

nationalgrid

Wireless

TELEVISION MULTIPLEX SERVICES - NETWORK ACCESS

Reference Offer (“**Reference Offer**”)
for Network Access
for Television Multiplex Services developed and operated by
NATIONAL GRID WIRELESS LIMITED

Subject to Contract

Issue ref: National Grid Wireless version date: July 2007

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INTRODUCTION

This Reference Offer sets out the terms and charges on which National Grid Wireless will provide Network Access (as defined below) for the purpose of post-digital switchover high-power television multiplex services.

On 30th December 2005, National Grid Wireless published its initial Reference Offer for high-power television multiplex services, pursuant to the provisions contained in the Notification issued by Ofcom to National Grid Wireless Limited (formerly known as Crown Castle UK Limited) under paragraph 9 of Schedule 18 to the Communications Act 2003, (the "Notification") and in accordance with the provisions contained in Schedule 2 Part 2 paragraph JB4.4.

The last updated version of this Reference Offer was published on 29th September 2006 ("Publication No.4"). National Grid Wireless is now issuing a further revised version of this Reference Offer ("Publication No.5") following the finalisation of a number of Network Access Agreements. This Reference Offer (Publication No.5) is issued in accordance with the provisions contained in Schedule 2 Part 2 paragraph JB4.8 of the Notification, which requires National Grid Wireless to update and re-publish the Reference Offer in relation to any amendments. The Reference offer published on 29 September 2006 (i.e. Publication No.4), remains available for customers if they prefer that version to this updated version Publication No.5, until 31st January 2008, after which Publication No.4 will be withdrawn.

Any one or more applicants for Network Access are referred to in this Reference Offer as the "Customer" or "Customer(s)".

A copy of this Reference Offer (i.e. Publication No.5) has also been placed on National Grid Wireless's website: www.uk.nationalgridwireless.com A copy has also been provided to Ofcom.

NETWORK ACCESS FOR DIGITAL TERRESTRIAL TELEVISION ("DTT")

In this Reference Offer "Network Access" has the meaning set out in the Notification.

This Reference Offer applies to Network Access requests (including National Grid Wireless self-provided Network Access) for the purpose of the delivery of content to end users by means of a television multiplex service as follows:

- **PSB DTT Site Sharing**

In relation to television multiplex services by a public service broadcasting ("PSB") multiplex, this Reference Offer assumes Network Access will be required by Customer(s) for all the NGW stations (listed in the attached standard Network Access Agreement) and to existing or new shared or shareable antenna systems to be installed by National Grid Wireless for the purpose of providing PSB digital terrestrial broadcasting transmission services on a regional basis from 2008 onwards, with a national network coverage in 2012, and thereafter for a 20 year term.

- **Commercial DTT Site Sharing**

In relation to television multiplex services by a commercial multiplex, this Reference Offer assumes Network Access will only be required by Customer(s) to the Type 1A and Type 1B stations (as identified in the attached standard Network Access Agreement) to existing or new shared or shareable antenna systems to be installed by National Grid Wireless on those stations, for the purpose of providing commercial digital terrestrial broadcasting transmission services on a regional basis from 2008 onwards, with a national network coverage in 2012 and thereafter for a 20 year term.

This Reference Offer deals specifically with the 2008 – 2012 switchover requirements for 3 PSB and 3 COM Multiplexes and is therefore not suitable for any other regulated DTT Network Access requirements, (e.g. additional multiplexes with new roll out requirements. Should a requirement for

this form of Network Access be required, National Grid Wireless will publish an appropriate reference offer.

NETWORK ACCESS FOR REGIONAL, NATIONAL OR METROPOLITAN RADIO SERVICES

Please note that in relation to the provision of Network Access for radio services a separate Reference Offer has already been filed by National Grid Wireless. In that offer, National Grid Wireless has confirmed it will apply similar principles and adopt a similar approach to the calculation of charges as set in this Reference Offer for digital terrestrial TV Network Access, for the purposes of calculating the charges for regulated radio multiplex services.

STANDARD NETWORK ACCESS AGREEMENT

Attached and included as part of this Reference Offer is a standard Network Access Agreement which provides the standard terms and conditions upon which Network Access will be provided including the obligations on National Grid Wireless and Customer in respect of the period prior to the Target Access Date (as defined in the standard Network Access Agreement) and thereafter, and schedules covering:

- (i) Network Availability –Schedule 2;
- (ii) Fault Handling and Support Services– Schedule 3;
- (iii) Sample Station Schedules and Station Licence Terms – Schedules 4 and 5;
- (iv) Code of Practice (i.e. Access Regulations) – Schedule 6
- (v) Risks- Schedule 7;
- (vi) Change Control Procedure – Schedule8;
- (vii) Reporting and Progress Review-Schedule 9;
- (viii) Review of Charges – Gain/Pain Share – Schedule 10;
- (ix) Specification – Schedule 11;
- (x) List of Stations and Station Details – Schedule 12;
- (xi) Charges & Pass-through Costs – Schedule 13;
- (xii) Supervision – Schedule 14; and
- (xiii) Operations Manual – Schedule 15.

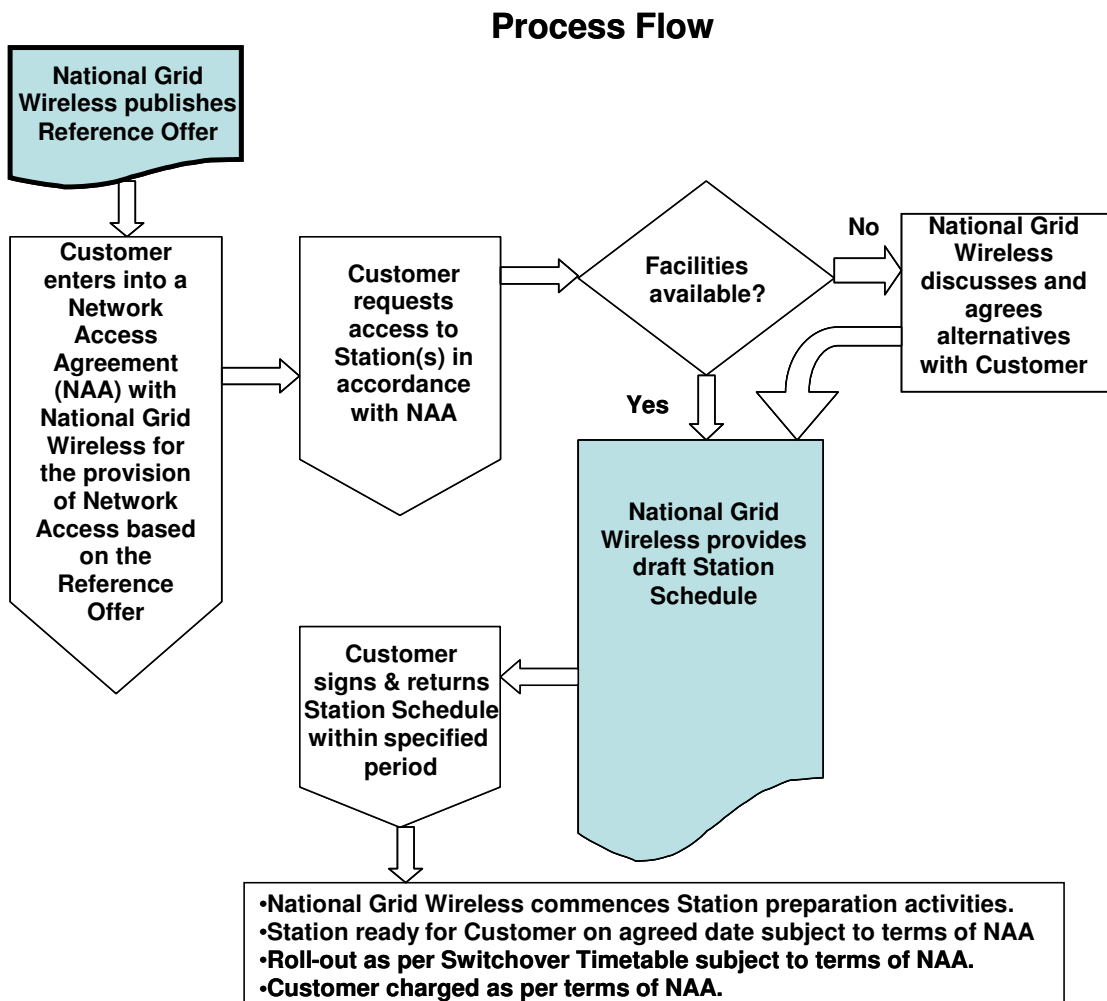
National Grid Wireless will be pleased to consider all reasonable requests for Network Access in accordance with its regulatory obligations and will provide pricing for reasonable requests which differ from the specification and assumptions set out in this Reference Offer and standard terms and conditions on a cost orientated basis and on fair, reasonable and non-discriminatory terms. Any further pricing supplied for different requests will follow the same principles which have been adopted in formulating this Reference Offer.

ENGAGEMENT PROCESS TO OBTAIN NETWORK ACCESS

Following signature of the standard Network Access Agreement the Customer will also be required to enter into station licences for each station it wishes to use.

The diagram below shows in diagrammatic form the engagement process. Terms not defined in the Process Flow diagram have the meaning given to them in the standard Network Access Agreement.

The National Grid Wireless ordering and provisioning procedure for Network Access is summarised in the process flow below:



Standard Network Access Agreement

NATIONAL GRID WIRELESS LIMITED

and

CUSTOMER

NETWORK ACCESS AGREEMENT

for the use of site-sharing facilities for post switchover high-power DTT Network Access

dated [•]

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This Agreement is entered into on [●].

PARTIES:

- (1) **NATIONAL GRID WIRELESS LIMITED**, a company incorporated under the laws of England and Wales with registered number 3196207 and having its registered office at Wireless House, Warwick Technology Park, Heathcote Lane, Warwick, CV34 6DD (“**National Grid Wireless**”); and
- (2) **Customer**, a company incorporated under the laws of England and Wales with registered number [●] and having its registered office at [●] (“**Customer**”).

WHEREAS:

- (A) Pursuant to a final statement published by Ofcom on 28 April 2005 entitled “Broadcasting Transmission Services: a review of the market, Final statement”, National Grid Wireless was designated as a person having significant market power in the market for access to National Grid Wireless’s mast and site network and shared or shareable antenna systems acquired, constructed or installed by National Grid Wireless for the primary purpose of providing analogue and/or digital terrestrial broadcasting transmission services in the United Kingdom to deliver content to end users by means of a Television Multiplex Service licensed under Part 1 of the Broadcasting Act 1996.
- (B) Such final statement included a notification from Ofcom requiring National Grid Wireless, *inter alia*, to publish a Reference Offer (as such term is defined herein) setting out the terms and conditions on which it will provide Network Access (as such term is also defined herein).
- (C) Customer wishes to purchase, and National Grid Wireless wishes to supply, Network Access in accordance with the terms of such Reference Offer, subject to certain amendments which have been agreed between the parties. This Agreement therefore sets out the agreed terms on which National Grid Wireless shall supply Network Access to Customer.

1 Definitions and Interpretations

- 1.1** Capitalised terms shall have the meaning ascribed to them in Schedule 1 (Definitions).
- 1.2** Where the context so admits or requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.3** Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement.
- 1.4** Unless otherwise stated, references to Clauses and Schedules are to clauses of and schedules to this Agreement, and references to Parts and paragraphs are to parts of and paragraphs of a Schedule to this Agreement.
- 1.5** References to each party herein include references to its successors in title, permitted assigns and novatees.
- 1.6** All references to “include” and “including” shall be construed to mean “include without limitation” and “including without limitation” respectively.

- 1.7** All references to a statute or statutory provision include any consolidation or re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.
- 1.8** In the event of any inconsistency between the provisions of these Terms and Conditions, the provisions of any Schedule hereto and/or any Station Access Licence, the following order of precedence shall apply:
- 1.8.1** these Terms and Conditions;
 - 1.8.2** the Schedules; and
 - 1.8.3** the Station Access Licence.

2 Obligations Of National Grid Wireless prior to each applicable Target Access Date

- 2.1** Subject to the terms of this Agreement, National Grid Wireless shall, prior to each applicable Target Access Date (and, where relevant and to the extent it may be later, the applicable Access Date):
- 2.1.1** deliver the ADP to Customer by the relevant Target ADP Issue Date, provided that:
 - (i) if and to the extent that the Planned ACP Issue Date is delayed, whether by failure by the relevant parties to approve the ACP (but not, for the avoidance of doubt, where National Grid Wireless unreasonably withholds or delays its consent to the ACP) or as a result of any other event beyond the control of National Grid Wireless, then the Target ADP Issue Date shall be automatically delayed by the same number of days by which the Planned ACP Issue Date is delayed; and
 - (ii) where National Grid Wireless fails (for reasons within its control) to deliver the ADP to Customer by the relevant Target ADP Issue Date or, where applicable pursuant to (i) above, a revised Target ADP Issue Date, then the MTS1 Date shall be automatically extended by the same number of days by which delivery of the ADP is delayed, such extension being without prejudice to the obligations of National Grid Wireless under Clauses 2.1.8 and 4.2;
 - 2.1.2** comply with the Engagement Process and exchange the Engagement Information with Customer in advance of the MTS1 Date;
 - 2.1.3** during the period between the Engagement Date and the MTS1 Date, cooperate in good faith with Customer to enable the Customer MTS Specification to be agreed by the MTS1 Date;
 - 2.1.4** beginning on the first day of the month which is eighteen (18) months prior to the Target First Switchover Date for each Station, provide a forecast of the Target Access Date for that Station and provide updates of such forecast on the first day of each month thereafter up to the applicable Access Date;

- 2.1.5 undertake and complete such tasks and activities as may be necessary in order to allow National Grid Wireless to offer Network Access in accordance with the terms of this Agreement. It will be the responsibility of National Grid Wireless to procure and manage any and all civil works required at any Station, including the provision of electricity, ventilation openings, heat exchanger bases, underground ducts and cable entries;
 - 2.1.6 execute a Station Access Licence for each Station;
 - 2.1.7 provide such access to each Station as Customer may reasonably require for the purpose of conducting site surveys; and
 - 2.1.8 subject to Clauses 3.1.3(i) and 3.1.3(ii) below, make all of the Specification Deliverables listed between items 1 and 10 of Appendix A, Schedule 11 (Specification) available to the Customer at each applicable Station to the extent that such items are specifically listed as being for delivery on the relevant Primary Requirement Date.
- 2.2** In order to allow the Switchover Programme design process (including in particular but without limitation the Antenna Selection Process) to take place, Customer shall require certain information from National Grid Wireless to facilitate the design, costing and change control process which Customer is required to carry out as a provider of Managed Transmission Services. Accordingly, the parties acknowledge that there will be information flows between them during the Switchover Programme design process.
- 2.3** National Grid Wireless shall use reasonable endeavours to provide budgetary charges relating to any proposed variance from the Charges (if any) during the ADP and/or ADS phase of the Antenna Selection Process. Without prejudice to Clause 2.2 above, National Grid Wireless shall, where such information is available, provide specifications relating to existing transmit and RBL receive antennas to assist the Regional Design Process. National Grid Wireless shall use reasonable endeavours to provide such data by no later than three (3) months prior to the relevant MTS1 Date.
- 2.4** In the event that Network Access is not provided at any Station on the Target Access Date, National Grid Wireless shall use reasonable endeavours to provide Network Access at that Station as soon as is reasonably practicable after the Target Access Date.

3 Obligations Of Customer prior to each applicable Target Access Date

- 3.1** Subject to the terms of this Agreement, Customer shall, prior to each applicable Target Access Date (and, where relevant and to the extent it may be later, the applicable Access Date):
- 3.1.1 comply with the Engagement Process and exchange the Engagement Information with National Grid Wireless in advance of the MTS1 Date;
 - 3.1.2 during the period between the Engagement Date and the MTS1 Date, cooperate in good faith with National Grid Wireless to enable the Customer MTS Specification to be agreed by the MTS1 Date;

- 3.1.3** deliver the Customer MTS Specification for each Station to National Grid Wireless by the MTS1 Date or, where relevant, the revised MTS1 Date pursuant to Clause 2.1.1(ii) above, subject to the following:
- (i) where Customer fails (for reasons beyond the control of either it or National Grid Wireless, including where the Target ADP Issue Date is delayed under Clause 2.1.1(i) above) to provide the Customer MTS Specification in respect of any Station to National Grid Wireless by the MTS1 Date, Customer shall provide the Customer MTS Specification to National Grid Wireless as soon as practicable thereafter and the parties may choose to discuss and seek (in good faith) to agree the scope, timing and costs of an accelerated work programme in order that National Grid Wireless may meet the Target Access Date for that Station notwithstanding that the MTS1 Date has been delayed (such programme known as an “**NGW Accelerated Work Programme**”), provided that:
 - (a) where the parties agree the terms (including, for the avoidance of doubt, the costs) of an NGW Accelerated Work Programme, the provisions of Clauses 2.1.8 and 4.2 shall continue to apply and the agreed costs shall be at Customer’s expense and invoiced by National Grid Wireless separately from the Charges following each applicable Station Switchover Date (but shall not, for the avoidance of doubt, be included in any calculations undertaken pursuant to the provisions of Schedule 10 (Review of Charges - Gain/Pain Share)); or
 - (b) where the parties choose not to pursue, or fail to reach agreement on, an NGW Accelerated Work Programme, then the obligations of National Grid Wireless under Clauses 2.1.8 and 4.2 shall be automatically delayed by the same number of days by which delivery of the Customer MTS Specification is delayed, subject to a maximum of forty-two (42) days, following which the provisions of Clauses 2.1.8 and 4.1.2 shall continue to apply but on a reasonable endeavours basis only;
 - (ii) where Customer fails (for reasons within its control) to provide the Customer MTS Specification in respect of any Station to National Grid Wireless by the MTS1 Date or, where relevant, the revised MTS1 Date pursuant to Clause 2.1.1(ii) above, Customer shall provide the Customer MTS Specification to National Grid Wireless as soon as practicable thereafter and the parties shall in good faith discuss and seek to agree the scope, timing and costs of an NGW Accelerated Work Programme provided that:
 - (a) where the parties agree the terms (including, for the avoidance of doubt, the costs) of an NGW Accelerated Work Programme, the provisions of 3.1.3(i)(a) above shall apply; or
 - (b) where the parties fail to reach agreement on an NGW Accelerated Work Programme, the provisions of Clauses 2.1.8 and 4.1.2 shall continue to apply but on a reasonable endeavours basis only;
- 3.1.4** execute a Station Access Licence for each Station;
- 3.1.5** subject to Clause 2.1.7 above, not access any Station until the applicable Station Access Licence has been executed by both parties; and
- 3.1.6** promptly provide all information, co-operation and assistance as may be reasonably requested by National Grid Wireless in connection with the

performance of either party's obligations pursuant to this Agreement, which may include (but shall not be limited to) providing information, co-operation and assistance in relation to the conduct of any site surveys, and co-operating and sharing information with MTS Providers where reasonably requested by National Grid Wireless.

4 Rights and Obligations of National Grid Wireless following each applicable Access Date

- 4.1** On and from each applicable Access Date, National Grid Wireless shall make and keep the Specification Deliverables described in Clause 2.1.8 available to Customer at all Stations for the installation of Customer Equipment by Customer.
- 4.2** Subject to Clauses 3.1.3(i) and 3.1.3(ii) above, on and from each applicable Secondary Requirement Date, National Grid Wireless shall provide all of the Specification Deliverables listed between items 1 and 10 of Appendix A, Schedule 11 (Specification) to the extent that such items are specifically listed as being for delivery on the relevant Secondary Requirement Date at each applicable Station.
- 4.3** National Grid Wireless shall, as soon as reasonably practicable following the Customer having made the Customer Equipment available for testing pursuant to Clause 5.1.1 below, carry out such tests as may be reasonably required to ensure that Customer Equipment provided or installed by Customer interoperates properly with the relevant Common Equipment and NGW Equipment.
- 4.4** National Grid Wireless shall, from each applicable Access Date, have the right to:
 - 4.4.1** exercise any of its rights under the applicable Station Access Licence, including the right to switch off Customer Equipment;
 - 4.4.2** be the sole and exclusive provider and maintainer of all Common Equipment and NGW Equipment;
 - 4.4.3** where Customer, any Customer Multiplex Operator, any Approved Contractor or any other third party requires access to any Station for any reason, require that such access is supervised by National Grid Wireless or its nominee in accordance with Schedule 14 (Supervision), and in such circumstances National Grid Wireless shall also be entitled to levy a reasonable charge in accordance with Schedule 14 (Supervision) to Customer for the provision of such supervision;
 - 4.4.4** use any Station, including any Common Equipment or NGW Equipment, for the purpose of providing Network Access to MTS Providers, and grant access to the Station(s) including the Common Equipment and the NGW Equipment for the provision of such other services to any party or for such other purposes as National Grid Wireless may in its discretion decide to support from time to time, provided that the provision of Network Access to Customer pursuant to and in accordance with this Agreement shall not be adversely affected by such use. For the avoidance of doubt, planned works as described in paragraph 3 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits) shall not constitute an adverse effect; and

4.4.5 require Customer to relocate (other than for the purposes of a temporary relocation which shall be governed by Clause 4.6 of the applicable Station Access Licence) any Customer Equipment at any Station to an alternative station, or, in default of Customer's compliance with such request after such reasonable period as National Grid Wireless may specify, relocate or enter any Customer Accommodation in order to relocate any Customer Equipment to the alternative station (and in such scenario Customer shall pay to National Grid Wireless on demand the costs, charges and expenses properly incurred by National Grid Wireless in so entering and relocating), provided that National Grid Wireless shall, in exercising such right, act reasonably and seek the lowest cost solution that allows National Grid Wireless to meet its obligations under this Agreement in respect of the provision of Network Access. In such circumstances the relevant Station Access Licence shall, following the removal of the last of the Customer Equipment from the original Station, immediately terminate, and be replaced with a new Station Access Licence for the new station (which shall become a Station) on the same terms as the original Station Access Licence, but the relevant Station Schedule shall be updated to reflect the new Station details, and National Grid Wireless may at its discretion provide to Customer an updated Station Schedule and/or Station Access Licence in consequence of this.

4.5 For the avoidance of doubt, National Grid Wireless shall have no liability to Customer in respect of any loss or damage suffered by Customer as a result of National Grid Wireless's exercise of any of its rights set out in this Clause 4, and the exercise by National Grid Wireless of any such rights shall be without prejudice to Customer's obligation to pay the Charges, Pass-Through Costs and other amounts payable hereunder.

4.6 Where Customer's contractual arrangements for the provision of Managed Transmission Services to the Customer Multiplex Operator grants step-in rights to the Customer Multiplex Operator in relation to the Customer's role under this Agreement, National Grid Wireless shall, in the event that such rights are exercised by the Customer Multiplex Operator, continue to provide to Customer the identical services, rights, privileges, information and cooperation to which Customer is entitled pursuant to this Agreement, provided that Customer must remain obliged to fulfil each and every obligation under this Agreement during any period in which such step-in rights are exercised. Customer shall immediately notify National Grid Wireless in writing at the beginning or end of any period in which such step-in rights are exercised.

5 Obligations of Customer following each applicable Access Date

5.1 Customer shall, from each applicable Access Date:

5.1.1 in respect of each Station, install the Customer Equipment and carry out all such tests as are necessary to ensure that it interoperates properly with the Common Equipment and thereafter make the Customer Equipment available to National Grid Wireless for testing by the date that is not less than one (1) month prior to the Target First Switchover Date;

- 5.1.2 comply, and procure that its employees, agents and/or subcontractors comply, with the terms of the applicable Station Access Licence;
- 5.1.3 pay National Grid Wireless's charges (such charges being in accordance with Schedule 14 (Supervision) for providing supervision in respect of any Customer, Customer Multiplex Operator, or other third party access to any Station;
- 5.1.4 not commence use of the Customer Equipment at any Station until:
 - (i) authorised to do so by National Grid Wireless in writing; and
 - (ii) Customer has secured any and all Customer Licences and any consent, approval, other licence, authorisation or permission that Customer requires from any Government Authority or other third party for the Permitted Use; and
- 5.1.5 comply with directions of National Grid Wireless from time to time, which may include requiring Customer to comply with specified sections of the Code of Practice;
- 5.1.6 indemnify and hold harmless National Grid Wireless on demand against any reasonable additional costs (by way of additional rent, licence or other fees or payments) charges and expenses (or a due and proper proportion thereof) which National Grid Wireless may reasonably incur or pay (including planning, legal, agents/surveyors, management or other professional fees or costs of any Landlord or other third party whose licence, consent, permission or approval shall be required) as a result of Customer's access to any Station, and/or National Grid Wireless's efforts to negotiate any associated licence, consent, permission or approval and/or any amendment or variation to any covenant, condition, term, restriction or stipulation in any lease, licence, deed or document or otherwise, relating to or affecting the title (whether belonging to National Grid Wireless or any Landlord or third party) to any Station and/or the access rights to any such Station that may be necessary or requisite to facilitate or accommodate the installation, use and operation of the Customer Equipment and/or the sharing of the use and/or occupation of the Station and/or to allow the Customer to use and/or share the Station and/or the Customer Equipment and/or the Common Equipment for the Permitted Use;
- 5.1.7 during the Term obtain, maintain and comply with all applicable Laws and any consent, approval, licence, authorisation or permission that Customer requires from any Government Authority or other third party, including any Customer Licence, and, to the extent the same are applicable to National Grid Wireless, shall not do or permit anything to be done which might cause or otherwise result in a breach by National Grid Wireless of the same or of any National Grid Wireless Licence; and
- 5.1.8 without prejudice to any of its other obligations under this Agreement, promptly provide all information, co-operation and assistance as may be reasonably requested by National Grid Wireless in connection with the performance of either party's obligations pursuant to this Agreement throughout the Term, which may include (but shall not be limited to) co-

operating and sharing information with MTS Providers where reasonably requested by National Grid Wireless.

6 DSO Risk

- 6.1** If a Standard Risk occurs, any costs, losses and expenses incurred by National Grid Wireless shall be covered by the Uplift for Contingencies and there shall be no adjustment to the Charges as a result of the impact of such Standard Risk on future Capital Expenditure other than in accordance with the provisions contained in Schedule 10 (Review of Charges - Gain/Pain Share). Notwithstanding the foregoing, National Grid Wireless shall comply with the provisions of Schedule 9 (Reporting and Progress Review).
- 6.2** If an Exceptional Risk occurs, then the Charges shall be adjusted (pursuant to the Change Control Procedure set out in Schedule 8(Change Control Procedure)) over the remainder of the Term so as:
- 6.2.1** to include all additional costs (including depreciation and an appropriate return on any reasonably incurred additional capital expenditure), losses and expenses National Grid Wireless incurs as a result of the occurrence of the Exceptional Risk; and
 - 6.2.2** to apply the methodology set out in Schedule 13 (Charges and Pass-Through Costs) including the application of the Applicable WACC to any additional existing assets or reasonably incurred capital expenditure required (as described in paragraph 4.10 of Schedule 13 (Charges and Pass-Through Costs)) and the adjustments for timing and smoothing (as described in paragraph 4.13 of Schedule 13 (Charges and Pass-Through Costs)) and allowing for the reduced period over which Charges will be paid as a result of the occurrence of the Exceptional Risk.
- 6.3** Any Unavoidable Pass-Through Costs incurred by National Grid Wireless solely in relation to the performance of this Agreement (and not in relation to any other agreement) during the period between the Access Date and the Station Switchover Date shall become due and payable on presentation of an invoice by National Grid Wireless for the same, which invoice National Grid Wireless shall be entitled to present at any time on or after the Station Switchover Date.
- 6.4** National Grid Wireless shall be entitled to an extension of time for the provision of Network Access at any NGW Station if and to the extent that the provision of Network Access at that NGW Station is delayed (or at an associated Main Station is delayed thereby causing consequent delay to the NGW Station) as a result of any Exceptional Risk. Any such extension of time, including any amendments to the relevant Target Access Date, shall be determined pursuant to the Change Control Procedure. Notwithstanding the above, if an Exceptional Risk occurs, National Grid Wireless shall use all reasonable endeavours to avoid adjustments to the Target Access Dates as a result of such Exceptional Risk.
- 6.5** Subject to Clause 15, National Grid Wireless's liability to Customer for any and all breaches by National Grid Wireless of any and all of its obligations under Clauses 2.1.8, 4.1 and 4.2 above shall be limited as follows:

6.5.1 a maximum of £• per Station per week in respect of any losses or damages relating to such Station in the period of up to thirteen (13) weeks from the date the first such breach commenced; and

6.5.2 a maximum of £• per Station per week in respect of any losses or damages relating to such Station in the period following such thirteen (13) week period,

provided that National Grid Wireless' maximum aggregate liability for all losses or damage relating to any Station shall not exceed £•. For the avoidance of doubt, it is agreed and acknowledged by Customer that the limitations on National Grid Wireless' liability set out in this Clause are not intended to be pre-estimates of Customer's anticipated losses and do not imply any obligation to pay liquidated damages. It is further agreed and acknowledged by Customer that it shall be for Customer to prove any loss or damage it has suffered in respect of any breach by National Grid Wireless of its obligations under Clauses 2.1.8, 4.1 or 4.2, subject always to the limitations on National Grid Wireless' liability set out in this Clause. For the further avoidance of doubt, any amounts paid to Customer in respect of any breach by National Grid Wireless of its obligations under Clauses 2.1.8, 4.1 and 4.2 shall count towards the limits set out in Clause 15.1.3.

7 Obligations of the parties following each Station Switchover Date

7.1 On and from the relevant Station Switchover Date (and without prejudice to Clause 3.1.6 above), National Grid Wireless shall:

7.1.1 ensure that Network Access Availability at the relevant Station meets or exceeds the applicable Network Access Level. In the event that National Grid Wireless fails to achieve the applicable Network Access Level in respect of any Station, then National Grid Wireless shall pay Network Access Credits to Customer in accordance with the terms set out in Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits). Customer agrees that any liability of National Grid Wireless to pay Network Access Credits shall represent Customer's sole and exclusive remedy in respect of National Grid Wireless's failure to achieve the applicable Network Access Level;

7.1.2 provide fault handling and support services in accordance with the terms set out in Schedule 3 (Fault Handling and Support Services);

7.1.3 provide Customer with its standard set of regular written reports (including a report detailing National Grid Wireless's performance against the Network Access Levels). If requested, National Grid Wireless may agree to provide to Customer additional or bespoke reports from time to time, but reserves the right to raise an additional charge for such reports; and

7.1.4 shall comply with the terms of any WTA Licence(s) applicable to the Multiplex from time to time, to the extent that Customer discloses (or procures the disclosure of) such WTA Licences to National Grid Wireless, or to the extent that such WTA Licence(s) have already been disclosed to National Grid Wireless at the date hereof. National Grid Wireless shall, on written request, not more than once per annum, certify to Customer in

writing that National Grid Wireless has complied with the terms of any WTA Licence(s) applicable to the Multiplex.

- 7.2** On and from the relevant Station Switchover Date, each of the parties shall comply with the Operations Manual in respect of each Station.

8 Operational Meetings and Reporting

- 8.1** Each party shall appoint a project manager who shall be responsible for attending meetings relating to the subject matter of this Agreement. The parties shall arrange and attend (by their project managers appointed pursuant to this Clause 8) progress and review meetings at regular intervals and locations to be agreed between the parties from time to time during the Term. Such meetings shall be the forum for the parties to review the relationship between the parties hereunder and to discuss developments, consider proposals, agree actions and seek to resolve any issues arising. Where appropriate, other personnel or representatives of the parties designated or approved by their respective project managers may also attend such meetings.
- 8.2** Without prejudice to the provisions of Clause 8.1 above, the parties shall comply with their obligations set out in Schedule 9 (Reporting and Progress Review).
- 8.3** National Grid Wireless shall also, without prejudice to the obligations set out in Schedule 9 (Reporting and Progress Review), inform Customer as soon as reasonably practicable of any event which is likely to result in a material increase in the Charges, or any anticipated delay to any Target Access Date.

9 Charges, Payment and Security

- 9.1** Subject to the remainder of this Clause 9, Customer shall pay to National Grid Wireless the Charges, the Pass-Through Costs and any other amounts referred to in this Agreement.
- 9.2** The Charges (excluding Pass-Through Costs which are subject to variation in accordance with market conditions) are subject to indexation as follows. The Charges set out in Schedule 13 (Charges and Pass-Through Costs) are stated in real terms at prices based on the period from 1 July 2005 to 30 June 2006. For each subsequent Year (commencing with the Year represented by the period from 1 July 2006 to 30 June 2007) the Charges shall be increased (without taking into account any Network Access Credits or set off pursuant to Clauses 9.7 and 9.13 respectively) by a percentage equal to the percentage increase in RPI. Such percentage increase shall be calculated by comparing the RPI published in the April immediately preceding the Year for which the Charges are being reviewed, with the RPI published twelve (12) months before the April immediately preceding the Year for which the Charges are being reviewed, and expressing the difference as a percentage of the first (i.e. first published) of such RPIs. If any such difference is a negative number, it shall be treated as zero for the purposes of the indexation mechanism set out in this Clause 9.2. Any percentage increase in RPI that is required to be calculated under this Agreement shall be calculated to two decimal places, and conventional rounding shall apply. (By way of illustration only, to calculate the indexation for the Charges for the Year beginning 1 July 2007, the relevant increase in RPI is obtained by comparing the RPI for April 2006 and the RPI

for April 2007 and expressing the increase between these two values as a percentage increase of the RPI for April 2006.)

- 9.3** Subject to the remainder of this Clause 9.3, the Charges and the Pass-Through Costs shall become payable as follows:
- 9.3.1** The Charges shall become payable on a Station by Station apportioned basis on and from:
- (i) the Station Switchover Date; or
 - (ii) the Analogue Switch-off Date in respect of such Station,
- whichever is the earlier to occur. National Grid Wireless shall submit invoices to Customer on a monthly basis in advance for an amount equal to the Charges (or to the aggregate of the Charges for the applicable Sub-Regions) divided by twelve (12); and
- 9.3.2** The Pass-Through Costs shall become payable on a Station by Station apportioned basis on and from the applicable Access Date. National Grid Wireless shall submit invoices to Customer on a monthly basis in advance for the Pass-Through Costs.
- 9.4** Except as otherwise provided for under this Agreement, all amounts payable by Customer hereunder shall be payable within thirty (30) days of the date of the relevant invoice, the invoice date being the Due Date for such amounts.
- 9.5** Customer shall make payments for the Charges and Pass-Through Costs by direct debit.
- 9.6** National Grid Wireless shall notify Customer of the Sub-Region Charges not less than nine (9) months prior to the Target First Switchover Date.
- 9.7** At the end of each Year National Grid Wireless shall calculate any Network Access Credits due to Customer pursuant to Clause 7.1.1, in respect of the previous Year, and shall make the applicable payment to Customer in respect thereof within ninety (90) days of the end of the applicable Year.
- 9.8** All Charges, Pass-Through Costs and other amounts referred to in this Agreement are exclusive of value added tax and any other tax or duty which shall, if and to the extent applicable, be payable by Customer at the rate and in the manner from time to time prescribed by law.
- 9.9** All invoices hereunder shall be raised in, and all debts due hereunder shall be settled in, pounds sterling. If the United Kingdom becomes a participating member state for the purposes of European Monetary Union and the Euro accordingly becomes the lawful currency of the United Kingdom, then:
- 9.9.1** that shall not affect the validity of this Agreement or the rights and obligations of the parties hereunder, nor shall it give either party the right to alter or terminate the Agreement unilaterally; and
 - 9.9.2** with effect from the date on which it occurs, any amount referred to in this Agreement in GB pounds sterling shall be redenominated in Euros at the rate and in the manner determined by the relevant legislation.

- 9.10** If Customer fails to pay any amount payable by it under this Agreement within thirty (30) days from the Due Date, without prejudice to National Grid Wireless's other remedies, Customer shall become liable for and, on National Grid Wireless's demand from time to time, shall pay interest on such overdue amount from the Due Date up to the date of actual payment whether before or after judgement at the rate of four per cent (4%) per annum over the base rate of the Bank of England. Such interest shall accrue from day to day and shall be computed on the basis of a year of three hundred and sixty-five (365) days for the number of days elapsed.
- 9.11** If Customer is more than thirty (30) days overdue with payment of any amount payable hereunder, National Grid Wireless may serve Customer with not less than fourteen (14) days written notice of its intention to suspend provision of Network Access for non-payment. Following the expiry of such notice period, National Grid Wireless reserves the right to suspend provision of Network Access until Customer has rectified matters. Moreover, Customer shall not be relieved of any liability to pay Charges or any other amounts due under this Agreement in respect of any period during which National Grid Wireless's provision of Network Access has been suspended pursuant to this Clause.
- 9.12** If Customer disputes any invoice issued by National Grid Wireless hereunder, it shall nevertheless be obliged to pay that invoice. In the event that the outcome of any dispute resolution process provided for in this Agreement is that an overpayment has been made by Customer, National Grid Wireless shall be liable to repay to Customer an amount equal to the overpayment together with interest on such amount calculated at the rate specified in Clause 9.10, such interest to be calculated for the period from the date of payment of the original invoice to the date of repayment by National Grid Wireless of the overpayment.
- 9.13** National Grid Wireless may elect to set off any liability to pay any amounts payable by it hereunder against any amounts payable by Customer to National Grid Wireless hereunder or any liability of Customer to National Grid Wireless howsoever arising.
- 9.14** At any time on or after 1 January 2015, National Grid Wireless shall be entitled to request in writing, and upon receipt of such request Customer shall within thirty (30) days provide (in a form acceptable to National Grid Wireless (acting reasonably)):
- 9.14.1** a duly executed parent company guarantee deed (from an entity with a minimum investment grade long-term credit rating published by a recognised rating agency being one of Moodys, Standard & Poor or Fitch);
or
- 9.14.2** if Customer is unable to provide such parent company guarantee deed pursuant to Clause 9.14.1 above, an alternative form of security which National Grid Wireless may reasonably require,
- in each case in an unconditional and irrevocable form and guaranteeing Customer's liability for, without limitation, any sums, costs, charges or expenses which may become payable by Customer to National Grid Wireless under this Agreement provided that the total financial liability under the relevant parent company guarantee deed or alternative form of security (as applicable) shall not exceed a sum which is equal to the value of the Expiry Fee from time to time. For the avoidance of doubt in connection with the operation of Clause 14.4 below: (i) the parent company guarantee deed or alternative form of security (as applicable) shall expressly cover

any Expiry Fee payable by Customer to National Grid Wireless in instalments pursuant to Clause 14.4 below following expiry or termination of this Agreement and must remain in full force and effect until such time as any liability of the Customer to pay the Expiry Fee pursuant to such Clause 14.4 has been exhausted; and (ii) any costs or charges associated with such parent company guarantee deed or alternative form of security (as applicable) shall have been paid in full by Customer by no later than ninety (90) days prior to the date the first of the thirty-six (36) instalments of the Expiry Fee falls due to be payable pursuant to Clause 14.4 below, failing which the provisions of Clause 14.4 shall cease to apply and the Expiry Fee shall immediately fall due to be payable.

9.15 Without prejudice to Clause 9.16 below, where Customer has provided National Grid Wireless with a parent company guarantee under Clause 9.14 and, thereafter, the credit rating of the entity providing such parent company guarantee falls below the level specified in Clause 9.14 above, National Grid Wireless may, in its discretion, provide written notice requiring Customer to provide at its expense a new parent company guarantee or other form of security instrument which complies with the credit level set out under Clause 9.14 above and in a form acceptable to National Grid Wireless within thirty (30) days of such written notice.

9.16 Customer shall be deemed to have committed a serious breach of this Agreement in the event that:

9.16.1 any parent company guarantee deed; or

9.16.2 any alternative form of security reasonably required by National Grid Wireless,

under Clause 9.14 is not provided or becomes invalid or otherwise unenforceable and, subject to Clause 9.17 below, Customer has failed, within twenty (20) days, to remedy such non-provision, invalidity or other unenforceability.

9.17 Where any non-provision, invalidity or other unenforceability under Clause 9.16 above arises as a result of the unilateral cancellation or breach of, or wilful default under, such parent company guarantee deed or alternative form of security (as applicable) by either the Customer or the relevant guarantor, Customer shall immediately be deemed to have committed a serious breach of this Agreement and shall, in any event, be required to provide a new parent company guarantee or other form of security instrument within five (5) days. The parties agree and acknowledge that, in connection with the operation of this Clause 9.17, the thirty (30) day remedy period set out in Clause 13.2 below shall not apply prior to National Grid Wireless having the right to serve written notice to Customer to terminate this Agreement provided that, where Customer provides a new parent company guarantee or other form of security instrument within five (5) days, the serious breach shall nonetheless be deemed to have been remedied and the right of National Grid Wireless pursuant to Clause 13.2 to serve written notice to terminate this Agreement as a result of such serious breach shall be extinguished.

10 Review of Charges

10.1 National Grid Wireless shall conduct a Review in accordance with the process set out in Schedule 10 (Review of Charges - Gain/Pain Share):

10.1.1 no more than fifteen (15) months after DSO; or

10.1.2 on such other date as is agreed between the parties and approved by Ofcom; or

10.1.3 on such other date as may be directed by Ofcom.

10.2 The parties agree and acknowledge that, following the completion of a Review under Clause 10.1 and Schedule 10 (Review of Charges - Gain/Pain Share), the Charges shall be amended in accordance with the mechanism set out in paragraph 3 of Schedule 10 (Review of Charges - Gain/Pain Share).

11 Change

If a Customer or National Grid Wireless wishes to make any change to this Agreement, the parties shall follow the Change Control Procedure set out at Schedule 8 (Change Control Procedure).

12 Personnel

Except as expressly permitted by this Agreement, neither party shall (without the written consent of the other party):

12.1 at any time during the term of this Agreement or for one year after termination of this Agreement, solicit or endeavour to entice away from or discourage from being employed or hired by the other party any person who is at that time or at any time in the previous twelve months was an employee of the other party; and

12.2 at any time during the term of this Agreement or for one year after termination of this Agreement, employ or attempt to employ or hire or attempt to hire the services of as consultants or otherwise any person who is at that time or at any time in the previous twelve months was an employee of the other party.

Each of Clauses 12.1 and 12.2 above will be taken to constitute a separate obligation and will be construed independently of each other.

13 Term and Termination

13.1 Subject to the remainder of this Clause 13, this Agreement shall come into force on the Execution Date and shall continue thereafter for an initial term expiring at midnight on 31 December 2032 (the "**Expiry Date**"), whereupon it shall automatically expire unless Customer gives not less than twelve (12) months' notice, such notice to expire on the Expiry Date, that it wishes to extend this Agreement for either:

13.1.1 twenty-four (24) months commencing on the day after the Expiry Date, on the same terms and conditions including Charges as set out herein, whereupon the Agreement shall automatically expire; or

13.1.2 twenty-four (24) months commencing on the day after the Expiry Date, on the same terms and conditions including Charges as set out herein, whereupon the Agreement shall be automatically extended for successive periods of twelve (12) months, on the same terms and conditions including Charges as set out herein, unless terminated by either party on not less than twelve (12) months' notice to the other party.

13.2 Each party shall be entitled forthwith on serving a written notice to the other party to terminate this Agreement, in whole or as to the affected part, if the other party shall

be in serious breach or persistent material breach of any of the provisions of this Agreement and shall not remedy or otherwise satisfactorily compensate the non-defaulting party in respect of such breach within thirty (30) days of the non-defaulting party notifying the other party in writing of the breach in question.

- 13.3** Each party shall be entitled forthwith on serving a written notice to the other party to terminate this Agreement on any of the following events occurring in respect of the other party:
- 13.3.1** a petition is presented or resolution passed for its winding up, provided that this Clause 13.3.1 shall not apply to a bona fide re-organisation or re-construction of that party whilst solvent;
 - 13.3.2** it enters into any composition with its creditors generally, or suffers any similar action in consequence of default by it in its obligations in respect of any indebtedness provided that this Clause 13.3.2 shall not apply to a bona fide re-organisation or re construction of that party whilst solvent;
 - 13.3.3** an administration application is made in respect of it or it suffers a notice of appointment of administrator to be filed at court in respect of it;
 - 13.3.4** it has stopped or threatens to stop generally payment of its debts or if it ceases or threatens to cease to carry on its business or any substantial part of it, provided that this Clause 13.3.4 shall not apply to a bona fide re-organisation or re-construction of that party whilst solvent;
 - 13.3.5** it has a receiver, administrative receiver or other similar official appointed over all or any substantial part of its property, undertakings or assets;
 - 13.3.6** it suffers a creditor taking possession of all or any part of its business or assets or suffers any execution or other legal process being enforced against its business or any of its substantial assets, which execution or legal process is not discharged within thirty (30) days;
 - 13.3.7** it is deemed for the purpose of Section 123 of the Insolvency Act 1986 to be unable to pay its debts; or
 - 13.3.8** an event or circumstances analogous to any of those referred to in Clauses 13.3.1 to 13.3.7 above occurs in any jurisdiction outside England and Wales under the laws of any competent jurisdiction.
- 13.4** Customer may terminate this Agreement (in whole or in part) by not less than twelve (12) months' prior written notice to National Grid Wireless to this effect, expiring at any time on or after 31 December 2022.
- 13.5** Customer may terminate this Agreement in its entirety or as to the relevant parts as applicable on not less than ninety (90) days' notice to National Grid Wireless if, and to the extent that, Customer ceases to provide Managed Transmission Services in respect of the Multiplex for whatever reason (including termination in whole or part of Customer's Managed Transmission Services agreement with the Customer Multiplex Operator for whatever reason).
- 13.6** Either party may terminate this Agreement on not less than ninety (90) days' notice to the other party in the event of DSO Cancellation. Such termination may be in respect of either the entirety of this Agreement or the relevant parts as applicable,

provided that the right to terminate shall not apply to such part(s) of this Agreement as relate to any Sub-Region(s) in which Multiplex Switchover has already occurred.

13.7 Either party may terminate this Agreement as to the affected NGW Station or NGW Stations pursuant to Clause 16.2.

13.8 Where this Agreement is terminated in part only pursuant to any provision of this Clause 13, it shall continue in full force and effect as to the remaining part.

14 Consequences of Termination

14.1 Upon termination (in whole or part) of this Agreement for whatever reason or upon its expiry, all Station Access Licences granted hereunder (or, in the event of a partial termination, all of such licences in respect of NGW Stations at which Network Access will no longer be provided) shall immediately terminate and Customer shall comply with its relevant obligations pursuant to such Station Access Licences.

14.2 Any termination of this Agreement shall be without prejudice to either party's rights to recover any sums payable or due by the other or to any rights accrued by one party to the other in accordance with this Agreement on or prior to the date of such termination. Without prejudice to the foregoing or to Clause 14.7 below, National Grid Wireless shall use reasonable endeavours to mitigate any losses or expenses that may arise by virtue of the expiry or termination of part or all of this Agreement.

14.3 This Clause 14, Clauses 7, 9, 15, 17, 19 and 20 and paragraph 3.5 of Schedule 13 (Charges and Pass-Through Costs) shall continue in full force and effect notwithstanding the termination or expiry of this Agreement.

14.4 If this Agreement expires or is terminated by either party pursuant to any of Clauses 13.1, 13.4 or 13.5, Customer shall, subject to Clauses 9.14 to 9.16 above, pay to National Grid Wireless the Expiry Fee (or, in the event of a partial termination, the applicable pro rata portion thereof) in thirty-six (36) equal monthly instalments commencing from the date of expiry or termination (as the case may be) on the first Business Day of each applicable month, which shall constitute the Due Date.

14.5 Without prejudice to National Grid Wireless's other rights and remedies, if this Agreement is terminated pursuant to either of Clauses 13.2 or 13.3 or if Customer purports to terminate this Agreement other than in accordance with its terms, Customer shall immediately pay to National Grid Wireless the Expiry Fee or, in the event of a partial termination, the applicable pro rata portion of the Expiry Fee.

14.6 If this Agreement is terminated by either party pursuant to Clause 13.6 or 13.7, Customer shall pay to National Grid Wireless the Early Cancellation Fee, or, in the event of a partial termination, the applicable pro-rata portion of such amount, but, for the avoidance of doubt, not the Expiry Fee.

14.7 If this Agreement expires or is terminated (irrespective of the reason for termination), National Grid Wireless shall use reasonable endeavours to mitigate the Expiry Fee or Early Cancellation Fee (as applicable).

14.8 Where this Agreement expires or is terminated (in whole or in part) for any reason and Customer pays either the Expiry Fee pursuant to Clause 14.4 or 14.5 or the Early Cancellation Fee pursuant to Clause 14.6, National Grid Wireless shall, without prejudice to its general obligation pursuant to Clause 14.7, use reasonable endeavours to enter into arrangements with any third party or parties to provide

Network Access or otherwise to exploit the Customer Accommodation and/or the relevant portion of the Common Equipment and/or other assets which are the subject of the Expiry Fee or Early Cancellation Fee (the "**Subsequent Arrangements**"). If National Grid Wireless does enter into any such Subsequent Arrangements to exploit the Customer Accommodation and/or the relevant portion of the Common Equipment and/or other assets which are the subject of the Expiry Fee or Early Cancellation Fee paid by the Customer before the end of their applicable asset lives, National Grid Wireless shall:

- 14.8.1** calculate, on a Net Present Value basis and by application of the Applicable WACC, the proportion of the amounts comprised in the Expiry Fee or Early Cancellation Fee that National Grid Wireless will recover over the term of the Subsequent Arrangements from the exploitation of the Customer Accommodation and/or the relevant portion of the Common Equipment and/or other assets which are subject of the Expiry Fee or Early Cancellation Fee paid by the Customer (such sum being the "**NPV Amount**");
 - 14.8.2** provide details of the NPV Amount to Customer as soon as reasonably practicable following its calculation;
 - 14.8.3** within ninety (90) days of National Grid Wireless concluding the relevant Subsequent Arrangements (and subject to Clause 14.9 below), either:
 - (i) where either the Early Cancellation Fee or all Expiry Fee instalments have already been paid in full by Customer, repay such NPV Amount to the Customer; or
 - (ii) where the Expiry Fee instalments have, pursuant to Clause 14.4, not yet been paid in full by Customer, repay such portion of the Expiry Fee already received and set off any remaining portion of the NPV Amount against the outstanding Expiry Fee instalments which remain due to be paid.
- 14.9** For the avoidance of doubt, the sum repaid to the Customer (or, where applicable, set off in respect of future Expiry Fee instalments) under Clause 14.8 shall not, in any circumstance, exceed the amount of the Expiry Fee or Early Cancellation Fee paid or payable by Customer to National Grid Wireless pursuant to Clause 14.4, 14.5 or 14.6 above.

15 Liability, Indemnities and Insurance

15.1 Liability

- 15.1.1** National Grid Wireless accepts liability to Customer only to the extent as expressly provided or contemplated in this Clause 15, or in Clauses 6.5, 7.1.1 and Clause 4.2 of each Station Access Licence, and otherwise shall have no liability to Customer under or in connection with this Agreement or any Station Access Licence whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 15.1.2** National Grid Wireless accepts liability to Customer for any damage to Customer Equipment caused by National Grid Wireless's negligence in the provision of Network Access up to five million pounds sterling (£5,000,000)

per NGW Station per Year. For the avoidance of doubt, neither damage to nor loss or corruption of data shall constitute loss of or damage to physical property.

15.1.3 Subject to Clause 15.1.2, National Grid Wireless's maximum aggregate liability to Customer arising under or in connection with this Agreement and all Station Access Licences, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, in respect of claims relating to any Year shall be limited to the greater of:

- (i) one hundred and twenty five per cent (125%) of the Charges payable by Customer to National Grid Wireless under this Agreement in respect of that Year; and
- (ii) £1,000,000.

For the avoidance of doubt any amounts paid by National Grid Wireless to Customer by way of Network Access Credits under Clause 7.1.1 shall count towards the limits set out in this Clause 15.1.3.

15.1.4 National Grid Wireless shall not be liable to Customer under or in connection with this Agreement or any Station Access Licence for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings, loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

15.1.5 Nothing in this Clause 15 or otherwise in this Agreement or any Station Access Licence shall exclude or in any way limit National Grid Wireless's liability to Customer (i) for fraud, (ii) for death or personal injury caused by its negligence (including negligence as defined in s. 1 Unfair Contract Terms Act 1977), (iii) for breach of terms regarding title implied by s. 12 Sale of Goods Act 1979 and/or s. 2 Supply of Goods and Services Act 1982, or (iv) to the extent the same may not be excluded or limited as a matter of law.

15.1.6 National Grid Wireless shall have no liability to Customer, and Customer shall have no right or remedy against National Grid Wireless, for any delay by National Grid Wireless in performing or complying with, or any failure by National Grid Wireless to perform or comply with any obligation under or term of this Agreement or any Station Access Licence to the extent that such delay or failure is attributable to any act or omission of or by Customer or any of its employees, agents or contractors (including any breach by Customer of any obligation under or term of this Agreement or any Station Access Licence and any failure by Customer to comply with the Engagement Process).

15.1.7 The exclusions and limitations of liability under this Clause 15 shall have effect in relation both to any liability expressly provided for or contemplated

under this Agreement or any Station Access Licence and to any liability arising or incurred by reason of the invalidity or unenforceability, in whole or in part, of any term of this Agreement or of any Station Access Licence.

- 15.1.8** This Agreement and the Station Access Licences entered into pursuant to it set forth the full extent of National Grid Wireless's obligations and liabilities arising out of or in connection with this Agreement and all Station Access Licences, and there are no conditions, warranties, representations or terms, express or implied, that are binding on National Grid Wireless except as specifically stated in this Agreement and the Station Access Licences. Any condition, warranty, representation or term which might otherwise be implied into or incorporated in this Agreement or any Station Access Licence, whether by statute, common law or otherwise, is hereby expressly excluded.

15.2 Indemnities

- 15.2.1** Customer shall be liable for and shall indemnify National Grid Wireless against any and all claims, actions, liabilities, losses (including any loss of National Grid Wireless revenue), damages and expenses (including any losses or expenses arising out of any third party demand) and including legal expenses incurred by National Grid Wireless which arise out of or in connection with, directly or indirectly: (i) the operation or malfunction of any Customer Equipment; or (ii) any activity undertaken by Customer or its employees, agents, contractors or customers at any NGW Station. As regards loss of or damage to National Grid Wireless Equipment, Common Equipment, Accommodation (including Customer Accommodation) and any Equipment owned or controlled by MTS Providers, Customer's liability under this indemnity shall be limited to ten million pounds sterling (£10,000,000) per Year in relation to each NGW Station, but shall otherwise be unlimited.

- 15.2.2** Without prejudice to Clause 15.2.1, Customer agrees during this Agreement and thereafter to indemnify and keep indemnified National Grid Wireless from and against claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by National Grid Wireless resulting directly or indirectly from any claims by third parties that any Programme, or the transmission in accordance with the terms of this Agreement by National Grid Wireless, or sub-contractors of National Grid Wireless, of any Transmitted Service Signal relating to any Customer Output Signal:

- (i) is in breach of any duty of confidentiality or privacy;
- (ii) infringes or prejudices any existing or future Intellectual Property Rights;
- (iii) is defamatory or obscene; or
- (iv) infringes any applicable Law or any voluntary codes of conduct in relation to the broadcasting of programmes,

save in respect of any such Transmitted Service Signal for which an effective instruction to cease transmission has been served by Customer

pursuant to this Clause 15.2.2. For the avoidance of doubt, Customer's liability under this indemnity is unlimited.

Customer may instruct National Grid Wireless to cease transmission of the Transmitted Service Signals relating to any Customer Output Signals on a temporary basis by contacting National Grid Wireless's Service Management Centre ("**SMC**") at Service Management Centre, Wireless House, Warwick Technology Park, Heathcote Lane, Warwick, CV34 6DD, United Kingdom or email toc@ngridwireless.com. Instructions may also be made by telephone (the 24 hour duty engineer is 01926 416234, the broadcast line is 01926 416241) provided such instructions are promptly confirmed in writing by fax or email. National Grid Wireless may update any or all of these contact details by notice to Customer at any time. Such instructions of Customer shall only be effective if issued by a director of Customer or by a person authorised in writing by a director of Customer for this purpose where such authorisation has been provided to National Grid Wireless.

For the avoidance of doubt, any cessation of provision of transmission by National Grid Wireless pursuant to an instruction from Customer under this Clause 15.2.2 shall be without prejudice to Customer's obligation to pay the Charges, Pass-Through Costs and other amounts due hereunder.

- 15.2.3** The indemnity in Clause 15.2.2 shall be subject to National Grid Wireless:
- (i) promptly notifying Customer in writing of such claim;
 - (ii) not making any admission as to liability or agreeing to any settlement or compromise of the claim without Customer's prior written consent, not to be unreasonably withheld or delayed;
 - (iii) at Customer's request and expense, giving Customer express authority to conduct all negotiations and litigation, and to settle all litigation, arising from such claim; and
 - (iv) providing Customer at Customer's expense with all available information and assistance as Customer may reasonably require. If within ninety (90) days after National Grid Wireless's receipt of notice of any claim, Customer fails to take action to defend the same, National Grid Wireless may at Customer's expense undertake the defence, compromise or settlement of the claim. Upon the assumption of the defence of the claim, National Grid Wireless may defend, compromise or settle the claim as it sees fit provided that National Grid Wireless shall take reasonable steps to monitor and mitigate the fees and costs associated with the same and shall keep Customer informed of any reasonable settlement proposals made by the claimant and shall not agree any settlement without Customer's prior written consent (not to be unreasonably withheld or delayed).

15.3 Insurance

- 15.3.1** Without prejudice to its obligations and liabilities under this Agreement (including under any indemnity), Customer agrees that during the Term it

will maintain appropriate insurance policies in relation to the following types of cover with a reputable insurance company in respect of its liabilities under or relating to this Agreement, providing for the payment of a sum up to the amount stated for any claim or series of claims arising out of a single event:

- (i) public and products liability for all risks arising from this Agreement of not less than twenty-five million pounds sterling (£25,000,000); and
- (ii) employers liability insurance to include a principals clause of not less than the statutory requirement.

15.3.2 Customer shall on request produce evidence satisfactory to National Grid Wireless that it is complying with its obligations under Clause 15.3.1, and shall promptly notify National Grid Wireless in writing in the event that the nature or coverage of the insurances described in Clause 15.3.1 is materially changed.

15.3.3 Where Customer engages any sub-contractor, Customer shall ensure that the relevant sub contractor holds such insurance cover as is reasonable taking into account the extent of the services to be provided by that sub-contractor.

16 Force Majeure

16.1 After the Station Switchover Date, National Grid Wireless shall not be liable for its failure to provide Network Access in respect of that NGW Station for any period or for any resulting loss, injury or damage to the extent only that such provision is prevented or directly adversely affected to a material degree by any Force Majeure Event, provided that National Grid Wireless shall in any event continue to provide Network Access at that NGW Station to the extent reasonably practical.

16.2 The period of excused non-provision shall be limited to the duration of such events provided that should any such suspension last for a period of more than one hundred and twenty (120) days, either party shall be entitled to terminate this Agreement forthwith upon written notice to the other party in respect of the NGW Station or NGW Stations affected, in which event the Charges shall be reduced by an amount equal to the aggregate of the Charges which would otherwise be payable in respect of the NGW Station or NGW Stations affected.

16.3 National Grid Wireless shall give prompt notice to the Customer of any claim that the provision of Network Access is prevented or adversely affected by any Force Majeure Event giving details so far as practicable of the cause and consequence of the event, the NGW Station(s) affected and the likely duration of the period of non-provision and shall give notice in like manner to Customer when the provision is no longer adversely affected.

16.4 In the event of the failure by National Grid Wireless to provide Network Access at any NGW Station by reason of a Force Majeure Event it shall use all reasonable endeavours to recommence provision as soon as is practicable. National Grid Wireless shall also use all reasonable endeavours to mitigate and/or eliminate the consequences of any Force Majeure Event or Events and inform Customer of the steps which it is taking or proposing to take to do so.

- 16.5** During any period in which National Grid Wireless is excused provision under Clause 16.1, Customer shall remain liable to pay:
- 16.5.1** in respect of the first sixty (60) days of such period, one hundred per cent (100%) of the Charges;
 - 16.5.2** in respect of days sixty-one (61) to ninety (90) inclusive of such period, the Charges apportioned on a daily basis over a Year at seventy-five per cent (75%) of the rate which would otherwise have been payable in respect of the NGW Station or NGW Stations affected;
 - 16.5.3** in respect of any days thereafter of such period, the Charges apportioned on a daily basis over a Year at fifty per cent (50%) of the rate which would otherwise have been payable in respect of the NGW Station or NGW Stations affected; and
 - 16.5.4** all Pass-Through Costs (for the avoidance of doubt only to the extent actually incurred).

17 Confidentiality

- 17.1** Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the disclosing party, directly or indirectly, to use or authorise or permit the use of or disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.
- 17.2** Each party undertakes to disclose Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement, and to procure that such officers, employees, agents and contractors are made aware of and observe the confidentiality obligations in this Clause 17.
- 17.3** Upon the earlier of a written request from the disclosing party, or the termination or expiry of this Agreement for any reason, the receiving party shall return any and all Confidential Information of the disclosing party then in its possession or control and will not retain any copies of the same.
- 17.4** The receiving party shall immediately upon becoming aware of the same give notice to the disclosing party of any unauthorised disclosure, misuse, theft or other loss of Confidential Information, whether inadvertent or otherwise.
- 17.5** The terms of and obligations imposed by this Clause 17 shall survive the termination or expiry of this Agreement but shall not apply to any Confidential Information which:
- 17.5.1** at the time of receipt by the receiving party is in the public domain, or subsequently comes into the public domain through no fault of the receiving party, its officers, employees, agents or contractors; or
 - 17.5.2** is lawfully received by the receiving party from a third party on an unrestricted basis; or

17.5.3 is already known to the receiving party before receipt hereunder; or

17.5.4 is independently developed by the receiving party or its employees, agents or contractors.

17.6 The receiving party may disclose Confidential Information as may be required by law, regulation or order of a Competent Authority, provided that, to the extent practicable in the circumstances, the disclosing party is in each case given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

18 Assignment

18.1 Subject to Clause 18.2, neither party may assign, sub-contract or sub-license this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

18.2 Notwithstanding Clause 18.1, National Grid Wireless may on written notice to Customer assign, sub-contract or sub-license all or any of its rights and/or obligations hereunder to any of its Associated Companies or to any entity acquiring all or substantially all of the assets of National Grid Wireless.

19 Governing Law and Dispute Resolution

19.1 The construction, validity and performance of this Agreement shall be governed by English law and, subject to Clauses 19.2 and 19.3, the parties hereby submit irrevocably to the exclusive jurisdiction of the English courts to resolve any dispute between them. Any dispute which relates solely to a particular Station Access Licence shall be resolved in accordance with the dispute resolution provisions therein.

19.2 Neither party shall commence any action above nor refer any disputes to the Expert under Clause 19.3 below, until the escalation procedure set out in this Clause 19.2 has been exhausted, save that neither party shall be prevented from seeking emergency or injunctive relief from any court in relation to any damage or anticipated damage to property or proprietary rights. Without prejudice to the foregoing, any question or difference which may arise concerning the construction, meaning, effect or operation of this Agreement or any matter arising out of or in connection with this Agreement shall in the first instance be referred to the persons listed at Level 1 in the escalation table below, who shall have a period of five (5) Business Days to attempt to resolve the matter. If the matter is not resolved during such period, the matter shall be referred to the persons listed at Level 2 in the escalation table below who shall have a further period of five (5) Business Days or such other period as the parties may agree to attempt to resolve the matter. If the matter is not resolved during such period, the matter shall be referred to the persons listed at Level 3 in the escalation table below who shall have a further period of five (5) Business Days or such other period as the parties may agree to attempt to resolve the matter.

Customer

First Level:

National Grid Wireless

First Level:

General Manager, Network Access

Second Level:

Second Level:

Director of Asset Management

Third Level:

Third Level:

Managing Director

If any of the above is unable to attend a meeting, a substitute may attend provided that such substitute has at least the same seniority or reasonably comparable managerial or directorial responsibility and is authorised to settle the unresolved matter.

19.3 Any dispute arising under this Agreement may be referred:

19.3.1 at all times by agreement between the parties; or

19.3.2 by either party in accordance with paragraph 2.3.1 of Schedule 8 (Change Control Procedure),

to an independent expert (the “**Expert**”) in accordance with the procedure set out in this Clause 19.3 and in Clause 19.4. The Expert shall be appointed by agreement in writing between the parties or, if the parties are unable to agree on the identity of the Expert within seven (7) days after the date of the request (or joint request, as the case may be) that the dispute be determined by an Expert, or if the person appointed is unable or unwilling to act, shall be appointed by:

19.3.3 in relation to any dispute as to radio frequency, interference or other technical issues, the President of the Institute of Electrical Engineers; or

19.3.4 in relation to any dispute as to the calculation of any financial sum, the President for the time being of the Institute of Chartered Accountants in England and Wales;

on the application of either party.

19.4 The Expert appointed under Clause 19.3 shall act on the following basis:

19.4.1 the Expert shall act as an expert and not as an arbitrator;

19.4.2 each party may make representations to the Expert;

19.4.3 if the dispute has been referred to the Expert pursuant to Clause 19.3.1 above, the Expert’s determination shall (in the absence of manifest error) be final and binding on the parties;

19.4.4 if the dispute has been referred to the Expert pursuant to Clause 19.3.2 above, the parties shall, in good faith, give due regard to the Expert’s determination but such determination shall not be final and binding upon the parties and the parties shall have the right to pursue any other remedies available to them in respect of such dispute;

19.4.5 the Expert shall decide the procedure to be followed in the determination and shall be requested to make its determination in writing within fifteen (15) Business Days after their appointment or as soon as is practicable thereafter;

- 19.4.6 any amount payable by one party to another as a result of the Expert's determination shall be due and payable within ten (10) Business Days after the Expert's determination being notified to the parties;
- 19.4.7 the Expert may, if it thinks fit, award interest at the rate of four per cent (4%) per annum above the UK base rate for the time being of the Bank of England on any amount which is determined to be payable by either party to the other from the date of the request that the dispute be determined by an Expert; and
- 19.4.8 the Expert shall determine how the costs of the determination, including the fees and expenses of the Expert, shall be borne between the parties.

20 General

- 20.1 Notices sent under this Agreement shall be validly served if delivered by hand or sent by fax or registered post to the recipient party as follows:

to Customer: [●]

Attention: [●]

Fax no: [●]

to National Grid Wireless:

Wireless House, Warwick Technology Park, Heathcote Lane, Warwick, CV34 6DD

Attention: Company Secretary

Fax no: +44 (0)1926 416 026

Any notice shall be treated as having been served on delivery if delivered by hand, two (2) Business Days after despatch if sent by registered post and on confirmation of transmission if sent by facsimile.

- 20.2 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 20.3 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 20.4 Notwithstanding any other provision of this Agreement or any Station Access Licence, neither of the parties hereto shall be:
 - 20.4.1 required to do anything in contravention of any Laws, Consents or other consents, approvals, licences, authorisations or permissions, or directions of any Government Authority; or

- 20.4.2** required to refrain from doing anything the party is required to do under such Laws, Consents or other consents, approvals, licences, authorisations or permissions, or directions of any Government Authority; or
- 20.4.3** liable to the other party for failing to do anything which if done would be in contravention of any such Laws, Consents or other consents, approvals, licences, authorisations or permissions, or directions of any Government Authority.
- 20.5** This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's ability to perform its obligations under this Agreement) and that party's only remedies shall be for breach of contract as provided in this Agreement. Liability for misrepresentations as to fundamental matters shall be subject to the maximum aggregate liability provisions contained in Clause 15.1.3.
- 20.6** Provisions of this Agreement which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such expiry or termination, shall remain in full force and effect notwithstanding such expiry or termination.
- 20.7** The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same. Customer acknowledges that this Agreement is intended to provide only Network Access to Customer, and that no provisions in the Agreement are intended to create nor shall be treated or construed as creating the relationship of landlord and tenant between National Grid Wireless and Customer.
- 20.8** The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Agreement.
- 20.9** Except as otherwise expressly agreed in writing between the parties, each party shall be responsible for its own costs incurred in performing its obligations under this Agreement.
- 20.10** No person who is not a party to this Agreement is granted or shall acquire any rights under it or be entitled to benefit from any of its terms, whether by virtue of the Contract (Rights of Third Parties) Act 1999 or otherwise.

20.11 Except as expressly provided in this Agreement, no alteration to or variation of this Agreement shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.

20.12 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

EXECUTED by National Grid Wireless and the Customer

SIGNED by

for and on behalf of

NATIONAL GRID WIRELESS LIMITED



SIGNED by

for and on behalf of

CUSTOMER



Schedule 1 Definitions

“**Access Date**” means in respect of the relevant NGW Station the date access is actually provided to the Customer to enable commencement of the installation of any Customer Equipment;

“**Accommodation**” means any land, building, structure, erection, installation, cabin, cabinet, kiosk or equipment housing structure (including any Mast) of National Grid Wireless used to house or bear Equipment situated at or adjacent to and serving a NGW Station (including private access ways, paths and private roads in or leading to a NGW Station);

“**ACP**” means an Antenna Characteristics Proposal, which is published by the JPP and includes information as to channels, inner and outer templates, the relevant maximum ERP, beam tilt and aperture information, Antenna heights and any international or UK frequency restrictions in respect of each NGW Station;

“**Actual Capex**” has the meaning given to it in Schedule 10 (Review of Charges - Gain/Pain Share);

“**ADP**” means the Antenna Design Proposals to be produced by National Grid Wireless as part of the Antenna Selection Process;

“**ADS**” means the Antenna Design Specifications to be produced by National Grid Wireless as part of the Antenna Selection Process;

“**Agreement**” means the Terms and Conditions and Schedules 1 to 15 hereto;

“**All NGW Stations**” means the NGW Main Stations and the NGW Relay Stations;

“**Analogue Switch-off Date**” means, in respect of the relevant NGW Station, the first date on which all analogue television broadcasting transmission services have ceased;

“**Antenna**” means any aerial, antenna, dish or other item of equipment, apparatus, appliance or instrument installed on or affixed to any Mast at any NGW Station for the reception, transmission or relay of radio or electromagnetic waves and used in the provision of Digital Services;

“**Antenna Selection Process**” means the antenna system design and build process for DSO established by DigitalUK’s Antenna Group;

“**Antenna System**” means the Equipment including Common Equipment comprising the entire radio frequency transmission and reception system at any NGW Station, including any Antennas, feeders, U-link patch panels, combiner/filter systems and any interconnecting feeders from any combiner to the Interface Point;

“**Applicable WACC**” has the meaning given to it in paragraph 4.10 of Schedule 13 (Charges and Pass-Through Costs);

“**Approved Contractor**” means a person or team of persons (including Customer and its employees) approved by National Grid Wireless (pursuant to and subject to the terms of Clause 2.2 of the Station Access Licence) as being properly trained, qualified and experienced to carry out the kinds of activities permitted by the Station Access Licence;

“**Associated Company**” means, in relation to either party, any subsidiary of that party, any holding company of that party, or any subsidiary of any holding company of that party. A company or other entity shall be a “holding company” for the purposes of this definition if it falls within either the meaning attributed to that term in Sections 736 and 736A of the Companies Act 1985 or the

meaning attributed to the term “parent undertaking” in Section 258 of the Companies Act 1985, and a company or other entity shall be a “subsidiary” for the purposes of this definition if it falls within either the meaning attributed to that term in Sections 736 and 736A of the Companies Act 1985 or the meaning attributed to the term “subsidiary undertaking” in Section 258 of the Companies Act 1985;

“**Business Day**” means any day which is not a Saturday, Sunday or a public holiday in the relevant part of the United Kingdom;

“**Capital Expenditure**” means the DSO capital expenditure from which the Charges for Capital Expenditure set out in line item 7 of Table 1 in Schedule 13 (Charges and Pass-Through Costs) are derived;

“**CCN**” means a change control note as more particularly described in Schedule 8 (Change Control Procedure);

“**CCU**” has the meaning given to it in paragraph 4.1.3 of Schedule 11 (Specification);

“**Change Control Procedure**” means the procedure set out at Schedule 8 (Change Control Procedure);

“**Change in Law**” means any of the following (i) a change in the judicial interpretation or application by any Government Authority of any Law in the United Kingdom; (ii) the enactment or introduction of any new Law in the United Kingdom; (iii) the modification or repeal of any Law in the United Kingdom; (iv) the termination, amendment or revocation of any Consent; or (v) the introduction of new or amendment of existing non-binding guidelines, rules and guidance issued by any Government Authority;

“**Change Request**” has the meaning given to it in Schedule 8 (Change Control Procedure);

“**Charges**” means the amounts payable by Customer pursuant to Clause 9 and as more particularly described in paragraph 2.2 of Schedule 13 (Charges and Pass-Through Costs), as such amounts may be adjusted pursuant to the Review and/or the Change Control Procedure;

“**Charges for Uplift for Contingencies**” means the element of the Charges set out at line item 9 of Table 1 in Schedule 13, being the charges payable on an annual basis in respect of the Uplift for Contingencies;

“**Code of Practice**” means the National Grid Wireless code of practice entitled “Gateway Access Regulations (issue 6.0)” dated May 2007 and set out in Schedule 6 (Code of Practice);

“**COM**” means a commercially operated Multiplex Service;

“**Commitments**” means orders to third party suppliers and any committed costs for the provision of internal resources for new network assets in connection with the provision of Network Access pursuant to this Agreement;

“**Common Accommodation**” means Accommodation which is shared or available for shared use (but not occupation) by National Grid Wireless, Customer, MTS Providers, and/or any other party authorised by National Grid Wireless from time to time;

“**Common Equipment**” means any Equipment at any NGW Station which is wholly or partly used to provide Network Access and which is shared or available for shared use by National Grid Wireless, Customer, MTS Providers and/or any other party authorised by National Grid Wireless from time to time;

“**Competent Authority**” means Ofcom or H.M. Government;

“Confidential Information” means, in relation to either party, information (in any form) belonging or relating to the disclosing party, its Associated Companies, its or their business, clients, customers, business plans, affairs or activities, which information is confidential to the disclosing party, its Associated Companies, clients or customers (as the case may be), including trade secrets, information and data relating to existing or potential customers, technical and business information relating to the disclosing party’s inventions or products, research and development, production, manufacturing and engineering processes, employees or officers, customer lists or requirements, price lists or pricing structures, marketing and sales information, business plans or dealings, financial information or plans, designs, product lines, any document marked **“Confidential”**, or any information which the receiving party has been informed is confidential or which the receiving party might reasonably expect that the disclosing party would regard as confidential, and any confidential information of clients, customers, suppliers or other third parties;

“Consent” means any consent, approval, licence, authorisation or permission that National Grid Wireless requires from any Government Authority, Landlord or other third party in order to provide Network Access, including any National Grid Wireless Licence;

“Customer Accommodation” means any Accommodation used (but not occupied) exclusively by Customer at any Type 1a or Type 1b NGW Station;

“Customer Equipment” means any Equipment used exclusively by Customer or otherwise under Customer’s exclusive control as specified on the relevant NGW Station Schedule from time to time;

“Customer Licence” means any radio spectrum licence required to be granted to Customer under Part I of the Wireless Telegraphy Act 1949 for the Permitted Use;

“Customer MTS Specification” means the specification of the Equipment and Facilities required at each NGW Station and shall include the size, capacity and, where possible, arrangements of all key Facilities required by Customer to a level of detail which will allow National Grid Wireless to undertake an assessment of the suitability of existing Facilities at such NGW Station and to allow the preliminary design, including the submission of all relevant planning applications in respect of all works to be undertaken at such Station. The details required to be submitted by Customer for approval by National Grid Wireless shall be as follows, to the extent relevant to each NGW Station:

- (i) the size and arrangement of all ground mounted equipment, both internal and external (for example internal equipment sizes, working clearances, external satellite dishes, telemetry equipment, programme/telemetry feed room requirements);
- (ii) power supply capacity;
- (iii) diverse routing requirements;
- (iv) any MTS-specific off-ground Equipment (for example antennas or dishes, including orientation details);
- (v) any MTS-specific security/protection requirements;
- (vi) Equipment and/or Accommodation ventilation cowlings;
- (vii) maximum distance from the MTS room to cooling units;
- (viii) required access/egress door sizes;
- (ix) noise pressure levels and ICNIRP data for any relevant Equipment which is required to be situated externally to the Accommodation;

- (x) confirmation that floor-load does not exceed those in BS6399: Part 1, Table 1 Machinery Halls;
- (xi) sizes and approximate locations of any major holes required in walls for, by way of example, feeders, telemetry, cooling vents/ducts; and
- (xii) a list of externally located Equipment to be removed following completion of Switchover at such Station including, for example, antennas, feeders, dishes, cabins and cabinets);

“Customer Multiplex Operator” means the Multiplex Operator of the Multiplex with whom Customer has a contract or other arrangement to enable such Multiplex Operator to provide Digital Services;

“Customer Output Signal” means the radio frequency signals produced by Customer Equipment;

“Customer Significant Change” means any change to the Specification requested by the Customer which, if implemented, would result in the annual level of Charges being adjusted by more than three per cent (3%) but not, for the avoidance of doubt, including any change requested by the Customer as a direct result of a change to the JPP Plan, the Switchover Timetable or DigitalUK’s antenna design process;

“Digital Services” means broadcasting transmission services in the United Kingdom to deliver content to end users by means of a Multiplex Service, using high-power DTT equipment, including (in any transitional period) using such equipment in analogue mode;

“DigitalUK” means Digital UK Limited (registered in England and Wales under number 5422613) whose registered office is at The Met Building, 22 Percy Street, London W1T 2BU;

“DSO” means completion of the replacement of all analogue and low power DTT transmissions by high power DTT transmissions for all Multiplex Services in all Sub-Regions;

“DSO Cancellation” means the cancellation, or indefinite postponement or suspension, or postponement or suspension of more than eighteen (18) months, of the Switchover Programme in whole or in part by, or as a result of an announcement by, one of Her Majesty’s Principal Secretaries of State;

“DTT” means digital terrestrial television;

“Due Date” means the date on or, as the case may be, by reference to which payment of any amount owed to National Grid Wireless is to be made under any provision of this Agreement;

“Early Cancellation Fee” means an amount equal to the relevant portion of the actual cost (including capital investment, cost of capital and operating costs) incurred in building or operating the infrastructure for Network Access that will not be recovered, taking account of any applicable charges already received, as a result of the termination of this Agreement pursuant to Clause 13.6 or 13.7, such amount being reduced to reflect any mitigation which National Grid Wireless, using its reasonable endeavours, is able to secure;

“Engagement Date” means the date upon which the Customer requests access to an NGW Station in accordance with the Engagement Process;

“Engagement Information” means such information as is required to be provided by National Grid Wireless to Customer and by Customer to National Grid Wireless pursuant to the Engagement Process;

“Engagement Process” means the engagement process set out in the Reference Offer ;

“Equipment” means any transmission equipment, combining equipment, Antenna, other antenna, aerial, dish, transmitter, telemetry, plant, machinery, Services Media, apparatus, appliance, instrument or any other item of equipment which is used to provide Digital Services or any other services at any NGW Station;

“Exceptional Risk” means any of the eventualities listed in Part 2 of Schedule 7 (Risks);

“Excluded Event” has the meaning given to it in paragraph 2 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits);

“Execution Date” means the date this Agreement is executed by both parties;

“Expert” has the meaning given to it in Clause 19.3;

“Expiry Date” has the meaning given to it in Clause 13.1;

“Expiry Fee” means an amount equal to the sum of:

- (i) the relevant portion of the undepreciated cost of incremental capital expenditure (indexed by RPI) incurred after 28 April 2005 and which is used to provide Network Access as at the date of expiry or (if applicable) termination of this Agreement;
- (ii) any Unavoidable Pass Through Costs attributable to Customer in accordance with Schedule 13 (Charges and Pass-Through Costs) and incurred in respect of any period occurring prior to the date of expiry or termination of this Agreement; and
- (iii) National Grid Wireless' other costs incurred which are directly attributable to the expiry, or (if applicable) termination of this Agreement, including the relevant portion of the cost of decommissioning new assets used to provide Network Access purchased using incremental capital expenditure incurred after 28 April 2005 (but not, for the avoidance of doubt, including the cost of decommissioning existing assets used to provide Network Access purchased using incremental capital expenditure incurred prior to 28 April 2005) and any redundancy costs or expenses incurred in amending any leases),

each of the above being reduced to reflect any mitigation in respect of (i), (ii) and (iii) above which National Grid Wireless, using its reasonable endeavours, is able to secure. Where used in (i) and (iii) above in this definition, “relevant portion” means a pro rata share which reflects the number of DTT Multiplex Services in respect of which Network Access is provided by National Grid Wireless under this, or any other arrangements with third party customers. The parties agree and acknowledge that, in respect of (iii) above, where this Agreement terminates or expires prior to any other arrangements between National Grid Wireless and third party customers for the provision of Network Access in respect of DTT Multiplex Services other than the Multiplex, the relevant portion of the costs of decommissioning shall be calculated by reference to a reasonable pre-estimate of the overall costs of decommissioning which are likely to be incurred by National Grid Wireless;

“Facilities” means such of:

- (i) the Equipment at any NGW Station, the use (but not occupation) of which is shared by the Customer; and
- (ii) such of the Accommodation which is the subject of the shared or exclusive use (but not occupation) by the Customer,

as may be detailed on the applicable Station Schedule from time to time for the provision of Network Access at the relevant NGW Station for the Permitted Use;

“Feasibility Report” has the meaning given to it in Schedule 8 (Change Control Procedure);

“Force Majeure Event” means any of the following events:

- (i) any act of God, insurrection or civil disorder, any act of terrorism or vandalism, war or military operations, national or local emergency, industrial disputes (official or unofficial) of third parties, fire, flood, a prolonged period of inclement weather, outbreak of disease or epidemic;
- (ii) any Change in Law;
- (iii) any act or omission of any Government Authority which is not a Change in Law;
- (iv) any act or omission of any utility provider; or
- (v) any other cause, whether similar or dissimilar, outside National Grid Wireless’s reasonable control which, for the avoidance of doubt, shall not include any act or omission of National Grid Wireless or any industrial dispute (official or unofficial) relating to National Grid Wireless personnel;

“Government Authority” means any supranational, state or local governmental entity or instrumentality (including any ministry, department, political subdivision, agency, corporation or other person exercising the delegated authority of any such person or entity) having jurisdiction (whether legislative, executive, regulatory, administrative, judicial or otherwise howsoever) over the subject matter of, or any matter pertaining to, this Agreement; either or both of the parties; and/or any persons employed, engaged or contracted by either of the parties;

“Independent Review Report” has the meaning given to it in Schedule 10 (Review of Charges - Gain/Pain Share);

“Information and Access Timetable” means the section of the table set out in paragraph 1 of Schedule 12 (Station Details) in columns 7 to 13 and headed “Information and Access Timetable”;

“Intellectual Property Rights” means all rights to copyrights, inventions, registered or unregistered designs, trade marks, patents (and all applications for trade marks or patents), trade secrets, know-how, rights of confidence, moral rights and any other intellectual or industrial property rights of any nature, whether like those described above or otherwise, throughout the world;

“Interface Point” means, at any NGW Station, the point where the Customer Equipment meets the Common Equipment, and being at such location as is specified by National Grid Wireless on the applicable Station Schedule from time to time;

“JPP” means the Joint Frequency Planning Project established by National Grid Wireless, Arqiva, the BBC and Ofcom;

“JPP Plan” means the spectrum plan published by the JPP under version reference 5.3;

“Landlord” means any person or body corporate holding an interest in any NGW Station or in any land over which access to any NGW Station is required including a reversionary interest as National Grid Wireless’s landlord, licensor or grantor, or as station owner where National Grid Wireless is the nominated Station manager, or the beneficiary of any covenants or restrictions relating to or affecting National Grid Wireless’s rights of access to any NGW Station;

“Laws” means all Legislation, statutes, regulations, decrees, ordinances and other laws, regulations, by-laws, regulatory requirements and codes of practice of or issued by any Government Authority;

“Legislation” means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom;

“Managed Transmission Services” or **“MTS”** means the managed services provided by Customer or an MTS Provider to any Multiplex Operator in respect of the provision of Digital Services;

“Mast” means any radio mast, tower, pole, rooftop, stub-mast, building elevation face mounting, head-frame or other aerial support pole or structure (located at height or at ground level);

“Minutes Lost” has the meaning given to it paragraph 4.1 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits);

“MTS Provider” means any provider of Managed Transmission Services other than Customer;

“MTS1 Date” means, in respect of each NGW Station, the relevant date specified in the column headed “MTS1 Date” in the Information and Access Timetable;

“Multiplex” means the multiplex designated as multiplex B (allocated to BBC Free to View Limited at the date of this Agreement);

“Multiplex Service” has the meaning given to it in Part I of the Broadcasting Act 1996;

“Multiplex Switchover” means Switchover in respect of the Multiplex;

“Multiplex Operator” means a holder of a licence granted under Part I of the Broadcasting Act 1996 to provide a Multiplex Service;

“NGW Accelerated Work Programme” has the meaning given to it in Clause 3.1.3(i);

“NGW Main Station” means any Type 1a or Type 1b NGW Station;

“NGW Relay Station” means any Type 2, Type 3 or Type 4 NGW Station;

“NGW Stations” means:

- (i) where Customer is providing Managed Transmission Services to a PSB, the 577 NGW Stations listed in Part 1 of Schedule 12 (Station Details); or
- (ii) where Customer is providing a transmission service to a COM, the 51 NGW Main Stations listed in Part 1 of Schedule 12 (Station Details),

and **“NGW Station”** means any or all of them (or where the NGW prefix is omitted it may also, where the context permits, be a reference to a Customer Main Station or Relay Station in the relevant Region or Sub-Region);

“National Grid Wireless Equipment” means Equipment (other than Customer Equipment and Common Equipment) used by National Grid Wireless or any third party in relation to the provision of Digital Services, and any transmission equipment, combining equipment, antennas, transmitters, plant, machinery, Services Media, apparatus, appliances, instruments or any other equipment at any NGW Station which are used by National Grid Wireless or any third party for any purposes which do not relate to the provision of Digital Services;

“National Grid Wireless Licence” means any radio spectrum licence granted to National Grid Wireless under Part I of the Wireless Telegraphy Act 1949;

“Net Present Value” means the value derived by applying a technique whereby cash inflows or outflows (as applicable) expected in future years are discounted back to their present value using the Applicable WACC;

“Network Access” has the meaning set out in the Notification issued by Ofcom under Sections 48(1) and 79(4) of the Communications Act 2003 and set out in the statement entitled “Broadcasting Transmission Services: a review of the market, Final Statement” published by Ofcom on 28 April 2005, and in respect of which the parties have agreed the outline specification set out in Schedule 11 (Specification);

“Network Access Availability” means the availability of Network Access for the Multiplex calculated as per the formula referred to in paragraph 4 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits);

“Network Access Credits” means the credits payable by National Grid Wireless as referred to in paragraph 5 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits);

“Network Access Levels” means the availability levels of Network Access for the Multiplex referred to in Table 1, paragraph 5 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits);

“Normal Load Capacity” means sufficient electrical supply capacity to permit the powering of all transmission Equipment of Customer and all MTS Providers at a NGW Station;

“NPV Amount” has the meaning given to it in Clause 14.8.1;

“Ofcom” means the Office of Communications, or any successor;

“Operations Manual” means the operations manual set out at Schedule 15 (Operations Manual);

“Pass-Through Costs” means the amounts so described in paragraph 3.1 of Schedule 13 (Charges and Pass-Through Costs);

“Permitted Use” means use (in accordance with the terms of the applicable Station Access Licence) by Customer, or an Approved Contractor, of Customer Equipment located at the relevant NGW Station(s) in respect of the Multiplex for the provision of Digital Services only;

“Planned ACP Issue Date” means, in respect of each NGW Station, the relevant date specified in the column headed “Planned ACP Issue Date” in the Information and Access Timetable being the date upon which the JPP is scheduled (as at 17 May 2007) to publish the relevant ACP information for each NGW Station;

“Primary Requirement Date” means, in respect of Type 1a and Type 1b NGW Stations (plus Douglas, Kendal, Skriaig and Londonderry), the date upon which certain of the Specification Deliverables, as more specifically set out in Appendix A to Schedule 11 (Specification), fall due to be delivered by National Grid Wireless to Customer;

“Programme” means any programme or other content produced by or for any Customer Multiplex Operator;

“PSB” means a public service Multiplex Service;

“RBL” means any rebroadcast link which receives the radio frequency signal from another Station and provides a radio frequency input signal to either a transposer or re-transmitter;

“Reference Offer” means the reference offer published by National Grid Wireless version date: July 2007, publication ref.No.5, in respect of the provision of Network Access pursuant to Condition JB4 (Requirement to publish a reference offer) of the Notification issued by Ofcom under Sections 48(1) and 79(4) of the Communications Act 2003 set out in the statement entitled “Broadcasting Transmission Services: a review of the market, Final Statement” published by Ofcom on 28 April 2005;

“Region” means a region as defined in the Switchover Timetable;

“Regional Design Process” means the development by the JPP of regional frequency plans;

“Review” means the review of Charges undertaken in accordance with Clause 10 and Schedule 10 (Review of Charges - Gain/Pain Share);

“Revised Base Capex” has the meaning given to it in Schedule 10 (Review of Charges - Gain/Pain Share);

“Revised Forecast Capex” has the meaning given to it in Schedule 10 (Review of Charges - Gain/Pain Share);

“Revised Uplift for Contingency” has the meaning given to it in Schedule 10 (Review of Charges - Gain/Pain Share);

“Risk” means any Standard Risk or any Exceptional Risk;

“RPI” means the all items Retail Prices Index published by the Office for National Statistics (or equivalent index published by any successor organisation);

“Secondary Requirement Date” means, in respect of Type 1a and Type 1b NGW Stations (plus Douglas, Kendal, Skriaig and Londonderry), the date upon which certain of the Specification Deliverables, as more specifically set out in Appendix A to Schedule 11 (Specification), fall due to be delivered by National Grid Wireless to Customer;

“Services Media” means any communications, telecommunications, electricity and/or other services supply or feeder cable, pipe, wire, earthwire, waveguide, conduit, duct or other service conducting media;

“Specification” means the specification of Network Access as set out in Schedule 11 (Specification);

“Specification Deliverable” means each of the deliverables to be provided by National Grid Wireless to Customer as more particularly set out in column two of Appendix A to Schedule 11 (Specification);

“Standard Risk” means any of the eventualities listed in Part 1 of Schedule 7 (Risks);

“Standard Station Access Terms” means the standard terms for access to a NGW Station set out at Schedule 5 (Standard Station Access Terms);

“Station Access Licence” means the NGW Station access licence agreed between Customer and National Grid Wireless for each NGW Station in respect of which Customer has been granted Network Access for the Multiplex, which shall in each case comprise the Standard Station Access Terms and the applicable Station Schedule;

“Station Schedule” means the relevant Station schedule agreed between Customer and National Grid Wireless for the Multiplex in respect of each NGW Station, setting out any Special Access Conditions relating to the relevant NGW Station and being substantially in the form of the template

set out at Schedule 4 (Station Schedule Template), as may be updated from time to time pursuant to Clause 4.11 of the Station Access Licence;

“Station Switchover Date” means the date on which Multiplex Switchover occurs in respect of a particular Station;

“Sub-Region” means, within a Region, any NGW Main Station and any associated NGW Relay Stations;

“Sub-Region Charge” means the allocation of the Charges for a particular Sub-Region;

“Subsequent Arrangements” has the meaning given to it in Clause 14.8;

“Switchover” means the replacement of all analogue and low power DTT transmissions by high power DTT transmissions;

“Switchover Programme” means the overall design, build and transition programme to achieve Switchover at all Stations in the United Kingdom, the Channel Islands and the Isle of Man on a Region by Region basis in accordance with the Switchover Timetable (as published by DigitalUK from time to time) and culminating in DSO;

“Switchover Timetable” means version B11 of the regional roll-out timetable for the Switchover Programme, as published by DigitalUK;

“Target ADP Issue Date” means, in respect of each NGW Station against which a date has been ascribed, the relevant date specified in the column headed “Target ADP Issue Date” in the Information and Access Timetable;

“Target ADS Issue Date” means, in respect of each NGW Station against which a date has been ascribed, the relevant date specified in the column headed “Target ADS Issue Date” in the Information and Access Timetable;

“Target Access Date” means, as the case may be:

- (i) in respect of each NGW Main Station (plus the Douglas, Kendal, Skriaig and Londonderry NGW Stations), the relevant date specified in the column headed “Target Access Date” in the Information and Access Timetable; or
- (ii) in respect of each Type 2, Type 3 or Type 4 Stations (excluding the Douglas, Kendal, Skriaig and Londonderry NGW Stations), either: (a) a date agreed between the parties in good faith following the date of this Agreement taking reasonable account of the Customer’s requirements such that the Target Access Date for approximately twenty per cent. (20%) of all such Stations in each Sub-Region will fall six (6) months prior to the Target First Switchover Date, with the Target Access Date for the remainder of such Stations falling in four (4) approximately equal tranches in each of the following four (4) months; or (b) in the absence of agreement between the parties as to the dates and apportionment of NGW Stations pursuant to (a) above, the relevant date specified in the column headed Target Access Date in the Information and Access Timetable;

“Target First Switchover Date” means in respect of each Sub-Region the date upon which, according to the then current Switchover Timetable as published by DigitalUK, Switchover is scheduled to be completed in respect of that Sub-Region for the first Multiplex Service (including, for the avoidance of doubt, for a Multiplex Service or Multiplex Services other than the Multiplex);

"Target Multiplex Switchover Date" means, in respect of each Sub-Region, the date upon which, according to the then current Switchover Timetable as published by DigitalUK, Multiplex Switchover is scheduled to be completed;

"Term" means the term of this Agreement as set out in Clause 13.1;

"Terms and Conditions" means Clauses 1 to 20 of the Agreement above;

"Transitional Arrangements" means the arrangements for transitioning from existing analogue and/or low power digital services to Digital Services and the arrangements for dealing with all parties whose services may be impacted in connection with the same. A summary of such arrangements as currently proposed is set out at paragraph 3 of Schedule 11 (Specification);

"Transmitted Service Signal" means the radio frequency signals transmitted from the Antenna System at any NGW Station;

"Type 1a Station", **"Type 1b Station"**, **"Type 2 Station"**, **"Type 3 Station"** and **"Type 4 Station"** means a NGW Station identified as being type 1a, type 1b, type 2, type 3 and type 4 respectively in paragraph 1 of Schedule 12 (Station Details);

"Unavoidable Pass-Through Costs" means Pass-Through Costs which National Grid Wireless, using its reasonable endeavours, is unable to avoid or mitigate;

"Uplift for Contingencies" means the overall DSO uplift for contingencies from which the Charges for Uplift for Contingencies are derived;

"WTA Licence" means any radio spectrum licence granted under Part I of the Wireless Telegraphy Act 1949; and

"Year" means the period from the date of execution of this Agreement until the next following 30 June and any subsequent period of twelve (12) consecutive months, or part thereof where the context requires.

Schedule 2

Network Access Availability, Network Access Levels and Network Access Credits

1 General

- 1.1** References in this Schedule to paragraphs are to paragraphs of this Schedule.
- 1.2** National Grid Wireless will measure the Network Access Availability of each Station against the relevant Network Access Level on an annual basis. If in respect of any month National Grid Wireless fails to achieve the Network Access Level as calculated using the formula set out in paragraph 4.1, National Grid Wireless shall incur a liability to pay Network Access Credits to Customer which shall be calculated in accordance with the provisions of paragraph 5.
- 1.3** At the end of each Year, National Grid Wireless shall provide Customer with a copy of its calculations of any Network Access Credits payable in respect of that Year. Network Access Credits shall be payable in accordance with Clause 9.7 of the Agreement.
- 1.4** In respect of any Station or Stations for which, at the time of calculation fewer than 12 months have elapsed since the Station Switchover Date, the calculation shall be made assuming Network Access Availability of 100% for any part of a month, and for whole months, prior to the Station Switchover Date during the relevant year.

2 Excluded Events

- 2.1** For the purpose of calculating Network Access Availability, the period of any interruption in provision of Network Access due to any of the following events shall not count as Minutes Lost:
- 2.1.1** a failure or interruption resulting from the Customer's refusal to grant or delay in granting permission for National Grid Wireless to carry out planned or emergency essential maintenance;
- 2.1.2** a failure or interruption resulting in a reduction in ERP (Effective Radiated Power) capability of:
- (i) where a reserve Antenna capable of radiating at the same ERP as the main antenna is provided: less than 1dB; or
 - (ii) in all other cases: less than 3dB;
- 2.1.3** National Grid Wireless's due compliance with safe working practices stipulated by the Health Protection Agency or any applicable Law or any generally recognised protocol or standard (whether or not having the force of law);
- 2.1.4** any Force Majeure Event;
- 2.1.5** a lightning strike directly on the Station or very close to it;
- 2.1.6** inclement weather conditions affecting travelling to any Station;
- 2.1.7** a delay of no more than 30 seconds in re-establishing Network Access when switching to standby equipment;

- 2.1.8 a delay of no more than 30 seconds in re-establishing Network Access when switching to alternative power supplies;
- 2.1.9 any fault requiring Mast ascent during the hours of darkness or inclement weather where, in the reasonable judgement of National Grid Wireless, a potential safety hazard exists;
- 2.1.10 any breach of this Agreement by Customer;
- 2.1.11 any interruption as a result of National Grid Wireless complying with directions issued to it by a Government Authority (including Ofcom);
- 2.1.12 any interruption as a result of an engineering test transmission made at the request of Customer;
- 2.1.13 where the parties agree that invasive tests are required, provided the work is agreed in advance;
- 2.1.14 Customer's failure to deliver the Customer Output Signal to National Grid Wireless in accordance with and as contemplated by the terms of this Agreement;
- 2.1.15 any interruption resulting from defects or failures in the equipment or services provided or operated by or on behalf of Customer (other than equipment which National Grid Wireless is required to operate and maintain);
- 2.1.16 damage or interruption to the use of any third party supplied Station facilities (e.g. a Station where the Antenna support structure is owned by a third party and where response to any damage to that structure and responsibility for any interruption to the use of that structure is controlled by that third party proprietor);
- 2.1.17 any interruption resulting from loss of mains electricity supply for any reason, except where permanent alternative electricity supply facilities, independent of the mains, are required to be provided by National Grid Wireless under the Agreement;
- 2.1.18 any fault requiring attendance at a Station during any period where such attendance is not permitted or is otherwise prevented as a consequence of any Force Majeure Event;
- 2.1.19 any interruption due to causes listed in this Schedule at paragraph 3 as "Planned Works", provided that the time and duration of such works has been notified to and agreed by Customer in advance in accordance with the procedures notified by National Grid Wireless to Customer from time to time;
- 2.1.20 any failure or interruption or reduction resulting from the Customer's failure or inability to adjust the power level of the transmitter output to that required to transmit the normal ERP via the particular Antenna or Antenna configuration selected by National Grid Wireless at any time in order to provide Network Access (such configurations and associated gain calculations as set out in paragraph 3 of Schedule 12 (Station Details));

- 2.1.21 any compliance with any request or instruction of Customer, where the interruption would not have occurred but for such compliance;
- 2.1.22 additional time spent waiting for or travelling via ferries or flights required for access to island Stations; and
- 2.1.23 any other occurrence that the parties mutually agree not to treat as Minutes Lost.

3 Planned Works

3.1 For the purpose of calculating Network Access Availability, the period of any interruption in provision of Network Access due to causes including any of the following events shall be counted as planned works and accordingly shall not count as Minutes Lost pursuant to paragraph 2.1.19 above:

- 3.1.1 maintenance or replacement of aircraft warning lights;
- 3.1.2 painting of the Antenna support structure;
- 3.1.3 replacement, strengthening or maintenance of the Antenna support structure, including greasing of stays;
- 3.1.4 periodic inspections of the Antenna support structure, statutory or otherwise;
- 3.1.5 overhauls and periodic maintenance or replacement of Antenna Systems carrying the Transmitted Service Signal;
- 3.1.6 periodic inspections or maintenance of Antenna Systems carrying the Transmitted Service Signal;
- 3.1.7 periodic inspections of equipment related to the permanent electricity supply, statutory or otherwise; and
- 3.1.8 electricity meter changes.

4 Network Access Availability

4.1 Network Access Availability shall be calculated annually in respect of each Station as a percentage for the immediately preceding 12 months by applying the following formula:

$$\text{Network Access Availability (Station)} = \frac{A - B}{A} \times 100\%$$

Where:

A = **Total Minutes:** Total number of minutes in the relevant 12 month period.

B = **Minutes Lost:** Total number of minutes in the relevant 12 month period during which Network Access was not available at the relevant Station, other than where such non-availability is attributable to an Excluded Event.

4.2 If the Network Access Availability for any Station as calculated in paragraph 4.1 above for the relevant 12 month period is less than the Network Access Level specified in Table 1 in paragraph 5 below for the corresponding Station Category,

Network Access Credits shall be payable calculated in accordance with the formula in paragraph 5 below.

5 Network Access Credits

5.1 For each Station and for each month in respect of which Network Access Availability does not meet the relevant Network Access Level, the Network Access Credit shall be calculated according to the following formula:

$$\text{Network Access Credit (Station)} = SW \times (NAL - NAA) \times \text{£}1,000$$

Where:

SW = Station Weighting for the relevant Station.

NAL = Network Access Level for the relevant Station Category, expressed as a percentage.

NAA = Network Access Availability for the relevant Station, expressed as a percentage.

For the avoidance of doubt, the values of NAL and NAA to be used in the above formula shall be given by taking the percentage values and dividing by 100, such that, for example, a value of 99.9% would be entered as 0.999

5.2 Station Categories, corresponding configurations and Network Access Levels shall be as shown in Table 1, below:

Table 1

Category	Antenna Configuration	Mains Electricity Supply Configuration	Structure Height	Network Access Level
Alpha	Main and Reserve	Duplicated	>50m	99.95%
Beta	Split	Single	>50m	99.90%
Gamma	Single	Single	<50m*	99.50%

* A very small number of Stations included in this Station Category have structure heights in excess of 50m.

5.3 The Station Weighting applicable to each Station shall be as shown in Table 2, below.

Table 2

Station Name	Weighting
CRYSTAL PALACE	380
SUTTON COLDFIELD	138
ROWRIDGE	60

Station Name	Weighting
DIVIS	40
MENDIP	34
WENVOE	25
SUDBURY	24
TACOLNESTON	23
OXFORD	19
PONTOP PIKE	19
BILSDALE	17
HANNINGTON	15
WALTHAM	14
KILVEY HILL	12
HEATHFIELD	10
FENTON	9
WHITEHAWK	8
SHEFFIELD	7
BLUEBELL HILL	6
LLANDDONA	6
ROSEMARKIE	5
THE WREKIN	5
BRIERLEY HILL	4
CARMEL	4
EBBW VALE	4
MIDHURST	4
MILLBURN MUIR	4
MYNYDD MACHEN	4
REDRUTH	4
BATH	3
BROUGHER MOUNTAIN	3
DOUGLAS	3
GLOSSOP	3
HERTFORD	3
KENDAL	3

Station Name	Weighting
LEEK	3
LIMAVADY	3
LONDONDERRY	3
LUTON	3
MALVERN	3
MERTHYR TYDFIL	3
NEWHAVEN	3
RHONDDA A	3
TUNBRIDGE WELLS	3
WEYMOUTH	3
ABERDARE	2
BLAENPLWYF	2
BROMSGROVE	2
BUXTON	2
CARNMONEY HILL	2
FENHAM	2
HASTINGS	2
HIGH WYCOMBE	2
MAESTEG	2
OLIVERS MOUNT	2
PONTYPOOL	2
PONTYPRIDD	2
POOLE	2
SALISBURY	2
STANTON MOOR	2
All other Stations	1

- 5.4** The total Network Access Credits payable in respect of any 12 month period shall be the aggregate of Network Access Credits payable in respect of each Station for the relevant 12 month period.
- 5.5** The total Network Access Credits payable in respect of any 12 month period shall not exceed one per cent (1%) of the aggregate Charges payable by the Customer to National Grid Wireless under this Agreement in respect of that 12 month period

inclusive of the Charges for Uplift for Contingencies but excluding Pass-Through Costs.

Schedule 3 Fault Handling and Support Services

The following sets out the principles upon which fault handling and support services are provided by National Grid Wireless to Customer. Further details are set out in Schedule 14 (Operations Manual).

Support services available to Customer include the following:

1. Call Handling

Service calls will be answered 24 hours a day, 365 days a year by a suitably trained and competent operator, who will deal with the call directly or redirect it to an appropriate National Grid Wireless specialist. Calls relating to faults will be dealt with and progressed on an immediate basis, 24 hours a day, 365 days a year.

Customer shall ensure that all calls concerning faults are made to the telephone number(s) notified to Customer by National Grid Wireless from time to time in writing.

2. Fault Handling

Customer will be responsible for providing an initial response to all faults, and using its reasonable endeavours to correct the fault where practicable (and where authorised to do so), and subsequently to pass any faults that it is unable to correct to National Grid Wireless's Service Management Centre ("**SMC**") using the contact details notified to Customer by National Grid Wireless from time to time in writing. National Grid Wireless's SMC will provide advice by telephone (where applicable) to aid fault mitigation and assist Customer to minimise service impact, informed by alarms and indications from National Grid Wireless's telemetry system. National Grid Wireless will thereafter initiate a physical visit to the NGW Station, 24 hours a day, 365 days a year, should National Grid Wireless consider this to be required.

Where any fault handling procedures undertaken by National Grid Wireless reveal that the fault relates to Customer Equipment, National Grid Wireless reserves the right to levy an additional charge for such activities.

3 Repair

Where National Grid Wireless needs to physically attend any NGW Station for repairs, it will arrange for this as soon as is reasonably practicable, normally within the same Business Day or within the next Business Day if the fault is reported outside office hours (being 8.00 a.m. to 5.00 p.m. on Business Days), and depending upon the particular specialisation required. National Grid Wireless will provide a permanent repair, or temporary repair, or temporary replacement infrastructure, or best practical mitigation of service impact, depending upon the nature of the fault. Whilst NGW Station visits will from time to time (where considered appropriate by National Grid Wireless) be made outside office hours, repair works that require structural ascent will normally only be safe and practical in good light and suitable weather, and a final decision as to whether it is safe to climb will be made by National Grid Wireless staff.

Schedule 4 Station Schedule Template

<p>1 National Grid Wireless</p> <p>Name: National Grid Wireless Limited Registered Office: Wireless House, Warwick Technology Park, Heathcote Lane, Warwick, CV34 6DD</p> <p>Customer Name: Registered Office:</p> <p>Customer Address for correspondence and notices (if different from above):</p> <p>E-mail address:</p> <p>Customer Telephone No: Fax No: Contact Name:</p>	<p>NGW Station</p> <p>Name:</p> <p>Grid Reference: National Grid Wireless reference no: Customer reference: Multiplex: [●] Network Access Agreement Reference: [●]</p>
<p>5 Customer Accommodation</p> <p>In accordance with attached drawing no [●]</p>	
<p>6 Interface Point (including split Antenna facilities where available, interface connector type and transmitter isolation method)</p>	
<p>7 Power Supply Capacity</p>	
<p>8 Customer Equipment</p>	
<p>9 Customer Output Signal Parameters</p> <p>Frequency: Power:</p>	
<p>1 Special Access Conditions</p> <p>IT IS AGREED:</p> <p>National Grid Wireless shall provide, and Customer shall enjoy, the Facilities at the NGW Station for the Licence Term subject to and in accordance with the Standard Station Access Terms hereunder and the Special Access Conditions above (if any).</p> <p>The parties agree and acknowledge that in the event of any inconsistency between the Standard Station Access Terms and the Special Access Conditions, the Special Access Conditions shall prevail.</p> <p>The parties also agree and acknowledge that this Licence is entered into pursuant to the Network Access Agreement and, in the event of any inconsistency between the provisions of this Licence and the provisions of the Network Access Agreement, the following order of precedence shall apply:</p> <p>(i) the Network Access Agreement (including the Schedules thereto);</p> <p>(ii) this Licence.</p> <p>Signed for Customer:..... Countersigned for National Grid Wireless:.....</p> <p>PRINT NAME: PRINT NAME:</p> <p>Date of Customer Signature: Date of National Grid Wireless countersignature:</p>	

Schedule 5 Standard Station Access Terms

Standard Terms and Conditions

The following rights and conditions shall be observed by the parties to the Licence (as defined herein). All of these standard terms will be incorporated in the Licence unless expressly excluded by any of the Special Access Conditions.

Capitalised terms in the Licence shall have the meaning set out below, save where the context requires otherwise:

“Access Date” means in respect of the relevant NGW Station the date access is actually provided to the Customer to enable commencement of the installation of any Customer Equipment;

“Accommodation” means any land, building, structure, erection, installation, cabin, cabinet, kiosk or equipment housing structure (including any Mast) of National Grid Wireless used to house or bear Equipment situated at or adjacent to and serving the NGW Station (including private access ways, paths and private roads in or leading to the NGW Station);

“Agreed Exposure Density” means the Exposure Density of any Customer Equipment that National Grid Wireless has confirmed to Customer does not (on the date such confirmation is made), when taken in conjunction with existing communications apparatus (including that of other users) located at the NGW Station at that date, result in that Customer Equipment causing the NGW Station’s aggregate exposure density to exceed the ICNIRP Public Guidelines;

“Antenna” means any aerial, antenna, dish or other item of equipment, apparatus, appliance or instrument installed on or affixed to any Mast at the NGW Station for the reception, transmission or relay of radio or electromagnetic waves and used in the provision of Digital Services;

“Antenna System” means the Equipment including Common Equipment comprising the entire radio frequency transmission and reception system at any NGW Station, including the Antenna, feeder(s), U-link patch panel(s), combiner/filter systems and the interconnecting feeder(s) from the combiner to the Interface Point;

“Approved Contractor” means a person or team of persons (including Customer and its employees) approved by National Grid Wireless (pursuant to and subject to the terms of Clause 2.2 of the Licence) as being properly trained, qualified and experienced to carry out the kinds of activities permitted by the Licence;

“Business Day” means any day which is not a Saturday, Sunday or a public holiday in the relevant part of the United Kingdom;

“Change in Law” means any of the following (i) a change in the judicial interpretation or application by any Government Authority of any Law in the United Kingdom; (ii) the enactment or introduction of any new Law in the United Kingdom; (iii) the modification or repeal of any Law in the United Kingdom; (iv) the termination, amendment or revocation of any Consent; or (v) the introduction of new or amendment of existing non-binding guidelines, rules and guidance issued by any Government Authority;

“Charges” has the meaning given to it in the Network Access Agreement;

“Code of Practice” means the National Grid Wireless Access Regulations entitled “Gateway Access Regulations (issue 6.0)” dated May 2007 and referenced in Schedule 6 (Code of Practice) of the Network Access Agreement;

“Common Accommodation” means Accommodation use (but not occupation) of which is shared or available for shared use by National Grid Wireless, Customer, MTS Providers, and/or any other party authorised by National Grid Wireless from time to time;

“Common Equipment” means any Equipment at the NGW Station which is wholly or partly used to provide Network Access and which is shared or available for shared use by National Grid Wireless, Customer, MTS Providers, and/or any other party authorised by National Grid Wireless from time to time;

“Competent Authority” means Ofcom or H.M Government;

“Consent” means any consent, approval, licence, authorisation or permission that National Grid Wireless requires from any Government Authority, Landlord or other third party in order to provide Network Access, including any National Grid Wireless Licence;

“Customer Accommodation” means any Accommodation used (but not occupied) exclusively by Customer at any Type 1a or Type 1b NGW Station;

“Customer Equipment” means any Equipment used exclusively by Customer or otherwise under Customer’s exclusive control as specified on the relevant Station Schedule from time to time;

“Customer Multiplex Operator” means the Multiplex Operator of the Multiplex with whom Customer has a contract or other arrangement to enable such Multiplex Operator to provide Digital Services;

“Customer Output Signal” means the radio frequency signals produced by Customer Equipment;

“Digital Services” means broadcasting transmission services in the United Kingdom to deliver content to end users by means of a Multiplex Service, using high-power DTT equipment including (in any transitional period) using such equipment in analogue mode;

“DTT” means digital terrestrial television;

“Equipment” means any transmission equipment, combining equipment, Antenna, other antenna, aerial, dish, transmitter, telemetry, plant, machinery, Services Media, apparatus, appliance, instrument or any other item of equipment which is used to provide Digital Services or any other services at the NGW Station;

“Exposure Density” means the maximum electric field strength values in dB microvolts per meter converted to power density in watts per square metre for operational electronic communications apparatus as set out in the manufacturer’s equipment specification for the relevant apparatus;

“Facilities” means such of:

- (iii) the Equipment at the NGW Station, the use (but not occupation) of which is shared by the Customer; and
- (iv) such of the Accommodation which is the subject of the shared or exclusive use (but not occupation) by the Customer,

as may be detailed on the applicable Station Schedule from time to time for the provision of Network Access at the relevant NGW Station for the Permitted Use;

“Government Authority” means any supranational, state or local governmental entity or instrumentality (including any ministry, department, political subdivision, agency, corporation or other person exercising the delegated authority of any such person or entity) having jurisdiction (whether legislative, executive, regulatory, administrative, judicial or otherwise howsoever) over

the subject matter of, or any matter pertaining to, the Licence; either or both of the parties; and/or any persons employed, engaged or contracted by either of the parties;

“**HPA**” means the Health Protection Agency or any replacement or successor body, being the body responsible for setting UK industry accepted guidelines for maximum permitted power density of non-ionising radiation for public exposure, and which at the date of the Licence established such guidelines by reference to guidelines published by ICNIRP;

“**ICNIRP**” means the International Commission for Non-Ionising Radiation Protection or any replacement or successor body;

“**ICNIRP Public Guidelines**” means the frequency dependent public guidelines established by ICNIRP that set out a maximum permitted power density of non-ionising radiation for public exposure;

“**Interface Point**” means, at the NGW Station, the point where the Customer Equipment meets the Common Equipment, and being at such location as is specified by National Grid Wireless on the relevant Station Schedule from time to time;

“**Landlord**” means any person or body corporate holding an interest in the NGW Station or in any land over which access to the NGW Station is required including a reversionary interest as National Grid Wireless’s landlord, licensor or grantor, or as Station owner where National Grid Wireless is the nominated Station manager, or the beneficiary of any covenants or restrictions relating to or affecting National Grid Wireless’s rights of access to the NGW Station;

“**Laws**” means all Legislation, statutes, regulations, decrees, ordinances and other laws, regulations, by-laws, regulatory requirements and codes of practice of or issued by any Government Authority;

“**Legislation**” means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom;

“**Licence**” means the access licence agreed between Customer and National Grid Wireless for each NGW Station, which shall comprise the Standard Station Access Terms and the relevant Station Schedule from time to time;

“**Licence Expiry Date**” means the licence expiry date specified on the relevant Station Schedule from time to time;

“**Licence Term**” means the period from the Access Date to the Licence Expiry Date, unless terminated prior to such Licence Expiry Date in accordance with these Standard Station Access Terms or the Network Access Agreement;

“**Managed Transmission Services**” or “**MTS**” means the managed services provided by Customer or an MTS Provider to any Multiplex Operator in respect of the provision of Digital Services;

“**Mast**” means any radio mast, tower, pole, rooftop, stub-mast, building elevation face mounting, head-frame or other aerial support pole or structure (located at height or at ground level);

“**MTS Provider**” means any provider of Managed Transmission Services, other than Customer, authorised by National Grid Wireless;

“**Multiplex**” means the relevant Multiplex identified on each Station Schedule;

“Multiplex Service” has the meaning given to it in Part I of the Broadcasting Act 1996;

“Multiplex Operator” means a holder of a licence granted under Part I of the Broadcasting Act 1996 to provide a Multiplex Service;

“NGW Station” means, for the purposes of the Licence, the NGW Station to which the Licence relates as specified on the relevant Station Schedule from time to time, including all the Accommodation and Equipment installed or located at it;

“National Grid Wireless Licence” means any radio spectrum licence granted to National Grid Wireless under Part I of the Wireless Telegraphy Act 1949;

“Network Access” has the meaning given to it in the Network Access Agreement;

“Network Access Agreement” means the agreement entered into between Customer and National Grid Wireless for the provision by National Grid Wireless to Customer of Network Access, having the reference number set out on the relevant Station Schedule;

“Ofcom” means the Office of Communications, or any successor;

“Pass-Through Costs” has the meaning given to it in the Network Access Agreement;

“Permitted Use” means use (in accordance with the terms of the Licence) by Customer, or an Approved Contractor, of Customer Equipment located at the NGW Station for the provision of Digital Services only;

“Rights” means rights granted to Customer by National Grid Wireless under the Licence;

“Services Media” means any communications, telecommunications, electricity and/or other services supply or feeder cable, pipe, wire, earthwire, waveguide, conduit, duct or other service conducting media;

“Standard Station Access Terms” means the standard terms for access to a NGW Station as set out herein;

“Station Schedule” means the relevant Station schedule agreed between Customer and National Grid Wireless in respect of the NGW Station, setting out any Special Access Conditions relating to the NGW Station and being substantially in the form of the template set out at Schedule 4 (Station Schedule Template) to the Network Access Agreement, as may be updated from time to time pursuant to Clause 4.11 of the Licence;

“Transmitted Service Signal” means the radio frequency signals from the Antenna System at any NGW Station; and

“Type 1a Station”, “Type 1b Station”, “Type 2 Station”, “Type 3 Station” and “Type 4 Station” means the NGW Stations identified as being type 1a, type 1b, type 2, type 3 and type 4 respectively in Part 1 of Schedule 12 (Station Details) of the Network Access Agreement.

Any references in the Licence to “Clauses” are to clauses of the Licence unless otherwise stated. Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders. Clause headings are purely for ease of reference and do not form part of or affect the interpretation of the Licence. References to each party herein include references to its successors in title, permitted assigns and novatees. All references to “include” and “including” shall be construed to mean “include without limitation” and “including without limitation” respectively. All references to a statute or statutory provision include any consolidation or re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and

any subordinate legislation in force under any of the same from time to time. Any provisions in the Licence regarding indemnities from Customer in favour of National Grid Wireless are without prejudice to the indemnities set out in Clauses 15.2.1 and 15.2.2 of the Network Access Agreement.

1 Rights Granted by National Grid Wireless to Customer

National Grid Wireless shall grant Customer:

- 1.1** The right for Customer to share (in common with others, including National Grid Wireless, as National Grid Wireless may in its discretion from time to time approve) such of the Common Accommodation and such of the Common Equipment at the NGW Station in order to obtain Network Access.
- 1.2** The right for any Approved Contractor to install, inspect, service, maintain, repair, renew, replace, dismantle and remove as necessary Customer Equipment at Customer's own expense in such locations on the NGW Station as National Grid Wireless shall from time to time approve in writing.
- 1.3** The right to house Customer Equipment in Common Accommodation in common with others permitted by National Grid Wireless at Type 2 Stations, Type 3 Stations and Type 4 Stations.
- 1.4** The right to house Customer Equipment in Customer Accommodation at Type 1a and Type 1b Stations. Customer Accommodation shall be provided by National Grid Wireless.
- 1.5** Subject as herein provided, the right to use Customer Equipment for the Permitted Use for the duration of the Licence Term.
- 1.6** Without prejudice to Clause 1.7 below, subject to the reasonable regulations and instructions from time to time imposed by National Grid Wireless for the better security, safety and management of the NGW Station the right, subject to giving prior notice to National Grid Wireless, for Approved Contractors to obtain admittance to the NGW Station over and along any private way leading to the NGW Station boundary which is under the control of National Grid Wireless (either with or without motor vehicles as National Grid Wireless shall decide) at all reasonable times and as often as Customer shall reasonably require to exercise the Rights.
- 1.7** The right, subject to giving prior notice to National Grid Wireless, with effect from the Access Date for Approved Contractors to have access to and egress from the NGW Station as necessary for Customer to exercise the Rights, to the extent that National Grid Wireless is able to grant the same (but otherwise subject to and in accordance with the provisions of Clauses 2.4, 2.5 and 2.7).
- 1.8** The right (subject to obtaining National Grid Wireless's prior consent, such consent not to be unreasonably withheld or delayed) on an ad hoc basis to permit third parties (including Customer Multiplex Operators, telecommunications operators or utilities) to access the NGW Station from time to time, provided:
 - (a) such access shall be requested and granted only when reasonably required and only for the purposes of the Permitted Use;
 - (b) Customer shall ensure such access is in accordance with the terms and conditions of the Licence and the Network Access Agreement (including with

respect to National Grid Wireless's rights to require that any NGW Station access is supervised); and

- (c) Customer shall ensure that such third party does not reside at the NGW Station or remain at the NGW Station for an undue period.

2 Covenants by Customer in Favour of National Grid Wireless

Customer agrees that:

- 2.1** It shall pay any amounts due under the Licence which are not covered by the Charges and Pass-Through Costs payable under the Network Access Agreement within thirty (30) days of receipt of National Grid Wireless's invoice or other written demand for the same.
- 2.2** It shall not carry out any installation, inspection, servicing, maintenance, repair, renewal, replacement, dismantling or removal of any Customer Equipment otherwise than by an Approved Contractor. No person shall become an Approved Contractor until such time as Customer has notified National Grid Wireless in writing that it wishes to appoint a person(s) as an Approved Contractor, has provided all such information regarding such person(s) as National Grid Wireless may reasonably require, and has received written confirmation from National Grid Wireless that such person is to be treated as an Approved Contractor. National Grid Wireless may at any time notify Customer in writing that any person is no longer considered to be an Approved Contractor, following which such person shall immediately cease to be treated as an Approved Contractor. Customer acknowledges and agrees that Customer and its employees shall not qualify as Approved Contractors unless and until approved by National Grid Wireless pursuant to the procedure set out in this Clause 2.2.
- 2.3** It shall not exercise any of the Rights until:
 - (a) on or after the Access Date;
 - (b) National Grid Wireless's prior approval in writing to provide the Facilities required by Customer has been given; and
 - (c) National Grid Wireless has confirmed that any planning consents, statutory local authority or regulatory clearances and any other licence, consent, permission or approval of any Landlord or other third party whose licence, consent, permission or approval shall be required to facilitate or accommodate:
 - (iii) the installation, use and operation of Customer Equipment, and/or
 - (iv) Customer's use and/or sharing of the Accommodation and/or the Common Equipment, and/or
 - (v) the exercise of the Rights granted by the Licence,have been obtained.
- 2.4** Where entry to the NGW Station is not via a public highway but via an access way owned or controlled by a third party and Customer has been notified that National Grid Wireless cannot grant rights of access over such access way, Customer agrees that it shall not seek to negotiate such rights for Approved Contractors directly with

such third party, and shall, if it requires such rights, request that National Grid Wireless negotiates such rights on Customer's behalf (Customer bearing any costs reasonably incurred by National Grid Wireless in negotiating and maintaining such rights) prior to exercising any Rights hereunder, but otherwise access to the NGW Station boundary shall be at no extra charge (save only as herein provided) and Customer shall procure that such rights are exercised by Approved Contractors strictly in accordance with the terms of such rights and otherwise as reasonably directed from time to time by National Grid Wireless. National Grid Wireless may in its discretion accept or reject any request under this Clause 2.4.

2.5 Where National Grid Wireless permits access to or egress from the NGW Station involving the use of any road, path or other land which is not a highway maintainable at public expense Customer accepts that it shall be required to:

- (a) observe or cause to be observed all regulations relating to the weight, type and specification of vehicles to be used on such road path or other land as National Grid Wireless shall reasonably direct; and
- (b) pay to National Grid Wireless in addition to any other charges herein a due and proper proportion of any cost, charges and expenses incurred by National Grid Wireless in and towards maintenance, repair, resurfacing and renewal of any such road, path, barrier, boundary or other land and the whole cost of making good any damage (fair wear and tear excepted) caused by Customer or any Approved Contractor to such road, path, barrier, boundary or other land to National Grid Wireless's reasonable satisfaction.

2.6 Where any Customer Equipment is to be placed on, above or below ground outside the NGW Station boundary and where National Grid Wireless is not otherwise able to grant any such rights of installation and/or use over the same, Customer shall obtain, at its sole expense, the agreement of any other party or parties having an interest in such area(s) prior to installation or use and shall indemnify National Grid Wireless fully in this respect.

2.7 Subject to Schedule 14 (Supervision) of the Network Access Agreement and save to the extent that National Grid Wireless notifies Customer in writing that it is willing to waive (in whole or in part) its rights under this Clause 2.7 in respect of any Approved Contractor(s), Customer agrees that Approved Contractor(s) shall only visit and obtain admittance to the NGW Station on not less than 5 Business Days' prior notice in writing (except in case of emergency when as much notice as possible shall be given to National Grid Wireless) and in all cases in the presence of a duly authorised representative of National Grid Wireless (if National Grid Wireless so requires) at the same time specifying details of the purpose of or reason for the admittance, together with advance notice in writing of any proposed works. Any waiver of its rights pursuant to this Clause 2.7 may be withdrawn by National Grid Wireless at any time forthwith on written notice to Customer. Customer further agrees that it shall exercise the Rights subject to all reasonable regulations and instructions made from time to time by National Grid Wireless to protect the NGW Station and any users thereof, to avoid or minimise any damage, disturbance, interference or inconvenience to National Grid Wireless or any third party and/or the use or operation of any Equipment, and to control as necessary the number, supervision and times of such visits for the orderly management of the NGW Station.

- 2.8** Other than as expressly permitted by Clauses 1.6, 1.7, 1.8 and 2.7 above, Customer shall not permit or allow any other persons to visit the NGW Station or operate the Customer Equipment.
- 2.9** It shall ensure that, whilst at the NGW Station, Approved Contractors shall behave in a responsible manner and comply with all National Grid Wireless's reasonable security and/or safety requirements, so as to cause no damage, disturbance, interference or inconvenience to National Grid Wireless, any MTS Provider or any other third party and/or the installation, use or operation of any Equipment, and in the event of any damage being caused to the NGW Station, the Accommodation or to any property or items of Equipment thereon whether in consequence of the exercise by any Approved Contractor of the Rights granted to them under the Licence or otherwise (but not as the result of any negligent act or omission of National Grid Wireless or its employees, agents or sub-contractors) forthwith to reinstate the same to National Grid Wireless's reasonable satisfaction (or, where National Grid Wireless requires, reimbursement to National Grid Wireless of the full costs and expenses properly incurred by it in carrying out such reinstatement on Customer's behalf).
- 2.10** In exercising the Rights, Customer shall procure that the NGW Station is kept secure and shall provide National Grid Wireless with a set of keys or code access to the Customer Accommodation in accordance with such operating procedures as are notified by National Grid Wireless to Customer in writing from time to time.
- 2.11** It shall comply with directions of National Grid Wireless from time to time (which may include requiring Customer to comply with specified paragraphs of the Code of Practice) and any operating procedures as are notified by National Grid Wireless to Customer in writing from time to time.
- 2.12** It shall use all reasonable endeavours not at any time electrically or physically to impede, degrade, impair, disrupt, interfere with or interrupt the reception, transmission or relay of any Digital Services or any other services, signals or transmissions to or from the NGW Station, and forthwith will use all reasonable endeavours to ensure the repair of any defects or faults in any Customer Equipment and/or in the use or operation of it which causes or may cause any such interference, and to otherwise terminate, cease or prevent such interference, and shall indemnify National Grid Wireless against any costs properly incurred by National Grid Wireless or any third party in remedying any such defects or faults and against any claims brought against National Grid Wireless by any third party arising from any such interference.
- 2.13** It shall keep Customer Equipment properly maintained in good safe working order, repair and condition to National Grid Wireless's satisfaction (which shall include the carrying out by Customer of regular and prudent safety inspections not less than annually, and provide National Grid Wireless with evidence that such inspections have been carried out on request). In respect of all Customer Equipment, Customer shall in addition:
- (a) procure that Customer Equipment is labelled and identifiable as Customer's, and identifies the frequencies used by the Customer Equipment;

- (b) ensure that Customer Output Signals from such Customer Equipment comply with the requirements set out in the relevant industry standard nominated by Ofcom from time to time, and Customer acknowledges that National Grid Wireless shall have no obligation to carry over the Common Equipment any Customer Output Signals which do not so comply;
- (c) ensure that Customer Output Signals from the Customer Equipment at the Interface Point are within the parameters set out on the relevant Station Schedule from time to time;
- (d) comply with all applicable Laws regarding health and safety relating to the installation, use and operation of the Customer Equipment including all guidelines from time to time issued by the HPA applicable to the use and operation of the Customer Equipment;
- (e) provide National Grid Wireless on request (but normally not more often than once a year unless Customer proposes to make a material change to the Customer Equipment, its size or weight, in which case a report will be required detailing the change prior to such change taking place) with a compliance report relating to the Agreed Exposure Density of the Customer Equipment in relation to the ICNIRP Public Guidelines or other HPA guidelines in so far as they affect adjoining areas to which the public have legitimate access and in the event that the radio-frequency radiation levels from the Customer Equipment fail to meet such guidelines in so far as they affect adjoining areas to which the public have legitimate access, Customer shall pay for any applicable testing and other associated costs, charges and expenses incurred by National Grid Wireless, and National Grid Wireless may additionally require Customer to switch off the Customer Equipment (without liability or compensation to Customer) until remedial action has been undertaken so that the HPA guidelines are met in relation to the said adjoining areas; and
- (f) provide National Grid Wireless forthwith on request from time to time with current details of power output of the Customer Equipment to enable National Grid Wireless to undertake periodic NGW Station power output audits in order to demonstrate NGW Station compliance with the ICNIRP Public Guidelines and any other HPA guidelines or regulatory or UK industry best practice audit requirements.

2.14 In the event that National Grid Wireless has reasonable grounds to believe that the Customer Equipment or its use or operation is the source or cause of any interference or degradation to the reception, transmission or relay of any Digital Services or any other services, signals or transmissions to or from the NGW Station, Customer shall forthwith either eliminate the interference or degradation or, where there is significant interference or degradation which cannot be remedied in such time as National Grid Wireless shall reasonably require, switch off Customer Equipment until such time as the interference or degradation has been eliminated, the cost of such measures to be borne by Customer in any event (subject also to the provisions of Clause 2.16).

2.15 Where requested by National Grid Wireless on reasonable prior notice (or forthwith in the case of an emergency), temporarily reduce power or switch off Customer

Equipment where National Grid Wireless considers the radiation level of the Customer Equipment is unsafe for access to the Mast or to any Equipment or Accommodation by National Grid Wireless, its employees, agents, sub-contractors or other persons authorised by National Grid Wireless. In such circumstances Customer will be required to keep the relevant Customer Equipment on reduced power or switched off until all such persons and their equipment have completed the relevant tasks and left the Mast, Equipment or Accommodation. National Grid Wireless will use reasonable endeavours to minimise the disruption to Customer when making such requests.

2.16 It shall provide a switch on all Customer Equipment to enable it to be switched off by National Grid Wireless and shall provide National Grid Wireless with an agreed method of switching off Customer Equipment provided that it is agreed that National Grid Wireless shall only switch off Customer Equipment:

- (a) in the event of any life or property threatening emergency;
- (b) where National Grid Wireless has reasonable grounds to believe that the source or cause of any interference or degradation to the reception, transmission or relay of any Digital Services or other services, signals or transmissions to or from a Station is the Customer Equipment or its operation or use and after taking all reasonable measures to contact and inform Customer that such interference or degradation exists and where practicable to do so National Grid Wireless has allowed Customer a reasonable period forthwith to remedy any such interference or degradation caused by Customer Equipment but the interference or degradation still exists;
- (c) if required to do so by any Government Authority, provided that National Grid Wireless shall (where reasonably practicable) use its reasonable endeavours to inform Customer of such requirement before the Customer Equipment is switched off;
- (d) with the agreement and at the request of Customer;
- (e) where Customer's entitlement to Network Access at the NGW Station has expired or been terminated pursuant to the Network Access Agreement or the Licence but Customer has failed to switch-off the Customer Equipment;
- (f) where Customer is in material breach of any of the terms of the Licence and/or the Network Access Agreement, including Customer's obligation to pay the Charges, Pass-Through Costs or any other amounts due thereunder or hereunder;
- (g) where National Grid Wireless reasonably considers that, if it were to permit or allow to continue the transmission of certain Transmitted Service Signals from the NGW Station, it would cause National Grid Wireless to be in breach of any obligation in any contract with a third party (such as for example but without limitation any covenant or restriction in any relevant lease, licence or other document affecting the use of the NGW Station or access rights to it);
- (h) in order for National Grid Wireless to conduct any maintenance or other works or for other purposes as contemplated by Clause 2.15;

- (i) otherwise in accordance with the specific provisions herein contained or (if applicable) as contained in any National Grid Wireless operating procedures notified from time to time; or
- (j) where National Grid Wireless reasonably considers it necessary in the event of any unauthorised access, use or occupation of the NGW Station, any Accommodation or any Equipment,

and in the event that any Customer Equipment is switched off or disconnected pursuant to this Clause 2.16, National Grid Wireless shall notify Customer of this as soon as reasonably practicable.

2.17 It shall not, without National Grid Wireless's prior written consent, carry out any activity within or outside the NGW Station that may result in any change to:

- (a) the Permitted Use;
- (b) the size or weight of Customer Equipment;
- (c) the Agreed Exposure Density of Customer Equipment; or
- (d) the agreed technical operating specifications of Customer Equipment and other details, as set out on the relevant Station Schedule from time to time.

2.18 It shall keep any Common Accommodation used by Customer and all Customer Accommodation clean and tidy and free from its own rubbish and shall not obstruct or cause to be obstructed any passages, paths, access ways and fire escapes (and in respect of fire doors, not keep or block any such doors open) on or serving the NGW Station. Customer shall be responsible for keeping the interior of Customer Accommodation in reasonable repair and condition. Customer shall also prepare and maintain an up-to-date map of each Customer Accommodation showing the location of all Customer Equipment at each Customer Accommodation, and promptly make the same available to National Grid Wireless on request.

2.19 National Grid Wireless shall own all Customer Accommodation.

2.20 It shall not tamper with or otherwise cause any damage to the NGW Station, any Accommodation (including any Mast) or any Equipment (including any Antenna) which is located at the NGW Station, provided that Customer shall be entitled to exercise the rights expressly permitted herein in respect of the Customer Equipment and Customer Accommodation.

2.21 It shall not erect or cause to be erected any building or structure or other erection at the NGW Station, save as may be expressly specified on the relevant Station Schedule from time to time. None of Customer or any Approved Contractor shall make any alterations or additions to any part of the NGW Station, any Equipment (other than Customer Equipment to the extent expressly permitted herein), or to any Accommodation (other than Customer Accommodation to the extent expressly permitted herein) unless expressly permitted to do so by National Grid Wireless in writing. None of Customer or its Approved Contractors shall make any alterations or additions to Customer Accommodation or to Customer Equipment without the prior written consent of National Grid Wireless (such consent not to be unreasonably withheld or delayed, but which may be made subject to conditions including as to costs and a requirement that any such alterations or additions be subject to supervision by National Grid Wireless, its employees, agents, sub contractors or

other persons authorised by National Grid Wireless). Such consents aforesaid shall also be subject (if necessary) to National Grid Wireless obtaining any Consent (the costs of which shall be met by Customer).

- 2.22** It shall not make any application for or appeal regarding planning permission (including any full planning permission, applications under general development orders, or by licence notification) in relation to any part of the NGW Station, any Equipment (including the Customer Equipment) or any Accommodation (including the Customer Accommodation).
- 2.23** It shall not erect or permit or suffer or allow to be erected any sign notice or advertisement on the NGW Station (save as herein expressly provided).
- 2.24** It shall satisfy National Grid Wireless prior to installing Customer Equipment as herein permitted that all proper precautions will be taken to prevent fire damage and that the provisions of the Health and Safety at Work Act 1974 and any regulations made thereunder and all other applicable Laws and any reasonable additional precautions laid down by National Grid Wireless for the protection of the NGW Station and the Facilities and the safety of personnel and equipment will be complied with regardless of whether or not such installation shall be supervised by National Grid Wireless. This will include, without prejudice to the generality of the foregoing, a requirement for Customer to provide at its own cost all necessary fire fighting equipment and safety clothing for use in respect of Customer Accommodation (if any) and Customer Equipment.
- 2.25** It shall not light or permit or suffer or allow to be lit any fire on the NGW Station or on any access thereto nor block or obstruct nor permit or suffer or allow to be blocked or obstructed any fire exits or access for fire fighting equipment thereon.
- 2.26** It shall under no circumstances permit any of its employees or its Approved Contractors or any third party to reside at the NGW Station.
- 2.27** It shall in exercising the Rights comply and procure that all Approved Contractors comply with the terms and conditions of the Licence and do not cause any nuisance or annoyance or undue noise to National Grid Wireless or any neighbouring owners or occupiers and do not drive or walk over any private land or property adjoining the NGW Station over which rights have not been granted under the Licence, or otherwise, and that they shall secure any doors and gates after use.
- 2.28** National Grid Wireless may:
- (a) refuse entry to the NGW Station to any person who does not produce suitable documentary identification and authorisation to National Grid Wireless's representative at the NGW Station; and
 - (b) refuse admittance to or require removal from the NGW Station of any person whose presence is considered undesirable.
- 2.29** National Grid Wireless has the right to install meters, sub-meters and other equipment in any Customer Accommodation to permit National Grid Wireless to measure Customer's consumption of electricity.
- 2.30** National Grid Wireless is the sole and exclusive supplier of electricity to the NGW Station.

- 2.31** It shall not install nor suffer the installation of any alternative facilities for the supply of electricity, or any other facilities including communication links, other than with National Grid Wireless's prior written consent, such consent not to be unreasonably withheld or delayed, which may be made subject to reasonable conditions.
- 2.32** Subject to Clause 2.31 above, Customer agrees that if it requires any third party services at the NGW Station (including telephony services) which may need to pass in, on, over or under the NGW Station and any adjacent land or premises in which National Grid Wireless has a relevant proprietary interest, Customer shall not seek to negotiate the provision by National Grid Wireless of any access to such Station, land or premises required by any such third party in connection with the provision of such services directly with such third party, and National Grid Wireless shall negotiate the provision on reasonable terms of any such access directly with such third party (Customer bearing any reasonable costs incurred by National Grid Wireless in negotiating such access).
- 2.33** Any Approved Contractors shall install, inspect, maintain, repair, renew and remove as necessary Customer Equipment at Customer's sole risk.
- 2.34** It shall bear the properly incurred expenses of National Grid Wireless in making good any damage, loss or injury to the Accommodation and/or the Equipment in consequence of the exercise of or failure to exercise any of the Rights granted under the Licence by Customer or any Approved Contractor, other than in consequence of any negligent act or omission on the part of National Grid Wireless.
- 2.35** It shall not grant any assignment, sub-letting or sub-licence of all or any parts of the Rights granted under the Licence.
- 2.36** Upon termination or expiry of the Licence, it shall:
- (a) immediately terminate the use of the Customer Accommodation, the Common Accommodation, the Customer Equipment and the Common Equipment; and
 - (b) by not later than:
 - (i) the date that is thirty (30) days after the effective date of termination or expiry of the Licence where the Licence is terminated pursuant to Clause 4.2(a) or Clause 4.2(d); or
 - (ii) the effective date of termination or expiry where the Licence is terminated pursuant to any other provision,
- procure the removal from the NGW Station by an Approved Contractor (at such times as are agreed with National Grid Wireless acting reasonably) of all Customer Equipment and any other equipment brought on to the NGW Station by Customer or any Approved Contractor causing as little damage, disturbance, interference and inconvenience as reasonably practicable and making good any damage caused by such removal to National Grid Wireless's reasonable satisfaction or, in default of Customer's compliance with this Clause, pay to National Grid Wireless on demand the costs, charges and expenses properly incurred by National Grid Wireless in so removing and reinstating (and National Grid Wireless shall be permitted to dispose of any Customer Equipment or other equipment brought on to the

NGW Station by Customer or its Approved Contractors in such manner as it sees fit and without liability to Customer, its Approved Contractors or any other party).

- 2.37** Where it has any rights of enlargement of its interest under the Licence or otherwise by virtue of code powers under the Telecommunications Act 1984 and/or the Communications Act 2003, it shall not exercise such code power rights (insofar as it is able to contract out of the same hereunder or otherwise) so as to cause financial loss or liability to National Grid Wireless, any Landlord or any other third party, and without prejudice to the generality of the foregoing Customer also agrees that if it exercises any such powers of enlargement or otherwise in relation to the NGW Station and as a result remains in situ at the NGW Station it shall also accept and shall be responsible for and indemnify National Grid Wireless and any Landlord or third party against any damages or loss and all costs charges and expenses incurred by or claimed against National Grid Wireless and any Landlord or third party in relation to the NGW Station, provided that National Grid Wireless will not (and will use its reasonable endeavours to procure its Landlord does not) settle or compromise any such claim without prior notice to and the consent of Customer (such consent not to be unreasonably withheld or delayed).
- 2.38** It shall during the term of the Licence obtain, maintain and comply with all applicable Laws, and any consent, approval, licence, authorisation or permission that Customer requires from any Government Authority, national or international regulatory agency or other third party and, to the extent the same are applicable to National Grid Wireless, shall not do or permit anything to be done which might cause or otherwise result in a breach by National Grid Wireless of the same or of any National Grid Wireless Licence.
- 2.39** The Licence permits Customer to use the Facilities in accordance with the terms set out herein and that no provision within the Network Access Agreement or the Licence is intended to create nor shall be treated or construed as creating the relationship of landlord and tenant but merely that of the provider and recipient of services and Customer makes no claim and shall not make any claim in this respect.
- 2.40** National Grid Wireless shall be entitled to use the NGW Station and permit others to do so as it may in its absolute discretion permit but shall use reasonable endeavours not to cause any damage or significant interference to Customer Equipment, Customer Accommodation or the Digital Services of Customer and/or the Customer Multiplex Operator. For the avoidance of doubt, National Grid Wireless shall be entitled and Customer shall not seek to restrain National Grid Wireless from using the NGW Station or any Accommodation or Equipment (other than Customer Accommodation and Customer Equipment) for the purpose of granting Network Access to any MTS Provider, or Multiplex Operator or from otherwise granting access to the NGW Station and any Accommodation or Equipment (other than Customer Accommodation and Customer Equipment) to any party for the provision of such other services or facilities as National Grid Wireless may in its discretion decide to provide from time to time.

3 Covenants by National Grid Wireless in Favour of Customer

National Grid Wireless shall:

- 3.1 Subject to obtaining all necessary Consents to permit the shared use of the NGW Station by the Customer and to facilitate or accommodate the installation, use and operation of Customer Equipment and subject to the continued performance of the Customer of its obligations hereunder National Grid Wireless will permit the Customer such shared use of the NGW Station and its Facilities as shall enable the installation by the Customer in the locations on the Station specified in the Station Schedule (or, where not specified in the Station Schedules, in the locations on the Station determined by National Grid Wireless) of the Customer Equipment and the subsequent maintenance and use thereof for the Permitted Use and/or the exercise of the Rights granted under the Licence.
- 3.2 Provide Customer with an electricity supply to Customer Accommodation or (where there is no Customer Accommodation) to a point reasonably proximate to the agreed location of Customer Equipment, in each case in accordance with the details set out on the relevant Station Schedule from time to time.
- 3.3 Maintain:
 - (a) the Common Accommodation and Common Equipment; and
 - (b) the exterior and structure of any Customer Accommodation,during the Licence Term in reasonable repair and condition.

4 General

It is agreed by National Grid Wireless and Customer that:

- 4.1 The consideration of the Rights granted in the Licence is included within the Charges and Pass-Through Costs payable by Customer pursuant to the Network Access Agreement.
- 4.2 The Licence:
 - (a) may be terminated pursuant to any of the provisions of Clause 4.4;
 - (b) may be terminated by National Grid Wireless by giving to Customer not less than five (5) months' prior written notice provided that:
 - (i) if National Grid Wireless has served such notice because its rights to continue to grant the Rights are determined by reasons beyond its reasonable control (such as for example but without limitation where National Grid Wireless is unable to renew its rights to occupy any land or buildings comprised in the NGW Station and/or where renewal is only available on unreasonable terms), National Grid Wireless shall use its reasonable endeavours to secure an alternative site which is as close (geographically) as reasonably practicable to the NGW Station, and if National Grid Wireless successfully secures such a site Customer shall relocate to such site in accordance with Clause 4.4.5 of the Network Access Agreement, and all costs, charges and expenses incurred by

Customer in relation to or in connection with such relocation shall be borne by Customer; and

- (ii) if National Grid Wireless has served such notice for reasons other than those specified in Clause 4.2(b)(i), National Grid Wireless shall use its reasonable endeavours to secure an alternative site which is as close (geographically) as reasonably practicable to the NGW Station, and if National Grid Wireless successfully secures such a site Customer shall relocate to such site in accordance with Clause 4.4.5 of the Network Access Agreement, and all Customer costs, charges and expenses properly, reasonably and directly incurred by or on behalf of Customer in relation to or in connection with such relocation shall be borne by National Grid Wireless;
- (c) shall expire at the end of the Licence Term;
- (d) may be terminated by a party forthwith by notice in writing to the other if the other shall commit a material breach of any of the obligations on its part to be performed or observed hereunder and, in the case of a breach capable of rectification, shall fail to initiate steps to rectify the same within thirty (30) days after notice is given to it by the party not in breach requiring such rectification, or shall fail to continue thereafter with all reasonable speed to complete such rectification; and
- (e) shall terminate forthwith on termination or expiry of the Network Access Agreement for whatever reason (or the relevant part of the Network Access Agreement if such agreement is terminated in part).

4.3 If any payments under the Licence are not made on the due date then without prejudice to any other rights which National Grid Wireless may have Customer shall pay interest on the outstanding amount from the date when that amount became due until payment at the rate of 4 per cent above the base rate of the Bank of England applicable during the time of non payment.

4.4 National Grid Wireless may notwithstanding and without prejudice to its rights under Clause 4.2 above, switch off Customer Equipment and determine the Licence forthwith without incurring any liability to Customer or any other party for the results of such an act if any of the following events should occur in respect of Customer:

- (a) Customer fails to make any payment to be made under the Licence which is in arrears and unpaid following the due date within fourteen (14) days of receiving notice from National Grid Wireless, that Customer Equipment will be switched off unless National Grid Wireless receives the outstanding payment together with the interest due thereon (such notice to be served not earlier than the due date);
- (b) Customer fails or neglects to initiate steps to remedy within thirty (30) days after notice is given by National Grid Wireless requiring such remedy or if Customer fails to continue thereafter with all reasonable speed to complete such remedying of a material breach of any of the covenants, agreements or conditions in the Licence and on the part of Customer to be performed and observed;

- (c) a petition is presented or resolution passed for its winding up, provided that this Clause 4.4(c) shall not apply to a bona fide re-organisation or re-construction of it whilst solvent;
- (d) Customer enters into any composition with its creditors generally, or suffers any similar action in consequence of default by it in its obligations in respect of any indebtedness provided that this Clause 4.4(d) shall not apply to a bona fide re-organisation or re-construction of that party whilst solvent;
- (e) an administration application is made in respect of Customer or Customer suffers a notice of appointment of administrator or a notice of intention to appoint an administrator to be filed at court in respect of it;
- (f) Customer has stopped or threatens to stop generally payment of its debts or if it ceases or threatens to cease to carry on its business or any substantial part of it provided that this Clause 4.4(f) shall not apply to a bona fide re-organisation or re-construction of that party whilst solvent;
- (g) Customer has a receiver, administrative receiver or other similar official appointed over all or any substantial part of its property, undertakings or assets;
- (h) Customer suffers a creditor taking possession of all or any part of its business or assets or suffers any execution or other legal process being enforced against its business or any of its substantial assets, which execution or legal process is not discharged within fourteen (14) days;
- (i) Customer is deemed for the purpose of Section 123 of the Insolvency Act 1986 to be unable to pay its debts; or
- (j) an event or circumstances analogous to any of those referred to in (c) to (i) above occurs in any jurisdiction outside England and Wales under the laws of any competent jurisdiction.

4.5 Any termination of the Licence pursuant to Clause 4.2 or Clause 4.4 shall be without prejudice to any antecedent claims arising under the Licence prior to the date of termination.

4.6 Customer shall where requested by National Grid Wireless in writing temporarily relocate any Customer Equipment, and in default of Customer's compliance with such request after a reasonable period (where practicable) National Grid Wireless may relocate any Customer Equipment and where applicable enter any Customer Accommodation in order to relocate any Customer Equipment (and in such scenario Customer shall pay to National Grid Wireless on demand the costs, charges and expenses properly incurred by National Grid Wireless in so entering and relocating) where it has become necessary to temporarily move some or all of the Customer Equipment at the NGW Station (for example but without limitation for the purposes of essential maintenance or in an emergency), which may involve moving the affected Customer Equipment to another area of the NGW Station (in respect of which Customer may or may not have exclusive access), to another area adjacent to the NGW Station or to a different site, and in this scenario National Grid Wireless shall use its reasonable endeavours to ensure that the terms of Customer's access to and use of such Customer Equipment are equivalent to the terms set out in the Licence

during such temporary periods, although National Grid Wireless cannot guarantee that any Antenna coverage patterns will be the same.

- 4.7** National Grid Wireless shall not be liable for any failure or delay in performing any obligation pursuant to the Licence where such failure or delay is attributable to any Customer failure or delay in performing any Customer obligation hereunder.
- 4.8** National Grid Wireless shall not be liable for any loss or damage suffered or incurred by Customer arising from National Grid Wireless's delay in performing or failure to perform its obligations hereunder to the extent that and for so long as such delay or failure results from any cause or circumstance whatsoever beyond National Grid Wireless's reasonable control.
- 4.9** Except as otherwise expressly agreed in writing between the parties, each party shall be responsible for its own costs incurred in performing its obligations under the Licence.
- 4.10** The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in the Licence, nothing in the Licence shall constitute the parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.
- 4.11** The relevant Station Schedule may be updated and reissued by National Grid Wireless from time to time:
- (a) to account for any Change in Law or any other mandatory requirements imposed on National Grid Wireless, Customer or any third party by any Government Authority, in which event National Grid Wireless shall be entitled to update and reissue the Station Schedule unilaterally; and otherwise
 - (b) where agreed between the parties in writing.
- 4.12** Notices sent under the Licence shall be validly served if delivered by hand or sent by fax or registered post to the recipient party as follows:
- to Customer: using the address, contact details and fax number set out on the relevant Station Schedule from time to time;
- to National Grid Wireless:
- Wireless House, Warwick Technology Park, Heathcote Lane, Warwick, CV34 6DD
- Attention: Company Secretary
- Fax no: +44 (0)1926 416 026
- Any notice shall be treated as having been served on delivery if delivered by hand, 2 Business Days after despatch if sent by registered post and on confirmation of transmission if sent by facsimile.
- 4.13** The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Licence does not constitute, and shall

not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

- 4.14** If any term of the Licence is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Licence and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 4.15** Notwithstanding any other provision of the Licence, neither of the parties hereto shall be:
- (a) required to do anything in contravention of any Laws, Consents or other consents, approvals, licences, authorisations or permissions, or directions of any Government Authority; or
 - (b) required to refrain from doing anything the party is required to do under such Laws, Consents or other consents, approvals, licences, authorisations or permissions, or directions of any Government Authority; or
 - (c) liable to the other party for failing to do anything which if done would be in contravention of any such Laws, Consents or other consents, approvals, licences, authorisations or permissions, or directions of any Government Authority.
- 4.16** Provisions of the Licence which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.
- 4.17** The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by the Licence.
- 4.18** No person who is not a party to the Licence is granted or shall acquire any rights under it or be entitled to benefit from any of its terms, whether by virtue of the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 4.19** Save as expressly provided in Clause 4.11, no alteration to or variation of the Licence shall take effect unless and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.
- 4.20** The Licence may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 4.21** If there arises between the parties any dispute or disagreement regarding any technical issue of fact in connection with the Licence, either party may refer the matter to an independent expert for a decision. In the absence of agreement in writing between the parties as to the identity of the expert within thirty (30) days of either party's aforesaid notice, the expert shall be appointed by a nominee of the President of the Institution of Electrical Engineers. National Grid Wireless and Customer shall co-operate in providing to the expert such information as the expert reasonably requests to assist in his deliberations. National Grid Wireless and Customer shall (in the absence of manifest error) accept as final and binding the

decision of the expert. The costs of appointing the expert shall be borne equally by the parties unless the expert shall otherwise determine.

4.22 Any dispute or disagreement between the parties in connection with the Licence which is not covered under Clause 4.21 shall be referred to the English courts (insofar as the Licence relates to a NGW Station which is located in England and Wales) the Scottish Courts (insofar as the Licence relates to a NGW Station which is located in Scotland), or the courts of Northern Ireland (insofar as the Licence relates to a NGW Station which is located in Northern Ireland), and the parties hereby submit to the jurisdiction of such courts.

4.23 The Licence shall be governed by and construed in accordance with English law (insofar as the Licence relates to a NGW Station which is located in England and Wales), the law of Scotland (insofar as the Licence relates to a NGW Station which is located in Scotland) and the law of Northern Ireland (insofar as the Licence relates to a NGW Station which is located in Northern Ireland).

Schedule 6 Code of Practice

NGW's current Code of Practice (more particularly referenced below), which sets out the access regulations applied by NGW to visitors and users of its Stations, shall apply between National Grid Wireless and Customer unless otherwise agreed by the parties pursuant to the Change Control Procedure. Unless and until agreed through such Change Control Procedure, any amendments or changes made or proposed by National Grid Wireless to the Code of Practice from time to time shall not affect the obligations of the parties under this Agreement.

The parties furthermore agree that for the purposes of Section 3 of the Code of Practice ("Accredited Access Companies & Accredited Access Individuals") :

- (i) During the period between the Access Date and Station Switchover Date, any access to the Accommodation provided by National Grid Wireless to Customer will be under the control of the Principal Contractor appointed by the Customer.
- (ii) Any access to such Accommodation by any other third party subcontractors will be granted by the Principal Contractor, applying the CDM Regulations, provided always that the Principal Contractor shall be required to comply with the accreditation processes set out in the Code of Practice.
- (iii) Accordingly, to the extent that the Principal Contractor is an Accredited Access Individual or Accredited Access Company (as applicable, and as such terms are defined in the Code of Practice), any subcontractors employed by the Principal Contractor, whether individuals or corporates, shall not separately be required to comply with the accreditation processes set out in the Code of Practice.

A copy of the current Code of Practice entitled "Gateway – Access Regulations version 6.0" can be found at www.uk.nationalgridwireless.com/gateway.

Schedule 7 Risks

Part 1 - Standard Risks

<p>Any increase in core team hours driven by internal or external risk factors including such risks as the following (but not, for the avoidance of doubt, including any risk factors which are Exceptional Risks):</p> <ul style="list-style-type: none"> (i) Imperfect information and assumptions relating to site structure, building conditions, hazardous materials or design parameters; (ii) Delays in securing third party design acceptance and approvals; (iii) Additional design requirements for contingency items: Re-use of buildings, building structural works, design of new facilities; (iv) Delays, or additional design requirements resulting from planning conditions or environmental impact assessment requirements; (v) Supplier related issues resulting from complexity/technology, impact of specialist supplier resource constraints or supplier performance; or (vi) Industrial action by own workforce or suppliers' workforces.
<p>Any changes in wages or labour rates that are not covered by RPI.</p>
<p>Any changes due to commodity price movements for raw materials and demand driven price changes for the following materials:</p> <ul style="list-style-type: none"> (i) Major electrical equipment, LV and HV switchgear, Diesel generators, HVAC Equipment; (ii) Cable, Antennas and other RF manufactured items; (iii) Civil and structural materials and consumables.
<p>Any delays and additional costs associated with protracted planning processes, planning conditions and appeals, environmental impact assessments, landscaping and access conditions.</p>
<p>Any high winds restricting work at height or rain restricting Station access or building works (any inability to access site due to weather or natural disasters for a prolonged period shall be treated as a Force Majeure Event).</p>
<p>Any unanticipated soil stabilisation, slope stabilisation or reclamation works</p>
<p>Any unacceptable static and dynamic loading characteristics requiring Antenna re-design, Mast replacement or Mast strengthening works that are not anticipated.</p>
<p>Any hazardous materials encountered during the project which will require specialist removal and disposal including contaminated soil, in-building asbestos, asbestos in Antenna shrouds, PCBs, oil, beryllium.</p>
<p>Any permanent or temporary access roads and drainage works that may be required at NGW Stations.</p>
<p>Any unanticipated additional work to existing buildings or construction of new buildings to ensure suitability for re-use.</p>
<p>Any additional costs due to a compression of the work schedule resulting from one of the following events:</p> <ul style="list-style-type: none"> (i) Supplier and contractor performance;

(ii) Union and workforce issues;
(iii) Specialist resource and equipment constraints;
(iv) Incident/accident; or
(v) Informal change of existing working practices driven by outside influence or change of attitudes.
Any changes required to existing infrastructure that no longer meets technical, maintenance or performance requirements.
Any measured EMF levels at site requiring changes to the work sequence, schedule, execution methodology or exposure periods.
Any failure of existing infrastructure e.g. Antenna fire, structural collapse that requires changes to the execution sequence, timing or method.

Part 2 - Exceptional Risks

Any Change in Law.
Any act or omission of any Government Authority which is not a Change in Law.
Any other Force Majeure Event.
Any failure to obtain any Consent (National Grid Wireless having used reasonable endeavours to obtain such Consent, but this shall not imply any obligation on National Grid Wireless's part to exercise any code powers under the Telecommunications Act 1984 (as amended by the Communications Act 2003)).
Any change to the Switchover Timetable (but not including changes to the Switchover Timetable (i) arising as a direct result of a material breach of this Agreement by National Grid Wireless or (ii) requested by National Grid Wireless as a result of its failure to exercise reasonable care and skill).
Any change to the JPP Plan or failure to agree a revised JPP Plan in a timely manner.
Any failure to agree in a timely manner Transitional Arrangements with any affected party or any change to any Transitional Arrangements.
Any failure to agree any ADS in accordance with the JPP DSO Antenna design approval process by the relevant Target ADS Issue Date.
Deviations from the currently expected number of DTT Multiplex Services of 3 PSB Multiplex Services and 3 COM Multiplex Services.
The cessation of the National Grid Wireless AM radio platform.
The cessation of the National Grid Wireless FM radio platform.
Any delay, impediment or other act or omission of Customer (or any contractor employed by Customer) but only if and to the extent that such delay, impediment or other act or omission prevents or impedes the proper performance by National Grid Wireless of its obligations under this Agreement.
Any change to the current RBL solution.

Subject to Contract

Any cost or schedule change as a result of disruption to existing services (except for disruption arising as a direct result of a material breach of this Agreement by National Grid Wireless or by the failure of National Grid Wireless to exercise reasonable care and skill), including any cost or schedule changes required by third party NGW Station users in order to give their consent to relocation or reduced power working and also including where Multiplex Switchover does not occur on the Target Multiplex Switchover Date.

A prolonged and material deviation in long-term interest rates from levels pertaining in September 2005 which results in a need for National Grid Wireless to amend the Applicable WACC.

Schedule 8 Change Control Procedure

1 Principles

- 1.1 Where a Customer or National Grid Wireless wish to request a change to the provision of Network Access Facilities, a Customer may at any time request, and National Grid Wireless may at any time recommend (in each case a “**Change Request**”), such change in accordance with the Change Control Procedure as set out at paragraph 2 below.
- 1.2 Except in the case of a change implemented under paragraph 2.3.1 of this Schedule 8, no Change Request shall be binding on the parties unless the requirements of the Change Control Procedure have been satisfied in full.
- 1.3 Except in the case of a change implemented under paragraph 2.3.1 of this Schedule 8, until such time as a CCN is approved and executed by the relevant parties, in accordance with the Change Control Procedure, National Grid Wireless shall continue to provide Network Access as if the Change Request had not been made.
- 1.4 Any discussions which may take place between Customer and National Grid Wireless in connection with a request or recommendation before the authorisation of a resultant change shall be without prejudice to the rights of either party.
- 1.5 Subject to paragraph 1.6 below, both parties will:
 - 1.5.1 act reasonably in putting forward Change Requests, responding to Change Requests and generally in relation to the Change Control Procedure;
 - 1.5.2 not unreasonably withhold or delay approval of Change Requests;
 - 1.5.3 use reasonable endeavours to minimise costs in proposing changes to the Charges in connection with Change Requests; and
 - 1.5.4 be diligent in documenting and operating the Change Control Procedure.
- 1.6 Where a Change Request is for a Customer Significant Change, National Grid Wireless shall not be required to apply the provisions of paragraph 1.5 above in determining whether to approve such Change Request. However, in the event that National Grid Wireless approves a Change Request for a Customer Significant Change, National Grid Wireless shall thereafter be required to apply the provisions of paragraph 1.5 in respect of such Change Request.

2 Change Control Procedure

- 2.1 Discussion between Customer and National Grid Wireless concerning a change shall result in any one of the following:
 - 2.1.1 no further action being taken;
 - 2.1.2 a request to change the provision of Network Access by Customer; or
 - 2.1.3 a recommendation to change the provision of Network Access by National Grid Wireless.
- 2.2 Changes requested by Customer:

Where a written Change Request is received from a Customer, stating the reasons and supporting information for the Change Request, National Grid Wireless shall, unless otherwise agreed and subject to paragraph 3 below,

2.2.1 review the Change Request to ensure that it contains sufficient information to allow National Grid Wireless to fully evaluate the Customer's requirements; and

2.2.2 as soon as reasonably practical (and in the case of a Change Request, which is not a Multi-Party Change) in any event within 10 Business Days after receipt of sufficient information from the Customer, provide a feasibility report confirming the following information:

- (i) Summary of the Change Request
- (ii) Technical feasibility of the Change Request
- (iii) If possible, a budgetary assessment of likely impact upon the Charges or any other amounts payable under this Agreement, if any, of the change;
- (iv) The cost (if any) and likely timescales to carry out a detailed engineering assessment and preparation of a change control note ("**CCN**"),

(a "**Feasibility Report**"). Any costs for preparing Feasibility Reports shall be reasonable.

2.3 Changes recommended by National Grid Wireless:

2.3.1 Any change which National Grid Wireless believes is necessary:-

- (i) as a result of the occurrence of any Exceptional Risk;
- (ii) in order to meet the Switchover Timetable; or
- (iii) in relation to an Antenna which has been agreed under the Antenna Selection Process,

shall be treated in accordance with the procedure set out in this Schedule 8, except that National Grid Wireless shall be entitled to implement the relevant change even if a CCN has not been signed by both parties. For the avoidance of doubt, any change so implemented shall constitute a valid amendment to this Agreement. National Grid Wireless shall not be required to provide a Feasibility Report before implementing any change pursuant to this paragraph 2.3.1 but National Grid Wireless shall in any event, provide a CCN to the Customer in respect of such change in accordance with paragraph 2.6 below of this Schedule 8 and shall use all reasonable endeavours to agree such CCN with the Customer. If the Customer does not agree with the impact on the Charges or on any timelines (including, but not limited to, the amendment of any Target Access Date) of any Change implemented pursuant to this paragraph 2.3.1 and as set out in the relevant CCN, the Customer may refer the matter to the Expert in accordance with Clause 19.3.2 of this Agreement.

- 2.3.2 Where any change not covered by paragraph 2.3.1 of this Schedule 8 above is recommended by National Grid Wireless, National Grid Wireless shall provide a Feasibility Report to Customer confirming the information set out in paragraph 2.2.2(i)-(iv) of this Schedule 8 above.
- 2.4 For the avoidance of doubt, where a Feasibility Report prepared by National Grid Wireless pursuant either to paragraphs 2.2.2 or 2.3.2 of this Schedule 8 requires the engagement of any third party to undertake and provide any form of external report or analysis on any aspect of the Change Request (including, without limitation, any detailed engineering assessments) National Grid Wireless shall only engage such third party once a CCN has been signed by both parties. Where National Grid Wireless provides a Feasibility Report to the Customer, the Customer will review such Feasibility Report and within 10 Business Days elect to;
- 2.4.1 approve the Feasibility Report (including acceptance of costs if any, to prepare a CCN); or
- 2.4.2 reject the Feasibility Report.
- 2.5 Following the Customer's approval of the Feasibility Report, National Grid Wireless shall provide a detailed evaluation of the Change Request and submit a CCN to Customer within 20 Business Days of such approval.
- 2.6 Each CCN shall contain:
- 2.6.1 a sequential number allocated by National Grid Wireless;
- 2.6.2 the title of the change;
- 2.6.3 the originator and date of the request or recommendation for the change;
- 2.6.4 the stated reason for the Change Request;
- 2.6.5 full details of the Change Request;
- 2.6.6 the impact on the Charges or any other amounts payable under this Agreement, if any, of the Change Request;
- 2.6.7 any impact upon the Switchover Timetable as a result of the Change Request;
- 2.6.8 whether relief from compliance with any of the obligations of National Grid Wireless under the Agreement is necessary in order to enable National Grid Wireless to implement the change;
- 2.6.9 a detailed risk assessment in respect of the Change Request;
- 2.6.10 any regulatory consents, approvals or authorisations which are required in connection with the Change Request;
- 2.6.11 any variation required to be made to the Agreement in connection with the Change Request;
- 2.6.12 whether or not the change request is one which will require the agreement other affected parties (which may include other customers of National Grid Wireless) because for example it relates to shared infrastructure (a "**Multi-Party Change**");

- 2.6.13 the date of expiry of validity of the CCN; and
- 2.6.14 provision for signature by Customer and by National Grid Wireless.
- 2.7 For each CCN submitted, within the period of the validity of the CCN Customer shall evaluate the CCN and, as appropriate;
 - 2.7.1 request further information;
 - 2.7.2 approve the CCN; or
 - 2.7.3 notify National Grid Wireless of the rejection of the CCN.
- 2.8 If Customer approves the CCN, Customer shall arrange for two copies of the approved CCN to be signed by or on behalf of Customer and returned promptly to National Grid Wireless.
- 2.9 In the event of a Multi-Party Change, the parties shall approve the CCN in the same manner as before, but such CCN shall not be effective until National Grid Wireless notifies Customer in writing that all relevant parties have approved the Multi-Party Change in question.
- 2.10 Subject to paragraph 2.3 above, a CCN signed by both parties in accordance with this procedure shall constitute a valid amendment to this Agreement for the purposes of Clause 20.11.
- 2.11 The parties agree and acknowledge that they shall work together in good faith following the date of this Agreement, such work commencing at the project initiation/kick-off meeting (as set out under Schedule 9 (Reporting and Progress Review)), to agree and implement an appropriate mechanism and timetable for processing amendments to the Charges arising, prior to the Review, pursuant to the provisions of this Change Control Procedure.

3 Change Register

- 3.1 National Grid Wireless shall maintain during the Term a consolidated record of all Changes agreed in accordance with the Change Control Procedure (the "**Change Register**").
- 3.2 National Grid Wireless shall provide a copy of the Change Register to Customer on Customer's request.

4 Customer Significant Change

- 4.1 Any Change Request for a Customer Significant Change shall fall outside the provisions of this Schedule 8 and the Customer agrees and acknowledges that National Grid Wireless has the right (in its discretion) to reject any such Customer Significant Change. National Grid Wireless shall carry out a Feasibility Report to indicate whether a Change Request is a Customer Significant Change. In the event that, following completion of the Feasibility Report, the Customer (acting reasonably) disputes the findings of the Feasibility Report, the parties agree that such dispute will be resolved in accordance with the dispute resolution procedure set out at Clause 19.

4.2 The Customer agrees and acknowledges that in the event that a series of "connected" Change Requests are submitted to National Grid Wireless by the Customer such that the cumulative effect of those connected Change Requests would be to amount to a Customer Significant Change, National Grid Wireless shall be entitled to treat the connected Change Requests as a single Change Request and the provisions of paragraphs 4.1 and 4.3 of this Schedule 8 shall apply. A series of Change Requests shall be "connected" for these purposes if:

4.2.1 the object of such Change Requests is substantially the same but each individual Change Request relates only to a certain number of NGW Stations; or

4.2.2 the intention behind such Change Requests is a single Customer Significant Change such that it is not conceivable that any of such Change Requests would be submitted without all of the rest of such Change Requests.

In the event of a disagreement between the parties as to whether a series of Change Requests should be treated as a single Change Request pursuant to the provisions of this paragraph 4.2, the dispute will be resolved in accordance with the dispute resolution procedure set out at Clause 19.

4.3 Where National Grid Wireless agrees (in its discretion) to implement a Change Request notwithstanding that such Change Request constitutes a Customer Significant Change, the parties shall follow the Change Control Procedure as set out in this Schedule 8. For the avoidance of doubt, the Customer shall have the right at any time prior to approval and execution of a CCN to withdraw its Change Request for a Customer Significant Change and National Grid Wireless shall continue to provide Network Access as if such Change Request had not been made.

Schedule 9 Reporting and Progress Review

1 Reporting Process

Project initiation/Kick-off Meeting

- 1.1** Within three months of the Execution Date, National Grid Wireless will provide Customer with details of the project tracking, forecasting and reporting approach that it will employ to enable it to provide the reporting set out in paragraph 2 below to Customer at each progress review. National Grid Wireless and Customer will seek to agree the financial reporting approach to be employed in the period prior to the first progress review but in the absence of agreement National Grid Wireless shall specify the reporting to be employed, acting reasonably.
- 1.2** Within three months of the Execution Date, National Grid Wireless will hold a project initiation/kick off meeting with Customer. The purpose of this meeting will be to:
- (a) hold good faith discussions to determine an appropriate set of metrics (including in respect of build progress against the Switchover Timetable, deliverables and financial performance considerations (including in respect of Capital Expenditure)) against which National Grid Wireless shall subsequently provide regular, timely and appropriately detailed reports to Customer in accordance with the rest of this Schedule 9; and
 - (b) present to and share with Customer National Grid Wireless's proposed plans, timescales, methodology, choice of technology, proposed major vendors, and other relevant elements of the DSO network roll-out project and also to take relevant input/responses from Customer on the proposed plans.

Customer, acting reasonably, shall have the opportunity to recommend alternative approaches to those initially proposed by National Grid Wireless pursuant to paragraph 1.2(b) above if they are likely to minimise risk to the project, result in superior performance, or reduce costs. National Grid Wireless shall act reasonably and give due consideration to such recommendations.

2 Progress Reviews

- 2.1** At least quarterly National Grid Wireless shall provide (by such times as may be agreed between the parties) Customer with the following:
- (a) An update on the progress of the Switchover Programme, in terms of milestones achieved and any risks or issues that may impact the Switchover Programme timescales; and
 - (b) A report of progress against the metrics in respect of physical delivery as established in the project initiation/kick-off meeting.

Each quarter, National Grid Wireless shall also notify Customer of any new material trends, issues or risks regarding the Switchover Programme.

- 2.2** At least quarterly, National Grid Wireless shall provide (by such times as may be mutually agreed between the parties) to Customer the following:

- (a) A high level report of financial expenditure;
- (b) A forecast of predicted future Capital Expenditure and Commitments for the next 12 months;
- (c) An assessment of the level of the Uplift for Contingencies utilised to date; and
- (d) A forecast of predicted future Capital Expenditure through to DSO and the forecast Charges following DSO.

2.3 National Grid Wireless will provide such reasonable supporting information and explanation for the updates, reports, forecasts and assessments described in paragraphs 2.1 and 2.2 above.

2.4 Subject to paragraph 4 of Schedule 8(Change Control Procedure), when a project issue is raised (in relation to any milestone, performance or cost, and including without limitation in relation to any proposed use of the Uplift for Contingencies) Customer and National Grid Wireless, both acting reasonably, shall discuss alternative approaches so as to minimise risk to the Switchover Programme or improve performance or reduce costs. National Grid Wireless shall act reasonably and give due consideration to such alternatives. In this regard, the parties agree that their mutual objective is to minimise risk to the Switchover Programme, improve performance and reduce costs wherever possible.

Schedule 10 Review of Charges - Gain/Pain Share

- 1 Pursuant to Clause 10, National Grid Wireless shall undertake a review of the Capital Expenditure and Uplift for Contingencies elements of the Charges in accordance with the provisions of this Schedule 10 in order to compare:
 - 1.1 the level of actual capital expenditure employed in achieving DSO up to the date of completion of DSO in respect of Customer ("**Actual Capex**"); with
 - 1.2 the sum of:
 - 1.2.1 the Capital Expenditure as adjusted for RPI indexation ("**Revised Base Capex**"); plus
 - 1.2.2 the Uplift for Contingencies as adjusted for RPI indexation ("**Revised Uplift for Contingencies**"),such sum (known as the "**Revised Forecast Capex**" for the purposes of this Schedule).
 - 1.3 In the event that there have been any changes made pursuant to the Change Control Procedure prior to the Review which have either increased or decreased the Actual Capex, the net sum of any such increases or decreases shall be added onto both the Revised Base Capex and the Revised Forecast Capex figure prior to National Grid Wireless conducting the comparative calculation set out in this paragraph 1.
- 2 Independent audit of the Review:
 - 2.1 The parties agree and acknowledge that, following performance of the Review pursuant to paragraph 1 above, National Grid Wireless shall, at its own cost, be required to appoint an independent third party accountant (such person being a member of the Institute of Chartered Accountants in England and Wales) to audit and verify the Review undertaken in paragraph 1 above and to produce a report (the "**Independent Review Report**") detailing the results and conclusions of such audit and verification process.
 - 2.2 National Grid Wireless shall provide the Independent Review Report to the Customer as soon as reasonably practicable.
- 3 Following performance of the Review and completion of the independent audit of the Review (pursuant to paragraphs 1 and 2 respectively of this Schedule 10 above):
 - 3.1 If Actual Capex is more than the Revised Forecast Capex, the Charges shall be amended such that, from DSO or such other date as the parties agree is appropriate in light of the timing of the Review as determined under Clause 10.1, they are based on a level of capital expenditure which is equal to:
 - 3.1.1 Actual Capex; less
 - 3.1.2 Fifty per cent. (50%) of the differential between Actual Capex and Revised Forecast Capex,which will replace the charges in respect of Capital Expenditure and the Charges for Uplift for Contingencies.

3.2 If Actual Capex is less than the Revised Forecast Capex, the Charges shall be amended such that, from DSO or such other date as the parties agree is appropriate in light of the timing of the Review as determined under Clause 10.1, they are based on a level of capital expenditure which is equal to:

3.2.1 Revised Forecast Capex; less

3.2.2 Fifty per cent. (50%) of the differential between Revised Forecast Capex and Actual Capex,

which will replace the charges in respect of Capital Expenditure and the Charges for Uplift for Contingencies.

3.3 Any amendments to the Charges effected under this Schedule 10 shall reflect changes in DSO capital expenditure only. No other factors shall be taken into consideration when National Grid Wireless undertakes the calculations set out in paragraphs 1 and 2 above, other than any differences between forecast and actual timing of cash flow. Where the Review is completed after DSO (or such other date as the parties agree the Charges should be amended from as determined above) an appropriate adjustment to the Charges shall be made to reflect any difference between: (i) actual Charges invoiced between DSO (or such other date as referred to above) and the date of completion of the Review; and (ii) the amended Charges as determined under paragraph 3.1 or 3.2 above.

Schedule 11 Specification

1 Antennas, Feeders and Combining Equipment

1.1 PSB Multiplex Services:

1.1.1 From 2008 onwards (during the Switchover Programme on a Sub-Region by Sub-Region basis and after DSO at All NGW Stations), National Grid Wireless shall make Network Access available in respect of three (3) PSB Multiplex Services utilising shared or shareable Antenna Systems provided by National Grid Wireless at All NGW Stations on the following basis:

- Antenna pattern templates equivalent to the current analogue TV patterns are assumed to apply to all three (3) PSB Multiplex Services at All NGW Stations.
- The PSB Multiplex Services shall have the capability to use a reserve Antenna at the 30 NGW Stations which are specified as having reserve Antenna in paragraph 1 of Schedule 12 (Station Details).
- The type of channel combining unit at each NGW Station (i.e. single, dual or parallel) is specified in paragraph 1 of Schedule 12 (Station Details).
- Transmitter powers are as specified in the table in paragraph 2 of Schedule 12 (Station Details) and are based on the stated ERP.

1.1.2 COM Multiplex Services:

From 2008 onwards (during the Switchover Programme on a Sub-Region by Sub-Region basis and after DSO at the NGW Stations), National Grid Wireless shall make Network Access available for three (3) COM Multiplex Services utilising shared or shareable Antenna Systems provided by National Grid Wireless at the NGW Main Stations. The COM Multiplex Services shall have the capability to use a reserve Antenna at Type 1A Station sites. Transmitter powers for COM Multiplex Services are as specified in the table in paragraph 2 of Schedule 12 (Station Details) and are based on the stated ERP, provided that the relevant Antennas shall nonetheless have the capability to support such COM Multiplex Services at powers which are equivalent to those set out in the table in paragraph 2 of Schedule 12 (Station Details) for the PSB Multiplex Services and such capability shall not require or entail any increase in the Charges under this Agreement.

1.2 The Antenna gain information for NGW Relay Stations is set out in the table in paragraph 3 of Schedule 12 (Station Details). The calculated transmitter powers for Main Stations are set out in the table in paragraph 2 of Schedule 12 (Station Details).

1.3 For the purposes of enabling a Multiplex Service customer to connect their transmitter system to a shared Antenna System, National Grid Wireless shall provide a channel combiner system and the feeder(s) to the channel combiner system inputs from an Interface Point.

- 1.4** Prior to completion of DSO, National Grid Wireless shall provide Network Access on a regional basis in accordance with DigitalUK's network plan for digital Switchover.
- 1.5** The Customer acknowledges that National Grid Wireless has made no provision for any of the following:
- The replacement of RBL Antenna Systems with telecommunications or any other type of programme feeds.
 - Intermediate RBL link sites used to either re-generate or re-transmit the signal to any Station.
 - Satellite downlink back-up systems for RBL Antenna Systems.
 - Transmitters for power testing of Antenna and combiner units.

2 Provision of Network Access

- 2.1** National Grid Wireless shall provide Network Access at All NGW Stations as described in this Agreement. The provision of Network Access shall include access to the following (subject to the terms of this Agreement and the applicable Station Access Licence(s)):
- 2.1.1** Masts;
 - 2.1.2** Antenna Systems (including, for the avoidance of doubt, feeders and combining units);
 - 2.1.3** Buildings and/or cabins;
 - 2.1.4** Power systems (including, in relation to identified Stations' back-up power in the form of fixed generators);
 - 2.1.5** Existing RBLs at the NGW Main Stations and NGW Relay Stations;

National Grid Wireless shall monitor All NGW Stations in order to enable it to report service affecting incidents to the Customer which impact on Network Access Facilities.

- 2.2** The parties agree that where, in National Grid Wireless' absolute discretion, it is possible for National Grid Wireless to use existing Masts for the provision of Network Access, such Masts shall be used. Where, in National Grid Wireless' absolute opinion, the existing structure of an NGW Station requires strengthening or replacing to support the new high power DTT Antennas and feeders required, National Grid Wireless shall either: (i) carry out the necessary strengthening or replacing; or (ii) provide an additional structure for the purposes of relocating existing services thereby freeing capacity for the DTT Antenna.
- 2.3** The parties agree that where, in National Grid Wireless' absolute discretion, it is possible to use existing Antennas, such Antennas shall be used. Where, in National Grid Wireless' absolute opinion, the existing Antennas are not suitable for the provision of Network Access, National Grid Wireless shall provide a new Antenna. National Grid Wireless shall, in its absolute discretion, select the new Antenna from a range of Antenna designs and configurations produced by National Grid Wireless depending on the requirements of the NGW Station. In all cases the Antenna will be designed to meet the radiation pattern requirements specified within the JPP Plan.

- 2.4** Where National Grid Wireless, in its absolute discretion, considers it is necessary, new (and existing) Antenna Systems may be reviewed by National Grid Wireless following the publication of any new version of the JPP Plan. All new Antenna designs are subject to securing JPP approval prior to finalising the design and National Grid Wireless progressing with the Antenna build.
- 2.5** The Customer acknowledges that any requests by the Customer for the provision of Network Access which require changes to be made to this Specification or which require a different form of temporary solution during Customer Equipment installation are likely to: (i) constitute a departure from the most efficient means of achieving Switchover; and (ii) may result in an increase being made to the Charges set out in Schedule 13 (Charges). The Customer acknowledges that any such changes to this Specification (and any consequent amendments to the Charges) shall only be made pursuant to the provisions of Clause 11 and Schedule 8 (Change Control Procedure).

3 Transitional Arrangements

- 3.1** The Customer agrees and acknowledges that the Switchover Programme will have an impact on the current analogue and low power DTT services and other services transmitted from the affected Stations. For each Station there are two distinct phases where there is likely to be a change to the radiation characteristics of the existing services. These are described in more detail below:

3.1.1 Impact on existing services during the new high power DTT Antenna construction

National Grid Wireless shall schedule Antenna construction to take place during the “build season”. The “build season” is the time of the year when it can be reasonably expected that there will be prevailing good weather, generally between March and September (although this will depend on the geographic location of the Station). National Grid Wireless shall schedule Antenna construction to take place approximately two (2) years prior to the relevant Target Access Date. However if the expected duration of the Antenna construction exceeds one build season, the parties agree that the commencement date shall be adjusted to be correspondingly earlier. The Customer acknowledges that during the Antenna construction period the existing services may be disrupted whilst new Antennas are being installed in place of the existing Antennas. The Customer agrees and acknowledges that: (i) it may be necessary for existing services to operate in certain abnormal configurations; and (ii) it may be necessary for there to be switching between the existing, temporary, and new systems.

Once the new Antenna System has been installed and commissioned satisfactorily National Grid Wireless shall make the new Antenna System ready for use by the existing analogue services and/or the low power DTT services. The Customer acknowledges that as these are new Antennas designed ultimately for high power DTT Multiplex Services and which are used in the interim by the existing services, there will be changes to the radiation characteristics (i.e. gain, horizontal and vertical radiation patterns etc) compared to the current system.

3.1.2 Impact on existing services during Customer Equipment installation

On a number of NGW Stations, National Grid Wireless shall make use of the existing buildings to accommodate new high power DTT Equipment. In order to do this, National Grid Wireless shall clear the relevant buildings of existing equipment and modify them in order to install the new high power DTT transmission equipment with minimum disruption to the existing services.

The Charges include the cost of provision by National Grid Wireless of a number of transportable containerised transmitters (and CCUs where required) which can be transported between Stations and Regions in order to provide continuity for existing services. The Customer agrees and acknowledges that during periods in which the transportable transmitters are used to provide the continuity for the existing services, such services may need to operate under reduced power.

- 3.2** The parties agree and acknowledge that they shall each act in good faith in seeking to agree any transitional arrangements which might reasonably be required during the Switchover Programme in respect of the provision of Managed Transmission Services to the British Broadcasting Corporation.

4 Antenna Systems - General

- 4.1** The Antenna facilities provided by National Grid Wireless shall include the following:

4.1.1 A main Antenna or Antennas such that each of the three PSB and three COM multiplexes can be radiated with a radiation pattern in accordance with the JPP Plan;

4.1.2 A reserve Antenna or Antennas, at the Stations identified as having such in paragraph 1 of Schedule 12 (Station Details), which will be able to radiate all of the relevant Multiplex Services in the event that the main Antenna is unavailable because of an equipment fault or planned work. At those Stations which are not identified as having a reserve Antenna in paragraph 1 of Schedule 12 (Station Details), the Antenna facilities may include the capability to install a temporary reserve Antenna in the event that the main Antenna fails or is taken out of service. The Customer acknowledges that some Stations may not have the specific Antenna facilities for a reserve Antenna;

4.1.3 The Equipment required to combine multiple Customer Output Signals into a shared Antenna, a Channel Combining Unit (“**CCU**”) appropriate to the design of the NGW Station;

4.1.4 An Interface Point from which the Customer Output Signals are carried to the CCUs.

4.1.5 Interconnections between the CCU and the Antenna;

4.1.6 Signal quality monitoring facilities at the output of the CCU, providing a representative sample of the radiated signal for that Antenna System. Part of this sample is fed back to the relevant Interface Point; and

- 4.1.7 At NGW Stations where it is stated as being provided, an Antenna interlock circuit indicating that the Antenna is ready to accept power from the Customer Equipment. Where the Antenna interlock circuit is provided, the Customer shall ensure that the Customer Equipment is connected to the Antenna interlock circuit in such a manner as to ensure that there is no power output from the Customer Equipment when the circuit is broken.

5 Channel Combining Units

5.1 DTT spectrum offsets

In designing the CCUs and filters to which the Customer will be granted access under this Agreement, National Grid Wireless have assumed that high power DTT signals are to be broadcast in channels based on 8 MHz wide UHF channels and will comprise a signal of 7.6 MHz bandwidth. Additionally, National Grid Wireless has assumed that the centre frequency of the digital signal may be offset by plus or minus 167 kHz from the centre of the 8 MHz channel ("Offset"). The Customer acknowledges that the design of the CCUs and filters may be impacted, in the event that Ofcom either: (i) disallows Offsets; or (ii) permits Offsets on different terms.

5.2 Isolation between inputs

The CCUs will provide a specified level of isolation between the inputs. The specified level of isolation will normally be a minimum of 30dB. There will be a residual level of power fed back from the Multiplex Services other than the Multiplex which share the Antenna System, and under fault conditions this may increase. The Customer shall ensure it has operational procedures that recognise this and the associated hazards.

5.3 Minimum Attenuation (or Filtering) provided within the CCU

National Grid Wireless shall install CCUs which achieve the level of passband filtering for out-of-band emissions as specified below. This level of stopband attenuation passband filtering was the result of early discussions with Ofcom and does not achieve the full ETSI filter specifications. The Customer acknowledges that further discussions are under way between National Grid Wireless and Ofcom, which may result in Ofcom requiring National Grid Wireless to make a change to the filtering requirements. The Customer, further acknowledges that any change will impact on the total system design and will require Ofcom approval. Generally, for NGW Stations where the ERP is greater than 1kW, National Grid Wireless shall provide attenuation in accordance with stopband Code A. National Grid Wireless shall relax the attenuation proportionately for NGW Stations where the ERP is less than 1000 watts, down to 100 watts, in which case Stopband Code Bx (where x = 0 to 9) will be utilised. National Grid Wireless shall only provide Stopband Code C for Channel 21 multiplexes, and only where the ERP is greater than 1kW.

For NGW Stations where the ERP is less than 100 watts, the Customer acknowledges that National Grid Wireless shall not be required to provide filtering within the CCU. National Grid Wireless may use non-selective combining at these low power NGW Stations; however, where selective (or filtered) CCU are utilised some filtering will be provided. National Grid Wireless shall ensure the provision of attenuation and group delay data to the Customer when the equipment is available. The Customer shall remain responsible for ensuring that any applicable spectrum

mask is met in respect of the radio frequency emissions from the Antenna which relate to the relevant Customer Output Signals.

5.4 Stopband Attenuation

The CCU must provide attenuation to any components of the input signals that are at frequencies outside the specified passband. The required attenuation is indicated by the code given in the Station Schedule details and is as follows:

5.4.1 Stopband Code A:

(Generally used for Stations where ERP > 1 kW)

At frequencies + or – 6MHz from the centre frequency: 18 dB

At frequencies + or – 12MHz or more from the centre frequency: 43 dB

5.4.2 Stopband Code B:

A single digit, in the range 0 to 9, will follow code B. Use this as “x” in the formula below.

At frequencies + or – 6MHz from the centre frequency: (8 + x) dB

At frequencies + or – 12MHz or more from the centre frequency: (33 + x) dB

5.4.3 Stopband Code C:

(“Critical Mask” for special cases)

At frequencies + or – 6MHz from the centre frequency: 28 dB

At frequencies + or – 12MHz or more from the centre frequency: 53 dB

5.4.4 Stopband Code D:

(Generally used for NGW Stations where ERP < 100 W)

For these NGW Stations, stopband filtering will not be provided.

6 Interface Point

6.1 The Customer shall ensure its systems interface with the Facilities provided by National Grid Wireless. The Station Schedule will set out details for each NGW Station. The Station Schedule will also specify the permitted Customer Output Signal parameters for each NGW Station.

6.2 National Grid Wireless shall provide the Interface Point in accordance with the following:

6.2.1 Type 1a and 1b NGW Stations

The standard position for the Interface Point is at high level, one metre inside the Customer Accommodation. Where there are two inputs to an Antenna System which is implemented as two halves, the two inputs shall be fed in phase with equal power. Feeders will be clearly labelled such that they identify the relevant channel number, Multiplex Service and main or reserve.

6.2.2 Type 2 NGW Stations

National Grid Wireless shall provide an Interface Point within the Customer rack space. Where there are two inputs to an Antenna which is implemented as two halves, the two inputs shall be fed in phase with equal power. Feeders will be clearly labelled such that they identify the relevant channel number, Multiplex Service and main or reserve.

6.2.3 Type 3 NGW Stations

National Grid Wireless shall provide an Interface Point at the output connector of the Customer Equipment. Feeders will be clearly labelled such that they identify the relevant channel number and Multiplex Service.

6.2.4 Type 4 NGW Stations

National Grid Wireless shall provide an Interface Point at the output connector of the Customer Equipment. Feeders will be clearly labelled such that they identify the relevant channel number and Multiplex Service.

6.3 Connector type

The connector type to be provided by National Grid Wireless shall be dependent on the nominal transmitter power for the Multiplex, and shall be one of the following:

- N (female)
- 7-16 (female)
- 7/8" IEC flange (female)
- 1 5/8" IEC flange (female)
- 3 1/8" IEC flange (female)

The type of connector employed will be stated in the relevant Station Schedule.

6.4 Feeder type

Normal practice would be to use foam-filled semi-flexible feeders appropriate for the power. The highest powers may require the use of air-spaced semi-flexible feeders or rigid feeders. Feeders on the Customer side of the Interface Point shall not rely on the Interface Point for mechanical support.

6.5 Feeder pressurisation

Air spaced feeders or rigid feeders will not be pressurised where the entire length is in an indoor environment of reasonably uniform temperature. However, where they are outdoors, such as passing between buildings, they will be pressurised with dry air by National Grid Wireless.

6.6 Isolation of feeders

Where indicated, National Grid Wireless shall provide a facility to isolate the Customer Equipment and interconnecting feeder from the CCU. This is provided for the safety of National Grid Wireless' personnel when working on the Antenna System.

At Type 1a, and at some Type 1b NGW Stations, this facility will usually take the form of a U-link which is located close to the CCU and is under the control of National Grid Wireless. At other Stations the cable will be disconnected from the

CCU. The method of isolation will be stated in the relevant Station Schedule. If the Customer requires its feeder cable to be isolated from the CCU when working on its own Equipment, National Grid Wireless shall provide this service under the applicable terms set out in Schedule 14 (Supervision) for National Grid Wireless attendance at the NGW Station.

7 Antenna Interconnections

- 7.1** CCU to Antenna interconnections shall be provided by National Grid Wireless. These interconnections may include U-link patching facilities to enable the main CCU to feed the reserve Antenna and the reserve CCU to feed the main Antenna. The Customer acknowledges that when the main CCU feeds the reserve Antenna, there may be a resultant change to the maximum power that the system can accept from Customer Equipment. The system ERP and radiation pattern may also change.
- 7.2** National Grid Wireless anticipates that the requirement to operate the system in this cross-patched configuration will arise only occasionally in the case of a fault or major works on the Antenna or Mast. The existence of these cross-patching facilities will be stated in the relevant Station Schedule.

8 Signal Quality Monitoring Facilities

- 8.1** National Grid Wireless shall install a directional coupler at the base of the main feeder to each Antenna or half Antenna, after all CCU or filters which could introduce any distortion of the signal.
- 8.2** The output from this coupler will be split and distributed via a coaxial cable to the Customer. The feed will be presented at a type 'N' female connector at the relevant Interface Point.
- 8.3** The Customer agrees and acknowledges that:
 - 8.3.1** In addition to the Multiplex, the monitoring feed will carry samples of any other Multiplex Service which shares the Antenna System;
 - 8.3.2** Any Multiplex Service which does not share the same Antenna System will not be present on the monitoring feed;
 - 8.3.3** One feed will be provided from an Antenna System, even if that Antenna System comprises one or more CCUs or main feeder cables to the Antenna. The feed provided will represent the total signal as radiated in the main beam of the Antenna;
 - 8.3.4** Where there are main and permanent reserve Antenna Systems, a separate monitoring feed will be provided from each Antenna System; and
 - 8.3.5** The RF level at the Interface Point will be at least -10 dBm and not greater than $+10$ dBm in 50 ohms.

9 Antenna Interlock Circuit

- 9.1** The interlock circuit associated with each Antenna System is intended to indicate that the system is ready to accept power from Customer. The interlock circuit will provide a normally closed circuit, isolated from ground. It will become open circuit in

the event that the system is unavailable. The reason for this may include (without limitation):

- 9.1.1 Open U-links for system isolation;
 - 9.1.2 Operation of main to reserve switching or half Antenna switching is taking place;
 - 9.1.3 Detection of a fault by automatic Antenna monitoring equipment;
 - 9.1.4 Fire alarms; and/or
 - 9.1.5 Other circumstances as required by National Grid Wireless.
- 9.2 The automatic Antenna monitoring equipment described in paragraph 9.1.3 above has traditionally been included on high power broadcast Antennas to prevent damage caused by a transmitter continuing to power into a faulty Antenna.
- 9.3 The status of the automatic equipment in the Antenna interlock circuit is remotely monitored at the National Grid Wireless service monitoring centre.
- 9.4 The Customer shall ensure that no voltages greater than 24 volts are applied to the interlock circuit, and that the maximum current available in the event of a short circuit to ground is 500 milliamperes.
- 9.5 In the event that the interlock goes open circuit, the Customer shall ensure that the output from any transmitter connected to the associated Antenna System should be removed and disabled within 100 milliseconds.

10 Accommodation and Structures

10.1 National Grid Wireless shall provide suitable Accommodation at the NGW Stations for the Customer's installation of the Customer Equipment. The nature of the Accommodation provided will be dependent on the size of each NGW Station. The parties acknowledge that all costs associated with the provision of such suitable Accommodation are included in the Charges save where any specific requirements requested by the Customer pursuant to the Change Control Procedure require a departure from, or additions to, such suitable Accommodation.

10.2 All NGW Stations have been categorised into one of the following types:

NGW Station Description		Number of NGW Stations
Type 1A	See table in paragraph 1, Part 1, Schedule 12 (Station Details) (e.g. Main DTT Sites (incl. Bressay and Torosay))	29
Type 1B	See table in paragraph 1, Part 1, Schedule 12 (Station Details) (e.g. Existing non-main DTT)	22
Type 2	See table in paragraph 1, Part 2, Schedule 12 (Station Details) (e.g. Sites with existing BBC1 analogue transmitter power), >50 Watts (No existing DTT)	31

NGW Station Description		Number of NGW Stations
Type 3	See table in paragraph 1, Part 2, Schedule 12 (Station Details) (e.g. Sites with existing BBC1 analogue transmitter power), >where 10W <=Tx Power <=50 W (No existing DTT))	218
Type 4	See table in paragraph 1, Part 2, Schedule 12 (Station Details) (e.g. Sites with existing BBC1 analogue transmitter power), < 10 Watts (No existing DTT)	277
	Total	577

10.3 Type 1A & 1B National Grid Wireless TV Stations: Customer Accommodation

- 10.3.1** At NGW Stations categorised as either Type 1A or 1B above, National Grid Wireless shall provide the Customer with secure, segregated Customer Accommodation to which the Customer has independent access. National Grid Wireless provides Customer Accommodation at Type 1B Stations and at some Type 1A Stations on the assumption that there shall be a maximum of two (2) Network Access customers requiring Network Access in respect of PSB Multiplex Services and COM Multiplex Services.
- 10.3.2** National Grid Wireless shall install fire and intruder detection sensors within the Customer Accommodation and shall carry out fire stopping between the Customer Accommodation and adjacent areas once the installation of the Customer's own Customer Equipment is complete.
- 10.3.3** Further details of the Accommodation, and its specification, to be provided by National Grid Wireless to Customer in respect of Type 1A and 1B NGW Stations is set out in Appendix A to this Schedule 11.

10.4 Types 2, 3 and 4 National Grid Wireless TV Stations: Shared Access

At NGW Stations categorised as either Types 2, 3 or 4 above, National Grid Wireless shall provide the Customer with Accommodation that adapts, where practicable, existing buildings on such NGW Stations. The Customer acknowledges that at many of these Stations provision of exclusive Customer Accommodation areas will not be possible and in these cases Accommodation will be shared between Network Access customers.

Further details of the Accommodation, and its specification, to be provided by National Grid Wireless to Customer in respect of Types 2, 3 and 4 NGW Stations is set out in Appendix A to this Schedule 11.

10.5 Civil works for accommodation access

Civil/construction works (including but not limited to the provision of ventilation openings, heat-exchanger bases, underground ducts and cable entries) on All NGW Stations shall be the responsibility of National Grid Wireless.

11 Power Equipment

- 11.1** Low voltage electricity supplies, derived from each of NGW Station's mains feed, will be provided by National Grid Wireless to the Customer's accommodation located on that NGW Station.
- 11.2** National Grid Wireless shall provide standby diesel generation at the Main Stations. The standby supplies provided will maintain the Normal Load Capacity required by the Customer.
- 11.3** National Grid Wireless shall provide separate electricity metering for the Customer at the high power and medium power NGW Stations (i.e. NGW Stations above 200W transmitter power).
- 11.4** The power system infrastructure provided by National Grid Wireless will be site-specific but will generally fall within one of the categories detailed below. National Grid Wireless can further enhance the power system by the provision of transportable or permanent standby generation.
- 11.4.1 Type P1** - The Customer Equipment will be provided with two fully rated power feeds derived from two independent supplies to the relevant NGW Station.
- 11.4.2 Type P2** – The Customer Equipment will be provided with two fully rated power feeds derived from a single supply to the relevant NGW Station.
- 11.4.3 Type P3** – The Customer Equipment will be provided with a single power feed derived from a single supply to the relevant NGW Station.

Schedule 12 (Station Details) sets out the power system type at each of the NGW Stations.

- 11.5** To facilitate simultaneous operation of main and reserve equipment (e.g. during routine maintenance), the power system infrastructure provided on each NGW Station by National Grid Wireless will contain a combined electrical supply capacity to the digital television systems capable of sustaining a maximum of 133% of the normal load. (Power consumption calculations assume no worse than 10% transmitter system efficiency).

Appendix A - Specification Deliverables

Item	Specification Deliverable	Type 1A		Type 1B (plus Douglas, Kendal, Skriaig and Londonderry)		Type 2 (minus Douglas, Kendal, Skriaig and Londonderry)	Type 3	Type 4
		Primary Requirement Date: Required by Relevant Target Access Date	Secondary Requirement Date: Required 3 months prior to Target First Switchover date	Primary Requirement Date: Required by relevant Target Access Date	Secondary Requirement Date: Required 3 months prior to Target First Switchover date	Required by relevant Target Access Date	Required by relevant Target Access Date	Required by relevant Target Access Date
1	Accommodation							
1.1	A clean room suitable for accommodating all Customer Equipment and Customer's MTS requirements.	✓	x	✓	x	✓	✓	N/A
1.2	Secure and exclusive Customer Accommodation.	✓	x	✓	x	x	x	x
1.3	Secure Accommodation (i.e. door/s with the appropriate security locks with independent access), or Accommodation for rack mounted equipment. This would either be in a new cabin installed on site, a new rack installed in the existing cabin or space in an existing rack (exact requirements with dimensions to be defined beforehand).	x	x	x	x	✓	✓	✓
1.4	Unrestricted access to the NGW Station and to the Accommodation utilised by the Customer for Customer personnel and their sub-contractors (subject to the provisions of Schedule 6 (NGW Code of Practice) and Schedule 14 (Supervision)).	✓	x	✓	x	✓	✓	✓
1.5	Any building ventilation openings, heat exchanger bases, underground ducts and cable entries required by Customer in their exclusive Customer Accommodation	✓	x	✓	x	N/A	N/A	N/A

	(as will have been defined and agreed previously).							
1.6	Any building or, where relevant, cabin ventilation openings, heat exchanger bases, underground ducts and cable entries in the Accommodation utilised by Customer (as will have been defined and agreed previously).	N/A	N/A	N/A	N/A	✓	✓	✓
2	Electricity							
2.1	Availability of the 1 st LV electricity power supply (the A supply) with the appropriate isolators to feed Customer Equipment, but not including access to the generator back-up feed. The capacity of the A supply will have been previously defined by the Customer.	✓	x	✓	x	x	x	x
2.2	Domestic services, lighting and power sockets.	✓	x	✓	x	✓	✓	✓
2.3	Availability (where provided) of the 2 nd LV electricity power supply (the B supply) with the appropriate isolators to feed Customer Equipment and access to the generator back-up feed.	x	✓	x	✓	x	x	x
2.4	Electricity metering in place for the A and (where provided) B supplies.	x	✓	x	✓	N/A	N/A	N/A
2.5	Single phase mains distribution board with appropriate breakers to feed all transmission equipment for three (3) Multiplex Services.	N/A	N/A	N/A	N/A	✓	✓	✓
3	Planning							
3.1	All necessary planning permissions to be in place for Customer's MTS requirements (it being assumed that any planning consents or decisions associated with the provision of Network Access will have been previously obtained by National Grid Wireless).	✓	x	✓	x	✓	✓	✓
4	Distribution							
4.1	Provision of Accommodation for programme distribution and connectivity equipment from a single nominated distribution telecom service provider and (where required and agreed between the parties pursuant to the Change Control Procedure) additional Accommodation for any further distribution service providers.	✓	x	✓	x	✓	x	x

4.2	Provide all necessary cross-site cable trenching and ducting for telecoms distribution cabling.	✓	x	✓	x	✓	x	x
4.3	Provide unrestricted and independent access to Customer and its nominated distribution telecom service provider for access to the NGW Station and the Accommodation for the provision of distribution services (subject to the provisions of Schedule 6 (NGW Code of Practice) and Schedule 14 (Supervision)).	✓	x	✓	x	✓	✓	✓
4.4	Provide physical space and unrestricted access to the Station for the installation of satellite antenna(e) (subject to the provisions of Schedule 6 (NGW Code of Practice) and Schedule 14 (Supervision)).	✓	x	✓	x	✓	✓	✓
5	Welfare Accommodation							
5.1	Provide access to welfare accommodation (where available)	✓	x	✓	x	N/A	N/A	N/A
6	Access to feeders and cables							
6.1	Access to the Antenna/CU interconnecting feeders i.e. the feeders that will connect the Customer's MTS transmitters to the channel combining units and ultimately the Antenna. These will usually comprise of two (2) feeders for each transmitter of the appropriate size (as agreed previously) terminated approximately one (1) metre inside the relevant Accommodation utilised by the Customer (i.e. normally defined as the antenna interface point between Network Access and the MTS provider). The 2 feeders would be phased and terminated in the appropriate connectors. Where dual 2 feeders are provided these would be phased and terminated in the appropriate connectors.	x	✓	x	✓	✓	✓	✓
6.2	As 6.1 above for the signal quality monitoring cables.	x	✓	x	✓	✓	✓	✓
6.3	As 6.1 above for the antenna interlock circuit cables.	x	✓	x	✓	✓	✓	✓
6.4	As 6.1 above for the antenna monitoring and protection cables.	x	✓	x	✓	✓	✓	✓
7	Access to Antenna and RBL systems							

7.1	Access to the main and (where applicable) reserve DSO Antenna Systems provided by National Grid Wireless including channel combining units to enable power testing to take place as is reasonably required provided that such testing does not cause any detriment to existing services (except where previously agreed with the recipients of such existing services).	x	✓	x	✓	✓	✓	✓
7.2	Access to the RBL antenna system feeds (where available) for the off-air back-up services of the Multiplex. Feeders to terminate approximately one (1) metre inside the Accommodation utilised by the Customer.	x	✓	x	✓	x	x	x
7.3	Access to the RBL Antenna System/s (including feeders/splitters/head-amps etc), via the "antenna interface panel".	x	✓	x	✓	✓	✓	✓
8	Fire and Intruder systems							
8.1	Access to the fire and intruder detection sensors provided by National Grid Wireless in the Accommodation utilised by the Customer (where appropriate and agreed).	x	✓	x	✓	✓	✓	✓
8.2	Installation of fire stopping systems between the Accommodation utilised by the Customer and any adjacent areas to be provided by the Analogue Switch-Off Date.	x	✓	x	✓	x	x	x
9	Testing and Monitoring							
9.1	Arrange power test of the whole of the new DSO antenna system (including feeders and combiners) with final DTT transmitter powers. The tests could be carried at an agreed time when all the Customer transmission equipment, and transmission equipment of any other MTS customer, is in place and capable of being powered into antenna. The parties agree and acknowledge that further discussion will be required on the timing of these tests but they should be scheduled as such that if there is a problem with any of the antenna components, there is sufficient time to fix any faults.	✓	x	✓	x	✓	✓	✓
9.2	Provide network access monitoring and demonstrate that the Station is capable of reporting service affecting	x	✓	x	✓	✓	✓	✓

	incidents to the National Grid Wireless control centre.							
10	“Snagging” and Station acceptance							
10.1	Complete all “snagging” in respect of the relevant Specification Deliverables by no later than two (2) weeks following the relevant Primary Requirement Date, the Secondary Requirement Date or the Target Access Date (as applicable at that NGW Station to the relevant Specification Deliverable set out in this Appendix A).	✓	✓	✓	✓	✓	✓	✓
10.2	Complete Station acceptance of the appropriate common Facilities from the Network Access provider by no later than three (3) weeks following the relevant Primary Requirement Date, the Secondary Requirement Date or the Target Access Date (as applicable at that NGW Station to the relevant Specification Deliverable set out in this Appendix A).	✓	✓	✓	✓	✓	✓	✓
10.3	Complete Station acceptance to the MTS room by no later than three (3) weeks following the relevant Primary Requirement Date.	✓	x	✓	x	N/A	N/A	N/A
10.4	Carry out and provide the appropriate Station acceptance documentation for the network access elements, including (but not limited) to the following: (i) Antenna acceptance documents; (ii) Channel Combining Unit measurements and acceptance; and (iii) LV Board commissioning and acceptance measurements by no later than three (3) weeks following the Secondary Requirement Date or Target Access Date (as applicable at that NGW Station to the relevant Specification Deliverable set out in this Appendix A). The parties agree and acknowledge that this documentation will need to be defined and agreed by no later than the last day of 2007.	x	✓	x	✓	✓	✓	✓

Schedule 12 Station Details

1 All NGW Stations

The following table constitutes a list of All NGW Stations (including the Information and Access Timetable and summarised combiner, reserve antenna and power information in respect of each NGW Station) to which this Agreement applies.

The NGW Stations have been categorised into the relevant NGW Station type in accordance with the table set out at paragraph 10.2 of Schedule 11 (Specification).

Site Identification Details and Site Type						Information and Access Timetable							Combiner Unit	Reserve Antenna	Power Supply
NGW Site Reference Number	Station No.	TLA	Site Name	DSO Region	NGW Station type	Planned ACP Issue Date (as at 17/05/07)	Target ADP issue Date (as at 17/05/07)	Target ADS Issue Date (as at 17/05/07)	Target Access Date (months prior to Target First Switchover Date)	Target First Switchover Date (as at date of this Agreement)	MTS1 Date	Months from MTS1 Date to Target First Switchover Date			
813704	137.04	ASE	AINSTABLE	01 Border	Type 3	04-Jul-06			3	Jun-09	15-Jun-2007	24	single	no	P3
810345	103.45	CHM	CONISTON HIGH MAN	01 Border	Type 3	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813746	137.46	CYR	CROSBY RAVENSWORTH	01 Border	Type 4	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813731	137.31	DEN	DENTDALE	01 Border	Type 3	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813710	137.10	DG	DOUGLAS	01 Border	Type 2	14-Nov-06	01-Jan-07	17-Mar-07	6	Jun-09	15-Jun-2007	24	parallel	no	P2
813760	137.60	FOX	FOXDALE	01 Border	Type 4	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813764	137.64	GYE	GLENMAYE	01 Border	Type 4	25-Aug-06			3	Jun-09	15-Jun-2007	24	single	no	P3
813705	137.05	HSL	HALTWHISTLE	01 Border	Type 2	16-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P2
810350	103.50	HWH	HAWKSHEAD	01 Border	Type 3	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813763	137.63	JBY	JURBY	01 Border	Type 3	14-Oct-06	01-Nov-06	17-Dec-06	3	Jun-09	15-Jun-2007	24	single	no	P3
810336	103.36	KL	KENDAL	01 Border	Type 2	30-Aug-06			6	Jun-09	30-Jun-2007	23	single	no	P2
810361	103.61	KFL	KENDAL FELL	01 Border	Type 4	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813756	137.56	KMH	KIMMERAGH	01 Border	Type 3	25-Aug-06			3	Jun-09	15-Jun-2007	24	single	no	P3

Site Identification Details and Site Type						Information and Access Timetable							Combiner Unit	Reserve Antenna	Power Supply
NGW Site Reference Number	Station No.	TLA	Site Name	DSO Region	NGW Station type	Planned ACP Issue Date (as at 17/05/07)	Target ADP issue Date (as at 17/05/07)	Target ADS Issue Date (as at 17/05/07)	Target Access Date (months prior to Target First Switchover Date)	Target First Switchover Date (as at date of this Agreement)	MTS1 Date	Months from MTS1 Date to Target First Switchover Date			
813724	137.24	KIR	KIRKCUDBRIGHT	01 Border	Type 4	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813714	137.14	LBA	LAXEY	01 Border	Type 3	25-Aug-06			3	Jun-09	15-Jun-2007	24	single	no	P3
813750	137.50	MHP	MILLTHROP	01 Border	Type 4	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
813712	137.12	PSM	PORT ST. MARY	01 Border	Type 3	25-Aug-06			3	Jun-09	15-Jun-2007	24	single	no	P3
813767	137.67	RMY	RAMSEY (ALBERT TOWER)	01 Border	Type 3	14-Aug-06	01-Oct-06	17-Dec-06	3	Jun-09	15-Jun-2007	24	single	no	P3
813732	137.32	UMS	UNION MILLS	01 Border	Type 4	16-Feb-06			3	Jun-09	15-Jun-2007	24	single	no	P3
810338	103.38	WJT	WINDERMERE	01 Border	Type 3	14-Feb-07			3	Jun-09	15-Jun-2007	24	single	no	P3
814121	141.21	ALV	ALVERTON (PENZANCE)	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813226	132.26	BIN	BINCOMBE HILL	02 West Country	Type 4	14-Feb-07			3	May-09	17-Aug-2007	21	single	no	P3
813810	138.10	BFO	BRUSHFORD	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813809	138.09	CGF	CHAGFORD	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813218	132.18	CDT	CREDITON	02 West Country	Type 3	14-Feb-07			3	May-09	17-Aug-2007	21	single	no	P3
814113	141.13	GLV	GULVAL	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
814103	141.03	HHS	HELSTON	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813227	132.27	HON	HONITON	02 West Country	Type 4	14-Feb-07			3	May-09	17-Aug-2007	21	single	no	P3
814101	141.01	ISY	ISLES OF SCILLY	02 West Country	Type 3	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813811	138.11	NBO	NORTH BOVEY	02 West Country	Type 3	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813143	131.43	NHT	NORTH HESSARY TOR	02 West Country	Type 4	14-Feb-07			3	Aug-09	17-Aug-2007	24	single	no	P3
813114	131.14	ON	OKEHAMPTON	02 West Country	Type 3	14-Feb-07			3	Aug-09	17-Aug-2007	24	single	no	P3
813117	131.17	PRN	PENRYN	02 West Country	Type 3	14-Feb-07			3	Aug-09	17-Aug-2007	24	single	no	P3
814106	141.06	PER	PERRANPORTH	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813140	131.40	PI	PORT ISAAC	02 West Country	Type 4	14-Feb-07			3	Aug-09	17-Aug-2007	24	single	no	P3

Site Identification Details and Site Type						Information and Access Timetable							Combiner Unit	Reserve Antenna	Power Supply
NGW Site Reference Number	Station No.	TLA	Site Name	DSO Region	NGW Station type	Planned ACP Issue Date (as at 17/05/07)	Target ADP issue Date (as at 17/05/07)	Target ADS Issue Date (as at 17/05/07)	Target Access Date (months prior to Target First Switchover Date)	Target First Switchover Date (as at date of this Agreement)	MTS1 Date	Months from MTS1 Date to Target First Switchover Date			
814110	141.10	PTL	PORTHLEVEN	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
814117	141.17	PTO	PORTHTOWAN	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
814108	141.08	PTR	PORTREATH	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
814109	141.09	PSD	PRAA SANDS	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813222	132.22	RMU	RAMPISHAM UHF	02 West Country	Type 4	14-Feb-07			3	May-09	17-Aug-2007	21	single	no	P3
814100	141.00	RR	REDRUTH	02 West Country	Type 1A	23-Jun-06	01-Nov-06	17-Dec-06	6	Jul-09	31-May-2007	25	dual	yes	P1
813615	136.15	SJR	SIDMOUTH	02 West Country	Type 4	14-Oct-06	01-Dec-06	14-Feb-07	3	Apr-09	17-Aug-2007	20	single	no	P3
814111	141.11	SAR	ST ANTHONY-IN-ROSELAND	02 West Country	Type 4	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
814102	141.02	STJ	ST JUST	02 West Country	Type 3	14-Feb-07			3	Jul-09	17-Aug-2007	23	single	no	P3
813208	132.08	WEY	WEYMOUTH	02 West Country	Type 2	20-Oct-06			3	May-09	17-Aug-2007	21	single	no	P2
811913	119.13	ABF	ABERCRAF	03 HTV-Wales	Type 3	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
810606	106.06	ABR	ABERDARE	03 HTV-Wales	Type 1B	08-Sep-06	02-Jul-07	23-Aug-07	6	Mar-10	29-Oct-2007	28	parallel	no	P3
810612	106.12	ABT	ABERTILLERY	03 HTV-Wales	Type 3	14-Dec-06	01-Feb-07	16-Apr-07	3	Mar-10	30-Dec-2007	26	single	no	P3
813502	135.02	AE	ABERYSTWYTH	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
813519	135.19	AFD	AFON DYFI	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
811810	118.10	AML	AMLWCH	03 HTV-Wales	Type 3	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
810608	106.08	BRG	BARGOED	03 HTV-Wales	Type 3	14-Oct-06	01-Dec-06	14-Feb-07	3	Mar-10	30-Dec-2007	26	single	no	P3
811804	118.04	BAD	BETHESDA	03 HTV-Wales	Type 4	14-Oct-06	01-Dec-06	14-Feb-07	3	Nov-09	30-Oct-2007	24	single	no	P3
811825	118.25	BEN	BETHESDA NORTH	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
811801	118.01	BFU	BETWS-Y-COED	03 HTV-Wales	Type 3	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
814519	145.19	BNR	BETWS-YN-RHOS	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
810646	106.46	BLG	BLAENAU-GWENT	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3

Site Identification Details and Site Type						Information and Access Timetable							Combiner Unit	Reserve Antenna	Power Supply
NGW Site Reference Number	Station No.	TLA	Site Name	DSO Region	NGW Station type	Planned ACP Issue Date (as at 17/05/07)	Target ADP issue Date (as at 17/05/07)	Target ADS Issue Date (as at 17/05/07)	Target Access Date (months prior to Target First Switchover Date)	Target First Switchover Date (as at date of this Agreement)	MTS1 Date	Months from MTS1 Date to Target First Switchover Date			
810617	106.17	BLV	BLAENAVON	03 HTV-Wales	Type 3	14-Jan-07	01-Mar-07	17-May-07	3	Mar-10	30-Dec-2007	26	single	no	P3
810698	106.98	BLV	BLAENAVON LINK	03 HTV-Wales	Type 3	14-Jan-07	01-Mar-07	17-May-07	3	Mar-10	30-Dec-2007	26	single	no	P3
810662	106.62	BLU	BLAENLLECHAU	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
813500	135.00	BY	BLAENPLWYF	03 HTV-Wales	Type 1A	14-Jul-06	01-Jan-07	16-Apr-07	6	Feb-10	12-Jun-2007	32	dual	yes	P1
810614	106.14	BLN	BLAINA	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Dec-2007	26	single	no	P3
813523	135.23	BOW	BOW STREET	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
812915	129.15	BDH	BROAD HAVEN	03 HTV-Wales	Type 4	01-Sep-06			3	Aug-09	13-Aug-2007	24	single	no	P3
813525	135.25	BRO	BRONEIRION	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
812938	129.38	BOT	BRONNANT	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	30-Aug-2007	30	single	no	P3
811924	119.24	BWA	BRONWYDD ARMS	03 HTV-Wales	Type 4	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
810679	106.79	BRP	BURRY PORT	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
811814	118.14	CAE	CAERGYBI (HOLYHEAD FIRE STATION)	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
811824	118.24	CFN	CAERNARFON	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
811900	119.00	CRL	CARMEL	03 HTV-Wales	Type 1A	23-Jun-06	01-Oct-06	16-Nov-06	6	Sep-09	12-Jun-2007	27	dual	yes	P1
813515	135.15	CAN	CARNO	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
811811	118.11	CAM	CEMAES	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
814511	145.11	CER	CERRIGYDRUDION	03 HTV-Wales	Type 3	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
810651	106.51	CRO	CLYRO	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
811817	118.17	COD	COED DERW	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
811803	118.03	CWY	CONWAY	03 HTV-Wales	Type 2	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P2
813533	135.33	CRR	CORRIS	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
814509	145.09	COE	CORWEN	03 HTV-Wales	Type 3	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3

Site Identification Details and Site Type						Information and Access Timetable							Combiner Unit	Reserve Antenna	Power Supply
NGW Site Reference Number	Station No.	TLA	Site Name	DSO Region	NGW Station type	Planned ACP Issue Date (as at 17/05/07)	Target ADP issue Date (as at 17/05/07)	Target ADS Issue Date (as at 17/05/07)	Target Access Date (months prior to Target First Switchover Date)	Target First Switchover Date (as at date of this Agreement)	MTS1 Date	Months from MTS1 Date to Target First Switchover Date			
810645	106.45	CNO	CWM FFRWD-OER	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
813546	135.46	CND	CWRTNEWYDD	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
814534	145.34	CYF	CYFFYLLIOG	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
812930	129.30	CYN	CYNWYL ELFED	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
811805	118.05	DIN	DEINIOLEN	03 HTV-Wales	Type 3	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
812911	129.11	DDF	DOLGELLAU	03 HTV-Wales	Type 3	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
813517	135.17	DBT	DOLYBONT	03 HTV-Wales	Type 3	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
810613	106.13	EBV	EBBW VALE	03 HTV-Wales	Type 2	14-Feb-07			3	Mar-10	30-Dec-2007	26	parallel	no	P2
810619	106.19	FNL	FERNDALE	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Dec-2007	26	single	no	P3
812919	129.19	FER	FERRYSIDE	03 HTV-Wales	Type 4	13-Nov-06			3	Aug-09	13-Aug-2007	24	single	no	P3
813506	135.06	FGU	FISHGUARD	03 HTV-Wales	Type 3	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
810681	106.81	GFG	GELLI-FENDIGAID	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
810628	106.28	GFA	GILFACH GOCH	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
811916	119.16	GRH	GREENHILL	03 HTV-Wales	Type 3	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
811820	118.20	GRO	GRONANT	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
812918	129.18	HAV	HAVERFORDWEST	03 HTV-Wales	Type 3	13-Nov-06			3	Aug-09	13-Aug-2007	24	single	no	P3
813514	135.14	KRY	KERRY	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
810601	106.01	KVH	KILVEY HILL	03 HTV-Wales	Type 1B	14-Aug-06	01-Apr-07	16-Jun-07	6	Mar-10	29-Oct-2007	28	dual	yes	P2
814517	145.17	LNA	LLANARMON-YN-IAL	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
813518	135.18	LLB	LLANBRYNMAIR	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
811800	118.00	LLA	LLANDDONA	03 HTV-Wales	Type 1A	21-Jun-06	01-Oct-06	16-Nov-06	6	Nov-09	21-Jun-2007	29	dual	yes	P2
814522	145.22	LDL	LLANDDULAS	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3

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811807	118.07	LCW	LLANDECWYN	03 HTV-Wales	Type 3	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
813510	135.10	LLD	LLANDINAM	03 HTV-Wales	Type 3	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
811904	119.04	LKG	LLANRINDOD WELLS	03 HTV-Wales	Type 2	31-Oct-06			3	Sep-09	13-Sep-2007	24	single	no	P2
812903	129.03	LFG	LLANDYFRIOG	03 HTV-Wales	Type 3	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
812914	129.14	LY	LLANDYSUL	03 HTV-Wales	Type 3	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
811901	119.01	LLN	LLANELLI	03 HTV-Wales	Type 3	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
810622	106.22	LGR	LLANGEINOR	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
814518	145.18	LGN	LLANGERNYW	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
814502	145.02	LLY	LLANGOLLEN UHF	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
812906	129.06	LRG	LLANGRANOG	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
813520	135.20	LGI	LLANGURIG UHF	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
812924	129.24	LYB	LLANGYBI	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
810626	106.26	LHL	LLANHILLETH	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
813511	135.11	LLE	LLANIDLOES	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
813522	135.22	LDM	LLANRHAADR-YM-MOCHNANT	03 HTV-Wales	Type 3	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
811923	119.23	LSW	LLANSAWEL	03 HTV-Wales	Type 4	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
812910	129.10	LWO	LLWYN ONN	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
813509	135.09	LGM	LONG MOUNTAIN	03 HTV-Wales	Type 2	09-Feb-07	17-Jan-07	02-Feb-07	3	Feb-10	20-Sep-2007	29	single	no	P2
813501	135.01	MAF	MACHYNLLETH	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
810604	106.04	MAE	MAESTEG	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Dec-2007	26	single	no	P3
810607	106.07	MTN	MERTHYR TYDFIL	03 HTV-Wales	Type 3	25-Aug-06			3	Mar-10	30-Dec-2007	26	single	no	P3
811812	118.12	MCD	MOCHDRE	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3

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811915	119.15	MYK	MYNYDD EMROCH	03 HTV-Wales	Type 3	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
810603	106.03	MYD	MYNYDD MACHEN	03 HTV-Wales	Type 2	14-Feb-07			3	Mar-10	30-Dec-2007	26	single	no	P2
812901	129.01	MPC	MYNYDD PENCARREG	03 HTV-Wales	Type 3	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
810634	106.34	NYM	NANT-Y-MOEL	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
810692	106.92	NAY	NEATH ABBEY HP	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
810693	106.93	NAY	NEATH ABBEY VP	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
812917	129.17	NPB	NEWPORT BAY	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
810630	106.30	OGV	OGMORE VALE	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
812931	129.31	PEM	PEMBROKE DOCK	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
812913	129.13	PEC	PENCADER	03 HTV-Wales	Type 4	01-Sep-06			3	Aug-09	13-Aug-2007	24	single	no	P3
811917	119.17	PDR	PENDERYN	03 HTV-Wales	Type 4	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
811802	118.02	PMR	PENMAEN RHOS	03 HTV-Wales	Type 3	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
810648	106.48	PNR	PENNAR	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
813503	135.03	PRC	PENRHYN-COCH	03 HTV-Wales	Type 3	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
814524	145.24	PYB	PEN-Y-BANC	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
810615	106.15	PPL	PONTYPOOL	03 HTV-Wales	Type 1B	14-Feb-07	01-Apr-07	16-Jun-07	6	Mar-10	25-Jan-2008	26	parallel	no	P3
810605	106.05	PYP	PONTYPRIDD	03 HTV-Wales	Type 3	18-Sep-06			3	Mar-10	30-Dec-2007	26	single	no	P3
810620	106.20	PTH	PORTH	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Dec-2007	26	single	no	P3
811831	118.31	PSN	PRESTATYN	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	30-Oct-2007	24	single	no	P3
814523	145.23	PYL	PWLL-GLAS	03 HTV-Wales	Type 4	14-Feb-07			3	Nov-09	11-Nov-2007	24	single	no	P3
811908	119.08	RCR	RHAYADER	03 HTV-Wales	Type 3	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
812916	129.16	RHE	RHEOLA	03 HTV-Wales	Type 3	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3

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810602	106.02	RHO	RHONDDA A	03 HTV-Wales	Type 2	14-Sep-06	01-Jan-07	17-Mar-07	3	Mar-10	30-Dec-2007	26	single	no	P2
810680	106.80	RHB	RHONDDA B	03 HTV-Wales	Type 4	14-Sep-06	01-Jan-07	17-Mar-07	3	Mar-10	30-Dec-2007	26	single	no	P3
810609	106.09	RMH	RHYMNEY	03 HTV-Wales	Type 3	14-Dec-06	01-Feb-07	17-Mar-07	3	Mar-10	30-Dec-2007	26	single	no	P3
810683	106.83	SMA	SOUTH MAESTEG	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
812920	129.20	SDA	ST DAVIDS	03 HTV-Wales	Type 3	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
812904	129.04	STD	ST DOGMAELS	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
814513	145.13	SEN	STORETON (WALES)	03 HTV-Wales	Type 1B	14-Jan-07	01-Mar-07	17 May 07	6	Nov-09	12-Jul-2007	28	parallel	no	P2
811922	119.22	TLY	TALLEY	03 HTV-Wales	Type 4	14-Feb-07			3	Sep-09	13-Sep-2007	24	single	no	P3
810660	106.60	TNP	TON PENTRE	03 HTV-Wales	Type 3	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
813521	135.21	TRE	TREFILAN	03 HTV-Wales	Type 3	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
812907	129.07	TFN	TREFIN	03 HTV-Wales	Type 3	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
812902	129.02	TGR	TREGARON	03 HTV-Wales	Type 4	14-Feb-07			3	Aug-09	13-Aug-2007	24	single	no	P3
810659	106.59	UKY	UPPER KILLAY	03 HTV-Wales	Type 4	14-Feb-07			3	Mar-10	30-Jan-2008	25	single	no	P3
810600	106.00	WV	WENVOE	03 HTV-Wales	Type 1A	14-Aug-06	01-Nov-06	16-Apr-07	6	Mar-10	07-Nov-2007	28	dual	yes	P1
813526	135.26	YYP	YNYS PENNAL	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
813528	135.28	YST	YSTUMTUEN	03 HTV-Wales	Type 4	14-Feb-07			3	Feb-10	13-Feb-2008	24	single	no	P3
810364	103.64	BBR	BACKBARROW	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810356	103.56	BTL	BARROW TOWN HALL	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810310	103.10	BDS	BIDSTON	04 Granada	Type 3	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810311	103.11	BVA	BIRCH VALE	04 Granada	Type 3	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810330	103.30	BBG	BURBAGE	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810314	103.14	BUX	BUXTON	04 Granada	Type 2	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P2

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810372	103.72	CCL	CARTMEL	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810354	103.54	CLY	CHINLEY	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810327	103.27	CGN	CONGLETON	04 Granada	Type 3	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810334	103.34	FHF	FAR HIGHFIELD	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810313	103.13	GSP	GLOSSOP	04 Granada	Type 3	25-Aug-06			3	Nov-09	13-Nov-2007	24	single	no	P3
810309	103.09	LRH	LADDER HILL	04 Granada	Type 2	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P2
810360	103.60	LAL	LANGLEY	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810344	103.44	MKF	MILLOM PARK	04 Granada	Type 3	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810349	103.49	OBI	OVER BIDDULPH	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810353	103.53	PBD	PARBOLD	04 Granada	Type 4	02-Aug-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810371	103.71	PNB	PENNY BRIDGE	04 Granada	Type 3	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810357	103.57	ROO	ROOSE VP	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810382	103.82	ROO	ROOSE HP	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810370	103.70	SVC	STAVELEY-IN-CARTMEL	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810307	103.07	SEN	STORETON	04 Granada	Type 1B	14-Oct-06	01-Mar-07	17-May-07	6	Nov-09	12-Jul-2007	28	parallel	no	P2
810373	103.73	URS	URSWICK	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810365	103.65	WTK	WEST KIRBY	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
810394	103.94	WBH	WHALEY BRIDGE	04 Granada	Type 4	14-Feb-07			3	Nov-09	13-Nov-2007	24	single	no	P3
811002	110.02	BA	BATH	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Jan-2008	27	single	no	P3
811038	110.38	BSH	BRISTOL BARTON HOUSE	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811008	110.08	BSL	BRISTOL ILCHESTER CRESCENT	05 HTV-West	Type 1B	09-Aug-06			6	Mar-10	11-Jan-2008	26	parallel	no	P3
811007	110.07	BSK	BRISTOL KINGS WESTON HILL	05 HTV-West	Type 1B	04-Dec-06	11-Jun-07	01-Aug-07	6	Mar-10	07-Dec-2007	27	parallel	no	P2

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811074	110.74	BSW	BRISTOL WARMLEY	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811062	110.62	CMT	CARHAMPTON	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811029	110.29	CNA	CERNE ABBAS	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811068	110.68	CHF	CHILFROME	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811071	110.71	CHU	CORSHAM VP	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811080	110.80	CHU	CORSHAM HP	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811027	110.27	COU	COUNTISBURY	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Jan-2008	27	single	no	P3
811059	110.59	EXF	EXFORD	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811060	110.60	KLV	KILVE	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811024	110.24	MBR	MARLBOROUGH	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811000	110.00	MEN	MENDIP	05 HTV-West	Type 1A	14-Oct-06	01-Mar-07	17-May-07	6	Apr-10	23-Jul-2007	33	dual	yes	P1
811014	110.14	MOK	MONKSILVER	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811016	110.16	OSG	OGBOURNE ST. GEORGE	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811026	110.26	PLK	PORLOCK	05 HTV-West	Type 3	14-May-07	01-Jul-07	16-Sept-07	3	Apr-10	11-Jan-2008	27	single	no	P3
811083	110.83	PBY	PORTBURY	05 HTV-West	Type 4	14-Feb-07			3	Mar-10	10-Mar-2008	24	single	no	P3
811022	110.22	RDW	ROADWATER	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811012	110.12	SGR	SEAGRY COURT	05 HTV-West	Type 4	14-Oct-06	01-Apr-07	16-Jun-07	3	Apr-10	11-Apr-2008	24	single	no	P3
811073	110.73	SIS	SISTON	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811042	110.42	UBL	UBLEY	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811009	110.09	WAD	WASHFORD MF & UHF	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	31-Mar-2008	24	single	no	P3
811003	110.03	WWD	WESTWOOD	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3
811058	110.58	WDC	WOODCOMBE	05 HTV-West	Type 4	14-Feb-07			3	Apr-10	11-Apr-2008	24	single	no	P3

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811017	110.17	WTC	WOOTTON COURTENAY	05 HTV-West	Type 3	14-Feb-07			3	Apr-10	11-Jan-2008	27	single	no	P3
815413	154.13	ART	ARDINTOUL	06 Grampian	Type 3	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815407	154.07	ADL	ATTADALE	06 Grampian	Type 4	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815601	156.01	AMW	AUCHMORE WOOD	06 Grampian	Type 3	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815307	153.07	AVC	AVOCH	06 Grampian	Type 4	03-Apr-07			3	Sep-10	30-Jun-2008	26	single	no	P3
815408	154.08	BCH	BADACHRO	06 Grampian	Type 3	31-Aug-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815305	153.05	BBW	BALBLAIR WOOD	06 Grampian	Type 3	01-May-07			3	Sep-10	30-Jun-2008	26	single	no	P3
812319	123.19	BND	BALNAGUARD	06 Grampian	Type 4	01-May-07			3	Aug-10	30-May-2008	27	single	no	P3
813406	134.06	BSO	BALTASOUND	06 Grampian	Type 4	01-May-07			3	May-10	30-Mar-2008	25	single	no	P3
814801	148.01	BTO	BEN TONGUE	06 Grampian	Type 3	01-May-07			3	Jun-10	11-Jun-2008	24	single	no	P3
812307	123.07	BLA	BLAIR ATHOLL	06 Grampian	Type 3	01-May-07			3	Aug-10	30-May-2008	27	single	no	P3
815431	154.31	BVE	BORVE	06 Grampian	Type 4	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
811206	112.06	BRA	BRAEMAR	06 Grampian	Type 4	03-Apr-07			3	Sep-10	30-Jun-2008	26	single	no	P3
813402	134.02	BRQ	BRESSAY	06 Grampian	Type 1A	14-Oct-06	01-May-07	17-Jul-07	6	May-10	31-Oct-2007	30	dual	yes	P2
815417	154.17	BRU	BRUERNISH	06 Grampian	Type 4	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
812317	123.17	CRI	CARIE	06 Grampian	Type 3	01-May-07			3	Aug-10	30-May-2008	27	single	no	P3
815402	154.02	CEV	CLETTAVAL	06 Grampian	Type 2	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P2
813408	134.08	CLH	COLLAFIRTH HILL	06 Grampian	Type 3	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
815616	156.16	CMY	CROMARTY	06 Grampian	Type 4	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815403	154.03	DBH	DALIBURGH	06 Grampian	Type 3	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815406	154.06	DCG	DUNCRAIG	06 Grampian	Type 3	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
814807	148.07	DNS	DURNESS	06 Grampian	Type 4	01-May-07			3	Jun-10	11-Jun-2008	24	single	no	P3

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815400	154.00	ETL	EITSHAL	06 Grampian	Type 1A	14-Oct-06	01-May-07	17-Jul-07	6	Jul-10	30-Sep-2007	34	dual	yes	P2
813407	134.07	FTR	FETLAR	06 Grampian	Type 3	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
813403	134.03	FIT	FITFUL HEAD	06 Grampian	Type 3	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
815604	156.04	FOD	FODDERTY	06 Grampian	Type 3	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815602	156.02	FFE	FORT AUGUSTUS	06 Grampian	Type 4	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815617	156.17	GCV	GLEN CONVINTH	06 Grampian	Type 3	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815607	156.07	GUH	GLEN URQUHART VP	06 Grampian	Type 3	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815627	156.27	GUH	GLEN URQUHART HP	06 Grampian	Type 3	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
812321	123.21	GTY	GRANDTULLY	06 Grampian	Type 4	01-May-07			3	Aug-10	30-May-2008	27	single	no	P3
815301	153.01	GIA	GRANTOWN	06 Grampian	Type 3	03-Apr-07			3	Sep-10	30-Jun-2008	26	single	no	P3
815429	154.29	IRS	INVERARISH	06 Grampian	Type 3	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815610	156.10	IV	INVERNESS	06 Grampian	Type 3	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
813400	134.00	KEE	KEEYLANG HILL	06 Grampian	Type 1A	14-Oct-06	01-May-07	17-Jul-07	6	May-10	30-Sep-2007	31	dual	yes	P1
812306	123.06	KEN	KENMORE	06 Grampian	Type 3	31-Aug-07			3	Aug-10	30-May-2008	27	single	no	P3
815411	154.11	KIL	KILBRIDE (SOUTH UIST)	06 Grampian	Type 3	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
812310	123.10	KIN	KILLIN	06 Grampian	Type 3	01-May-07			3	Aug-10	30-May-2008	27	single	no	P3
815302	153.02	KFG	KINGUSSIE	06 Grampian	Type 3	03-Apr-07			3	Sep-10	30-Jun-2008	26	single	no	P3
815435	154.35	KLB	KINLOCHBERVIE HP	06 Grampian	Type 2	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815436	154.36	KLB	KINLOCHBERVIE VP	06 Grampian	Type 4	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815437	154.37	KYL	KYLERHEA	06 Grampian	Type 4	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815306	153.06	LPN	LAIRG	06 Grampian	Type 4	01-May-07			3	Sep-10	30-Jun-2008	26	single	no	P3
815419	154.19	LOC	LOCHINVER	06 Grampian	Type 4	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3

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815430	154.30	LMY	LOCHMADDY VP	06 Grampian	Type 3	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815440	154.40	LMY	LOCHMADDY HP	06 Grampian	Type 3	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
814803	148.03	MLC	MELVICH	06 Grampian	Type 3	01-May-07			3	Jun-10	11-Jun-2008	24	single	no	P3
815409	154.09	NOL	NESS OF LEWIS	06 Grampian	Type 3	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815405	154.05	PNL	PENIFILER	06 Grampian	Type 4	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
813410	134.10	POW	PIEROWALL	06 Grampian	Type 4	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
812305	123.05	PZY	PITLOCHRY	06 Grampian	Type 3	01-May-07			3	Aug-10	30-May-2008	27	single	no	P3
815418	154.18	PLW	POOLEWE	06 Grampian	Type 4	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815600	156.00	RK	ROSEMARKIE	06 Grampian	Type 1A	14-Oct-06	01-Jun-07	17-Aug-07	3	Oct-10	03-Oct-2007	36	dual	yes	P1
813404	134.04	SLW	SCALLOWAY	06 Grampian	Type 4	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
815401	154.01	SOA	SCOVAL VP	06 Grampian	Type 3	14-Jun-07	01-Aug-07	17-Oct-07	3	Jul-10	30-Apr-2008	26	single	no	P3
815421	154.21	SOA	SCOVAL HP	06 Grampian	Type 3	14-Jun-07	01-Aug-07	17-Oct-07	3	Jul-10	30-Apr-2008	26	single	no	P3
815404	154.04	SKG	SKRIAIG	06 Grampian	Type 2	16-Apr-07	24-Mar-07	09-Apr-07	6	Jul-10	30-Sep-2007	34	parallel	no	P3
815441	154.41	SFI	STAFFIN	06 Grampian	Type 3	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
813405	134.05	SWR	SWINISTER	06 Grampian	Type 3	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
815416	154.16	TAR	TARBERT (HARRIS)	06 Grampian	Type 3	03-Apr-07			3	Jul-10	30-Apr-2008	26	single	no	P3
814802	148.02	THG	THURSO	06 Grampian	Type 4	20-Jun-08			3	Jun-10	11-Jun-2008	24	single	no	P3
815608	156.08	TMT	TOMATIN	06 Grampian	Type 4	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815613	156.13	TMC	TOMICH	06 Grampian	Type 4	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
815612	156.12	TLM	TOMICH LINK	06 Grampian	Type 4	14-Jun-07	01-Aug-07	17-Oct-07	3	Oct-10	30-Jun-2008	27	single	no	P3
811207	112.07	TOM	TOMINTOUL	06 Grampian	Type 4	03-Apr-07			3	Sep-10	30-Jun-2008	26	single	no	P3
811205	112.05	TUL	TULLICH	06 Grampian	Type 3	03-Apr-07			3	Sep-10	30-Jun-2008	26	single	no	P3

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812327	123.27	TMB	TUMMEL BRIDGE	06 Grampian	Type 3	01-May-07			3	Aug-10	30-May-2008	27	single	no	P3
815412	154.12	UIG	UIG	06 Grampian	Type 4	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
815410	154.10	ULP	ULLAPOOL	06 Grampian	Type 3	01-May-07			3	Jul-10	30-Apr-2008	26	single	no	P3
813414	134.14	VOE	VOE	06 Grampian	Type 4	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
813409	134.09	WEI	WEISDALE	06 Grampian	Type 3	03-Apr-07			3	May-10	30-Mar-2008	25	single	no	P3
815606	156.06	WER	WESTER ERCHITE	06 Grampian	Type 4	03-Apr-07			3	Oct-10	30-Jun-2008	27	single	no	P3
810572	105.72	ACH	ACHARACLE	07 Scottish	Type 4	03-Apr-07			3	Feb-11	30-Aug-2008	30	single	no	P3
815226	152.26	ADM	ARDNADAM	07 Scottish	Type 4	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
810564	105.64	ASG	ARISAIG	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810520	105.20	BCQ	BALLACHULISH	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810528	105.28	BOC	BELLANOCH	07 Scottish	Type 3	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
815238	152.38	BFT	BLACKWATERFOOT	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
815209	152.09	BWO	BOWMORE VP	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
815242	152.42	BWO	BOWMORE HP	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
815206	152.06	CTN	CAMPBELTOWN	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
815223	152.23	CAR	CARRADALE	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
810532	105.32	CAB	CASTLEBAY	07 Scottish	Type 4	03-Apr-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810518	105.18	CCN	CLACHAN	07 Scottish	Type 4	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
815222	152.22	CLA	CLAONAIG	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
810512	105.12	COW	COW HILL	07 Scottish	Type 3	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810534	105.34	DMY	DALMALLY	07 Scottish	Type 3	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
814704	147.04	DKL	DUNKELD	07 Scottish	Type 3	01-Jun-07			3	Oct-10	30-Jun-2008	27	single	no	P3

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810531	105.31	DCM	DYCHLIEMORE	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810516	105.16	ESD	EASDALE	07 Scottish	Type 4	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
810542	105.42	FUY	FIUNARY	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810514	105.14	GGI	GIGHA ISLAND	07 Scottish	Type 3	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
815205	152.05	GRV	GIRVAN	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
810517	105.17	GGM	GLENGORM	07 Scottish	Type 2	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
815237	152.37	HGK	HIGH KEIL	07 Scottish	Type 4	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
810501	105.01	KMM	KILMACOLM	07 Scottish	Type 4	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
810591	105.91	KMF	KILMELFORD	07 Scottish	Type 3	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810523	105.23	KHC	KINLOCHLEVEN	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810575	105.75	KTW	KINTRAW	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810574	105.74	LFN	LOCH FEOCHAN	07 Scottish	Type 3	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810519	105.19	MAG	MALLAIG	07 Scottish	Type 3	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
815210	152.10	MIL	MILLBURN MUIR	07 Scottish	Type 3	14-Jul-07	01-Sep-07	16-Nov-07	3	Nov-10	30-Jul-2008	27	single	no	P3
810513	105.13	NTH	NETHERTON BRAES	07 Scottish	Type 4	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
810527	105.27	OB	OBAN	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810524	105.24	ONH	ONICH	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
815208	152.08	PTE	PORT ELLEN	07 Scottish	Type 3	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
815251	152.51	POH	PORTNAHAVEN	07 Scottish	Type 4	01-Jun-07			3	Nov-10	30-Jun-2008	28	single	no	P3
815239	152.39	SOR	SORN	07 Scottish	Type 4	01-Jun-07			3	Nov-10	30-Jul-2008	27	single	no	P3
810502	105.02	SKD	SOUTH KNAPDALE	07 Scottish	Type 3	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
810526	105.26	SPB	SPEAN BRIDGE	07 Scottish	Type 3	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3

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810525	105.25	SRC	STRACHUR	07 Scottish	Type 3	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
810560	105.60	STR	STRONTIAN	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810515	105.15	TGU	TARBERT LOCH FYNE	07 Scottish	Type 4	01-Jun-07			3	Mar-11	30-Aug-2008	30	single	no	P3
810546	105.46	TYN	TAYNUILT	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810529	105.29	TAY	TAYVALLICH	07 Scottish	Type 4	01-Jun-07			3	Feb-11	30-Aug-2008	30	single	no	P3
810510	105.10	TOY	TOROSAY	07 Scottish	Type 1A	14-Jun-07	01-Aug-07	17-Oct-07	6	Feb-11	23-Nov-2007	39	dual	yes	P2
810235	102.35	AGT	AMBERGATE	08 Central	Type 3	01-Dec-07			3	May-11	28-Feb-2009	26	single	no	P3
811705	117.05	AUW	ASCOTT-UNDER-WYCHWOOD	08 Central	Type 3	01-Dec-07			3	Mar-11	30-Jan-2009	25	single	no	P3
810212	102.12	AS	ASHBOURNE	08 Central	Type 3	01-Dec-07			3	May-11	30-Nov-2008	29	single	no	P3
811111	111.11	AFW	ASHFORD-IN-THE-WATER	08 Central	Type 4	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
811104	111.04	BLP	BELPER	08 Central	Type 3	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
811112	111.12	BIH	BIRCHOVER	08 Central	Type 4	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
811109	111.09	BLH	BOLEHILL	08 Central	Type 3	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
810217	102.17	BRH	BRETCH HILL	08 Central	Type 3	14-Dec-07	01-Feb-08	16-Apr-08	3	Sep-11	28-Feb-2009	31	single	no	P3
810245	102.45	BGN	BRIDGNORTH	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810203	102.03	BOF	BRIERLEY HILL	08 Central	Type 1B	14-Dec-07	01-Feb-08	16-Apr-08	6	Sep-11	01-May-2008	41	parallel	no	P2
810206	102.06	BGE	BROMSGROVE	08 Central	Type 1B	14-Aug-07	01-Feb-08	16-Apr-08	6	Jun-11	01-May-2008	38	parallel	no	P2
812106	121.06	BUC	BUCKNELL	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
811701	117.01	CHR	CHARLBURY	08 Central	Type 3	01-Dec-07			3	Mar-11	30-Jan-2009	25	single	no	P3
812102	121.02	CLU	CLUN	08 Central	Type 3	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
812104	121.04	COA	COALBROOKDALE	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
811118	111.18	DYD	DARLEY DALE	08 Central	Type 4	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3

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814918	149.18	ERD	EARDISTON	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
810254	102.54	ERL	EARL STERNDALE	08 Central	Type 3	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810205	102.05	EGB	EDGBASTON	08 Central	Type 3	01-Dec-07			3	Sep-11	30-Nov-2008	34	single	no	P3
810211	102.11	FNT	FENTON	08 Central	Type 1B	14-Dec-07	01-Feb-08	16-Apr-08	6	Sep-11	01-May-2008	41	parallel	no	P2
810266	102.66	GBH	GIB HEATH	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810251	102.51	GVH	GRAVELLY HILL	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810233	102.33	GUI	GUITING POWER	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
812103	121.03	HAD	HADEN HILL	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
812105	121.05	HOW	HALESOWEN	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
810256	102.56	HTS	HAMSTEAD	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810252	102.52	HRB	HARBORNE	08 Central	Type 3	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810214	102.14	HTG	HARTINGTON	08 Central	Type 3	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
814905	149.05	HZL	HAZLER HILL	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
814920	149.20	HR	HEREFORD	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
810219	102.19	ICH	ICOMB HILL	08 Central	Type 3	05-Mar-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810236	102.36	IPS	IPSTONES EDGE	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810232	102.32	ID	IRONBRIDGE	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810222	102.22	KTL	KENILWORTH	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810202	102.02	KD	KIDDERMINSTER	08 Central	Type 2	14-Dec-07	01-Feb-08	16-Apr-08	3	Sep-11	30-Nov-2008	34	single	no	P2
810201	102.01	KNR	KINVER	08 Central	Type 4	01-Dec-07			3	Sep-11	30-Nov-2008	34	single	no	P3
810208	102.08	LKK	LARK STOKE	08 Central	Type 1B	01-Dec-07			6	Jun-11	30-Dec-2008	29	parallel	no	P2
810210	102.10	LK	LEEK	08 Central	Type 2	14-Dec-07	01-Feb-08	16-Apr-08	3	Sep-11	28-Feb-2009	31	single	no	P2

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811103	111.03	LEU	LEICESTER CITY	08 Central	Type 4	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
811113	111.13	LTE	LITTLE EATON	08 Central	Type 4	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
810258	102.58	LGC	LONG COMPTON	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
814903	149.03	LDW	LUDLOW	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
810207	102.07	MVR	MALVERN	08 Central	Type 1B	14-Dec-07	01-Feb-08	16-Apr-08	6	Sep-11	01-May-2008	41	parallel	no	P2
811110	111.10	MTK	MATLOCK	08 Central	Type 3	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
810238	102.38	OKM	OAKAMOOD	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
814906	149.06	OAM	OAKELEY MYND	08 Central	Type 3	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
810216	102.16	OVN	OVER NORTON	08 Central	Type 3	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
811700	117.00	OF	OXFORD	08 Central	Type 1A	14-Aug-06	01-Mar-07	17-May-07	6	Mar-11	31-May-2007	46	dual	yes	P1
811107	111.07	PAR	PARWICH	08 Central	Type 4	01-Dec-07			3	May-11	30-Oct-2008	30	single	no	P3
810259	102.59	PYR	PERRY BEECHES	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
814927	149.27	PRE	PRESTEIGNE	08 Central	Type 4	01-Dec-07			3	Jun-11	30-Nov-2008	30	single	no	P3
810257	102.57	QUE	QUESLETT	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810230	102.30	RCH	REDDITCH	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810253	102.53	RPT	REPTON	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810260	102.60	RUY	RUGELEY	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
811108	111.08	SNM	STANTON MOOR	08 Central	Type 2	14-Dec-07	01-Feb-08	16-Apr-08	3	May-11	30-Oct-2008	30	single	no	P2
810200	102.00	SC	SUTTON COLDFIELD	08 Central	Type 1A	14-Aug-06	01-Apr-07	16-Jun-07	6	Sep-11	30-Oct-2007	47	dual	yes	P1
812100	121.00	WRK	THE WREKIN	08 Central	Type 1A	14-May-07	01-Jul-07	16-Sep-07	6	Jun-11	18-Feb-2008	40	dual	yes	P1
810242	102.42	TVG	TURVES GREEN	08 Central	Type 4	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
811100	111.00	WBF	WALTHAM	08 Central	Type 1A	14-Mar-07	01-May-07	17-Jul-07	6	May-11	18-Feb-2008	39	dual	yes	P1

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810237	102.37	WHI	WHITTINGSLOW	08 Central	Type 3	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810249	102.49	WIH	WINSHILL	08 Central	Type 3	01-Dec-07			3	Sep-11	28-Feb-2009	31	single	no	P3
810415	104.15	BEE	BEECROFT HILL	09 Yorkshire	Type 2	01-Feb-08			3	Sep-11	30-Mar-2009	30	single	no	P2
810479	104.79	BIR	BLACKBURN IN ROTHERHAM	09 Yorkshire	Type 4	01-Feb-08			3	Sep-11	30-Mar-2009	30	single	no	P3
810418	104.18	CPK	CALVER PEAK	09 Yorkshire	Type 3	01-Feb-08			3	Sep-11	30-Mar-2009	30	single	no	P3
810433	104.33	EDL	EDALE	09 Yorkshire	Type 4	01-Feb-08			3	Sep-11	30-Mar-2009	30	single	no	P3
810426	104.26	HPE	HOPE	09 Yorkshire	Type 4	01-Feb-08			3	Sep-11	30-Mar-2009	30	single	no	P3
812003	120.03	HNS	HUNMANBY	09 Yorkshire	Type 3	01-Feb-08			3	May-11	28-Feb-2009	26	single	no	P3
812002	120.02	OMT	OLIVER'S MOUNT	09 Yorkshire	Type 1B	14-Feb-08	01-Apr-08	16-Jun-08	6	May-11	06-Aug-2008	33	parallel	no	P2
810408	104.08	SHG	SHATTON EDGE	09 Yorkshire	Type 2	01-Feb-08			3	Sep-11	30-Mar-2009	30	single	no	P2
810403	104.03	SF	SHEFFIELD	09 Yorkshire	Type 1B	14-Feb-08	01-Apr-08	16-Jun-08	6	May-11	29-Jul-2008	34	parallel	no	P2
810422	104.22	TWM	TIDESWELL MOOR	09 Yorkshire	Type 3	01-Feb-08			3	Sep-11	30-Mar-2009	30	single	no	P3
810435	104.35	TOT	TOTLEY RISE	09 Yorkshire	Type 4	01-Feb-08			3	May-11	30-Mar-2009	25	single	no	P3
812001	120.01	WEV	WEAVERTHORPE	09 Yorkshire	Type 3	01-Feb-08			3	Aug-11	28-Feb-2009	29	single	no	P3
811402	114.02	ADB	ALDEBURGH	10 Anglia	Type 2	14-May-07	01-Dec-07	14-Feb-08	3	Nov-11	30-Jun-2009	28	single	no	P2
812408	124.08	KIM	KIMPTON	10 Anglia	Type 4	01-May-08			3	Apr-11	12-Apr-2009	24	single	no	P3
812402	124.02	LUT	LUTON	10 Anglia	Type 3	14-May-07	01-Dec-07	14-Feb-08	3	Apr-11	12-Apr-2009	24	single	no	P3
811500	115.00	SUY	SUDBURY	10 Anglia	Type 1A	14-May-07	01-Jul-07	16-Sep-07	6	Nov-11	06-Dec-2007	48	dual	yes	P1
811400	114.00	TAC	TACOLNESTON	10 Anglia	Type 1A	14-Jan-07	01-Jul-07	16-Sep-07	6	Nov-11	28-Feb-2008	45	dual	yes	P1
811404	114.04	TD	THETFORD	10 Anglia	Type 4	01-May-08			3	Nov-11	30-Jun-2009	28	single	no	P3
811401	114.01	WRU	WEST RUNTON	10 Anglia	Type 2	14-Mar-08	01-May-08	17-Jul-08	3	Nov-11	30-Jun-2009	28	single	no	P2
811503	115.03	WVP	WIVENHOE PARK	10 Anglia	Type 4	01-May-08			3	Nov-11	30-May-2009	30	single	no	P3

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812610	126.10	ALB	ALDBOURNE	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810825	108.25	BVN	BEVENDEAN	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
815800	158.00	BBL	BLUEBELL HILL	11 Meridian	Type 1A	14-Oct-06	01-Sep-08	16-Nov-08	6	Jul-12	30-Nov-2008	44	dual	yes	P1
810838	108.38	BRD	BRADING	11 Meridian	Type 4	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
810826	108.26	BRC	BRIGHTON CENTRAL	11 Meridian	Type 3	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810837	108.37	CSB	CHESELBOURNE	11 Meridian	Type 4	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
812606	126.06	CBY	CHISBURY	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810824	108.24	CDN	COLDEAN	11 Meridian	Type 3	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810817	108.17	CFC	CORFE CASTLE	11 Meridian	Type 4	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
813909	139.09	ETD	EAST DEAN	11 Meridian	Type 4	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
813905	139.05	EA	EASTBOURNE	11 Meridian	Type 3	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
813922	139.22	EAT	EASTBOURNE (OLD TOWN)	11 Meridian	Type 4	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
815805	158.05	FAR	FARLEIGH	11 Meridian	Type 4	01-Jul-08			3	Jul-12	30-Dec-2009	30	single	no	P3
810807	108.07	FDN	FINDON	11 Meridian	Type 3	14-Sep-06	01-Sep-08	16-Nov-08	3	Mar-12	30-Aug-2009	30	single	no	P3
810831	108.31	HGT	HANGLETON	11 Meridian	Type 4	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
812600	126.00	HAN	HANNINGTON	11 Meridian	Type 1A	14-Jul-07	01-Sep-07	16-Nov-07	6	Feb-12	31-Dec-2007	50	dual	yes	P1
812501	125.01	HMR	HASLEMERE	11 Meridian	Type 4	01-Jul-08			3	Feb-12	02-Aug-2009	30	single	no	P3
813902	139.02	HS	HASTINGS	11 Meridian	Type 1B	14-Jul-08	01-Sep-08	16-Nov-08	6	Jun-12	30-Nov-2008	43	parallel	no	P2
813917	139.17	HSO	HASTINGS OLD TOWN	11 Meridian	Type 4	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
813907	139.07	HAY	HAYWARDS HEATH	11 Meridian	Type 3	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
813900	139.00	HJV	HEATHFIELD	11 Meridian	Type 1A	14-Jun-08	01-Aug-08	17-Oct-08	6	Jun-12	30-Oct-2008	44	dual	yes	P1
812609	126.09	HMD	HEMDEAN VP	11 Meridian	Type 3	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3

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812620	126.20	HMD	HEMDEAN HP	11 Meridian	Type 3	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
813919	139.19	HLP	HOLLINGTON PARK	11 Meridian	Type 4	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
812604	126.04	HTT	HURSTBOURNE TARRANT	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
811304	113.04	HYT	HYTHE	11 Meridian	Type 4	01-Jul-08			3	Jul-12	30-Dec-2009	30	single	no	P3
813912	139.12	LMB	LAMBERHURST	11 Meridian	Type 4	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
812613	126.13	LAM	LAMBOURN	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
813906	139.06	LEW	LEWES VP	11 Meridian	Type 3	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
813921	139.21	LEW	LEWES HP	11 Meridian	Type 3	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
812614	126.14	LUC	LUCCOMBE	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810832	108.32	LUL	LULWORTH	11 Meridian	Type 4	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
810834	108.34	LSV	LUSCOMBE VALLEY	11 Meridian	Type 4	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
812500	125.00	MH	MIDHURST	11 Meridian	Type 1A	14-Mar-08	01-May-08	17-Jul-08	6	Feb-12	30-Jan-2008	49	dual	yes	P1
813913	139.13	MNT	MOUNTFIELD	11 Meridian	Type 4	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
813901	139.01	NWH	NEWHAVEN	11 Meridian	Type 2	14-Jul-08	01-Sep-08	16-Nov-08	3	Jun-12	30-Oct-2009	32	single	no	P2
810822	108.22	OVD	OVINGDEAN VP	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810840	108.40	OVD	OVINGDEAN HP	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810808	108.08	PAT	PATCHAM	11 Meridian	Type 3	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
810833	108.33	PID	PIDDLETRENTHIDE	11 Meridian	Type 3	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
810804	108.04	PEL	POOLE	11 Meridian	Type 3	14-Jul-08	01-Sep-08	16-Nov-08	3	Mar-12	30-Aug-2009	30	single	no	P3
810819	108.19	PTS	PORTSLADE	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
810800	108.00	ROW	ROWRIDGE	11 Meridian	Type 1A	14-Jul-06	01-Sep-07	16-Nov-07	6	Mar-12	31-Dec-2007	51	dual	yes	P1
810860	108.60	ROW	ROWRIDGE VP	11 Meridian	Type 1A	14-Jul-06	01-Sep-07	16-Nov-07	6	Mar-12	31-Dec-2007	51	dual	yes	P3

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811308	113.08	RI	RYE	11 Meridian	Type 4	01-Jul-08			3	Jul-12	30-Dec-2009	30	single	no	P3
810801	108.01	SA	SALISBURY	11 Meridian	Type 1B	14-Jul-08	01-Sep-08	16-Nov-08	6	Mar-12	30-Nov-2008	40	parallel	no	P2
810823	108.23	SLD	SALTDEAN	11 Meridian	Type 4	01-Jul-08			3	Feb-12	30-Aug-2009	30	single	no	P3
813914	139.14	SDS	SEDLSCOMBE	11 Meridian	Type 4	01-Jul-08			3	Jun-12	30-Nov-2009	30	single	no	P3
810126	101.26	SMK	ST MARKS VP	11 Meridian	Type 3	01-Jul-08			3	Jun-12	30-Dec-2009	29	single	no	P3
810167	101.67	SMK	ST MARKS HP	11 Meridian	Type 3	01-Jul-08			3	Jun-12	30-Dec-2009	29	single	no	P3
813915	139.15	STY	STEYNING	11 Meridian	Type 3	01-Jul-08			3	Feb-12	30-Nov-2009	26	single	no	P3
810104	101.04	TW	TUNBRIDGE WELLS	11 Meridian	Type 1B	14-Jul-08	01-Sep-08	16-Nov-08	6	Jun-12	30-Nov-2008	43	parallel	no	P2
810803	108.03	VE	VENTNOR	11 Meridian	Type 2	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P2
810820	108.20	WSB	WESTBOURNE	11 Meridian	Type 3	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
810805	108.05	WL	WHITEHAWK HILL	11 Meridian	Type 1B	14-Jul-08	01-Sep-08	16-Nov-08	6	Feb-12	30-Nov-2008	39	parallel	no	P2
810836	108.36	WTS	WINTERBOURNE STEEPLTON	11 Meridian	Type 4	01-Jul-08			3	Mar-12	30-Aug-2009	30	single	no	P3
810810	108.10	WBS	WINTERBOURNE STICKLAND	11 Meridian	Type 2	14-Jul-08	01-Sep-08	16-Nov-08	3	Mar-12	30-Aug-2009	30	single	no	P2
810138	101.38	AP	ALEXANDRA PALACE	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810168	101.68	ASS	ASSENDON	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810142	101.42	BGH	BIGGIN HILL	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810111	101.11	BHR	BISHOPS STORTFORD	12 Carlton	Type 3	14-Dec-08	01-Feb-09	16-Apr-09	3	Apr-12	30-Dec-2009	27	single	no	P3
810131	101.31	CAH	CANE HILL	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810140	101.40	CTR	CATERHAM	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810118	101.18	CHP	CHEPPING WYCOMBE	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810112	101.12	CSM	CHESHAM	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810143	101.43	COT	CROYDON (OLD TOWN)	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3

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810100	101.00	CP	CRYSTAL PALACE	12 Carlton	Type 1A	14-Feb-07	01-Apr-07	16-Jun-07	6	Apr-12	07-Nov-2007	54	dual	yes	P1
810139	101.39	DOR	DORKING HP	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810179	101.79	DOR	DORKING VP	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810141	101.41	EGR	EAST GRINSTEAD	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810155	ESH	EDM	EDMONTON	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810180	101.80	FNM	FARNINGHAM	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810158	101.58	FY	FINCHLEY	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810114	101.14	GMN	GREAT MISSENDEN	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810174	101.74	GRE	GREENWICH	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810101	101.01	GI	GUILDFORD	12 Carlton	Type 1B	14-Dec-08	01-Feb-09	16-Apr-09	6	Feb-12	02-May-2009	34	parallel	no	P2
810164	101.64	HMT	HAMMERSMITH	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810166	101.66	HPH	HAMPSTEAD HEATH	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810105	101.05	HH	HEMEL HEMPSTEAD	12 Carlton	Type 1B	14-Dec-08	01-Feb-09	16-Apr-09	6	Apr-12	02-May-2009	36	parallel	no	P2
810124	101.24	HEH	HEMEL HEMPSTEAD TOWN	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810110	101.10	HNY	HENLEY-ON-THAMES	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810102	101.02	HJ	HERTFORD	12 Carlton	Type 2	12-Dec-08	08-Mar-09	01-May-09	3	Apr-12	30-Nov-2009	28	single	no	P2
810107	101.07	HY	HIGH WYCOMBE	12 Carlton	Type 3	14-Dec-08	01-Feb-09	16-Apr-09	3	Apr-12	30-Dec-2009	27	single	no	P3
810121	101.21	HGN	HUGHENDEN	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810117	101.17	KNL	KENLEY	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810162	101.62	KAT	KENSAL TOWN	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810130	101.30	MRB	MARLOW BOTTOM	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810137	101.37	MIC	MICKLEFIELD	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3

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810115	101.15	MKL	MICKLEHAM	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810133	101.33	NAD	NEW ADDINGTON	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810154	101.54	NBT	NEW BARNET	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810159	101.59	OCN	OLD COULSDON	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810173	101.73	ORP	ORPINGTON	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810135	101.35	OTF	OTFORD	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810177	101.77	POP	POPLAR	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810103	101.03	REI	REIGATE	12 Carlton	Type 1B	14-Dec-08	01-Feb-09	16-Apr-09	6	Apr-12	02-May-2009	36	parallel	no	P2
810147	101.47	SKM	SKIRMETT	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810148	101.48	SAB	ST ALBANS	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810184	101.84	SUN	SUTTON HP	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810185	101.85	SUN	SUTTON VP	12 Carlton	Type 4	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810113	101.13	WLW	WELWYN	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810134	101.34	WWY	WEST WYCOMBE	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810150	101.50	WON	WONERSH	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810109	101.09	WBR	WOOBURN	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810106	101.06	WOO	WOOLWICH	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
810170	101.70	WOR	WORLDS END	12 Carlton	Type 3	01-Dec-08			3	Apr-12	30-Dec-2009	27	single	no	P3
811614	116.14	AIS	AISLABY	13 Tyne Tees	Type 3	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
810934	109.34	ALH	ALLENHEADS	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810908	109.08	ALN	ALSTON	13 Tyne Tees	Type 3	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
811603	116.03	BNG	BAINBRIDGE	13 Tyne Tees	Type 3	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3

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NGW Site Reference Number	Station No.	TLA	Site Name	DSO Region	NGW Station type	Planned ACP Issue Date (as at 17/05/07)	Target ADP issue Date (as at 17/05/07)	Target ADS Issue Date (as at 17/05/07)	Target Access Date (months prior to Target First Switchover Date)	Target First Switchover Date (as at date of this Agreement)	MTS1 Date	Months from MTS1 Date to Target First Switchover Date			
811600	116.00	BIL	BILSDALE	13 Tyne Tees	Type 1A	14-Sep-06	01-Feb-08	16-Apr-08	6	Sep-12	01-May-2008	53	dual	yes	P2
810932	109.32	BYB	BLAYDON BURN	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
811615	116.15	COST	CASTLETON	13 Tyne Tees	Type 4	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
810915	109.15	DU	DURHAM	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810922	109.22	ESH	ESH	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
811623	116.23	EN	ESTON NAB	13 Tyne Tees	Type 3	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
810930	109.30	FEL	FELLING	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810903	109.03	FNH	FENHAM	13 Tyne Tees	Type 1B	14-Feb-09	01-Apr-09	16-Jun-09	6	Oct-12	30-Jun-2009	40	parallel	no	P2
811604	116.04	GRN	GRINTON LODGE	13 Tyne Tees	Type 4	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
811605	116.05	GSB	GUISBOROUGH	13 Tyne Tees	Type 3	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
810918	109.18	HDP	HEDLEYHOPE	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810912	109.12	HUM	HUMSHAUGH	13 Tyne Tees	Type 3	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810917	109.17	ISB	IRESHOPEBURN	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810926	109.26	KIE	KIELDER	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
811608	116.08	LMH	LIMBER HILL	13 Tyne Tees	Type 3	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
810902	109.02	NWT	NEWTON	13 Tyne Tees	Type 2	16-Apr-09	08-Jul-09	31-Aug-09	3	Oct-12	01-Apr-2010	30	single	no	P2
810900	109.00	PP	PONTOPIKE	13 Tyne Tees	Type 1A	14-Apr-08	01-Jun-08	17-Aug-08	6	Oct-12	30-Aug-2008	50	dual	yes	P1
811606	116.06	RVS	RAVENS CAR	13 Tyne Tees	Type 3	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
811610	116.10	RMK	ROMALDKIRK	13 Tyne Tees	Type 3	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
811620	116.20	RISE	ROSEDALE ABBEY	13 Tyne Tees	Type 4	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
810919	109.19	SHM	SEAHAM	13 Tyne Tees	Type 3	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810914	109.14	SLF	SHOTLEYFIELD	13 Tyne Tees	Type 3	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3

Site Identification Details and Site Type						Information and Access Timetable							Combiner Unit	Reserve Antenna	Power Supply
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810921	109.21	STS	STAITHES	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810920	109.20	SU	SUNDERLAND	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810928	109.28	WAL	WALL	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
810906	109.06	WRL	WEARDALE	13 Tyne Tees	Type 2	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P2
811613	116.13	WEB	WEST BURTON	13 Tyne Tees	Type 4	02-Feb-09			3	Sep-12	28-Feb-2010	31	single	no	P3
810929	109.29	WAS	WHITASIDE	13 Tyne Tees	Type 4	02-Feb-09			3	Oct-12	30-Mar-2010	31	single	no	P3
811601	116.01	WB	WHITBY	13 Tyne Tees	Type 3	14-Feb-09	01-Apr-09	16-Jun-09	3	Sep-12	28-Feb-2010	31	single	no	P3
815105	151.05	BCO	BELCOO	14 Ulster	Type 3	01-Apr-09			3	Oct-12	30-May-2010	29	single	no	P3
810709	107.09	BLL	BELLAIR	14 Ulster	Type 3	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
810716	107.16	BNA	BENAGH	14 Ulster	Type 3	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
815100	151.00	BRM	BROUGHHER MOUNTAIN	14 Ulster	Type 1A	14-Feb-08	01-Apr-08	16-Jun-08	6	Oct-12	30-Jun-2008	52	dual	yes	P1
813011	130.11	BUK	BUCKNA	14 Ulster	Type 4	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3
813003	130.03	BML	BUSHMILLS	14 Ulster	Type 4	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3
810740	107.40	CMG	CAMLOUGH	14 Ulster	Type 2	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
810702	107.02	CNY	CARNMONEY HILL	14 Ulster	Type 3	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
813005	130.05	CLD	CLAUDY BROADCAST	14 Ulster	Type 3	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3
810719	107.19	CSL	CUSHENDALL	14 Ulster	Type 4	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
810718	107.18	CSN	CUSHENDUN	14 Ulster	Type 4	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
815106	151.06	DGL	DERRYGONNELLY	14 Ulster	Type 4	01-Apr-09			3	Oct-12	30-May-2010	29	single	no	P3
810700	107.00	DIV	DIVIS	14 Ulster	Type 1A	14-Mar-07	01-Jun-07	17-Aug-07	6	Nov-12	10-Dec-2007	60	dual	yes	P1
810727	107.27	GNR	GLENARIFF	14 Ulster	Type 4	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
813009	130.09	GNV	GLENELLY VALLEY	14 Ulster	Type 4	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3

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810720	107.20	GYN	GLYNN	14 Ulster	Type 4	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
813012	130.12	GNG	GORTNAGEERAGH	14 Ulster	Type 4	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3
813006	130.06	GRT	GORTNALEE	14 Ulster	Type 3	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3
810703	107.03	KHD	KILKEEL	14 Ulster	Type 3	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
810730	107.30	KWM	KILLOWEN MOUNTAIN	14 Ulster	Type 4	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
810701	107.01	LTK	LARNE	14 Ulster	Type 3	14-Apr-09	01-Jun-09	17-Jul-09	3	Nov-12	30-Jun-2010	29	single	no	P3
813000	130.00	LTS	LIMAVADY	14 Ulster	Type 1A	14-Mar-08	01-May-08	17-Jul-08	6	Sep-12	04-Dec-2008	46	dual	yes	P1
815107	151.07	LBL	LISBELLAW	14 Ulster	Type 4	01-Apr-09			3	Oct-12	30-May-2010	29	single	no	P3
813001	130.01	LD	LONDONDERRY	14 Ulster	Type 2	14-Jan-09	01-Mar-09	17-May-09	6	Sep-12	30-Apr-2010	29	parallel	no	P2
813013	130.13	MUL	MULDONAGH	14 Ulster	Type 4	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3
810721	107.21	NTS	NEWTOWNARDS	14 Ulster	Type 4	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
813008	130.08	PLB	PLUMBRIDGE	14 Ulster	Type 4	01-Apr-09			3	Sep-12	30-Apr-2010	29	single	no	P3
810708	107.08	WD	WHITEHEAD	14 Ulster	Type 4	01-Apr-09			3	Nov-12	30-Jun-2010	29	single	no	P3
812805	128.05	TTV	TORTEVAL	15 Channel	Type 4	01-Dec-08			3	Mar-13	30-Jun-2010	33	single	no	P3

2 Transmitter Power Rating for Main Stations

The table below sets out the proposed transmitter power ratings for the Main Stations.

Antenna System	Channels used by each MUX						PSB ERP W	COM ERP W	Transmitter Power kW					
	PSB1	PSB2	PSB3	COM4	COM5	COM6			PSB1	PSB2	PSB3	COM4	COM5	COM6
Type 1a Stations														
Bilsdale COM Main				43	46	50		50 k				3.802	3.867	3.822
Bilsdale COM Reserve				43	46	50		50 k				6.365	7.029	7.037
Bilsdale PSB Main	23	26	29				100 k		8.821	8.507	8.202			
Bilsdale PSB Reserve	23	26	29				100 k		12.706	12.425	12.937			
Blaenplwyf Main	21	24	27	22	25	28	40 k	10 k	2.904	2.810	2.866	0.708	0.768	0.777
Blaenplwyf Reserve	21	24	27	22	25	28	20 k	5 k	2.340	2.128	2.103	0.553	0.532	0.526
Bluebell Hill Main	61	54	46	48	45	43	20 k	20 k	1.170	1.236	1.205	1.119	1.213	1.226
Bluebell Hill Reserve	61	54	46	48	45	43	10 k	10 k	1.267	1.338	1.299	1.206	1.308	1.321
Bressay Main	22	28	25	21	24	27	2000	1000	0.163	0.151	0.157	0.083	0.080	0.077
Bressay Res	22	28	25	21	24	27	1000	500	0.135	0.125	0.130	0.068	0.066	0.063
Brougher Mtn. Main	22	28	25	21	24	27	20 k	2 k	1.793	1.615	1.782	0.191	0.176	0.168
Brougher Mtn. Reserve	22	28	25	21	24	27	20 k	2 k	3.744	3.378	3.729	0.387	0.367	0.348
Carmel Main	57	60	53	54	58	61	20 k	10 k	2.495	2.586	2.588	1.256	1.255	1.327
Carmel Reserve	57	60	53	54	58	61	10 k	5 k	1.627	1.326	1.535	0.762	0.708	0.653
Crystal Palace COM Main				22	25	28		200 k				12.128	12.036	11.321
Crystal Palace PSB Main	23	26	30				200 k		13.697	13.838	13.079			
Crystal Palace Reserve	23	26	30	22	25	28	200 k	200 k	7.641	7.921	7.371	7.704	7.809	8.359

Antenna System	Channels used by each MUX						PSB ERP W	COM ERP W	Transmitter Power kW					
	PSB1	PSB2	PSB3	COM4	COM5	COM6			PSB1	PSB2	PSB3	COM4	COM5	COM6
Divis Main	27	24	21	23	26	29	100 k	50 k	5.003	5.483	5.569	2.757	2.601	2.340
Divis Reserve	27	24	21	23	26	29	100 k	50 k	6.220	6.415	6.406	3.227	2.917	2.657
Eitshal Main	26	23	29	22	25	28	20 k	10 k	1.793	1.889	1.873	0.895	0.844	0.803
Eitshal Reserve	26	23	29	22	25	28	20 k	10 k	2.540	2.577	2.508	1.201	1.179	1.092
Hannington Main	42	45	51	41	44	47	50 k	25 k	2.893	2.680	2.011	1.477	1.381	1.242
Hannington Reserve	42	45	51	41	44	47	50 k	25 k	4.144	4.041	3.856	2.102	2.037	1.988
Heathfield Main	49	52	47	41	44	42	20 k	20 k	1.165	1.146	1.132	1.236	1.217	1.288
Heathfield Reserve	49	52	47	41	44	42	10 k	10 k	1.068	1.050	1.038	1.133	1.115	1.181
Keelylang Hill Main	46	43	50	42	45	49	20 k	10 k	0.968	1.016	0.919	0.520	0.491	0.465
Keelylang Hill Reserve	46	43	50	42	45	49	10 k	5 k	1.011	1.012	0.978	0.506	0.507	0.495
Limavady Main	55	62	59	54	58	61	20 k	10 k	1.013	0.934	0.980	0.508	0.501	0.473
Limavady Reserve	55	62	59	54	58	61	20 k	10 k	0.987	0.899	0.950	0.494	0.487	0.458
Llanddona Main	57	60	53	43	46	50	20 k	10 k	1.237	1.180	1.362	1.087	0.917	0.764
Llanddona Reserve	57	60	53	43	46	50	10 k	5 k	0.870	0.820	0.936	0.553	0.601	0.553
Mendip Main	54	58	61	48	52	56	100 k	100 k	4.505	4.801	5.072	3.858	3.895	4.068
Mendip Reserve	54	58	61	48	52	56	100 k	100 k	5.512	5.340	5.219	5.839	5.604	5.424
Midhurst Main	61	55	58	59	50	62	20 k	20 k	1.129	1.100	1.115	1.049	1.164	1.133
Midhurst Reserve	61	55	58	59	50	62	10 k	10 k	1.063	1.126	1.085	1.155	1.098	1.060
Oxford Main	53	57	60	55	59	62	100 k	50 k	4.036	4.171	4.352	2.050	2.142	2.245
Oxford Reserve	53	57	60	55	59	62	100 k	50 k	4.282	4.625	3.678	2.211	1.926	1.915
Pontop Pike COM				55	59	62		100 k				7.916	7.891	7.697

Antenna System	Channels used by each MUX						PSB ERP W	COM ERP W	Transmitter Power kW					
	PSB1	PSB2	PSB3	COM4	COM5	COM6			PSB1	PSB2	PSB3	COM4	COM5	COM6
Pontop Pike PSB	54	58	61				100 k		7.896	7.896	7.863			
Pontop Pike Reserve	54	58	61	55	59	62	100 k	100 k	5.090	5.122	5.181	5.102	5.130	5.249
Redruth Main	41	44	47	51	48	52	20 k	10 k	1.487	1.616	1.716	0.789	0.832	0.777
Redruth Reserve	41	44	47	51	48	52	10 k	5 k	1.557	1.980	1.773	0.846	0.859	0.833
Redruth Transitional						52		10 k						1.662
Rosemarkie Main	45	49	42	43	46	50	20 k	10 k	1.449	1.421	1.460	0.728	0.722	0.706
Rosemarkie Reserve	45	49	42	43	46	50	20 k	10 k	1.877	1.847	1.880	0.940	0.936	0.917
Rowridge COM Main				22	25	28		250 k				8.996	8.767	8.518
Rowridge COM Reserve				22	25	28		250 k				8.704	8.486	8.247
Rowridge PSB Main	24	27	21				400 k		15.972	15.419	16.619			
Rowridge PSB Reserve	24	27	21				400 k		15.870	15.748	15.234			
Sudbury COM Main				60	58	56		100 k				6.459	6.098	6.570
Sudbury COM Reserve				60	58	56		50 k				4.041	3.952	3.096
Sudbury PSB Main	41	44	47				100 k		4.264	4.964	5.565			
Sudbury PSB Reserve	41	44	47				100 k		4.264	4.964	5.565			
Sutton Coldfield Main	43	46	50	42	45	49	200 k	200 k	9.168	9.551	7.906	9.246	9.546	7.794
Sutton Coldfield Reserve	43	46	50	42	45	49	150 k	150 k	10.286	9.119	8.294	10.137	9.478	7.972
Tacolneston Main	55	59	62	42	45	50	100 k	100 k	4.149	4.090	4.116	4.166	4.150	4.296
Tacolneston Reserve	55	59	62	42	45	50	100 k	100 k	7.166	7.182	6.916	5.959	6.102	6.546
The Wrekin Main	23	26	30	41	44	47	20 k	10 k	1.528	1.464	1.387	0.603	0.588	0.570
The Wrekin Reserve	23	26	30	41	44	47	10 k	5 k	1.649	1.583	1.503	0.658	0.642	0.623

Antenna System	Channels used by each MUX						PSB ERP W	COM ERP W	Transmitter Power kW					
	PSB1	PSB2	PSB3	COM4	COM5	COM6			PSB1	PSB2	PSB3	COM4	COM5	COM6
Torosay Main	22	25	28	23	26	29	4000	2000	0.255	0.244	0.235	0.126	0.121	0.116
Torosay Reserve	22	25	28	23	26	29	2000	1000	0.234	0.225	0.216	0.115	0.111	0.106
Waltham Main	54	61	58	29	56	57	50 k	25 k	3.183	2.983	3.121	2.495	1.567	1.537
Waltham Reserve	54	61	58	29	56	57	50 k	25 k	3.183	2.983	3.121	2.495	1.567	1.537
Wenvoe Main	41	44	47	42	45	49	100 k	50 k	3.899	3.913	3.794	1.955	1.931	1.877
Wenvoe Reserve	41	44	47	42	45	49	100 k	50 k	3.132	3.618	3.516	1.622	1.935	1.543
Type 1b Stations														
Aberdare	21	27	24	22	25	28	100	50	0.007	0.007	0.007	0.003	0.003	0.003
Brierley Hill	53	57	60	55	59	62	2000	1000	0.137	0.132	0.127	0.067	0.064	0.062
Bristol Ilchester Crescent	41	44	47	42	45	49	100	50	0.006	0.006	0.006	0.003	0.003	0.003
Bristol Kings Weston Hill	43	46	50	53	57	60	200	200	0.027	0.026	0.025	0.024	0.023	0.023
Bromsgrove	23	26	30	41	44	47	400	200	0.028	0.027	0.026	0.011	0.011	0.011
Fenham	21	24	27	22	25	28	400	200	0.029	0.028	0.027	0.014	0.014	0.013
Fenton	21	24	27	22	25	28	2000	1000	0.146	0.139	0.134	0.072	0.069	0.066
Guildford	43	46	49	48	52	56	2000	1000	0.118	0.115	0.111	0.056	0.054	0.052
Hastings	22	25	28	23	26	30	1000	500	0.154	0.151	0.149	0.077	0.075	0.074
Hemel Hempstead	41	44	47	55	59	62	2000	1000	0.237	0.244	0.249	0.126	0.124	0.121
Kilvey Hill Main	23	26	29	22	25	28	2000	2000	0.180	0.165	0.152	0.196	0.172	0.158
Kilvey Hill Reserve	23	26	29	22	25	28	2000	2000	0.248	0.228	0.208	0.269	0.236	0.216
Lark Stoke COM				41	44	47		630				0.089	0.088	0.087

Antenna System	Channels used by each MUX						PSB ERP W	COM ERP W	Transmitter Power kW					
	PSB1	PSB2	PSB3	COM4	COM5	COM6			PSB1	PSB2	PSB3	COM4	COM5	COM6
Lark Stoke PSB	23	26	30				1260		0.137	0.134	0.131			
Malvern	53	57	60	55	59	62	400	200	0.033	0.032	0.031	0.016	0.016	0.015
Olivers Mount	53	57	60	54	58	61	2000	1000	0.247	0.238	0.232	0.122	0.118	0.115
Pontypool	23	26	29	22	25	28	50	25	0.006	0.006	0.006	0.003	0.003	0.003
Reigate COM				21	24	27		1000				0.129	0.123	0.119
Reigate PSB	53	57	60				2000		0.267	0.258	0.251			
Salisbury	57	60	53	55	59	62	2000	1000	0.138	0.135	0.143	0.070	0.068	0.066
Sheffield COM				42	45	49		500				0.162	0.162	0.159
Sheffield PSB	21	24	27				1000		0.156	0.153	0.150			
Storeton	22	25	28	23	26	29	560	260	0.094	0.083	0.079	0.041	0.037	0.037
Storeton Wales	53	57	60				500		0.036	0.035	0.034			
Tunbridge Wells	49	52	47	41	44	42	4000	4000	0.466	0.453	0.475	0.505	0.490	0.500
Whitehawk Hill	53	57	60	48	51	56	4000	1000	0.273	0.261	0.254	0.070	0.066	0.066

3 Gain Calculations for NGW Relay Stations

3.1 The table below details the Gain Calculations for each of the NGW Relay Stations.

3.2 For the DTT Antenna Gain Information (Beyond Existing 80 DTT):

3.2.1 DTT ERP is taken from JPP Plan 5.3;

3.2.2 In all cases, where mixed polarisation is used, the two antennas are fed from a single transmitter; and

3.2.3 For Stations with an ERP <25W, non-selective combining may be utilised and Antenna System gains may reduce by up to 6dB. In this instance the transmitter power would quadruple compared to the published data.

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
11913	ABERCRAF	25	11.0	22	2.0	28	2.0	25	2.0
10612	ABERTILLERY	56	14.5	22	2.0	28	2.0	25	2.0
13502	ABERYSTWYTH	5	10.6	58	0.4	61	0.4	54	0.4
10572	ACHARACLE	2	7.0	43	0.4	46	0.4	50	0.4
13519	AFON DYFI	2	5.7	22	0.5	28	0.5	25	0.5
13704	AINSTABLE	20	10.0	49	2.0	42	2.0	45	2.0
11614	AISLABY	8	6.0	45	1.9	49	1.9	42	1.9
12610	ALDBOURNE	2	9.5	21	0.2	24	0.2	27	0.2
11402	ALDEBURGH	10000	10.0	23	1000	28	1000	30	1000
10138	ALEXANDRA PALACE	13	4.5	54	4.6	58	4.6	61	4.6
10934	ALLENHEADS	2	6.0	21	0.5	24	0.5	27	0.5
10908	ALSTON	80	9.0	42	10	45	10	49	10
14121	ALVERTON	2	6.0	21	0.5	24	0.5	27	0.5
10235	AMBERGATE	7	4.8	22	2.5	25	2.5	28	2.5
11810	AMLWCH	7	5.4	22	2.0	28	2.0	25	2.0
15413	ARDINTOUL	9	7.8	45	1.6	49	1.6	42	1.6
15226	ARDNADAM	14	15.4	48	0.4	52	0.4	56	0.4
10564	ARISAIG	2	6.0	23	0.5	26	0.5	29	0.5
11705	ASCOTT UNDER WYCHWOOD	6	4.6	21	2.0	24	2.0	27	2.0
10212	ASHBOURNE	50	7.0	22	10	25	10	28	10

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
11111	ASHFORD IN THE WATER	3	7.4	22	0.5	25	0.5	28	0.5
10168	ASSENDON	2	6.0	55	0.5	59	0.5	62	0.5
15407	ATTADALE	2	7.0	22	0.4	25	0.4	28	0.4
15601	AUCHMORE WOOD	20	10.0	22	2.0	28	2.0	25	2.0
15307	AVOCH	2	3.0	57	1.0	60	1.0	53	1.0
10364	BACKBARROW	2	4.8	57	0.7	60	0.7	53	0.7
15408	BADACHRO	7	5.4	46	2.0	43	2.0	50	2.0
11603	BAINBRIDGE	8	4.9	53	2.5	57	2.5	60	2.5
15305	BALBLAIR WOOD	17	9.2	55	2.0	59	2.0	62	2.0
10520	BALLACHULISH	4	9.5	23	0.4	26	0.4	29	0.4
12319	BALNAGUARD	2	7.0	42	0.4	45	0.4	49	0.4
13406	BALTASOUND	4	9.5	42	0.4	45	0.4	49	0.4
10608	BARGOED	60	14.8	21	2.0	27	2.0	24	2.0
10356	BARROW TOWN HALL	2	2.0	41	1.3	44	1.3	47	1.3
11002	BATH	50	7.0	22	10	25	10	28	10
10415	BEECROFT HILL	200	7.0	55	40	59	40	62	40
15105	BELCOO	17	9.4	41	2.0	44	2.0	47	2.0
10709	BELLAIR	8	6.0	48	2.0	56	2.0	52	2.0
10528	BELLANOCH	10	7.8	42	1.7	45	1.7	49	1.7
11104	BELPER	6	4.8	53	2.0	57	2.0	60	2.0
14801	BEN TONGUE	7	6.0	45	1.8	49	1.8	42	1.8
10716	BENAGH	11	7.5	22	2.0	28	2.0	25	2.0
11804	BETHESDA	5	11.0	57	0.4	60	0.4	53	0.4
11825	BETHESDA NORTH	2	6.0	28	0.5	22	0.5	25	0.5
11801	BETWS Y GOED	100	11.0	21	8.0	24	8.0	27	8.0
14519	BETWS YN RHOS	3	8.8	21	0.3	27	0.3	24	0.3
10825	BEVENDEAN	2	8.0	46	0.3	43	0.3	29	0.3
13999	BEXHILL	400	TBA	54	TBA	58	TBA	61	TBA
10310	BIDSTON	13	8.2	41	2.0	44	2.0	47	2.0
10142	BIGGIN HILL	2	7.8	42	0.3	45	0.3	49	0.3
10311	BIRCH VALE	50	7.0	43	10	46	10	50	10
11112	BIRCHOVER	5	7.8	42	0.8	45	0.8	49	0.8
10111	BISHOPS STORTFORD	6	4.8	55	1.9	59	1.9	62	1.9

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10479	BLACKBURN IN ROTHERHAM	2	3.0	53	1.0	57	1.0	60	1.0
15238	BLACKWATERFOOT	8	6.0	43	2.0	46	2.0	50	2.0
10646	BLAENAU GWENT	2	10.8	57	0.2	60	0.2	53	0.2
10617	BLAENAVON	30	11.0	57	2.4	60	2.4	53	2.4
10662	BLAENLLECHAU	2	3.0	21	1.0	27	1.0	24	1.0
10614	BLAINA	20	10.0	46	2.0	43	2.0	50	2.0
12307	BLAIR ATHOLL	8	7.0	46	1.7	43	1.7	50	1.7
10932	BLAYDON BURN	2	3.0	41	1.0	44	1.0	47	1.0
11109	BOLEHILL	50	7.0	53	10	57	10	60	10
15431	BORVE	2	6.0	22	0.5	25	0.5	28	0.5
13523	BOW STREET	17	10.0	47	1.7	44	1.7	41	1.7
15242	BOWMORE HP	10	See VP	42		45		49	
15209	BOWMORE VP	13	6.9	42	2.6	45	2.6	49	2.6
10838	BRADING	4	10.0	41	0.4	44	0.4	47	0.4
11206	BRAEMAR	3	8.8	45	0.4	42	0.4	49	0.4
10217	BRETCH HILL	17	9.4	48	2.0	52	2.0	56	2.0
10245	BRIDGNORTH	3	9.0	55	0.4	59	0.4	62	0.4
10826	BRIGHTON CENTRAL	9	8.0	45	1.5	41	1.5	47	1.5
11038	BRISTOL BARTON HOUSE	4	7.4	21	0.7	24	0.7	27	0.7
11074	BRISTOL WARMLEY	2	0.0	42	2.0	45	2.0	49	2.0
12915	BROAD HAVEN	2	4.8	58	0.7	61	0.7	54	0.7
13525	BRONEIRION	2	5.4	26	0.6	23	0.6	29	0.6
12938	BRONNANT	3	9.0	26	0.4	23	0.4	29	0.4
11924	BRONWYDD ARMS	2	6.0	21	0.5	27	0.5	24	0.5
15417	BRUERNISH	2	3.0	46	1.0	43	1.0	50	1.0
13810	BRUSHFORD	3	9.8	21	0.3	24	0.3	27	0.3
13011	BUCKNA	3	8.1	41	0.4	44	0.4	47	0.4
12106	BUCKNELL	2	6.0	42	0.5	45	0.5	49	0.5
10330	BURBAGE	3	8.5	41	0.4	44	0.4	47	0.4
10679	BURRY PORT	2	4.9	58	0.6	61	0.6	54	0.6
13003	BUSHMILLS	2	5.1	41	0.6	44	0.6	47	0.6
10314	BUXTON	200	7.0	21	40	24	40	27	40
11814	CAERGYBI	2	3.0	21	1.0	24	1.0	27	1.0

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
11824	CAERNARFON	2	0.0	21	2.0	24	2.0	27	2.0
10418	CALVER PEAK	50	7.0	42	10	45	10	49	10
10740	CAMLOUGH	126	8.0	58	20	61	20	54	20
15206	CAMPBELTOWN	25	7.0	53	5.0	57	5.0	60	5.0
10131	CANE HILL	5	4.8	54	1.7	58	1.7	61	1.7
11062	CARHAMPTON	2	6.0	21	0.5	24	0.5	27	0.5
12317	CARIE	20	10.0	21	2.0	27	2.0	24	2.0
10702	CARNMONEY HILL	4	3.0	46	2.0	43	2.0	50	2.0
13515	CARNO	2	8.5	21	0.3	27	0.3	24	0.3
15223	CARRADALE	6	4.6	41	2.0	44	2.0	47	2.0
10372	CARTMEL	2	3.4	22	0.9	25	0.9	28	0.9
10532	CASTLEBAY	2	4.8	21	0.7	24	0.7	27	0.7
11615	CASTLETON	2	6.0	55	0.5	59	0.5	62	0.5
10140	CATERHAM	6	5.4	55	1.7	59	1.7	62	1.7
11811	CEMAES	6	7.8	42	0.9	45	0.9	49	0.9
11029	CERNE ABBAS	20	10.4	22	1.8	25	1.8	28	1.8
14511	CERRIG Y DRUDION	6	5.1	26	2.0	23	2.0	29	2.0
13809	CHAGFORD	2	7.8	21	0.4	24	0.4	27	0.4
11701	CHARLBURY	10	1.5	41	7.1	44	7.1	47	7.1
10118	CHEPPING WYCOMBE	4	10.0	41	0.4	44	0.4	47	0.4
10837	CHESELBOURNE	2	5.4	57	0.6	53	0.6	60	0.6
10112	CHESHAM	20	10.0	43	2.0	46	2.0	50	2.0
11068	CHILFROME	13	9.0	43	1.6	46	1.6	50	1.6
10354	CHINLEY	2	7.6	61	0.4	54	0.4	58	0.4
12606	CHISBURY	4	11.0	55	0.3	59	0.3	62	0.3
10518	CLACHAN	2	3.0	43	1.0	46	1.0	50	1.0
15222	CLAONAIG	15	8.7	55	2.0	59	2.0	62	2.0
13005	CLAUDY	6	4.6	57	2.0	60	2.0	53	2.0
15402	CLETTRAVAL	400	10.0	44	40	41	40	47	40
12102	CLUN	11	7.5	55	2.0	59	2.0	62	2.0
10651	CLYRO	32	12.0	47	2.0	44	2.0	41	2.0
12104	COALBROOKDALE	2	2.4	43	1.1	46	1.1	50	1.1
11817	COED DERW	4	11.0	43	0.3	46	0.3	50	0.3

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10824	COLDEAN	7	6.0	41	1.8	44	1.8	47	1.8
13408	COLLAFIRTH HILL	4	9.2	41	0.4	44	0.4	47	0.4
10327	CONGLETON	40	13.0	41	2.0	44	2.0	47	2.0
10345	CONISTON	18	9.5	21	2.0	24	2.0	27	2.0
11803	CONWAY	400	10.0	41	40	44	40	47	40
10817	CORFE CASTLE	4	9.0	41	0.5	44	0.5	47	0.5
13533	CORRIS	2	4.8	45	0.7	49	0.7	42	0.7
11080	CORSHAM HP	2	See VP	41		44		47	
11071	CORSHAM VP	2	6.0	41	0.5	44	0.5	47	0.5
14509	CORWEN	40	10.8	22	3.3	28	3.3	25	3.3
11027	COUNTISBURY	25	11.0	43	2.0	46	2.0	50	2.0
10512	COW HILL	13	4.1	43	5.0	46	5.0	50	5.0
13218	CREDITON	7	6.0	43	1.8	46	1.8	50	1.8
15616	CROMARTY	2	4.0	22	0.8	28	0.8	25	0.8
13746	CROSBY RAVENSWORTH	2	4.8	53	0.7	57	0.7	60	0.7
10143	CROYDON OLD TOWN	7	5.2	48	2.0	52	2.0	56	2.0
10719	CUSHENDALL	3	9.4	46	0.3	43	0.3	50	0.3
10718	CUSHENDUN	5	12.4	22	0.3	28	0.3	25	0.3
10645	CWM FFRWD OER	2	3.0	46	1.0	43	1.0	50	1.0
13546	CWRTNEWYDD	2	6.0	41	0.5	44	0.5	47	0.5
14534	CYFFYLLIOG	2	6.0	22	0.5	25	0.5	28	0.5
12930	CYNWYL ELFED	2	4.0	22	0.8	28	0.8	25	0.8
15403	DALIBURGH	6	4.8	57	2.0	60	2.0	53	2.0
10534	DALMALLY	8	7.0	41	1.6	44	1.6	47	1.6
11118	DARLEY DALE	3	9.0	43	0.4	46	0.4	50	0.4
11805	DEINIOLEN	8	7.0	22	1.6	25	1.6	28	1.6
13731	DENTDALE	10	7.2	53	2.0	57	2.0	60	2.0
15106	DERRYGONNELLY	2	6.0	41	0.5	44	0.5	47	0.5
12911	DOLGELLAU	4	3.8	55	1.7	62	1.7	59	1.7
13517	DOLYBONT	7	5.1	58	2.1	61	2.1	54	2.1
10139	DORKING HP	9	7.4	41	1.6	44	1.6	47	1.6
10179	DORKING VP	4	See HP	41		44		47	
13710	DOUGLAS	1000	10.0	53	100	57	100	60	100

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
15406	DUNCRAIG	33	8.2	41	5.0	44	5.0	47	5.0
14704	DUNKELD	16	10.0	41	1.6	44	1.6	47	1.6
10915	DURHAM	3	8.8	41	0.4	44	0.4	47	0.4
14807	DURNESS	2	5.4	57	0.6	60	0.6	53	0.6
10531	DYCHLIEMORE LINK	0.050	10.0	22	0.005	25	0.005	28	0.005
14918	EARDISTON	2	5.1	54	0.6	58	0.6	61	0.6
10254	EARL STERNDALE	8	6.0	54	2.0	58	2.0	61	2.0
10516	EASDALE	2	5.4	42	0.6	45	0.6	49	0.6
13909	EAST DEAN	4	6.0	43	1.0	46	1.0	50	1.0
10141	EAST GRINSTEAD	23	10.7	55	2.0	43	2.0	62	2.0
13905	EASTBOURNE	40	7.0	26	8.0	23	8.0	30	8.0
13922	EASTBOURNE OLD TOWN	8	3.0	43	4.0	46	4.0	50	4.0
10613	EBBW VALE	100	4.0	55	40	62	40	59	40
10433	EDALE	2	3.0	53	1.0	57	1.0	60	1.0
10205	EDGBASTON	4	3.0	21	2.0	24	2.0	27	2.0
10155	EDMONTON	5	11.0	54	0.4	58	0.4	61	0.4
10922	ESH	2	7.8	42	0.4	45	0.4	49	0.4
11623	ESTON NAB	3	3.0	48	1.5	51	1.5	52	1.5
11059	EXFORD	2	6.0	41	0.5	44	0.5	47	0.5
10334	FAR HIGHFIELD	3	9.0	48	0.3	56	0.3	52	0.3
15805	FARLEIGH	3	7.8	50	0.5	53	0.5	56	0.5
10180	FARNINGHAM	3	8.1	48	0.4	52	0.4	56	0.4
10930	FELLING	2	4.8	46	0.7	50	0.7	43	0.7
10619	FERNDALE	20	9.0	57	2.5	60	2.5	53	2.5
12919	FERRYSIDE	5	3.2	21	2.4	24	2.4	27	2.4
13407	FETLAR	26	7.2	46	5.0	43	5.0	50	5.0
15607	GLEN URQUHART VP	18	9.5	41	2.0	44	2.0	47	2.0
10727	GLENARIFF	2	8.8	58	0.3	61	0.3	54	0.3
13009	GLENELLY VALLEY	3	8.0	26	0.4	23	0.4	29	0.4
10158	FINCHLEY	3	9.0	48	0.3	52	0.3	56	0.3
10807	FINDON	2000	7.0	41	400	44	400	47	400
13506	FISHGUARD	25	7.5	58	4.5	61	4.5	54	4.5
13403	FITFUL HEAD	19	9.7	45	2.0	42	2.0	49	2.0

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10542	FIUNARY	10	14.0	43	0.4	46	0.4	50	0.4
15604	FODDERTY	24	10.8	54	2.0	58	2.0	61	2.0
15602	FORT AUGUSTUS	2	7.4	26	0.4	23	0.4	29	0.4
13760	FOXDALE	2	6.0	23	0.5	26	0.5	29	0.5
10681	GELLIFENDIGAID	2	9.0	55	0.3	62	0.3	59	0.3
10266	GIB HEATH	3	8.0	55	0.4	59	0.4	62	0.4
10514	GIGHA ISLAND	12	7.8	41	2.0	44	2.0	47	2.0
10628	GILFACH	10	7.0	21	2.0	27	2.0	24	2.0
15205	GIRVAN	50	7.0	55	10	59	10	62	10
15617	GLEN CONVINTH	7	5.4	21	2.0	24	2.0	27	2.0
15627	GLEN URQUHART HP	2	See VP	41		44		47	
10517	GLENGORM	520	10.4	48	47	52	47	56	47
13764	GLENMAYE	4	10.0	43	0.4	46	0.4	50	0.4
10313	GLOSSOP	50	8.0	22	8.0	25	8.0	28	8.0
10720	GLYNN	2	1.5	58	1.4	61	1.4	54	1.4
13012	GORTNAGEERAGH	4	10.0	45	0.4	42	0.4	49	0.4
13006	GORTNALEE	6	5.1	21	2.0	24	2.0	27	2.0
12321	GRANDTULLY	2	6.0	58	0.5	61	0.5	54	0.5
15301	GRANTOWN	70	11.5	41	5.0	44	5.0	47	5.0
10251	GRAVELLY HILL	3	9.0	55	0.4	59	0.4	62	0.4
10114	GREAT MISSENDEN	17	9.3	54	2.0	58	2.0	61	2.0
11916	GREENHILL	15	8.7	21	2.0	27	2.0	24	2.0
10174	GREENWICH	3	1.8	48	2.0	52	2.0	56	2.0
11604	GRINTON LODGE	5	11.0	42	0.4	45	0.4	49	0.4
11820	GRONANT	8	3.0	26	4.0	29	4.0	23	4.0
11605	GUISBOROUGH	10	7.0	53	2.0	57	2.0	60	2.0
10233	GUITING POWER	2	7.8	41	0.4	44	0.4	47	0.4
14113	GULVAL	5	11.1	23	0.4	26	0.4	29	0.4
12103	HADEN HILL	4	6.0	42	1.0	45	1.0	49	1.0
12105	HALESOWEN	2	8.0	54	0.4	58	0.4	61	0.4
13705	HALTWHISTLE	400	10.0	55	40	59	40	62	40
10164	HAMMERSMITH	2	7.0	55	0.4	59	0.4	62	0.4
10166	HAMPSTEAD HEATH	2	1.0	41	1.6	44	1.6	47	1.6

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10256	HAMSTEAD	2	4.0	21	0.8	24	0.8	27	0.8
10831	HANGLETON	2	5.4	45	0.6	49	0.6	42	0.6
10252	HARBORNE	8	0.0	48	8.0	52	8.0	56	8.0
10214	HARTINGTON	7	5.2	48	2.0	52	2.0	56	2.0
12501	HASLEMERE	3	8.8	22	0.4	28	0.4	25	0.4
13917	HASTINGS OLD TOWN	2	7.0	55	0.4	59	0.4	62	0.4
12918	HAVERFORDWEST	100	7.0	52	20	56	20	48	20
10350	HAWKSHEAD	12	7.9	23	2.0	26	2.0	29	2.0
13907	HAYWARDS HEATH	7	5.7	43	1.9	45	1.9	46	1.9
14905	HAZLER HILL	5	11.0	42	0.4	45	0.4	49	0.4
10918	HEDLEYHOPE	4	9.5	43	0.4	46	0.4	50	0.4
14103	HELSTON	2	7.0	54	0.4	58	0.4	61	0.4
12620	HEMDEAN HP	8	See VP	48		52		56	
12609	HEMDEAN VP	20	5.1	48	6.2	52	6.2	56	6.2
10124	HEMEL HEMPSTEAD TOWN	3	10.0	53	0.3	57	0.3	60	0.3
10110	HENLEY	20	10.0	54	2.0	58	2.0	61	2.0
14920	HEREFORD	7	13.0	41	0.4	44	0.4	47	0.4
10102	HERTFORD	400	10.0	54	40	58	40	61	40
15237	HIGH KEIL	4	10.0	41	0.4	44	0.4	47	0.4
10107	HIGH WYCOMBE	100	10.0	55	10	59	10	62	10
13919	HOLLINGTON PARK	2	6.0	55	0.5	59	0.5	62	0.5
10426	HOPE	2	8.8	22	0.3	25	0.3	28	0.3
10121	HUGHENDEN	12	7.8	43	2.0	46	2.0	50	2.0
10912	HUMSHAUGH	12	7.7	42	2.0	45	2.0	49	2.0
12003	HUNMANBY	10	7.8	42	1.7	45	1.7	49	1.7
12604	HURSTBOURNE TARRANT	2	7.0	22	0.4	25	0.4	28	0.4
11304	HYTHE	14	3.0	21	7.2	24	7.2	27	7.2
10219	ICOMB HILL	22	10.4	22	2.0	25	2.0	28	2.0
15429	INVERARISH	8	6.0	46	2.0	43	2.0	50	2.0
15610	INVERNESS	7	5.4	55	1.9	59	1.9	62	1.9
10236	IPSTONES EDGE	6	11.5	53	0.4	57	0.4	60	0.4
10917	IRESHOPEBURN	2	7.4	55	0.4	59	0.4	62	0.4
10232	IRONBRIDGE	2	7.4	54	0.4	58	0.4	61	0.4

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
14101	ISLES OF SCILLY	100	10.0	21	10	24	10	27	10
13763	JURBY	32	6.4	43	7.4	46	7.4	50	7.4
10336	KENDAL	400	10.0	53	40	57	40	60	40
10361	KENDAL FELL	3	9.0	43	0.4	46	0.4	50	0.4
10222	KENILWORTH	2	7.0	53	0.4	57	0.4	60	0.4
10117	KENLEY	28	8.5	43	4.0	46	4.0	50	4.0
12306	KENMORE	24	6.8	26	5.0	23	5.0	29	5.0
10162	KENSAL TOWN	5	11.0	48	0.4	52	0.4	56	0.4
13514	KERRY	3	9.3	21	0.4	27	0.4	24	0.4
10202	KIDDERMINSTER	400	10.0	54	40	58	40	61	40
10926	KIELDER	5	11.3	23	0.4	26	0.4	29	0.4
15411	KILBRIDE SOUTH UIST	26	11.1	45	2.0	49	2.0	42	2.0
10703	KILKEEL	400	10.0	45	40	49	40	42	40
12325	KILLIN HP	2	See VP	45		49		42	
12310	KILLIN VP	23	11.1	45	1.8	49	1.8	42	1.8
10730	KILLOWEN MOUNTAIN	5	21.8	27	0.0	24	0.0	21	0.0
10501	KILMACOLM	6	12.0	21	0.4	24	0.4	27	0.4
10591	KILMELFORD	6	4.0	55	2.6	59	2.6	62	2.6
11060	KILVE	2	6.0	55	0.5	59	0.5	62	0.5
13756	KIMMERAGH	100	6.0	43	25	46	25	50	25
12408	KIMPTON	2	6.0	53	0.5	57	0.5	60	0.5
15302	KINGUSSIE	20	9.6	46	2.2	43	2.2	50	2.2
15435	KINLOCHBERVIE HP	3	See VP	46		43		50	
15436	KINLOCHBERVIE VP	16	8.1	46	2.5	43	2.5	50	2.5
10523	KINLOCHLEVEN	2	9.0	55	0.3	59	0.3	62	0.3
10575	KINTRAW	4	10.0	43	0.4	46	0.4	50	0.4
10201	KINVER	2	8.5	48	0.3	52	0.3	56	0.3
13724	KIRKCUDBRIGHT	2	4.8	21	0.7	24	0.7	27	0.7
15437	KYLERHEA	10	14.0	44	0.4	41	0.4	47	0.4
10309	LADDER HILL	200	7.0	23	40	26	40	29	40
15306	LAIRG	3	8.1	41	0.4	44	0.4	47	0.4
13912	LAMBERHURST	2	3.0	54	1.0	60	1.0	62	1.0
12613	LAMBOURN	2	5.4	54	0.6	58	0.6	61	0.6

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10360	LANGLEY	2	7.8	21	0.3	24	0.3	27	0.3
10701	LARNE	400	10.0	45	40	49	40	42	40
13714	LAXEY	3	4.0	53	1.0	57	1.0	60	1.0
10210	LEEK	200	7.0	22	40	25	40	28	40
11103	LEICESTER	2	6.0	22	0.5	25	0.5	28	0.5
13921	LEWES HP	2	See VP	22		28		25	
13906	LEWES VP	48	5.1	22	15	28	15	25	15
11608	LIMBER HILL	8	7.0	41	1.6	44	1.6	47	1.6
15107	LISBELLAW	2	5.4	54	0.6	58	0.6	61	0.6
11113	LITTLE EATON	2	6.0	22	0.5	25	0.5	28	0.5
14517	LLANARMON YN IAL	2	5.1	21	0.6	24	0.6	27	0.6
13518	LLANBRYNMAIR	4	10.0	22	0.4	28	0.4	25	0.4
14522	LLANDDULAS	3	8.8	26	0.4	23	0.4	29	0.4
11807	LLANDECWYN	60	10.8	58	5.0	61	5.0	54	5.0
13510	LLANDINAM	50	8.0	41	8.0	44	8.0	47	8.0
11904	LLANDRINDOD	400	10.5	45	36	49	36	42	36
12903	LLANDYFRIOG	22	10.4	22	2.0	28	2.0	25	2.0
12914	LLANDYSUL	15	8.8	57	2.0	60	2.0	53	2.0
11901	LLANELLI	20	10.0	45	2.0	49	2.0	42	2.0
10622	LLANGEINOR	38	8.8	55	5.0	62	5.0	59	5.0
14518	LLANGERNYW	2	7.0	22	0.4	28	0.4	25	0.4
14502	LLANGOLLEN	2	8.8	57	0.3	60	0.3	53	0.3
12906	LLANGRANOG	8	6.0	22	2.0	25	2.0	28	2.0
13520	LLANGURIG UHF	2	6.0	26	0.5	23	0.5	29	0.5
12924	LLANGYBI	3	8.8	22	0.3	28	0.3	25	0.3
10626	LLANHILLETH	10	4.8	45	3.3	49	3.3	42	3.3
13511	LLANIDLOES	2	4.0	22	0.8	28	0.8	25	0.8
13522	LLANRHAADR YM MOCHNANT	15	4.9	49	4.9	45	4.9	42	4.9
11923	LLANSAWEL	2	5.1	22	0.6	28	0.6	25	0.6
12910	LLWYN ONN	7	14.0	22	0.3	25	0.3	28	0.3
10574	LOCH FEOCHAN	8	5.2	58	2.5	61	2.5	54	2.5
15419	LOCHINVER	2	6.0	46	0.5	43	0.5	50	0.5
15440	LOCHMADDY HP	8	6.0	22	2.0	28	2.0	25	2.0

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
15430	LOCHMADDY VP	2	See HP	22		28		25	
13001	LONDONDERRY	2000	6.6	41	438	44	438	47	438
10258	LONG COMPTON	2	3.0	22	1.0	25	1.0	28	1.0
13509	LONG MOUNTAIN	400	7.0	58	80	61	80	54	80
12614	LUCCOMBE	5	11.0	55	0.4	59	0.4	62	0.4
14903	LUDLOW	5	11.0	42	0.4	45	0.4	49	0.4
10832	LULWORTH	2	7.4	55	0.4	59	0.4	62	0.4
10834	LUSCOMBE VALLEY	2	6.0	45	0.5	49	0.5	42	0.5
12402	LUTON	16	9.0	55	2.0	59	2.0	62	2.0
13501	MACHYNLLETH	4	10.0	57	0.4	60	0.4	53	0.4
10604	MAESTEG	50	7.0	22	10	28	10	25	10
10519	MALLAIG	4	2.6	43	2.4	46	2.4	50	2.4
11024	MARLBOROUGH	20	10.0	22	2.0	25	2.0	28	2.0
10130	MARLOW BOTTOM	2	7.4	54	0.4	58	0.4	61	0.4
11110	MATLOCK	3	2.3	21	2.0	24	2.0	27	2.0
14803	MELVICH	11	7.5	41	2.0	44	2.0	47	2.0
10607	MERTHYR TYDFIL	25	11.0	22	2.0	28	2.0	25	2.0
10137	MICKLEFIELD	2	6.0	53	0.5	57	0.5	60	0.5
10115	MICKLEHAM	18	10.0	54	1.8	58	1.8	61	1.8
15210	MILLBURN MUIR	50	7.0	42	10	49	10	45	10
10344	MILLOM PARK	43	10.0	22	4.3	25	4.3	28	4.3
13750	MILLTHROP	3	8.8	48	0.4	56	0.4	52	0.4
11812	MOCHDRE	2	0.0	26	2.0	23	2.0	29	2.0
11014	MONKSILVER	3	8.8	43	0.4	46	0.4	50	0.4
13913	MOUNTFIELD	2	6.5	43	0.4	45	0.4	46	0.4
13013	MULDONAGH	3	8.0	22	0.4	28	0.4	25	0.4
11915	MYNYDD EMROCH	18	9.5	46	2.0	43	2.0	50	2.0
10603	MYNYDD MACHEN	400	10.0	23	40	26	40	29	40
12901	MYNYDD PENCARREG	24	10.8	58	2.0	61	2.0	54	2.0
10634	NANT Y MOEL	2	3.0	21	1.0	27	1.0	24	1.0
10692	NEATH ABBEY HP	10	See VP	48		42		56	
10693	NEATH ABBEY VP	10	6.0	48	2.5	42	2.5	56	2.5
15409	NESS OF LEWIS	6	5.1	44	2.0	41	2.0	47	2.0

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10513	NETHERTON BRAE	2	4.0	22	0.8	25	0.8	28	0.8
10133	NEW ADDINGTON	3	9.5	54	0.4	58	0.4	61	0.4
10154	NEW BARNET	2	5.4	55	0.6	59	0.6	62	0.6
13901	NEWHAVEN	400	10.0	43	40	46	40	50	40
12917	NEWPORT BAY	10	8.1	57	1.5	60	1.5	53	1.5
10902	NEWTON	400	10.0	23	40	26	40	29	40
10721	NEWTOWNARDS	2	7.4	58	0.4	61	0.4	54	0.4
13811	NORTH BOVEY	7	7.0	43	1.4	46	1.4	50	1.4
13143	NORTH HESSARY TOR	2	8.0	55	0.4	59	0.4	62	0.4
10238	OAKAMOOD	2	7.4	21	0.4	24	0.4	27	0.4
14906	OAKELEY MYND	10	7.0	42	2.0	45	2.0	49	2.0
10527	OBAN	2	7.8	41	0.4	44	0.4	47	0.4
11016	OGBOURNE ST GEORGE	3	8.8	43	0.3	46	0.3	50	0.3
10630	OGMORE VALE	20	10.0	57	2.0	60	2.0	53	2.0
13114	OKEHAMPTON	16	10.0	42	1.6	45	1.6	49	1.6
10159	OLD COULSDON	2	4.8	48	0.7	52	0.7	56	0.7
10524	ONICH	3	9.3	54	0.4	58	0.4	61	0.4
10173	ORPINGTON	3	1.8	55	2.0	59	2.0	62	2.0
10135	OTFORD	6	4.9	53	2.0	57	2.0	60	2.0
10349	OVER BIDDULPH	4	10.4	57	0.4	53	0.4	60	0.4
10216	OVER NORTON	6	4.9	48	2.0	52	2.0	56	2.0
10840	OVINGDEAN HP	2	See VP	43		46		50	
10822	OVINGDEAN VP	4	10.0	43	0.4	46	0.4	50	0.4
10353	PARBOLD	7	13.6	41	0.3	44	0.3	47	0.3
11107	PARWICH	2	1.8	21	1.3	24	1.3	27	1.3
10808	PATCHAM	14	8.5	43	2.0	46	2.0	50	2.0
12931	PEMBROKE DOCK	5	7.0	58	1.0	61	1.0	54	1.0
14524	PEN Y BANC	2	3.0	21	1.0	27	1.0	24	1.0
12913	PENCADER	2	4.8	26	0.7	23	0.7	29	0.7
11917	PENDERYN	3	7.8	45	0.4	49	0.4	42	0.4
15405	PENIFILER	8	13.0	45	0.4	49	0.4	42	0.4
11802	PENMAEN RHOS	28	8.5	22	4.0	25	4.0	28	4.0
10648	PENNAR	20	10.0	46	2.0	43	2.0	50	2.0

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10371	PENNY BRIDGE	6	4.9	23	2.0	26	2.0	29	2.0
13503	PENRHYN COCH	14	9.6	55	1.6	62	1.6	59	1.6
13117	PENRYN	4	3.4	55	2.0	59	2.0	62	2.0
14106	PERRANPORTH	2	6.0	55	0.5	59	0.5	62	0.5
10259	PERRY BEECHES	2	6.0	22	0.5	25	0.5	28	0.5
10833	PIDDLETRENTHIDE	11	7.5	45	2.0	49	2.0	42	2.0
13410	PIEROWALL	2	7.0	23	0.4	26	0.4	29	0.4
12305	PITLOCHRY	25	11.8	22	1.7	28	1.7	25	1.7
13008	PLUMBRIDGE	3	8.1	52	0.4	56	0.4	48	0.4
10605	PONTYPRIDD	400	10.0	22	40	28	40	25	40
10804	POOLE	20	10.0	57	2.0	60	2.0	53	2.0
15418	POOLEWE	3	10.0	44	0.3	47	0.3	41	0.3
10177	POPLAR	4	3.0	42	2.0	45	2.0	49	2.0
11026	PORLOCK	5	4.0	43	2.0	46	2.0	50	2.0
15208	PORT ELLEN	16	9.5	22	1.8	25	1.8	28	1.8
13140	PORT ISAAC	50	3.0	55	25	59	25	62	25
13712	PORT ST MARY	2000	8.0	43	320	46	320	50	320
11083	PORTBURY	2	4.0	21	0.8	24	0.8	27	0.8
10620	PORTH	12	7.7	46	2.0	43	2.0	50	2.0
14110	PORTHLEVEN	2	2.0	23	1.3	26	1.3	29	1.3
14117	PORTHTOWAN	2	6.0	21	0.5	24	0.5	27	0.5
15251	PORTNAHAVEN	2	7.0	23	0.4	26	0.4	29	0.4
14108	PORTREATH	2	4.0	23	0.8	26	0.8	29	0.8
10819	PORTSLADE	4	10.0	41	0.4	44	0.4	47	0.4
14109	PRAA SANDS	2	7.0	55	0.4	59	0.4	62	0.4
11831	PRESTATYN	2	6.9	22	0.4	28	0.4	25	0.4
14927	PRESTEIGNE	3	9.0	42	0.4	45	0.4	49	0.4
14523	PWLL GLAS	2	5.4	26	0.6	23	0.6	29	0.6
10257	QUESLETT	3	8.0	54	0.4	58	0.4	61	0.4
13222	RAMPISHAM UHF	2	8.0	43	0.4	46	0.4	50	0.4
13767	RAMSEY	20	8.2	43	3.0	46	3.0	50	3.0
11606	RAVENS CAR	33	13.0	54	1.6	58	1.6	61	1.6
10230	REDDITCH	2	2.0	22	1.3	25	1.3	28	1.3

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10253	REPTON	8	5.8	53	2.1	57	2.1	60	2.1
11908	RHAYADER	20	10.0	26	2.0	23	2.0	29	2.0
12916	RHEOLA	20	10.0	55	2.0	62	2.0	59	2.0
10602	RHONDDA A	1000	11.0	26	80	23	80	29	80
10680	RHONDDA B	2	7.0	49	0.4	45	0.4	42	0.4
10609	RHYMNEY	30	11.8	57	2.0	60	2.0	53	2.0
11022	ROADWATER	2	9.0	21	0.3	24	0.3	27	0.3
11610	ROMALDKIRK	12	7.6	41	2.0	44	2.0	47	2.0
10382	ROOSE HP	2	See VP	26		29		23	
10357	ROOSE VP	2	6.0	26	0.5	29	0.5	23	0.5
11620	ROSDALE ABBEY	2	5.4	42	0.6	45	0.6	49	0.6
11597	ROUNCEFALL	4000	TBA	41	TBA	44	TBA	47	TBA
10260	RUGELEY	2	6.0	48	0.5	52	0.5	56	0.5
11308	RYE	3	8.8	43	0.3	46	0.3	56	0.3
10823	SALTDEAN	3	8.5	51	0.4	55	0.4	47	0.4
13404	SCALLOWAY	6	11.6	55	0.4	62	0.4	59	0.4
15421	SCOVAL HP	132	See VP	55		62		59	
15401	SCOVAL VP	32	5.1	55	10	62	10	59	10
11012	SEAGRY COURT	20	6.0	41	5.0	44	5.0	47	5.0
10919	SEAHAM	12	7.7	41	2.0	44	2.0	47	2.0
13914	SEDLIESCOMBE	2	6.5	26	0.4	23	0.4	30	0.4
10408	SHATTON EDGE	200	7.0	54	40	58	40	61	40
10914	SHOTLEYFIELD	40	13.0	22	2.0	25	2.0	28	2.0
13615	SIDMOUTH	50	10.0	48	5.0	52	5.0	56	5.0
11073	SISTON	2	9.0	21	0.3	24	0.3	27	0.3
10147	SKIRMETT	25	11.0	41	2.0	44	2.0	47	2.0
15404	SKRIAIG	320	10.0	21	32	24	32	27	32
15239	SORN	2	5.4	43	0.6	46	0.6	50	0.6
10502	SOUTH KNAPDALE	365	14.6	53	13	57	13	60	13
10683	SOUTH MAESTEG	2	4.8	55	0.7	62	0.7	59	0.7
10526	SPEAN BRIDGE	14	8.5	21	2.0	24	2.0	27	2.0
10148	ST ALBANS	4	10.4	53	0.4	57	0.4	60	0.4
14111	ST ANTHONY	2	2.3	23	1.2	26	1.2	29	1.2

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
12920	ST DAVIDS	4	6.0	26	1.0	23	1.0	29	1.0
12904	ST DOGMAELS	3	8.8	26	0.4	23	0.4	29	0.4
14102	ST .JUST	48	10.0	54	4.8	58	4.8	61	4.8
10167	ST MARKS HP	6	See VP	53		57		60	
10126	ST MARKS VP	13	8.0	53	2.0	57	2.0	60	2.0
15441	STAFFIN	9	6.4	49	2.0	45	2.0	42	2.0
10921	STAITHES	2	4.8	51	0.7	48	0.7	52	0.7
11108	STANTON MOOR	400	10.0	55	40	59	40	62	40
10370	STAVELY IN CARTMEL	2	7.0	43	0.5	46	0.5	50	0.5
13915	STEYNING	28	11.5	45	2.0	56	2.0	62	2.0
10525	STRACHUR	6	5.4	23	1.8	26	1.8	29	1.8
10560	STRONTIAN	3	8.5	42	0.4	45	0.4	49	0.4
10920	SUNDERLAND	3	8.1	48	0.4	51	0.4	52	0.4
10184	SUTTON HP	2	See VP	55		59		62	
10185	SUTTON VP	2	6.5	55	0.4	59	0.4	62	0.4
13405	SWINSTER	32	12.0	55	2.0	62	2.0	59	2.0
11922	TALLEY	2	5.1	45	0.6	49	0.6	42	0.6
10515	TARBERT	2	5.6	21	0.6	24	0.6	27	0.6
15416	TARBERT HARRIS	9	7.8	45	1.6	49	1.6	52	1.6
10546	TAYNUILT	2	6.0	43	0.5	46	0.5	50	0.5
10529	TAYVALLICH	2	6.0	43	0.5	46	0.5	50	0.5
11404	THETFORD	4	10.0	23	0.4	26	0.4	29	0.4
14802	THURSO	2	6.0	57	0.5	60	0.5	53	0.5
10422	TIDESWELL MOOR	50	7.0	60	10	53	10	57	10
15608	TOMATIN	3	7.8	22	0.4	28	0.4	25	0.4
15613	TOMICH	3	8.5	21	0.4	27	0.4	24	0.4
15612	TOMICH LINK	2	3.0	45	1.0	49	1.0	42	1.0
11207	TOMINTOUL	2	4.8	46	0.7	43	0.7	50	0.7
10660	TON PENTRE	16	9.0	58	2.0	61	2.0	54	2.0
12805	TORTEVAL	20	10.0	41	2.0	44	2.0	47	2.0
10435	TOTLEY RISE	16	7.8	48	2.7	51	2.7	52	2.7
13521	TREFILAN	17	10.0	57	1.7	60	1.7	53	1.7
12907	TREFIN	11	7.5	22	2.0	28	2.0	25	2.0

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
12902	TREGARON	3	8.8	62	0.4	56	0.4	59	0.4
11205	TULLICH	14	8.5	55	2.0	62	2.0	59	2.0
12327	TUMMEL BRIDGE	20	10.0	45	2.0	49	2.0	42	2.0
10242	TURVES GREEN	2	8.5	55	0.3	59	0.3	62	0.3
11042	UBLEY	16	5.0	21	5.0	24	5.0	27	5.0
15412	UIG	2	3.0	46	1.0	43	1.0	50	1.0
15410	ULLAPOOL	16	8.9	45	2.0	49	2.0	52	2.0
13732	UNION MILLS	2	7.8	43	0.4	46	0.4	50	0.4
10659	UPPER KILLAY	2	3.0	21	1.0	27	1.0	24	1.0
10373	URSWICK	2	6.0	41	0.5	44	0.5	47	0.5
10803	VENTNOR	400	10.0	42	40	45	40	49	40
13414	VOE	2	6.0	57	0.5	60	0.5	53	0.5
10928	WALL	4	11.0	48	0.3	51	0.3	52	0.3
11009	WASHFORD	12	7.9	53	2.0	57	2.0	60	2.0
10906	WEARDALE	200	7.0	41	40	44	40	47	40
12001	WEAVERTHORPE	9	6.5	55	2.0	59	2.0	62	2.0
13409	WEISDALE	12	3.8	58	5.0	61	5.0	54	5.0
10113	WELWYN	30	7.8	43	5.0	46	5.0	50	5.0
11613	WEST BURTON	2	7.8	42	0.4	45	0.4	49	0.4
10365	WEST KIRBY	3	8.8	21	0.3	24	0.3	27	0.3
11401	WEST RUNTON	2000	10.0	23	200	26	200	29	200
10134	WEST WYCOMBE	6	5.4	43	1.6	46	1.6	50	1.6
10820	WESTBOURNE	8	7.0	41	1.5	44	1.5	47	1.5
15606	WESTER ERCHITE	3	9.0	21	0.4	27	0.4	24	0.4
11003	WESTWOOD WEYMOUTH	20	10.0	48	2.0	52	2.0	56	2.0
13208		400	10.0	43	40	46	40	50	40
10394	WHALEY BRIDGE	2	3.0	45	1.0	49	1.0	42	1.0
10929	WHITASIDE	2	8.8	41	0.3	44	0.3	47	0.3
11601	WHITBY	100	7.0	55	20	59	20	62	20
10708	WHITEHEAD	2	7.8	48	0.4	56	0.4	52	0.4
10237	WHITTINGSLOW	11	8.8	53	1.5	57	1.5	60	1.5
10338	WINDERMERE	100	10.0	41	10	44	10	47	10
10249	WINSHILL	60	6.0	53	15	57	15	60	15

Station No. No	Station Name	ERP (W)	Antenna Gain dB	PSB1		PSB2		PSB3	
				Channel No	Transmitter Power W	Channel No	Transmitter Power W	Channel No	Transmitter Power W
10810	WINTERBORNE STICKLAND	200	7.0	48	40	52	40	56	40
10836	WINTERBOURNE STEEPLETON	2	7.8	45	0.4	49	0.4	42	0.4
11503	WIVENHOE PARK	2	7.4	48	0.5	52	0.5	61	0.5
10150	WONERSH	4	4.0	42	1.7	45	1.7	51	1.7
10109	WOOBURN	20	10.0	48	2.0	52	2.0	56	2.0
11058	WOODCOMBE	10	14.0	53	0.4	57	0.4	60	0.4
10106	WOOLWICH	126	11.0	53	10	57	10	60	10
11017	WOOTTON COURT	11	8.2	22	1.7	25	1.7	28	1.7
10170	WORLDS END	5	0.0	43	5.0	46	5.0	50	5.0
13526	YNYS PENNAL	4	11.0	41	0.3	44	0.3	47	0.3
13528	YSTUMTUEN	3	9.0	45	0.3	49	0.3	42	0.3

Schedule 13 Charges and Pass-Through Costs

1 Introduction

- 1.1** This Schedule 13 (Charges and Pass-Through Costs) sets out the Charges and Pass-Through Costs payable by Customer in respect of the provision of Network Access by National Grid Wireless.
- 1.2** The Charges, and the basis for the calculation of the Charges, are as set out in paragraphs 2 and 4 below.
- 1.3** The categories of cost included in the Pass-Through Costs, and the process for charging and reconciliation of the Pass-Through Costs, are as set out in paragraph 3 below.
- 1.4** Notwithstanding any other term of this Agreement, the only circumstances in which (i) the Charges or (ii) the categories of cost included in the Pass-Through Costs (as set out in paragraph 3.1 of this Schedule) may be adjusted are:
- (a) pursuant to the Change Control Procedure; or
 - (b) where so agreed or determined pursuant to the Review process set out at Schedule 10 (Review of Charges - Gain/Pain Share),

and National Grid Wireless confirms that no element of the Charges may be amended in any other circumstances or by any other processes. For the avoidance of doubt, the Pass-Through Costs are not included within the definition of Charges and are subject to annual amendment according to the provisions of paragraph 3 below.

2 Charges And Pass-Through Costs

Line item	Description	PSB Charges (£'000 (2005/06 prices))	COM Charges (£'000 (2005/06 prices))
1	Charges for return on existing assets	2,445	764
2	Charges for depreciation on existing assets	524	164
3	Charges for non Pass-Through Operating costs	2,787	468
4	Charges for existing assets	5,756	1396
5	Charges for return on Capital Expenditure	3,624	2155
6	Charges for depreciation on Capital Expenditure	1,237	710
7	Charges for Capital Expenditure	4,861	2865
8	Charges (excluding Charges for Uplift for Contingencies and Pass-Through Costs)	10,617	4861
9	Charges for Uplift for Contingencies	649	401
10	Total Charges	11,266	4662
11	Pass-Through Costs (indicative)	983	176
12	Total Charges plus indicative Pass-Through Costs	12,249	4838

Summary and Breakdown of Charges and indicative Pass-Through Costs

- 2.1** The Charges, and an explanation of the breakdown of the Charges and indicative Pass-Through Costs, are as follows:

Table 1: Summary and Breakdown of post-DSO Charges and indicative Pass-Through Costs

Note 1: The breakdown above reflects the first full year following DSO.

Note 2: The Uplift for Contingencies has been included to provide a best estimate of the likely costs of providing Network Access, in accordance with the Ofcom Guidance "Terrestrial Transmission Market Review: Updated general guidance for setting of charges and review mechanism" dated 31 July 2006. The Charges will be reviewed under the process set out in Schedule 10 (Review Process).

- 2.2** For the purposes of this Agreement, the defined term "**Charges**" means the charges set out in line item 10 entitled "Total Charges" in Table 1 at paragraph 2.1 above. The Charges accordingly include the Charges for Uplift for Contingencies.

- 2.3** "**Pass-Through Costs**" has the meaning given to it in paragraph 3 below.

Summary of Charges and indicative Pass-Through Costs during the Switchover Programme

2.4 The Charges and indicative Pass-Through Costs outlined above in Table 1 are on a per annum basis for post DSO (i.e. first full year following completion of DSO). The Charges and Pass-Through Costs shall become payable on a Sub-Region by Sub-Region basis over the Switchover Programme, increasing annually as set out in Table 2 below, subject to Clause 9.3 and provided the Analogue Switch-off Date for each Sub-Region corresponds with the relevant date in the Switchover Timetable:

Table 2: Summary of Charges and indicative Pass-Through Costs during the Switchover Programme

2.5 PSB

Financial Years (April - March)	Total Charges (£'000)	Indicative Pass- Through Costs (£'000)	Total Charges plus indicative Pass- Through Costs (£'000)
2008/9			
2009/10	996	106	1,102
2010/11	4,363	426	4,789
2011/12	6,784	631	7,415
2012/13	10,173	897	11,070
2013/14	11,266	983	12,250

COM

Financial Years (April - March)	Total Charges (£'000)	Indicative Pass- Through Costs (£'000)	Total Charges plus indicative Pass- Through Costs (£'000)
2008/9			
2009/10	185	7	192
2010/11	1267	48	1315
2011/12	2343	88	2432
2012/13	4096	154	4251
2013/14	4661	176	4837

Basis of Charges and indicative Pass-Through Costs in Table 1 and Table 2

2.6 The Charges and indicative Pass-Through Costs set out in Table 1 at paragraph 2.1 are stated on a per annum basis for Network Access based on the Specification and subject to the terms of this Agreement. The Charges and indicative Pass-Through Costs included in Table 2 at paragraph 2.4 above are the charges for Network Access based on the Specification and subject to the terms of this Agreement for the

relevant 12 month period. The Charges and indicative Pass-Through Costs set out in Table 1 at paragraph 2.1 and included in Table 2 at paragraph 2.4 above are stated:

- (a) in real terms at 2005/06 prices and are subject to indexation (see paragraph 4.8 below); and
- (b) exclusive of VAT.

2.7 Table 1 at paragraph 2.1 above sets out, and the amounts in Table 2 at paragraph 2.4 above include, an indicative estimate of Pass-Through Costs. Paragraph 3 below sets out the terms applicable to Pass-Through Costs.

2.8 The Charges and indicative Pass-Through Costs included in Table 2 at paragraph 2.4 above represent the total charge for the relevant financial year, covering the period of the Switchover Programme to the first full steady state financial year (expected to be 2013/14). The payment profile for the total charge for a financial year depends upon the Switchover Programme through that financial year, so the monthly charge cannot be derived by dividing the relevant annual charge in Table 2 by twelve.

3 Pass-Through Costs

Categories of Cost included in Pass-Through Costs

3.1 In addition to the Charges, Customer shall pay a share (as further detailed below) of the following categories of costs on a pass-through basis:

- (a) rent and similar recurring and non-recurring licence fees or other ancillary payments made to site and site access providers;
- (b) rates, assessments and outgoings and any taxes or environmental levies whether similar or of a wholly new or novel nature;
- (c) electricity for Common Equipment;
- (d) electricity for Customer Equipment;
- (e) charges payable under any National Grid Wireless Licence for spectrum required to be held by National Grid Wireless in order to provide any Common Equipment for Network Access and where the relevant spectrum is not otherwise licensed to Customer or the relevant PSB or COM broadcaster;
- (f) any other costs, charges and fees (including fees for legal, planning, surveyor, engineering and other professional services) which may be required to be paid to a Landlord or other third party under the terms of the relevant lease/licence or otherwise as a result of or in connection with the provision of Network Access to Customer at a particular Station; and
- (g) reasonable administration costs incurred by National Grid Wireless in arranging for the provision of any Pass-Through Cost item,

(together, the "**Pass-Through Costs**"). Customer's share shall be calculated on a Station-by-Station basis, using the following methodology:

- National Grid Wireless shall first calculate the total amount of Pass-Through Costs (except electricity for Customer Equipment and except for any directly attributable Pass-Through costs) incurred by NGW at each Station in respect of the provision of Network Access to all DTT Multiplex Services and in the provision of Station Facilities to all other customers at that NGW Station;
- National Grid Wireless shall then determine each customer's share of the total Pass-Through Costs (including Customer's share) at each Station on a fair a reasonable basis that is reflective of the attributes/criteria that incur/drive these Pass-Through Costs. The parties shall use all reasonable endeavours to agree such basis within 6 months of the Execution Date. Customer's share shall be this amount, plus (i) any directly attributable Pass-Through Costs, and (ii) the total cost of electricity for its Customer Equipment in the relevant period.
- In procuring electricity required for the operation of the Equipment, National Grid Wireless shall use all reasonable endeavours to ensure best value for itself and in turn for Customer.

3.2 Table 1 at paragraph 2.1 above sets out an indicative estimate of Pass-Through Costs. The amounts set out in Table 2 at paragraph 2.4 above also include indicative estimate of Pass-Through Costs. These indicative estimates of Pass-Through Costs:

- (a) include indicative estimates of rent and rates and electricity for Common Equipment; and
- (b) exclude electricity for Customer Equipment as this cost is not yet known and will be determined by the specifications and/or dimensions of the Customer Equipment.

Where any leased Station as at the date of this Agreement changes to freehold, the Pass-Through Costs will for the duration of this Agreement include the last full year rental on this site increased annually by RPI. Where a freehold Station as at the date of this Agreement becomes a leasehold site no rent from this Station will be included in the Pass-Through Costs.

Charging and Reconciling the Pass-Through Costs

- 3.3** Commencing with the first Year in which Customer is expected to be invoiced for the Charges, National Grid Wireless shall forecast the Pass-Through Costs likely to be payable by Customer during that Year ("**Forecast Pass-Through Costs**") on a Station by Station basis. National Grid Wireless shall conduct such forecast and notify Customer of the Forecast Pass-Through Costs by, at the latest, the end of April prior to the start of the relevant Year.
- 3.4** The Forecast Pass-Through Costs shall be divided by 12 to provide a monthly amount applicable for the relevant Year, and this amount shall be payable by Customer in accordance with Clause 9.3. For the first Year in which the Forecast Pass-Through Costs are expected to be payable, the Forecast Pass-Through Costs shall be divided by the number of months from the Target Access Date for the first Sub-Region scheduled for Switchover to the following June.
- 3.5** As soon as reasonably practical and no later than 4 months after the end of the relevant Year, or as soon as possible following the end of the Term, the Customer's

share of actual Pass-Through Costs for the relevant Year ("**Actual Pass-Through Costs**"), determined in accordance with paragraph 3.1 above, will be compared to the Forecast Pass-Through Costs for the relevant Year. Any overpayment or underpayment by Customer shall be notified in writing by National Grid Wireless. In the event of any overpayment by Customer, National Grid Wireless shall issue Customer with a credit note to the value of any overpayment within 30 days, save where no more Charges are due from Customer to National Grid Wireless, in which case Customer shall pay the amount within thirty (30) days. In the event of any underpayment, National Grid Wireless shall issue an invoice to Customer for this amount, such invoice being payable in accordance with the terms of this Agreement

- 3.6** National Grid Wireless shall, on Customer's written request and subject to payment by Customer of National Grid Wireless's reasonable incurred costs, provide copies of all documentation evidencing and/or supporting the calculation of the Actual Pass-Through Costs for any Year. National Grid Wireless shall not however, be required to provide copies of such documentation to the Customer where by so doing National Grid Wireless would be in breach of or otherwise contravene confidentiality or contractual commitments with other customers or users of Station Facilities. Under these circumstances National Grid Wireless will ensure that a reputable third party independently validates that the Customer's Pass-Through Costs have been derived and/or calculated in accordance with the methodology agreed between National Grid Wireless and the Customer, as anticipated in paragraph 3.1 of this Schedule and provide confirmation of such independent validation to Customer on request. Customer shall not be entitled to request this information more frequently than once per annum. National Grid Wireless shall provide such information promptly and in any event within thirty (30) days, of Customer's written request.

4 Explanation Of Charges And Pass-Through Costs

- 4.1** This paragraph 4 details the key parameters that underpin the calculation of the Charges. Changes in the assumptions or parameters set out in this paragraph 4 (except those set out in paragraphs 4.8 to 4.13) may also have an impact on the level of Pass-Through Costs, but any changes in such level shall be governed by paragraph 3 of this Schedule.
- 4.2** The Charges and Pass-Through Costs are based on the Specification set out in Schedule 11 (Specification) and are subject to the Terms and Conditions.
- 4.3** The Specification is based on the assumption that Network Access will be provided to six DTT Multiplex Services at the NGW Main Stations and three DTT Multiplex Services at the NGW Relay Stations. In the event that there is an additional DTT Multiplex Service or DTT Multiplex Services, this would affect the Charges and it is likely that the Charges would decrease, while a decrease in the number of DTT Multiplex Services may result in an increase in certain elements of the Charges. For the avoidance of doubt, a decrease in the number of DTT Multiplex Services would not result in an increase in the elements of the Charges relating to return or depreciation on Capital Expenditure, or Charges for Uplift for Contingencies (line items 5 to 10 inclusive of Table 1 in this Schedule 13 (Charges and Pass-Through Costs)), as National Grid Wireless is able to recover any relevant costs through the Expiry Fee or the Early Cancellation Fee (as applicable). Operating costs to be recovered through the Charges are calculated based on an appropriate allocation of

costs to the provision of Network Access. If the number of DTT Multiplex Services changes, the Charges may need to be amended to reflect a revised allocation of operating costs across the remaining DTT Multiplex Services (including the Multiplex) in respect of which National Grid Wireless continues to provide Network Access. The level of Pass-Through Costs may also vary if the number of DTT Multiplex Services or other users of Station Facilities at the Station should change.

- 4.4** National Grid Wireless may vary the Charges to the extent there is an appropriate change in the allocation of common costs to DTT Network Access as a result of the cessation of the provision of Network Access to the AM and/or FM radio platforms. Any such reallocation shall take into account the introduction or expected introduction of new services. The cessation of Network Access provision to the existing AM and/or FM radio platforms is likely to result in an increase in Charges. The introduction of new services is likely to offset any such increase in the Charges and may result in a decrease in Charges. National Grid Wireless may not vary the Charges in connection with change or cessation of the provision of radio MTS (including, without limitation, in respect of AM, FM or digital radio).
- 4.5** The Charges and Pass-Through Costs are based on the assumption that Customer requires Network Access at All NGW Stations referred to in Schedule 12 (Station Details). In the event that Customer requires access to more Stations, this would affect the Charges and Pass-Through Costs and it is likely that the Charges and Pass-Through Costs would increase. Any change to the Charges for this reason will reflect a revised allocation across all DTT Multiplex Services (or relevant Stations, as applicable) on the basis of the costing and calculation methodologies set out in this Schedule 13 (Charges and Pass-Through Costs) and which have been agreed between National Grid Wireless and Ofcom as part of Ofcom's guidance process.
- 4.6** The Charges and Pass-Through Costs are based on Network Access being provided in accordance with the Switchover Timetable and JPP Spectrum Plan Version 5.3 save that, for the avoidance of doubt, the Charges do not include any charges or costs in respect of the nine (9) additional stations identified in JPP Spectrum Plan Version 5.3 such stations being: Rouncefall, Broadstairs, Bridlington, Clacton, Lowestoft, Burnham-on-Crouch, Great Yarmouth, Budleigh Salterton and Bexhill. The Customer agrees and acknowledges that if, and to the extent that, any of these stations are ultimately provided by National Grid Wireless to the Customer, the Charges will need to be increased pursuant to the Change Control Procedure.
- 4.7** The Charges and Pass-Through Costs are based upon the provision of Network Access through to end of December 2032.
- 4.8** The Charges are subject to annual indexation in line with RPI commencing in 2006 (as further detailed in Clause 9.2 of the Terms and Conditions).
- 4.9** The Charges reflect costing and calculation methodologies that have been agreed between National Grid Wireless and Ofcom as part of Ofcom's guidance process.
- 4.10** In the calculation of the Charges the return on existing assets and the return on Capital Expenditure is calculated using the real pre-tax Applicable WACC which at the date of this Agreement is calculated at 7.71% ("**Applicable WACC**").

- 4.11** The values of existing assets and Capital Expenditure over the Term are calculated using a depreciated replacement cost methodology with asset lives reflecting the useful economic lives of these assets.
- 4.12** Depreciation is calculated in line with a depreciated replacement cost methodology on a straight line basis using asset lives that reflect the useful economic lives of these assets.
- 4.13** Adjustments are applied to smooth the post-DSO Charges over the Term and to allow for the delay between rollout capital expenditure and the initiation of invoicing for the Charges pursuant to Clause 9 of the Terms and Conditions. To make both of these adjustments the un-adjusted Charges are changed to the required adjusted profile whilst ensuring that the Net Present Value of the Charges (using the Applicable WACC as a discount rate) is equal both before and after the adjustments.
- 4.14** The Charges assume any Customer exclusive programme distribution and connectivity equipment will be located inside the accommodation location areas designated and set aside at each Station by National Grid Wireless to house Customer Equipment for television broadcasting purposes.

5 Supervision

- 5.1** National Grid Wireless will charge for supervision work in accordance with Schedule 14 (Supervision).
- 5.2** To the extent that National Grid Wireless provides any supervision work which is not covered by Schedule 14 (Supervision), such supervision work shall be included within the Charges.

Schedule 14 Supervision

1 General

- 1.1** References in this Schedule to paragraphs are to paragraphs of this Schedule 14.
- 1.2** The parties agree and acknowledge that supervision of new build and project works, in relation to Customer Equipment, shall be required when necessitated by the specific nature of the Station and the proposed activities. In general this will be in those circumstances where the works may have implications for:
- 1.2.1** health and safety;
 - 1.2.2** the uninterrupted provision of services to other users of any Station; and/or
 - 1.2.3** statutory and legal requirements relating to operations on any Station.
- 1.3** The requirements for, and the extent of, supervision shall be determined by reference to the more detailed criteria set out in paragraph 3 of this Schedule 14. The parties agree and acknowledge, however, that such detailed criteria do not represent an exhaustive list on the grounds that there may be unforeseen or exceptional circumstances which give rise to the requirement for supervision.
- 1.4** Nothing in this Schedule 14 implies a continuous supervisory presence during the entirety of the works by the Customer and its Approved Contractors but is intended to relate to specific activities within works carried out by the Customer in the circumstances which can reasonably be anticipated by the parties.
- 1.5** The parties agree and acknowledge that:
- 1.5.1** the extent of any supervision;
 - 1.5.2** the number of supervisory personnel required; and
 - 1.5.3** the competency of the persons undertaking such supervision
- shall be no more than is reasonably required given the specific nature of any works and the requirement for compliance with safe working practices and any statutory requirements in respect of such works. In applying the criteria detailed in paragraph 3 of this Schedule 14, in respect of the extent of supervision required, due consideration shall be given to the extent to which the Customer has competently undertaken such works on NGW Stations in the past.
- 1.6** In the event of a disagreement between the parties as to the extent of supervision required, or who should pay for such supervision, the dispute will be resolved in accordance with the dispute resolution procedure set out at Clause 19 of this Agreement.
- 1.7** For the avoidance of doubt, all visits to NGW Stations shall be undertaken in accordance with the terms of this Agreement (including, for the avoidance of doubt, the provisions of Schedule 6 (Code of Practice)). In the event of any conflict or inconsistency between any provisions set out in Schedule 6 (Code of Practice) and any other provision of this Agreement, then such other provision of this Agreement shall prevail to the extent of such conflict.

2 Preliminary Site Meeting

- 2.1** The parties agree and acknowledge that the initial element of “supervision” will, at all NGW Stations where the circumstances set out in paragraphs 1 and 3 of this Schedule 14 might reasonably be anticipated by the parties to occur, comprise a preliminary site meeting prior to the commencement of works, the purpose of which shall be to:
- 2.1.1** ensure that any specific risks to health and safety have been identified and are fully understood; and that specific control and mitigation measures are put in place;
 - 2.1.2** ensure that any Station-specific constraints or restrictions are understood, and appropriate measures to ensure compliance are agreed, for example, in relation to access conditions, hours of working, noise levels and conditions imposed by the Local Planning Authority;
 - 2.1.3** agree the works programme, including any dependencies that might affect specific activities; and
 - 2.1.4** identify those activities most likely to have a potential impact on existing services; and to agree mitigation strategies in respect of such activities.

Based on the preceding points, together with the more detailed criteria set out in paragraph 3 of this Schedule 14, the parties shall agree the activities requiring Station-supervision by National Grid Wireless, and the likely extent of such supervision. The parties agree that the overriding principle is to ensure that the preliminary site meeting covers or agrees the supervisory and other requirements for as many NGW Stations as possible at one meeting (for example, all NGW Relay Stations within each Sub-Region) so as to avoid the necessity of holding a Station meeting for each separate Station, except where it is agreed between the parties that the nature of a particular “subsidiary” Station, and the proposed works thereon, are such that a preliminary site meeting is advisable at that specific Station.

- 2.2** The Customer will not be liable for the cost of the preliminary site meeting. However, if and to the extent that the nature and extent of the works are such that additional site meetings are deemed necessary, any subsequent meetings will be regarded as “supervision” and charged accordingly.

3 Detailed Criteria

The parties agree and acknowledge that within the three general areas noted in paragraph 1 of this Schedule 14, the principal criteria upon which the requirement for Station supervision by National Grid Wireless shall be determined include (but are not limited to) the following and to the circumstances set out in paragraph 4, Table A below:

- 3.1** Compliance with statutory and other consents as necessary for works to proceed, including:
- 3.1.1** where National Grid Wireless is obliged to ensure compliance with specific conditions relating to the works imposed by any authorised statutory body such as the Local Planning Authority, Highways department and the Health and Safety Executive; and

3.1.2 where National Grid Wireless is obliged to ensure compliance with specific conditions relating to activities on any Station arising from agreements with other interested parties, for example, superior landlords, tenants and those with a legal interest in the land, local community bodies and interest groups.

3.2 Potential conflict with concurrent Station works by third parties including:

3.2.1 installations of Customer Equipment in Common Accommodation at the same time as another customer, entailing the use of the same elements of Common Accommodation and/or Common Equipment;

3.2.2 at the request of a National Grid Wireless sub-contractor where such sub-contractor still has possession of a Station.

The requirements and conditions set out in this paragraph 3.2 and paragraph 3.3.4 below are subject to the Customer not being liable to pay for the cost of the supervision if the event triggering the requirement for supervision was due to the actions of a third party and/or occurred subsequently to the Customer having "booked, requested or agreed" access to the Station.

3.3 Specific health and safety issues including:

3.3.1 the delivery to any Station of heavy plant, machinery or Equipment;

3.3.2 the use of Hiab or crane, or significant load handling;

3.3.3 activities entailing the obstruction of any Station and access to it;

3.3.4 controlled access within a zone where works are taking place overhead (and where these works were booked subsequent to the Customer's access booking); and

3.3.5 where there are significant extant or latent risks resulting from pre-planned ground or civil or electrical works by National Grid Wireless or other third parties that affect safe access and egress.

3.4 Potential service disruption including:

3.4.1 outages and reduced power working of other customers of National Grid Wireless, particularly where existing analogue services are operating from within Common Accommodation;

3.4.2 where necessitated by the installation activities or operations of the Customer; and

3.4.3 during switching or re-configuring of Common Equipment and/or Common Accommodation.

3.5 Where the nature of works may affect Common Equipment and/or Common Accommodation.

3.6 In relation to the Customer's work within areas of Common Accommodation, the requirement and duration of any supervision is to be determined and agreed during the course of the preliminary site meeting; and will be considered where the particular nature of the works, their complexity and the nature of any associated temporary transitional arrangements, renders supervision advisable.

4 Applicable Rates, Notifications and Working Practices for Supervision of Customer Works

Table A:

Main criteria	Specific activity	Current working practice	Proposed DSO working practice	Applicable Rates
Operational, steady state or maintenance activities	Notification before accessing National Grid Wireless Stations.	No notification to National Grid Wireless by Customer, with the exception of high risk sites.	Access notification required in every case; although no permit or accompanying administration fee required for ground-based access. Permit and administration fee only required for structure climbing access. 24 hour minimum notice only required for structure climbing access.	NGW published ratecard in Schedule 6 (Code of Practice) where applicable.
	Supervision of Customer in accessing Customer Accommodation on NGW Stations.	No supervision of Customer by National Grid Wireless.	Supervision only where necessitated by specific circumstances, normal criteria as set out in paragraph 3 of this Schedule 14, but including: <ul style="list-style-type: none"> • concurrent site works by others; • potential service disruption; • specific health and safety issues; and • outages and reduced power working. 	
	Supervision of Customer in accessing Customer Accommodation on NGW Stations.	No supervision of Customer by National Grid Wireless.	Supervision only where necessitated by specific circumstances, normal criteria as set out in paragraph 3 of this Schedule, but including:	

Main criteria	Specific activity	Current working practice	Proposed DSO working practice	Applicable Rates
			<ul style="list-style-type: none"> • concurrent site works by others; • potential service disruption; • specific health and safety issues; and • outages and reduced power working. 	
New build or project activities.	Notification before accessing NGW Stations.	Project plans agreed between both parties at the outset of the project would specify required access dates. Customer would notify National Grid Wireless any changes to these planned dates on a by-exception basis.	Access notification required in every case; although no permit or accompanying administration fee required for ground-based access. Permit and administration fee only required for structure climbing access. 24 hour minimum notice only required for structure climbing access.	<p>Where supervision is deemed to be required in accordance with the agreed criteria set out in this Schedule 14, the hourly rate shall be £60.61 and £90.91 per hour for 2300 to 0600 night time working).</p> <p>Notes:</p> <p>(i) These rates shall be subject to RPI indexation, such calculations being undertaken on, and taking effect from, each anniversary of the date of the Agreement; and</p> <p>(ii) these rates are based on a minimum</p>
	Supervision of Customer in accessing Customer Accommodation on NGW Stations	No supervision of Customer by National Grid Wireless.	<p>Supervision where necessitated by specific nature of Station and proposed activities. Principal criteria as set out in paragraph 3 of this Schedule 14, but including:</p> <ul style="list-style-type: none"> • potential conflict with concurrent site works by others; • potential service disruption; • specific health and safety issues; • outages and reduced power working; and 	

Main criteria	Specific activity	Current working practice	Proposed DSO working practice	Applicable Rates
	Supervision of Customer in accessing Common Accommodation on NGW sites.	No established working practices.	<ul style="list-style-type: none"> • where nature of works may affect common infrastructure. <p>Supervision where necessitated by specific nature of Station and proposed activities. Principal criteria as set out in paragraph 3 of this Schedule 14, but including:</p> <ul style="list-style-type: none"> • potential conflict with concurrent site works by others; • potential service disruption; • specific health and safety issues; • outages and reduced power working; and • where the nature of works may affect common infrastructure. 	charge of 1 man-day (8 hours)

Schedule 15 Operations Manual

1 Reporting

The normal operational interface shall be National Grid Wireless' Service Management Centre ("SMC") monitoring centre.

The Customer must contact National Grid Wireless immediately if there is evidence that National Grid Wireless's Antenna, power equipment, or Common Equipment has caused a shutdown or degradation of the Customer's service.

- 1.1 National Grid Wireless will report to the Customer and record all incidents of interruption to Network Access Availability and where the cause is due to National Grid Wireless's Antenna, power equipment, or Common Equipment, using procedures as specified in this schedule.
- 1.2 Where the Customer becomes aware that an interruption to Network Access Availability has occurred, this will be reported to the SMC so that remedial action can be taken and the incident recorded.
- 1.3 All incidents will be reported in the first instance by telephone, followed by a confirmation by email between the SMC and Customer.

2 Recording of Incidents

- 2.1 All incidents of failures or interruptions in the provision of Network Access will be recorded in the first instance by the SMC. Without prejudice to the provisions of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits), the record shall include the actual duration of the incident, its effect on transmitted multiplexes and the cause of the incident. In addition, it shall be recorded whether or not the incident is accountable for Network Access Credits in accordance with the provisions of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits). Each incident shall be identifiable by means of a unique reference number.
- 2.2 The records shall be made freely available to the Customer on provision of reasonable notice.

3 Responses

- 3.1 Incidents at National Grid Wireless's Stations that affect, or are likely to affect, the Customer's Service(s) will be notified to the Customer as soon as reasonably practicable at the beginning and at end of the incident, and the events recorded as required in paragraph 2 of this Schedule. For example, incidents that are likely to affect the Customer's Service(s) may include, without limitation, loss of redundancy, diesel unavailability and planned works.
- 3.2 National Grid Wireless will provide regular updates concerning the resolution of the incident at intervals as reasonably requested by the Customer.
- 3.3 Such incidents are defined as follows:
 - 3.3.1 All failures and interruptions in the provision of Network Access; and

3.3.2 Any incident relating to National Grid Wireless's Antenna, power equipment, or Common Equipment which causes the Customer's Service(s) to operate below the ERP levels set forth in paragraph 2.1 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits).

3.4 National Grid Wireless's technical personnel will attend the Station as soon as reasonably practicable, and in any event within the target response times set out in Appendix 1 of this Schedule 15, in the event of a report that a failure of National Grid Wireless's Antenna, power equipment, or Common Equipment has caused a shutdown or significant degradation of the Customer's Services. For the avoidance of doubt, the Customer and National Grid Wireless agree and acknowledge that, pursuant to Clause 7.1.1, any liability of National Grid Wireless to pay Network Access Credits shall represent Customer's sole and exclusive remedy in respect of National Grid Wireless's failure to achieve the applicable Network Access Levels. Accordingly, any liability of National Grid Wireless to pay Network Access Credits arising as a result of its failure to comply with the target response times set out in Appendix 1 to this Schedule 15 shall represent the Customer's sole and exclusive remedy in respect of such non-compliance.

3.5 National Grid Wireless shall allow the Customer's personnel immediate, free, and unfettered access to the Customer's areas and shared areas of the Stations, subject to any requirement to notify National Grid Wireless that such access is intended under the Code of Practice and subject also to the general provisions of such Code of Practice. The preceding notwithstanding, it is accepted that there may be exceptional circumstances in which the risk to Health and Safety of both personnel and the general public is such that immediate access may be unavoidably curtailed, irrespective of the effect on service continuity, e.g. the collapse, or imminent collapse of building or structure.

4 Performance of Common Equipment

4.1 The Network Access Availability target for all common technical equipment at each Station (including, for the avoidance of doubt, but not limited to: the Antenna, Antenna support structure and power facilities) shall be as specified in Schedule 2.

4.2 Antenna, combiner and filter systems shall meet the guidelines detailed in Schedule 11 (Specification).

5 Performance Reporting

5.1 National Grid Wireless shall report to the Customer on all incidents and calculate any Service Credits due in accordance with the provisions of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits).

5.2 National Grid Wireless shall provide the Customer with reports on a quarterly basis detailing by site and by service:

5.2.1 all failures and interruptions in the provision of Network Access;

5.2.2 all incidents relating to the Common Equipment which caused the Customer's Service(s) to operate below the ERP levels set forth in paragraph 2.1 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits);

5.2.3 cumulative duration of interruptions in provision of Network Access caused by planned works.

5.3 For the avoidance of doubt, incidents relating to Common Equipment that are not service-affecting or potentially service-affecting shall not be required to be reported under paragraph 5.2 above.

6 Feeder Protection Equipment (where fitted)

6.1 The Customer is not permitted to carry out a reset to common feeder protection equipment following a common feeder trip without specific instructions from National Grid Wireless.

6.2 The Customer will normally be permitted to attempt at least ONE reset (per incident) following permission from and under the guidance of the SMC, such permission not to be unreasonably withheld, provided that the SMC has first attempted at least one reset remotely, and such attempt has failed.

6.3 In the event of failure of one half of a common Antenna System, it is permissible for the Customer to operate its service via a serviceable half Antenna or reserve Antenna without awaiting the arrival of NGW's staff. The Customer may implement systems in which this configuration will be selected automatically and/or remotely.

6.4 The Customer may also implement systems that provide a higher output power to half and/or reserve Antennas, to maintain ERP at or closer to the nominal value, always provided that customer does not cause the rated power handling of the Antenna to be exceeded when all services are carried or at any other time. National Grid Wireless shall inform the customer via a written schedule of the maximum permitted input power for each practical antenna configuration on each site of which they are the owner.

7 Equipment Isolation

7.1 Prior to carrying out work on Common Equipment, National Grid Wireless shall ensure all appropriate Common Equipment is isolated, both electrically and mechanically, as necessary in order that it cannot be powered inadvertently.

7.2 The Customer shall be required to demonstrate that the Customer Equipment connected to such Common Equipment is isolated, both electrically and mechanically, as necessary in order that it cannot be powered inadvertently.

7.3 Any such isolation shall be recorded formally on-site.

8 Service Restoration

8.1 If it is not possible to restore all services immediately after an interruption to Network Access Availability related to Common Equipment, National Grid Wireless shall in its discretion, acting reasonably, decide the priority of restoration, giving equal priority to the Customer's services.

8.2 Subject to paragraph 2.1.21 of Schedule 2 (Network Access Availability, Network Access Levels and Network Access Credits), National Grid Wireless shall carry out such tests as it believes reasonably necessary using its own equipment to demonstrate to the Customer if required the performance of any or all parts of the

common technical equipment, and these tests shall be conclusive evidence of the performance of the common technical equipment.

9 Repairs, Planned Work, and Routine Maintenance

- 9.1** National Grid Wireless is responsible for the repair and maintenance of all Common Equipment and all Common Accommodation.
- 9.2** All planned maintenance work affecting Common Equipment shall be carried out under the planned work procedure agreed.
- 9.3** Full ERP and normal radiation patterns shall be maintained during routine maintenance, unless a temporary condition is agreed e.g. temporary Antenna, reduced power, etc.
- 9.4** In arranging any works, the parties shall take steps to ensure that they are arranged to maintain the maximum practical system redundancy allowed by the proposed works and the installed equipment configuration. When redundancy is not available, the parties shall work together to develop a contingency plan to be agreed and implemented in case of failure of in-service Common Equipment. Any planned works will be accompanied by method statements and operational risk assessments, which shall include back-out plans.

10 Operational Escalation Procedure

Each company shall maintain an escalation procedure and escalation contact list, and keep it available for use at all times.

11 Disaster Recovery Procedures

- 11.1** A disaster shall have occurred when any event causes the complete loss, destruction, denial, or failure, of any site, Antenna support structure, Antenna, or power system; or the loss or destruction of a significant proportion National Grid Wireless's holding of equipment, tools or spares intended for the maintenance of the service infrastructure.
- 11.2** National Grid Wireless shall develop and maintain disaster recovery procedures and make them available to the customer. National Grid Wireless shall review such disaster recovery procedures at least annually, seek customer input in advance of each review, and make amended procedures available to the customer.
- 11.3** Customer shall cooperate and participate in rehearsals to validate the disaster recovery procedures. Such rehearsals shall be carried out at regular intervals to be agreed between the companies and may include aspects of any disaster recovery procedures related to the managed transmission service.
- 11.4** In the event of a disaster at a Station, National Grid Wireless shall provide all reasonable assistance and engineering effort to enable restoration of the service.

12 Emergency Power Provisions

- 12.1** Emergency and standby power:
 - 12.1.1** For each Station at which a fixed standby diesel generator is provided by National Grid Wireless, in the event of a failure of the fixed standby diesel generator set, National Grid Wireless shall have a procedure for providing

emergency standby power, in the form of a mobile or hired-in diesel alternator set, which can be connected to provide power to customer's services.

12.1.2 If the failure of the fixed standby diesel generator set occurs during a mains supply outage then National Grid Wireless shall arrange for the emergency standby power facility to be mobilised so as to minimise the delay in restoring the service.

12.1.3 National Grid Wireless shall arrange for the emergency standby power facility to be mobilised immediately alarms indicating diesel generator failure to start are noted at the monitoring centre.

12.2 At Stations where fixed standby diesel generators are provided, National Grid Wireless shall ensure that there is at all times sufficient fuel in stock at each Station to ensure at least 8 hours of on-load running.

12.3 National Grid Wireless shall maintain the Common Equipment in line with its experience and current best practice. The parties acknowledge and agree that maintenance regimes shall (i) be designed to minimise the frequency and duration of failures or interruptions in the provision of Network Access in their execution and through both routine and preventative measures; and (ii) where required, fully test reserve, standby and auto change-over systems designed to mitigate system failures, e.g. simulated mains failures. The periodicity, content and results of such tests shall be made available to the Customer. The parties acknowledge and agree that power systems are critical for the continuity of the Network Access service. Accordingly, National Grid Wireless shall have documented processes and records of undertaking the following:

12.3.1 Simulated mains failure testing, including any automatic changeover of LV/HV circuit breakers;

12.3.2 Testing of switchboard breakers, including automatic changeover equipment, batteries and chargers;

12.3.3 Diesel generator maintenance;

12.3.4 Testing of standby and power system automatic fault reporting (AFR) alarms to ensure alarms are in working order. Testing of emergency lighting;

12.3.5 Replacement of batteries; and

12.3.6 Maintenance of main power switchboard. Work to include surge diverters, circuit breakers, bus bars and cable connections.

13 Changes and Modifications to Facilities, Common Equipment & Exclusive Equipment once in Service

All changes and/or modifications to the Antenna, Antenna support structure, power facilities, shared facilities and/or Common Equipment:

13.1 that National Grid Wireless may require to carry out from time to time, that affect the Customer's service(s) in any respect shall be agreed in advance via the Change Control procedure agreed between the parties;

13.2 that the Customer may request from time to time, shall be requested and agreed in advance via the Change Control procedure agreed between the companies;

13.3 shall be implemented at National Grid Wireless's responsibility and discretion;

13.4 shall be implemented by National Grid Wireless's nominated personnel and/or contractors.

14 Spares

14.1 National Grid Wireless will procure the availability of sufficient spares as are reasonably necessary to re-establish services in the minimum practical time.

14.2 Where the maximum lead time for replacement parts, from suppliers is not guaranteed to be less than 24 hours, or 12 hours for Stations listed by name in Appendix 1 of this Schedule, then these parts will be held in stock by National Grid Wireless.

14.3 National Grid Wireless shall audit the availability of parts and required maximum lead times every 12 months and make the audit results available to the Customer within two calendar months of the commencement of the audit.

15 Security

15.1 National Grid Wireless shall use all reasonable endeavours at all Stations to ensure that that the sites are secure from unauthorised access.

15.2 Each company shall notify the other immediately once it becomes aware of any unauthorised entry or interference with the Station, service infrastructure and/or the Customer's service(s) or any material attempt to do so.

15.3 Each company shall cooperate fully in any investigation of any actual or suspected security breach.

15.4 The Customer shall comply with such reasonable access control, monitoring and/or authorisation procedures as National Grid Wireless may implement, always provided that the requirements of such procedures do not conflict with paragraph 3.5.

16 Telemetry and Automatic Fault Reporting

National Grid Wireless shall procure, at each Station, telemetry and Automatic Fault Reporting (AFR) capable of providing, at a minimum, alarms to indicate a breach of site security, loss of power supply, diesel generator failure to start (where a diesel generator is provided), and an Antenna fault (where feeder monitoring and/or protection is fitted).

17 Health and Safety and Policies

17.1 National Grid Wireless and the Customer shall comply with their obligations and standards arising from their accreditation to the Occupational Health and Safety assessment series (OHSAS) 18001 and the International Standards Organisation (ISO) 14001 (or any successor standard thereto).

17.2 National Grid Wireless shall every three calendar months provide to the Customer a written report of all accidents and incidents that National Grid Wireless has reported to the various reporting authorities during the previous three calendar months.

- 17.3** National Grid Wireless shall immediately provide to the Customer a written report of any accident or incident in respect of which National Grid Wireless has had any enforcement action issued against them.

Appendix 1 - Response Times

	Site	Response Time (24 hours per day)
1	Aberdare	2.0 Hours
5	Bilsdale	2.0 Hours
7	Blaenplwyf	2.0 Hours
8	Bluebell Hill	1.25 Hours
9	Bressay	Reasonable endeavours having regard to prevailing conditions
10	Brierley Hill	2.0 Hours
11	Bristol IC	2.0 Hours
12	Bristol KW	2.0 Hours
13	Bromsgrove	2.0 Hours
17	Carmel	2.0 Hours
21	Crystal Palace	0.83 Hours
23	Divis	1.50 Hours
26	Eitshal	Reasonable endeavours having regard to prevailing conditions
28	Fenham	2.0 Hours
29	Fenton	2.0 Hours
30	Ferryside	2.0 Hours
32	Guildford	2.0 Hours
33	Hannington	2.0 Hours
34	Hastings	2.0 Hours
35	Heathfield	2.0 Hours
36	Hemel Hempstead	2.0 Hours
39	Keelylang Hill	Reasonable endeavours having regard to prevailing conditions
41	Kilvey Hill	1.5 Hours
44	Lark Stoke	2.0 Hours
45	Limavady	2.0 Hours
46	Llandonna	2.0 Hours
47	Malvern	2.0 Hours
48	Mendip	1.5 Hours
49	Midhurst	2.0 Hours
52	Olivers Mount	2.0 Hours
53	Oxford	2.0 Hours
56	Pontop Pike	1.75 Hours
57	Pontypool	2.0 Hours
59	Redruth	2.0 Hours
60	Reigate	2.0 Hours
62	Rosemarkie	2.0 Hours
64	Rowridge	1.25 Hours

67	Salisbury	2.0 Hours
70	Sheffield	2.0 Hours
72	Storeton	2.0 Hours
73	Sudbury	2.0 Hours
74	Sutton Coldfield	1.25 Hours
75	Tacolneston	2.0 Hours
76	The Wrekin	2.0 Hours
77	Torosay	Reasonable endeavours having regard to prevailing conditions
78	Tunbridge Wells	2.0 Hours
79	Waltham	2.0 Hours
80	Wenvoe	1.25 Hours
81	Whitehawk Hill	2.0 Hours

All other Stations: 4.0 hours or other such time agreed between the parties.