

DATED 21st MAY 2010

OTTLEY CORP

-and -

VIRGIN MEDIA LIMITED

17107858

WAYLEAVE AGREEMENT
Relating to

105 Salisbury Road
London
NW6 6RG



Virgin Media Limited
Registered Office: 160 Great Portland Street, London W1W 5QA
Registered in England and Wales Company No: 2591237

This Agreement is made the 21st day of May 2010

BETWEEN

OTTLEY CORP whose address for service in England and Wales is at Compass House, Pynacles Close, Stanmore, Middlesex, HA7 4AF (the "**Grantor**"); and

VIRGIN MEDIA LIMITED (company number 2591237) whose registered office is at 160 Great Portland Street, London W1W 5QA ("the **Company**") which is an operator (as defined in the Code (as hereinafter defined)) to whom the Code has been applied pursuant to the Communications Act 2003..

WHEREAS:

- (a) This agreement is made pursuant to the electronic communications code set out in Schedule 2 to the Telecommunications Act 1984 (as amended by the Communications Act 2003 and as may be further amended modified replaced or re-enacted) ("the **Code**").
- (b) The Grantor owns the Property.
- (c) The Grantor wishes to confer rights on the Company to execute works on the Property and keep Apparatus (as hereinafter defined) on, over or under it and enter such land to inspect or maintain the said Apparatus subject to the terms of this Agreement.

NOW IT IS HEREBY AGREED as follows:

- 1 In this Agreement (unless the context otherwise requires):

"**Apparatus**" means "electronic communications apparatus" as that phrase is defined in the Code;

"**Customer**" means the customer of the Company or Group Company in occupation of the Property (or part of it);

"**Group Company**" means in relation to any company another company which is a member of the same group of companies as that company within the meaning of section 42 of the Landlord and Tenant Act 1954;

"**Property**" means the property known as **105 Salisbury Road, London, NW6 6RG;**

"**Supply Agreement**" means the agreement for the supply of electronic communications services to the Customer; and

"**Term**" means the term of years expiring on the 24th of June 2019 unless sooner determined pursuant to Clause 10.

- 1.1 Words and phrases shall, unless otherwise defined herein, have the same meaning as that ascribed to them in the Code.
- 1.2 Headings shall be for convenience only and shall not affect the meaning or construction of any provision of this Agreement.
- 1.3 Unless the context otherwise requires the singular shall include the plural and vice versa references to any gender shall include all other genders and references to persons shall include bodies corporate unincorporated associations and partnerships in each case whether or not having a separate legal personality.
- 1.4 References to the Grantor or the Company shall include their respective successors in title and in the case of the Company shall include any Group Company to which the benefit of this Agreement shall have been lawfully assigned and in the case of the Grantor shall include all classes of persons bound by this Agreement pursuant to paragraph 2(4) of the Code.

2 **Grant of Rights**

It is hereby agreed that in consideration of the Company's obligations contained in this Agreement the Grantor hereby grants the Company the rights ("the **Rights**") during the Term to:

- 2.1 install Apparatus in, on, under or over the Property shown for the purposes of identification only on the plans attached hereto as amended by agreement from time to time;
- 2.2 execute any works on the Property in connection with the installation, maintenance, adjustment, alteration, repair, replacement, renewal, connection to, or removal of the Apparatus;
- 2.3 keep, operate and inspect any Apparatus so installed; and
- 2.4 enter the Property for the purposes of exercising the Rights subject to the giving of prior written notice in accordance with clause 4.1 below.

3 **Grantor's Warranty**

The Grantor hereby warrants that it has all the rights necessary to grant the Rights set out in this Agreement.

4 **Exercise of the Rights**

The Company shall in the exercise of the Rights:

- 4.1 give the Grantor reasonable prior written notice of its intention to enter the Property before installation of its Apparatus and reasonable prior written notice of its intention to enter the Property to maintain, adjust, alter, repair, replace, renew, add to, connect to, or remove Apparatus except that the Company shall not be required to give any notice before entering the Property where emergency works (as defined in the Code) are required;
- 4.2 carry out all works in a proper and workmanlike manner and take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage or injury to the Property or any structures thereon or drains or other services thereunder;
- 4.3 make good to the Grantor's reasonable satisfaction any damage to the Property occasioned in the exercise of the Rights;
- 4.4 carry out the works to the Grantor's reasonable satisfaction and as the works are completed, provide permanent reinstatement (and where necessary temporary reinstatement) of those areas of the Property excavated or damaged by the Company with similar materials and to existing surface levels. Any temporary reinstatement shall render the affected areas of the Property safe for their intended use until such time that permanent reinstatement is completed, such time being no later than six months after the completion of any works;
- 4.5 maintain its Apparatus installed on, under or over the Property in as good and safe condition as is reasonably practicable in all the circumstances;
- 4.6 conduct its undertaking and ensure so far as reasonably practicable that a person or persons who may be affected thereby are not exposed to risks to their health and safety;
- 4.7 exercise the Rights and use and operate the Apparatus in accordance with all applicable legislation; and
- 4.8 maintain insurance with a reputable insurer against public liability in connection with the negligent exercise of the Rights causing death or injury or loss or damage to the Property.

5 **Indemnity**

- 5.1 The Company shall indemnify the Grantor against liability for all third party claims, costs, proceedings or demands arising out of any act, error or omission of the Company, its employees, agents or contractors in breach of this Agreement or in the negligent exercise of the Rights save to the extent that any act or omission of the Grantor, its employees, agents or contractors has caused or contributed to such claims, costs, proceedings or demands PROVIDED THAT the Grantor shall not compromise or settle any such claims, costs, proceedings or demands without the prior written consent of the Company (which shall not be unreasonably withheld or delayed) and shall permit the Company to defend the same in the name of the Grantor at the Company's expense.

5.2 The Company:

- 5.2.1. does not restrict or limit its liability to the Grantor for negligence causing death or personal injury; and
- 5.2.2. shall have its maximum liability to the Grantor arising under or in connection with this Agreement limited to £10,000,000 (ten million pounds) in relation to any event or series of connected events.

6 Grantor's Obligation

The Grantor shall not knowingly do or cause or permit to be done on the Property anything which causes or is likely to cause damage to or destruction of the Apparatus, or interferes or is likely to materially interfere with the operation of the Apparatus or materially interferes with the exercise of the Rights.

7 Company Property

The Apparatus shall remain the property of the Company at all times and the Grantor shall not encumber or charge or otherwise deal with it.

8 Assignment

The Company may assign this Agreement or share the benefit of this Agreement (in whole or in part) and any of the Rights with a Group Company.

9 Notices

Any notice given by either party hereto shall be in writing and shall be deemed to have been made to the other if such notice is served by hand (in which case service shall be deemed effective immediately) or if such notice is sent by ordinary first class post and addressed to the last known address of that party, in the case of the Company to its registered office marked for the attention of Legal Affairs, in which case service shall be deemed effective 48 hours after posting.

10 Termination

10.1 The Grantor may terminate this Agreement as follows:

- (a) by giving the Company not less than 1 month's notice in writing in the event of a persistent and material breach by the Company which has been previously notified to the Company and which remains unremedied after a reasonable time; or
- (b) by giving the Company not less than 3 months' notice in writing if it has an intention (shown within the meaning of s30 (i) (f) of the Landlord and Tenant Act 1954) to redevelop the Property subject to the prior termination of the Supply Agreement.

10.2 On the termination or expiry of this Agreement in accordance with this clause 10 the Company will as soon as reasonably practicable at its own cost dismantle and remove or make safe the Apparatus and reinstate and make

good the Property in such manner as the Grantor shall reasonably direct and to the reasonable satisfaction of the Grantor and if the Company shall default in carrying out any such works of removal and reinstatement within 45 days of the date of termination of this Agreement the Grantor may (but shall not be obliged to) remove the Apparatus and reinstate and make good the Property at the expense of the Company and all costs and expenses incurred by the Grantor shall be repaid by the Company on demand on an indemnity basis and recoverable as a debt due from the Company.

- 10.3 In the event that the Grantor serves a notice under paragraph 10.1(b) the Company agrees that it to the extent that such a notice constitutes a notice under paragraph 20(1) of the Code the Company will not serve a counter notice provided that the Company or any Group Company will be able to fulfil its obligations to the Customer under the Supply Agreement until this agreement terminates in accordance with this clause 10.

11 Relocation of Apparatus

- 11.1 If the Grantor reasonably requires the relocation of the Apparatus to enable the Property or any part of it to be repaired, renewed, redeveloped, refurbished, altered, improved, added to or the use of it changed the Company agrees subject to obtaining the prior consent of the Customer such consent not to be unreasonably withheld or delayed in accordance with the provisions of the Supply Agreement to alter the Apparatus as detailed in and upon not less than two months' written notice from the Grantor.
- 11.2 Following service of a notice under clause 11.1 the Grantor will consult with the Company and use reasonable endeavours to find an alternative location for the Apparatus reasonably satisfactory to both parties and taking into account the Company's reasonable requirements.
- 11.3 As soon as reasonably practicable after the identification of an alternative location pursuant to clause 11.2 the Company shall relocate the Apparatus at its cost.
- 11.4 If the Apparatus is relocated, the provisions of this Agreement will continue to apply to the Property and the Apparatus in its altered location and the Grantor and the Company will each at their own cost sign a memorandum which will include details of the alterations to the Apparatus and will each send the signed memorandum to the other party within one month of the date of alteration of the Apparatus.
- 11.5 Any alteration to the Apparatus under this clause 11 that is reasonably required by the Grantor shall not affect the Company's or any Group Company's ability to fulfil its service obligations to the Customer insofar as is reasonably possible.
- 11.6 If the parties are unable to agree upon an alternative location for the Apparatus by the expiry of the written notice made by the Grantor in accordance with clause 11.1, either party may refer the matter for determination under clause 12.

12. Disputes

If any dispute or difference arises between the parties concerning clause 11 of this agreement, such dispute or difference will be referred to a single arbitrator where the parties can agree on one, or otherwise to an arbitrator appointed by the President of the Royal Institution of Chartered Surveyors on the application of either party, and in any case the Arbitration Act 1996 or any statutory amendment or re-enactment will apply to the reference.

13 No Relationship of Landlord and Tenant

The Parties agree that no relationship of landlord and tenant is created by the Agreement, and any references to the Landlord and Tenant Act 1954 are for definition purposes only

14 Governing Law and Jurisdiction


This agreement is governed by English law and disputes will be decided in the English courts.

15 Contracts (Rights of Third Parties) Act

Unless expressly stated and save as provided in the Code nothing in this agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.


Signed for and on behalf of

Ottley Corp



.....
David Brown
.....

Signed for and on behalf of
Virgin Media Limited



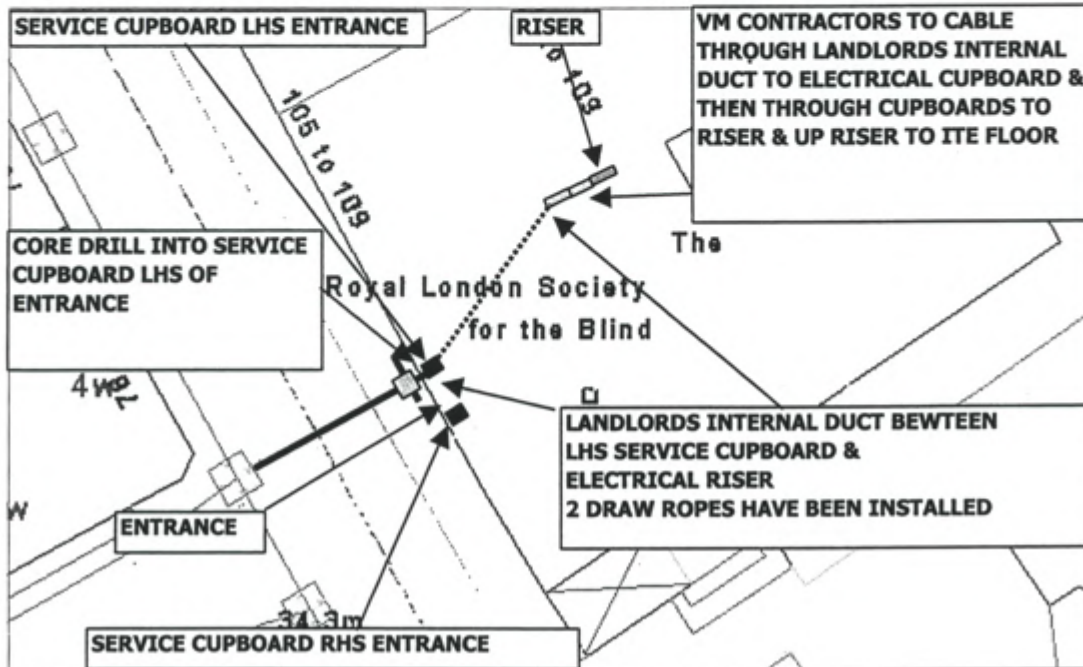
.....
J. Brown
.....

e-Pack ref: **D/A590528**
 Date: **31-March-2009**
 Franchise: **London East**
 Originator: **Chris Grayson**

Customer: **ITE Group**
 Address: **ITE**
 105 Salusbury Road
 LONDON
 NW6 6RG

e-Pack v9.07

Fig 1

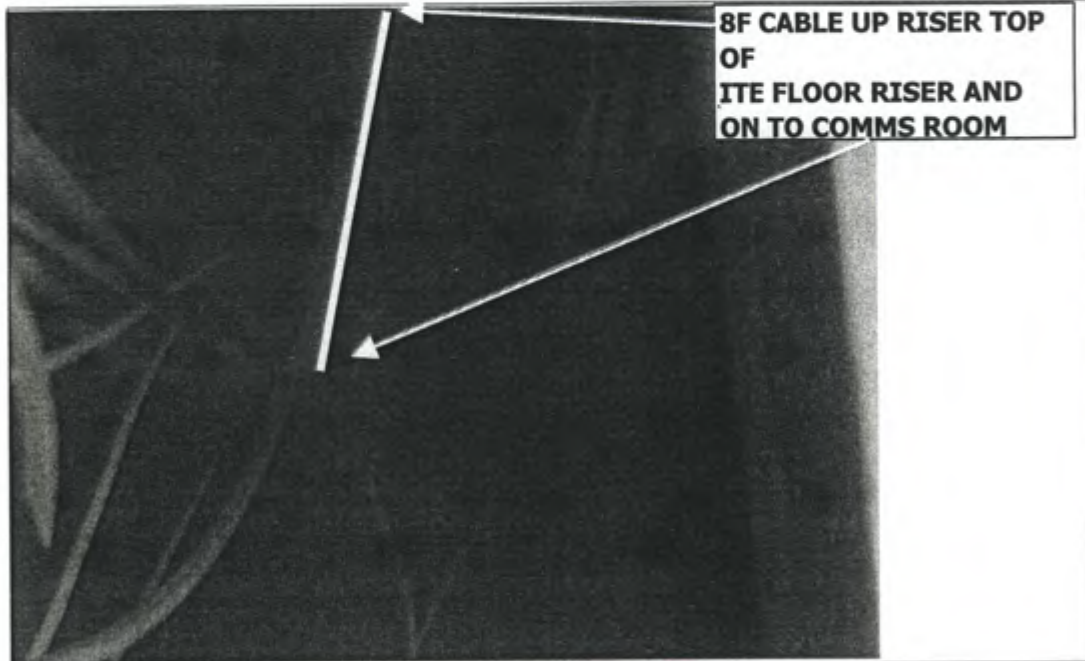


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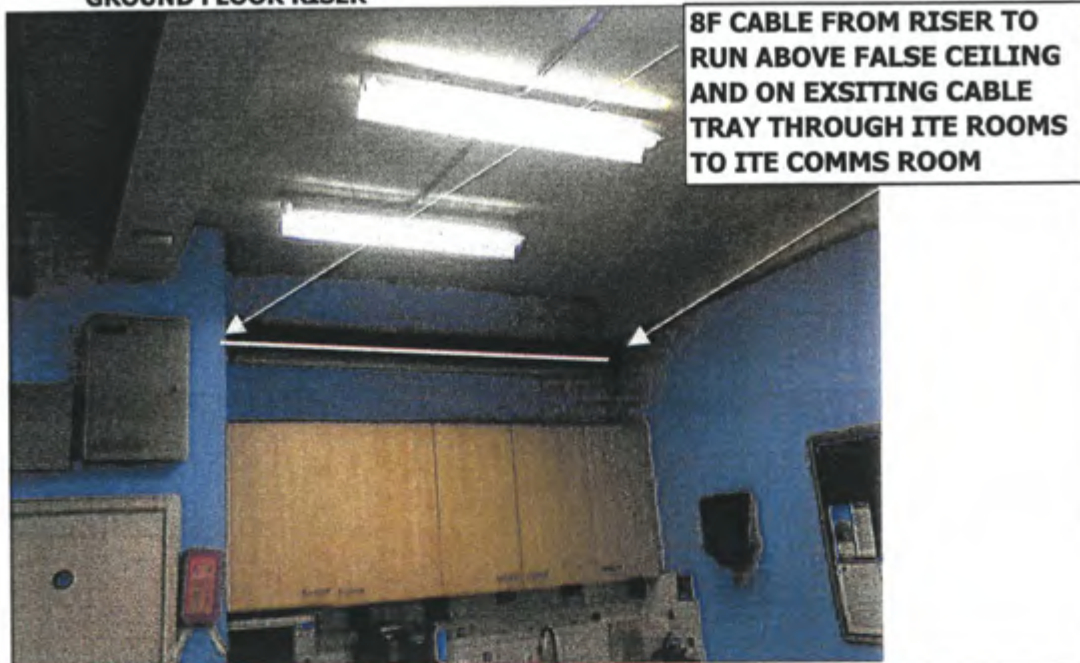
e-Pack v9.07

Fig 2



GROUND FLOOR RISER

Fig 3



ITE FLOOR



Project ref: D/A590528
Date: 31-March-2009
Branch: London East
Signator: Chris Grayson

Customer: ITE Group
Address: ITE
105 Salisbury Road
LONDON
NW6 6RG

e-Pack v9.07

Fig 4

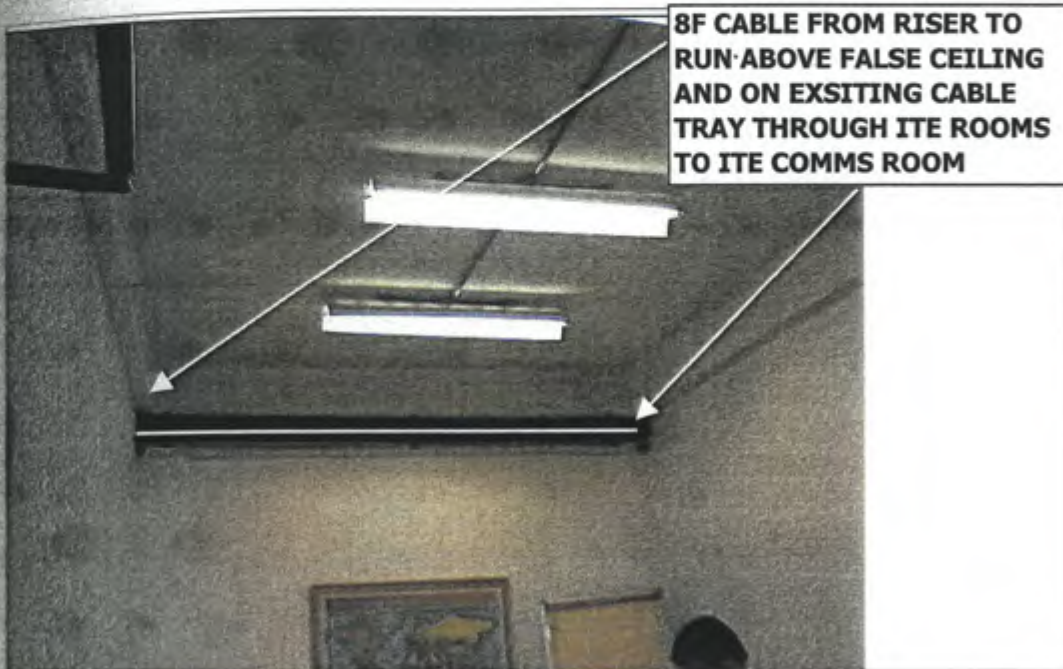
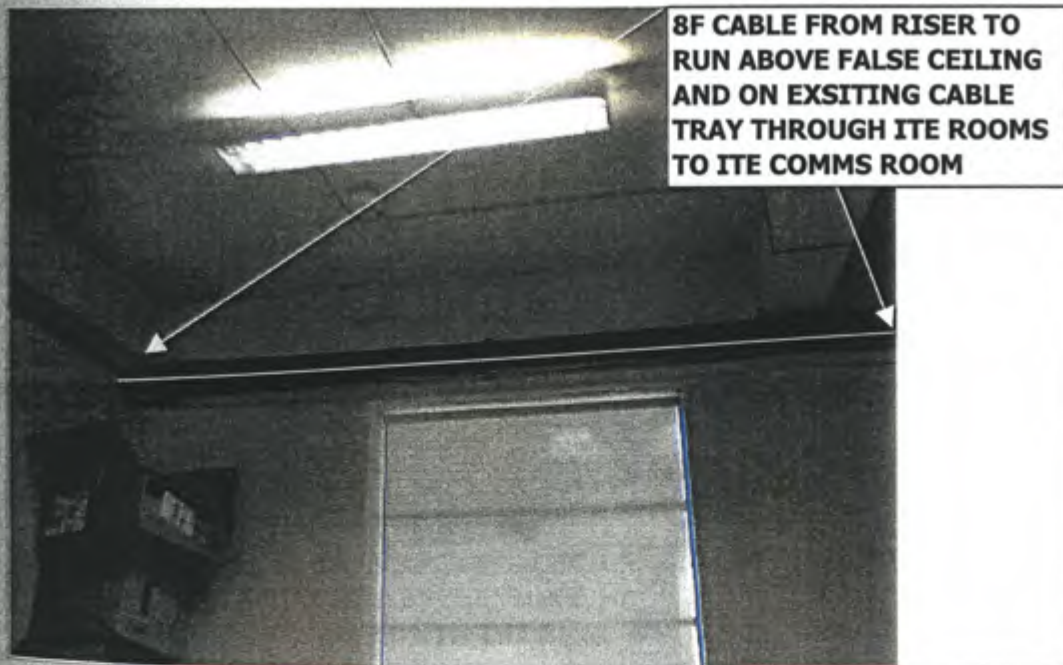


Fig 5



Works Images -



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Fig 6

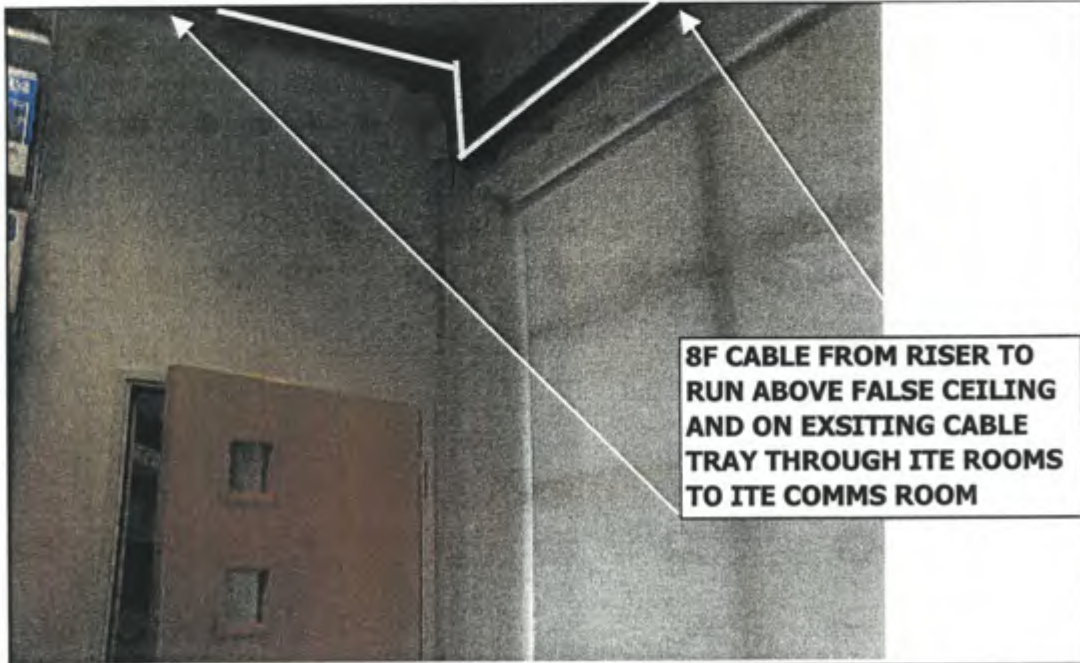
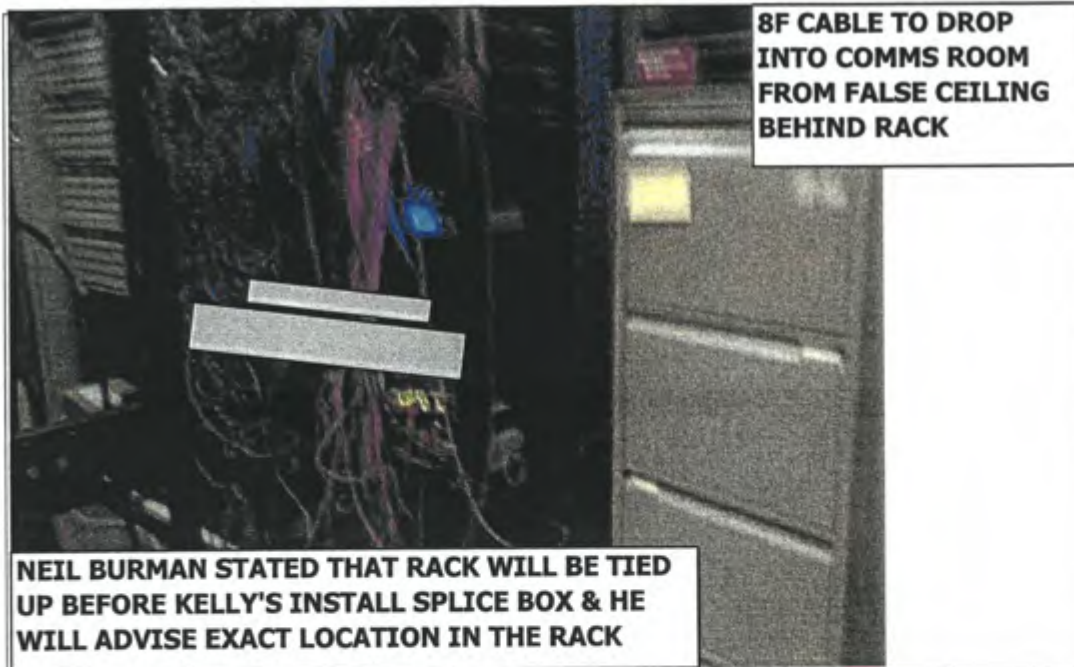
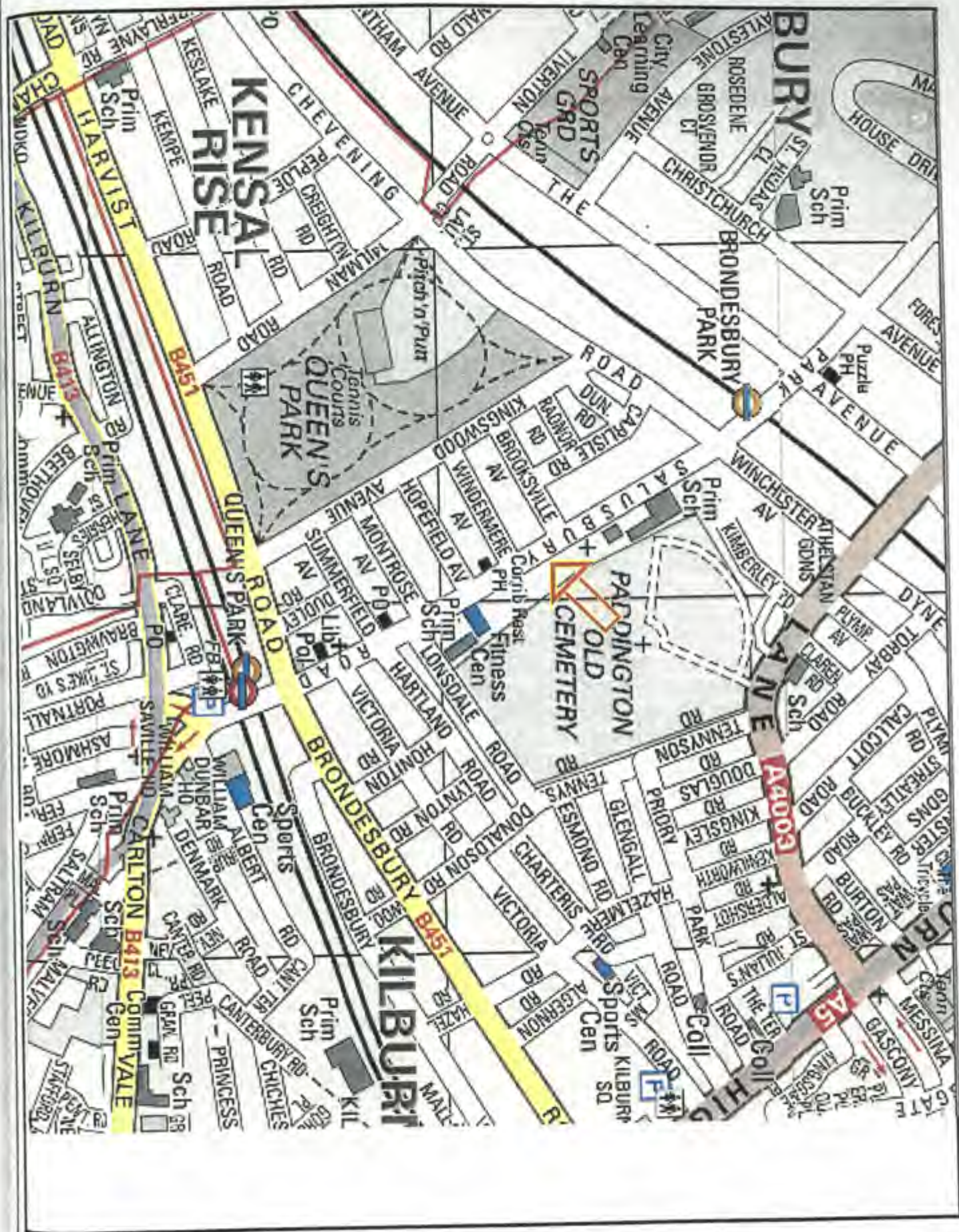


Fig 7





**KENSA
RISE**

**QUEEN'S
PARK**

**PADDINGTON
OLD
CEMETERY**

KILBURN

BURY

**BRONDES
BURY
PARK**

A4003

A5

B451

B413

B413

B413

B413

B413

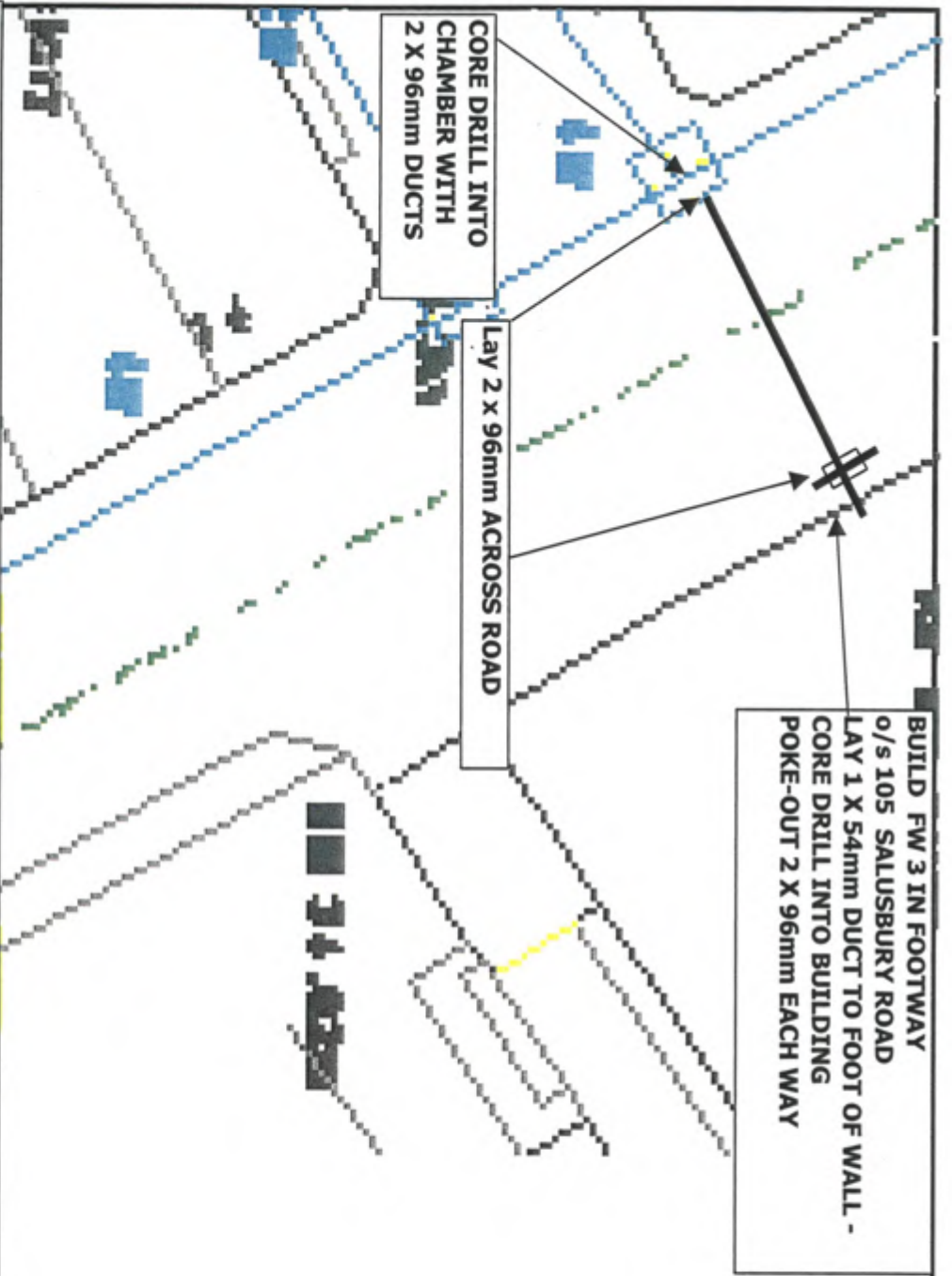
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**FOR INFORMATION -
OTHER THAN CORE DRILL INTO 105 SALUSBURY
THIS IS NOT PART OF WAYLEAVE.
WORK TO BE CARRIED OUT ON PUBLIC HIGHWAY**



General Method Statement

Programme of works

NTL/Telewest Business Supervisor to contact customer to arrange suitable timing for installation works, which will be subject to the issuance of a Gloucestershire Airport Permit to Work. Due to their location, proximate to the runway, these works must be carried out outside the normal operational hours of Gloucestershire Airport.

Site Investigation

Pre-entry survey will be carried out after site job pack has been issued to our contractors but site visits have already taken place and pertinent details have been recorded. Further discussions will be required regarding programming of works, access, permits to work etc.

External Duct Installation Work – (If Required)

Plant - Pneumatic drill, compressor, Stihl saw and Mechanical Excavating Machinery.

Full signing and guarding to Chapter 8 of D.O.T., 'Notes of Guidance for Safety at Streetworks and Roadworks', will be observed. A Site Induction will be required before any work is started. Site rules, Emergency Procedures, Behavior etc will be discussed

NTL/Telewest Business Works Supervisor will pre-check route using "Cat and Genny" locating equipment to locate other Utilities Service's buried plant. All excavations will be in accordance with recommendations in HSE Guidance "Avoiding danger from underground services" (HS (G) 47). Works Supervisor will also observe any site plans or service drawings made available for their reference. A clearly defined walkway for pedestrians will be provided at all times during the construction works. Similarly, vehicular traffic will be afforded a properly signed access route through the site. Any work in the carriageway will always be barriered off and kept safe at all times.

Following the route as illustrated in the enclosed plans, a 250mm wide strip of the existing surface shall be removed. When the cutting of tarmac or concrete is required, a Stihl Saw shall be used to ensure clean, sharp edges to the duct route. The existing material will then be excavated up to a depth of 600mm. A bed of fine fill sand will be deposited in the bottom of the trench, and the 90mm PVC green duct installed. The laying and bedding of ducts will be all in accordance with NRSWA, HAUC specifications. All work carried out will be to the same standards as for all Adopted Highways.

The duct will be surrounded with a 25-50mm layer of fine fill material and new Class A material, which will be replaced and compacted, the finished surface to be replaced as found in accordance with the New Road & Street Works Act 1991. Spoil will be removed via grab wagon from site for direct disposal at licensed tips. An inspection of the works will be carried out by the site supervisor prior to leaving site each day to ensure works are left in a safe and tidy manner.

Emergency Procedures

If problems arise out of normal working hours please call the (To be confirmed before start of work) call centre, which is available 24hrs per day, 7 days per week. The FREEFONE number is 0800 953 1800

The Call centre will take your call, respond and reply as quickly as possible.

Notice

No work to commence until agreement is reached between the Owner and Virgin Media, NTL/Telewest Business.

Internal Cable Installation Works.

Equipment - Electric drills and any relevant hand tools.

The Cable will be pulled through the duct into the building where it will exit the duct via the 100mm x 100mm black PVC 'connection point' whereupon it will enter the building via a drilled hole of approximately 16mm diameter. The hole will then be sealed with an expanding foam sealant to prevent the ingress of water. All internal cabling work will be carried out to BS 5750 and ISO 9002 specifications.

All internal cabling will be labeled and routed in a safe and tidy manner either within a ceiling void, internal riser or within protective trunking (16mm x 25mm), and all reasonable effort will be made to minimise disturbance to the building occupants during the installation.

Upon completion of the works, any remaining materials will be removed, the site shall be tidied and be subject to the Grantors final approval.

At all times full consideration will be given to both the client's Health and Safety requirements and statutory legislation.

(26/10/2007) This Method Statement does not constitute any form of agreement or contract, but indicates the Company's general intentions when undertaking such work.