SHEPHERD+ WEDDERBURN

LEASE
between
[redacted]
and
EE Limited

Greenfield Lease of land at Edwardsrig House, Beattock, Moffat

Cell No: ESN40218/79682

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LEASE pursuant to the Code

BETWEEN

(1) [redacted] ("**Landlord**");

and

(2) **EE LIMITED** (Company Registration No. 2382161) whose registered office is at Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW ("**Tenant**")

WHEREAS

- The Landlord wishes to grant the Tenant and the Tenant has agreed to accept a lease in respect of the Premises.
- This site forms part of the emergency services network ("**the ESN**") provided by EE for the Government. Given the critical nature of the ESN, the need to secure expedited access to this site (more quickly than would have been possible had EE applied to the Upper Tribunal (Lands Chamber) for rights equivalent or similar to those contained in this Lease) and the additional requirements for such sites, the Site Payment payable under this Lease does not represent the market value of this agreement calculated in accordance with paragraphs 24(2) and (3) of the Code.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

1.1 In this Lease (unless the context otherwise requires) the following expressions shall have the meanings respectively assigned to them:

"Apparatus"	shall mean electronic communications apparatus (as the same is defined in the Code) (including for the avoidance of doubt power supply equipment and cabling) and any ancillary or associated equipment as required from time to time;
"Balancing Sum"	means the sum of £417.56 per annum;
"Build Area"	means the part of the Land edged purple on the Plan;
"Code"	means the electronic communications code as set out by Schedule 3A to the Communications Act 2003;
"Compensation"	means the sum of £4.80 per annum derived in accordance with the Code;
"Consideration"	means the sum of £77.64 per annum, derived in accordance with the Code;
"Group Company"	means any company which is for the time being a subsidiary of the Tenant or the holding company of the Tenant or another subsidiary of the holding company of the Tenant in each case within the meaning of section 1159 of the Companies Act 2006 as amended or replaced from time to time;
"Land"	means ALL AND WHOLE those subjects known as and forming Edwardsrig House,

[redacted]

	Beattock, Moffat and owned or controlled by the Landlord, being the subjects registered in the Land Register of Scotland with Title Number DMF20061 and such adjoining land over which the Landlord has rights;
"Licence"	means the licence or licences granted to the Tenant pursuant to the Wireless Telegraphy Act 1949, 1998 and 2006 (as modified or replaced from time to time);
"Line"	has the meaning ascribed to it in paragraph 5(3) of the Code and Lines shall be construed accordingly;
"Permitted Use"	means the provision and/or operation of electronic communications networks and electronic communications services (each within the meaning of the Communications Act 2003) or such other use as may be approved by the Landlord such approval not to be unreasonably withheld or delayed);
"Plan"	means plan(s) numbered ESN40218/79682 01, ESN40218/79682 02B Construction Buffer Zone Plan and ESN40218/79682 02B Demise Plan and annexed and executed as relative to this Lease;
"Premises"	means that part of the Land edged red on the Plan 02B Demise Plan;
"the Reservations"	the rights reserved to the Landlord referred to in Part 1B of the Schedule;
"the Rights"	means the rights granted to the Tenant referred to in Part 1A of the Schedule or any of them;
"Schedule"	means the Schedule of Part 1A and Part 1B annexed and executed as relative hereto;
"Site Payment"	means the sum of £500 per annum being the sum of the Balancing Sum, the Compensation and the Consideration;
"Site Payment Commencement Date	means Term Commencement Date;
"Single Compensation Build Area"	means the sum of £3.34, derived in accordance with the Code;
"Single Compensation Professional Fees"	means (i) the maximum sum of £2,000 (exclusive of VAT) in respect of surveyors' fees, and (ii) the maximum sum of £1,500 (exclusive of VAT) in respect of legal fees, each properly and reasonably incurred by the Landlord in respect of the negotiation, agreement and completion of this Lease;

[redacted]

"Term"	the period of 20 years beginning on and including the Term Commencement Date, subject always to any earlier termination in accordance with clause 9 of this Lease;
"Term Commencement Date"	means 1 April 2020; and
"Works"	means the works as are carried out by the Tenant pursuant to the provisions of this Lease.

1.2 References to Clauses and parts of the Schedule shall be to clauses and parts of the schedule to this Lease.

1.3 References in this Lease to "the Landlord" and "the Tenant" or any third party shall include where appropriate their respective employees, agents, independent contractors, successors and permitted assignees.

1.4 Words importing one gender or the neuter shall include all genders and the neuter and words importing persons shall include firms, companies and corporations and vice versa and the singular shall include the plural and vice versa.

1.5 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing the other party under a restriction include an obligation not to permit or allow infringement of the restriction.

1.6 Any reference to any statute or statutory instrument or any provision thereof shall be deemed to include reference to the same as amended, replaced or re-enacted from time to time.

1.7 Obligations of a party to this Lease shall be deemed to be joint and several obligations where that party is more than one person.

1.8 A reference to the end of the term is to the end of the term however it ends.

2. Demise

The Landlord **hereby lets** to the Tenant the Premises together with the Rights excepting and reserving unto the Landlord the Reservations, and that for the Term.

3. Tenant's obligations

The Tenant binds and obliges itself throughout the Term that the Tenant shall:

3.1 pay the Site Payment to the Landlord, annually in advance on each anniversary of the Term Commencement Date the first such payment or a proportionate part thereof to be made on the Site Payment Commencement Date and each successive payment to be made by the bank automated clearing system (BACS) or other electronic means to the Landlord's bank account as notified to the Tenant in writing prior to the Term Commencement Date or such other bank account as may be specified in writing by the Landlord from time to time in accordance with clause 4.8 ; Provided that whilst this Lease is vested in EE Limited any invoices relating to the Site Payment should be sent c/o Mobile Broadband Network Limited at PO Box 6407, London W1A 8XF marked for the attention of Head of Property or such other person as may be notified to the Landlord in writing from time to time;

3.2 pay the Single Compensation Build Area to the Landlord on the Term Commencement Date;

3.3 pay the Single Compensation Professional Fees to the Landlord on the later of (i) the Term Commencement Date or (ii) the date of the Tenant's receipt of the relevant invoice or invoices, addressed to the Landlord, but marked payable by the Tenant;

3.4 if any sum due to the Landlord under this Lease remains unpaid for a period exceeding thirty days after the date such sum becomes due pay to the Landlord within seven days of written demand interest on such sum at 2% per annum above the base rate from time to time of Lloyds Bank Plc from the date such sum became due until payment of the same;

3.5 to the extent that the Works are carried out:

3.5.1 to obtain all necessary planning and other statutory consents for the installation and operation of the Apparatus prior to carrying out the Works and to install and use the Apparatus in accordance with such planning and all other relevant statutory requirements,

[redacted]

3.5.2 carry out the Works in a proper and workmanlike manner causing as little inconvenience as reasonably practicable to the Landlord and adjoining occupiers and making good all damage caused by such Works to the reasonable satisfaction of the Landlord; and

3.5.3 at the end of the Term to remove the Apparatus (excluding any Lines installed pursuant to any agreement between the Landlord and any third party under clause 4.4 of this Lease) and all buildings or other erections and all boundary fences and make good any damage caused to the Premises by the removal of the Apparatus to the reasonable satisfaction of the Landlord;

3.6 to pay all rates and other outgoings levied in respect of the Premises and the Apparatus installed pursuant to this Lease and in the event the Tenant uses the Landlord's own electricity supply pursuant to paragraph 3(a) of Part 1A of the Schedule to reimburse the Landlord as soon as reasonably practicable (following receipt of a valid invoice from the Landlord addressed to the Tenant) for the cost of any electricity consumed by the Apparatus based on the current unit rate being charged by the electricity company at the relevant time (as evidenced by production by the Landlord to the Tenant of the relevant invoice from the utility provider to the Landlord);

3.7 to maintain the Apparatus in a good and safe state of repair and condition throughout the Term;

3.8 not to use or permit the Premises to be used other than for the Permitted Use;

3.9 without prejudice to clause 6 and save to the extent that any act error or omission of the Landlord its servants agents or contractors has caused or contributed to such losses indemnify the Landlord against any liability of the Landlord to a third party in respect of losses of such third party arising directly out of any act error or omission of the Tenant in the exercise of the Rights PROVIDED THAT:

3.9.1 the Landlord shall not compromise or settle any claims or proceedings alleging such liability without the written consent of the Tenant (such consent not to be unreasonably withheld or delayed) and shall permit the Tenant to defend the same in the name of the Landlord at the expense of the Tenant;

3.9.2 the Landlord shall as soon as practicable give written notice to the Tenant of all claims or proceedings alleging such liability being threatened brought made or lodged against the Landlord in respect of the exercise of the Rights;

3.9.3 the Landlord shall use reasonable endeavours to mitigate its losses or liabilities arising out of any such third party claims costs proceedings or demands;

3.10 maintain insurance for a sum of no less than £1,000,000 against public liability and other third party liability in connection with any death or personal injury, loss or damage to persons or property arising out of the exercise of the Rights and produce to the Landlord on reasonable request (not to be made more than once a year) details of such insurance and confirmation that the same is in force; and

3.11 upon the production of a valid VAT invoice addressed to the Tenant pay and indemnify the Landlord against any value added tax chargeable on the Site Payment or on any other sum payable by the Tenant under this Lease and (save to the extent that the Landlord can reclaim it) on any payment made by the Landlord which the Tenant is obliged to reimburse.

4. Landlord's obligations

The Landlord binds and obliges itself throughout the Term as follows:

4.1 that the Tenant may quietly and peacefully possess and enjoy the Premises and exercise the Rights throughout the Term;

4.2 not to move interfere or tamper with the Apparatus or its effective operation nor to obstruct the line of sight of the Apparatus nor obstruct or impede access to the Premises by the Tenant and to take all reasonable precautions to ensure that no other party does so;

4.3 give as much notice to the Tenant as is reasonably practicable of any proposals which may materially interfere with or cause damage to the Apparatus or in any way make the exercise of the Rights substantially more difficult or costly;

4.4 as soon as reasonably practicable to enter into any agreement reasonably required with the relevant telecommunications or electricity authority without charge but at the expense of the Tenant to give effect to the Rights in the form required by the relevant telecommunications or

[redacted]

electricity authority and the Landlord shall co-operate with the Tenant in all respects necessary to enable the Tenant to exercise the rights set out at paragraphs 2 and 3(b) of Part 1A of the Schedule;

4.5 not to install or permit any third party to install upon the Land any antennae or other installation for the transmission or reception of electromagnetic energy or any structure which is likely to impede disrupt degrade or interfere with the operation of the Apparatus or the exercise of the Rights;

4.6 to maintain and keep those parts of the Land over which the Tenant has rights and anything from which the Apparatus (or any part thereof) takes support in good and substantial repair and condition to the reasonable satisfaction of the Tenant. For the avoidance of doubt the Landlord will not be required to maintain, clear, prune and fell as necessary any trees, bushes and shrubs;

4.7 if the Tenant uses the Landlord's own electricity supply pursuant to paragraph 3(a) of Part 1A of the Schedule to ensure a supply of electricity is maintained to the Apparatus and the Premises at all times which is sufficient for the use of the Premises and the Apparatus;

4.8 to give the Tenant notice of any change to the Landlord's bank account to which payment of the Site Payment is to be made at least 10 working days prior to the due date for any payment under this Lease.

5. Landlord's Title

The Landlord hereby warrants to the Tenant that it is the registered proprietor of the Land and has obtained all consents necessary for the grant of this Lease and warrants that the Land is not subject to any title, right, interest, obligation, restriction, option, title condition or other right in favour of any third party which would have a material adverse effect on the use of the Premises and/or the exercise of the Rights, nor is there any agreement or commitment to give or create any of the foregoing and that it has full legal right and authority to grant the Tenant a right of access from the public highway in accordance with paragraph 8 of Part 1(A) of the Schedule.

6. Liability

6.1 Nothing in this Lease shall limit or exclude the liability of either party for:

6.1.1 death or personal injury resulting from negligence; or

6.1.2 fraud or fraudulent misrepresentation; or

6.1.3 any other liability which cannot be limited or excluded by applicable law.

6.2 Without prejudice to clause 6.1 the maximum liability of the parties in relation to the subject matter of this Lease whether in contract (including but not limited to the indemnity at clause 3.9), delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £1,000,000 in relation to any event or series of connected events or the exercise of the Rights.

6.3 Without prejudice to clauses 6.1 and 6.2., the Tenant shall not be liable to the Landlord, whether in contract, (including but not limited to the indemnity at clause 3.9), delict (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

6.3.1 loss of profit; or

6.3.2 loss of goodwill; or

6.3.3 loss of business; or

6.3.4 loss of business opportunity; or

6.3.5 loss of anticipated saving; or

6.3.6 loss or corruption of data or information; or

6.3.7 special, indirect or consequential damage or loss

suffered by the Landlord that arises under or in connection with this Lease.

7. Dealings with this Lease

7.1 The Tenant may not assign sublet or otherwise part with possession of this Lease except as follows:

7.1.1 the Tenant may assign or sublet the whole or part of this Lease to any person or persons without any requirement to obtain consent from the Landlord; and/or

[redacted]

7.1.2 the Tenant may assign or sublet the whole or part of this Lease to any Group Company or Group Companies without any requirement to obtain consent from the Landlord; and/or;

7.1.3 the Tenant may share occupation or possession of the Premises and/or permit the exercise of the Rights by or with any person or persons for the purposes of providing and operating third party electronic communications networks and/or electronic communications services without any requirement to obtain consent of the Landlord provided that:

(i) no relationship of landlord and tenant is established by that arrangement; and

(ii) the arrangement is consistent with the terms of this Lease and is documented in writing.

7.2 The Tenant may charge or assign this Lease by way of security (including without prejudice to the foregoing generality grant a standard security over the Lease) where relevant without any requirement to obtain the Landlord's consent.

8. Irritancy

8.1 Landlord's entitlement to irritate

If the Site Payment or any other sum due to the Landlord under this Lease shall remain unpaid for 30 days after the same shall have become due or if the Tenant shall fail to perform or observe any of the material obligations undertaken by them in this Lease or if the Tenant (being a corporation) shall go into liquidation, (whether compulsory or voluntary), or have a winding up order made against them or have a receiver or administrator appointed or if the Tenant (being a company with unlimited liability) shall apply to limit their liability or in the event that the Tenant enters into a composition for the benefit of creditors or shall make any arrangement with their creditors, or shall become insolvent or apparently insolvent or have a curator or judicial factor appointed then and in any of these events it shall be in the power of the Landlord by notice to bring this Lease to an end forthwith without any declaratory or process of law to that effect and to remove the Tenant from possession of the Premises, and repossess and enjoy the same as if this Lease had not been granted and that without prejudice to any other remedies of either the landlord or the Tenant in respect of any antecedent breach of any of the other party's obligations hereunder, which irritancy is hereby declared to be pactional and not penal and shall not be purgeable at the bar;

8.2 Remediable breach

In the case of a breach, non-observance or non-performance by the Tenant which is capable of being remedied, the Landlord shall not exercise any such option of irritancy unless and until they shall first have given written notice to the Tenant specifying the breach, non-observance or non-performance and requiring the same to be remedied and intimating their intention to exercise their option of irritancy in the event of said breach, non-observance or non-performance not being remedied within such period as may be stated in the notice (being such reasonable period of time as the Landlord shall stipulate in the notice which in the case of the Site Payment and other monetary payments shall be a period of 30 days from the date of service of the notice) and the Tenant shall have failed to remedy the same within said period;

9. Termination Provisions

9.1 The Tenant may terminate this Lease at any time by giving not less than six (6) months' written notice to that effect to the Landlord.

9.2 In the event that the Tenant's entitlement to provide electronic communications networks and/or electronic communications services or to make associated facilities available (as those terms are defined in the Communications Act 2003) is suspended or restricted under the Communications Act 2003, or in the event that the Tenant ceases to hold any Licence the Tenant may by prior written notice served on the Landlord immediately determine this Lease and on the serving of such notice this Lease shall determine absolutely.

9.3 Upon the expiry of any notice served pursuant to clause 9:

9.3.1 this Lease shall immediately cease and determine; and

9.3.2 the Tenant shall remove the Apparatus from the Premises in accordance with clause 3.5.3; and

[redacted]

9.3.3 neither party shall have any claim or liability against the other save for any claim or liability subsisting at the date of termination.

PROVIDED FURTHER THAT this clause together with all clauses necessary for its interpretation and effectiveness shall survive any termination of this Lease

10. General

10.1 It is intended by the parties that this Lease shall continue to bind the Landlord's respective successors in title in accordance with (but not limited to) the Code.

10.2 As between the Landlord and the Tenant all Apparatus installed on under or over the Land shall remain the property of the Tenant at all times.

11. Lease to Continue in Full Force and Effect

This Lease shall not be determined by reason of any damage to or the destruction in whole or in part of the Premises but shall nevertheless continue in full force and effect, provided however that:

11.1 If the Premises are destroyed or damaged in whole or in substantial part so that the Premises are unfit for occupation and use or the access route is damaged or destroyed so as to make the Premises inaccessible then payment of the Site Payment or a fair proportion of it according to the nature and extent of the damage shall be suspended until the date that the Tenant can occupy and use the Premises in the manner contemplated by this Lease prior to the date of the damage or destruction;

11.2 The Tenant may give the Landlord written notice terminating this Lease with immediate effect (subject to clause 11.3) where the Premises are destroyed or damaged in whole or substantial part so that it is unfit for occupation or use or the access route is damaged or destroyed so as to make the Premises inaccessible;

11.3 Any notice to terminate this Lease by the Tenant under this clause shall be without prejudice to the rights of either party in respect of any antecedent breach of any of the obligations in the Lease.

12. Arbitration

12.1 Any dispute or difference arising between the Landlord and the Tenant relating to the interpretation or implementation of this Lease or arising in any way from it will (unless an alternative arrangement is provided in this Lease) be referred to the decision of a sole arbitrator (acting as arbitrator and not as expert).

12.2 The seat of arbitration will be Scotland and the reference to arbitration will take effect subject to and in accordance with the Arbitration (Scotland) Act 2010.

12.3 The arbitrator will be appointed jointly by the Landlord and the Tenant or, if the parties fail to agree on the appointment, then either the Landlord or the Tenant may apply to the Chairman or other Senior Office Holder for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors to appoint an arbitrator.

12.4 The award of the arbitrator will be final and binding on the Landlord and the Tenant.

12.5 Payment of the costs of the arbitration will be as determined by the arbitrator, or in the absence of a determination by the arbitrator, will be apportioned equally between the Landlord and the Tenant.

13. Notices

13.1 A notice must be given in writing and may be given by any of the following means and shall be deemed to have been given as follows:

13.1.1 on the day of delivery if delivered by hand;

13.1.2 forty-eight (48) hours after posting if sent by first class pre-paid registered or recorded delivery post;

13.1.3 on receipt of fax if sent by fax followed by first class post.

13.2 Notices under this Lease must be sent in the case of the Tenant to Mobile Broadband Network Limited at Sixth Floor, Thames Tower, Station Road, Reading RG1 1LX for the attention of Head of Property and a copy shall also be sent to the current registered office of the Tenant for

[redacted]

the attention of the Company Secretary (or to any other address notified to the Landlord in writing) and to the other party's usual or last known place of business or its registered office.

14. Confidentiality

14.1 In this clause "Confidential Information" means the contents of this Lease and any information relating to or disclosed in the performance of or leading up to this Lease, which is or should reasonably be understood to be confidential or proprietary to the disclosing party including without limitation, information relating to the Site Payment and any drawings and plans.

14.2 The Landlord and Tenant both agree during the Term of this Lease and at any time after its termination or expiry to keep confidential the other party's Confidential Information and not, without the other party's prior written consent, to use, disclose, copy or modify or make available in any form to any third party the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Lease.

14.3 Each party agrees to take all reasonable steps to ensure that the other party's Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Lease and shall ensure that its employees or agents observe the confidentiality and non-disclosure obligations contained herein.

14.4 The restrictions in this clause 14 shall not apply to information which:

14.4.1 is or becomes a part of the public domain through no act or omission of the receiving party; or

14.4.2 was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or

14.4.3 is lawfully disclosed to the receiving party by a third party without restriction or disclosure; or

14.4.4 is independently developed by the receiving party; or

14.4.5 is required to be disclosed by law or by any regulatory authority (including, without limitation, an investment exchange in the context of obtaining or maintaining a listing on such investment exchange) having jurisdiction over either party.

15. Rights of Third Parties

A person who is not a party to this Lease shall not have any rights under or in connection with it by virtue of the Contract (Third Party Rights) (Scotland) Act 2017.

16. Jurisdiction

This Lease will in all respects be governed by and construed in accordance with the law of Scotland and the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts and/or the Lands Tribunal for Scotland.

17. Entire Agreement

This Lease contains the whole agreement between the parties relating to the transaction contemplated by this Lease and supersedes previous agreements between the parties (if any) relating to this matter.

18. Severance

If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted. Any deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Lease.

[redacted]

19. Prohibition of Registration

Registration of this Lease for preservation and for execution, either in the Books of Council and Session or in the Sheriff Court Books, is expressly prohibited.

IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages together with the Schedule and Plan are executed as follows:

Subscribed by [redacted]) .....[redacted].....
[redacted])

at [redacted]

on 9/4/2020.
in the presence of:

Witness Signature: [redacted] (Witness)

Name: [redacted]

Address: [redacted]

SIGNED for and on behalf of **EE LIMITED** by

[redacted]
(Full name)

[redacted]
an authorised signatory pursuant to a Power of Attorney dated 1 August 2019

at [redacted]..... on the 10/05/2020

day of .....May..... 2020, in the presence of:-

Signature of Witness: [redacted]

Full Name: [redacted]

Address: [redacted]

This is the Schedule referred to in the foregoing Lease between [redacted]EE Limited

SCHEDULE

Part 1A

Rights

The Landlord grants the Tenant its employees, agents servants contractors and all others authorised by the Tenant the following rights:

1. The right at any time throughout the Term to install (in stages if required) add to substitute replace remove retain operate inspect maintain repair alter adjust renew relocate and upgrade the Apparatus (including for the avoidance of doubt any equipment hardware and software installed within the equipment cabin and any power supply equipment and cabling) and any ancillary or associated equipment on under or over the Premises and to relocate any antennae and/or dish (forming part of the Apparatus) to a different position on any tower or other antennae support structure (forming part of the Apparatus) and to relocate any other Apparatus within the Premises.

2. The right to install run maintain remove repair renew replace and upgrade all necessary Lines (including lines from third party operators) (such lines to include all necessary manholes) over under or through the Land over such routes as reasonably specified by the Tenant and approved by the Landlord (such approval not to be unreasonably withheld or delayed) from time to time.

3. The right to either:

   (a) connect into and use the Landlord's own electricity supply (if any) and to run maintain use repair renew connections (including associated sockets and cables) from that supply to the Premises and the Apparatus (the route of such connections to be as reasonably specified by the Tenant and approved by the Landlord (such approval not to be unreasonably withheld or delayed)) and to install a check meter on the Land in a position approved by the Landlord (such approval not to be unreasonably withheld or delayed); or

   (b) install run maintain repair renew replace upgrade and use a separately metered electricity supply (including associated sockets and cables) from the boundary of the Land to the Premises and the Apparatus over under or through the Premises and/or the Land (the route of such supply to be as reasonably specified by the Tenant and approved by the Landlord (such approval not to be unreasonably withheld or delayed)).

4. The right to install store and operate within or under the Premises a permanent power generator together with associated fuel apparatus and cabling (including sockets) and to refuel maintain repair renew replace relocate and remove the same. For the avoidance of doubt the said permanent power generator may be installed either at initial site construction or any time throughout the Term as required.

5. Where a permanent power generator is not deployed by the Tenant pursuant to the immediately preceding paragraph, the Tenant shall have the right from time to time to install, store and operate a temporary back up power generator together with associated fuel, apparatus and cabling anywhere within the Premises or, if there is insufficient space within the Premises, on the Land in such position which is reasonably proximate to the Premises as is approved by the Landlord (such approval not to be unreasonably withheld or delayed) and a right to install permanent cabling and or sockets to enable the prompt connection of the generator to the Apparatus, provided that the route and location of such cabling and sockets which are outside the Premises will require the prior approval of the Landlord, such approval not to be unreasonably withheld or delayed.

6. The right to erect maintain alter and renew a fence on the Premises for the protection of the Apparatus and the safeguarding of the health and safety of third parties.

7. The right with the Landlord's consent (such consent not to be unreasonably withheld or delayed) to carry out any pruning or trimming of trees or other plantings on the Land or otherwise within the Landlord's control to the extent that such trees or plantings interfere with the effective operation of the Apparatus PROVIDED THAT all cut timber and trimmings shall remain the property of the Landlord.

8. At all times and for all purposes to have access to and egress from the Premises, the Build Area and the Apparatus over the route shown by hatched green on the Plan and to such parts

[redacted]

of the Land (including, without limitation, the Build Area) as are reasonably required to give effect to the Rights (which may include, but shall not be limited to, the temporary storage of equipment and materials on such other parts of the Land (including, without limitation, the Build Area) as may reasonably be required by the Tenant to give effect to the Rights) at all times with or without vehicles and appliances subject to any reasonable security and safety stipulations of the Landlord notified in writing to the Tenant and in the event that the Landlord installs security or entrance gates the Tenant shall be provided with a key in order to gain access to the Premises.

9. The right when reasonably required to install a temporary track to the Premises over the route shown hatched green on the Plan to facilitate the installation, repair, renewal, upgrading and removal of the Apparatus.

10. The right to install a permanent track along the route hatched green on the Plan and the right to repair, maintain, replace, renew and upgrade the same.

11. The right to temporarily store equipment and materials on such other parts of the Land as may reasonably be required by the Tenant to give effect to the Rights.

12. The right of support and shelter and all other servitudes, real burdens or other title conditions and rights now or hereafter belonging to or enjoyed by the other parts of the Land and/or any adjoining or neighbouring land or buildings thereon belonging to the Landlord at any time during the Term.

13. The right to install and use temporarily on the Premises and/or the Land a cherry picker or crane for so long as is reasonably necessary in connection with the exercise of any of the Rights.

14. The right to construct/install an area of hardstanding within the Premises together with an exclusive right of access thereto and a right to park vehicles including without prejudice to the foregoing generality a rapid response vehicle (which may include a temporary mast to provide temporary coverage) ("**RRV**"), and the right to repair, maintain, replace and renew the said hardstanding area with a corresponding right of access over such parts of the Land as are necessary to carry out such construction, installation, repair, maintenance, replacement and renewal or similar as necessary

15. The right to construct/install an area of hardstanding within the Land on the area shown edged in pink on the Plan together with an exclusive right of access thereto and a right to park vehicles including without prejudice to the foregoing generality a rapid response vehicle (which may include a temporary mast to provide temporary coverage) ("**RRV**"), and the right to repair, maintain, replace and renew the said hardstanding area with a corresponding right of access over such parts of the Land as are necessary to carry out such construction, installation, repair, maintenance, replacement and renewal or similar as necessary.

16. The right to undertake such reasonable landscaping works on the Land as are reasonably required in order for the Tenant to comply with the terms of any planning permission granted in respect of the Premises, the Apparatus, or any other matter connected with this Lease.

[redacted]

SCHEDULE
Part 1B
Reservations

The free and uninterrupted passage and running of water soil gas electricity telephone and other services which are on the date of this Lease in over or under the Premises together with the right to connect into the same subject to the Landlord complying with the Tenant's reasonable regulations relating to health and safety and security whilst entering the Premises and immediately making good all damage caused to the satisfaction of the Tenant.

[redacted]

[redacted]

PROPOSED EQUIPMENT

CABINET DETAILS:
1No FURO CABINET
DIMENSIONS: 770X770X1800 HIGH
MATERIAL: STEEL
COLOUR: GREY

1No EXTERNAL EMERSON M35 POWER & BATTERY CABINET
DIMENSIONS: 730X750X1672 HIGH
MATERIAL: STEEL
COLOUR: GREY

1No VIPER CABINET
DIMENSIONS: 600X520X1405 HIGH
MATERIAL: STEEL
COLOUR: GREY

1No METER CABINET
DIMENSIONS: 1290X415X1100 HIGH
MATERIAL: STEEL
COLOUR: GREEN

1No CONTROLLIS M48 GENERATOR
DIMENSIONS: 2900X1200X2250
MATERIAL: STEEL
COLOUR: STANDARD

30m SWANN SSH TOWER ON RC FOUNDATION.

PROPOSED WORKS

NEW SITE BUILD.

1. INSTALLATION OF NEW EXTERNAL EQUIPMENT CABINETS ON TOWER RC FOUNDATION.

2. INSTALLATION OF 30m SWANN SSH TOWER ON RC FOUNDATION.

3. POWER SUPPLY BY REC TO NEW METER CABINET.

4. INSTALLATION OF NEW CONTROLLIS M48 PERMANENT GENERATOR ON 1.50x3.10m CONCRETE BASE.

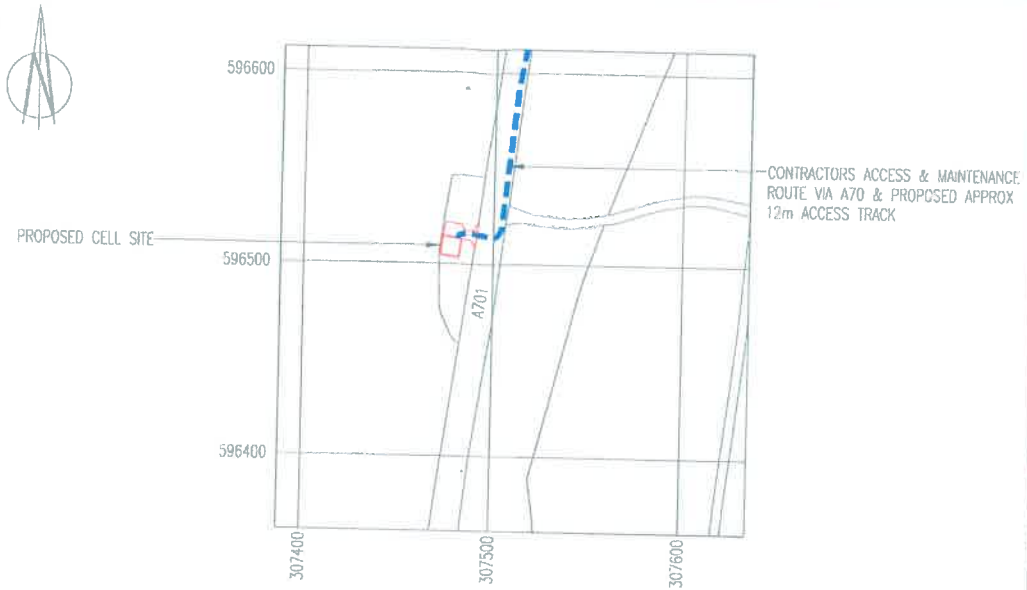
5. PROPOSED SITE AREA TO BE STRIPPED & BATTERED TO FORM NEW LEVEL AREA FOR NEW COMPOUND

6. PROPOSED 15m LONG 4.5m WIDE STONE ACCESS TRACK TO BE CONSTRUCTED FROM EXISTING TARMAC AREA C/W NEW TURNING AREA AT COMPOUND TO ALLOW SAFE ACCESS TO SITE VIA ALL VEHICLES

7. PROPOSED ACCESS TRACK BELL MOUTH TO BE FORMED OVER TARMAC AREA TO ALLOW SAFE SITE ACCESS & EXIT LEADING ONTO A701 ROAD

EXCLUSION ZONES CONFORM TO THE ICNIRP REFERENCE LEVEL FOR LIMITED EXPOSURE TO MEMBERS OF THE GENERAL PUBLIC

A3



SITE PLAN

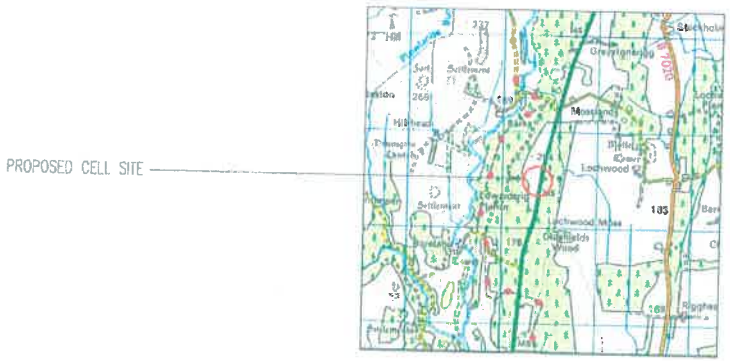
SCALE 1:2500

NGR E 307375
NGR N 596507

100 0 100 200 300

ORIGINAL SCALE AT A3 – 1:2500

ALL DIMENSIONS IN METRES



LOCATION PLAN

SCALE 1:50000

0 1km 2km
Scale 1:50000

REPRODUCED FROM ORDNANCE SURVEY PROMAP DATA © CROWN COPYRIGHT 2016
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[redacted]

ROUTE ACCESS KEY

4x4, RRV AND ATV ACCESS

NOTES

ACCESS:
PROPOSED LOCATION IS SITUATED 10m WEST OF A701

HEADING NORTH ON THE A74, AT JUNCTION 15 TAKE THE A701 EXIT TO TOWARDS BEATTOCK/A708. AFTER 0.5Km AT THE ROUNDABOUT TAKE THE SECOND EXIT ONTO A701. FOLLOW A701 FOR 6.9Km, THEN TURN RIGHT ONTO THE TARMAC AREA. FOLLOW FOR A FURTHER 10–12m THE SITE WILL BE LOCATED ON THE LEFT HAND SIDE ADJACENT TO THE FENCELINE. NEW ACCESS TRACK & TURNING AREA TO BE CONSTRUCTED FROM EXISTING TARMAC LEADING TO SITE LOCATION TO ALLOW SAFE ACCESS TO SITE

OVERHEAD POWERLINES ARE APPROX 880m NORTH OF PROPOSED SITE LOCATION

No.	Revision	Date	By	ckd
D	MINOR AMENDS	16.12.19	DVH	PB
C	MINOR AMENDS	05.12.19	DVH	PB
B	TOWER HEIGHT INCREASED TO 30m	04.12.19	DVH	PB
A	ISSUED FOR APPROVAL	22.11.19	DVH	PB

Hatfield Business Park
Hatfield
Hertfordshire

AL10 9BW

Tel: 01707 315000
Fax: 01707 319001

WHP Telecoms LTD
401 Faraday Street, Birchwood,
Warrington, WA3 6GA

Tel: 01925 424100 Fax: 01925 424101
e-mail: info@whptelecoms.com

Site Name & Address:
EDWARDS RIG
LAND AT EDWARDS RIG, A701 NEAR ST. ANNES, LOCKERBIE, DUMFRIES & GALLOWAY, DG11 1HH

Title:
PROPOSED TELECOMMUNICATIONS
ESN40218
SITE LOCATION

Purpose of Issue:
PLANNING

Drawing No:
ESN40218/79682 01

Cell No: 79682
Site No: ESN40218

Issue: D
Scale: AS STATED
Chk'd: PB Date: 22.11.19
Drn: DVH Date: 22.11.19
App: PB Date: 22.11.19

[redacted]

DEMISE PLAN

SCALE 1:200

10000 5000 0 5000 10000 15000 20000

ORIGINAL SCALE AT A3 – 1:200

ALL DIMENSIONS IN MILLIMETRES

A3

NOTE:
BOXED TEXT INDICATES PROPOSED WORKS

NOTE:
PROPOSED TOWER CONCRETE BASE SIZE SUBJECT TO TRIAL DIG AND GROUND INVESTIGATION

NOTE:
SITE TO BE STRIPPED & BATTERED TO FORM LEVEL AREA FOR NEW COMPOUND

KEY:
DEMISE AREA BOUNDARY

No.	Revision	Date	By	ckd
D	MINOR AMENDS	16.12.19	DVH	PB
C	MINOR AMENDS	05.12.19	DVH	PB
B	TOWER HEIGHT INCREASED TO 30m	04.12.19	DVH	PB
A	ISSUED FOR APPROVAL	22.11.19	DVH	PB

Hatfield Business Park
Hatfield
Hertfordshire
AL10 9BW
Tel: 01707 315000
Fax: 01707 319001

WHP Telecoms LTD
401 Faraday Street, Birchwood,
Warrington, WA3 6GA
Tel: 01925 424100 Fax: 01925 424101
e-mail: info@whptelecoms.com

Site Name & Address:
EDWARDS RIG
LAND AT EDWARDS RIG, A701 NEAR ST. ANNES, LOCKERBIE, DUMFRIES & GALLOWAY, DG11 1HH

Title:
PROPOSED TELECOMMUNICATIONS
ESN40218
DEMISE PLAN

Purpose of Issue:
PLANNING

Drawing No:
ESN40218/79682 02B

Cell No: 79682
Site No: ESN40218

Issue: D
Scale: AS STATED
Ch'd: MS Date: 22.11.19
Drn: DVH Date: 22.11.19
App: PB Date: 22.11.19

[redacted]

DEMISE PLAN

SCALE 1:200

10000 5000 0 5000 10000 15000 20000

ORIGINAL SCALE AT A3 – 1:200

ALL DIMENSIONS IN MILLIMETRES

A3

NOTE:
BOXED TEXT INDICATES PROPOSED WORKS

NOTE:
PROPOSED TOWER CONCRETE BASE SIZE SUBJECT TO TRIAL DIG AND GROUND INVESTIGATION

NOTE:
SITE TO BE STRIPPED & BATTERED TO FORM LEVEL AREA FOR NEW COMPOUND

KEY:
CONSTRUCTION BUFFER ZONE

No.	Revision	Date	By	ckd
D	MINOR AMENDS	16.12.19	DWH	PB
C	MINOR AMENDS	05.12.19	DWH	PB
B	TOWER HEIGHT INCREASED TO 30m	04.12.19	DWH	PB
A	ISSUED FOR APPROVAL	22.11.19	DWH	PB

Hatfield Business Park
Hatfield
Hertfordshire

AL10 9BW

Tel: 01707 315000
Fax: 01707 319001

WHP Telecoms LTD
401 Faraday Street, Birchwood,
Warrington, WA3 6GA

Tel: 01925 424100 Fax: 01925 424101
e-mail: info@whptelecoms.com

Site Name & Address:
EDWARDS RIG
LAND AT EDWARDS RIG, A701 NEAR ST. ANNES, LOCKERBIE, DUMFRIES & GALLOWAY, DG11 1HH

Title:
PROPOSED TELECOMMUNICATIONS
ESN40218
CONSTRUCTION BUFFER ZONE PLAN

Purpose of Issue:
PLANNING

Drawing No:
ESN40218/79682 02B

Cell No: 79682

Site No: ESN40218

Issue:	Scale:	Ch'd:	Date:
D	AS STATED	PB	22.11.19
	Drn: DWH Date: 22.11.19	App: PB	Date: 22.11.19

LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	9995 4/8/2010	**DMF20061**
N	ORDNANCE SURVEY NATIONAL GRID REFERENCE	665m
	NY0896 NY0797 NY0698 NY0798	Survey Scale 1/10000

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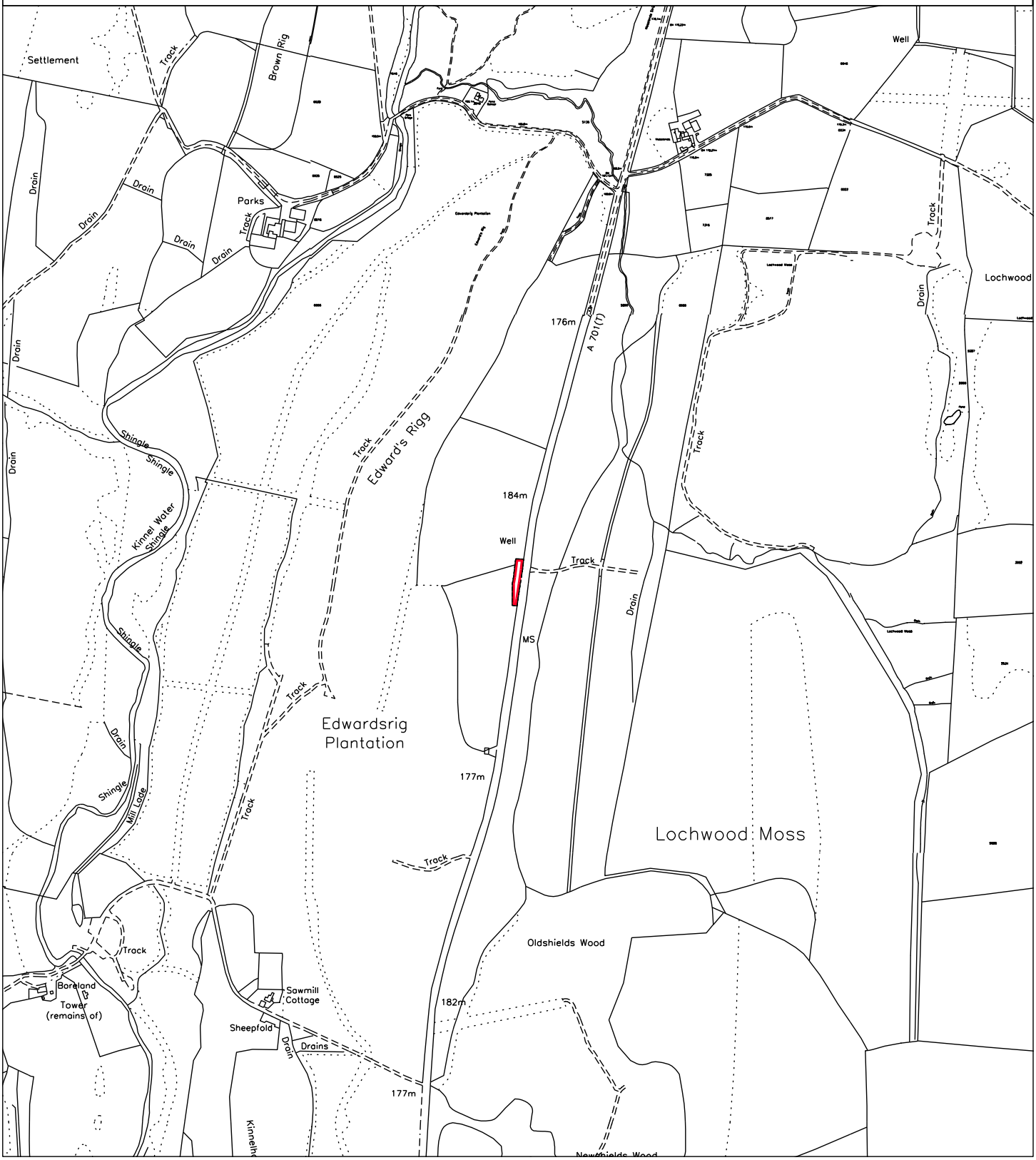

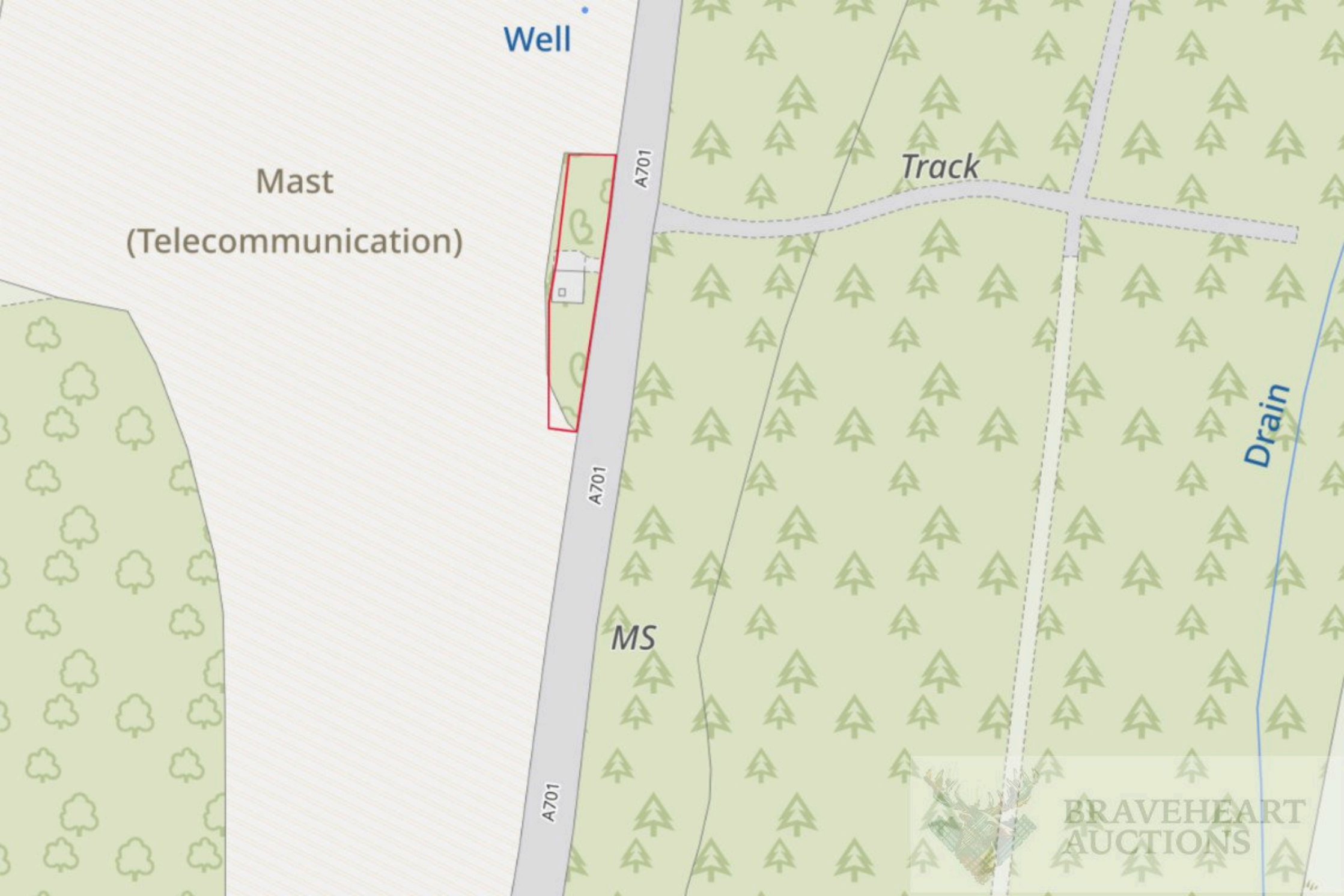
Well
Mast
(Telecommunication)
A701
A701
A701
Track
Drain
MS
BRAVEHEART
AUCTIONS