, in the absence of any agreement to the contrary between the Company and the recipient, to have been served at the expiration of 48 hours after dispatch.

## INDEMNITY

17. Subject to Section 200 of the Act, every Director, Secretary, Agent or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 391 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss or damage incurred by the Company in the execution of the duties of his office or in relation thereto.

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**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

---

Seamus Gillen  
Clunagh House  
Cloonagh  
Tullamore  
Co Offaly

Company Director

Keith Garry  
Fenter  
Killeigh  
Co Offaly

Company Director

---

Dated this 2<sup>nd</sup> day of December 2008

Witness to the above signatures:-

Moss Gannon  
19 Ushnagh Court  
Mullingar  
Co Westmeath

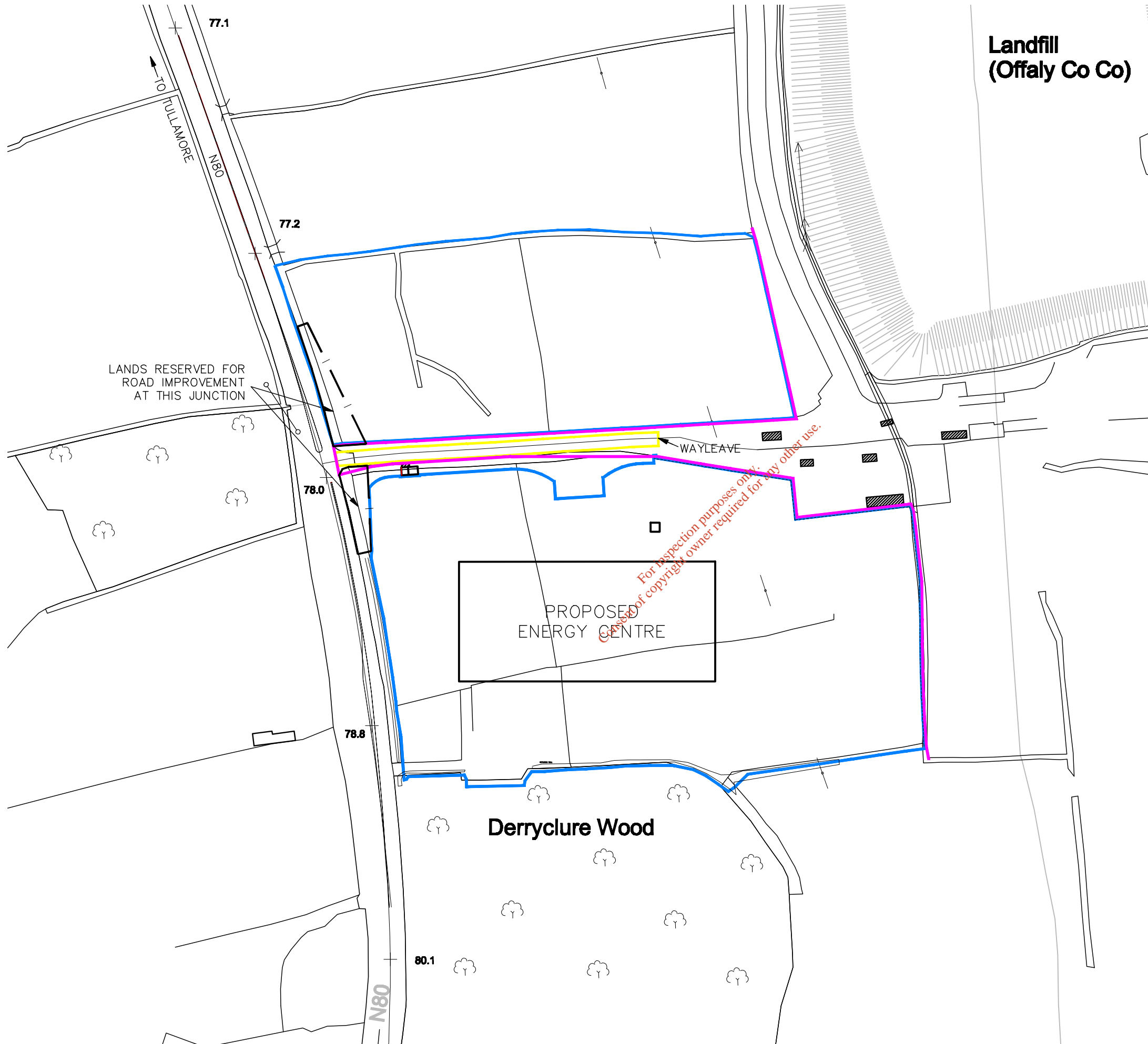
Accountant

## APPENDIX B.2

### SITE OWNERSHIP PLAN

(1 no. drawing)

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LANDS RESERVED FOR ROAD IMPROVEMENT AT THIS JUNCTION

Landfill  
(Offaly Co Co)

- LAND OWNED BY SEAMUS GILLEN (GLANPOWER DIRECTOR) & KATHLEEN GILLEN
- LAND OWNED BY OFFALY COUNTY COUNCIL

PROPOSED ENERGY CENTRE

Derryclure Wood

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**FORMAL ISSUE**  
20120615.133251 - MCCOD

|          |                          |     |      |             |     |          |
|----------|--------------------------|-----|------|-------------|-----|----------|
| <b>A</b> | ISSUED FOR WASTE LICENCE | LS  | TOS  | MD          | MD  | 02/05/12 |
| ISSUE    | DESCRIPTION              | DRN | ORIG | AUTH<br>CHK | APP | DATE     |

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|                               |  |
|-------------------------------|--|
| CLIENT                        | <b>GLANPOWER LTD</b>                   |
|                               |  |
| PROJECT                       | <b>DERRYCLURE ENERGY CENTRE</b>        |
| TITLE                         | <b>SITE OWNERSHIP PLAN</b>             |
| CLIENT REF.                   | CLIENT DRG No.                         |
| PROJECT No. <b>IE0310150</b>  | PM DRG No. <b>IE0310150-22-DR-0001</b> |
| <b>A3</b> SCALE <b>1:2000</b> |  |

## APPENDIX B.3

### SITE PLAN

(1 no. drawing)

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TO TULLAMORE  
N80

77.1

2

Landfill  
(Offaly Co Co)

- SITE BOUNDARY OF PROPOSED ACTIVITY
- LAND OWNED BY OFFALY COUNTY COUNCIL

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SUB-STATION  
E235118.59m  
N220223.63m

CAR PARK

**PROPOSED ENERGY CENTRE**

WATERTANK

TRUCK WASH

OILTANK

**Derryclure Wood**

Well

80.1

N80

**FORMAL ISSUE**  
20120615.133312 - MCCOD

|          |                          |     |      |             |     |          |
|----------|--------------------------|-----|------|-------------|-----|----------|
| <b>A</b> | ISSUED FOR WASTE LICENCE | LS  | TOS  | MD          | MD  | 02/05/12 |
| ISSUE    | DESCRIPTION              | DRN | ORIG | AUTH<br>CHK | APP | DATE     |

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CLIENT **GLANPOWER LTD**



PROJECT **DERRYCLURE ENERGY CENTRE**

TITLE **SITE PLAN**

|                              |  |
|------------------------------|--|
| CLIENT REF.                  | CLIENT DRG No.                         |
| PROJECT No. <b>IE0310180</b> | PM DRG No. <b>IE0310150-22-DR-0002</b> |

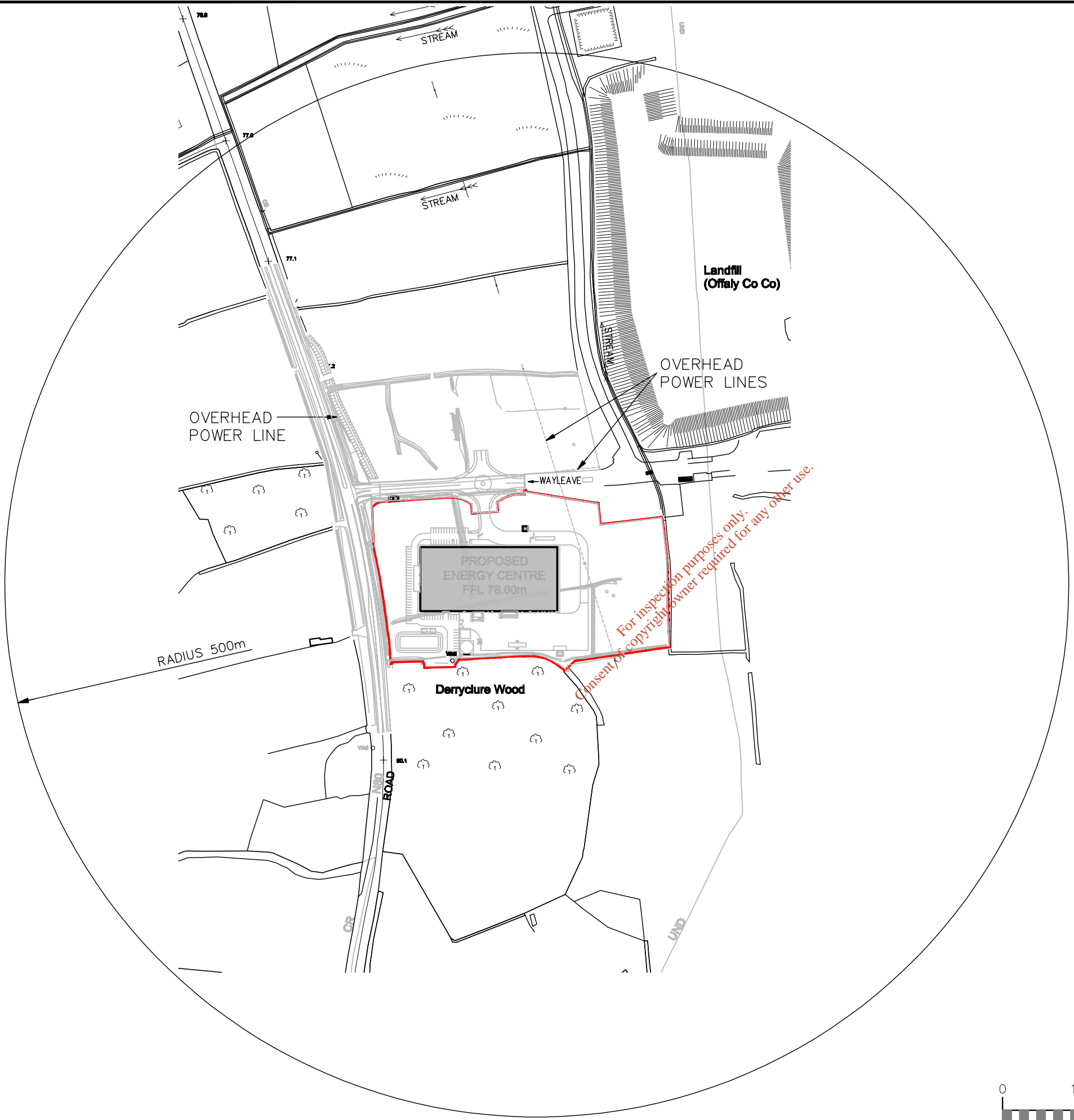
**A3** SCALE **1:2000**

## APPENDIX B.4

### LOCATION MAP

(1 no. drawing)

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RADIUS 500m

PROPOSED ENERGY CENTRE  
F.F.L. 78.00m

Derryclure Wood

Landfill  
(Offaly Co Co)

OVERHEAD POWER LINES

OVERHEAD POWER LINE

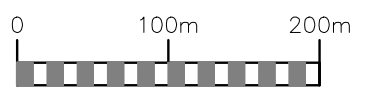
WAYLEAVE

ROAD

CR

UND

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**FORMAL ISSUE**  
20120615.133456 - MCCOD

|          |                          |     |      |             |     |          |
|----------|--------------------------|-----|------|-------------|-----|----------|
| <b>A</b> | ISSUED FOR WASTE LICENCE | LS  | TOS  | MD          | MD  | 02/05/12 |
| ISSUE    | DESCRIPTION              | DRN | ORIG | AUTH<br>CHK | APP | DATE     |

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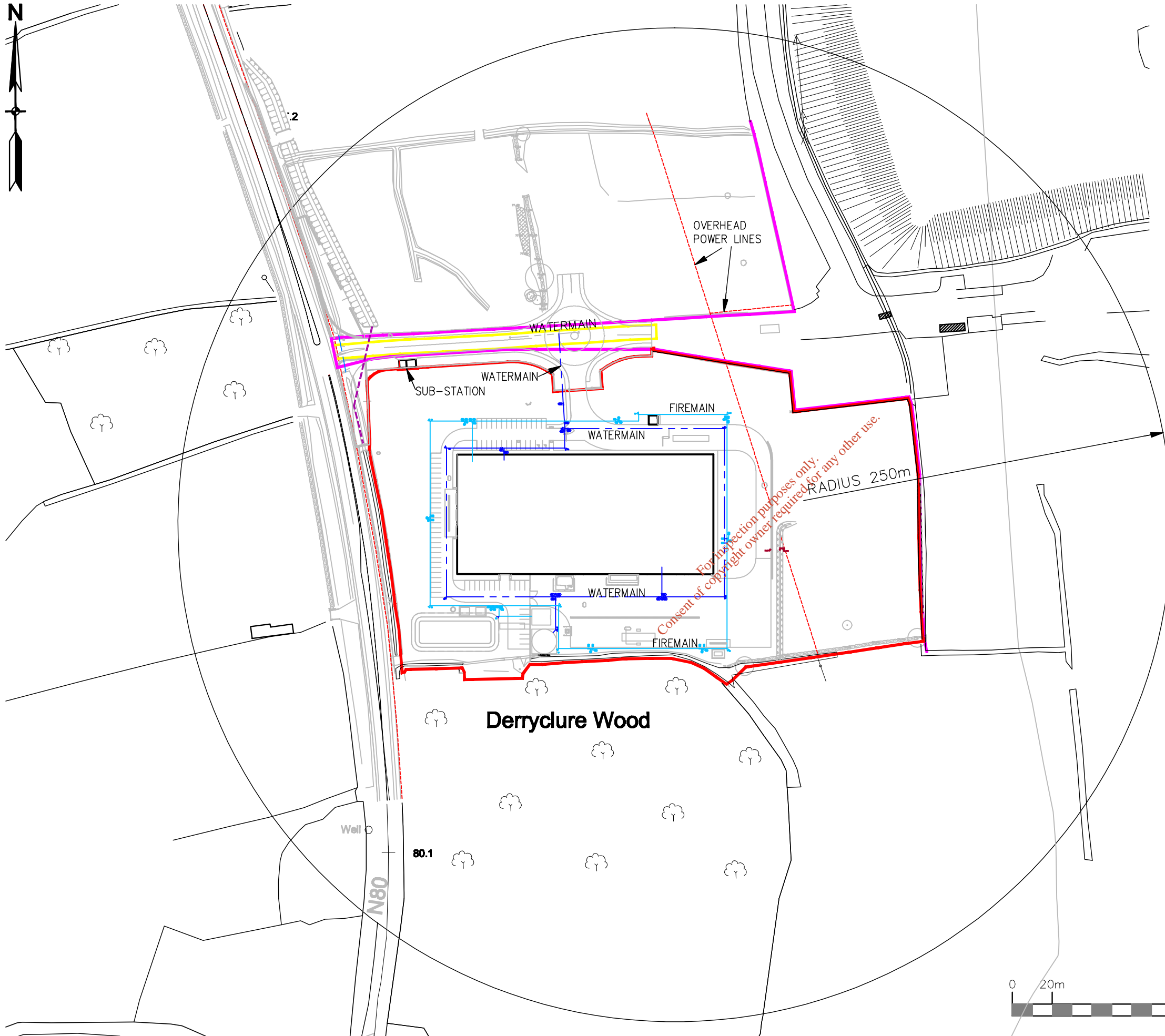
|                               |  |  |
|-------------------------------|--|--|
| CLIENT                        | <b>GLANPOWER LTD</b>                   |  |
|                               |  |  |
| PROJECT                       | <b>DERRYCLURE ENERGY CENTRE</b>        |  |
| TITLE                         | <b>LOCATION MAP</b>                    |  |
| CLIENT REF.                   | CLIENT DRG No.                         |  |
| PROJECT No. <b>IE0310150</b>  | PM DRG No. <b>IE0310150-22-DR-0003</b> |  |
| <b>A3</b> SCALE <b>1:4000</b> |  |  |

## APPENDIX B.5

### SERVICES PLAN

(1 no. drawing)

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**LEGEND**

- - - WATERMAIN
- FIREMAIN
- - - OVERHEAD LINES
- SITE BOUNDARY OF PROPOSED ACTIVITY
- LAND OWNED BY OFFALY COUNTY COUNCIL

NOTE:  
 PROPOSED SITE DRAINAGE NETWORKS  
 ARE SHOWN ON DRAWING No.  
 IE0310150-22-DR-0009

**FORMAL ISSUE**  
 20120615.133539 - MCCOD

|          |                          |     |      |             |     |          |
|----------|--------------------------|-----|------|-------------|-----|----------|
| <b>A</b> | ISSUED FOR WASTE LICENCE | LS  | TOS  | MD          | MD  | 02/05/12 |
| ISSUE    | DESCRIPTION              | DRN | ORIG | AUTH<br>CHK | APP | DATE     |

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|                               |  |  |
|-------------------------------|--|--|
| CLIENT                        | <b>GLANPOWER LTD</b>                   |  |
|                               | <b>PM GROUP</b>                        |  |
| PROJECT                       | <b>DERRYCLURE ENERGY CENTRE</b>        |  |
| TITLE                         | <b>SITE SERVICES PLAN</b>              |  |
| CLIENT REF.                   | CLIENT DRG No.                         |  |
| PROJECT No. <b>IE0310150</b>  | PM DRG No. <b>IE0310150-22-DR-0004</b> |  |
| <b>A3</b> SCALE <b>1:2000</b> |  |  |