

MASTER INFRASTRUCTURE SERVICES AGREEMENT

between

WIG (as defined herein)

and

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

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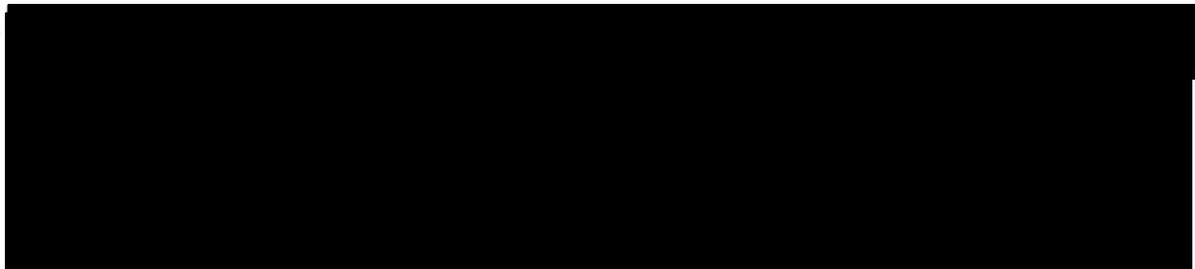
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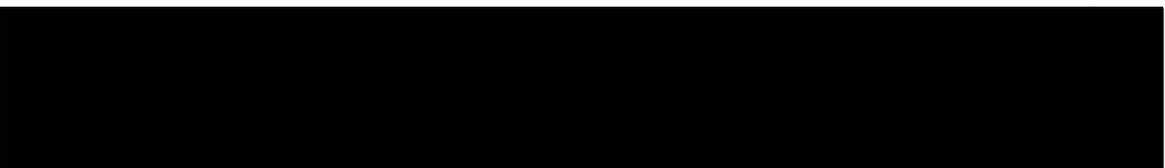
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THIS AGREEMENT is made on the 23rd of November 2022

BETWEEN

- (1) THE COMPANIES whose names and addresses are set out in Part 2 of the Schedule (together "WIG"); and
- (2) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT whose principal place of business is at 2 Marsham Street, London SW1P 4DF ("Home Office").

WIG and the Home Office shall each be a "Party" and shall together comprise the "Parties".

WHEREAS

WIG carries on business as a wholesale telecommunications infrastructure and services provider through the investment in, and management of, associated facilities and infrastructure assets which are offered in bundled services contracts such as this Agreement.

The Home Office is seeking to utilise WIG Facilities in connection with EAS projects (as hereinafter defined).

WIG is prepared to provide systems of infrastructure and services at multiple facilities to enable Installations for the Home Office and the Parties have agreed upon the terms of the grant and exercise of the Rights (as hereinafter defined).

The Parties intend that particulars of the arrangement concerning the use of any particular Installation shall be embodied in a Supplementary Agreement referring to that particular Installation.

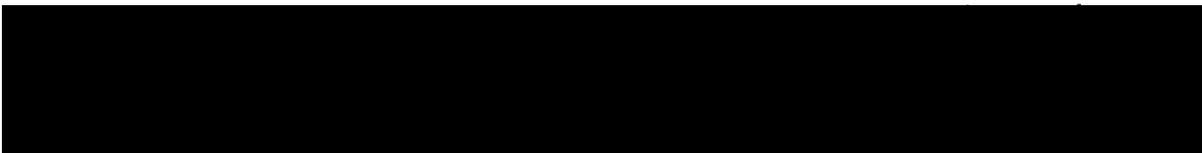
AND WHEREAS

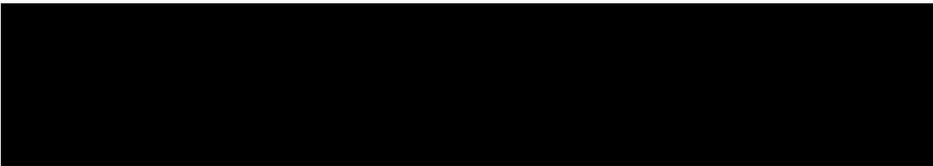
All such Supplementary Agreements shall be deemed to incorporate the terms of this Agreement so far as they are not inconsistent with the particular Supplementary Agreement.

NOW THEREFORE it is AGREED between the Parties as follows:

1. Interpretation

- 1.1. In this Agreement and in any Supplementary Agreement the following terms shall have the following meanings:-





"Access Track" means such access route as may be specified on any plan annexed and executed to the relevant Supplementary Agreement or such other route as may be substituted therefor on prior notice to the Home Office;

"Affiliate" means, in respect of a person, any company which is a holding company or subsidiary of that person or a subsidiary of the holding company of any such person, as the terms "holding company" and "subsidiary" are defined in section 1159 of the Companies Act 2006;

"Agreement" means this agreement, being a master infrastructure sharing agreement, including any Schedule hereof, which Schedule may be varied or modified by agreement between the Parties as herein provided from time to time;

"Annual Charge" means such amount or amounts of fees [redacted] payable by the Home Office to WIG in relation to an Installation pursuant to the terms of any Supplementary Agreement which amount or amounts are exclusive of value added tax which is payable in addition thereto;



"Apparatus" means Electronic Communications Apparatus (as the same is defined in the Code) and any other equipment ancillary to such Apparatus owned by [redacted] and used and operated for the Permitted Use by or on behalf of the Home Office, [redacted] as more particularly documented in each Supplementary Agreement and which, for the avoidance of doubt, will be such Apparatus from time to time installed at the relevant Installation in accordance with the terms hereof;

"Apparatus Upgrade" means to install Apparatus or to upgrade, enhance, modify, alter, change the position of, remove or add to or replace or renew Apparatus;

- "Business Day"** means any day except Saturday, Sunday or any day which is a bank or other public holiday in England and Wales or Scotland;
- "Central Government Body"** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency.
- "Code"** means Schedule 3A of the Communications Act 2003 (including any amendments to any such legislation following the date of this Agreement and any statutory provision which is in force following the date of this Agreement which re-enacts or consolidates any of the foregoing legislation);

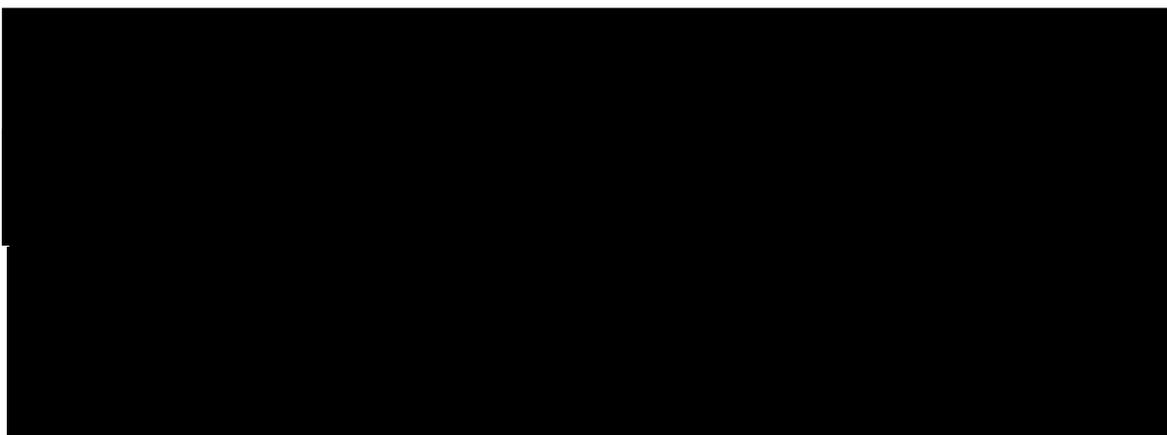
"Commencement Date" means the date hereof;

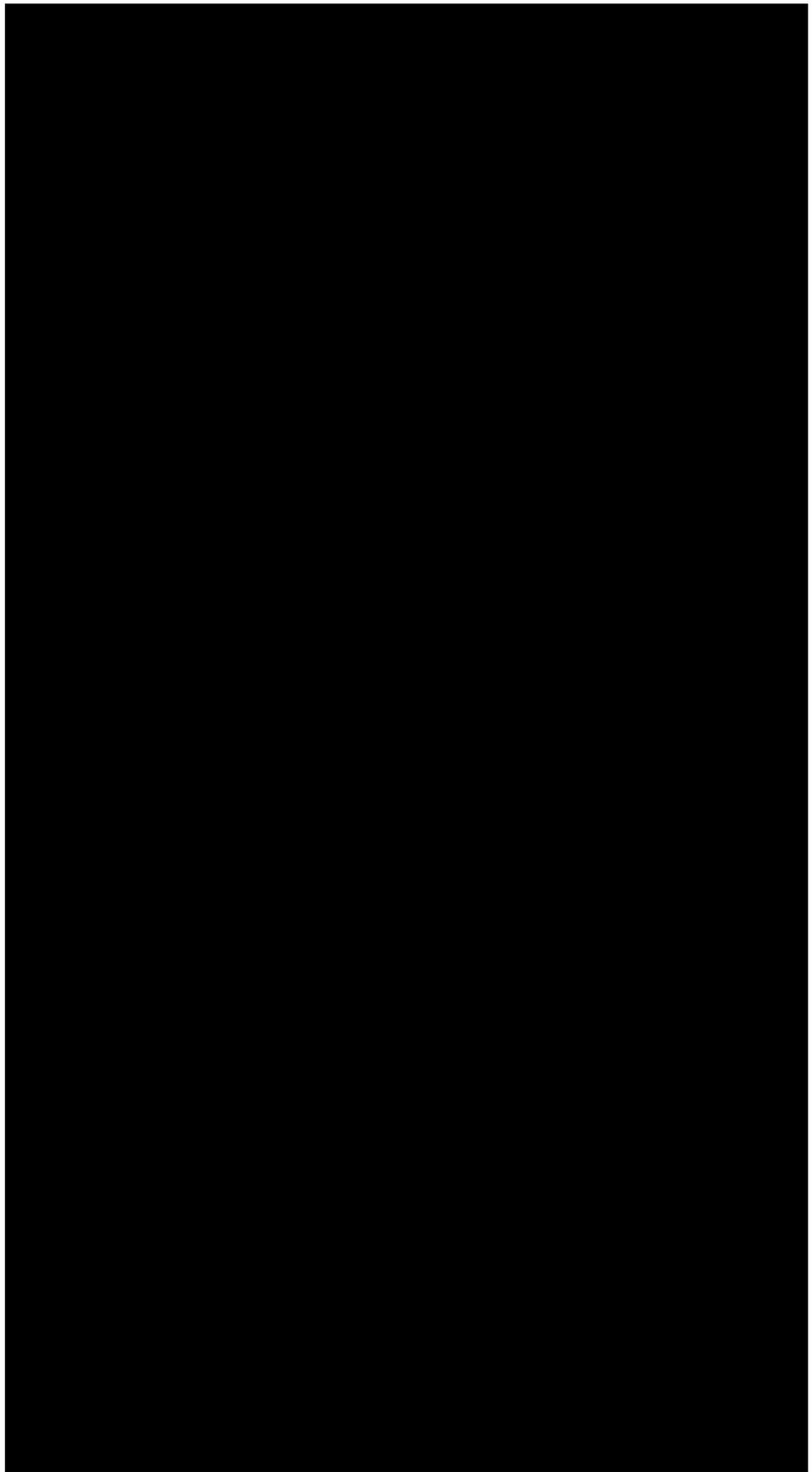
"EAS" means the Home Office's extended area services project forming part of the ESN;

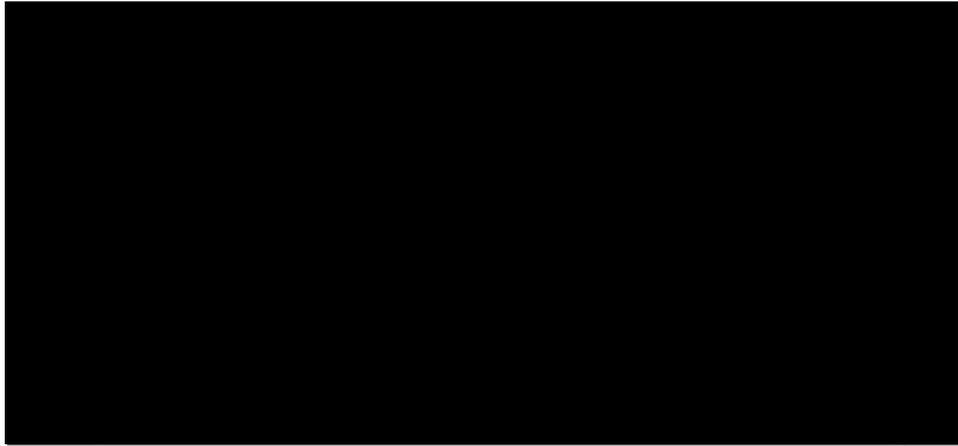
"Effective Date" means the date hereof;

"Electronic Communications Expert" means an independent surveyor to be appointed by the Parties (or failing agreement upon such appointment within 15 Business Days of either Party requesting the same then by an independent surveyor appointed by the President for the time being of the Royal Institution of Chartered Surveyors (RICS) at the request of either WIG or the Home Office) such independent surveyor to act as an expert and not as an arbitrator"

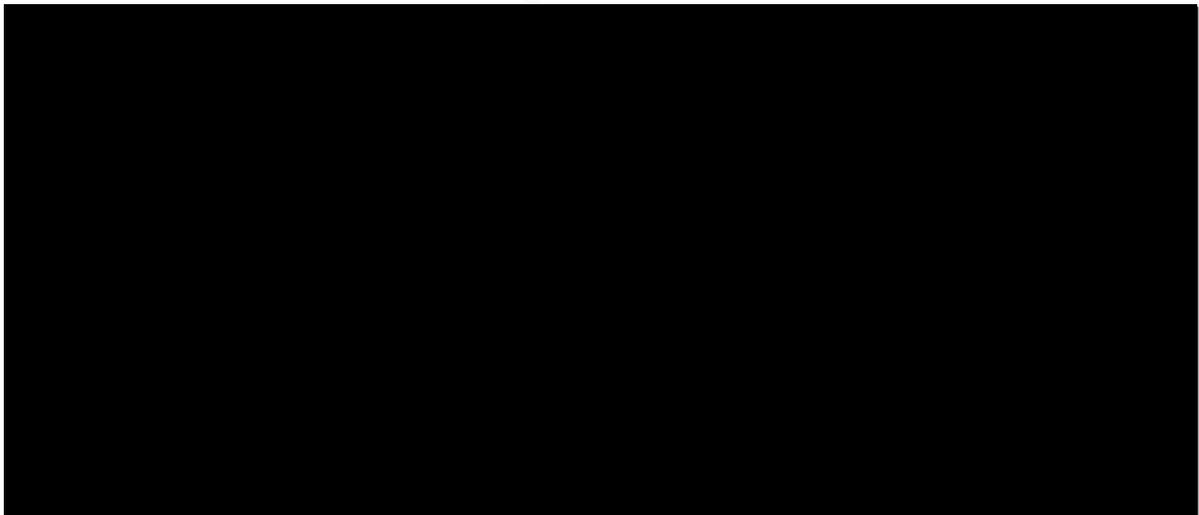
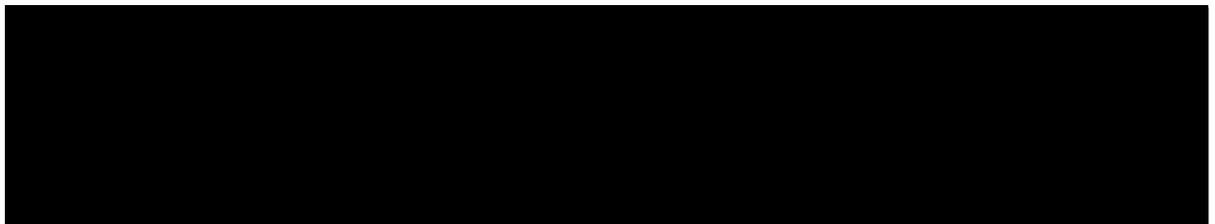
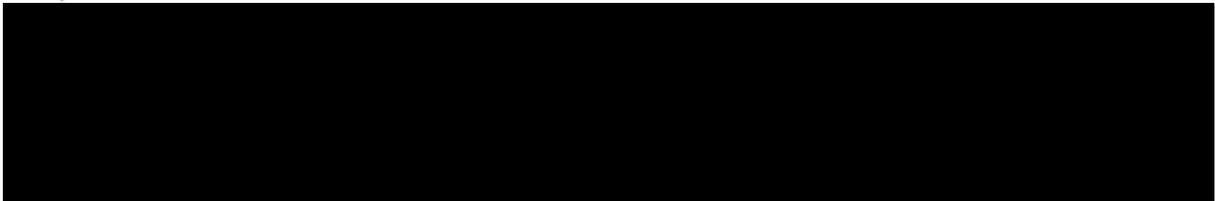
- "Electronic Communications Network"** has the meaning ascribed to it by the Code;
- "Enactment"** means all statute, statutory instruments, legislative orders or other similar legislation or laws;
- "ESN"** means the Emergency Services Network which, for the purposes of this Agreement, shall relate to EAS only;
- "Expert"** means an independent chartered accountant to be appointed by the Parties (or failing agreement upon such appointment within 15 Business Days of either Party requesting the same then by an independent chartered accountant appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales at the request of either WIG or the Home Office) such independent chartered accountant to act as an expert and not as an arbitrator;
- "Force Majeure Event"** means any event or circumstance beyond the reasonable control of the relevant Party other than where such event or circumstance was caused by an action or omission of the relevant Party in contravention of the terms of this Agreement or of any Supplementary Agreement, including but not limited to an act of God, fire, disease or pandemic, act law or recommendation of Government or State or authority, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature, or the act or omission of any highway or other regulatory telecommunications authority;
- "Health & Safety Regulations"** means all lawful statutory regulations and statutory provisions relating to any operations at the WIG Facilities;







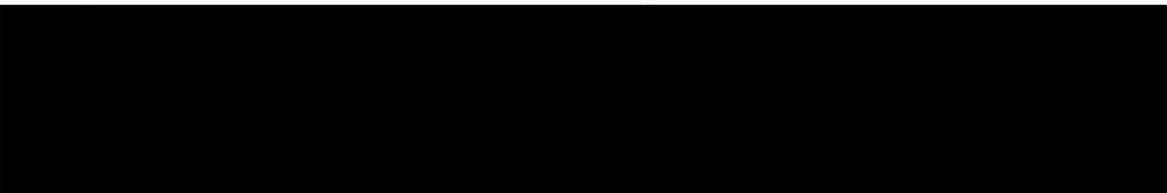
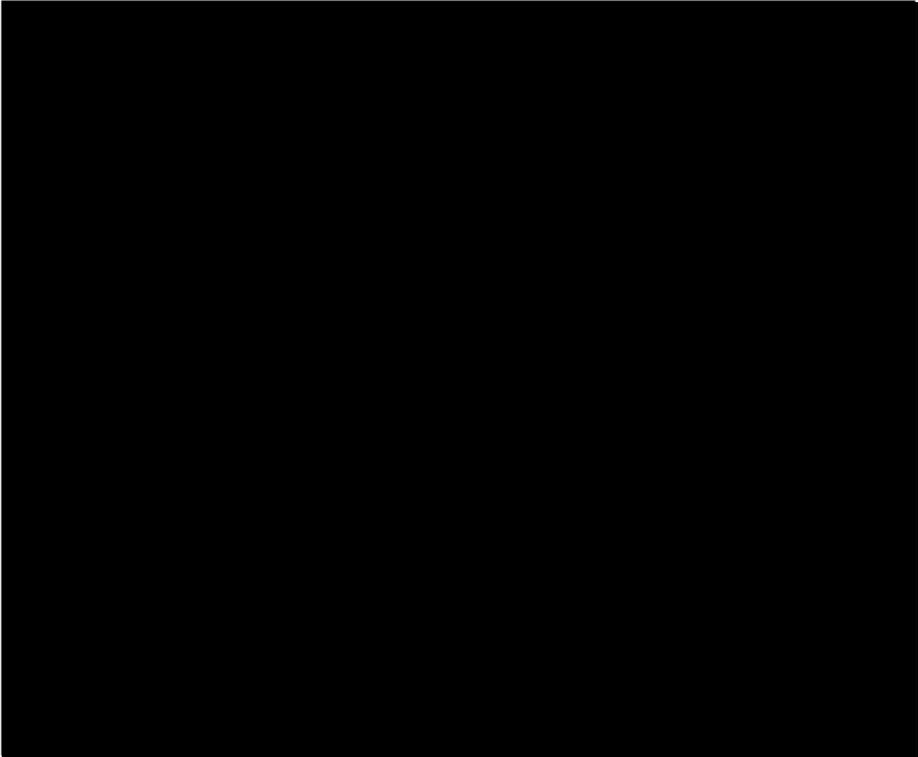
"Installation" means the location at the WIG Facility where the Home Office has installed Apparatus, as more particularly described in and the subject of any Supplementary Agreement;





"OFCOM" means The Office of Communications as established by the Communications Act 2003 or such other body as shall exercise the licensing function vested in OFCOM at the Commencement Date;

"Permitted Use" means for the purpose of providing the Home Office with Installations



"Rights" means the rights granted by WIG as set out in Clauses 2, 7, 8 and 9 hereof;

"Supplementary Agreement" means an agreement entered into between the Parties in respect of an Installation which shall be in the form contained in Part 1 of the Schedule annexed hereto and which shall be deemed to incorporate

all the provisions of this Agreement notwithstanding termination of this Agreement insofar as required for the purposes of Clause 3.1;

"Term Commencement Date"	means the date from which the Home Office is entitled to use, or commence or procure commencement of any works at, any Installation in accordance with the terms of this Agreement and as specified in the relevant Supplementary Agreement;
"Term"	means the period as set out in clause 3.2
"WIG Group"	means WIG and its Affiliates; and
"WIG Facility"	means the associated facility at which WIG's system of infrastructure and services (including but not limited to the compound, fence, ducts, conduits, mast, buildings, equipment, apparatus and/or infrastructure belonging to, owned or controlled by WIG) are delivered and where the Installation is based. WIG Facilities shall mean more than one WIG Facility or every WIG Facility as the context requires.

1.2. Throughout this Agreement:

- 1.2.1. words importing the masculine gender only shall include the feminine gender and neuter;
- 1.2.2. words importing the singular number only shall include the plural number and vice versa;
- 1.2.3. reference to any statutory provision shall (unless the context otherwise provides):
 - (a) include any order, instrument, plan, regulation, permission and direction made or issued under such statutory provision or deriving validity from it; and
 - (b) be construed first as a reference to such statutory provision as is in force at the date of this Agreement (including, for the avoidance of doubt, any amendments made to such statutory provision that are in force at such date); second as a reference to any statute or legislation of which such statutory provision is a re-enactment or consolidation; and third as a reference to any later statutory provision which re-enacts or consolidates such statutory provision;

- 1.2.4. references to Clauses (or clauses) or Schedule or parts of the Schedule are references to Clauses or Schedule or parts of the Schedule in this Agreement unless otherwise stated;
- 1.2.5. references to any agreement shall be construed as reference to that agreement as amended, novated, varied or altered from time to time and to any agreement which extends, amends, renews or replaces the same;
- 1.2.6. references to any English legal terms for any action, remedy, method of judicial proceeding, legal document, legal status, court, official, legal concept or other thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- 1.2.7. references to either Party shall include its permitted successors and assigns and references to the Home Office include any Central Government Body from time to time having responsibility for EAS;
- 1.2.8. all sums payable by any Party to another Party under this Agreement or Supplementary Agreement shall be payable in UK pounds sterling together with all value added tax payable thereon;
- 1.2.9. references to any person include any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality).
- 1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.
- 1.4. For the avoidance of doubt, Clause and Schedule headings and the Recitals do not affect the interpretation of this Agreement.
- 1.5. The Parties acknowledge that the performance or exercise by any of the companies named in **Part 2 of the Schedule** of any of the obligations or any of the rights of WIG in accordance with the terms of this Agreement shall constitute due performance or exercise of that obligation or right.

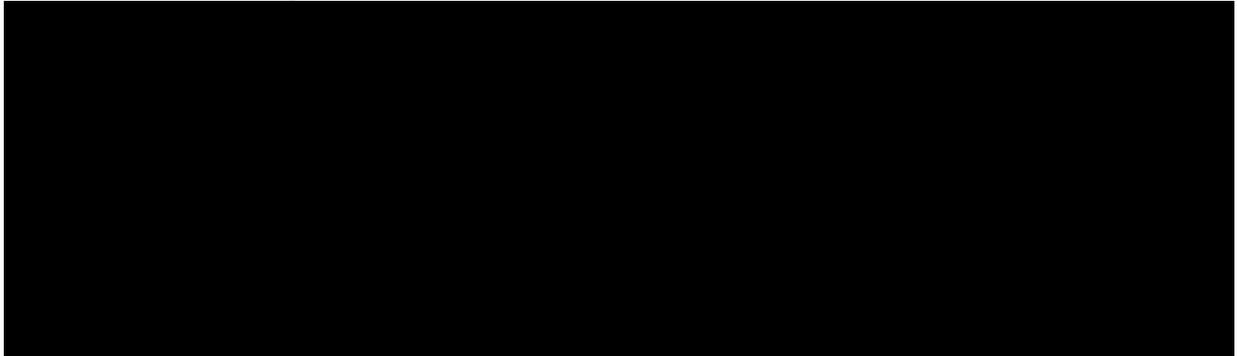
2. Permitted Use

With effect from the Commencement Date the Home Office shall be entitled during the Term of the relevant Supplementary Agreement to use the Installations and the Apparatus but for no purpose other than for the Permitted Use in accordance with this Agreement.



3. Duration

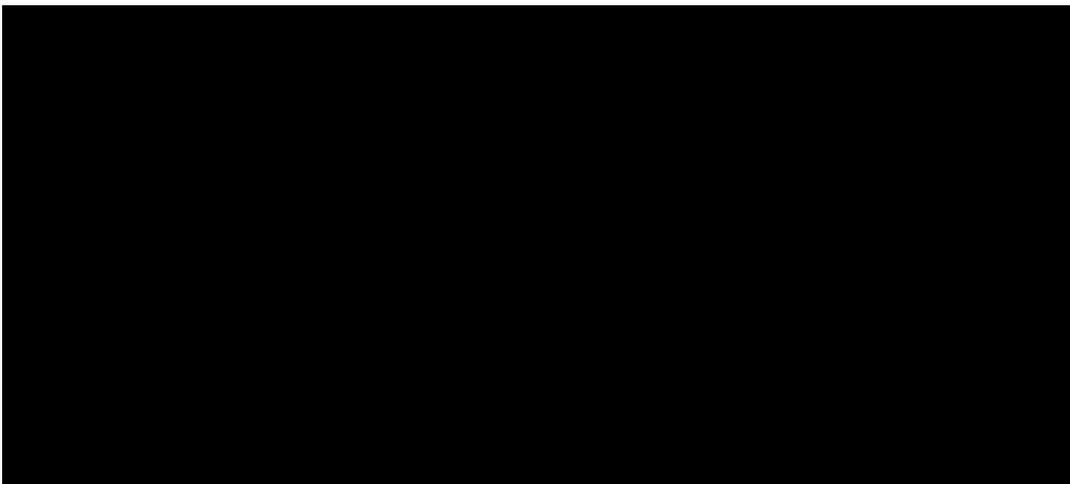
- 3.1. This Agreement remains in force until the determination of the term of the last Supplementary Agreement granted in terms of this Agreement unless terminated earlier in accordance with the terms hereof.

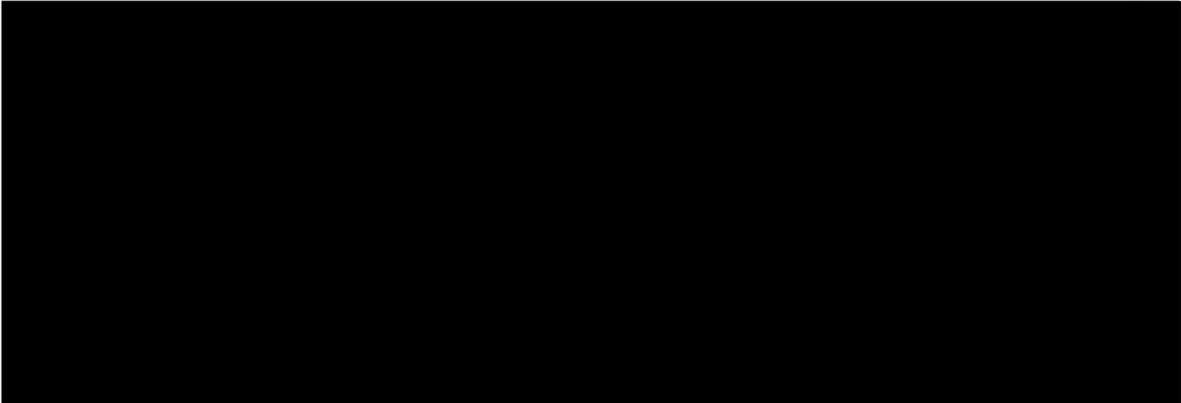
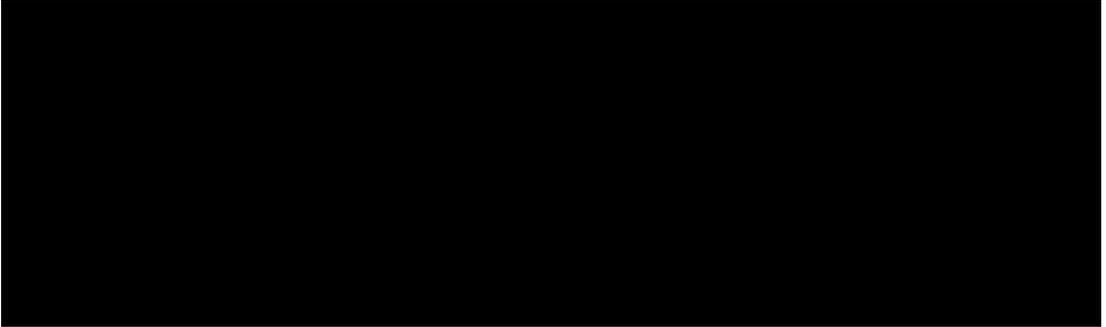


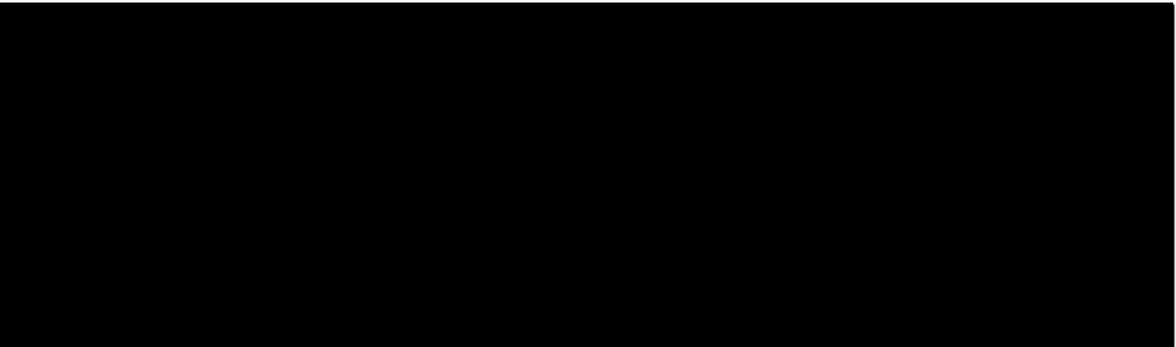
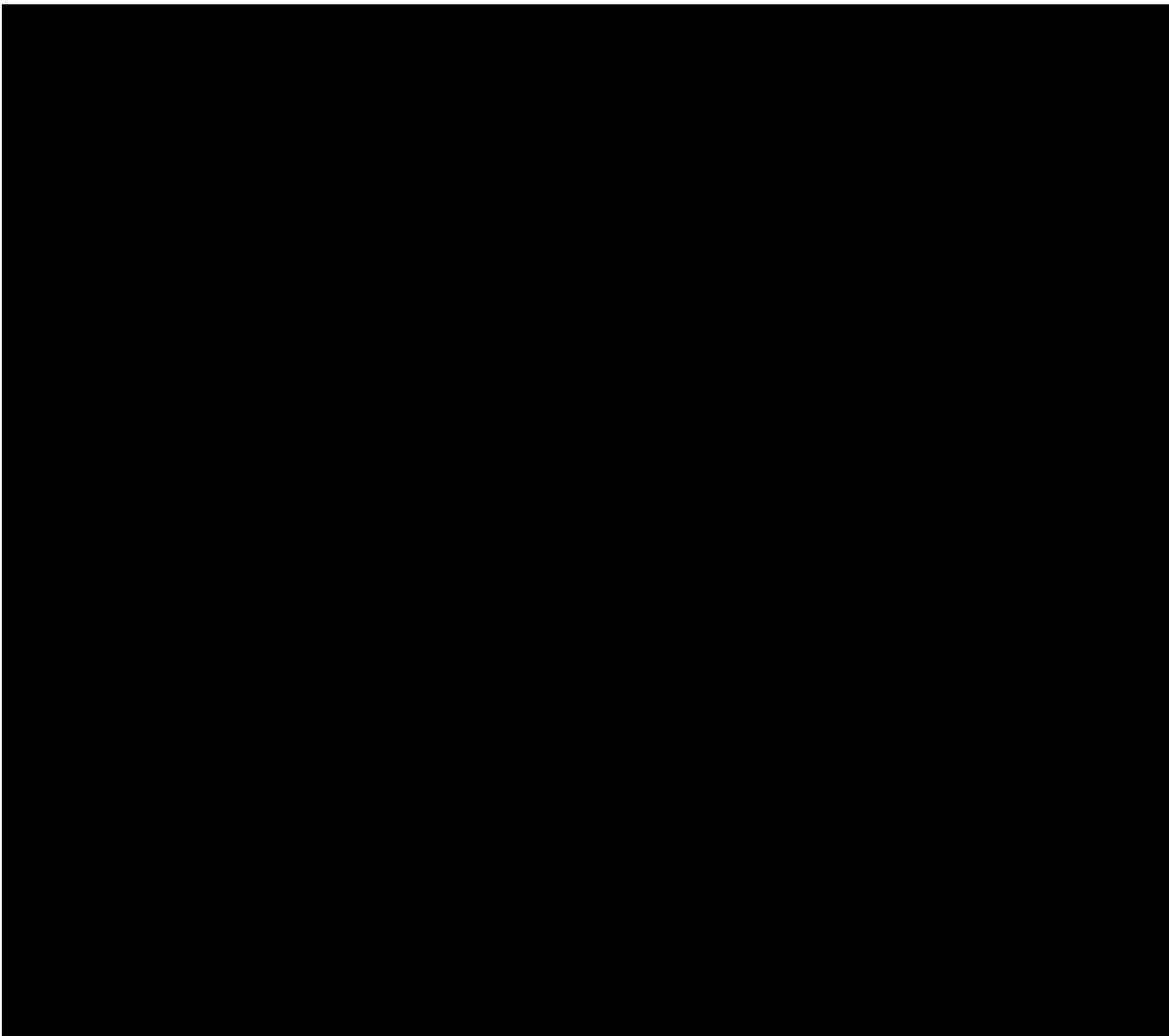
4. Charges

- 4.1. The Home Office shall throughout the Term of any Supplementary Agreement pay:

- 4.1.1. the Annual Charge together with any value added tax payable thereon to WIG without deduction, set off or counterclaim in advance on each Annual Charge Due Day and proportionately for any period less than a year (including the last payment which shall be a proportion of the Annual Charge for the period from the most immediately preceding Annual Charge Due Day to the determination of the term of the Supplementary Agreement), the first payment (being the proportion of the Annual Charge for the period from and including the Term Commencement Date to and including the day before the next following Annual Charge Due Day) to be made on the Term Commencement Date, in respect of each Supplementary Agreement;







6. Home Office Obligations

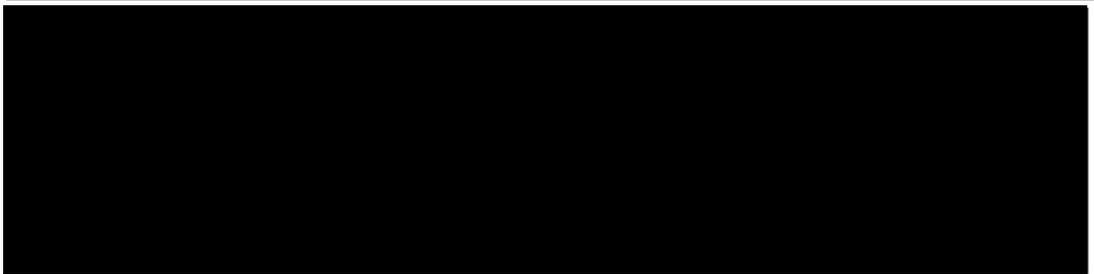
- 6.1. The Home Office shall throughout the term of any Supplementary Agreement, keep and maintain the Apparatus and all ancillary items in good repair and condition and safe working order to the reasonable satisfaction of WIG.

6.2. The Home Office shall, [REDACTED] throughout the term of any Supplementary Agreement:-

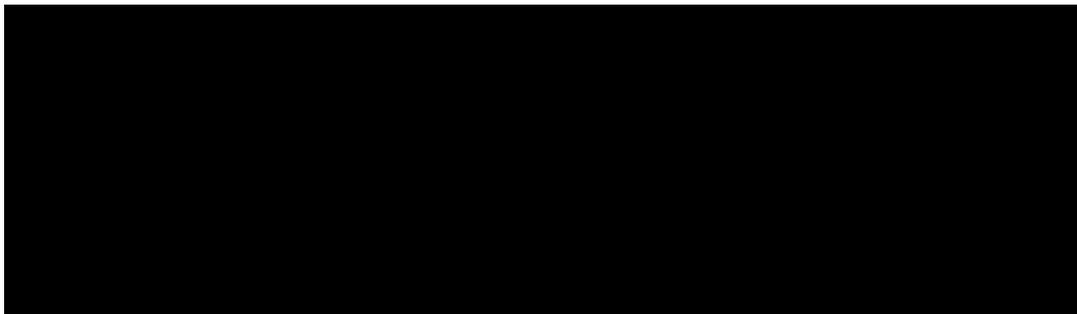
- 6.2.1. (a) ensure that the Installation (including any Apparatus thereon) and any changes that the Home Office, [REDACTED] makes to the relevant Electronic Communications Network affecting any Installation is fully compliant with the appropriate technical standards and applicable licence conditions and operate within the guidelines issued from time to time by the Radiation Division of the Health Protection Agency and/or ICNIRP (International Commission on Non-ionising Radiation Protection) concerning non-ionising radiation emissions;
- (b) comply with any reasonable requirements made by WIG and provide any information requested by WIG which is (in each case) reasonably and properly required to ensure that the Installation and any WIG Facility on which Apparatus is located operates within the guidelines issued from time to time by the Radiation Division of the Health Protection Agency and/or ICNIRP (International Commission on Non-ionising Radiation Protection) concerning non-ionising radiation emissions;

- [REDACTED]
- [REDACTED]
- 6.2.2. not cause, and shall not permit any third party for whom the Home Office, [REDACTED] is responsible at law to cause, damage to or destruction of the Installations or the relevant WIG Facility (including any third party apparatus or equipment located thereon) or the relevant Access Track;

- 6.2.3. comply with the terms of any insurances effected in relation to the Apparatus, the Installations and the relevant WIG Facility provided WIG has provided a copy of such terms in writing in advance of the Term Commencement Date and each anniversary during the Term;
- 6.2.4. at all times comply with all Health and Safety Regulations and observe all reasonable regulations from time to time made by WIG relating to health and safety and the safe management and security of the Installation and the WIG Facility;

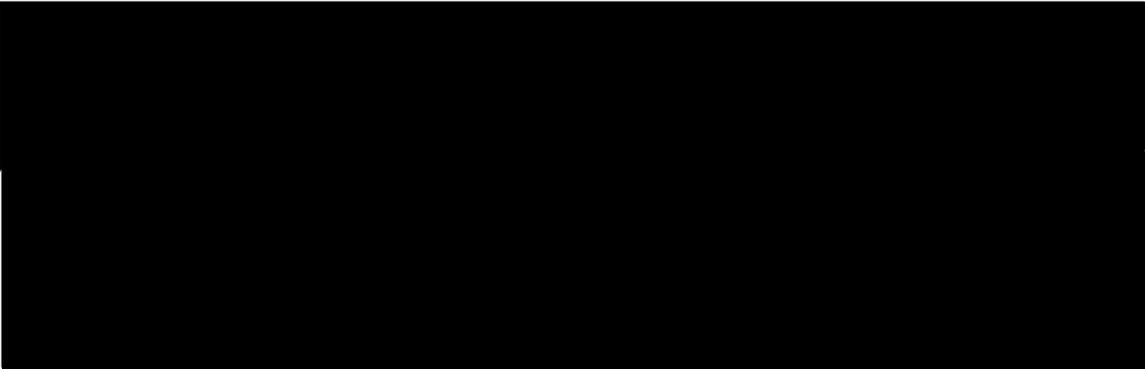
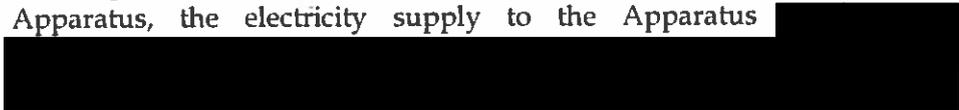


- 6.2.7. at all times take all reasonably practicable and proper precautions and use all reasonable means for the prevention of fire risks on the Installations or the relevant WIG Facility emanating from the Apparatus to the reasonable satisfaction of WIG and, in particular, shall not to block up or obstruct any fire exits or access to firefighting equipment;
- 6.2.8. observe (so far as applicable to the Apparatus) the regulations in force from time to time for the electrical equipment of buildings as issued by the Institution of Electrical Engineers;





6.2.11. not tamper with or to operate anything on any WIG Facility other than the Apparatus, the electricity supply to the Apparatus



7. Electricity and Communication Connections

7.1. [redacted] the Home Office shall have the right at its own expense to:-

7.1.1. either:

- (a) connect into and use WIG's own electricity supply (subject to WIG's consent at its absolute discretion) and to run and use connections from that supply to the Apparatus (the route of such connections to be specified and approved by WIG at its absolute discretion) and provided any works of maintenance, repair and/or renewal relating to the exercise of such rights shall be carried out by WIG at the Home Office's expense in respect of which WIG shall use reasonable endeavours to restore power as soon as practicable following any outages and further provided that any connection be sub metered; or
- (b) run, maintain, repair, renew, upgrade and use a separately metered electricity supply from the local electricity supply company to the

Apparatus (the route of such supply to be specified by and approved by WIG at its absolute discretion)

- 7.1.2. install a check meter and connect into an alternative electricity supply subject to securing the approval of the owner/controller of such other electricity supply (the route of such supply to be specified by and approved by WIG at its absolute discretion).

- [REDACTED]
- 7.2. To the extent that WIG has a backup temporary power generator on the relevant WIG Facility and subject to that generator having sufficient capacity to meet the Home Office's requirements (which will be determined by WIG at its absolute discretion) an option either: (i) connect into that generator (on a backup basis only and at the Home Office's cost) for the purpose of supplying electricity to the Apparatus upon payment by the Home Office to WIG of an annual charge [REDACTED] in connection therewith; or (ii) to access that generator subject to the Parties agreeing a generator access agreement and payment of an annual charge (as determined by WIG) in connection therewith.
- 7.3. Subject to using WIG's ducting/conduits, the Home Office shall have the right at its own expense to:-
- 7.3.1. install new lease lines or connect to existing lease lines (subject to obtaining the consent of all users of such existing lease lines) provided that the route of such lease lines shall be specified and approved by WIG at its absolute discretion; and
- 7.3.2. run cables within the WIG Facility (along routes to be agreed between the Parties) to connect into transmission solutions (including lease lines, dishes or v-sat dishes) [REDACTED]
- 7.4. WIG shall not be liable for any break in the electricity supply arising due to any cause or circumstance beyond the reasonable control of WIG.
- 7.5. WIG shall provide its decision and/or approval required for the purposes of clauses 7.1, 7.2 and 7.3 prior to the relevant Term Commencement Date and WIG shall act reasonably in making its decision and/or approval.
8. **Rights of Access**
- 8.1. The Home Office (including its agents, representatives and contractors), [REDACTED] shall be entitled during the Term of the relevant Supplementary Agreement to use the Access Track at all times with or without vehicles, plant and machinery (subject to the specific regulations applicable to such vehicles, plant and/or machinery at the

relevant WIG Facility) for the purpose of exercising the Rights herein granted and complying with the terms of this Agreement and any Supplementary Agreement

[REDACTED]

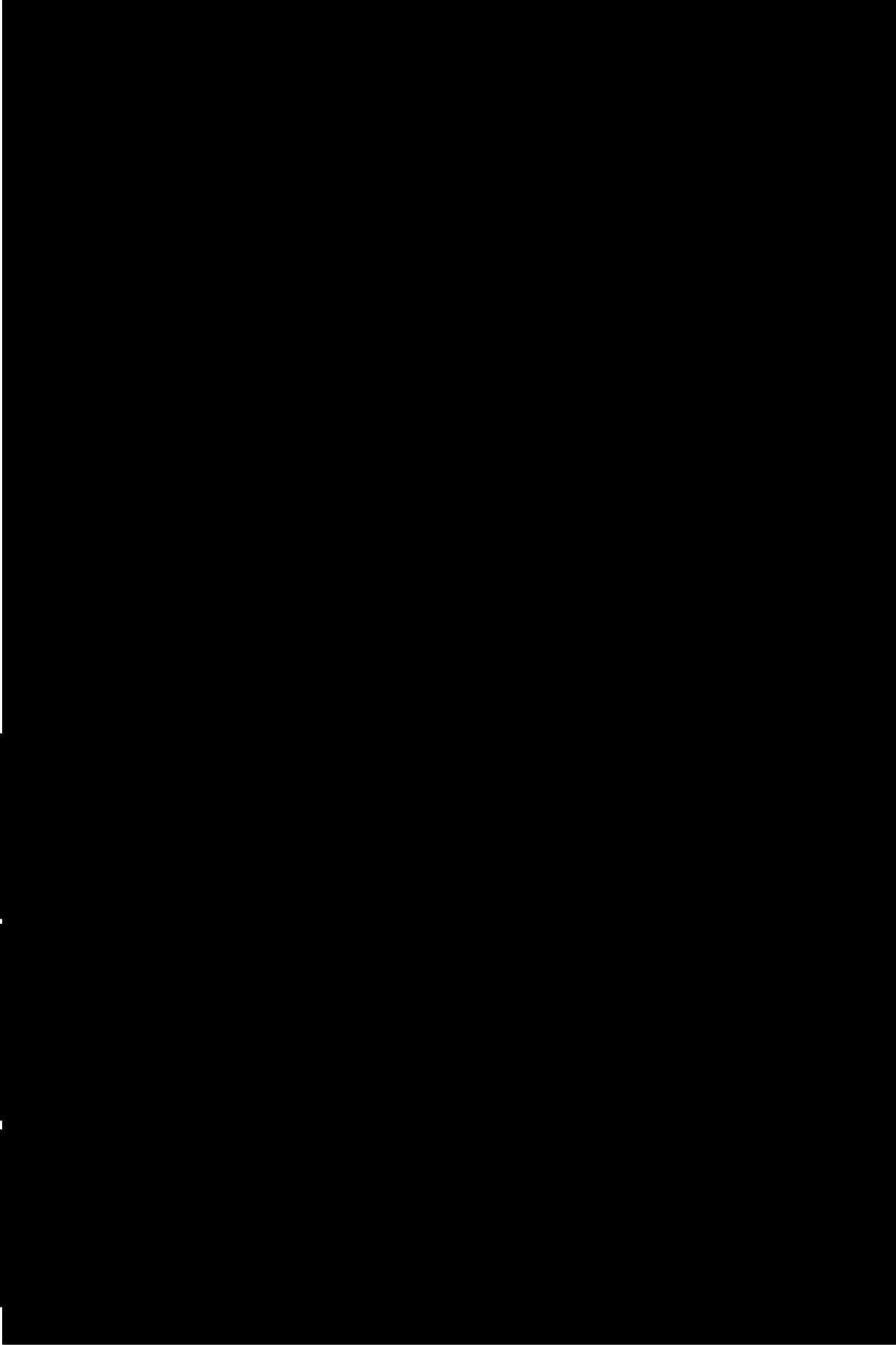
[REDACTED]

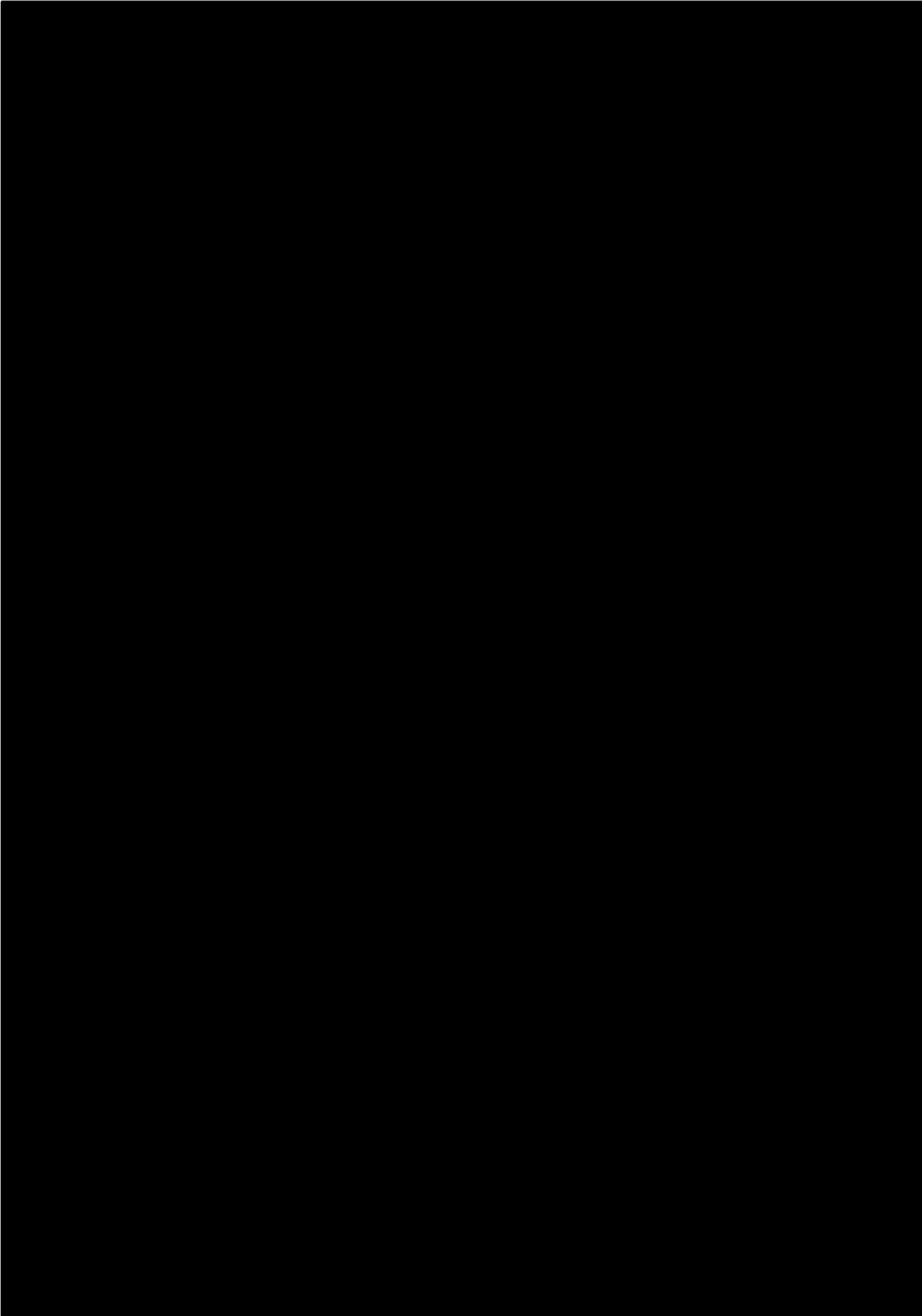
8.3. WIG shall, [REDACTED]

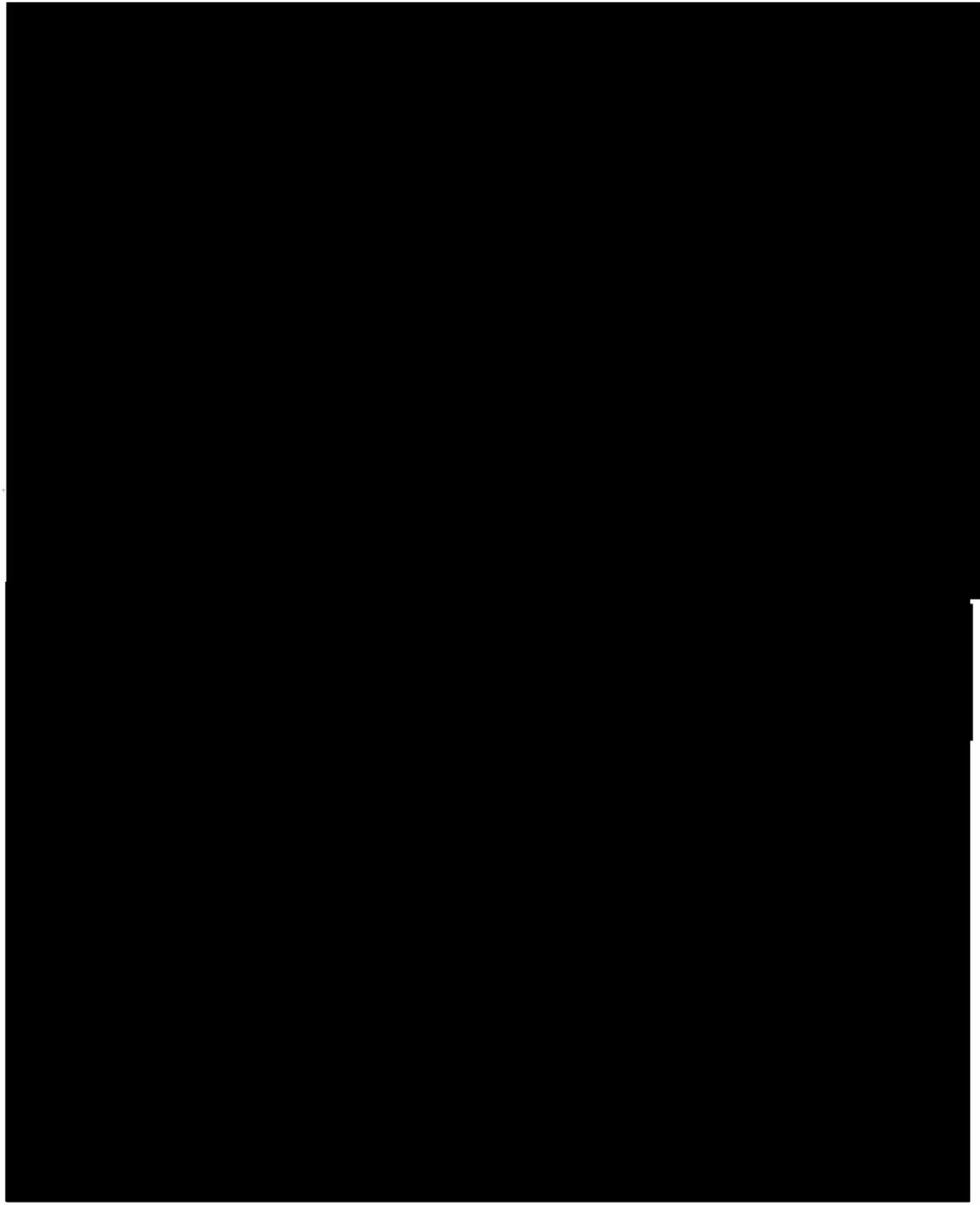
8.3.1. provide same day emergency access to the Home Office (including its agents, representatives and contractors), [REDACTED] to the WIG Facility and/or the Apparatus; and

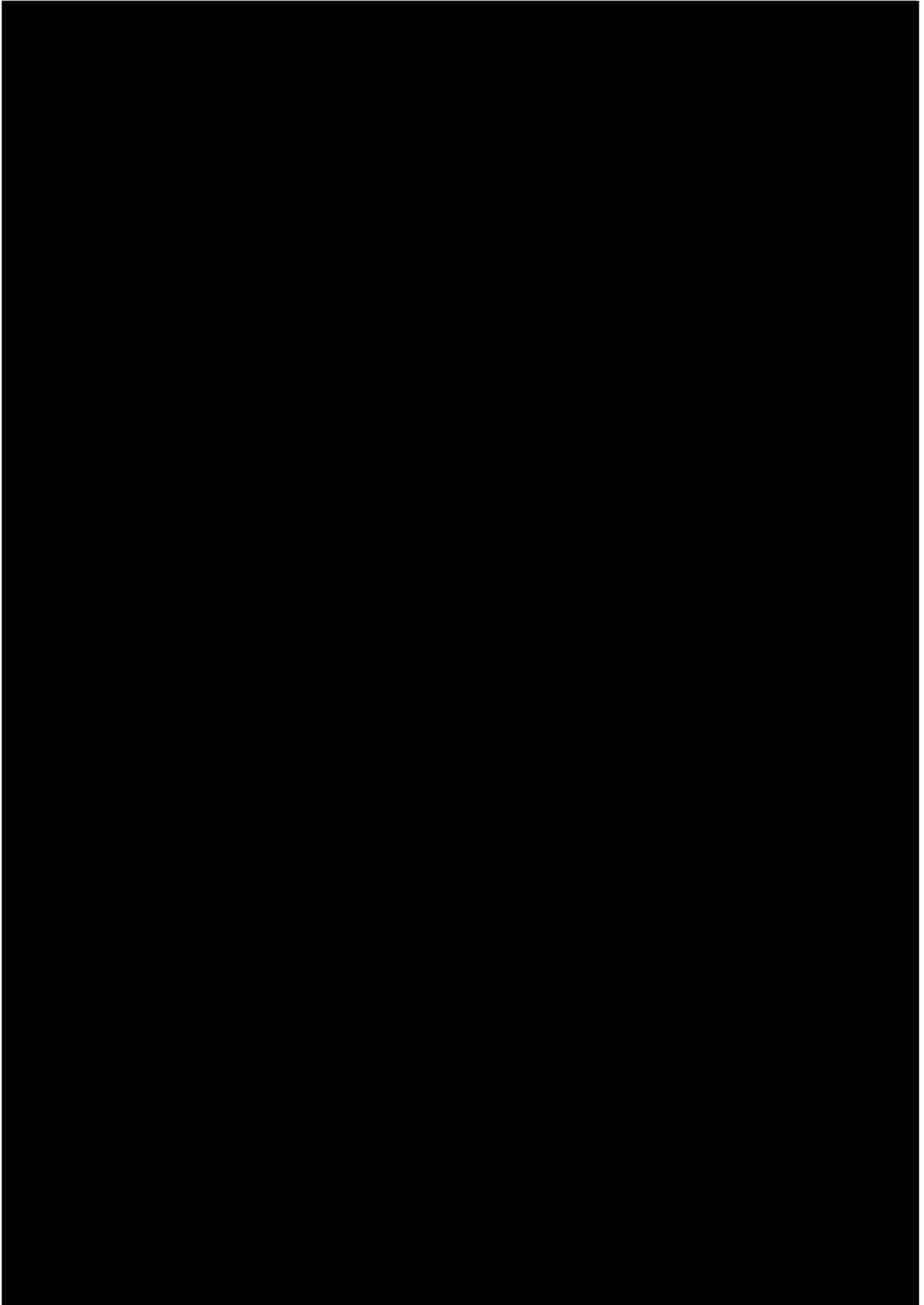
8.3.2. provide the right of access to enable the Home Office to comply with its obligations under this Agreement and/or the relevant Supplementary Agreement.

[REDACTED]





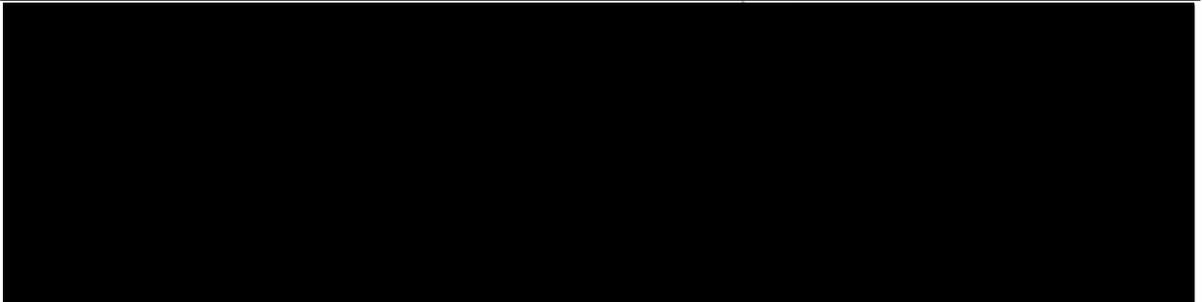
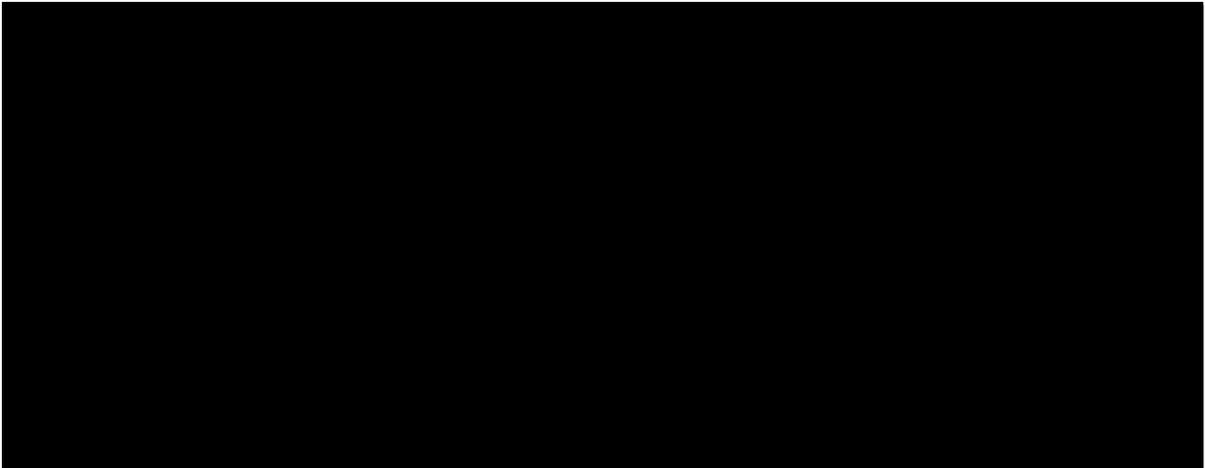
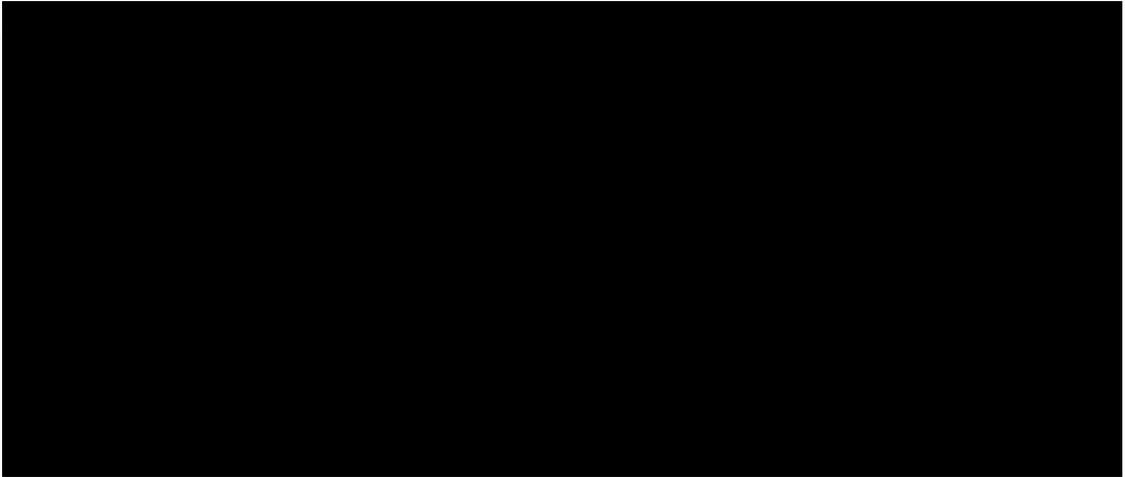


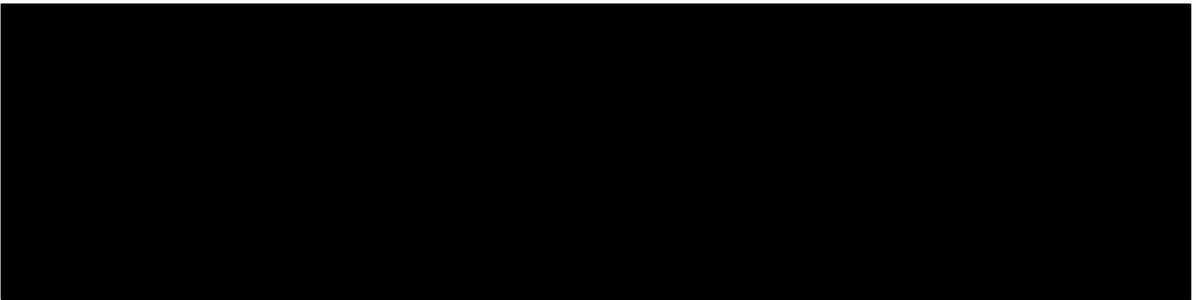
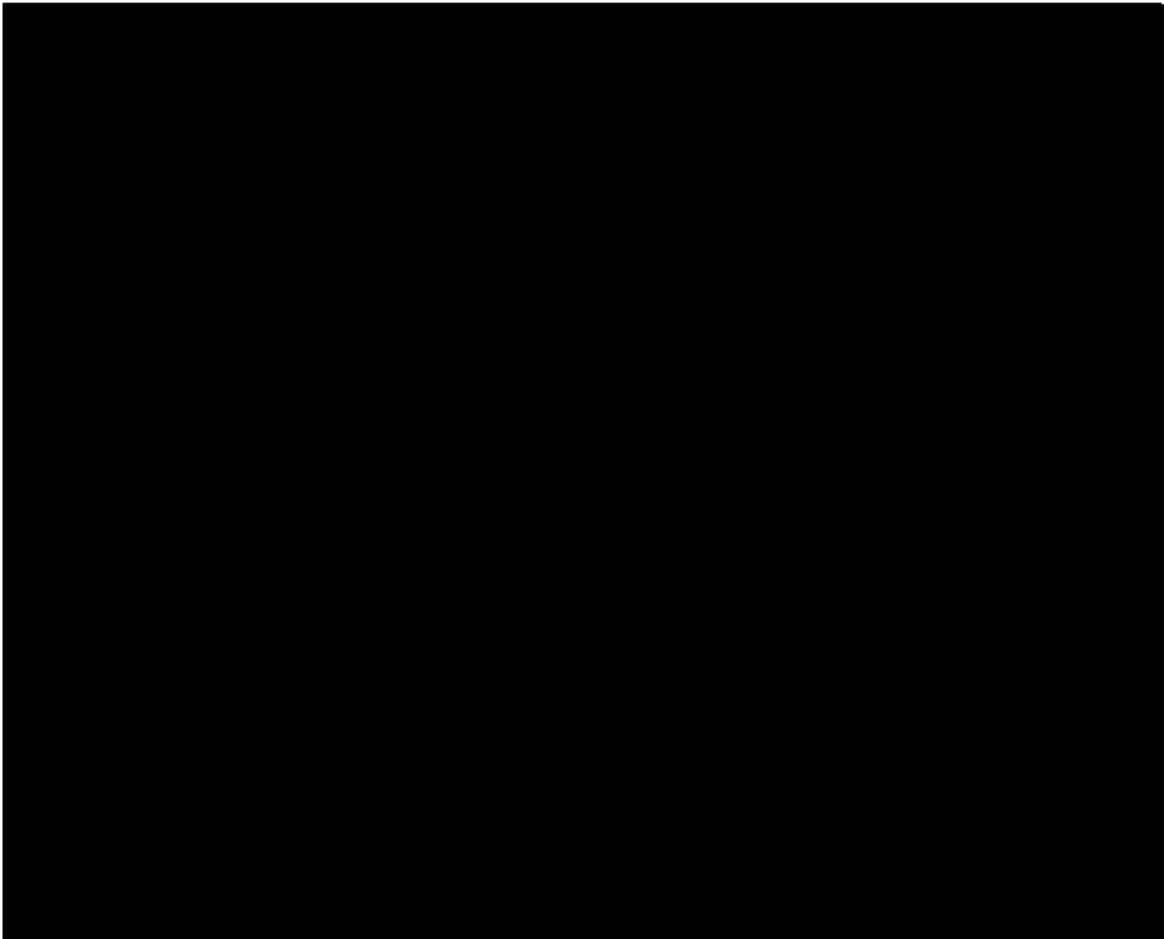


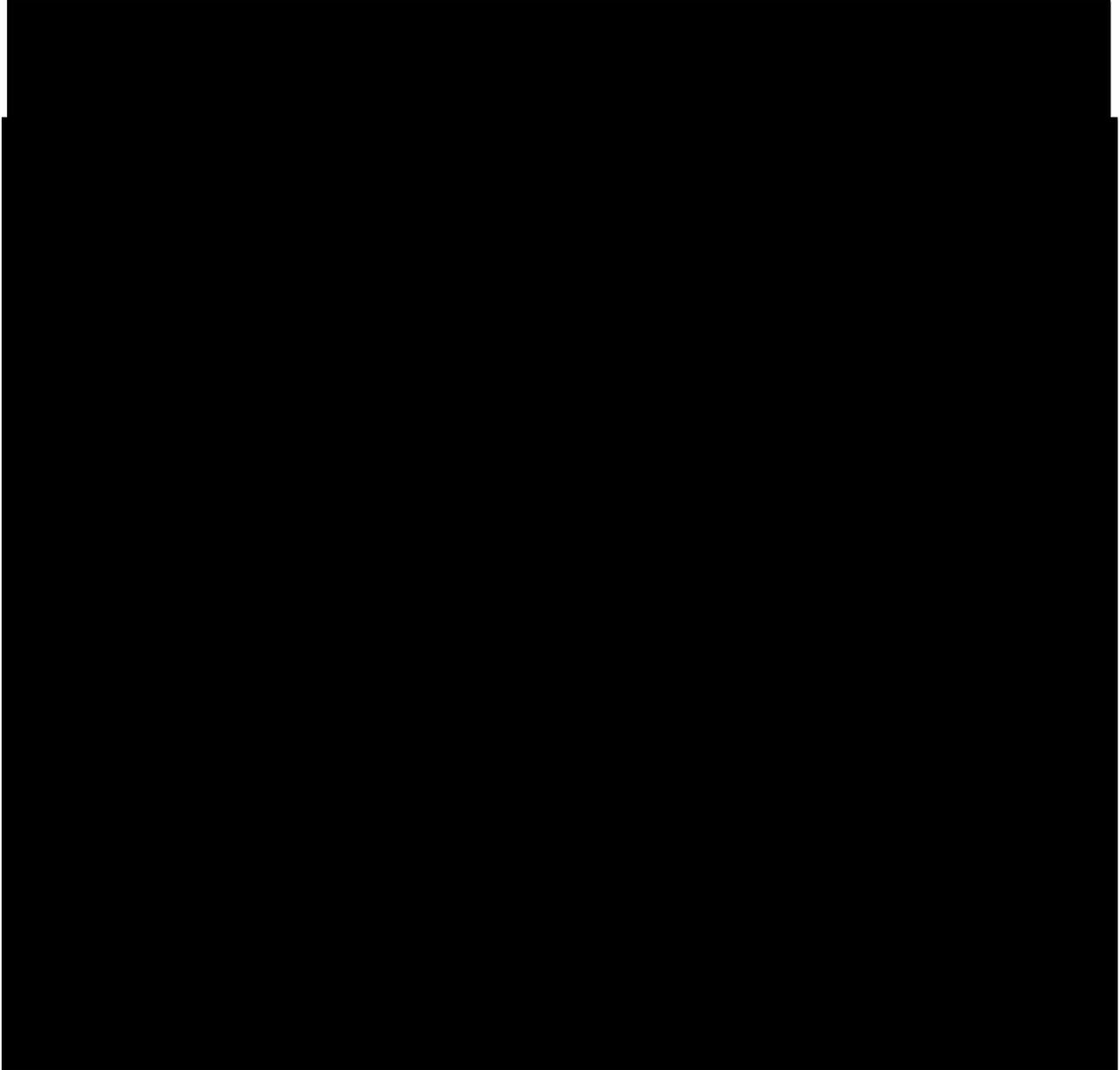


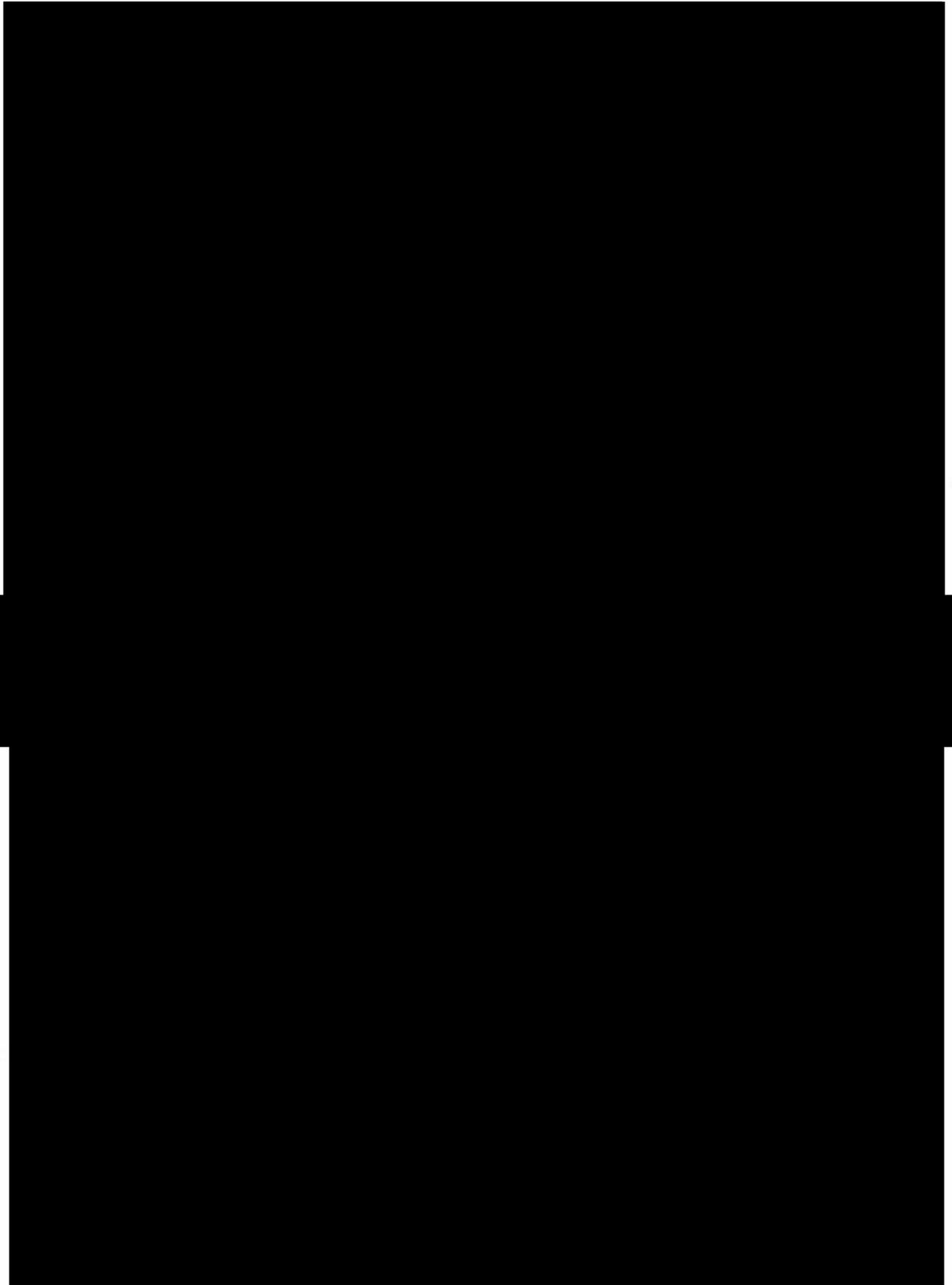
13. Alienation

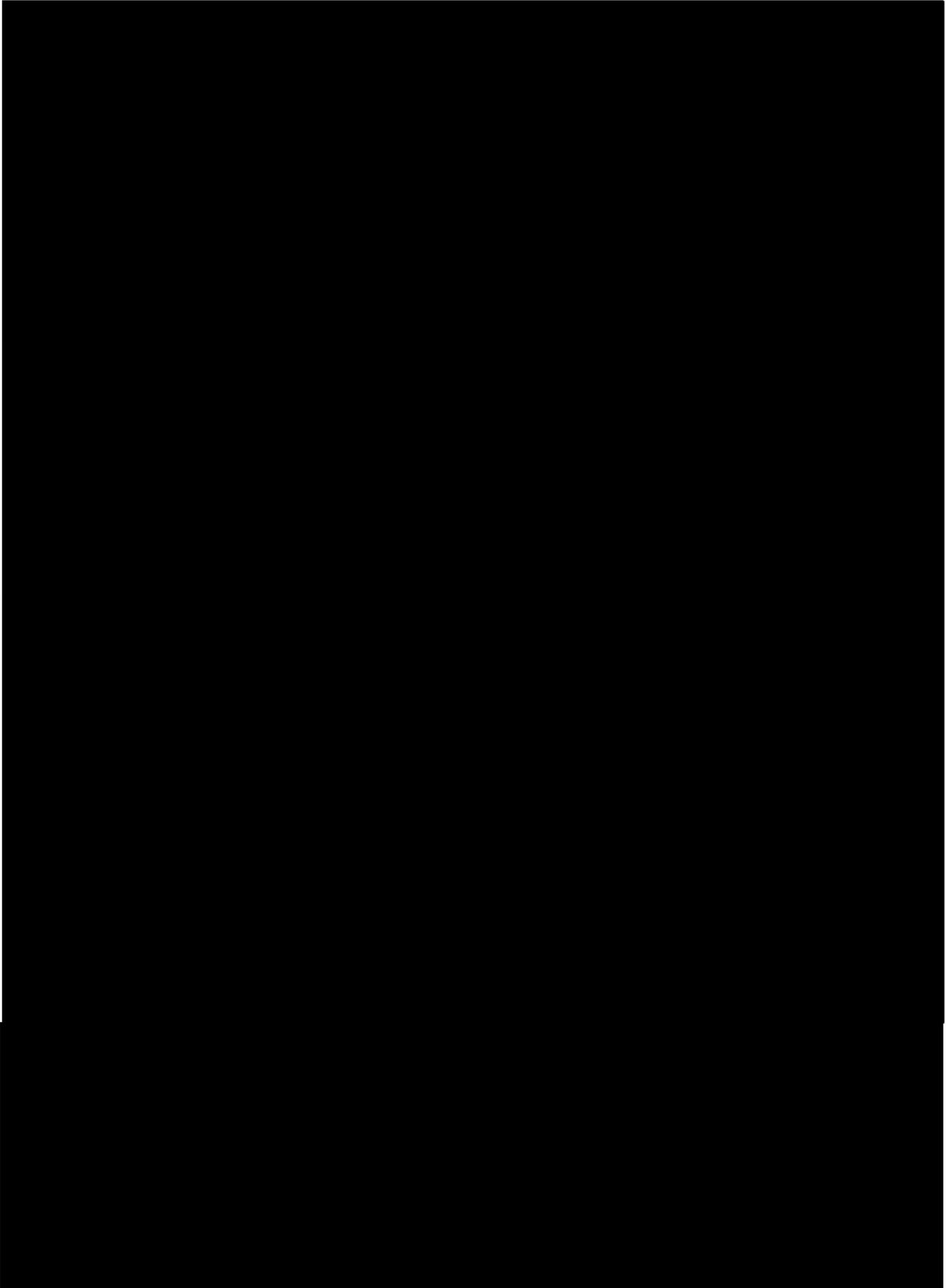
13.1. Save as expressly permitted by Clause 13.2, the Rights are personal to the Home Office and the Home Office shall not be permitted to:

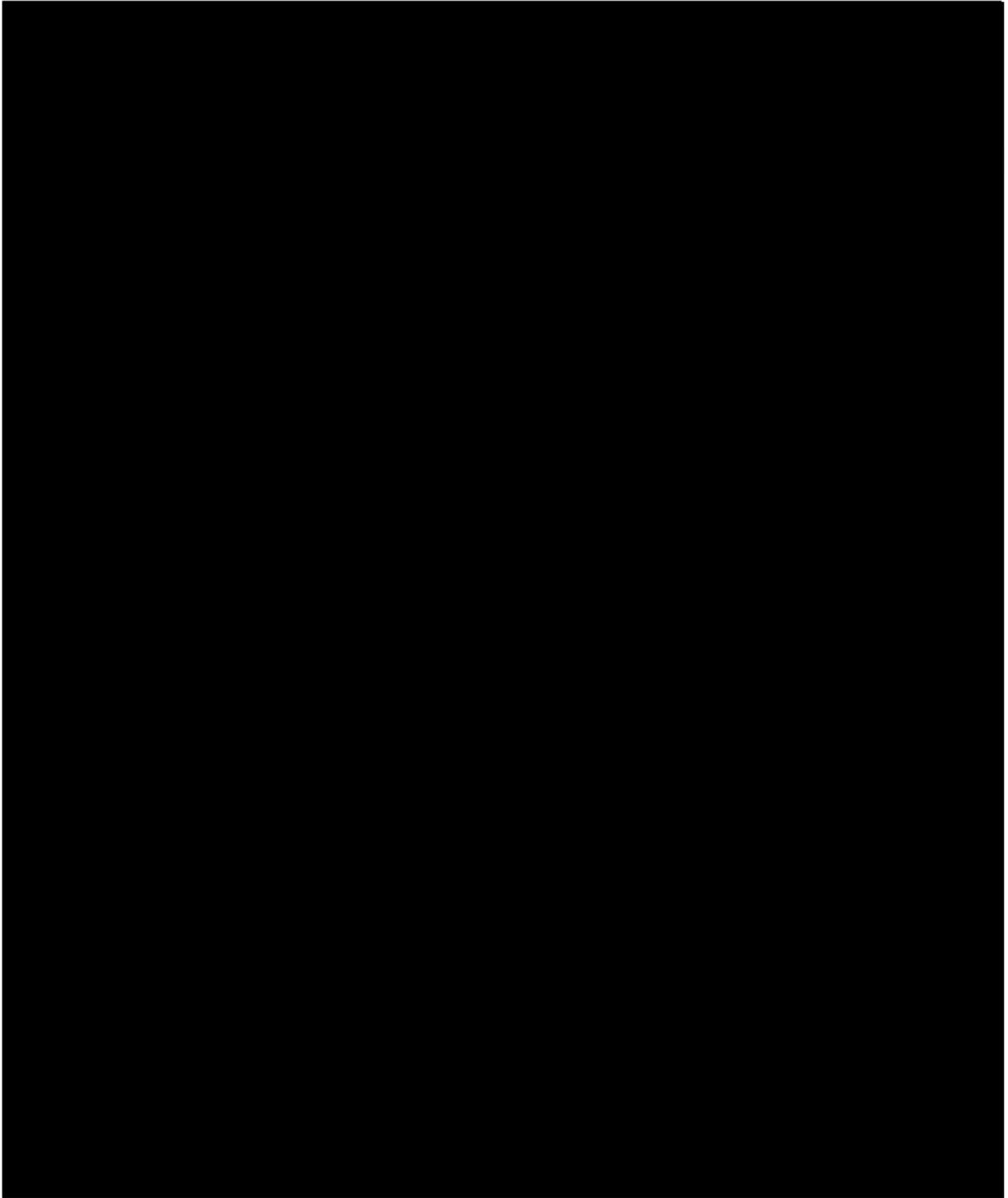












18. Security of Tenure

The Parties agree that the provisions of Sections 24 to 28 inclusive of the LTA 1954 shall be excluded in relation to any tenancy created in terms of the Supplementary Agreements granted in accordance with this Agreement.

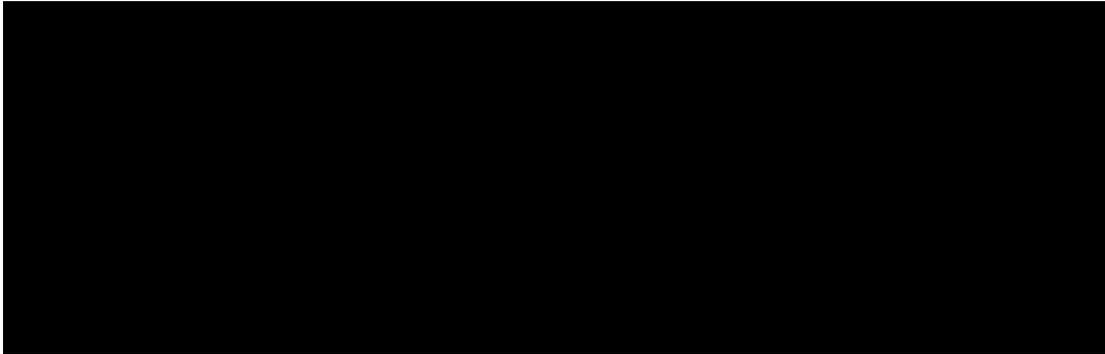
19. Service of Notice

19.1. Any notice under this Agreement shall be in writing and shall refer to this Agreement and shall be deemed to be sufficiently served if addressed to the Party and sent by:-

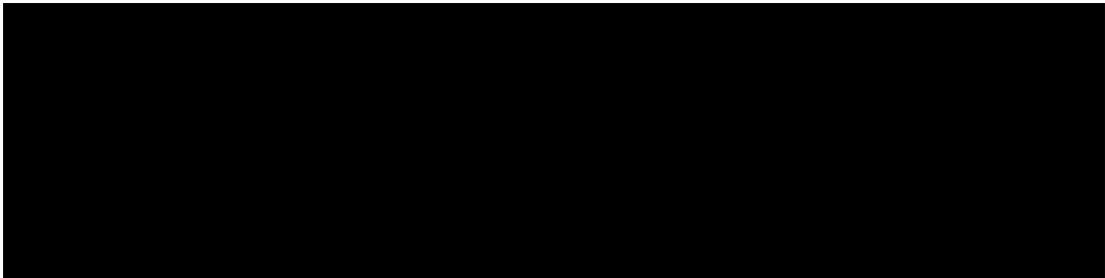
19.1.1. courier service; or

19.1.2. registered post service or by recorded delivery;

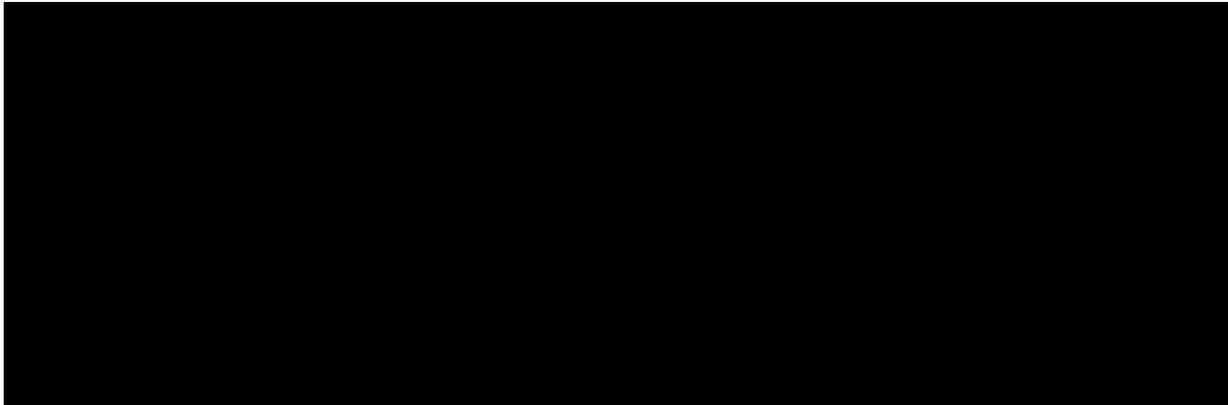
to the relevant address here following or such other address as the Party may from time to time designate by written notice to the other:-

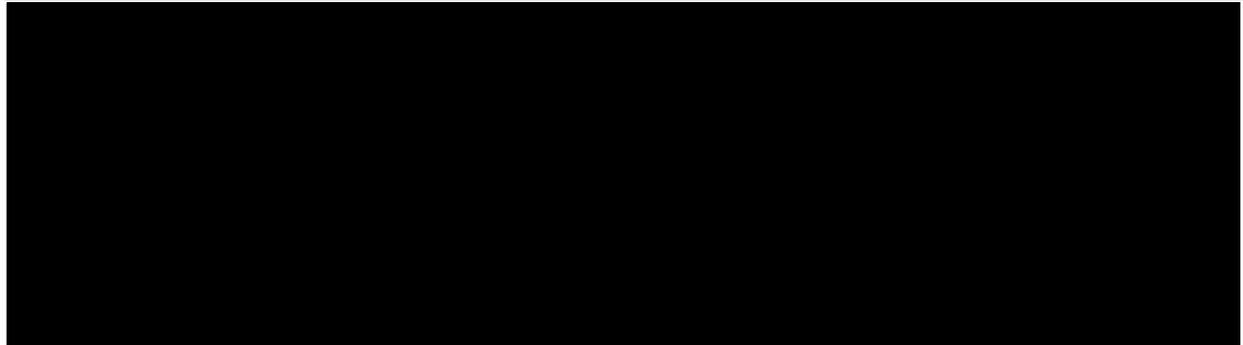
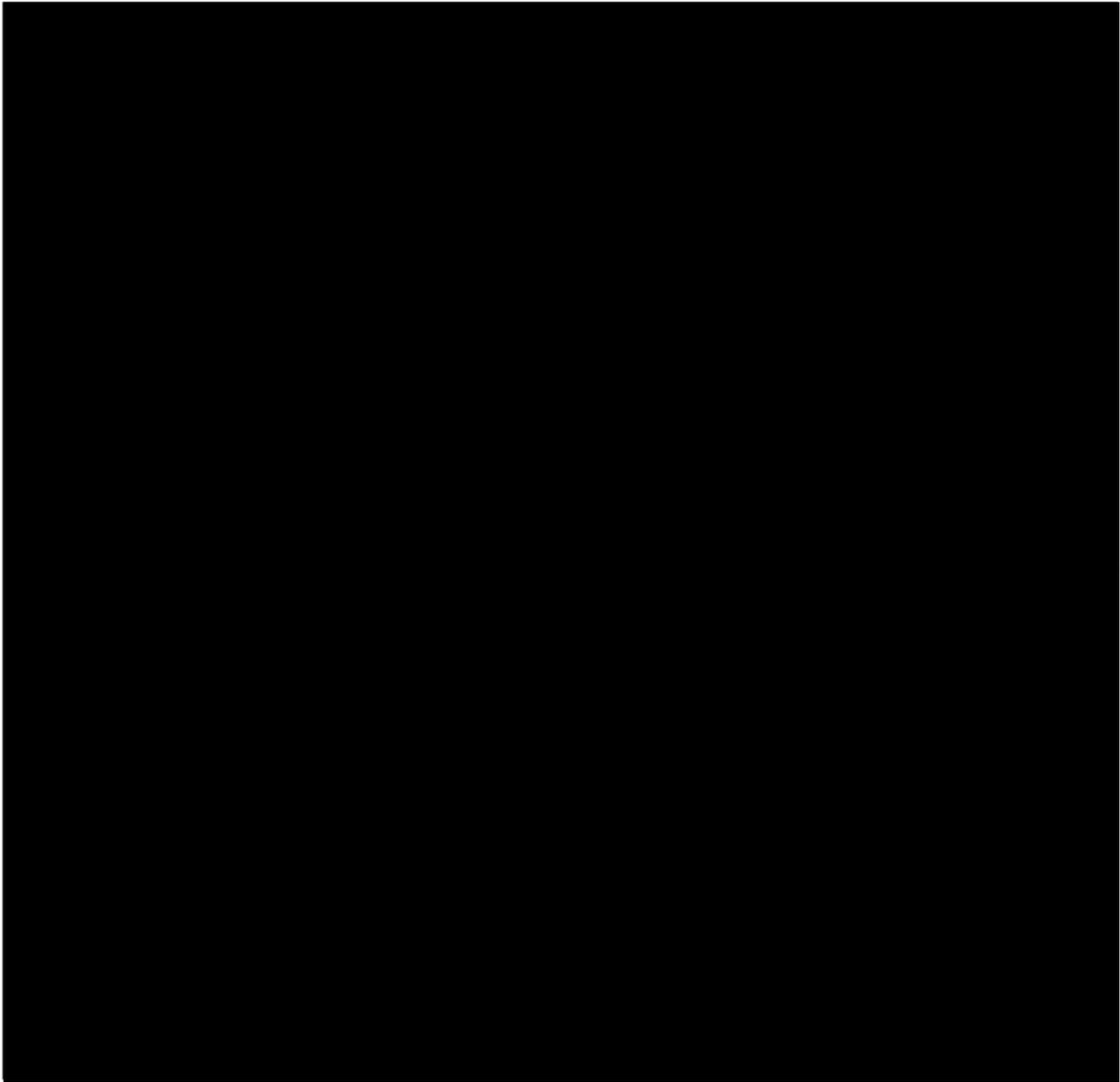


Home Office:



19.2. Any notice sent by courier service, registered post service or by recorded delivery shall be deemed (in the absence of evidence of earlier receipt) to have been delivered two days after posting, exclusive of the day of posting.





22. Agreement to Continue in Full Force and Effect

This Agreement and the Supplementary Agreements shall not be terminated by reason of any damage to or destruction (howsoever caused) of any Installation or

any part thereof but shall nevertheless remain in full force and effect notwithstanding any rule of law to the contrary.

23. Confidentiality & Freedom of Information

Each Party hereto undertakes to the other that it shall treat and procure that its directors, officers and employees and contractors treat as confidential all information relating to the business of the other Parties of which it becomes aware as a result of this Agreement [REDACTED].

24. Entire Agreement

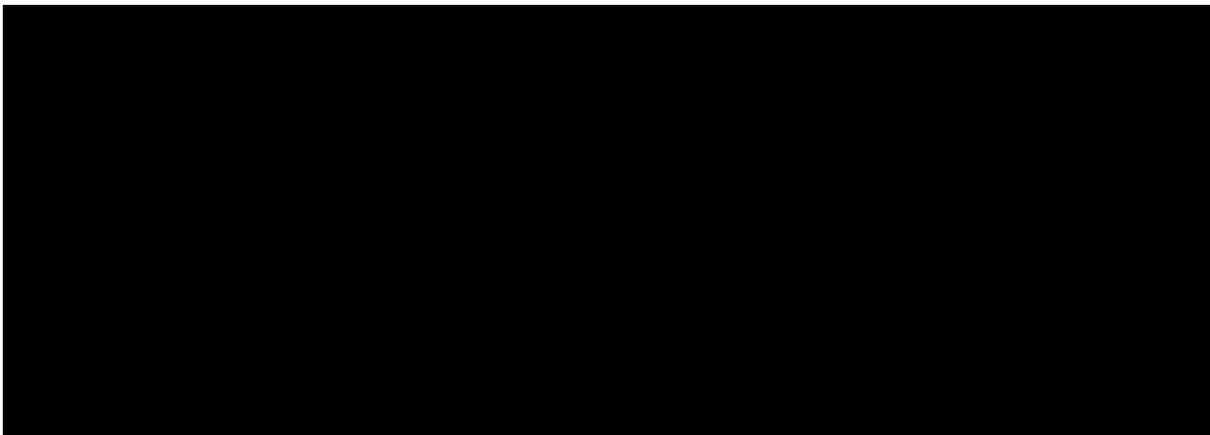
This Agreement, and the Supplementary Agreements constitute the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understanding or arrangements between them relating to the subject matter of this Agreement and not referred to in this Agreement. Neither Party shall be entitled to rely on any prior agreement, understanding or arrangement which is not expressly contained in this Agreement and the Supplementary Agreements. Nothing in this Agreement shall constitute a partnership, joint venture, or agency between the Parties and no Party shall purport to bind or contract on the other's behalf.

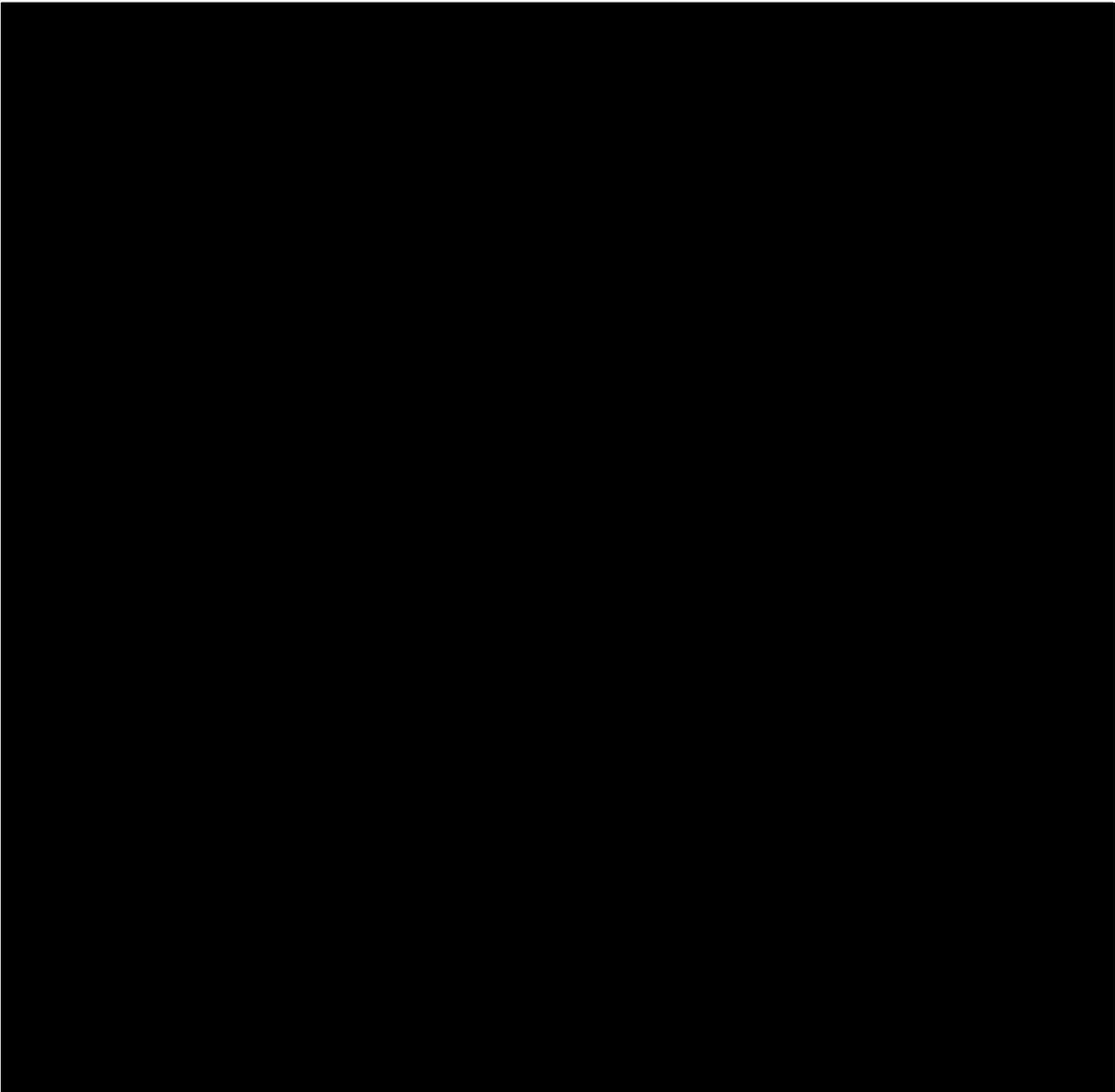
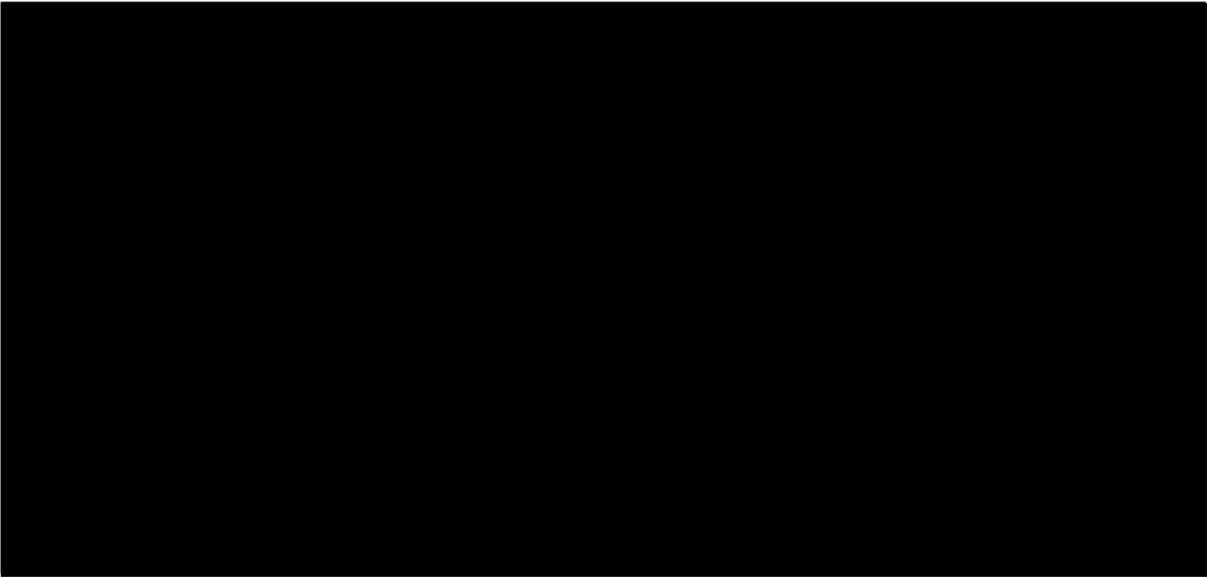
25. Execution of Agreements

This Agreement and any Supplementary Agreement shall be signed in duplicate and each signed Supplementary Agreement shall be annexed to this Agreement and the Parties shall each be responsible for their own expenses in connection with the preparation and execution of this Agreement and any Supplementary Agreement.

26. Rights of Third Parties

This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a Party to it, under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.

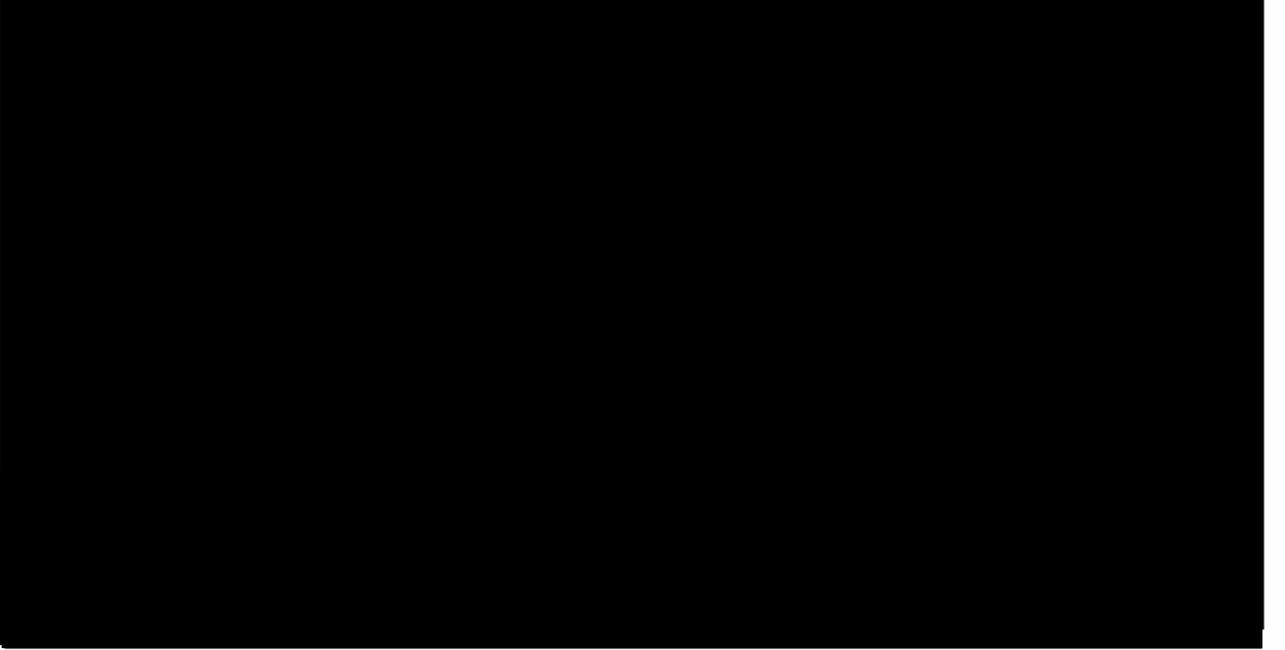






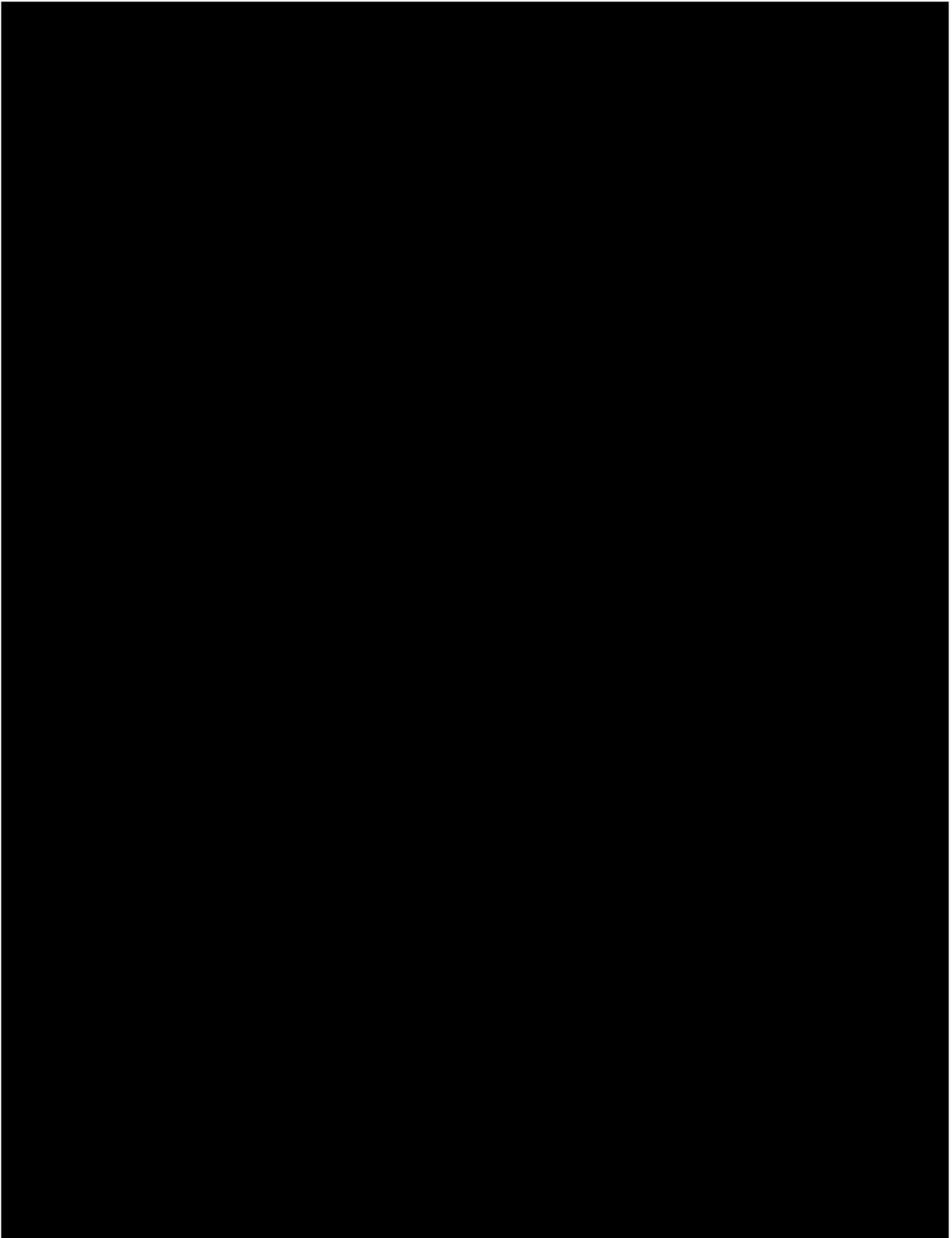
29. Severability

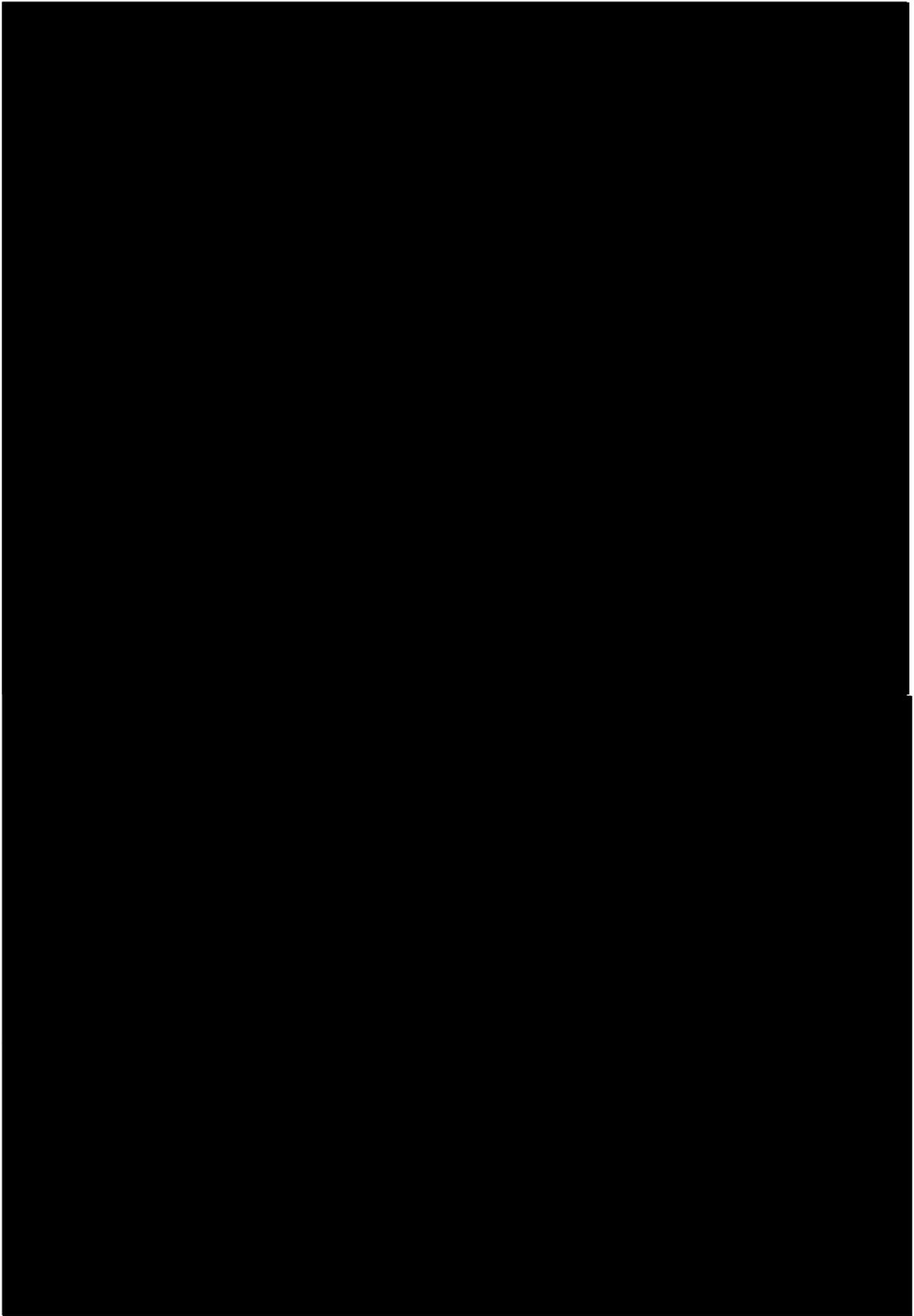
Each provision of this Agreement shall be construed separately and (save as otherwise expressly provided herein) none of the provisions hereof shall limit or govern the extent, application or construction of any of them and notwithstanding that any provision of this Agreement or any Supplementary Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement and any Supplementary Agreement shall continue in full force and effect.

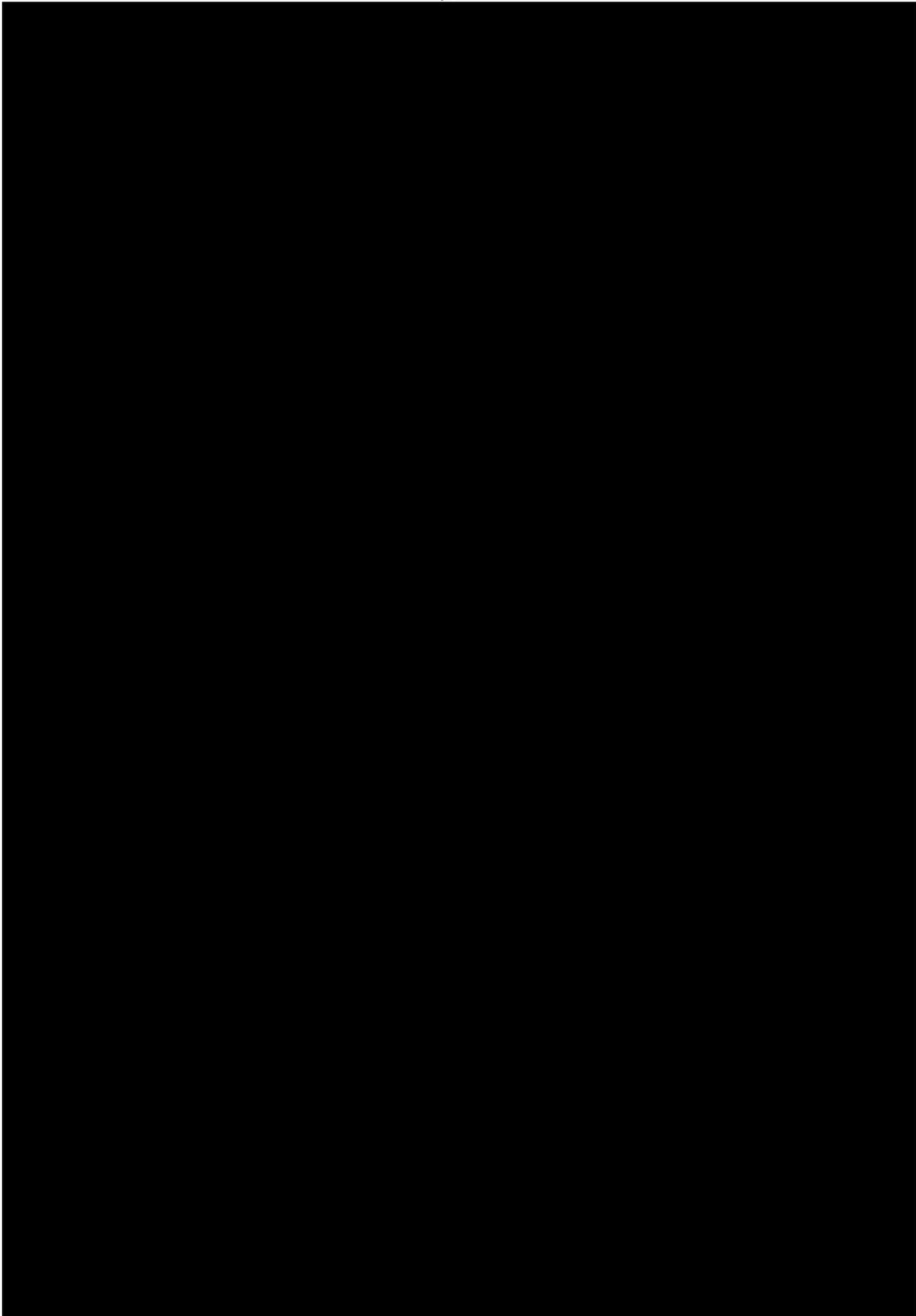


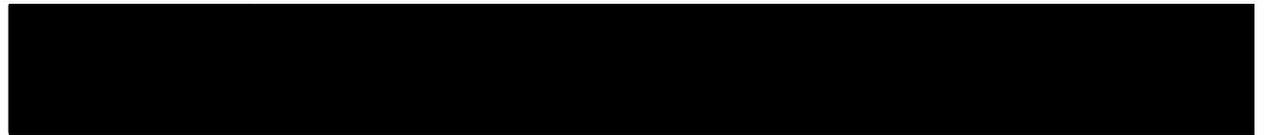
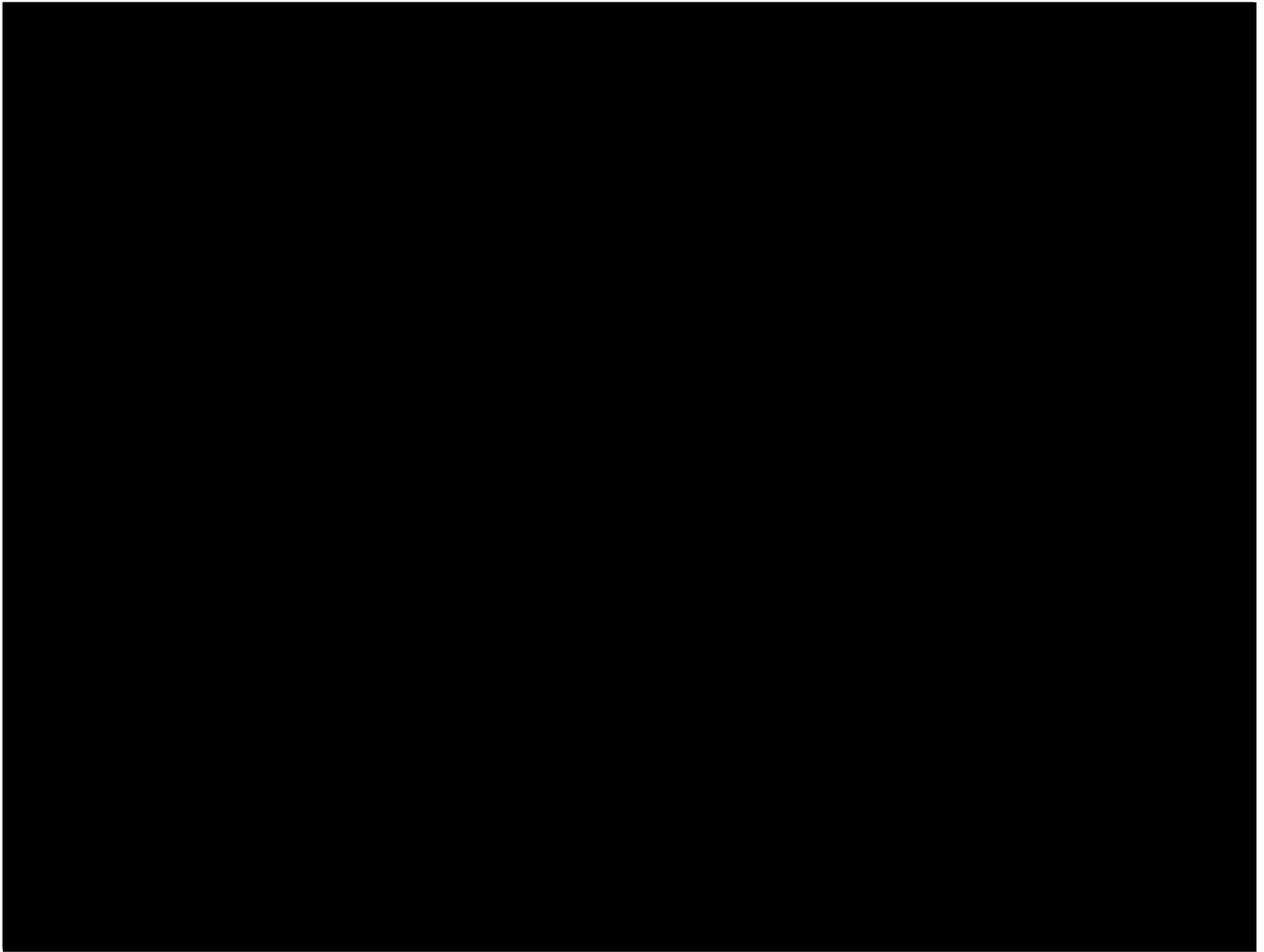
31. Jurisdiction

- 31.1. This Agreement, the relationship between the Parties hereunder and the Supplementary Agreements shall be interpreted in accordance with the laws of England and Wales and for these purposes the Parties submit to the exclusive jurisdiction of the English Courts PROVIDED in the case of any dispute affecting an Installation or Installations located in Scotland, shall, insofar as applying to that or those Installations, be interpreted in accordance with the law of Scotland and the Scottish Courts will have exclusive jurisdiction in respect of any such matter or any Supplementary Agreement affecting an Installation or Installations located in Northern Ireland shall, insofar as applying to that or those Installations, be interpreted in accordance with the law of Northern Ireland and the Northern Irish Courts will have exclusive jurisdiction in respect of any such matter.
- 31.2. Save where **Clause 31.1** applies, the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of this Agreement, any Supplementary Agreement or otherwise arising in connection with this Agreement or any Supplementary Agreement in the event that the disputes in question affects Installations in more than one jurisdiction.
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The preceding ● pages, together with the Schedule annexed, are signed by the Parties on the date first above written as follows:-

This is the Schedule referred to in the foregoing Master Infrastructure Sharing Agreement between WIG and the Home Office

Part 1 of the Schedule

Supplementary Agreement

This SUPPLEMENTARY AGREEMENT is made on the day of

Between

- (1) THE WIRELESS INFRASTRUCTURE COMPANY LIMITED, registered under Company Registration Number 03307001 and whose Registered Office is situated at Level 13, The Broadgate Tower, Primrose Street, London EC2A 2EW and THE WIRELESS ASSET COMPANY LIMITED, registered under company Registration Number 05803392 whose Registered Office is situated at Level 13, The Broadgate Tower, Primrose Street, London EC2A 2EW and TELECOMMUNICATIONS WIRELESS AND INFRASTRUCTURE SERVICES LIMITED registered under company Registration Number 06521963 and whose Registered Office is situated at Level 13, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW ("WIG"); and
- (2) THE SECRETARY OF STATE FOR THE HOME DEPARTMENT, whose Registered Office is situated at 2 Marsham Street, London SW1P 4DF ("the Customer")

and is a Supplementary Agreement referred to for the purposes of the Master Site Sharing Agreement between the Parties dated [] and the provisions of the Master Site Sharing Agreement shall be deemed to be incorporated herein.

Site Name:

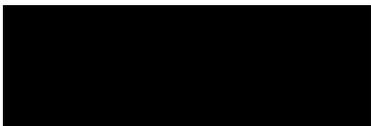
[] ID no:

Site Location:

OS National Grid Ref:

Access Routes as shown coloured Yellow on the drawing no.

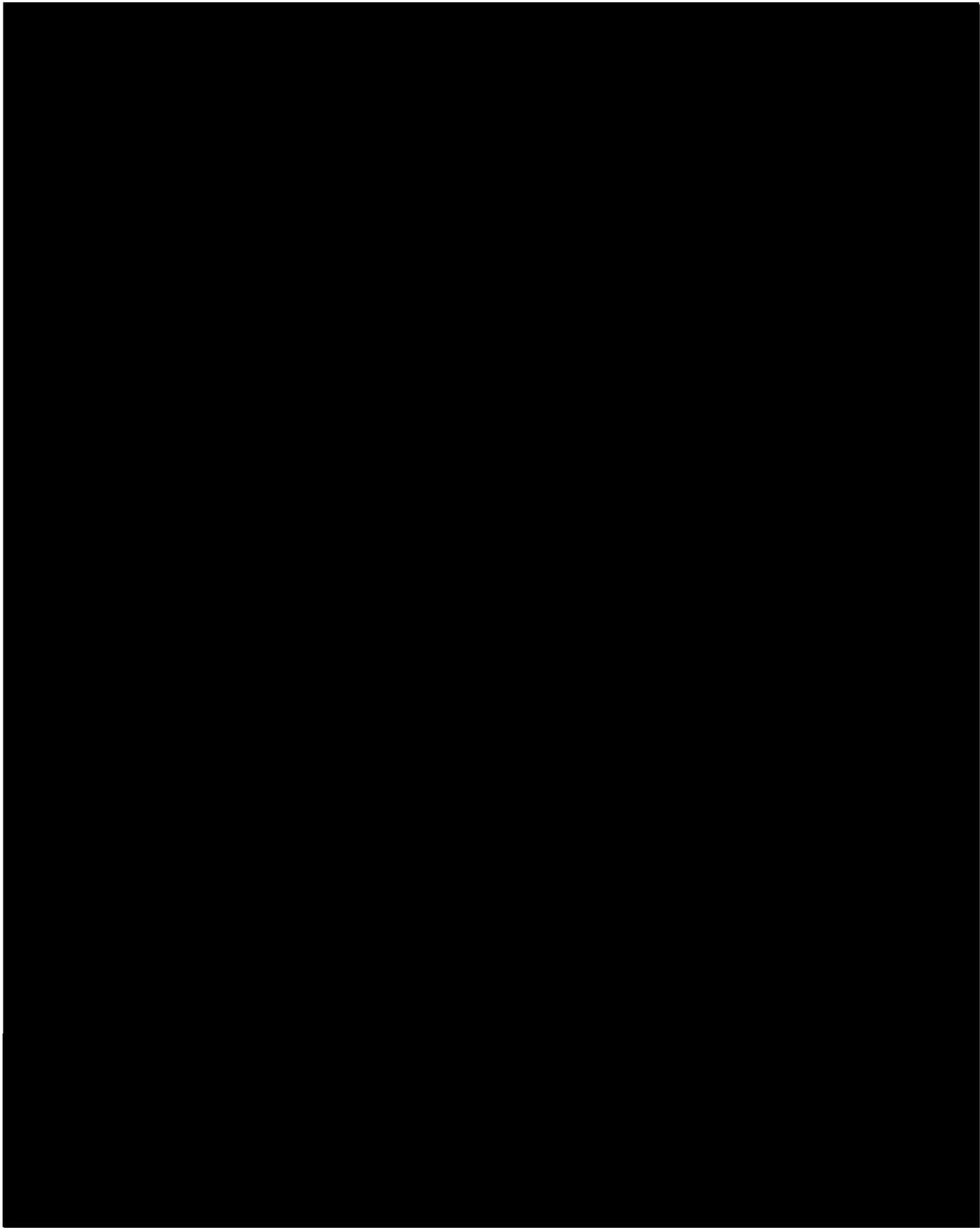
Term Commencement Date:

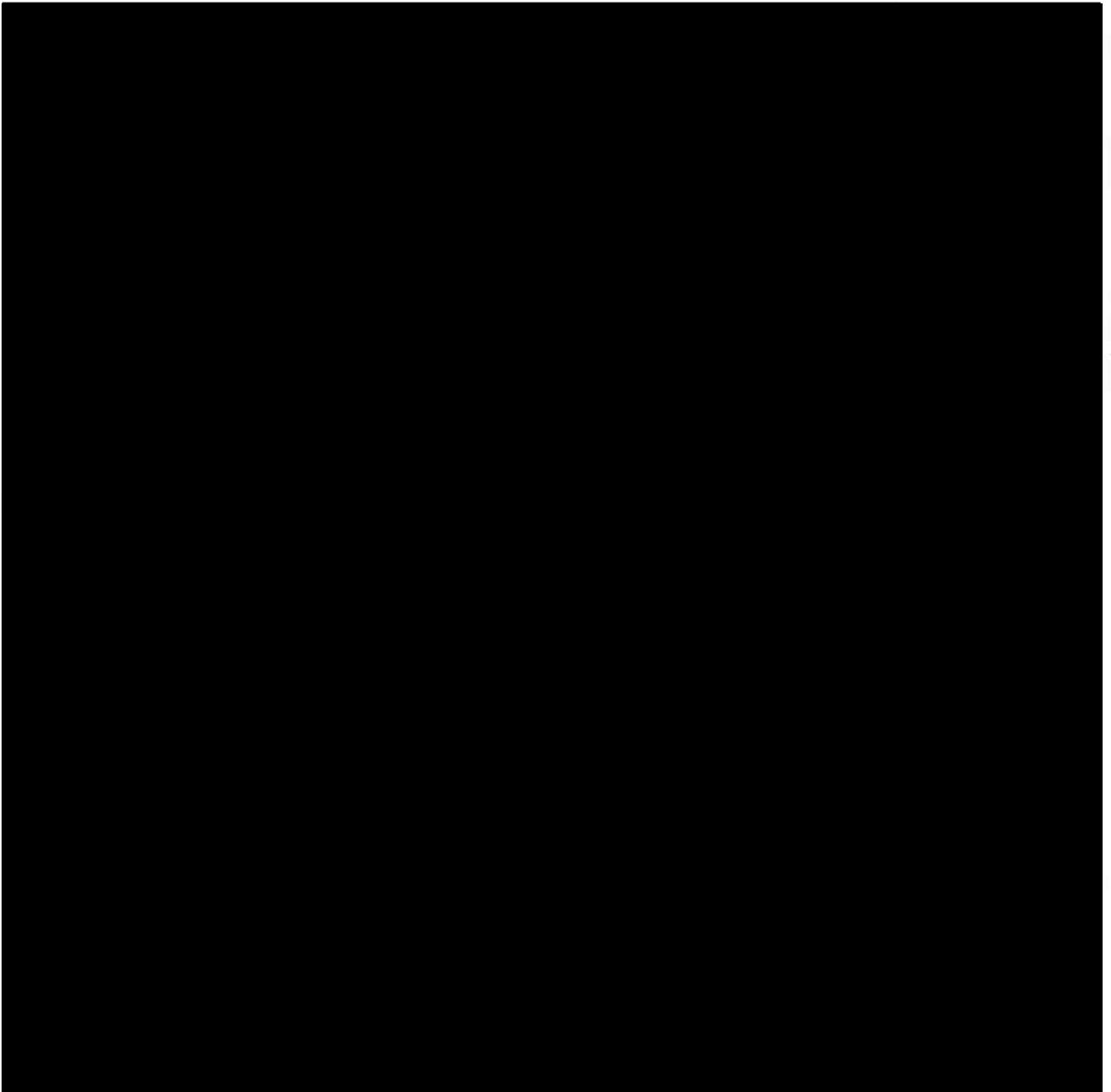


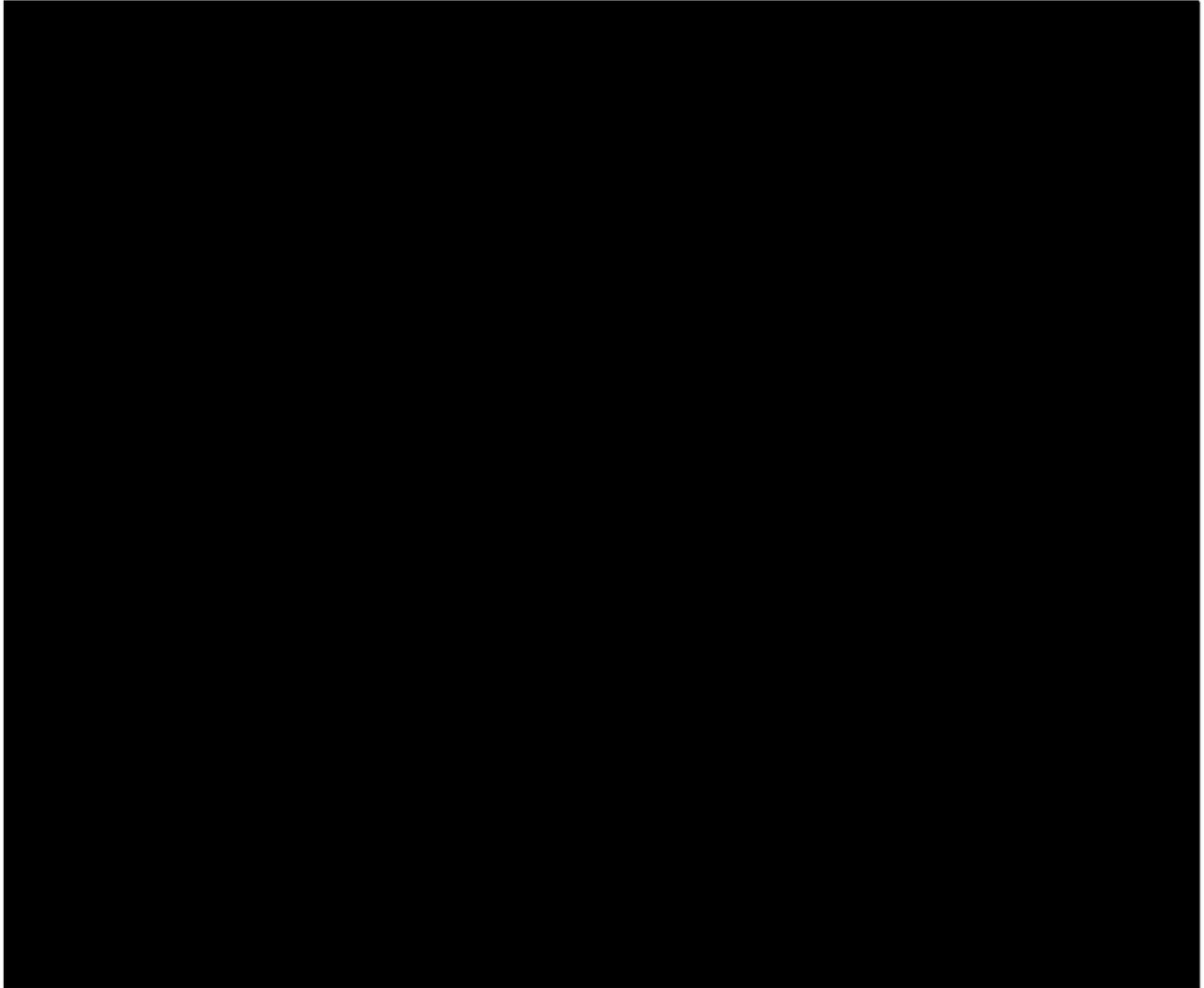


Initial Expiry Date:

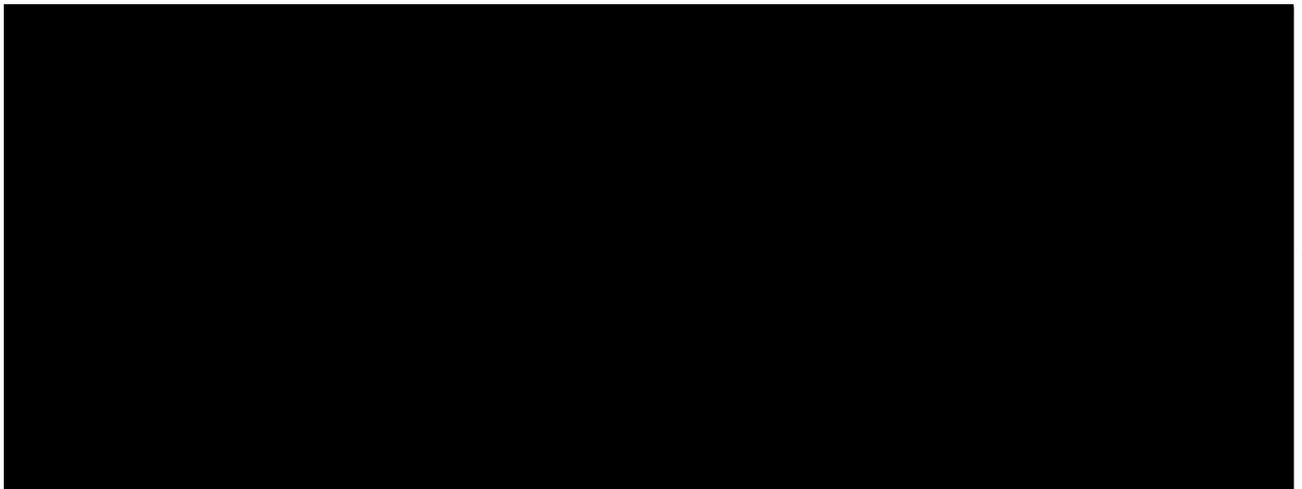
Any Special Conditions:

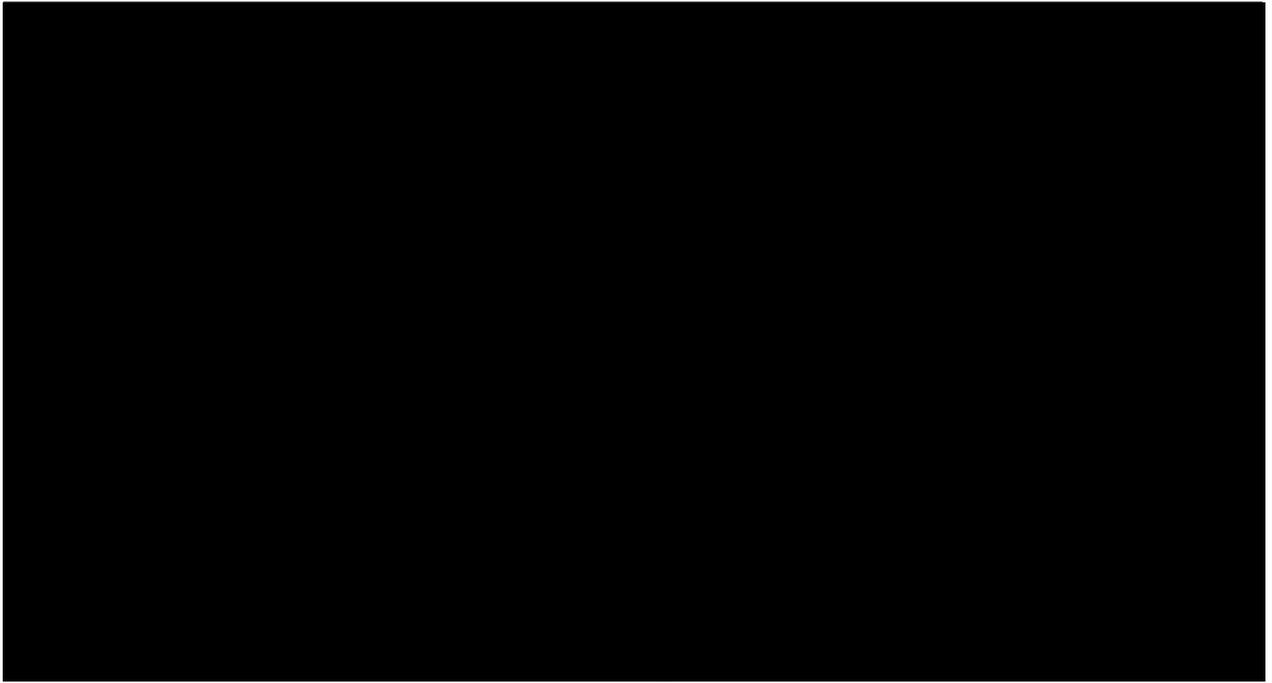






This document has been executed by the Parties and is delivered and takes effect on the date stated at the beginning of it.

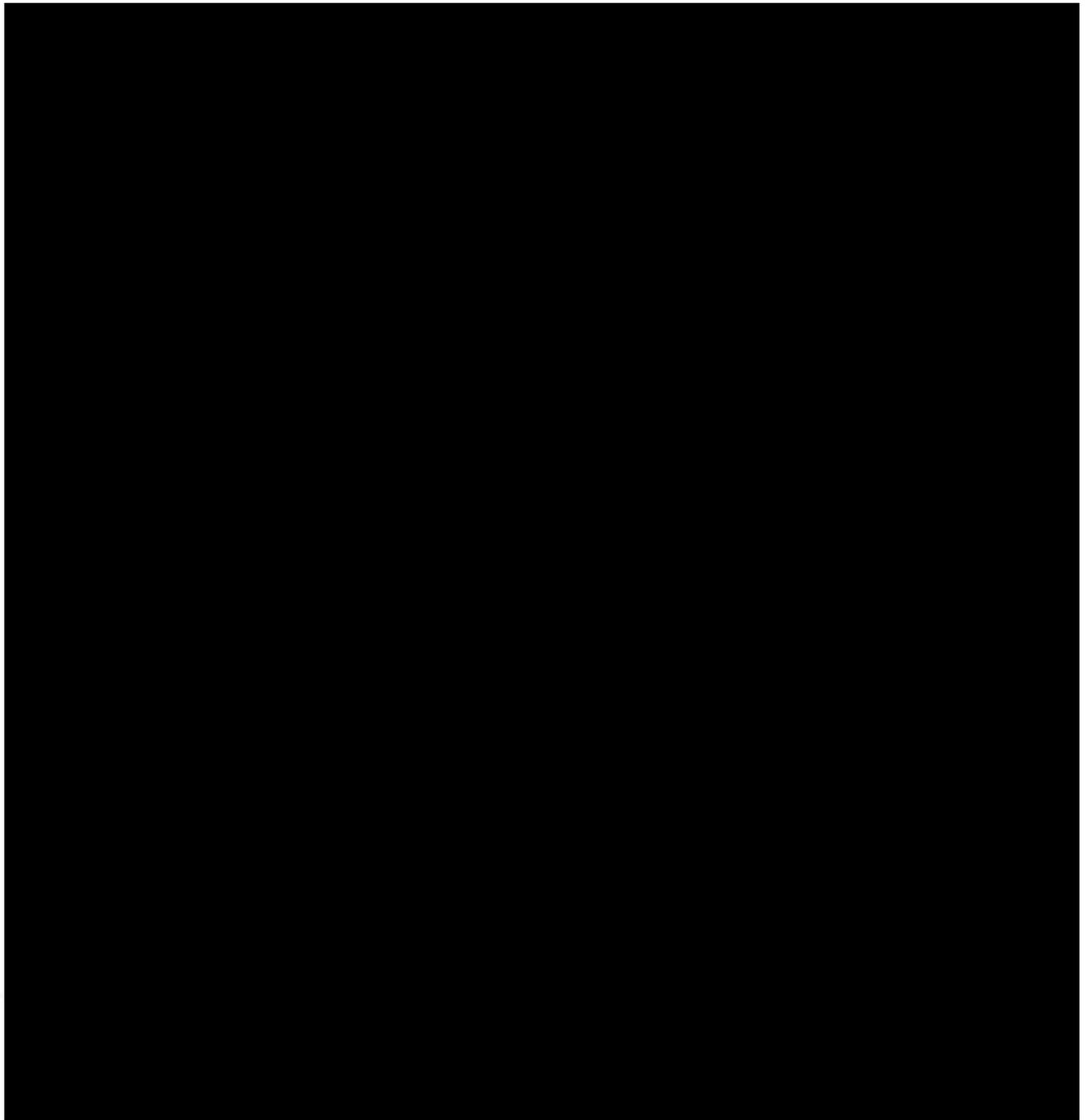




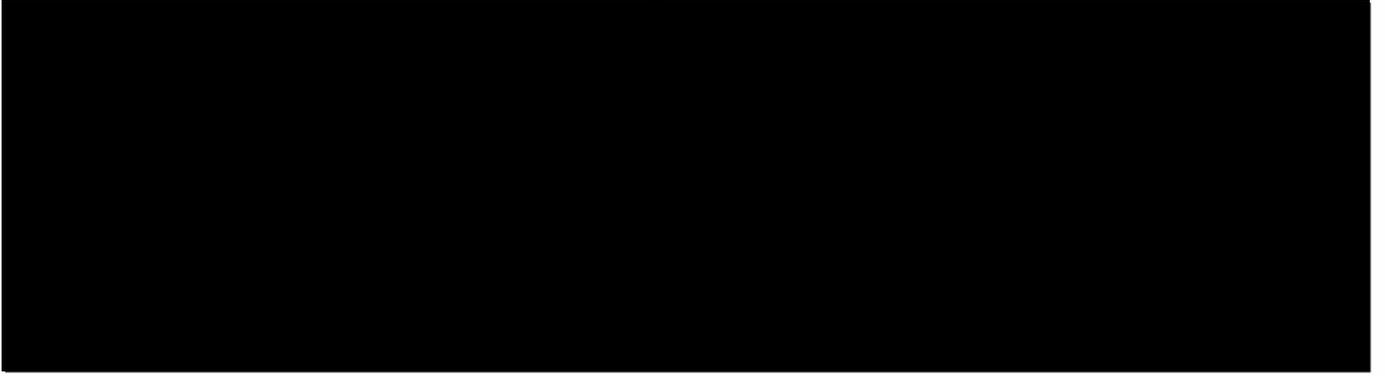
Part 2 of the Schedule**WIG Companies**

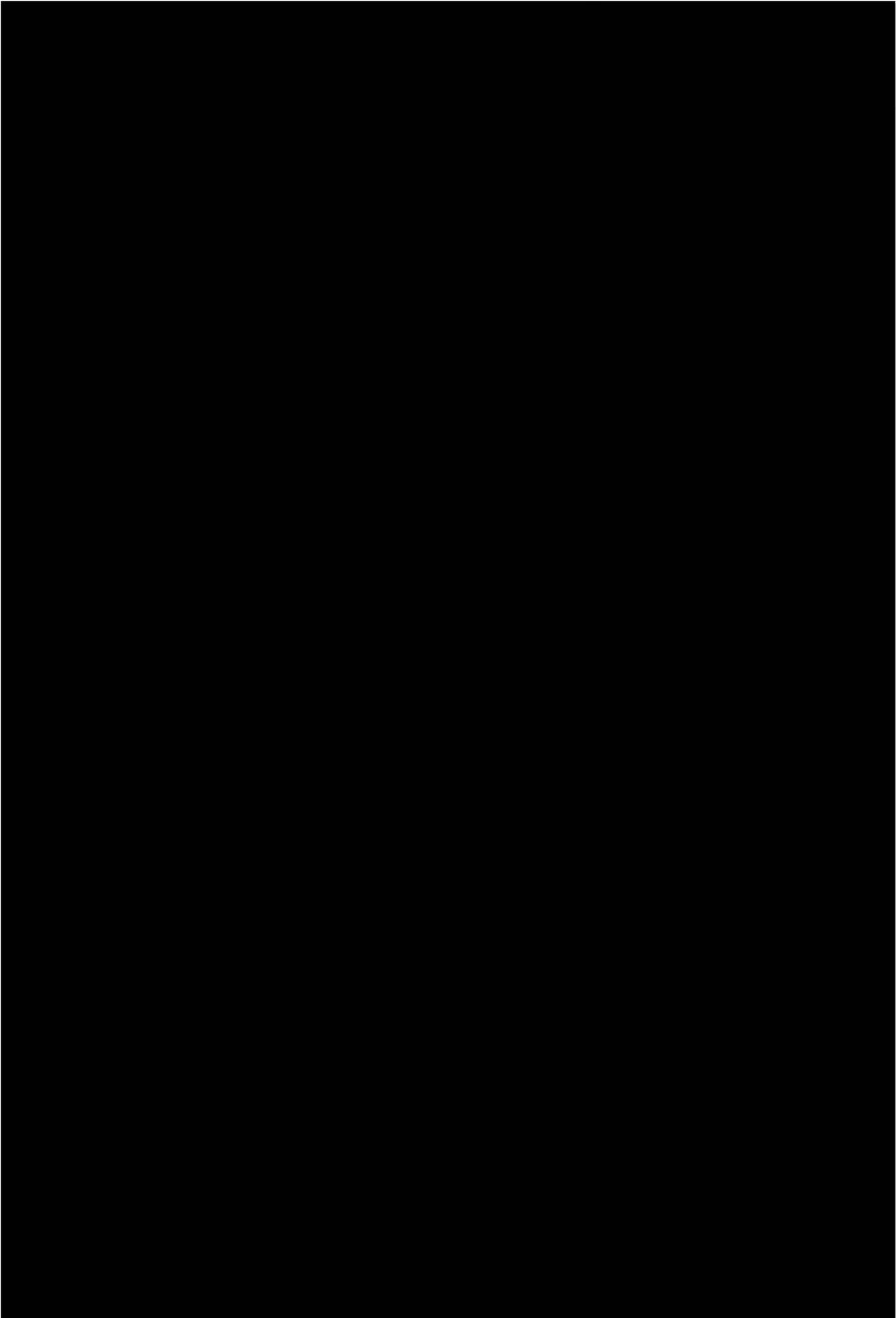
1. The Wireless Infrastructure Company Limited, a company incorporated and registered in England and Wales with company number 03307001 whose registered office is at Level 13, Broadgate Tower, Primrose Street, London, EC2A 2EW.
2. The Wireless Development Company Limited, a company incorporated and registered in England and Wales with company number 03078180 whose registered office is at Level 13, Broadgate Tower, Primrose Street, London, EC2A 2EW.
3. Telecommunications Wireless & Infrastructure Services Limited, a company incorporated and registered in England and Wales with company number 06521963 whose registered office is at Level 13, Broadgate Tower, Primrose Street, London, EC2A 2EW.
4. The Wireless Asset Company Limited, a company incorporated and registered in England and Wales with company number 05803392 whose registered office is at Level 13, Broadgate Tower, Primrose Street, London, EC2A 2EW.

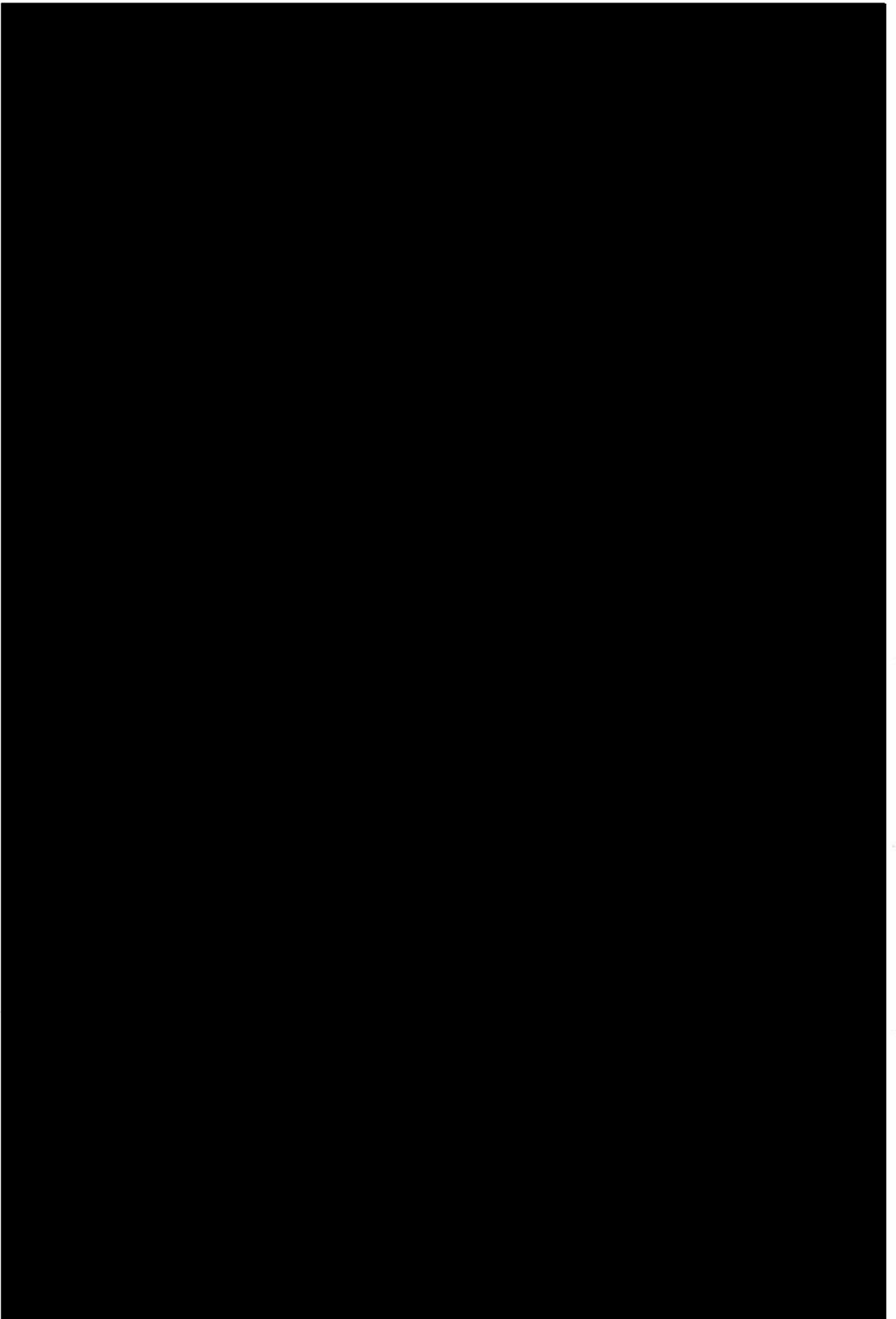


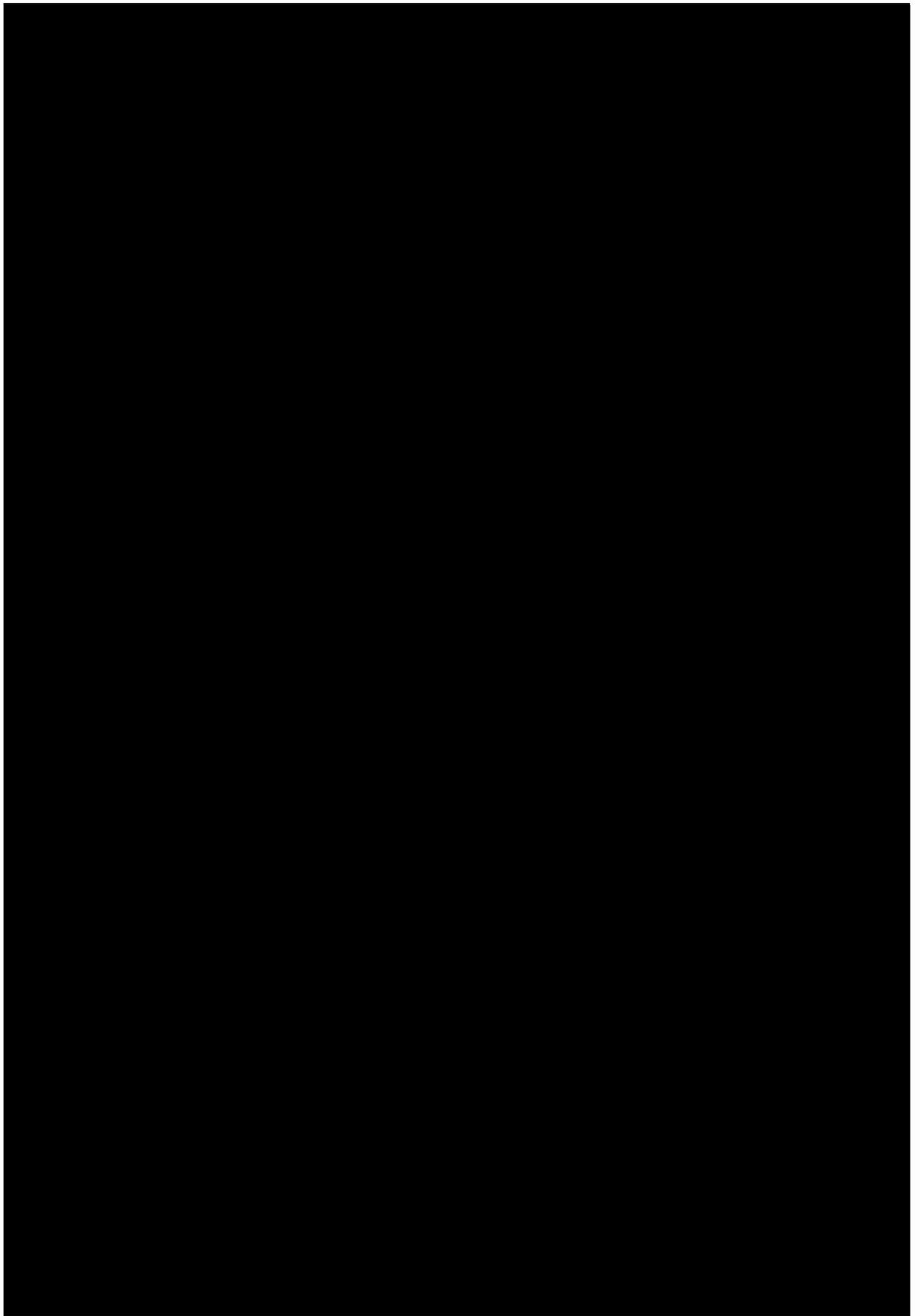


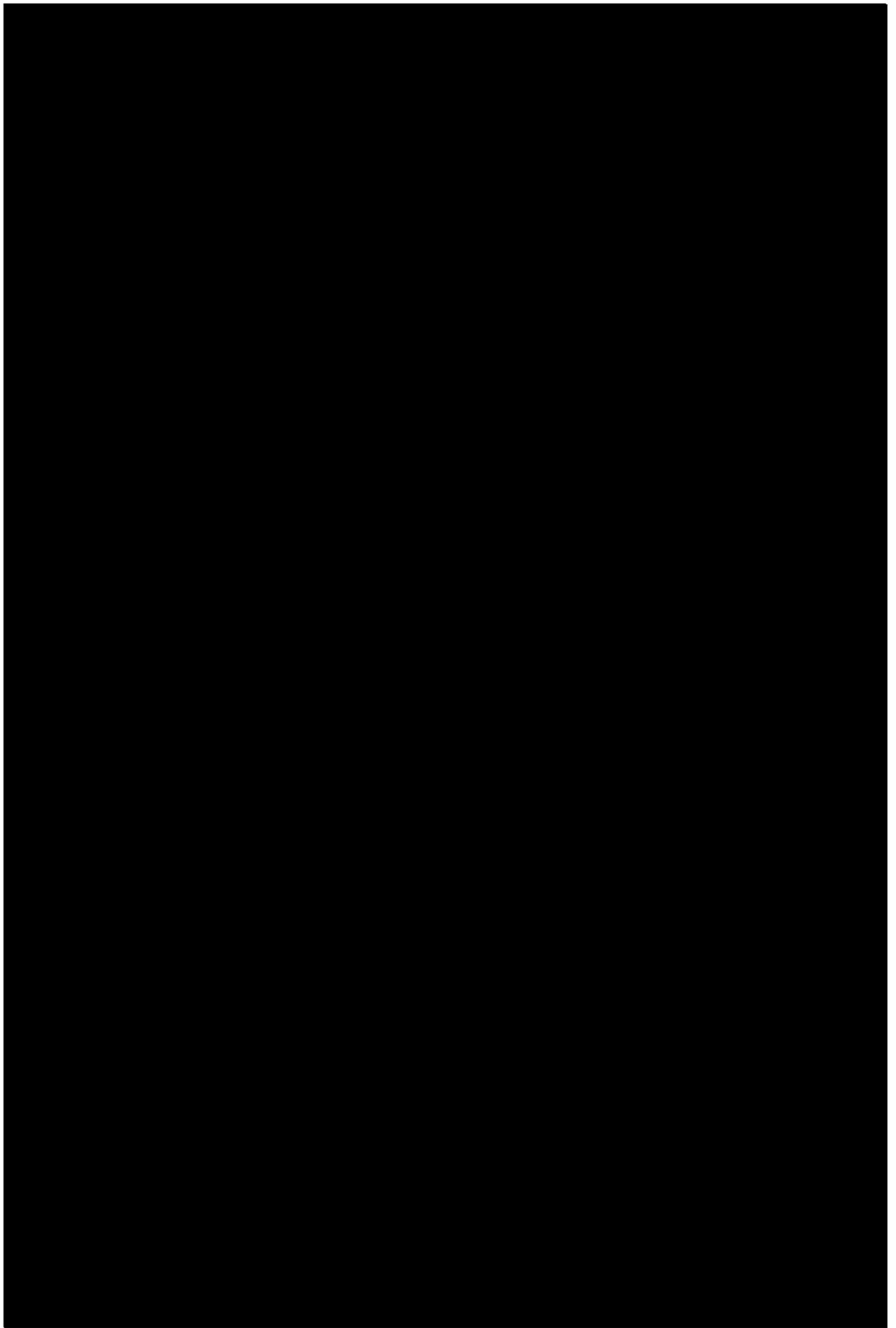
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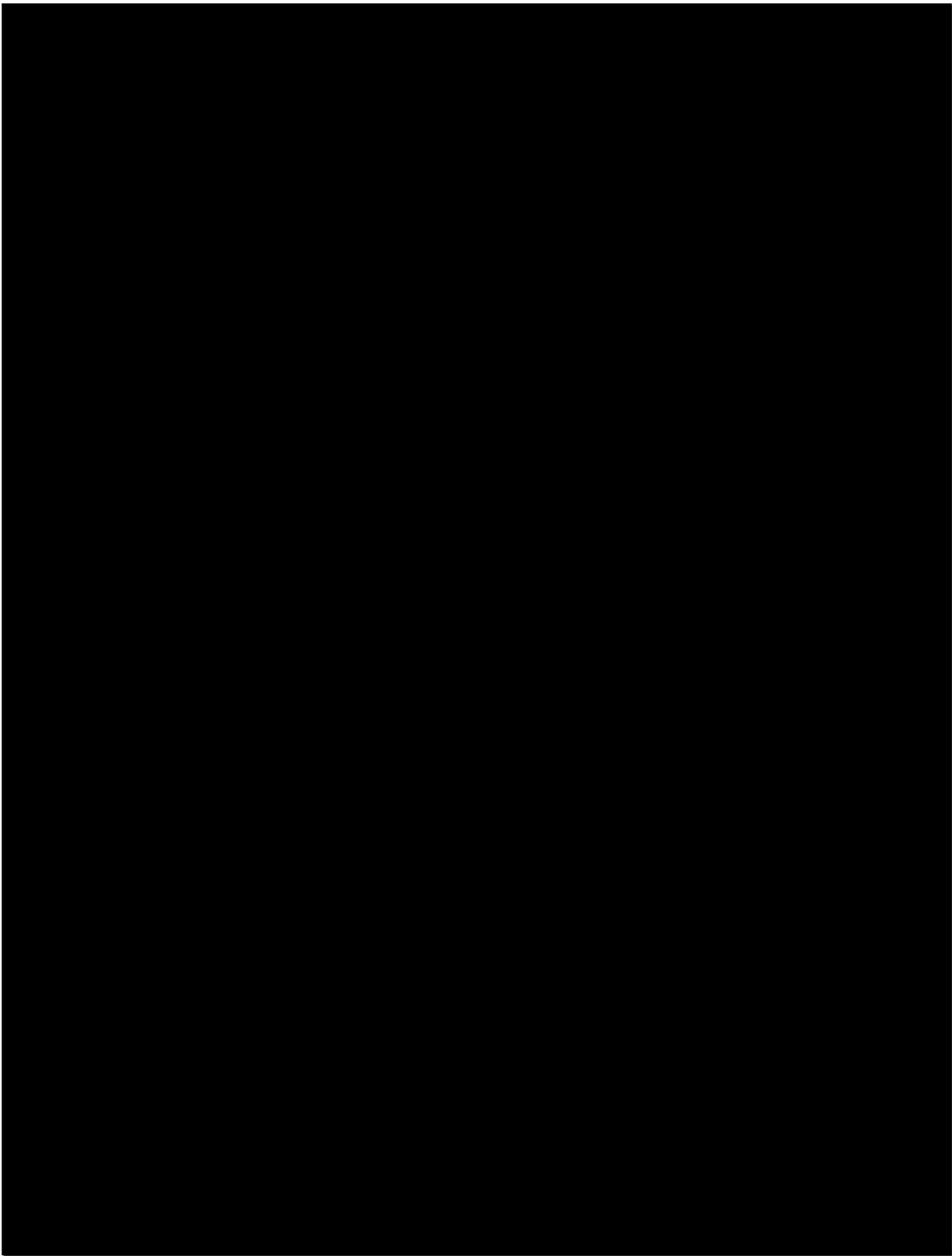


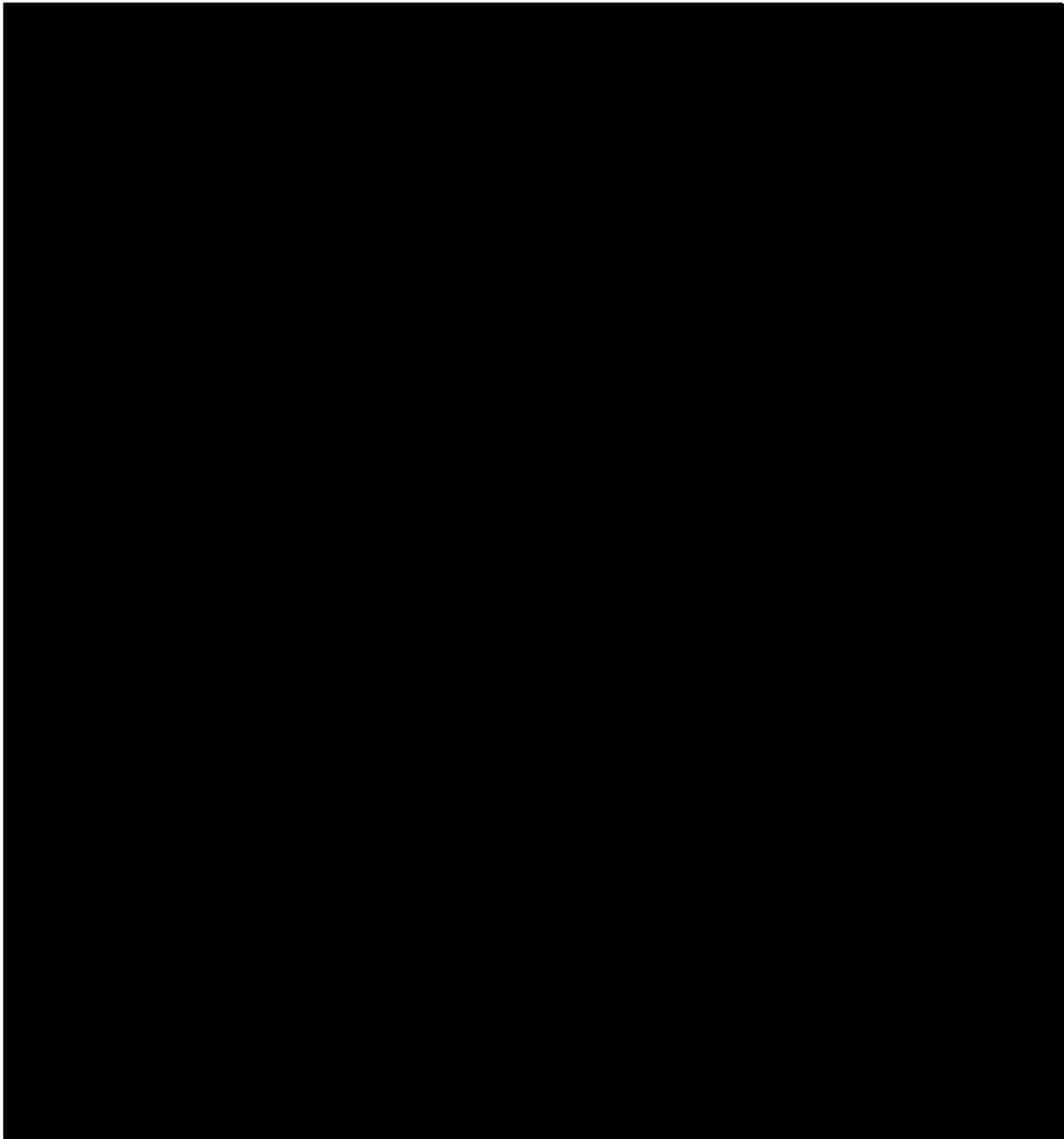






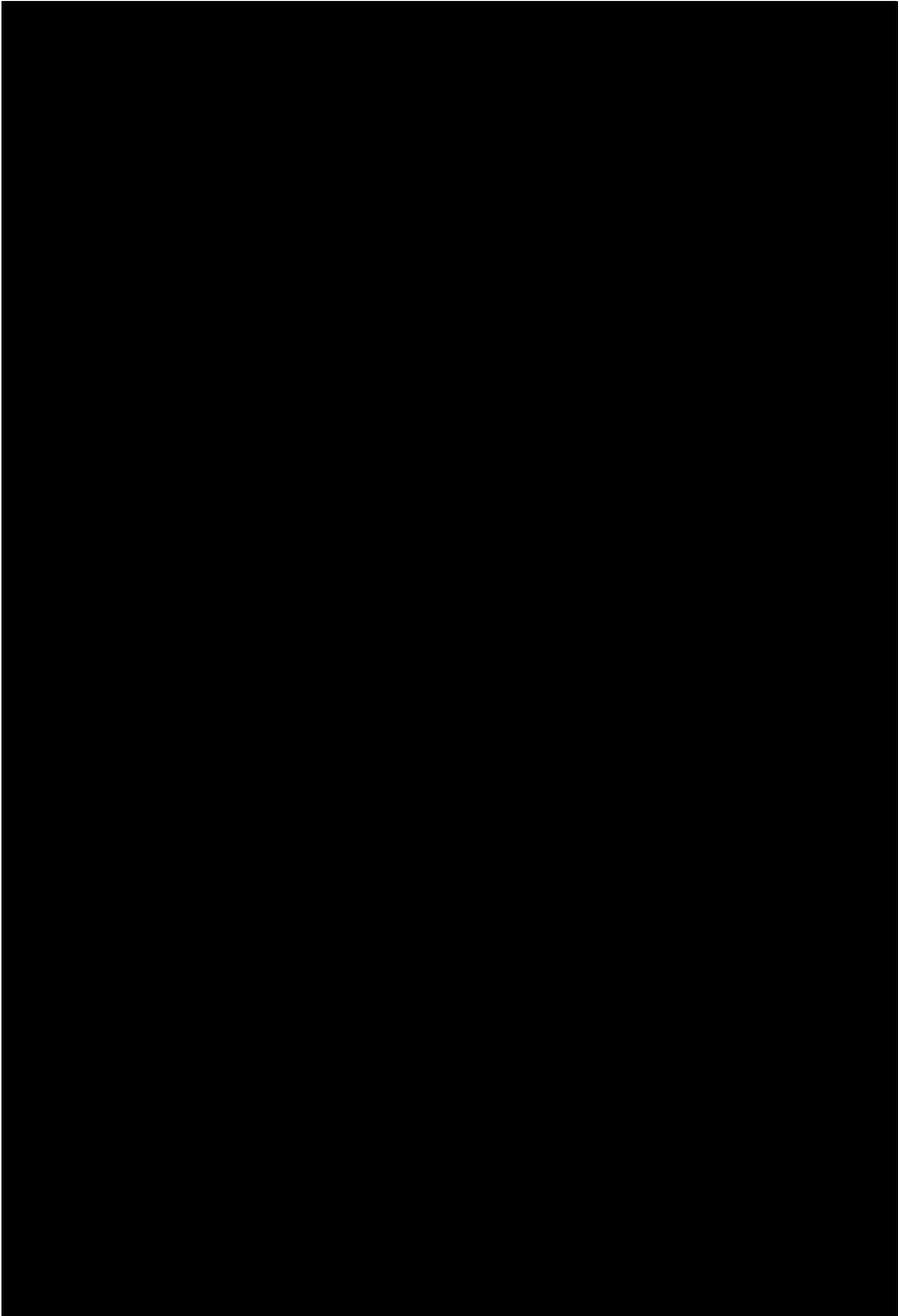








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EXECUTION

THIS AGREEMENT has been entered into by the Parties on the date of signature which shall be the Effective Date of this Agreement.

