

These are the notes referred to on the following official copy

Title Number CU95950

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Add to Ref Cu 95950.

**DEED OF GRANT OF AN EASEMENT TO INSTALL KEEP AND INSPECT A
TELECOMMUNICATIONS LINE AND ASSOCIATED APPARATUS**

County CUMBRIA
District Eden
Title No CU95950
Property Hill Top Farm Shap Penrith

We hereby certify that this is a true and
complete copy of the original

Turner & Debenhams
.....
TURNER & DEBENHAMS
6 St. Peter's Street, St. Albans, Herts. AL1 3LG
Solicitors

THIS DEED is made the 13th day of August 2002

1. **PARTICULARS**

- 1.1 "the Grantor" CATHERINE ELIZABETH BENTLEY and ALAN JEFFREY BENTLEY Trading as F & C E BENTLEY & SON of Hill Top Farm Shap Penrith Cumbria CA10 3LF which expression where the context so admits shall include their successors in title to the Land (as defined herein) and each and every part thereof
- 1.2 "the Mortgagee" NATIONAL WESTMINSTER BANK PLC of Manchester Securities Centre PO Box 339 Floors 14 and 15 Lowry House 17 Marble Street Manchester M60 2AH.
- 1.3 186k Limited ("186k"): the company whose registered office is at 130 Jermyn Street, London, SW1Y 4UR (Company Registration Number 3751494) which where the context so admits shall include its successors in title to the rights granted herein and any other person referred to in Clause 2.28
- 1.4 Title of the Grantor ALL THAT the land comprising the land and premises at Hill Top Farm Shap Penrith Cumbria which is registered at HM Land Registry with Absolute Freehold Title under Title No CU95950
- 1.5 Consideration: TWO THOUSAND AND SIXTEEN POUNDS (£2,016.00)
- 1.6 Date of Entry: the Seventh day of June 2001, being the date of entry by or on behalf of 186k onto the Land to carry out any works pursuant to the terms of the Form of Consent.

2. **DEFINITIONS AND INTERPRETATION**

The following words and expressions shall where the context so admits have the following meanings:-

- 2.1 "Access Way" means the route or routes to be employed by 186k in gaining access to the Strip of Land for the purposes of exercising its rights hereunder, as the same are determined in accordance with paragraph 25 of the Code of Practice.

Photo
Copy



▲@♦♥

2.2 "the Code of Practice" means the Code of Practice the date hereof which is annexed to the Form of Consent being the standard practice of 186k for the installation care maintenance and alteration of telecommunications lines in agricultural and other land.

2.3 "the Construction Strip" means the strip of land 10 metres in width centred upon the Line (as defined below).

2.4 "Duct" means a pipe or conduit of not more than 110mm nominal internal diameter which is not a Sub-Duct.

2.5 "Environmental Requirements" shall mean all applicable present and future authorisations registration duties of care codes of conduct regulations orders requirements obligations standards notices permits consents approval and licences issued imposed or directed by or under any law or legislation or by any relevant body (including but not limited to a United Kingdom Government Department Authority or Inspectorate a Local Authority the Environment Agency or the Health and Safety Executive or Commission) relating to:-

- (i) the use of the Land (including for the avoidance of doubt and without limitation the Town & Country Planning Act 1990 and related legislation and guidance);
- (ii) the transportation of Hazardous Material from the Land;
- (iii) the health and safety of employees and visitors and contractors and other persons at or in the vicinity of the Land;
- (iv) otherwise relating to the protection of the environment and/or the protection of human health

and all requirements pertaining to reporting notification and disclosure of information to employees to the public and to any relevant body aforesaid concerning any matter referred to above

2.6 "186k Activities" means any of the following: the exercise or purported exercise by or on behalf of 186k of the rights hereby granted or of any rights granted by the Form of Consent, or any breach of 186k's obligations under this Deed or the Form of Consent, or any conduct by or on behalf of 186k in compliance or purported compliance with any of its obligations under this Deed or the Form of Consent, or any other activities by or on behalf of 186k in on under or affecting the Land or any part of it (including without limitation and for the avoidance of doubt the assertion or exercise or any attempt to exercise or assert statutory rights or powers), or the presence of the Line, or the direct or indirect reliance by any person on the Line or on any service or transmission provided by or through the Line; and any reference in this Deed to the exercise of the 186k Activities is a reference to any such conduct as is involved in the 186k Activities whether by 186k or by its employees servants agents licensees invitees contractors and sub-contractors; and any reference to 186k in this Clause 2.6 includes a reference to any person to whom any of 186k's rights,

benefits or obligations in respect of the Line or any part of the Line are at any time (whether directly or indirectly) granted, assigned, transferred or disposed of in any way whatsoever and any 186k Third Party as defined in Clause 5.11 below.

- 2.7 "the Form of Consent" means the Consent to the laying of the Line given by the Grantor on the Second day of May 2001 and countersigned on behalf of 186k and dated the Seventh day of June 2001
- 2.8 "Grantor Contamination" shall mean any Hazardous Material present in on or under the Land at the date of the Form of Consent, to the extent that on or before the date of the Form of Consent the Grantor knew of its presence PROVIDED THAT the Grantor shall be deemed for these purposes to know of the presence of any Hazardous Material if (but only if) either (a) in fact the Grantor knows of such presence, or (b) the Grantor holds an environmental report or site investigation report revealing such presence or (c) reasonable enquiries of the Grantor's employees at the date of the Form of Consent would have revealed such presence.
- 2.9 "Hazardous Material" shall mean any substance (including but not limited to "controlled waste" within the meaning of Section 75 of the Environmental Protection Act 1990 (EPA) and any electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and any field, radiation or force associated with any such energy):-
- (a) the presence of which on its own or in combination or reaction with other substances may require work of containment restoration remediation or clean-up to be undertaken under any applicable law whether on or off the Land; or
 - (b) the presence of which causes or threatens to cause a nuisance whether private or public or a statutory nuisance within the meaning of Section 79 of the EPA; or
 - (c) the presence of which on adjacent properties could constitute a trespass by 186k; or
 - (d) which in an uncontained form may on its own or in combination or reaction with other substances cause pollution of the environment (the expression "environment" being defined in Section 1(2) of the EPA) or harm to human health or detriment to the amenities of the locality; or
 - (e) which is otherwise toxic explosive corrosive radioactive carcinogenic or mutagenic; or
 - (f) without limitation which contained poly-chlorinated biphenyls (PCBs) asbestos or urea formaldehyde foam insulation

but excluding for the purposes of construing "Grantor Contamination" any such substance caused to be present by normal agricultural operations or acts of good husbandry.

- 2.10 "the Initial Construction Period" shall mean the period which commences on the Estimated Date of Commencement of Installation (the expression "Estimated Date of Commencement of Installation" being defined in the Form of Consent) and ends on the date twelve months after the Estimate Date of Commencement of Installation or such later date as the parties shall agree in writing.
- 2.11 "the Land" means the land of the Grantor referred to in Clause 1.4.
- 2.12 "Licence" shall have the meaning set out in Clause 3.1.
- 2.13 "Licensed Operator" shall mean a person to whom transfer of the benefit of this Deed is permitted pursuant to Clause 5.11.
- 2.14 "Line" shall mean the telecommunications apparatus (as defined in paragraph 1(1) of Schedule 2 to the Telecommunications Act 1984) consisting of eight 33mm internal diameter Sub-Ducts and any cables or wires contained within the Sub-Ducts and any junction boxes (the surface area of each not exceeding 2m²) and any necessary marker posts the position of which is shown by the red line on the Plan.
- 2.15 "Losses" shall mean all claims demands damages losses and reasonably incurred costs and expenses including for the avoidance of doubt indirect and consequential losses, loss of profit or business, depreciation in the value of any land, and costs and expenses reasonably incurred with a view to reducing or minimising the likelihood or extent of any Loss.
- 2.16 "the Mortgage" means the Mortgage Deed dated the Fourth day of October 2000 by which the Grantor charged the Land together with other land by way of legal mortgage to secure the repayment to the Mortgagee of the principal sum with interest thereon.
- 2.17 "the Plan" means Plans Numbers NY5715/E/2767 annexed hereto at Schedule 1.
- 2.18 "the Relevant Consideration", in relation to the Grantor means the Consideration, and in relation to and any person who signs a Form of Consent, means a sum equal to the monetary consideration paid to them by 186k for signing this Deed or that Form of Consent as the case may be.
- 2.19 "the Strip of Land" means the strip of land 6 metres in width centred upon the Line (as defined above).
- 2.20 "Sub-Duct" means a pipe or conduit of not more than 33mm nominal internal diameter which may be directly buried in the ground.

- 2.21 "Works" shall mean the works comprised in the rights granted pursuant to Clause 4.1.
- 2.22 For all purposes of this Deed the terms defined in Clause 1 have the meanings specified therein.
- 2.23 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 2.24 Where the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons.
- 2.25 Any reference to a specific statute include any statutory extension or modification amendments or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" include any regulations or orders made under such statute or statutes.
- 2.26 The headings do not form part of this Deed and shall not be taken into account in its construction.
- 2.27 Any reference in this Deed to a party or the parties shall include either or both the Grantor or 186k as the case may be.
- 2.28 Any covenant by 186k or obligation on 186k to do or not do something shall (subject to the release contained in clause 5.11(B)) be construed as including a covenant or obligation on 186k to procure that all persons to whom all or any of 186k's rights, benefits or obligations in respect of the Line or any part of the Line are at any time (whether directly or indirectly) granted, assigned, transferred or disposed of in any way whatsoever, and all 186k Third Parties as defined in Clause 5.11(A) below and all of its or their respective employees servants agents licensees invitees contractors and sub-contractors do or do not do (as the case may be) that thing.
- 2.29 Any reference to 186k compensating or indemnifying the Grantor in respect of any matter shall be construed as an obligation on 186k to indemnify the Grantor on an after tax basis in respect of all Losses arising from or in respect of that matter.
- 2.30 Any provision under which 186k's consent is required shall be construed as requiring 186k not unreasonably to withhold or delay the giving of such consent.

3. RECITALS

3.1 The Desire of 186k to Install, Keep and Inspect the Line

186k has been granted a licence authorising the running of telecommunications systems in the United Kingdom (the "Licence") under section 7 of the Telecommunications Act 1984. Section 8 of that Act applies to the Licence.

◆●① ☺
 ☺

The Licence applies to 186k the Telecommunications Code contained in Schedule 2 to the Telecommunications Act 1984 subject to the exceptions and conditions set out in Schedule 4 to the Licence.

186k is pursuant to the Licence the operator of a public telecommunication system in the United Kingdom and desires to install, keep installed, maintain and inspect the Line which shall be comprised in the operator's system run by 186k.

3.2 Deed to Grant Easement

The Grantor has agreed to grant to 186k the rights to lay the Line under the Strip of Land and execute works on the Strip of Land, keep the Line on or under it and enter the Land to inspect and maintain the Line and the Mortgagee has agreed to join herein in manner hereinafter appearing and 186k has agreed to enter into the covenants hereinafter contained.

The Mortgagee agrees that its respective interest in the Land shall be bound by the agreement of any occupier in the same manner as the Grantor as before set out.

4. GRANT OF EASEMENT

4.1 Grant of Easement

In consideration of the Consideration now paid by 186k by the election of the Mortgagee to the Grantor (the receipt of which the Grantor acknowledges) and of the warranties by 186k herein contained the Grantor GRANTS and the Mortgagee as mortgagee hereby confirms and releases to 186k the following rights:

- (A) to enter onto the Construction Strip during the Initial Construction Period in order to install the Line under the Strip of Land;
- (B) to install, maintain, repair (including necessary replacement of Ducts and/or Sub-Ducts on a like for like basis) and inspect the Line under the Strip of Land but not to add to the number of Ducts nor materially increase the external dimensions of the Line nor, save to the extent required by a mandatory legal requirement, to otherwise alter adjust enhance or upgrade the Line PROVIDED THAT for the avoidance of doubt a replacement of a Duct or Sub-Duct is not "like for like" if it materially increases the total of the internal dimensions of the Duct or Sub-Duct comprised in the Line, or if it avoidably materially increases the external dimensions of the Line) AND PROVIDED FURTHER THAT (subject to the foregoing proviso and for the further avoidance of doubt) the number, type and capacity of cables and other media passing through the Ducts may be altered, replaced or installed at any time without requiring further consent at the discretion of 186k in accordance with this Deed);

- (C) to enter onto the Access Way (if no Access Way has been shown coloured brown on the Plan then over such parts of the Land as may be reasonably required) in order to obtain access to the Strip of Land for the purposes set out in Clauses 4.1 (A) and (B) and to obtain access to neighbouring land on which 186k has installed or will install telecommunications apparatus contiguous with the Line at reasonable times on the giving of 14 days' prior written notice or at all times in the event of an emergency when no notice shall be required; and
- (D) to keep the Line under the Strip of Land

5. COVENANTS BY 186k

186k HEREBY COVENANTS with the Grantor as follows PROVIDED THAT the covenants in this Clause 5 are given by 186k and its successors in title (namely, all "Transferees" pursuant to Clause 5.11) to the Grantor and its successors in title.

- 5.1 In exercising the 186k Activities 186k shall take all reasonable precautions to avoid obstruction to or interference with the use of the Land and damage and injury thereto and to any persons using the Land and shall comply with the terms of the Code of Practice
- 5.2 Subject to and in accordance with this Clause 5, and in accordance with the Code of Practice save to the extent that the Code of Practice conflicts with the terms of this Deed, 186k shall so far as is reasonably practicable and with all practicable speed make good all damage or injury to the Land or to any persons caused by the exercise of the 186k Activities and shall make full compensation for Losses to the Grantor and/or carry out reinstatement in respect of any such damage or injury
- 5.3 186k shall keep the Line in proper repair and condition
- 5.4 186k shall indemnify and keep indemnified the Grantor
 - (A) against all Losses suffered sustained or incurred arising from or in the course of the 186k Activities except to the extent that such Losses are an action claim or demand proven to arise as a result of the wrongful act of the Grantor and without prejudice to the release contained in Clause 5.11(B); and
 - (B) without prejudice to the generality of Clause 5.4(A), against any liability to or claim or proceedings by any Transferee or 186k Third Party (each as defined in Clause 5.11(A) below) or any other person in respect of the 186k Activities howsoever arising to the extent that the aggregate liability of the Grantor over the duration of this Deed to all or any of 186k and any Transferee and any 186k Third Party and any other person in respect of the 186k Activities howsoever arising and whether in respect of related or unrelated matters (the "Aggregate Liability") would

by reason of such liability, claim or proceedings exceed a sum equal to the Relevant Consideration.

- 5.5 Without prejudice to Clause 5.4 186k shall take all reasonable steps to prevent and 186k shall indemnify and keep indemnified the Grantor against all Losses whensoever suffered sustained or incurred by virtue of:
- (i) any damage or destruction of the Line by any person other than the wrongful act of the Grantor; and
 - (ii) any emissions or radiation of any kind from the Line or anything passing through or along it whether or not they comply with the recommendations or requirements for the time being of the National Radiological Protection Board, the Radiocommunications Agency or any other statutory authority.
- 5.6 186k shall pay all rates and taxes and other impositions which may be imposed in respect of the Line or the rights hereby granted
- 5.7 186k shall obtain and keep in full force and effect at all times a valid policy or policies of insurance against public and third party liability and covering all and any claims by the Grantor under this Deed or otherwise in respect of the 186k Activities. The said policy or policies shall be with automatic reinstatement so that cover of Ten Million Pounds (£10,000,000) is maintained at all times. The sum of Ten Million Pounds shall be adjusted annually on the first day of April each year to reflect the change in the Retail Price Index over the preceding 12 months. 186k shall produce a copy of the said policy or policies to the Grantor promptly on request at any time and shall ensure that the interest of the Grantor is noted on the said policy or policies.
- 5.8 If at any time there is any interference with or disturbance of the functioning of any drain or drainage system, watercourses, pipes, cables, wires, laser optical fibres, electronic data or impulse transmission, communication or reception systems or other channels or conductors of services in on or under the Land which can reasonably be shown by the Grantor to have been caused by the exercise of 186k Activities then 186k shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid. In so doing 186k shall act in accordance with the Code of Practice save to the extent that the same conflicts with the terms of this Deed.

PROVIDED that in any case where 186k has given written notice to the Grantor that 186k irrevocably accepts liability under Clause 5.4 or 5.5 in respect of any action claim or demand comprising any Losses the Grantor shall not settle or compromise any action claim or demand comprising any Losses as is referred to in Clause 5.4 and 5.5 of this Deed without the prior consent of 186k (such consent not to be unreasonably withheld or denied) unless not to do so would in the reasonable opinion of the Grantor cause it material prejudice in a way for which Clause 5.4 or 5.5 does not adequately compensate it.

- 5.9 If requested or afforded the opportunity by the local planning authority to provide information concerning the integrity of the Line and/or any comment or opinion as to how best the Line can be accommodated in any proposed development in connection with the Land referred to in any Local Plan made pursuant to the Town and Country Planning Act 1990, and/or any comment or opinion on any proposals for amending, revising or producing such Local Plan, 186k shall promptly notify the Grantor that such request has been made and shall consult with the Grantor prior to providing any information, comment or opinion to the local planning authority. 186k shall similarly consult prior to making any unilateral step which might influence such a Local Plan.
- 5.10 On request 186k will promptly provide to the Grantor such information as the Grantor may request for the purpose of confirming or monitoring whether 186k has complied or is complying with its obligations under this Deed or in order to enforce the Grantor's rights under this Deed or in connection with any proposed development in connection with the Land, unless 186k can demonstrate that it is in all the circumstances wholly unreasonable for that information to be requested.
- 5.11
- (A) Subject to Clause 5.11(C), 186k (for the purposes of this Clause 5.11, the "Transferor") shall not transfer sell assign or otherwise dispose of the benefit in whole or in part of this Deed to any person (the "Transferee") unless:
- (1) the Transferee is certified by its auditors to be a company which is a public telecommunications operator with an enterprise value of at least £50,000,000 (Fifty Million Pounds) and holds a licence granted under Section 7 of the Telecommunications Act 1984 pursuant to which they run a telecommunication system (as such term is defined in section 4 of the Telecommunications Act 1984) of which the Line forms part or owns the telecommunication system of which the Line (or any part thereof) forms part and will operate it through such a person
 - (2) such Transferee agrees by way of a direct deed of covenant with the Grantor in the form set out in Schedule 2 to be bound by the obligations expressed to be assumed by 186k and by the other provisions of this Deed (excepting the payment of the Consideration to the extent already paid but including without limitation and for the avoidance of doubt the provisions of Clause 6(A) – (D) below and the obligations of the Transferor under this Clause 5.11).
 - (3) The Transferor bears the Grantor's costs in connection with the deed of covenant referred to in the previous subparagraph and notifies the Grantor in writing not more than 30 days thereafter of any such transfer, assignment or disposal

PROVIDED THAT if the Transferor enters into an agreement with any person relating to the Line or use of the Line under which the Transferor neither disposes of the benefit in whole or in part of this Deed nor ceases to run the telecommunications system of which the Line forms part (an "186k Third Party") then for the avoidance of doubt, this sub-Clause 5.11(A) shall not apply to such agreement.

For the further avoidance of doubt it is hereby agreed and declared that the Transferor, notwithstanding anything to the contrary in this Deed, shall be permitted to provide telecommunication services of whatever nature to whomsoever it chooses by means of the Line or the telecommunications system of which the Line forms part and to have the right to sell or resell capacity in that said telecommunications system or a part thereof and sell a right of usage in the Line. Nothing in this Deed shall be taken as restricting the ability of the Transferor to charge, pledge, mortgage or in any way or form encumber the benefit of this Deed as part of any financing or re-financing arrangements with a bona fide finance institution, investor or lender.

- (B) On any dealing permitted under Clause 5.11(A) on receipt of an executed deed of covenant from the Transferee in the prescribed form under Clause 5.11(A)(2) the Grantor shall enter into a deed to release the Transferor from all past, present and future claims, demands, liabilities and obligations under this Deed PROVIDED THAT the Transferor shall bear the Grantor's costs in connection with the said deed of release.
 - (C) If the Transferor makes a disposal to which Clause 5.11(A) applies as a result of being compelled to do so by the Director General of Telecommunications exercising powers under the Telecommunications Act 1984, then the Transferor shall not be liable to the Grantor for contravening Clause 5.11(A) in respect of that disposal Provided That the Transferor shall have used its best endeavours to resist being compelled to do so by all lawful means at its disposal, and without prejudice to the generality of Clause 5.4 (indemnity), the Transferor shall indemnify and keep indemnified the Grantor against any Losses which they at any time suffer sustain or incur as a result of such disposal.
- 5.12 186k in the exercise of the 186k Activities shall and the Line shall at all times comply with all Environmental Requirements subsisting from time to time, including (without limitation and for the avoidance of doubt) by obtaining and retaining in full force and effect and complying with all necessary permits, licences, approvals, consents and authorisations. Where an Environmental Requirement is imposed upon or becomes applicable to the Grantor as a result of the 186k Activities (including without limitation under any nature conservation or heritage legislation, designation or notification), then 186k shall comply with it on behalf of the Grantor consulting throughout with the Grantor and shall indemnify it in respect of any Loss arising in respect of such Environmental Requirement or any contravention thereof.

- 5.13 186k shall comply with all of its obligations in this Deed and the opening paragraph of this Clause 5 shall apply to those obligations as if they were covenants contained in this Clause 5
- 5.14 186k shall at all times and from time to time on the occasion of access being required to the Line perform and observe the duties set out in the Code of Practice
- 5.15 186k shall in the exercise of the 186k Activities and in respect of the Line at all times and from time to time comply with all applicable laws statutes bye-laws regulations or orders and with best practice and all of the 186k Activities shall be exercised with all due skill and diligence
- 5.16 If at any time or from time to time 186k becomes aware of any peer reviewed research or other comparable information about the health, safety and/or environmental effects and implications of apparatus such as the Line of which a reasonably prudent owner or occupier of the Land could reasonably be expected to wish to be informed, 186k shall promptly inform the Grantor and shall promptly and to the best of 186k's knowledge at the relevant time answer any questions raised in relation thereto by the Grantor. If it becomes apparent (whether as a result of 186k's obligations under this Clause 5.16 or otherwise) that a reasonably prudent owner or occupier of the land would have concern as to possible risks to the health or safety of any person on the Land or as to any other adverse effects on the Land or (having regard to the indemnities and other protections in this Deed) on the saleability or value of it, then the Grantor shall be entitled to require 186k to remove the Line installed pursuant to this Deed or the Form of Consent PROVIDED THAT 186k (upon agreeing to indemnify the Grantor fully in respect of such possible risks or adverse effects) shall first be afforded a reasonable opportunity to seek to make alternative arrangements in respect of the re-routing of or other works to the Line. For the avoidance of doubt, the fact that the Grantor has received the Consideration shall be disregarded in assessing any adverse effect on the saleability or valuation of the Land or any part of it.
- 5.17 On the termination of this Deed by any means (including without limitation by operation of law) 186k shall within a reasonable period following the request of the Grantor remove the Line, and shall make good and reinstate any damage caused by such removal in accordance with Clause 5.2 and shall return the Land to the condition it was in prior to exercise of the 186k Activities complying in doing so with any reasonable request of the Grantor. If the Line is not removed (whether or not the Grantor requests their removal) the Grantor shall be entitled at the expense of 186k to arrange for the removal of all or part of the Line if to do so furthers any legitimate use of the Land.

6. COVENANTS BY THE GRANTOR

The Grantor hereby covenants with 186k as follows PROVIDED THAT:

- (A) the covenants in this Clause 6 are given by the Mortgagee and the Grantor and its successors in title to the Grantor's land as described in

Clause 1.4 and every part thereof to the intent and so as to bind the same into whosoever hands the same may come; and

- (B) in respect of the Grantor and each of its successors in title to such land, once that person shall have parted with all of its interest in such land that person shall not be liable for any breach of the covenants of this Clause 6 save that such transfer shall not affect that person's liability to 186k in respect of any breach of any of such covenants to the extent that such breach occurs prior to the effective date of such transfer; and
- (C) save in respect of liability for acts or omissions by the Grantor which in either case are both malicious and deliberate and which damage or injure the Line, the aggregate liability of the Grantor over the duration of this Deed to all or any of 186k and any Transferee and any 186k Third Party and any other person in respect of the 186k Activities howsoever and whensoever arising and whether in respect of related or unrelated matters or claims in respect of the 186k Activities howsoever arising (and whether arising under this Deed or the Form of Consent or the Code of Practice or otherwise) shall not exceed a sum equal to the Relevant Consideration, and neither 186k nor any Transferee nor any 186k Third Party shall take any action or institute any proceedings against the Grantor which would prejudice this limit on the aggregate liability of the Grantor to all such persons; and
- (D) the Mortgagee shall be liable only when the Mortgagee is in possession and then only in relation to such land as it is in possession of.

- 6.1 The Grantor shall not maliciously and deliberately, by act or omission, damage or injure the Line and (save to the extent that the same conflicts with the terms of this Deed) shall comply with the terms of the Code of Practice PROVIDED THAT if at the time of any action which causes damage or injury to the Line the Line is not installed in accordance with the terms of this Deed (including if its depth below ground level is not at that time as great as that provided for in paragraph 17 of the Code of Practice) then it shall be for 186k to prove that that action would have caused such damage or injury if the Line had been so installed AND PROVIDED FURTHER THAT it shall be for 186k to prove that prior to the time of any action which causes damage or injury to the Line 186k has provided information to the Grantor which is sufficient to enable the Grantor to identify precisely the location of the Line
- 6.2 The Grantor shall not without the prior consent in writing of 186k make or cause or permit to be made any material alteration to or make any permanent deposit of anything upon any part of the Strip of Land or the Access Way so as to interfere with or obstruct the Access Way or interfere with the operation of the Line or so as to lessen or in any way interfere with the support afforded to the Line by the surrounding soil including minerals or so as materially to reduce the depth of soil above the Line

6.3 Subject to Clause 8, the Grantor shall not erect or install or knowingly cause or knowingly permit to be erected or installed any building or structure or permanent apparatus in through upon or over the Strip of Land or the Access Way

6.4 The Grantor shall comply with all of its obligations in this Deed

PROVIDED THAT nothing in this Clause shall apply to the presence entry or escape of Hazardous Materials (liability for which is addressed in Clause 10) nor prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the written consent (which shall not be unreasonably withheld or delayed) of 186k or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid and PROVIDED FURTHER THAT save under this Clause 6 the Grantor shall have no liability to 186k whether under this Deed or the Form of Consent or the Code of Practice otherwise for anything which the Grantor did not knowingly do, cause or permit.

7. DISPUTE RESOLUTION:

7.1 Small Claims

- (A) Subject to Clause 7.1(B) below the parties agree that any disputes arising which relate exclusively to either (a) one or more of the matters set out in Schedule 3 or (b) relating to liability for or the amount of any professional fees payable hereunder shall be referred to expert determination in accordance with this Clause 7(1).
- (B) The provisions of this Clause 7.1 will not apply if the dispute in question forms part of a dispute or series of disputes (whether or not covering the same subject matter) where the amount of any Losses claimed (judged at the time of the referral to the President of the Central Association of Agricultural Valuers ("CAAV")) exceeds (or appears likely to exceed) £10,000 (excluding interest) nor to any disputes in which non financial relief is sought.
- (C) In the absence of agreement between the parties to the dispute, the selection of the expert shall be at the sole discretion of the President for the time being of the CAAV to whom any party may (either jointly with any other party or unilaterally) refer a matter in dispute by delivering to the President of the CAAV (and simultaneously to all other parties to the dispute) a written notice requesting that an appointment be made, such notice to include a brief summary of the background to the dispute and a clear statement of the amount sought by way of compensation.
- (D) The procedure for the conduct of the determination process by the appointed expert shall be at the sole discretion of the expert (who shall act as an expert not as an arbitrator), albeit that matters such as the agreement of the expert's terms of reference (if any) may be the subject

of consultations and/or negotiations with the parties to the dispute. The expert must be mindful at all times (when determining the procedure to be adopted and otherwise) that the parties intend the procedure to be swift and cost effective. The parties will co-operate in good faith to agree and implement the procedural and other requirements of the expert.

- (E) In reaching his / her determination (including a determination as to which of the parties should bear the costs of the expert procedure, including the parties' costs and those of the expert) the expert shall have particular regard to the relative resources of the parties and to their conduct, both as regards the disputed matters and the conduct of the expert determination procedure. The parties agree that the expert may appoint an independent legal advisor to assist him in reaching his determination in circumstances where the dispute involves a point of law or the interpretation of the Deed and that the reasonable costs of obtaining such advice shall form part of the costs of expert procedure.
- (F) Should the appointed expert fail to reach a determination within 4 calendar months of the date of the request for an appointment under Clause 7.1(C) above, or, in the case of an agreed expert, from the date of the appointment, any party may apply to the President of the CAAV to appoint an alternative expert to determine the dispute and it will be at the sole discretion of the President, taking into account all relevant circumstances, including the reasons for the delay or failure to issue a determination, whether or not to appoint an alternative expert.
- (G) The expert's determination pursuant to this Clause 7.1 shall be in writing and shall be delivered to all parties to the dispute simultaneously. It will be final and binding upon the parties (save in the event of manifest error).
- (H) All sums payable by one party to another pursuant to the expert's determination shall be paid within 5 business days of receipt by the paying party of the determination.
- (I) No party may invoke the procedure in sub-Clause 7.1(A) - (H) above unless and until they have first served a written notice on the party in default specifying in reasonable detail the nature of their complaint and giving the defaulting party not less than 28 days from receipt of the notice to remedy the matters specified in the notice. Only if the dispute has not been resolved to the satisfaction of the party by whom the notice was served within the 28 days (or if the matters in issue are incapable of remedy) may the dispute be referred to the independent expert in accordance with the other provisions of this Clause 7.

7.2 Other Disputes

- (A) Any disputes arising out of or in connection with this Deed, other than disputes governed by Clause 7.1 above or Clause 7.3 below, shall be determined in accordance with this Clause 7.2 (a "Clause 7.2 Dispute").
- (B) Subject to Clause 7.2(N) the parties agree to submit any Clause 7.2 Dispute to a neutral third party (the "Mediator") under the model mediation procedure of the Centre for Dispute Resolution ("CEDR") or another independent body providing comparable dispute resolution services.
- (C) Any submission to mediation ("Mediation") under this Clause 7.2 can be made by any party to a Clause 7.2 Dispute.
- (D) The Mediator will at all times act, and endeavour to be seen to act, fairly and (subject to Clause 7.2(H) below) with complete impartiality towards the parties to the Mediation without any bias in favour of any party.
- (E) All communications relating to, and at, the Mediation will be without prejudice. The representatives of the parties attending the Mediation must have the necessary authority to settle the Clause 7.2 Dispute.
- (F) The procedure adopted at the Mediation itself will be determined by the Mediator, after consultation with the parties and/or their representatives.
- (G) Each party will, simultaneously through CEDR (and in accordance with CEDR's model Mediation procedure) or (if so agreed by all parties to the dispute) through and using the procedure of another body providing comparable dispute resolution services exchange with the other party or parties and send the Mediator at least 2 weeks before the Mediation (or other such date as may be agreed between the parties):
 - (1) a concise summary stating its case in the Clause 7.2 Dispute; and
 - (2) copies of all the documents to which it refers in the case summary and to which it may want to refer at the Mediation.
- (H) If the parties are unable to reach a settlement in the negotiations at the Mediation any party who is in dispute with 186k may, at their absolute discretion, request the Mediator to produce for the parties a non-binding written recommendation on terms of settlement. This will not necessarily attempt to anticipate what a Court might order but will set out what the Mediator suggests are appropriate settlement terms in all the circumstances, including (but not limited to) the respective resources of the parties to the Clause 7.2 Dispute.
- (I) Any settlement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the parties.

(J) Every person involved in the Mediation will keep confidential and not used for any collateral or ulterior purpose:

- (1) the fact that the Mediation is to take place or has taken place, and
- (2) all information (whether given orally, in writing or otherwise), produced for, or arising in relation to, the Mediation including the settlement agreement (if any) arising out of it

except in so far as it is necessary to implement and enforce any such settlement agreement.

(K) None of the parties to the Mediation Agreement will call the Mediator or the mediation body as a witness, consultant, arbitrator or expert in any litigation or arbitration in relation to the Clause 7.2 Dispute and the Mediator and mediation body will not voluntarily act in any such capacity without the written agreement of all the parties to the relevant Clause 7.2 Dispute.

(L) Save as agreed to the contrary, the fees of the mediation body (which include the Mediator's fee) and the other expenses of the mediation will be borne equally by the parties and shall be paid to the mediation body in accordance with its fee schedule and terms and conditions of business.

(M) Each party will bear its own costs and expenses of its participation in the Mediation.

(N) In the event that the Mediation does not resolve the Clause 7.2 Dispute (or if all of the parties to the dispute agree in writing to dispense with mediation and that the dispute should be resolved in accordance with this Clause 7.2(N)), the Clause 7.2 Dispute will be resolved (irrespective of the quantum thereof) either:

- (1) by expert determination (in accordance with Clause 7.1 above);
- (2) by the Clause 7.2 Dispute being referred to and finally determined by a single arbitrator (to be agreed upon by the parties to the dispute or failing agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors) under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this Clause 7.2, the seat of arbitration being England (and in exercising his discretion in relation to the award of costs under Article 28 of the said Rules the arbitrator shall have particular regard to the relative resources of the parties and to their conduct, both as regards the disputed matters and the conduct of the arbitration) and, save as aforesaid, the provisions of the Arbitration Act 1996 for the time being in force shall apply to any such reference and determination and, for the avoidance of doubt, the costs of the arbitration shall be part of the award of the Arbitrator; or

(3) by the English Courts.

the choice of dispute resolution mechanism being at the absolute discretion of the party in dispute with 186k and if there is more than one party to the dispute with 186k at the absolute discretion of the person with the superior interest in the land to which the dispute relates.

7.3 Interlocutory Relief

- (A) The parties acknowledge that damages alone may not be an adequate remedy for 186k should it need to protect the integrity of the Line and/or prevent injury or damage to the Line and/or ensure that access to the Line is preserved by enforcing compliance with obligations under the Deed or Form of Consent by any other party. Accordingly, but without prejudice to any submission which the parties may wish to make in respect thereto, all parties acknowledge that 186k shall be entitled to apply to the English courts for the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of the provisions of this Deed by any other party.
- (B) 186k will only be able to rely upon this Clause 7.3 in relation to circumstances of emergency or absolute necessity for the purposes of protecting such integrity, preventing such injury or damage and/or ensuring such access as is referred to in Clause 7.3(A). In all other circumstances, the parties should submit to the methods of dispute resolution provided for in Clauses 7.1 or 7.2 above (depending upon the nature of the relief or remedy sought and, if monetary, the amount thereof).

7.4 General

- (A) 186k shall indemnify and keep indemnified the other parties to this Deed for any Losses that may arise as a consequence of 186k contravening any of the Dispute Resolution provisions set out in Clause 7.
- (B) Subject to the provisions of Clauses 7.1 and 7.2 above, in the event that any matter is referred to a court, the parties irrevocably agree that the English courts shall have exclusive jurisdiction in relation thereto and waive any objection to proceedings in such courts on the grounds that the proceedings have been brought in an inconvenient forum.
- (C) In accordance with Clause 20 below, this Deed and any disputes arising hereunder shall be governed, construed and determined in accordance with English law.

8. RESTRICTIONS ON CERTAIN DEVELOPMENT AND ARRANGEMENTS FOR RELOCATION OF THE SAID WORKS

- 8.1 Where any planning permission has been obtained, whether by way of a grant of planning permission under the Town and Country Planning Act 1990 or as

deemed planning permission given under other legislation and including for the avoidance of doubt permission granted under any development order (together "Planning Permission", and any reference to an application for planning permission shall be construed in relation to deemed planning permission as a reference to any application in connection with deemed planning permission which may be granted), or where any such planning permission is to be applied for, by or on behalf of or with the consent or support of the Grantor, and implementation of such planning permission will or might reasonably be expected to necessitate relocation, alteration or removal of the Line (whether or not the Line has at the relevant time actually been installed), then the Grantor shall be entitled to give 186k written notice thereof not less than six months in advance of such implementation.

- 8.2 186k agrees that provided the Grantor has given it prior notice of the proposed application and taken due account of any objections or comments made by 186k which can reasonably be accommodated at no additional cost to the development in question it will not lodge any objection to an application for planning permission under the Town and Country Planning Act 1990 for development of any part of the Land made by or on behalf of or with the consent or support of the Grantor.
- 8.3 In respect of any proposed development of which notice is given pursuant to Clause 8.1, the "Trigger Circumstances" shall be any of the following:
- (A) The presence of the Line will prevent delay or increase the cost to the Grantor of the development of the Land pursuant to the Planning Permission; or
 - (B) Planning permission for that proposed development is refused wholly or partly because of the presence or prospective presence of the Line; or
 - (C) Planning permission for that proposed development is granted subject to conditions which it is reasonable to conclude were imposed wholly or partly because of the presence or prospective presence of the Line; or
 - (D) It is reasonable to conclude that either (B) or (C) above would be the case were a determination to be made in respect of an application for planning permission for that proposed development (whether or not it has at the relevant time been applied for) – in default of agreement, any dispute on this point shall be determined by an independent expert; or
 - (E) Permission is not available under a development order because of the presence of the Line; or
 - (F) It is reasonable to conclude that the presence or prospective presence of the Line is likely to result in any provision in a local plan which restricts the development potential of all or any part of the Land – in default of agreement, any dispute on this point shall be determined by an independent expert.

- 8.4 Where, in respect of any proposed development of which notice is given pursuant to Clause 8.1, any of the "Trigger Circumstances" apply, then the following provisions shall apply in relation to that proposed development:
- (A) If 186k and the Grantor agree compensation to be paid by 186k to the Grantor in respect of such Trigger Circumstances, then 186k shall promptly pay such compensation. For the avoidance of doubt the parties shall be entitled to agree or fail to agree compensation at their sole discretion and no dispute in respect of compensation under this Clause 8.4(A) shall be subject to any dispute resolution procedure (whether pursuant to Clause 7 above or otherwise) without the express agreement of both parties.
 - (B) If at any time either party notifies the other in writing that compensation pursuant to Clause 8.4(A) cannot be agreed, then subject to Clause 8.5 186k shall remove the relevant part of the Line and having done so shall be entitled (if it elects to do so) to install it along a route in, through, upon or over the Land which shall be in such position as may be agreed between 186k and the Grantor (neither party's agreement to be unreasonably withheld or delayed) and which will cause the least possible interference with the use and enjoyment of the Land and the proposed development PROVIDED THAT prior to such relocation the Grantor and the Mortgagee shall enter into a supplemental Deed granting to 186k similar rights to those granted hereunder relating to the relocated position on or under a piece of land of no lesser width than the Strip of Land and upon terms similar to those set out in this Deed, save that the Consideration in such supplemental Deed shall be nil. For the avoidance of doubt compensation shall be payable by 186k for loss of crop or other damage caused to the Grantor.
- 8.5 On the first two (but only the first two) occasions when the Line are relocated as a result of the application of Clause 8.4(B), such relocation including the Grantor's reasonable costs in relation to the relocation of the Line (including, without limitation, surveyors and legal fees) shall be at the cost and expense solely of 186k. On any subsequent occasions such relocation shall be at the cost and expense of the Grantor.
- 8.6 As soon as practicable after the entry into the supplemental Deed described in Clause 8.4(B) 186k shall relocate the Line to the Strip of Land subject of that said Deed.
- 8.7 186k shall be responsible for keeping itself informed of any developments or prospective developments which might affect the Line or the exercise of its rights under this Deed. However, without limiting this responsibility and without prejudice to Clause 8.1 the Grantor shall use reasonable endeavours to inform 186k by notice in writing as soon as reasonably practicable after it makes or becomes aware of a planning application which it believes would, if implemented, necessitate the relocation, alteration or removal of the Line.



9. INCORPORATION OF THE MINING CODES

- 9.1 The provisions of Clauses 5 and 6 shall have effect subject to this Clause
- 9.2 Subject to the provisions of this Clause the provisions (in this Clause called "the said provisions") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 78 to 85 of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated herein
- 9.3 The said provisions shall be construed as if references to the Mine Owner were references to the Grantor references to the Company were references to 186k references to any railway or works of the Company were references to the Works and references to rail level were references to top of Line level.

10. ENVIRONMENTAL PROVISIONS

- 10.1 Before and in the course of the excavations required for the laying and installation of the Line, 186k shall carry out such investigative works and such remedial works as are (in light of such investigations) in each case reasonable and appropriate to (1) identify the presence of any Hazardous Materials in on under or affecting the Land; (2) ensure that they (and any Hazardous Materials disclosed to 186k by the Grantor at any time prior to the carrying out of the relevant Works) do not adversely affect the Line or the exercise of the rights hereby granted in this Deed; and (3) ensure that neither the Line nor the exercise of the rights granted in this Deed will adversely affect any Hazardous Materials referred to in this Clause 10.1 or give rise to Losses on the part of the Grantor in respect thereof. 186k shall promptly on request from the Grantor provide to it such information as 186k has on the steps taken or to be taken in compliance with this Clause 10.1 and on the results of those steps.
- 10.2 The Grantor shall, within a reasonable time of receiving a written request from 186k to do so (which request must specifically refer to this Clause 10.2 and its implications), use all reasonable endeavours to disclose to 186k all Grantor Contamination PROVIDED THAT the Grantor shall have no liability in respect of any breach of this Clause 10.2 to the extent that the presence of the Grantor Contamination could reasonably be expected to be revealed by investigations by 186k pursuant to Clause 10.1 AND PROVIDED FURTHER THAT, for the avoidance of doubt, references in this Clause 10.2 to "the Grantor" do not include a reference to its successors in title to the Land or any part thereof.
- 10.3 Without prejudice to the generality of the indemnities in Clause 5, 186k shall indemnify and keep indemnified the Grantor against all Losses suffered or incurred by the Grantor arising from the presence in on or under or from the entry onto or escape or emanation from the Land of any Hazardous Material where either (a) such presence entry escape or emanation are caused wholly or partly by the exercise of the 186k Activities or (b) even though such presence entry or escape is not so caused Losses suffered or incurred by the Grantor in respect thereof are so caused PROVIDED THAT

- (A) As between 186k and the Grantor this indemnity shall not apply to any Grantor Contamination; and
 - (B) where the said 186k Activities do not cause the said entry or escape but cause knowledge of it on the part of the Grantor and it is this knowledge which gives rise to the Loss suffered or incurred by the Grantor then this indemnity shall apply only where the Grantor did not originally cause the said presence, entry or escape; and
 - (C) 186k shall so far as reasonably practicable expeditiously rectify remediate remove treat or render harmless any Hazardous Materials to which this indemnity applies and remediate any damage or other adverse consequences of it
- 10.4 With the intent that enforcing authorities should be encouraged to impose Environmental Requirements on the indemnifying party rather than on the indemnified party where an indemnity in Clause 5 or this Clause 10 applies, 186k undertakes to join with the Grantor on request in confirming to any public body or authority which is or may be considering whether or not to impose any Environmental Requirements in relation to any Hazardous Materials other than Grantor or Lessee Contamination or how to apportion or attribute liability in respect of such Environmental Requirements that 186k is liable under this Deed in respect thereof and in inviting the said body or authority to impose the Environmental Requirement and liability therefor on 186k rather than on the Grantor, whether pursuant to paragraph D.37 of Annex 3 to DETR Circular 2/2000 or otherwise.

11. DUE DATES AND INTEREST PAYMENTS

- 11.1 Save where otherwise agreed between the parties or stated below the date from which interest accrues on a payment owing under this Deed (including without limitation any indemnity) shall be the date of the Loss or due date of payment, whichever is the earlier
- 11.2 Interest shall accrue on unpaid sums at a rate equal to the County Court judgment rate from time to time and shall accrue from the date when such payment is due hereunder until such payment is made
- 11.3 The payment of interest by a party pursuant to this Clause shall not constitute in any way a waiver of nor in any other way prejudice any other remedies available to the non-defaulting party
- 11.4 The dates from which interest shall accrue are as follows:
- (A) as to the Consideration, from the Date of Entry or (if sooner) from the date hereof
 - (B) as to compensation claims for crop loss, or other disturbance arising from the Deed, 28 days from the date of the loss

- (C) for any other payment, 28 days from when it is due (which in the case of a sum claimed under an indemnity shall be 14 days after the date on which the sum is claimed)

12. SERVICE OF NOTICES

12.1 Any notice (which term shall in this Clause include any other communication) required to be given under this Deed or in connection with the matters contemplated by it shall, except where otherwise specifically provided, be in the English language in writing (which for the avoidance of doubt shall include typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible form, other than writing on an electronic display screen or similar device)

12.2 Any such notice shall be addressed as provided in Clause 12.3 and may be:

- (A) personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 08.00 hours on the next Business Day; or
- (B) if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting; or
- (C) if from or to any place outside the United Kingdom, sent by pre-paid priority airmail, in which case it shall be deemed to have been given seven Business Days after the date of posting; or
- (D) sent by facsimile, in which case it shall be deemed to have been given when despatched, subject to confirmation of uninterrupted transmission by a transmission report provided that any notice despatched by facsimile after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 08.00 on the next Business Day.

12.3 The addresses and other details of the parties referred to in Clause 12.2 are, subject to Clause 12.4:

Name: CATHERINE ELIZABETH BENTLEY and ALAN J
EFFREY BENTLEY trading as F & C E Bentley & Son

Address: Hill Top Farm Shap Penrith Cumbria CA10 3LF

Name: 186k Limited

For the attention of: The Company Secretary

Address: 130 Jermyn Street, London, SW1Y 4UR

- 12.4 Any party to this Deed may notify the other parties of any change to the address or any of the other details specified in Clause 12.3, provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later, and provided also that any new address shall be in the United Kingdom.

13. SCHEDULE 2 OF THE TELECOMMUNICATIONS ACT 1984

For the avoidance of doubt, save to the extent expressly agreed herein by reference to any specific provision in Schedule 2 to the Telecommunications Act 1984, it is hereby agreed and declared that 186k agrees to waive (save in so far as such waiver shall be illegal, void, invalid or unenforceable pursuant to paragraph 27(2) of the said Schedule 2) any of its rights provided for in the said Schedule 2 to the extent that the same would override or frustrate any express provision of this Deed. For the avoidance of doubt, this is without prejudice to and does not otherwise prevent the Grantor from pursuing against 186k any rights, remedies or other courses of action set out in the said Schedule 2.

14. OWNERSHIP OF TELECOMMUNICATIONS APPARATUS

The Line shall, subject to Clause 6.1, remain the property of 186k or its transferees at all times.

15. CERTIFICATE OF VALUE

IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds (£60,000.00)

16. TERMINATION

Termination of this Deed by any means (including without limitation by operation of law) shall be without prejudice to:

- (A) any rights or obligations to which any of the parties to this Deed may be entitled or be subject before such termination, which rights and obligations shall remain in full force and effect; and
- (B) the remaining in full force and effect of the indemnities in Clause 5 whether or not any cause of action thereunder has arisen at the date of termination; and
- (C) the remaining in full force and effect of the limit on the Grantor's liability contained in Clause 6

17. WAIVER, ETC

The rights, powers and remedies provided in this Deed are cumulative and not exclusive of any rights, powers or remedies provided by law or otherwise. No failure to exercise nor any delay in exercising by any party to this Deed of any

right, power, privilege or remedy under this Deed shall impair or operate as a waiver thereof, and nor shall any single or partial exercise of any such right, power, privilege or remedy prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

18. ENTIRE AGREEMENT

18.1 This Deed, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings and arrangements, whether in writing or oral, relating to such subject matter.

18.2 No variation of this Deed shall be effective unless made in writing and executed by all of the Parties to this Deed.

19. THIRD PARTY RIGHTS

No person other than the parties to this Deed, their respective successors and assignees shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms except to the extent that this Deed expressly provides to the contrary. Only a person to whom 186k has assigned all or part of its interest in this Deed in accordance with Clause 5.11 shall be treated as a successor or assignee of 186k for the purposes of this Clause 19, and 186k will reimburse the additional costs of the Grantor in dealing with more than one claimant in respect of actions based on the same event or circumstances.

20. LAW AND JURISDICTION

20.1 This Deed shall be governed by, and construed in accordance with, English law.

21. TESTIMONIUM OF DEED

21.1 Each party intends this document to be a deed and executes and delivers it as its deed.

21.2 The signing of this Deed by officers of 186k and Mortgagee as witnesses to the affixing of the common seal of 186k and Mortgagee shall also constitute its signing by 186k and Mortgagee for the purposes of s.2 Law of Property (Miscellaneous Provisions) Act 1989.

22. REGISTRATION OF RIGHTS

The Grantor applies to the Chief Land Registrar to enter notice of the rights granted by this deed in the Charges Register of Title Number CU95950. The Mortgagee as proprietor of the Charge dated the Fourth day of October 2000 and registered in entry number 4 in the Charges register of Title Number CU95950 confirms the grant of the rights granted by this deed and consents to the entry requested above being made in the charges register of that title. The Mortgagee undertakes to lodge the Charge Certificate with HM Land Registry for such purpose.

IN WITNESS whereof this document has been executed and delivered as a deed on the date first before written.

Signed as a Deed and Delivered by the said
CATHERINE ELIZABETH BENTLEY

CE Bentley

in the presence of:-

Y. M. Ashton
YVONNE MARY ASHTON
WAXIDE COTTAGE, OLD TEBAY
PENRITH, CUMBRIA, CA10 3ST
General Assistant

Signed as a Deed and Delivered by the said
ALAN JEFFREY BENTLEY

A. J. Bentley

in the presence of:-

Y. M. Ashton
YVONNE MARY ASHTON
WAXIDE COTTAGE, OLD TEBAY
PENRITH, CUMBRIA, CA10 3ST
GENERAL ASSISTANT.

Signed as a Deed by

Joselyn Jones

as Attorney in their capacity as Documentor Sheffield
Credit Documentation for and on behalf of
NATIONAL WESTMINSTER BANK PLC

in the presence of:-

Miss J. Jones
Bank Official
Sheffield Credit Documentation
P O Box No 502
2nd Floor, 42 High Street
Sheffield S1 3YW

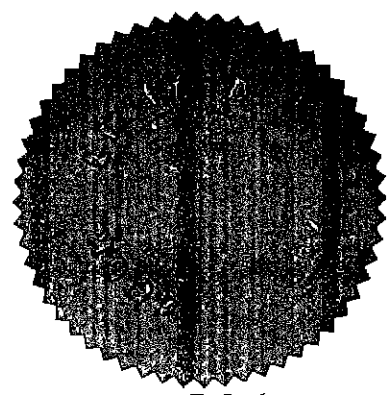
Executed as a Deed under the Common Seal
of 186k Limited in the presence of:

Director

J. Registe
15/05/02

Director/Secretary

An. nash



506

SCHEDULE 2

Deed of Adherence and Assumption of Obligations

THIS DEED is made on

BETWEEN

- (1) [name] of [address] (the “**Grantor**”);
- (2) [[name] of [address] (the “**Lessee**”)];
- (3) [[name] of [address] (the “**Mortgagee**”)];
- (4) **186k LIMITED** whose registered office is 130 Jermyn Street London SW1Y 4UR (company registration number is 3751494) (“**186k**”)
- (5) [name] of [address] whose company registration number is [number] (the “**Assignee**”)

Introduction

- (A) The Grantor [and Lessee and Mortgagee] and 186k entered into a Deed of Grant of Easement to install keep and inspect a telecommunications line and associated apparatus on [date of Deed] a copy of which for identification purposes only is annexed hereto (the “**Deed of Easement**”).
- (B) By a Deed of Assignment of even date hereto 186k will assign to the Assignee all of its interest right title benefits burden liabilities and obligations pursuant to and under the Deed of Easement to the Assignee (the “**Deed of Assignment**”). It is a condition of the assignment that the assignment evidenced by the Deed of Assignment does not occur until the Assignee has entered into this Deed.

Now this Deed witnesseth as follows:

- 1 The Assignee hereby covenants with the Grantor [and the Lessee and the Mortgagee] that it shall be bound by the obligations expressed to be assumed by 186k pursuant to and under the Deed of Easement and shall observe perform and be bound by the provisions of the Deed of Easement as if it is were a party thereto in place of 186k.
- 2 This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same Deed.

IN WITNESS WHEREOF the parties hereto have duly executed this document as a Deed the day and year first before written.

[Space for Attestations]

!!n a| hã©|î■£© f→■ ° k■©ŷ ©_J ©c©©êk_ãNZqxε_T■ llñ=■ z } ll_L°ó_Tñ°úS√ñ©©ó©♦sL©©♦

SCHEDULE 3

Small Claims

Matters to which the small claims procedure set out in Clause 7.1 shall apply, subject to Clause 7.1(B) of this Deed:

Winter Working, Timber, Fencing, Straying Stock, Protection & Reinstatement of Services, Protection of Water Supplies, Soils, Depth of Works, Trial Holes, Support of Structures, Ditch Crossings, Sporting Rights, Land Drains, Reinstatement of Roads, Access to Working Strip, Reinstatement of Land, Compensation to Occupier, Fossils and other Articles of Value; Set-Aside and other Like Payment

Code of Practice
in respect of the installation of a telecommunications line
in or under agricultural and other land
by 186k Limited ("186k")

Introductory Note

This Code of Practice forms part of a National Agreement between the Country Landowners-Association, the National Farmers Union and 186k. The purpose of that Agreement is to safeguard CLA and NFU members' interests and to facilitate 186k in the rapid roll-out of a national network of fibre optic cabling pursuant to its Telecommunications Licence.

This Code of Practice sets out the methods 186k will use in the construction of the Line, whether the right to install has been conferred by agreement or by Court Order.

Definitions

see Appendix 1 – The Deed of Grant.

Code of Practice

186k shall ensure that when executing the Works the following conditions relating to the farming of the Land and allied matters are observed.

1. The Works

The Works will be throughout executed in accordance with best practice and under the supervision of an appropriately qualified engineer acting on behalf of 186k (the "Engineer") which will make available a reasonable number of suitable persons to undertake liaison with Owners/Occupiers who are farmers on agricultural and related matters and generally maintain contact with the Owners and Occupiers along the Line. The Owner and Occupiers will be informed of the name, address and telephone number of the Engineer's representative to whom queries may be addressed. 186k will accept responsibility for the actions of its contractors and of its sub-contractors and of all persons it employs in connection with the Works, except for things properly and safely done expressly at the request of the Owner or Occupier outside the terms of the Deed of Grant. Owners and Occupiers of land along the route of the Line are asked not to negotiate with or approach any party other than 186k's Engineer or other accredited representative. Engineers or other representatives will produce identity and proof of authority on request.

2. Protection of Gas Pipeline and Position of the Works

BG Transco plc has imposed upon 186k the same restrictions on working in proximity to high pressure gas pipe-lines as it would impose upon any independent telecommunications operator with a view to ensuring the integrity of the existing gas pipeline. Prior to construction of the Works 186k will erect a barrier parallel to and 10.00m from the gas pipeline. Therefore, generally the Works will be constructed parallel to and at least 13.00m from the gas pipeline but will be always agreed with the Owner and or Occupier.

3. Route Variations

The Route of the Line shall be agreed between the Owner, the Occupier and 186k prior to the entering into the Agreement and shall be clearly identified and coloured red on the Plan attached thereto. 186k shall plan the Route of the Line such to minimise trenching and will ensure the following:

- A) That all junction boxes and associated chambers are, so far as it is reasonably practicable, located in hedgerows or uncultivated land
- B) That, so far as it is reasonably practicable, adverse effects on existing and planned uses of the Owner's land are minimised (including the avoidance of siting surface inspection covers in open fields or cultivated land
- C) That adverse effects on features of archaeological, historical or scientific importance are avoided; and
- D) That all reasonable requests of the Owner and Occupier are taken into account

186k shall not deviate materially from the planned Route without prior written consent of the Owner. If the length of the planned Route is increased as a result of an agreed variation, 186k shall make additional payments to the Owner and Occupier, the amount of such additional payments being the rate per metre at the time being multiplied by the number of metres by which the length of the planned Route has been exceeded. An agreed variation to the planned Route made at the request of the Owner or Occupier made after the Agreement is entered into will not attract such additional payments.

4. Working Width

The Working Width taken for the purposes of constructing the Works generally will be not more than 10.00m. It will generally be for access for all purposes associated with construction including access to third party land affected by the Works or 186k's telecommunications apparatus installed on that third party land. In certain circumstances, for example at road, rail, river and canal crossings, an additional width or other access route may be required. Except in emergency such additional widths or access routes will be agreed as a separate matter with the Owners and Occupier.

As soon as reasonably practicable after the initial Works are completed 186k will supply the Owners and Occupiers with a drawing showing the position of the Works. The scale of the drawings will be at the discretion of 186k.

5. Winter Working (not applicable to the Southern Ring)

Winter working is envisaged but will be carried out only where 186k reasonably believes (after consultation with Owner and Occupier) that ground conditions permit so as not to cause permanent damage to soil structure. In the event of a disagreement between 186k and the Owner and Occupier as to the suitability of ground conditions for winter working the matter will be referred to an independent expert.

6. Commencement of the Works

Written notice of intention to commence the Works will be given to Occupiers before 186k enters the Land prior to the initial Works. The notice period will be as long as reasonably possibly but in any event the notice period will not be less than as follows: Walking surveys, 7 days. Soil surveys, 7 days. Start of construction, 14 days. The Works will be, so far as it is possible, carried out in accordance with a programme of which the Occupier will be kept informed.

7. Record of Condition

Before entry on the Land to construct the Works 186k will at its own expense prepare and supply to the Occupier and Owner a photographic and written record of the condition of any affected part of the Land for agreement with the Owner or Occupier.

8. Trees, Hedgerows and Timber

186k will only remove trees and hedgerows from within the working width or land otherwise affected by the Works after consultation between 186k and the Owners and Occupier and in accordance with Town and Country Planning and other applicable legislation. All timber will remain the property of the timber owner or be cut and disposed of in accordance with the reasonable requirements of the timber owner. Where timber is cut and disposed of 186k will compensate the Owner for any loss thereby reasonably incurred by the timber owner.

9. Trenching

A) Wherever possible the Works will be constructed utilising a chain trencher.

B) During the course of the Works 186k will take adequate measures to protect the public

10. Fencing

Demarcation fencing will be used to mark the working width. Where excavations are to be open for longer than 48 hours or are for junction boxes, where the Works are not constructed as described in 9 above, or where special circumstances dictate, fencing of an appropriate type will be erected to enclose the Works during construction. Such fencing will be adequate for the purpose of excluding members of the public and animals and to prevent trespass.

11. Soil Pests and Diseases

186k in conjunction with Owners and Occupiers directly affected by construction of the Works will at 186k's expense take such reasonable precautions as may be necessary to avoid the spreading of soil borne pests and diseases such as prescribed by MAFF in its circular "Precautions Against The Spread Of Animal And Plant Diseases, Guidelines for Contractors Undertaking Major Works Affecting Agricultural Land" or such other relevant circulars as may be issued from time to time and will also take reasonable precautions against any soil borne pests and diseases as advised to them by any Owner or Occupier prior to entry. If MAFF declares the Land to be infected by a notifiable disease the Works will be suspended pending guidance from MAFF.

12. Straying Stock

186k will after consultation with the Occupier take all necessary precautions to prevent the straying of livestock and will compensate the owner of such livestock for all injury death loss damage or claims arising where such straying is due to any act or omission on the part of 186k. In the case of injury or death to livestock a certificate of injury and probable cause will be required from a veterinary expert which in the case of a valid claim for compensation will be paid for by 186k.

13. Bridging

Wherever an access is obstructed by 186k's excavations proper and adequate temporary bridging of the trench will be provided and also any bridging that may be reasonably required to provide any necessary alternative access.

14. Protection & Reinstatement of Services

186k will take all necessary precautions including any investigations necessary to ensure that existing services are not affected by the Works but if any such services are affected by the Works 186k will take all reasonable steps to reinstate the services to their condition immediately before the Works commenced and 186k will compensate the Owner and or Occupier for any losses arising from the interruption. 186k will take all necessary steps to permit the provision of any new or improved access or water supply pipe and drains reasonably required after the execution of the works.

15. Protection of Water Supplies

All necessary precautions will be taken to protect all watercourses and water supplies against pollution. All proper steps will be taken to reduce to the minimum any interference with water supplies. 186k will provide temporary alternative water supplies if necessary.

16. Soils

Where the width of the trench does not exceed 250mm 186k will be under no obligation to carry out topsoil stripping or to keep separate top soil and sub soil. Unless ground conditions and or soil structure dictates a 4.00m wide top soil strip, top soil will otherwise be stripped for a width of 1.00m above the works. The width of the top soil strip to be removed will be discussed with the Occupier. In the course of excavation all top soil will be so far as reasonably possible kept separate and top soil and subsoil will be replaced carefully after the completion of the Works. In the case of a 4.00m wide top soil strip surplus subsoil will be spread over the stripped area prior to restoration of the top soil. In the case of a 1.00m wide topsoil strip surplus subsoil will be deposited at a location and by agreement with the Owner elsewhere on the Land. Provided that the surplus is so deposited it shall become the Owner's or Occupier's own risk and liability. Otherwise surplus subsoil will be taken away by 186k and disposed of in an appropriate manner. All cultivated lawn turf will be carefully cut, rolled and stacked, and carefully reinstated or replaced with turf of a similar quality in accordance with good agricultural practice.

17. Depth of Works

The Works (except junction boxes and access chambers which will where possible be placed in hedgerows or on uncultivated land) will be laid to contour with a depth of cover of not less than 1.10m from the original surface to the top of the Works except where necessary for good engineering or safety reasons and then with the agreement of the Owner and or Occupier. The Works will be generally constructed so as to avoid as far as possible continued interference with normal agricultural operations or any planned use of the land.

18. Trial Holes

Trial holes in advance of the Works where necessary will be opened only after consultation between the Occupier and the Engineer or his representatives. The methods of carrying out the trial holes will be such as to cause the least practicable disturbance of the Occupier and 186k will pay appropriate compensation for any damage or disturbance caused.

19. Support of Structures

Temporary underpinning, supports and other protective measures for buildings structures and apparatus in or adjacent to any trench will be of proper design and sound construction and will be securely placed to the reasonable satisfaction of the Owner or Occupier and of the Engineer.

20. Ditch Crossings

Where the Works cross below a ditch or stream the Works will be protected by a 150mm thick concrete slab located at such a depth so as to provide at least 300mm cover from the true cleaned bottom of the ditch or stream to the top of the concrete slab. All ditches open drains or watercourses interfered with by the Works will be maintained in effective condition during construction and finally restored to at least as good a condition as before the commencement of the Works.

21. Sporting Rights

186k will take all reasonably practicable steps to protect fishing and sporting rights and will pay compensation for any loss or damage to such rights arising out of the construction of the Works.

22. Dogs & Poaching

186k will advise contractors that their employees should not carry out poaching nor bring dogs on the workings areas except as may be necessary for security or other reasonable purposes.

23. Land Drains

Particular care will be taken to ensure that the minimum amount of damage or disturbance to land drains is caused and where practicable, the Works will be constructed to run below the level of land drains.

The methods to be employed in repairing damage to field drainage and or any additional drainage work which may be deemed necessary will be agreed with the Owner and or Occupier as appropriate and failing agreement, will be referred to an expert under the Claims Procedure. Where possible plans of any existing schemes should be made available to 186k.

The position of all land drains cut by or disturbed during excavation will be prominently marked by pegs at both sides of the trench immediately following their location.

In cases where land is not let on a fully secure Agricultural Tenancy, agreements on repairs and reinstatement will involve the Owner. Such reinstatement and repairs will be carried out by an appropriately qualified drainage contractor.

If subsequent to completion of the Works normal farming operations are reasonably required to be carried out by, hand digging rather than mechanical means in order to prevent damage to the Works, 186k will, subject to prior agreement with the Occupier, reimburse the reasonable and proper additional costs incurred.

24. Reinstatement of Roads and Other Routes

Private roads and footpaths crossed or affected by the Works will be permanently reinstated to a condition at least equivalent to that subsisting before the commencement of the works to the reasonable satisfaction of the Owner or Occupier.

25. Access to Working Strip

So as to minimise soil damage, access to the working strip and subsequent access to chambers shall be taken by means of existing farm tracks. Such means of access will be agreed with the Occupier prior to the commencement of the Works. The means of subsequent access to chambers will be agreed with the Owner and Occupier and will be recorded on the plan annexed to the Deed of Grant.

26. Reinstatement of Land

26.1 Agricultural land will be reinstated to a condition as near as reasonably practicable to that subsisting before the commencement of the Works to the reasonable satisfaction of the Owner or Occupier. Additional topsoil and cultivated lawn turf will be provided as reasonably required. 186k will promptly remove any surplus and waste materials generated. After completion of the Works, 186k will backfill all excavation and complete final reinstatement or will give the Occupier the opportunity to undertake the final reinstatement at 186k's expense and in accordance with an agreed Schedule of Works. For final reinstatement work carried out by the Occupier, 186k will be liable for any defects unless 186k can show that any defects therein were caused by a defect for which 186k is not liable. Fences, walls and hedges will be replaced with appropriate materials in each case. Where required by the Owner or Occupier hedges will be replaced by quicks protected by suitable fencing. Where reasonably practicable 186k will maintain any replanted hedge until it is established and effective.

- 26.2 (i) Voluntary Remedial Plan for Reinstatement – where continuing crop loss occurs year after year 186k may approach the Owner or Occupier to discuss a voluntary agreement to enter a remedial plan for reinstatement. Such a plan will be prepared following agreement between both parties and will contain sufficient detail of outstanding work, including a valuation of costs to do the work, which is required to restore the land. By agreement between 186k and the Owner or Occupier 186k will either do the work set out in the plan or pay the Owner or Occupier the agreed sum to do the same (either in a lump sum or phased payment following completion of certain works). Several reviews will take place throughout the plan with a view to ultimately confirming completion of the agreed remedial work. Notwithstanding the above the enduring liabilities of 186k under this Code and the Deed of Grant will remain in place.
- (ii) The reasonable professional charges of properly qualified land agents, surveyors or factors engaged to assess and settle a voluntary remedial plan for reinstatement will be met by 186k.

27. Ancillary Apparatus

Any such apparatus so installed will be wherever practicable sited by agreement between the Owner or Occupier and the Engineer or his representative. Extra compensation will be paid for such apparatus (except marker posts). As far as is practicable marker posts will be sited in or adjacent to hedges or fences. Marker posts and apparatus will not be treated with any substance toxic to livestock.

28. Inspection & Maintenance

186k will give as much notice as practicable of any subsequent entry to the Owner and Occupier. Wherever practicable the Occupier will be consulted as to the means of access necessary to carry out such Works. Such Works will be suspended or restricted to comply with any requirements of MAFF and the Occupier if the area is declared by MAFF to be infected by a notifiable disease. 186k may wish to have the Works inspected approximately twice a year and all representatives of 186k entering upon the land for the purpose of the rights granted will carry and produce on request adequate means of identification.

29. Compensation and Reinstatement and other Payments

29.1 All claims for compensation and for reinstatement due to a failure of 186k to comply with the Code of Practice or otherwise arising under the Deed of Grant shall be dealt with under the claims procedure set out in Clause 8 of the Deed of Grant.

Owners and Occupiers are encouraged to discuss their claims with 186k prior to initiating the formal claims procedure and to arrive at a negotiated solution. 186k will do what it can to facilitate that process.

29.2 The Occupier's Payment is for the early return of the consent forms within the requisite period specified in the offer letter. It is also for the extra time and trouble incurred by the Occupier as a result of his dealing with negotiations relating to the laying of the Line, attending meetings and site inspections prior to commencement of the Works. The payment also allows 186k to take entry for survey and soil investigation purposes prior to the commencement of the Works.

29.3 Where an Occupier spends time properly in work in connection with the Works on his land, reasonable and proper compensation will be paid.

30. Voluntary Discharge of 186k's Obligations

186k may ask the Owner to agree a full and final discharge of 186k's obligations under the Deed of Grant, in particular with regard to restoration in consideration of a sum to be paid to the Owner. This is a voluntary matter and likely to be considered when restoration has been concluded in accordance with a jointly agreed and managed programme. Following agreement, a Form of Discharge will be attached to the Deed of Grant. The discharge will only relate to all previous Works undertaken by 186k and will not affect the position in respect of subsequent works. Note: Owners are encouraged to take legal advice before signing the Form of Discharge. 186k will reimburse the Owner the reasonable charges of a properly qualified solicitor engaged for the purpose of advising in connection with the Form of Discharge.

31. Diversion

Provision is made in Clause 9 of the Deed of Grant for the diversion of the Line in certain circumstances where it interferes with development.

32. Fossils and Other Articles of Value

During the course of Works and the exercise of the rights granted to 186k fossils, coins or other articles of value may be discovered. Subject to the law of treasure trove 186k regards such objects as being the property of the Owner and will make appropriate provision in any contract with the contractors and impose a similar duty in respect of contracts entered into by contractors with subcontractors. 186k (and its contractors and subcontractors) will make reasonable efforts to comply with the reasonable requirements of the Owner with respect to such objects provided that the Owner will pay all costs reasonably incurred by 186k in so doing.

33. Professional Charges

- (1) 186k will reimburse the Owner the reasonable and proper professional charges of a solicitor engaged by the Owner for the purpose of advising in connection with the rights and obligations contemplated in the Form of Consent, the Deed of Grant and this Code of Practice. The cost of proper professional charges incurred by an Owner in retaining a solicitor to advise on and complete the Deed of Grant will be reimbursed by 186k. If such charges are in dispute they will be settled by joint application on behalf of the Owner and 186k for a remuneration certificate from the Law Society or an order for taxation.
- (2) 186k will also reimburse the reasonable and proper charges of an Occupier who is an occupier by virtue of a grazing licence agreement permitting cultivation for a limited period or some other agreement which is not an agricultural tenancy and gives the right to a use or occupation for less than a year who is requested to sign the Form of Consent, but this is subject to any such charges for advising on the Form of Consent, the Deed of Grant and Code of Practice first being agreed with 186k prior to them being incurred.
- (3) 186k will reimburse an Occupier not falling within the provisions of paragraph (2) above the reasonable and proper professional charges of a solicitor engaged by the Occupier for the purpose of advising in connection with the rights and obligations contemplated in the Form of Consent, Deed of Grant and this Code of Practice (provided that 186k will not be under any obligation to reimburse such costs to the Occupier if he unreasonably withholds consent to the installation of the line). If such charges are in dispute they will be settled by joint application on behalf of the Occupier and 186k for a remuneration certificate from the Law Society or an order for taxation.
- (4) 186k will reimburse the Owner and or Occupier the reasonable and proper charges of a properly qualified land agent, surveyor or factor engaged by the Owner and or Occupier in connection with the grant of the easement in accordance with Table E Ryde's Scale 1996 based on the aggregation (where applicable) of the consideration payable for the easement, the Occupier's payment and the adjusted claim for compensation in respect of losses/damages incurred. Where a claim for damage is referred to arbitration or

determination by an expert, the costs of a reference and the award will be as determined by the arbitrator or expert.

- (5) 186k will reimburse the Owner and or Occupier the reasonable charges on a quantum meruit basis of a properly qualified land agent, surveyor or factor engaged by the Owner and or Occupier to assess and settle second and subsequent years claims. Under normal circumstances 186k will expect such charges to be in accordance with Table C of Ryde's Scale. If such charges cannot be agreed they will be referred to an independent expert appointed by the President of the CAAV for determination.

34. Continuation of Normal Farming

Ordinarily and unless otherwise directed by 186k in writing, 186k advises Occupiers not to change their normal agricultural operations just because of the possibility of 186k undertaking works in accordance with the arrangement set out in this documentation.

35. Set-Aside and other Like Payment

186k will provide the Occupier with plans showing the amount of land taken or to be taken for the Works and the date that they were or will be taken and will compensate the Occupier for any reduction in payments made by MAFF under the various CAP schemes provided that the Occupier has informed MAFF in accordance with the guidelines set out in MAFF's booklet AR 11 or any subsequent replacement. 186k will not be liable for any penalties incurred by the Occupier arising from non-compliance.

186k will compensate the Occupier for any loss of payments made under the Countryside Stewardship Scheme, ESA Scheme, SSSI Management Plan and suchlike schemes unavoidably incurred by the Occupier due to 186k carrying out or proposing to carry out the Works.

36. Changes of Ownership or Occupation

In order to assist 186k to carry out effective maintenance and protection of the Works owners and occupiers of land crossed by the Works are asked to notify 186k of the name and address of any person to whom they grant or assign any interest in the land.

37. Protection of the Works

The Deed of Grant will contain provisions restricting planting of trees etc. on the easement and controlling what and the manner in which things can be done over and near to the Works. 186k emphasises how important these provisions are. 186k will carry out periodic inspection but Owners and Occupiers are asked not to do anything, which is likely to damage the Works.

38. Overriding Provisions in the Deed of Grant

Where any provision of this Code of Practice conflicts with the Deed of Grant then the terms of the Deed of Grant shall prevail.



PLAN



CEB CE Bentley

X

ATB A. S. Bentley

Per & TO

X

National Westminster Bank PLC
Sheffield Credit Documentation

[Signature] Manager

15/05/02

[Signature]

NOTE - Reproduced from the Ordnance Survey Map with the permission of the Controller of H.M. Stationery Office
101 Crown copyright license number AL100030549 1000 Ltd
NOTE - Published for the purposes of identification only and although believed to be correct its accuracy is not guaranteed

SCALE 1/5,000

Length

168m

Easement No.

NY5715/E/2767