

DATED

22 December 2015

LICENCE FOR ACCESS TO UNDERTAKE SITE INVESTIGATIONS

between

and

NATIONAL GRID INTERCONNECTOR HOLDINGS LTD

THIS LICENCE is dated 22 December 2015

PARTIES

- (1)
- (2) **NATIONAL GRID INTERCONNECTOR HOLDINGS LTD** incorporated and registered in England and Wales with company number 08169384 whose registered office is at 1-3 Strand, London WC2N 5EH (**Licensee**).

BACKGROUND

- (A) The Licensee is proposing to build and to provide the funding for a Converter Station and associated cabling at the Property.
- (B) The Licensee requires access to undertake ground investigations at the Property.
- (C) The Licensor is the Tenant of the Property and is willing to allow the Licensee access to the Property for the purpose of carrying out ground investigations as set out in this licence.

AGREED TERMS

I. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Compound: a temporary area of approximately 400m² to be used during the initial stages of the works for storage and parking; accruing a payment of and part of basis. Written correspondence will confirm the commencement and end of occupation of the compound area on site. No fencing will be erected as agreed with the Licensor.

Investigations: archaeological, environmental, ecological, agricultural, contamination, topographical and geotechnical surveys and investigations, including the taking and removal of soil, strata, building material, contaminants, groundwater and surface water samples and the sinking of boreholes and/or excavation of trial pits, the periodic monitoring of samples and data from the boreholes and trial pits for purposes in connection with the Project together with all reinstatement works and making good of the Property to the reasonable satisfaction of the Licensor.

Licence Period: the period from and including the Commencement Date until the date on which this licence is determined in accordance with clause 5.

Licence Fee: In accordance with National Grid's land rights strategy appended

Measures: such non-intrusive environmental and/or ecological measures, works and/or activities for purposes in connection with the Project

Necessary Consents: all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority in order to carry out the Investigation.

Plan: Plan A titled 'IFA2 – Chilling Licence Plan' attached to this licence.

Project: the project of the Licensee commonly known as the IFA2 Interconnector Project being a 1,000MW high voltage direct current (HVDC) electrical interconnector between the British and French electricity transmission systems.

Property: the freehold property shown edged red on the Plan.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.8 A reference to writing or written includes fax and email.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. **COMMENCEMENT**
- This agreement shall commence on the date hereof Monday ^{21 DECEMBER} ~~16th November~~ 2015 (Commencement Date).
3. **LICENCE**
- 3.1 Subject to clause 4, and in consideration of if asked only, the Licensor grants the Licensee and its respective contractors and consultants licence to enter the Property with or without vehicles. Access will be taken directly from the public highway along with use of the National Cycle Route, for the Licence Period in common with the Licensor (so far as is not inconsistent with the rights given to the Licensee) to access the Property to carry out the Investigations and the Measures, the approximate location of the works are detailed on Plan A and will be limited to 8 trial pits and 3 bore holes with water monitoring equipment, additional works will not be undertaken without prior written consent from the Licensor. The compound as agreed will be situated by the entrance gate, in the North West corner of the field.
- 3.2 The Licensee acknowledges that:
- (a) no relationship of landlord and tenant is created between the Licensor and Licensee by this licence;
 - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property (other than for health and safety reasons); and
 - (c) this licence is personal to the Licensee and the Licensee shall not assign, transfer, or deal in any other manner with any of its rights and obligations under this licence.
4. **LICENSEE'S AND INVESTOR'S OBLIGATIONS IN RELATION TO THE INVESTIGATIONS AND MEASURES**
- 4.1 The Licensee agrees and undertakes before commencing the Investigations and Measures to give the Licensor not less than 2 Business Days Notice in writing of the Licensee's intention to commence the Investigations and Measures.
- 4.2 The Licensee agrees to undertake the Investigations and Measures:
- (a) in compliance with the Necessary Consents.
 - (b) with skill, care, diligence as is reasonably expected of skilled, competent and properly qualified professional undertaking surveys and carrying out

environmental and/or ecological measures on projects of similar size, scope and complexity.

- 4.3 The Licensee agrees to make good any physical damage to the Property arising from the Investigations and/or the Measures including ensuring that each borehole or trial pit is backfilled on completion of its use.
- 4.4 The Licensee agrees:
- (a) not to interfere with the Licensor or its employees, servants or agents in its ownership, enjoyment, operation and use of the Property or its equipment at the Property or any right enjoyed by the Licensor or occupiers of any adjoining property save that the carrying out the Investigations and the Measures in accordance with this agreement shall not constitute a breach of this sub-clause;
 - (b) not to erect any structure (other than to plant, machinery or equipment for the purposes of the Surveys and Measures and only for the Licence Period) or place any advert or sign (other than health and safety notices) on the Property;
 - (c) to remove as soon as reasonably practicable from the Property and dispose of lawfully, any waste arising from the Investigations and Measures.
5. **THE LICENCE TO ACCESS THE PROPERTY GRANTED BY THIS AGREEMENT SHALL END ON THE EARLIEST OF:**
- (a)
 - (b) Ten Business Days after expiry of a reasonable period specified by the Licensor to the Licensee in any notice given by the Licensor to the Licensee at any time for breach of any of the Licensee's obligations contained in clause 4 and which reasonable period shall take into account the nature of the breach and allow a reasonable period within which to remedy it and provided that ten Business Days after expiry of such reasonable period the Licensee has not remedied such breach or is not in the course of remedying such breach;
 - (c) the expiry of not less than two Business Days' written notice given by the Licensee to the Licensor.
6. **MAKING GOOD**
- On completion of the Investigations and/or Measures or on termination of the licence in accordance with clause ~~5.1~~ ^{5.} ~~and Reference source not found.~~, the Licensee agrees as soon as reasonably practicable to remove all materials, plant and equipment from the Property and make good the Property as near as reasonably practicable to the state

and condition of the Property at the commencement of the licence to the reasonable satisfaction of the Licensor.

7. LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee or its employees;
- (b) damage to any property of the Licensee or its employees; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or its employees in the exercise or purported exercise of the rights granted by clause 3, other than which arise as a consequence (direct or indirect) of any act, omission, breach or neglect of the Licensor or its employees.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. CONSEQUENCES OF TERMINATION

8.1 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

9. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10. ENTIRE AGREEMENT

10.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 10.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

11. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

13. NO PARTNERSHIP OR AGENCY

- 13.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 13.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. RIGHTS OF THIRD PARTIES

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

15. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Signed by

(Licensor)

Signed by
NATIONAL GRID INTERCONNECTOR
HOLDINGS LTD

(Licensee)