

Greenfield Lease

relating to the communications site situated at the grounds of Mulbarton Village Hall, The Common, Mulbarton, Norwich, NR14 8AE

site number 96434

- (1) **Mulbarton Parish Council** (Landlord)
- (2) **EE Limited and Hutchison 3G UK Limited** (Tenant)

Prescribed Clauses

<p>LR1. Date of lease</p>	<p>30 March 2026</p>
<p>LR2. Title number(s)</p>	<p>LR2.1 Landlord's title number(s)</p> <p>LR2.2 Other title numbers</p> <p>None</p>
<p>LR3. Parties to this lease</p>	<p>Landlord</p> <p>MULBARTON PARISH COUNCIL of New Village Hall, The Common, Mulbarton, Norwich, NR14 8AE; and</p> <p>Tenant</p> <p>EE LIMITED incorporated and registered in England and Wales with company number 02382161 whose registered office is at 1 Braham Street, London, E1 8EE and HUTCHISON 3G UK LIMITED incorporated and registered in England and Wales with company number 03885486 whose registered office is at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF</p> <p>Other parties</p> <p>None</p>
<p>LR4. Property</p>	<p>In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.</p> <p>The communications site (referred to in this Lease as the Communications Site) forming part of the Landlord's Property being the area or areas shown edged red on the plan attached to Section 12 of this Lease and numbered 205364_PLN_CO_1.1 and SI_2.1.</p>
<p>LR5. Prescribed statements etc.</p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None</p>

	<p>LR5.2 This Lease is made under, or by reference to, provisions of:</p> <p>Not applicable</p>
LR6. Term for which the Property is leased	<p>Ten (10) years from and including the date of this Lease to and including 29 March 2036</p> <p>(referred to in this Lease as the Term)</p>
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>See Section 3, Section 4, Section 5 and paragraph 7.4 of this Lease</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>See Section 11 of this Lease</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	None

LR14. Declaration of trust where there is more than one person comprising the Tenant	The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.
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This Lease is made on the 30 day of March 2026 pursuant to the electronic communications code set out in Schedule 3A to the Communications Act 2003 (and as may be further amended modified replaced or re-enacted) between:

- (1) **Landlord** **MULBARTON PARISH COUNCIL** of New Village Hall, The Common, Mulbarton, Norwich, NR14 8AE; and
- (2) **Tenant** **EE LIMITED** incorporated and registered in England and Wales with company number 02382161 whose registered office is at 1 Braham Street, London, E1 8EE and **HUTCHISON 3G UK LIMITED** incorporated and registered in England and Wales with company number 03885486 whose registered office is at 450 Longwater Avenue, Green Park, Reading, Berkshire, RG2 6GF

In this Lease, unless the context otherwise requires, the following words have the following meanings:

Access Arrangements:

- 1. Security Requirements** Save in the case of carrying out Emergency Works, when accessing the Communications Site and the Equipment the Tenant shall comply with such reasonable security and access arrangements or requirements as the Landlord shall notify to the Tenant from time to time on reasonable prior written notice PROVIDED THAT such arrangements or requirements shall not prevent preclude or adversely affect the exercise of the Rights by the Tenant.
- 2. Other arrangements** None
- Access Contact** Lorraine Trueman, the Parish Clerk, on 01508 578 134 and at clrk@mulbarton-pc.gov.uk or such other contact as the Landlord shall reasonably notify to the Tenant in writing as being the Access Contact from time to time
- Commercial Payment** a one-off commercial payment of £3,000 (plus VAT if applicable)
- Electricity Administration Fee** an annual payment of £120 to cover the administrative burden to the Landlord of administering the shared electricity supply
- Interest Rate** 4% above the base rate from time to time of the Bank of England
- Landlord's Property** the Landlord's land known as the grounds of Mulbarton Village Hall, The Common, Mulbarton, Norwich, NR14 8AE as more particularly described in the Title Matters
- Set-Down Area** the area shown edged in blue on the Plan numbered 205364_PLN_CO_1.1 and/or such other area(s) as from time

to time approved by the Landlord (such approval not to be unreasonably withheld or delayed)

Site Payment

is made up of two components, consideration £2,250 per annum and compensation £0 per annum both of which have been derived according to the meaning given to them in the Code. Both components together equalling a Site Payment of £2,250.00 per annum.

Site Payment Dates

the Term Commencement Date and each anniversary of the Term Commencement Date

Title Matters

the matters referred to in the Landlord's epitome of title annexed to this Lease under Schedule 1

A Interpreting the Lease

In this Lease, unless the context otherwise requires:

- 1 any section and headings are for convenience only and shall not affect the interpretation of this Lease;
- 2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors or permitted assigns;
- 3 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 4 where at any time a party to this Lease comprises more than one person all obligations and liabilities of or with that party are joint and several and references to that party include a reference to each such person;
- 5 references to the Tenant and the Landlord include their lawful assigns and their successors in title and those whose title is derived in any way from theirs and references to the Tenant include its employees, agents and contractors;
- 6 words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders;
- 7 references to paragraphs and sections are to paragraphs and sections to this Lease. Unless stated otherwise references to paragraphs are to paragraphs of the relevant section. The sections and paragraphs that follow are part of this Lease;
- 8 a reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Lease) at any time
- 9 the expression "alter" and "alteration" shall be construed in accordance with paragraph 108(2) of the Code;
- 10 a reference to a "working day" is to any day which is not a Saturday, Sunday, bank holiday or public holiday in England and Wales; and
- 11 or unless expressly stated to the contrary any reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this Lease under that statute or statutory provision and shall include any extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute, and any general reference to a statute includes any regulations or orders made under that statute.

B The meaning of words and phrases

In this Lease, unless the context otherwise requires, the following words have the following meanings:

Access Route	the route shown coloured brown on the Plan giving access from the public highway across the Landlord's Property to and from the Communications Site or such other materially practicable route from the public highway to the Communications Site as may from time to time be agreed between the parties in writing (both parties acting reasonably)
Cables	any Lines (including copper and fibre links) and associated electronic communications apparatus (as defined in the paragraph 5(1) of the Code), cable trays, cables, ducts and other equipment and structures ancillary to such apparatus and any reference to Cable shall be construed accordingly
CDM Regulations	the Construction (Design and Management) Regulations 2015
Code	the Electronic Communications Code as set out in Schedule 3A to the Communications Act 2003 (and as may be further amended modified replaced or re-enacted from time to time)
Code Operator	a person in whose case the Code is applied by a direction under or by virtue of section 106 of the Communications Act 2003
Communications Site	has the meaning given to it in the Prescribed Clauses at LR4
Emergency Works	<p>works the execution of which, at the time it is proposed to execute them, is requisite in order to stop anything already occurring or to prevent anything imminent from occurring which is likely to cause:</p> <ul style="list-style-type: none">(a) danger to persons or property;(b) the interruption of or degradation in any service(s) provided in accordance with the Permitted Use; or(c) substantial loss to the Tenant; <p>and any other works which it is reasonable (in all the circumstances) to carry out with those works</p>
Equipment	"electronic communications apparatus" as that term is defined in paragraph 5(1) of the Code which for the

avoidance of doubt shall include but not be limited to apparatus cabling antennas dishes equipment ducts remote radio units masthead amplifiers equipment cabins/cabinets and structures together with any ancillary apparatus power communications cabling fixings or equipment and all such other items which the Tenant may require for the Permitted Use

Group Company

either or both companies comprising the Tenant and/or any company which is for the time being a subsidiary of either or both of the companies comprising the Tenant and/or any company of which either or both of the companies comprising the Tenant is a subsidiary from time to time (the holding company) and/or any other subsidiary of the holding company of either or both of the companies comprising the Tenant where "subsidiary" has the same meaning as "subsidiary undertaking" pursuant to section 1162 of the Companies Act 2006, save that in section 1162 (2)(a) the words "a majority" shall be replaced by the words "twenty five percent" and any reference to Group Companies shall be construed accordingly PROVIDED THAT the Group Company is also a Code Operator

Landlord's Consents

all permissions licences and approvals (including but not limited to the consent of any landlord or mortgagee or such other third party who may have a legal or equitable interest in the Landlord's Property, the Communications Site, the Access Route and/or any other land or premises over which the Rights are granted) necessary to enter into and give full effect to this Lease but for the avoidance of doubt excluding any planning permissions necessary for the exercise of the Rights by the Tenant

Lease

this deed and any document expressed to be supplemental to it and entered into pursuant to or in accordance with the terms of this Lease (including any section or attachment to it)

Line(s)

has the meaning given to that term in the Code

Non-Code Operator

a person who provides and/or operates an electronic communications network or networks and/or electronic communications service or services and/or an infrastructure system (as defined in the Code) but in whose case the Code does not apply

Permitted Use

the provision and/or operation of electronic communications networks and/or electronic communications services (each within the meaning of section 32 of the Communications Act 2003) and/or the provision of an infrastructure system as that term is defined in paragraph 7 of the Code

Plan	the plan or plans attached to Section 12 of this Lease and numbered 205364_PLN_CO_1.1, SI_2.1 and EL_3.1
Prescribed Clauses	the Prescribed Clauses at the beginning of this document
Rights	all rights and permissions granted to the Tenant by this Lease
Site Payment Suspension Period	the period during which the Site Payment shall cease to be payable by the Tenant to the Landlord due to the occurrence of any of the circumstances set out in paragraph 10.1.1 (a) to (f)
Tenant's Consents	all necessary statutory permissions (including but not limited to planning permissions), licences and approvals required for the Works and/or the use of the Communications Site and/or the Equipment excluding for the avoidance of doubt any Landlord's Consents
Term	has the meaning given to it in the Prescribed Clauses at LR6
Term Commencement Date	the date of this Lease
VAT	Value Added Tax or any like or replacement tax or levy
Works	any works reasonably necessary in the exercise of the Rights and/or referred to in Section 6

C Granting the Lease

- 1 In consideration of the Site Payment the Landlord with full title guarantee hereby demises the Communications Site to the Tenant and grants the Rights to the Tenant for the Term subject to the Title Matters.
- 2 The Landlord warrants to the Tenant that it has sufficient legal title to the Landlord's Property, the Communications Site, the Access Route and any other land or premises over which the Rights are to be exercised to enable it to grant this Lease and that there is nothing in its title which would interfere with the exercise of the Rights by the Tenant.
- 3 The Landlord warrants that it has obtained any Landlord's Consents necessary to enter into and give full effect to this Lease.
- 4 The Landlord does not warrant that the Communications Site may lawfully be used for the Permitted Use nor gives any warranty as to the state and condition of the Landlord's Property or its fitness for purpose for the Permitted Use.
- 5 The Parties agree that the grant of this Lease is to bestow Code rights upon the Tenant pursuant to the Code and whilst this Lease remains vested in a Code Operator this Lease excludes the security of tenure provisions provided for by the Landlord and Tenant Act 1954 by operation of the Code.
6. The Commercial Payment referred to in the definitions in this Lease is to reflect (i) the parties' desire to reach a consensual agreement and (ii) the Tenant's commercial desire to avoid the costs and delays associated with litigation and thereby to secure Code rights and operational functionality that would be secured by this Lease in a timely fashion. The parties agree and acknowledge the Commercial Payment has not been calculated in accordance with the Code.

In witness of which this Lease has been executed and delivered on the date appearing in the Prescribed Clauses.

EXECUTED AS A DEED in the name and)
on behalf of **EE LIMITED** by)
)
its attorneys pursuant to a Power of)
Attorney dated 15 December 2025 in the)
presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Occupation:

Attesting all signatures in the presence of the named signatories

EXECUTED AS A DEED in the name and on
behalf of **HUTCHISON 3G UK LIMITED** by, two
officers appointed for the purpose by the board of
directors of **MOBILE BROADBAND NETWORK**
LIMITED, its attorney, in the presence of:-

HUTCHISON 3G UK LIMITED by its attorney
MOBILE BROADBAND NETWORK LIMITED
acting by:-

Signature of Witness:

Name:

Address:

Occupation:

**Attesting all signatures in the presence of the
named signatories**



EXECUTED AS A DEED for and on behalf of

THE MULBARTON PARISH COUNCIL

by [REDACTED]]

and [REDACTED], two members of

the Council in the presence of the Parish Clerk:

Witness signature

Witness name

Witness address

Witness occupation

Witness signature

Witness name

Witness address

Witness occupation

Section 1

Site Payment, taxes and expenses

Paying the Site Payment, rates and other expenses

1.1 Site Payment

- 1.1.1 The Tenant shall pay the Site Payment (or a proportionate part thereof) annually in advance by electronic payment without deduction or set-off on the Site Payment Dates.
- 1.1.2 Whilst this Lease is vested in EE Limited and Hutchison 3G UK Limited any Site Payment invoices and any other invoices in respect of payments due under this Lease should be sent to EE Limited and Hutchison 3G UK Limited 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 maybe notified to the Landlord in writing from time to time) and quoting site reference 96434.
- 1.1.3 The Tenant shall pay to the Landlord the Commercial Payment on the date of this Lease.

1.2 Interest

- 1.2.1 The Tenant shall pay interest on any unpaid Site Payment or other sum payable under this Lease that has not been paid within 28 days of the date it is due at the Interest Rate (both before and after any judgement) on that amount for the period from the date when the payment fell due to and including the date of payment.
- 1.2.2 The Tenant shall not pay interest:
 - (a) where the Site Payment has been made in accordance with paragraph 1.1 but has been returned or not accepted; or
 - (b) if the sum payable is anything other than Site Payment and such sums have not been formally demanded.

1.3 VAT

The Tenant shall pay any VAT due on payments under this Lease within 28 days of receiving a valid VAT invoice addressed to the Tenant.

1.4 Rates and Taxes

- 1.4.1 The Tenant shall pay on demand all present and future rates, taxes and similar impositions payable in respect of the Communications Site, the Equipment and any Works carried out, other than:
 - (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or

- (b) any taxes, other than VAT, payable by the Landlord by reason of the receipt of any payment due under this Lease.

1.5 Landlord's costs and expenses

- 1.5.1 The Tenant shall pay the reasonable costs and expenses of the Landlord (including any solicitors' or other professionals' costs and expenses) properly incurred (both during and after the end of the Term) in connection with any of the following in relation to this Lease:
 - (a) the reasonable enforcement of the Tenant covenants in this Lease;
 - (b) the preparation and service of a schedule of dilapidations within six (6) months of the Tenant vacating the Communications Site after this Lease has come to an end;
 - (c) serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) entering into a wayleave agreement or other agreement with the relevant third-party supplier(s) pursuant to paragraph 3.4 (which costs and expenses shall be agreed between the parties in advance and without delay);
 - (e) serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; and
 - (f) any consent or approval applied for under this Lease, whether or not it is granted (unless such consent or approval is unlawfully or unreasonably withheld or delayed by the Landlord or offered subject to an unlawful or unreasonable condition).

Section 2

Insurance

What the Tenant will insure

- 2.1 The Tenant shall maintain insurance to a minimum of ten million pounds (£10,000,000) against public liability and other third party liability in connection with any injury, loss or damage to any persons or property arising out of the Tenant's use of the Communications Site and will upon the Landlord's request provide evidence of such insurance (but not more than once a year). The parties acknowledge that the Landlord shall not maintain insurance in relation to the Equipment.
- 2.2 The Tenant shall not do or omit anything as a result of which the Landlord's policy of insurance of the Landlord's Property may knowingly become void or voidable and the presence of the Equipment and the proper exercise of the Rights shall not constitute a breach of this paragraph.
- 2.3 The Tenant shall reimburse to the Landlord any additional insurance premium in relation to the Landlord's Property payable by the Landlord where such increased premium arises as a result of the installation and use of the Equipment by the Tenant subject to the Landlord producing evidence of such increase on request (but not to be made more than once a year).
- 2.4 The Tenant shall comply with the Landlord's insurer's requirement (where applicable) Provided That the Landlord has first notified the Tenant in writing of such requirements.

Section 3

Cables, electricity and wayleaves

Payment and supply

The Tenant will require a connection to an electricity supply and to Cables. In some cases these will belong to a third party utility supplier and in others they will belong to the Tenant.

3.1 Electricity supply

- 3.1.1 The Tenant has the right to:
- (a) install retain and use its own electricity supply to the Equipment directly via a distribution network operator; and/or
 - (b) connect into and use the Landlord's electricity supply in the event that the Tenant is not able to reasonably procure the installation of its own electricity supply PROVIDED THAT there is a sufficient supply at the Landlord's Property (but for the avoidance of doubt if at the date of this Lease the Equipment is already connected to the Landlord's electricity supply the Tenant shall not be under any obligation to procure its own electricity supply);
- and maintain such supply or connection to the Communications Site.
- 3.1.2 In the event that the Tenant connects into and uses the Landlord's electricity supply the Landlord shall permit the installation by the Tenant (at the Tenant's cost) of a separate electricity meter recording electricity usage by the Equipment and the Communications Site.
- 3.1.3 In the event of an installation or connection pursuant to paragraph 3.1.1(a) or 3.1.1(b):
- (a) the route of such connections is to be reasonably specified by the Tenant and approved in writing by the Landlord acting reasonably and without delay; and
 - (b) the Tenant shall carry out such installation or connection in a good and workmanlike manner with as little interference and disruption to the Landlord and the other occupiers of the Landlord's Property as is reasonably practicable; and
 - (c) the Tenant shall remove the meters installed by the Tenant at the determination of the Term and make good any damage caused to the Communications Site and the Landlord's Property to the reasonable satisfaction of the Landlord.
- 3.1.4 Where the Tenant connects into and uses the Landlord's electricity supply, the Landlord will use reasonable endeavours to ensure the supply is maintained and in the event of any interruption the Landlord will use all

reasonable endeavours to reinstate the supply as soon as reasonably possible.

3.1.5 The Tenant is granted the right to:

- (a) bring onto, keep on a permanent or temporary basis, refuel, remove and operate on the Communications Site, or on a temporary basis only on the Landlord's Property and Set-Down Area a power generator and associated fuels together with the right to install permanently any associated sockets and Cables to connect the power generator to the Equipment (provided that where such sockets and Cables are to be installed outside of the Communications Site and/or the Set-Down Area the position of such sockets and Cables shall be approved in advance by the Landlord (such approval not to be unreasonably withheld or delayed)); and/or
- (b) install, keep on a permanent or temporary basis, remove and operate on the Communications Site, or on a temporary basis only on the Landlord's Property and Set-Down Area a battery power supply together with the right to install permanently any associated sockets and Cables to connect the battery power supply to the Equipment (provided that where such sockets and Cables are to be installed outside of the Communications Site and/or the Set-Down Area the position of such sockets and Cables shall be approved in advance by the Landlord (such approval not to be unreasonably withheld or delayed));

such generator or battery power supply to be used at any time prior to the installation of the Tenant's permanent electricity supply pursuant to paragraph 3.1.5 and/or during any period when the electricity supply to the Communications Site and/or the Equipment fails.

3.1.6 The Tenant shall ensure that any generator creates minimal noise pollution and shall use reasonable endeavours to minimise disruption to adjacent properties.

3.2 Paying for electricity

3.2.1 Where there is a direct electricity supply to the Communications Site, the Tenant will ensure that this supply has an independent meter; or

3.2.2 Where the Tenant connects into and uses the Landlord's existing electricity supply (by way of sub-supply), the Tenant shall first assess the adequacy of the Landlord's existing power supply to ensure that it will not become overloaded and where an upgrade of the Landlord's existing supply is required by the Tenant, the Tenant shall pay all such reasonable and proper associated costs and will then:

- (a) install at its own cost an electricity sub-meter;
- (b) pay the Landlord (subject to provision by the Landlord of an invoice addressed to the Tenant) for the actual cost of the electricity used in connection with the Communications Site and the Equipment (with the level of such consumption being evidenced by the electricity submeter) calculated at a rate equal to the unit cost payable by the Landlord, such unit cost being evidenced by the Landlord and notified in advance of the Landlord's invoice;
- (c) pay the Electricity Administration Fee annually in advance on the Site Payment Dates; and

(d) ensure the Landlord's power supply will not be overloaded.

3.3 Cables

The Tenant (and/or authorised third party suppliers) has the right (in accordance with relevant industry standards) to install, keep installed, inspect, use, alter, adjust, maintain, repair, retain, replace, renew, substitute, add to, operate, decommission, upgrade and remove Cables over, under or through the Landlord's Property leading to and from the Equipment and the Communications Site (the route of such Cables to be approved by the Landlord, acting reasonably and without delay).

3.4 Wayleaves and/or Code Agreements

If any wayleaves or other agreements are required for Cables over, under or through the Landlord's Property, the Landlord shall co-operate in good faith with the Tenant and the relevant third party supplier(s) and enter into such wayleaves or other agreement(s) without payment of consideration compensation or other charges (other than reasonable costs and expenses as provided in paragraph 1.5) on reasonable terms approved by the Landlord (such approval not to be unreasonably withheld or delayed) within 28 days of receipt of the draft agreement and the plan showing the proposed route of the Cables.

Section 4

Access

Who can access where and when

4.1 Access for the Landlord

- 4.1.1 The Landlord is permitted to access the Communications Site to:
- (a) inspect the Communications Site but no more than once in any calendar year;
 - (b) comply with the Landlord's obligations under any laws; and
 - (c) exercise any right excepted or reserved to the Landlord under this Lease.
- 4.1.2 The Landlord must give reasonable notice to the Tenant prior to exercising its rights under paragraph 4.1.1 and the parties shall agree a mutually convenient time and the Landlord shall be accompanied at all times by a representative of the Tenant (except in the case of an emergency when all reasonable efforts shall be made by the Landlord to contact the Tenant to arrange supervised access but in the event that a representative of the Tenant is not available within a reasonable time the Landlord may access the Communications Site unaccompanied) and the Landlord shall make good any damage caused to the Communications Site as a result of the access or any act or omission of the Landlord during such access as soon as reasonably practicable and to the reasonable satisfaction of the Tenant.
- 4.1.3 In exercising the rights of access under paragraph 4.1 the Landlord shall have due regard to the nature of the Equipment and shall observe any health and safety recommendations made by the Tenant.

4.2 Access for the Tenant

- 4.2.1 The Tenant is granted a right:
- (a) of full and free access at all times and for all purposes both with and without vehicles plant and machinery over and along the Access Route and such other areas of the Landlord's Property as are reasonably necessary to gain access to the Communications Site and/or the Equipment and/or the Cables subject to the Tenant reporting any known damage caused in the exercise of this right to the Landlord within 48 hours and making good within a reasonable timeframe and to the reasonable satisfaction of the Landlord any damage caused in the exercise of this right;
 - (b) to use the Set-Down Area on a temporary basis for:
 - (i) parking and turning vehicles in order to access the Communications Site and/or the Equipment and/or the Cables and/or exercise any of the Rights; and/or

- (ii) installing and using a cherry picker or crane for so long as it is reasonably necessary so as to install keep retain operate repair add to maintain adjust alter substitute replace renew upgrade remove and inspect the Equipment; and/or
 - (iii) the storage use and operation of materials welfare unit temporary toilets equipment machinery and plant used for any Works and for such other reasonable uses as may be required in connection with Works.
- (c) save where the Tenant is already permitted in this Lease (such that no approval is required) subject to the approval of the Landlord such approval not to be unreasonably withheld or delayed (except in all cases of carrying out Emergency Works when no approval shall be required) to access other parts of the Landlord's Property as may be reasonably required for the exercise of the Rights in accordance with the Permitted Use with or without vehicles plant and machinery subject to the Tenant:
 - (i) giving the Access Contact not less than seven (7) days' prior notice (which need not be in writing); and
 - (ii) providing to the Landlord full details of the Tenant's requirements for access including vehicles and machinery to be used, parking arrangements, estimated duration of access and contact information for the person responsible for managing any works;

save that sub paragraphs (i) and (ii) shall not apply in the case of carrying out Emergency Works and the Tenant shall only be required to provide the Access Contact with as much notice as is reasonably practicable.

4.2.2 The Tenant shall comply with the Access Arrangements save in the case of carrying out Emergency Works.

4.2.3 Where the use of the Set-Down Area reasonably interferes with the Landlord's own operation at the Landlord's Property and needs to be moved, the Landlord will inform the Tenant and the Tenant will work with the Landlord to arrive at a mutually acceptable solution within a reasonable timeframe with each party meeting its own costs. The parties will work to ensure that there is a workable solution for the Tenant at all times.

Section 5

Equipment

What the Tenant can and cannot do with the Equipment

5.1 Permission for the Tenant

- 5.1.1 The Tenant is permitted to erect, install, keep installed, inspect, use, alter, adjust, maintain, repair, retain, replace, renew, upgrade, substitute, operate, decommission, add to or remove the Equipment on the Communications Site or relocate the Equipment to other location(s) within the Communications Site (it being acknowledged that any Equipment may be installed in stages throughout the Term).
- 5.1.2 The Tenant is permitted to erect maintain alter and renew a fence on the or around the Communications Site for the protection of the Equipment and the safeguarding of the health and safety of third parties and where appropriate livestock.
- 5.1.3 The Tenant is permitted to carry out the Works and to carry out any preparatory works, surveys and inspections on the Communications Site and/or such unbuilt upon parts of the Landlord's Property as are reasonably necessary in order to assess and/or prepare the Communications Site and/or the Landlord's Property for the installation of the Equipment and/or the Cables.

5.2 Interference

- 5.2.1 If the Landlord can demonstrate to the reasonable satisfaction of the Tenant that the Equipment is causing interference with the operation of other equipment installed on the Landlord's Property as at the date of this Lease the Landlord may serve written notice on the Tenant advising that such interference exists (such notice to be accompanied with evidence of such interference) (the **Interference Notice**).
- 5.2.2 Following receipt of the Interference Notice the Tenant shall use reasonable endeavours to resolve the specified interference as soon as reasonably practicable.
- 5.2.3 If the Tenant is unable to resolve the interference specified in the Interference Notice within a reasonable period (or within 48 hours in the case of emergency) following service of the Interference Notice the Tenant shall power down or switch off the Equipment (or such interfering part) and will not power up or switch on the Equipment again until such interference has been resolved.
- 5.2.4 In the event that the Tenant is unable to resolve the interference specified in the Interference Notice then the Tenant may terminate this Lease at any time by giving the Landlord not less than three (3) months' prior written notice.

Section 6

Works, repairs and maintenance

Making changes and keeping in good condition

6.1 Works

6.1.1 The Tenant shall:

- (a) obtain all Tenant's Consents before installing all or any part of the Equipment or carrying out the Works;
- (b) carry out the Works in a good and workmanlike manner and in compliance with the Tenant's Consents and, where applicable, the Landlord's Consents;
- (c) comply with its obligations under the CDM Regulations and where reasonably so requested by the Landlord, to provide the Landlord (which may be supplied by the Tenant's contractors) with details of its safe working practices;
- (d) carry out the Works with as little inconvenience to the Landlord and other occupiers of the Landlord's Property as is reasonably practicable; and
- (e) make good any damage caused by the Works or in the exercise of the Rights as soon as reasonably practicable and to the reasonable satisfaction of the Landlord.

6.2 Repair and Maintenance

- 6.2.1 The Tenant will keep the Communications Site, the Equipment and any boundary fencing clean and tidy, free of weeds and debris and in good tenable repair and condition throughout the Term.
- 6.2.2 If the Landlord gives the Tenant notice of any breach of paragraph 6.2.1, then the Tenant will begin any works needed to remedy that breach as soon as is reasonably practicable following receipt of such notice.
- 6.2.3 Subject to paragraph 7.2.2, it is acknowledged by the parties that in order to ensure safe working practices are followed (given the Permitted Use) the Landlord cannot in any circumstances carry out works to the Communications Site or the Equipment in the event of the Tenant's failure to do so.

6.3 Access Route and the Landlord's Obligation to Repair

- 6.3.1 The Landlord is to keep the Access Route, the Set-Down Area and those parts of the Landlord's Property over which the Tenant has Rights in good and substantial repair and condition and to the extent necessary to comply with such obligations to reinstate, rebuild or renew each part PROVIDED THAT the Landlord shall not be obliged to carry out any works that would

place the Access Route, the Set-Down Area and those parts of the Landlord's Property over which the Tenant has Rights (and over which the Landlord has control) in a better state of condition decoration or repair than they are at the date hereof as shall be evidenced by the photographic schedule of condition that the Tenant shall provide to the Landlord for the Landlord's approval before the date of this Lease.

- 6.3.2 Save as permitted in paragraph 6.3.33, the Landlord shall not knowingly obstruct, impede or interfere with the Tenant's use of the Access Route or Set-Down Area or access to the Communications Site, the Equipment and/or the Cables.
- 6.3.3 The Landlord is entitled on reasonable prior written notice to alter or close the Access Route but shall use reasonable endeavours to avoid restricting access to the Equipment, the Cables and/or the Communications Site and wherever reasonably practicable (both parties acting reasonably) shall provide an alternative no less commodious access route(s) for the Tenant's use prior to any exercise of this right.

Section 7

General obligations

Responsibilities and requirements that apply to this Lease

General obligations on the Tenant

7.1 Use

7.1.1 The Tenant shall not:

- (a) use the Communications Site otherwise than for the Permitted Use;
- (b) cause any actionable nuisance to the Landlord or any occupiers of the Landlord's Property (provided that the proper exercise of the Rights and the presence of the Equipment shall not be a breach of this paragraph); or
- (c) unduly obstruct the Access Route or deposit any waste, rubbish or soil on any part of the Landlord's Property. For the avoidance of doubt, the Tenant may park vehicles in the car park forming part of the Access Route PROVIDED THAT such parking does not unduly obstruct access to or from the Communications Site or any other part of the Landlord's Property.

7.2 Compliance with legislation

7.2.1 The Tenant shall comply with all laws from time to time relating to:

- (a) the Communications Site and the occupation and use of the Communications Site by the Tenant;
- (b) the carrying out of any Works; and
- (c) the Equipment.

7.2.2 If the Tenant is in breach of its obligations under paragraph 7.2.1 and has not taken steps to remedy any breach within a reasonable period of the Tenant becoming aware of such breach, then the Landlord may do what it reasonably considers necessary to remedy the breach and the Tenant shall within 14 days of written demand pay to the Landlord all reasonable and proper costs, charges and expenses which the Landlord so incurs.

7.2.3 Each party shall inform the other in writing as soon as practicable of any written notice or claim received by it relating to the Communications Site and provide a copy of it to the other party.

7.3 Health and Safety

7.3.1 The Tenant will ensure that the Equipment complies with and is operated in accordance with the recommendations from time to time in force of the International Commission on Non-Ionizing Radiation Protection ("ICNIRP")

or such other recognised organisation having the same or similar function that may replace it from time to time.

7.3.2 The Tenant shall not be liable for any breach of or non-compliance with paragraph 7.3.1 that results from any matter beyond its control.

7.3.3 The Tenant will provide adequate on-site safety signs at the Landlord's Property around the Equipment and/or the Communications Site.

7.4 Tree lopping

7.4.1 In the event that any trees or other vegetation on the Landlord's Property obstruct or interfere or may obstruct or interfere with the operation of the Equipment (including obstructing the line of sight of the Equipment) the Tenant shall (having first notified the Landlord) have the right at its own cost to access the necessary parts of the Landlord's Property in order to trim and/or cut back such trees or other vegetation to the extent necessary to remove such obstruction or interference and in order to prevent any re-occurrence of such interference or obstruction.

7.4.2 All cut timber and trimmings are to remain the property of the Landlord unless otherwise directed by the Landlord.

7.4.3 The Tenant will compensate the Landlord for any loss reasonably and properly incurred by the Landlord resulting from the cutting or removal of such timber by the Tenant.

7.4.4 The Landlord will not be liable for any damage caused to the Tenant's Equipment from surrounding trees.

7.5 Indemnity

7.5.1 Subject to the provisions of paragraphs 7.5.2 to 7.5.5 the Tenant shall indemnify the Landlord in respect of all claims (which shall include proceedings) brought against the Landlord in its capacity as landlord of the Communications Site with any associated reasonable costs and expenses (the "**Proceedings**") arising directly from any negligent act or omission by the Tenant in the exercise of the Rights and/or negligent use of the Communications Site and/or the Equipment PROVIDED THAT:

(a) the Landlord shall promptly notify the Tenant of any Proceedings and the Landlord will not compound, settle or admit those Proceedings without the consent of the Tenant (such consent not to be unreasonably withheld or delayed) except by an order of a court of competent jurisdiction;

(b) the Tenant shall be entitled at its own cost to defend or settle any Proceedings subject to the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).

7.5.2 This indemnity does not extend to any Proceedings to the extent that:

(a) they are in respect of economic or consequential loss;

(b) they result from any negligence, wilful act, default or omission of the Landlord, its employees, servants, contractors, agents or tenants or any other person outside the Tenant's control; and

(c) the Landlord has failed to take any action that it ought reasonably and properly to have taken to mitigate any liabilities, costs and expenses that it may suffer.

7.5.3 Claims under this indemnity shall be capped at a level of ten million pounds (£10,000,000) whether in respect of a single claim or a series of claims arising from the same incident or event or a series of connected incidents or events (except in the event of death or personal injury caused by the Tenant's negligence where there shall be no limit).

7.5.4 This indemnity does not exclude any liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation or any other liability which cannot lawfully be excluded.

7.5.3 Nothing in this Lease shall restrict or interfere with the Tenant's rights against the Landlord or any other person in respect of contributory negligence.

7.6 Further Compensation

7.6.1 In the event that the Landlord incurs loss or damage directly as a result of the Tenant exercising the Rights under the Code provided for by this Lease, the Landlord may be entitled to compensation in accordance with the principles of paragraphs 25 and 84 of the Code as though this Lease had been made by order under paragraph 20 of the Code.

7.6.2 The parties acknowledge that any dispute shall be dealt with in accordance with paragraph 93(b) of the Code.

7.6.3 The Landlord shall not interfere with the Tenant's exercise of the Rights whilst any claim for further compensation is assessed, disputed, resolved or outstanding.

General obligations on the Landlord

7.7 Quiet enjoyment

So long as the Tenant pays the Site Payment, the Tenant shall have quiet enjoyment of the Communications Site.

7.8 Non-interference

7.8.1 The Landlord agrees not to knowingly interfere with, tamper with or obstruct the Communications Site, the Equipment and the supply of electricity to the Communications Site and the Equipment or do or authorise anything to be done that may cause interference with the operation of the Equipment (including obstructing the line of sight of the Equipment) and agrees to take reasonable precautions and steps necessary to ensure that no person shall interfere with, tamper with or obstruct the same.

7.8.2 If the Tenant can demonstrate to the reasonable satisfaction of the Landlord that any equipment installed on the Landlord's Property after the date of this Lease is causing interference with the operation of the Tenant's Equipment the Tenant may serve written notice on the Landlord advising that such interference exists (such notice to be accompanied with evidence of such interference) (the **Interference Notice**).

- 7.8.3 Following receipt of the Interference Notice the Landlord shall use reasonable endeavours to resolve or procure the resolution of the specified interference as soon as reasonably practicable.
- 7.8.4 If the Landlord is unable to resolve or procure the resolution of the interference specified in the Interference Notice within a reasonable period (or within 48 hours in the case of emergency) following service of the Interference Notice the Landlord shall procure that such other equipment (or such interfering part) is powered down or switched off and remains powered down or switched off until such interference has been resolved.
- 7.8.5 In the event that the Landlord is unable to resolve or procure the resolution of the interference specified in the Interference Notice within one (1) month of the Interference Notice then the Tenant may terminate this Lease at any time by giving the Landlord not less than three (3) months' prior written notice.

7.9 Notification of build works to Landlord's Property and adjoining land

The Landlord shall notify the Tenant in writing as soon as reasonably practicable after the Landlord has a settled intention to undertake building, redevelopment or repair works to the Landlord's Property (or any adjoining or neighbouring property of the Landlord) which is likely to affect the Communications Site or the Equipment.

7.10 Land Registry requirement

In connection with the Tenant's application to register this Lease at the Land Registry (if applicable), at the Tenant's request, the Landlord shall promptly assist the Tenant with any requisitions raised by the Land Registry to enable the Tenant's application to be completed by the Land Registry as soon as practicable. The Tenant will pay the reasonable and proper professional fees incurred by the Landlord to deal with this.

Section 8

Assigning, charging, sharing and underletting

What the Tenant must and must not do

- 8.1 Otherwise than as permitted by this section 8, the Tenant is not permitted to assign, underlet transfer, share possession or occupation of (in whole or in part) the Communications Site.
- 8.2 The Tenant may without the Landlord's consent:
- 8.2.1 assign or transfer the whole or part of the Equipment, the Rights, and/or the Communications Site and/or this Lease to any Code Operator PROVIDED THAT the Landlord shall be able to reasonably require that the Tenant enter into a guarantee agreement (if reasonably required) in such form as shall be agreed between the parties acting reasonably);
 - 8.2.2 underlet the whole or part of the Communications Site and/or this Lease to any Code Operator;
 - 8.2.3 share occupation or possession of the Communications Site and/or grant a licence of part of the Communications Site to share occupation or possession of the Communications Site and/or share the use of the Equipment and/or permit the exercise of the Rights by or with any Code Operator.
- 8.3 The Tenant shall promptly notify the Landlord in writing of any sharer or underletter pursuant to the provisions of paragraph 8.2.
- 8.4 The Tenant shall be prohibited from:
- 8.4.1 assigning or transferring the whole or part of the Equipment, the Rights, and/or the Communications Site and/or this Lease to any Non-Code Operator;
 - 8.4.2 underletting the whole or part of the Communications Site and/or this Lease to any Non-Code Operator;
 - 8.4.3 sharing occupation or possession of the Communications Site and/or granting a licence of part of the Communications Site to share occupation or possession of the Communications Site and/or sharing the use of the Equipment and/or permitting the exercise of the Rights by or with any Non-Code Operator
- 8.5 Notwithstanding the provisions of paragraphs 8.2 and 8.3, the Tenant may without the Landlord's consent:
- 8.5.1 assign or transfer the whole or part of the Equipment, the Rights, and/or the Communications Site and/or this Lease to any Group Company or Group Companies Provided That the Landlord shall be able to reasonably require

that the Tenant enter into a guarantee agreement (if reasonably required) in such form as shall be agreed between the parties acting reasonably);

8.5.2 underlet the whole or part of the Communications Site and/or this Lease to any Group Company or Group Companies;

8.5.3 share occupation or possession of the Communications Site and/or grant a licence of part of the Communications Site to share occupation or possession of the Communications Site and/or share the use of the Equipment and/or permit the exercise of the Rights by or with any Group Company or Group Companies.

8.6 The Tenant may without the Landlord's consent charge or assign this Lease by way of security PROVIDED THAT in the case of assignment, the Landlord shall be able to reasonably require that the Tenant enter into a guarantee agreement (if reasonably required) in such form as shall be agreed between the parties acting reasonably).

Section 9

Ending this Lease

How the Tenant and the Landlord can end this Lease and what happens afterwards

9.1 Tenant Termination

- 9.1.1 The Tenant may terminate this Lease in the event that either or both of the companies comprising the Tenant cease to be a Code Operator by giving to the Landlord not less than three (3) months' prior written notice .
- 9.1.2 The Tenant may terminate this Lease at any time on or after the fifth anniversary of the Term Commencement Date by giving the Landlord not less than 12 months' prior written notice .
- 9.1.3 In the event that the Site Payment Suspension Period exceeds one (1) calendar year on any one occasion the Tenant may terminate this Lease on or after the one-year anniversary of the commencement of the Site Payment Suspension Period by giving to the Landlord not less than one (1) week's prior written notice.
- 9.1.4 Any termination under this paragraph 9.1 or paragraphs 5.2.4 or 7.8.5 shall be without prejudice to any rights either party may have against the other in relation to any antecedent breach of this Lease.

9.2 Landlord Termination

- 9.2.1 The Landlord may terminate this Lease by giving to the Tenant not less than 18 months' prior written notice where:
 - (a) there are persistent delays by the Tenant in making payments to the Landlord under this Lease PROVIDED THAT in respect of any payments (other than the Site Payment) the nature of the payment has been notified to the Tenant; the Landlord has formally demanded the amount of the payment; and the payment has remained unpaid for a period of 28 days or more; or
 - (b) there are substantial breaches by the Tenant of its obligations under this Lease and the Tenant has not remedied the breaches within a reasonable time (being a period of no less than three (3) months) having been given prior written notice of such breaches by the Landlord.
- 9.2.2 The Landlord may terminate this Lease on or after the fifth anniversary of the Term Commencement Date by giving to the Tenant not less than 18 months' notice in writing to the Tenant where the Landlord intends to redevelop all or part of the Landlord's Property, or neighbouring land, and could not reasonably do so unless this Lease ends and the Landlord can show a settled intention to carry out any development upon the Communications Site or a substantial part thereof, for which it holds a valid planning permission, and such development cannot be reasonably

undertaken unless the Tenant removes the Equipment and vacates the Communications Site.

9.3 Reimbursement on termination or at the end of the Lease

If this Lease is validly terminated for any reason or if this Lease otherwise comes to an end, then the Landlord shall reimburse to the Tenant within 28 days of the given termination date, or the date this Lease came to an end, an amount equal to the portion of the Site Payment (plus VAT if applicable) that has been paid in advance by or on behalf of the Tenant and which is attributable to the period after the termination date or the date upon which this Lease came to an end (as the case may be).

9.4 Vacating the Communications Site

9.4.1 Where the parties have not entered into a new agreement or lease for the Equipment at the Communications Site and PROVIDED THAT either the Term has expired or the Landlord has served valid notice on the Tenant to terminate this Lease in accordance with the provisions of paragraph 9.2 of this Lease and PROVIDED FURTHER THAT in all cases (where applicable) the Landlord has complied with the relevant provisions within Part 5 of the Code and as a result the Tenant's rights under the Code to keep the Equipment on the Communications Site have come to an end then the Tenant shall remove the Equipment and any alterations and/or additions to the Communications Site (but excluding where agreed between the parties any part of the Equipment situated below ground level) and make good to the reasonable satisfaction of the Landlord any damage whatsoever caused by such removal save as provided for in paragraph 9.4.3 below.

9.4.2 Where the parties have not entered into a new agreement or lease for the Equipment at the Communications Site and the Tenant has served valid notice on the Landlord to terminate this Lease in accordance with the provisions of this Lease then on the expiry of such notice the Tenant shall remove the Equipment and any alterations and/or additions to the Communications Site (but excluding where agreed between the parties any part of the Equipment situated below ground level) and make good to the reasonable satisfaction of the Landlord any damage whatsoever caused by such removal save as provided for in paragraph 9.4.3 below.

9.4.3 The Tenant shall use reasonable endeavours to procure the removal of third-party Cables by serving a notice on any third-party supplier supplying Equipment and/or Cables to the Communications Site requiring them to remove such Equipment and/or Cables (and shall provide a copy of such notice to the Landlord) but the Tenant shall not be obliged to remove such Equipment and/or Cables.

9.4.4 If the Tenant does not remove its Equipment and reinstate the Communications Site in accordance with the provisions of this paragraph 9.4 of this Lease by the relevant termination date, then the Tenant will pay to the Landlord on written demand an amount equal to the Site Payment then payable from the termination date until the date the Communications Site is so reinstated following removal of its Equipment.

Section 10

General Conditions

Other matters relating to this Lease

10.1 Site Payment suspension

- 10.1.1 The Site Payment shall cease to be payable in respect of any period when:
- (a) the Communications Site is unfit for occupation and use for the Permitted Use following damage caused by any reason outside of the Tenant's control (whether or not the Landlord has effected insurance to cover such occurrence of damage); or
 - (b) the Tenant is prevented from gaining access to the Communications Site or the Equipment due to any reason or cause within the reasonable control of the Landlord; or
 - (c) the Tenant has, at the Landlord's request, switched off or disconnected the Equipment (save where the Tenant has switched off the Equipment at the request of the Landlord pursuant to paragraph 5.2); or
 - (d) there has been any interference or tampering as described in paragraph 7.8; or
 - (e) the Landlord has not entered into any requested wayleave or other similar agreement pursuant to paragraph 3.4 within 56 days of receipt of the draft agreement and the plan showing the proposed route of the Cables and the Tenant only has a temporary power source or immediately in the event the Tenant has no power source to the Equipment; or
 - (f) the Communications Site is not able to be used for the Permitted Use due to obstructions on the Landlord's Property.

10.2 Dispute Resolution

- 10.2.1 The parties shall attempt to resolve any dispute arising out of or relating to this Lease through negotiations between senior members of both parties who have authority to settle disputes.
- 10.2.2 If a dispute is not resolved by negotiation within 30 days of receipt of a written invitation from one party to the other to negotiate a dispute under paragraph 10.2.1 the parties will attempt to resolve the dispute in good faith through an Alternative Dispute Resolution (**ADR**) procedure agreed between the parties.
- 10.2.3 If the parties cannot agree on an ADR procedure, or the matter is not resolved by an agreed ADR procedure, or if any party will not participate in an ADR procedure, then either party may make an application to the court or tribunal for determination of the dispute by the court or tribunal.

10.2.4 Nothing in this paragraph 10.2 shall be construed as limiting any party's other rights and remedies including for the avoidance of doubt any application to court or tribunal.

10.2.5 This paragraph 10.2 shall not apply to any dispute arising out of this Lease where this Lease expressly otherwise provides for a dispute resolution procedure.

10.3 Jurisdiction

This Lease will in all respects be governed by and construed in accordance with English law and (without prejudice to the provisions of paragraph 10.2) the Landlord and the Tenant irrevocably submit to the exclusive jurisdiction of the English courts and tribunals.

10.4 Notices

10.4.1 Any notice served pursuant to the Code shall be served in accordance with the Code;

10.4.2 Any other notice served under or in respect of this Lease shall be served by:

(a) delivering it by hand:

(i) in the case of the Tenant in accordance with paragraph 10.4.4; and

(ii) in the case of the Landlord to its registered office or last known place of address;

where it shall be deemed to have been served on the day of delivery if delivered before 4:00pm or otherwise on the next working day following delivery; or

(b) sending it by special delivery post, registered post or recorded delivery post addressed:

(i) in the case of the Tenant to the addresses referred to in paragraph 10.4.4; and

(ii) in the case of the Landlord to its registered office or last known address;

where it shall be deemed to have been served on the first working day after it was posted.

10.4.3 No notice served by either party by email or facsimile shall be valid.

10.4.4 Notices under this Lease must be delivered or 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 the Head of Property and a copy shall also be sent to the registered office of both of the companies comprising the Tenant for the attention of the Company Secretary (or to any other address notified to the Landlord in writing) and quoting site reference 96434.

10.5 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

10.6 Section 62 of the Law of Property Act 1925

The operation of section 62 of the Law of Property Act 1925 is excluded in relation to this Lease and the Tenant shall not have the benefit of any easement right or privilege over any other parts of the Landlord's Property or any adjoining or neighbouring property of the Landlord other than those granted pursuant to this Lease and/or the Code.

10.7 Severance

If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Lease shall not affect the validity and enforceability of the rest of this Lease.

Section 11

Rights for the Landlord's Property and ownership

11.1 Rights for the benefit of the Landlord's Property

- 11.1.1 Subject to the obligation on the Landlord to give quiet enjoyment and not to interfere with the Equipment and/or the exercise of the Rights, the following rights are excepted and reserved to the Landlord and to all others authorised from time to time by the Landlord:
- (a) the free and uninterrupted passage and running of substances, energy and information through any conduit or service media on, under or through the Communications Site;
 - (b) the right to enter the Communications Site (strictly subject to the provisions at paragraph 4.1) in order to inspect, survey, clean, repair, maintain or renew any conduit or service media but for the avoidance of doubt this does not extend to the Cables;
 - (c) shelter, support and protection afforded by the Communications Site for the remainder of the Landlord's Property to the extent provided at the date of this Lease; and
 - (d) the right to develop or use, or permit the development or use of, any part of the Landlord's Property (other than the Communications Site) for the Landlord's own benefit.

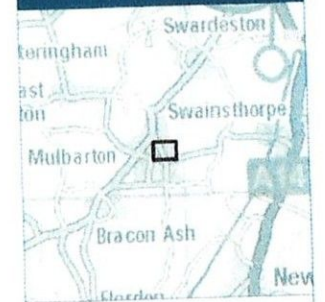
Section 12

Plan(s)

The plan(s) relating to this Lease

12.1 Plan

The attached plans numbered 205364_PLN_CO_1.1, SI_2.1 and EL_3.1.



- Key:**
- Site (9m x 4.5m)
 - Set Down Area (13.4m x 5.1m)
 - Access Route

Notes:

Coordinate System: British National Grid
 Projection: Transverse Mercator
 Datum: OSGB 1938

Grantor:
 The Parish Council of Mulbarton

Date:

Location:
 Mulbarton Village Hall, The Common,
 Mulbarton, Norwich, Norfolk, NR14 8AE

Coords: 619,624 300,869

Scheme Name:
 SNO022 - Mulbarton Village Hall

Drawing Name:
 Code Plan

Drawing No: 205364_PLN_CO_1.1

Rev	Date	Description
-	23.09.2020	First Issue

Signed by:
 [Redacted Signature] JS
 Approved: AC
 EB9863378A5A473 Sheet No: 1 of 1

Signed by:
 [Redacted Signature] JS
 Sheet No: A3

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Detail Plan 0 5 10 15 20 25 Meters Scale: 1:500

Site Plan 0 35 70 140 210 280 350 Meters Scale: 1:1250

Drawing Location: C:\Users\jmac\OneDrive\Documents\SNO022 - Mulbarton Village Hall - Documents\DM Plans\SNO022_205364_PLN_CO_1.1.rvt

Key:

Demise

Notes:

Plan prepared is based on the latest As Built drawing available on ADC Build - BEACONCOMMS drawing number SNO022/MULBARTON VILLAGE HALL/96434/002 Rev AB dated 09/02/18

Grantor:

The Parish Council of Mulbarton

Signed:

Date:

Location:
Mulbarton Village Hall, The Common, Mulbarton, Norwich, Norfolk, NR14 8AE

Coords: 619,629 300,829

Scheme Name:
SNO022 - Mulbarton Village Hall

Drawing Name:
Site Plan

Drawing No: 205364_PLN_SI_2.1

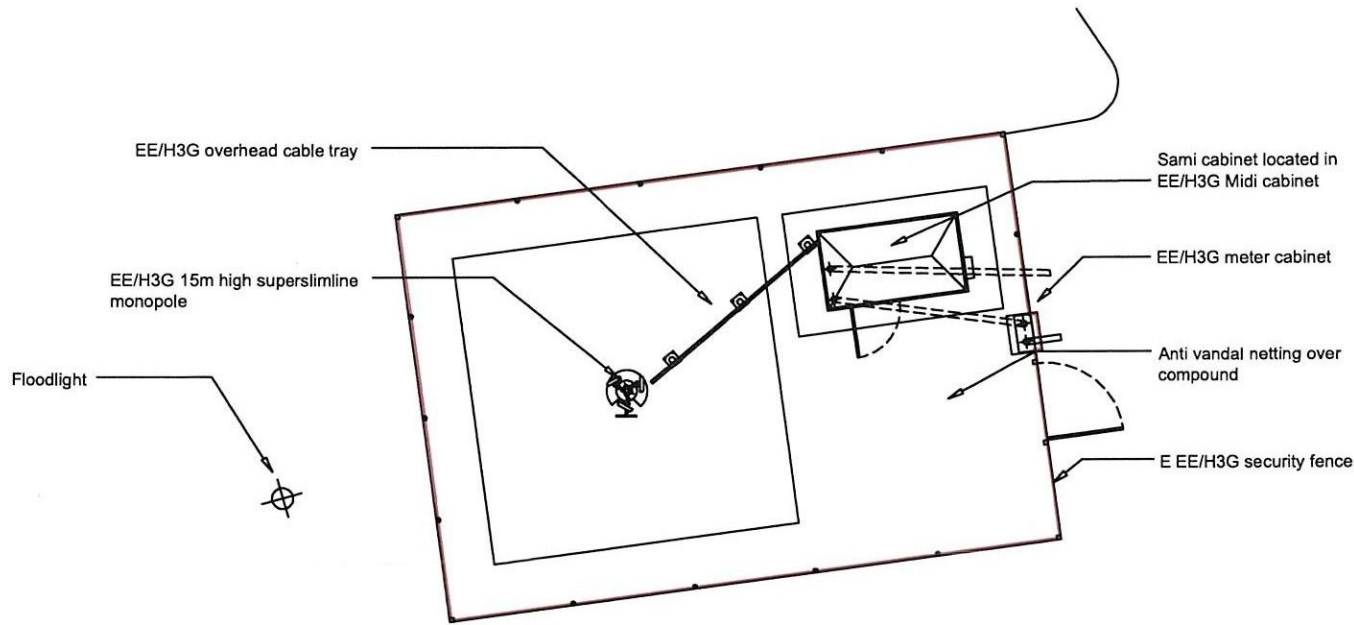
Rev	Date	Description
-	23.09.2020	First Issue

Drawn: JS
Approved: AC
Sheet No: 1 of 1
Sheet Size: A3



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ELEVATION



Signed by:



EB9863378A5A473...

Signed by:



377924815CE540C...

Section 13

Site Payment Review

13.1 In this Section 13 the following expressions shall have the following meanings:-

Base Index Figure	the Index Figure published in respect of the month that falls two (2) months before the Term Commencement Date
Base Site Payment	the Site Payment payable at the Term Commencement Date
Current Index Figure	the Index Figure published in respect of the month two (2) months before the relevant Review Date
General Index	the 'all Items' index of the Consumer Price Index (or any identical index under a different title) officially published from time to time by the Office for National Statistics or any other government department ministry or other body upon which the duties in connection with such index may have devolved
Index Figure	the figure published at the relevant time as the General Index
Review Date	every third anniversary of the Term Commencement Date and the expression "relevant Review Date" shall be construed accordingly

13.2 Review of the Site Payment

The Site Payment payable under this Lease will be reviewed in accordance with this Section 13 on each of the Review Dates and such Site Payment from and including each such Review Date shall be the "Revised Site Payment", which shall be the sum calculated in accordance with the following formula:

$$\text{Base Site Payment} \times \frac{\text{Current Index Figure}}{\text{Base Index Figure}}$$

13.3 Index

13.3.1 In the event of any change after the date hereof in the reference base used to compile the General Index, the figure taken to be shown in the General Index after such change shall be the figure which would have been shown in the General Index if the reference base current at the date hereof had been retained.

13.3.2 If the General Index shall cease to be published or shall be materially changed in its method of compilation then there shall be substituted as the relevant calculation

in paragraph 13.2 a new arrangement for indexation (the "Revised Indexation") whereby the figure to be calculated under that paragraph shall reflect increases in the cost of living on a similar basis to that set out in that paragraph.

- 13.3.3 If the Landlord and the Tenant are unable to agree a basis for the Revised Indexation within three (3) months of the relevant Review Date then either of them may at any time request the President of the Institute of Chartered Surveyors in England and Wales to appoint an arbitrator to determine in accordance with the Arbitration Act 1996 an appropriate basis for the Revised Indexation which would achieve a basis as near as possible to that which applies under paragraph 13.2.

13.4 Interim payments

- 13.4.1 Until such time as the Revised Site Payment is ascertained, the Tenant shall continue to pay the Site Payment previously payable under this lease and in accordance with the terms of this Lease.
- 13.4.2 Within 30 days of the Revised Site Payment being ascertained, the Tenant shall pay to the Landlord any increase in the Site Payment together with interest on each instalment thereof at the base rate from time to time of Lloyds Bank Plc calculated in each case from and including each day on which such instalment of the increased Site Payment would have been payable had the Revised Site Payment been ascertained on or before the relevant Review Date.

13.5 Memorandum of Revised Site Payment

The Landlord shall produce and both parties shall sign a memorandum recording the Revised Site Payment and each party shall be responsible for their own costs and expenses for this.

13.6 Time is not of the essence

Time is not of the essence for the purpose of this section.

Schedule 1

Landlord's Epitome of Title

**Relating to the freehold property at Mulbarton Village Hall, The Common, Mulbarton, Norwich,
NR14 8AE (of which the Communications Site forms part)**

No.	Date	Document	Parties	Original or copy	Will original be handed over on completion?
1.	19.12.1985	Conveyance	<div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 0.2em;"></div> (1) and Mulbarton Parish Council (2)	Copy	No
2.	19.12.1985	Deed	<div style="background-color: black; width: 100%; height: 1.2em; margin-bottom: 0.2em;"></div> and (1) and Mulbarton Parish Council (2)	Copy	No
3.	Undated	Wayleave Consent	The Eastern Electricity Board (1) and Mulbarton Parish Council (2)	Copy	No