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Schedule 8.5 – ESMCP Mobile Services Agreement

Exit Management

Version 1.0

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CHANGE HISTORY

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1 Definitions

- 1.1 In construing this Schedule 8.5 (Exit Management), unless otherwise expressly specified in this Schedule terms defined and used in Schedule 1 (Definitions) will have the same meaning in this Schedule.

2 Register and Configuration Database

- 2.1 The Supplier shall maintain:

- (a) the ESN Radio Site List in accordance with Annex 6;
- (b) an accurate and complete register (to be accessible electronically by the Authority's nominees) which shall include details of any Assets, (including any Assets which are Intellectual Property Rights) including details of:
 - (i) make, model and Asset identification number (if any);
 - (ii) ownership and status as either Transferable Assets, Commercial Use Assets or Non-transferable Assets;
 - (iii) Net Book Value;
 - (iv) condition, maintenance history and physical location including which those assets relate to;
 - (v) use (including technical specifications); and
 - (vi) Sub-contracts and any other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) which the Supplier requires for the performance of the Services which shall include details of the following:
 - (aa) a description of the Sub-contract and type (licence, Software licence, Third Party Software licence, other agreement such as lease for Asset), date and term and any option periods;
 - (bb) the identity of the Sub-contractor and all other contracting parties;
 - (cc) key terms of the Contracts (including charges, termination, assignment and novation);
 - (dd) whether the Sub-contractor is designated as Key Sub-contractor; and
 - (ee) whether the Sub-contract is a Transferable Contract or a Non-transferable Contract,

("Register") and the current version of the Register is in Annex 2 to this Schedule

8.5; and

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- (c) configuration database (to be accessible electronically by the Authority's nominees) detailing:
- (i) the Supplier's and all Key Sub-contractor's technical infrastructure and operating procedures; and
 - (ii) the Supplier's and all Key Sub-contractor's information, communications and technology infrastructure (including all hardware, software and systems architecture),

through which the Supplier provides the Services, in sufficient detail to enable the Authority and/or the Replacement Supplier to:

- (i) acquire technical understanding of how the Supplier and each such Sub-contractor provides the Services;
- (ii) perform the Services; and
- (iii) enable the smooth transition of the Services with the minimum of disruption to the Authority or Replacement Supplier

(the "**Configuration Database**") and the current version of the Configuration Database is in Annex 3 to this Schedule 8.5.

- 2.2 To the extent that there are any items identified or to be identified in the Register and/or Configuration Base which comprise Assets, contracts or licenses that are owned by, or licensed by a third party to, the Supplier's shared network partner, [REDACTED], the Supplier shall, within twelve (12) months of the Effective Date update the Register and/or Configuration Database (as appropriate) to reflect this and shall keep such information up to date.
- 2.3 The Supplier shall ensure that the format of the Register and Configuration Database are detailed in the Exit Plan and shall maintain such format (or other formats as may be approved by the Authority) throughout the Term and the Termination Assistance Period.
- 2.4 The Supplier shall ensure that the Register and Configuration Database are regularly and promptly updated throughout the Term (and the Termination Assistance Period) as Assets, Sub-contractors, Sub-contracts or other relevant agreements are added to or removed, changed or amended in accordance with this Agreement.
- 2.5 The Supplier shall:
- (a) ensure that all Assets which are used for the provision of the Services are logically clearly identifiable as being so; and
 - (b) (unless otherwise agreed by the Authority in writing) procure that all licences for all Third Party Software exclusively used for the provision of Services procured for the ESN and all Sub-contracts with ESN Sub-contractors shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Suppliers upon the Supplier ceasing to provide

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the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

- 2.6 Where the Supplier is unable to procure that any Sub-contract or other agreement referred to in Paragraph 2.5(b) which the Supplier proposes to enter into after the Effective Date is assignable and/or capable of novation to the Authority (and/or its nominees) and/or any Replacement Suppliers without restriction or payment, the Supplier shall promptly notify the Authority of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Supplier seeking an alternative Sub-contractor or provider of goods or services to which the relevant agreement relates.

3 Exit Manager

- 3.1 Within three (3) months after the Effective Date, each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party (an "**Exit Manager**"). The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Schedule.
- 3.2 The Supplier shall ensure that its employees, agents and Sub-contractors agree to comply with this Schedule as though each of them is a party to it.
- 3.3 The Supplier shall ensure that it allocates and acquires sufficient resources to enable it to comply with the requirements set out in this Schedule.
- 3.4 The Parties' Exit Managers will liaise with each other in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.

4 Obligations to assist on re-tendering Services including Exit Information

- 4.1 On the reasonable written notice of the Authority to the Supplier any time during the Term and/or Termination Assistance Period (such notice being not less than ninety (90) days), the Supplier shall provide to the Authority and/or the Authorities nominated potential Replacement Suppliers (subject to the nominated potential Replacement Suppliers entering into reasonable written confidentiality undertakings with the Supplier in such form to be specified and approved by the Authority in its sole discretion provided that such terms will be, in all material respects, based on the same terms set out in Clause 20 (Confidentiality)) (or otherwise such terms as agreed between the Parties), the following material and information (in such form to be specified by the Authority) for the purpose of facilitating the Authority to prepare for or to re-tender or re-procure any or all of the Services (or preparing to do so, including by way of an invitation to tender) or to facilitate the nominated Replacement Suppliers or potential Replacement Suppliers undertaking their own due diligence in respect of the Services:

- (a) details of the Service(s);

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- (b) an up to date, complete and accurate copy of the Register and Configuration Database;
- (c) an inventory of all Authority Data in the Supplier's possession or control;
- (d) details of all Key Sub-contractors and their Sub-contracts and any Software licences, Third Party Software licences and other agreements used by the Supplier or Key Sub-contractors in the performance of the Services and the key terms (including charges, termination, assignment and novation) of those;
- (e) details of any on-going and/or threatened disputes involving the Supplier or any Sub-contractor in relation to the provision of the Services;
- (f) to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Agreement; and
- (g) such other material and information as the Authority shall reasonably request,

(collectively and together with the information set out in Paragraph 4.2, the **"Exit Information"**).

4.2 The Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information to any actual or prospective Replacement Suppliers or any third party whom the Authority is considering engaging as a supplier to the extent that such disclosure is necessary to the Authority's engagement or potential engagement of such third parties (save that the Authority may not under this Paragraph 4.2 disclose any Supplier Confidential Information which discloses the Supplier's or its Sub-contractors prices or costs unless such disclosure is otherwise expressly permitted under this Agreement).

4.3 The Supplier shall:

- (a) notify the Authority within five (5) Working Days before any material change to the Exit Information which may or be likely to adversely impact upon any potential transfer of any Services to the Authority or any Replacement Supplier or the continuance of any Services and shall consult with the Authority regarding such proposed material changes and take into consideration the Authority's comments in implementing such material change; and
- (b) provide the Authority as soon as reasonably practicable (and in any event within ten (10) Working Days after any written request from the Authority) with accurate and complete copies of the Exit Information.

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- 4.5 In supplying any Exit Information, the Supplier shall ensure that it is accurate and complete in all material respects and of sufficient detail as would be reasonably necessary to enable the Authority to perform the Services or for a Replacement Supplier to prepare an informed offer for those Services and not be or not be likely to be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate) as a result of the Exit Information.

5 Draft Exit Plan

- 5.1 The Parties acknowledge and agree that a draft exit plan has been prepared by the Supplier in accordance with, and in relation to, the Terminated Agreement (the "**Current Exit Plan**").
- 5.2 Within three (3) months after the Effective Date, the Supplier shall deliver to the Authority in writing a proposed exit plan ("**Draft Exit Plan**") which:
- (a) shall, where appropriate, be based on the Current Exit Plan;
 - (b) sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Authority and/or its Replacement Supplier on the expiry or termination of this Agreement;
 - (c) details and explains any material variances between the Draft Exit Plan and the Current Exit Plan;
 - (d) complies with the requirements set out in Paragraph 5.4;
 - (e) addresses each of the issues set out in Annex 1 and ensures that there is no disruption in the supply of the Services and no deterioration in the quality of the Services; and
 - (f) is otherwise reasonably satisfactory to the Authority.
- 5.3 The Parties shall use reasonable endeavours to agree the contents of the Draft Exit Plan. If the Parties are unable to agree the contents of the Draft Exit Plan within twenty (20) Working Days after the date that is three (3) months after the Effective Date, then the matter shall be deemed a Dispute and resolved in accordance with the Dispute Resolution Procedure.
- 5.4 The Draft Exit Plan shall set out, as a minimum:
- (a) the format for and how the Exit Information is obtained and maintained;
 - (b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall

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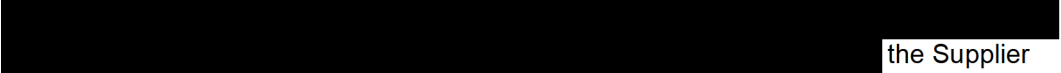
require to enable the Authority, any Replacement Supplier or its Sub-contractors to provide the Services;

- (c) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (d) the management structure to be employed during the Termination Assistance Period;
- (e) a detailed description of both the transfer and cessation processes, including a proposed timetable, applicable in the case of an Ordinary Exit and an Emergency Exit including, in each case, covering if an Exit Extension Event occurs;
- (f) how the Services will transfer to any Replacement Suppliers or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
- (g) the scope of the Termination Services that may be required by the Authority (including such of the services set out in Annex 1 as are applicable);
- (h) a timetable and critical issues for providing the Termination Services and the period which it is anticipated the Termination Services will be required;
- (i) subject to and taking into account paragraph 10 below, the charges (if any) payable for the provision of the Termination Services together with the capped estimate of such charges pursuant to Schedule 7.1 (Charges and Invoicing) or Schedule 7.2 (Payments on Termination);
- (j) how the Termination Services would be provided (if required) during the Termination Assistance Period;
- (k) procedures to deal with requests made by the Authority and/or any Replacement Suppliers for Staffing Information pursuant to Schedule 9.1 (Staff Transfer) and the Supplier's proposed approach and procedures in respect of managing Transferring Supplier Employees in accordance with Schedule 9.1 (Staff Transfer); and
- (l) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Suppliers or the Authority with the aim of ensuring that there is no disruption to the Authority or degradation of the Services during the Termination Assistance Period.

- 5.5 The Parties acknowledge that the transfer or migration of the Services from the Supplier to the Authority or any Replacement Suppliers may be phased at the request of the Authority, such that certain of the Services are handed over before others.

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6 Finalisation of the Exit Plan

- 6.1  the Supplier will submit for the Authority's approval of the Draft Exit Plan in a final form suitable for immediate implementation.
- 6.2 The final form of the Draft Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the previous version of the Draft Exit Plan was last agreed.
- 6.3 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Draft Exit Plan within twenty (20) Working Days following its delivery to the Authority, then such matter will be deemed a Dispute and shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.4 Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the Current Exit Plan (insofar as relevant).
- 6.5 The Supplier shall review and (if appropriate or if requested by the Authority) update the Exit Plan on a basis consistent with the principles set out in this Schedule by no later than the end of the first month of each Contract Year (commencing with the second Contract Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed.
- 6.6 Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within twenty (20) Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Working Day period, such matter shall be deemed a Dispute and shall be resolved in accordance with the Dispute Resolution Procedure.

7 Termination Services

Notification of Requirements for Termination Services

- 7.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a **"Termination Assistance Notice"**):

- (a) at least four (4) months prior to the date of termination or expiry of this Agreement; or
- (b) as soon as reasonably practicable (but in any event, not later than one (1) month before such date) following the service by either Party of a Termination Notice,

and the Authority will ensure that the Termination Assistance Notice shall specify:

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- (c) the date from which Termination Services are required (such start date may be during the Term or upon termination/expiry of this Agreement);
- (d) the nature and extent of the Termination Services required; and
- (e) the period during which it is anticipated that Termination Services will be required from the date referred to in paragraph 7.1(c), which (subject to paragraphs 7.2 and 7.3) shall continue for no longer than twelve (12) months after the date that the Supplier ceases to provide the Services (or the last of the Services if terminating this Agreement) (the "**Termination Assistance Period**").

7.2 The Authority shall have an option to extend the Termination Assistance Period, for a further period of up to twelve (12) months beyond the original end date of the Termination Assistance Period, provided that the Authority shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire.

7.3 In addition to its right under paragraph 7.2, where an Exit Extension Event occurs, before the end of the Termination Assistance Period, the Authority shall have the option to further extend the Termination Assistance Period for a further period of up to twelve (12) months beyond the original end date of the Termination Assistance Period, such that the Termination Assistance Period shall continue for up to thirty-six (36) months in total.

7.4 The Authority shall have the right to terminate its requirement for any or all of the Termination Services at any time during the Transition Assistance Period by serving not less than twenty (20) Working Days' written notice upon the Supplier to such effect and the Supplier shall comply with such notice.

7.5 The Supplier shall supply Termination Services in good faith and in accordance with Good Industry Practice.

Termination Assistance Period

7.6 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 7.1, provide the Termination Services.

7.7 In relation to the Termination Services:

- (a) the Termination Services shall be performed by the Supplier and received by the Authority in accordance with the terms of this Agreement, and the terms of this Schedule 8.5 shall be deemed to survive termination/expiry of this Agreement for the duration of the Termination Assistance Period. Therefore, for the avoidance of doubt:
 - (i) if there is an obligation on the Supplier which relates to the Services or the performance of the same which states (either expressly or by implication) that such obligation is to apply for the Term, such obligation shall be deemed to continue to apply during the Termination Assistance Period and as applicable to the Termination Services; and

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- (ii) if there is a right or remedy for the benefit of the Authority which relates to the Services or the performance of the same which states (either expressly or by implication) that such right or remedy is to apply for the Term, such right or remedy shall be deemed to continue to apply during the Termination Assistance Period and as applicable to the Termination Services; and
 - (iii) if there is a right, remedy or relief for the benefit of the Supplier which relates to the Services or the performance of the same which states (either expressly or by implication) that such right or remedy is to apply for the Term, such right or remedy shall be deemed to continue to apply during the Termination Assistance Period and as applicable to the Termination Services,
 - (b) in addition to providing the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
 - (c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 7.7(b) without additional costs to the Authority;
 - (d) provide the Termination Services in accordance with the terms of this Agreement at no detriment to the Minimum Service Thresholds, save to the extent that the Parties agree otherwise in accordance with Paragraph 7.9;
 - (e) provide all reasonable assistance to the Authority and/or its nominated Replacement Suppliers to enable it or them to determine which Transferable Assets and Transferable Contracts are or may be likely to be required to provide the Services or Replacement Services; and
 - (f) at the Authority's request and on reasonable notice and within the timescales specified in such notice, deliver an up-to-date Register and Configuration Database to the Authority.
- 7.8 Without prejudice to the Supplier's obligations under Paragraph 7.7(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 7.7(b) without additional costs to the Authority, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.
- 7.9 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Minimum Service Thresholds, the Parties may agree to vary the relevant Minimum Service Thresholds and/or the applicable Service Credits to take account of such adverse effect (such variation to be carried out in accordance with Change Control Procedure).

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Termination Obligations

- 7.10 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.11 Without prejudice to Paragraph 7.10, upon the date that is the later of the date of termination or expiry (as the case may be) or the end of the Termination Assistance Period (or such earlier date if requested by the Authority and where this does not adversely affect the Supplier's performance of the Services and the Supplier's compliance with the other provisions of this Schedule), the Supplier shall:
- (a) cease to use the Authority Data;
 - (b) provide the Authority and/or the Replacement Suppliers with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
 - (c) erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Authority Data and promptly certify to the Authority that it has completed such deletion;
 - (d) return to the Authority such of the following as is in the Supplier's possession or control:
 - (i) all copies of the Authority Software and any other software licensed by the Authority to the Supplier under this Agreement;
 - (ii) all materials created by or on behalf of the Supplier pursuant to this Agreement in which the IPRs are owned by or vested in the Authority under this Agreement;
 - (iii) any parts of the IT Environment and any other equipment or assets which belongs to the Authority; and
 - (iv) any items that have been on-charged to the Authority, such as consumables, and
 - (e) vacate any premises owned by or supplied by the Authority premises which the Supplier occupies.
- 7.12 For the duration of the Termination Assistance Period, the Supplier shall provide the Authority and any nominated Replacement Suppliers with access during the Authority's Business Hours as each may require to:
- (a) such information relating to the Services as remains in the possession or control of the Supplier or each Key Sub-contractor; and
 - (b) such members of the Supplier Personnel or personnel of the Key Sub-contractors as have been involved in the design, development and provision of the Services and who are still employed by the Supplier or such Key Sub-contractor,

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provided that the Authority or the Replacement Suppliers pay the reasonable direct costs of the Supplier or such Key Sub-contractor which are actually incurred in responding to their requests for information under this Paragraph 7.12(b) and agree to reasonable confidentiality undertakings.

- 7.13 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.
- 7.14 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Supplier in relation to the Services or under the Agreement shall be terminated with effect from the end of the Termination Assistance Period.

8 Assets, Properties, Sub-contracts and Software

- 8.1 Following notice of termination of this Agreement, the Parties shall comply with their respective obligations in Annex 6 of this Schedule 8.5 (Exit Management).
- 8.2 Notwithstanding any contrary term in this Agreement, under no circumstances shall the Authority require the Supplier to transfer (or procure the transfer) to it or any Replacement Supplier (nor licence or procure a licence for the continued use by it or any Replacement Supplier of) Assets, contracts or licenses that are owned by, or licensed by a third party to, the Supplier's shared network partner [REDACTED] provided that the Supplier shall not at any time transfer any Assets, contracts or licenses to [REDACTED] (or to any third party) unless they are already identified as being Assets, contracts or licenses of [REDACTED] in the Register or the Configuration Database pursuant to Paragraph 2.1.
- 8.3 Following notice of termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, without the Authority's prior written consent:
- (a) terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;
 - (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets, in each case which are procured specifically for the ESN; or
 - (c) terminate, enter into or vary any licence for software in connection with the Services.
- 8.4 Within twenty (20) Working Days after receipt of each up-to-date Register and Configuration Database provided by the Supplier pursuant to Paragraph 7.7(f), the Authority shall provide written notice to the Supplier setting out:

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- (a) which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority or any Replacement Suppliers ("**Transferring Assets**");
- (b) which, if any, of the Non-transferable Assets and Commercial Use Assets the Authority (or the Authority's nominated Replacement Suppliers) requires the continued use of following termination and the period of such use; and
- (c) which, if any, of the Transferable Contracts the Authority requires to be assigned or novated to the Authority or to its nominated Replacement Suppliers (the "**Transferring Contracts**"),

for the purpose of the Authority or its Replacement Suppliers to provide the Services from or before the expiry of the Termination Assistance Period.

- 8.5 Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets, Transferable Contracts, Commercial Use Assets and Non-transferable Assets the Authority and/or its nominated Replacement Suppliers requires or may require to provide the Services or Replacement Services.
- 8.6 With effect from the expiry of the Termination Assistance Period (or if earlier on payment by the Authority or the Replacement Suppliers (on the Authority's behalf) for the same), the Supplier shall transfer, with full title guarantee and free from all encumbrances, all Transferring Assets to the Authority or to its nominated Replacement Suppliers for a consideration equal to the Net Book Value of each Transferring Asset, except that where:
- (a) the cost of the Transferring Asset has been partially or fully paid for through the Charges (including any Charges for the performance of the Services which take account of the cost of the Supplier providing such Transferring Asset) at the time of expiry or termination of this Agreement (or at the relevant time during the Termination Assistance Period), and such payment has not been fully accounted for by the Depreciation Policy, the Authority shall pay to the Supplier the Net Book Value of the Transferring Asset, less the amount already paid through the Charges (for the avoidance of doubt, excluding consideration of Service Credits or other liquidated damages); and
 - (b) a Termination Payment is payable by the Authority to the Supplier, payment for such Assets shall be included within the Termination Payment and no consideration shall be payable to the Supplier for the Transferring Assets.
- 8.7 The Supplier warrants that, at the time of transfer pursuant to Paragraph 8.6 each Transferring Asset shall be in the same or better condition than it was in at the time of the last such inspection (fair wear excepted in the case of tangible assets and the effluxion of time excepted in the case of others).
- 8.8 Risk in the Transferring Assets shall pass to the Authority (or the Replacement Suppliers as the case may be) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Suppliers (as the case may be) on payment by the Authority or the Replacement Suppliers (on the Authority's

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behalf) for the same. Possession of all Transferable Assets to which title passes under Paragraph 8.6 shall be delivered in the manner reasonably specified by the Authority.

8.9 For any Commercial Use Assets and/or Non-transferable Assets the subject of the Authority's notice given under Paragraph 8.4(b), which the Authority requires for itself or for any Replacement Suppliers to have continued use of following termination or expiry of this Agreement, the Supplier shall as soon as reasonably practicable:

- (a) in the case of Commercial Use Assets, provide the Authority with any information the Authority may require in order to procure replacements for such Commercial Use Assets, including manufacturer and model details, configuration information, installation information and maintenance information (as applicable); and
- (b) in the case of Non-transferable Assets, procure a non-exclusive, perpetual, non-terminable, transferrable, sub-licensable, assignable royalty-free licence (or licence on such other terms that have been agreed by the Authority) for the Authority or the Replacement Suppliers to use such Assets; or failing which:
- (c) procure a suitable (to be determined in the Authority's sole discretion) alternative to such Assets and the Authority shall ensure that it or the Replacement Suppliers shall bear the reasonable proven direct costs of the Supplier of procuring such alternative.

8.10 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority or the Replacement Suppliers of the Transferring Contracts, and on such novation the Charges shall be reduced accordingly. The Supplier shall at its own cost promptly execute such documents and do all such further acts and things as are reasonably required and provide such other assistance as the Authority reasonably requires to give full effect to the rights given and the transactions contemplated by this Agreement, including, without limitation, to effect such novation or assignment and to transfer the full benefit to the Authority or its Replacement Suppliers of the Transferring Contracts and Transferring Assets and the vesting of Intellectual Property in the Authority in as contemplated by this Schedule and the Agreement such that:

- (a) the third party is obliged to provide to the Authority (or the Authority's nominee as applicable) supplies equivalent to those provided under that Transferring Contract on identical terms; and
- (b) no sum is payable by the party in whose favour the relevant contract is novated in respect of such novation.

8.11 The Authority shall:

- (a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- (b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Suppliers, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights

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arising under that Transferring Contract, or, as applicable, procure that the Replacement Suppliers does the same.

- 8.12 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Suppliers has been affected.
- 8.13 The Supplier shall deliver to the Authority or the Replacement Supplier all documentation, manuals and other technical information relating to the Transferring Assets and Transferring Contracts on request by the Authority.

8.14

[REDACTED]

9 Supplier Personnel

- 9.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 9.1 (Staff Transfer) shall apply.
- 9.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any Supplier or Sub-contractor employees engaged in the provision of the Services from transferring their employment to the Authority or the Replacement Suppliers.
- 9.3 During the Termination Assistance Period, the Supplier shall give the Authority or the Replacement Suppliers reasonable access to the Supplier's Personnel to present the case for transferring their employment to the Authority or the Replacement Suppliers.
- 9.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Suppliers of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 9.5 The Supplier shall not for a period of twelve (12) months after the date of transfer of the Services to the Authority or any Replacement Suppliers or, if later, after the date of the end of the Termination Assistance Period re-employ or re-engage or entice any Supplier employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority or the Replacement Suppliers pursuant to Schedule 9.1 (Staff Transfer).

10 Charges

- 10.1 If the Authority serves a Termination Assistance Notice in accordance with Paragraph 7.1, the Authority shall [REDACTED] in respect of the Termination Services in accordance with Schedule 7.1 (Charges and Invoicing), but shall not be required [REDACTED]

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10.2 Where:

- (a) the Termination Services are requested for a shorter period than the Termination Assistance Period, [REDACTED] and
- (b) otherwise, the Authority requires a change to the scope or timing of the Termination Services, and this [REDACTED]

10.3 For the purpose of calculating the Charges for providing the Termination Services for inclusion in the Exit Plan, [REDACTED]

10.4 [REDACTED]

10.5 [REDACTED]

11 Apportionments

- 11.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier or (as nominated by the Authority) the Replacement Suppliers and the Supplier (as applicable) as follows:

- (a) [REDACTED]
- (b) [REDACTED]

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- 11.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Suppliers shall pay) any monies due under Paragraph 11.1 as soon as reasonably practicable.

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Annex 1: Scope of the Termination Services

- 1 The Termination Services to be provided by the Supplier shall include (without limitation) such of the following services as the Authority may specify:
 - 1.1 ceasing all non-critical Software changes (except where agreed in writing with the Authority) notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - 1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority or the Replacement Suppliers after the end of the Termination Assistance Period;
 - 1.3 delivering to the Authority in respect of the IT Environment any existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation and status reports (all relating to the twelve (12) month period immediately prior to the commencement of the Termination Services);
 - 1.4 providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
 - 1.5 with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during Transition;
 - 1.6 providing the Authority with any problem logs which have not previously been provided to the Authority;
 - 1.7 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during the Termination Assistance Period;
 - 1.8 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
 - 1.9 reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Suppliers;
 - 1.10 making available to the Authority and/or the Replacement Suppliers expertise to analyse training requirements and provide all necessary training for the use of tools by such staff or Replacement Suppliers staff as are nominated by the Authority (acting reasonably) at the time of termination or expiry;

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- 1.11 assisting in establishing naming conventions for any new production sites (if applicable) related to the IT Environment;
- 1.12 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements, and known planned requirements for capacity growth across these areas in respect of any of the Assets or the IT Environment;
- 1.13 generating a computer listing of the Source Code for such of the Software (if any) which is nominated by the Authority to be provided in such form and on such media reasonably requested by the Authority;
- 1.14 agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
- 1.15 delivering electronic copies of all production databases (if any) in respect of the IT Environment or Assets in such form as specified by the Authority (with content listings) to the Authority's and/or the Replacement Suppliers' operations staff (on appropriate media as reasonably requested by the Authority);
- 1.16 assisting with the loading, testing and implementation of the production databases in respect of the IT Environment or Assets specified by the Authority;
- 1.17 assisting in the execution of a parallel operation with such Replacement Suppliers or the Authority until the date of expiry or termination of this Agreement or, if later, the end of the Termination Services;
- 1.18 in respect of the maintenance and support of the Supplier's systems relating to the supply of Services and the IT Environment, providing historical performance data for the entire Term and the Termination Assistance Period;
- 1.19 assisting in the execution of a parallel operation with such Replacement Suppliers or the Authority of the maintenance and support of the Supplier's systems relating to the supply of Services and the IT Environment until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services shall end on a date no later than the end of the Termination Assistance Period);
- 1.20 providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
- 1.21 answering all reasonable questions from the Authority or the Replacement Suppliers regarding the Services;
- 1.22 agreeing with the Authority or the Replacement Suppliers a plan for the migration of the Authority Data to the Authority or the Replacement Suppliers and executing such agreed plan;
- 1.23 providing access to the Authority or the Replacement Suppliers during the Termination Assistance Period and for a period not exceeding twelve (12) months afterwards for the

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purpose of the smooth transfer of the Services to the Authority and/or the Replacement Supplier:

- (a) to information and documentation relating to the Services that is in the possession or control of the Supplier or its Sub-contractors (and the Supplier agrees and shall procure that its Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors for the purpose of the obligations set out in this Annex;

1.24 knowledge transfer services, including:

- (a) transferring all training material and providing such training to those Authority or Replacement Suppliers staff responsible for internal training in connection with the provision of the Services as may be reasonably requested by the Authority;
- (b) providing for transfer to the Authority or the Replacement Suppliers of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
- (c) providing the Supplier or the Replacement Suppliers with access (for meetings or discussions) to such members of the Supplier's or its Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.

2 The Supplier shall:

- 2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.10 of this Annex 1 for agreement by the Authority at the time of termination or expiry of this Agreement;
- 2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.14 of this Annex 1, providing skills and expertise of a suitable standard; and
- 2.3 fully co-operate in the execution of any Authority database migration plan agreed pursuant to Paragraph 1.22 of this Annex 1, providing skills and expertise of a reasonably acceptable standard.

3 To facilitate the transfer of knowledge from the Supplier to the Authority or its Replacement Suppliers, the Supplier shall provide a detailed explanation of the procedures and operations

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used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority or the Replacement Suppliers.

- 4 The information which the Supplier shall provide to the Authority or the Replacement Supplier pursuant to Paragraph 1.24 of this Annex 1 shall include:
 - 4.1 copies of up-to-date procedures and operations manuals;
 - 4.2 Asset and Services information;
 - 4.3 agreements with third party suppliers of goods and services which are to be transferred to the Authority or the Replacement Suppliers (including Transferring Assets and Transferring Contracts);
 - 4.4 key support contact details for third party supplier personnel under Sub-contracts which are to be assigned or novated to the Authority pursuant to this Schedule;
 - 4.5 information regarding any unresolved faults in respect of the IT Environment or the Services in progress at the commencement of the Termination Assistance Period as well as those expected to be in progress at the end of the Termination Assistance Period;
 - 4.6 details of physical and logical security processes and tools which will be available to the Authority; and
 - 4.7 any relevant interface information between the Supplier and the Other ESN Suppliers and the Authority.
- 5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and Suppliers) of the Replacement Suppliers or the Authority access, during the Supplier's business hours and upon reasonable prior written notice, to any Assets managed by or on behalf of the Supplier for the purpose of this Agreement or the purpose of effecting a prompt knowledge transfer provided that:
 - 5.1 any such agent or personnel (including employees, consultants and suppliers) having access to any Sites pursuant to this Paragraph 5 of this Annex 1 shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require);
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and
 - (c) the Authority or the Replacement Suppliers shall pay the reasonable, proven and proper direct costs of the Supplier incurred in facilitating such access.

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- 6 The following additional Termination Services will be provided by the Supplier:
- 6.1 Professional services (in all cases from individuals who are experienced in the operation of ESN during Supplier's tenure) to include:
- (a) account management to support the ongoing reporting and discussion of service levels to ensure continuity during transition;
 - (b) engineering support;
 - (c) project management; and
 - (d) Service Management support,
- 6.2 Activities to be undertaken are as per those listed in Paragraph 5.4 of this Schedule 8.5 and in addition the Termination Services to be provided by the Supplier as set out in the Exit Plan which may include the Supplier:
- (a) providing copies of all relevant Documentation and Records, including reports and data reasonably required to support the contractual and operational due diligence of Supplier and/or any Replacement Supplier, including site visits;
 - (b) providing the Authority with any problem logs which have not previously been provided to the Authority, including any unresolved Incidents which are likely to remain unresolved at the end of the Termination Assistance Period;
 - (c) analysing and providing information about capacity and performance requirements;
 - (d) assisting in the execution of a parallel operation of the Supplier Systems until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services end on a date no later than the end of the Termination Assistance Period);
 - (e) answering all reasonable questions from the Authority and/or its Replacement Supplier regarding the Services.

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Annex 2: Register

No.	Asset Description	Applicable cross reference to ESN Radio Site List or A2G Radio Site List	Make / Model	Asset ID No. (if any)	Net Book Value or Cost £ excl. VAT	Condition and maintenance history	Physical location	Relationship to any other Asset	Owner	Designated Status: Transferable Asset, Commercial Use Asset or Non-Transferable Asset	Use / Technical specification and category (e.g. MS Supplier Radio Equipment)

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Annex 3: Configuration Database

[illegible]

No.	Sub-Contract Description eg Licence, Software Licence, Third Party Software Licence, Other Agreement (if type eg lease for Asset)	Applicable cross reference to ESN Radio Site List or A2G Radio Site List	Sub-Contractor and Contracting parties	Contractor designated as Key Sub-Contractor? Yes/No	Key Terms (including charges, termination, assignment and novation)	Sub-Contract necessary or desirable to perform Services? Yes/No	Transferable Contract? Yes/No	Non-Transferable Contract Yes/No

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No.	Sub-Contract Description eg Licence, Software Licence, Third Party Software Licence, Other Agreement (if type eg lease for Asset)	Applicable cross reference to ESN Radio Site List or A2G Radio Site List	Sub-Contractor and Contracting parties	Contractor designated as Key Sub-Contractor? Yes/No	Key Terms (including charges, termination, assignment and novation)	Sub-Contract necessary or desirable to perform Services? Yes/No	Transferable Contract? Yes/No	Non-Transferable Contract Yes/No

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Annex 4 – NOT USED

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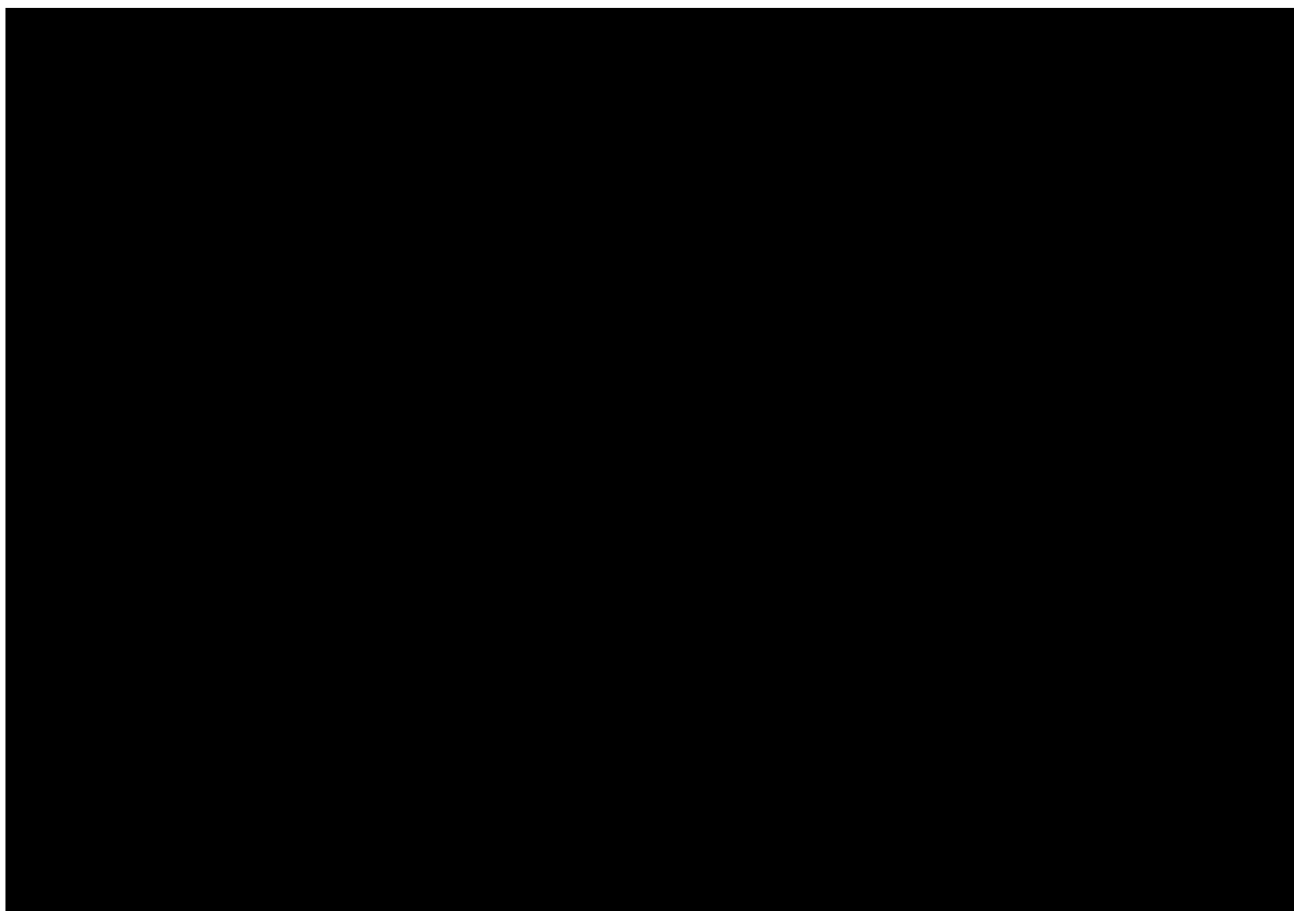
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Annex 5A - Standardisation and Transferability

As the Authority is acquiring network services based on MS Supplier's existing commercial network, rather than a dedicated network, there are few transferable assets. The assets that are transferable will be the network infrastructure that is paid for by the Authority and that is reasonably possible and technically feasible for the MS Supplier to transfer. As a general rule, this will include infrastructure installed for a new macro site, Air to Ground site, Coverage Enhancement Locations and Annex E Locations. The actual detail of whether an Asset is transferrable or not is detailed in the list of Transferrable Assets in Annex 2 of this Schedule 8.5. Any transfer will be subject to a general right for the MS Supplier to be able to continue using the relevant Asset where possible following any termination of the Agreement.

Annex 5B - Depreciation Policy

The Supplier's depreciation framework is described below.



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Annex 6 – ESN Specific Sites List

Encumbrance	means any interest, right or equity of any third party (including any right to acquire, option, right of pre-emption or set-off) or any mortgage, charge, pledge, lien, assignment, hypothecation, guarantee, security interest, title retention or any other security agreement or arrangement.
Lease	the lease (including any supplemental documents) under which each Property is held and Leases means all of them
Licence to Assign	the consent of the Landlord of a Property authorising an assignment of the residue of the term of the relevant Lease of that Property to the Authority or Replacement Supplier in accordance with the terms of the Lease, such consent being evidenced in a written, formal licence to assign, dated and being obtained free from unreasonable conditions, signed or executed by or on behalf of all of the parties to it
Properties	means the leasehold properties, particulars of which are set out in Annex 6A and 'Property' shall be construed as relevant for any one of the Properties
Third Party Consent	a consent, licence, approval, authorisation or waiver required from a third party for the assignment to the Authority or Replacement Supplier including any Licence to Assign

1. Overview

- 1.1 The Supplier shall take all steps described in this Annex 6 necessary to bring about and shall procure the transfer of the Properties to the Authority or such other Government Department or Replacement Supplier as the Authority may direct in writing, such transfer to be effective immediately following the expiry of the Termination Assistance Period.
- 1.2 If a Third Party Consent is required in order for a transfer of any Property to become effective, the Supplier shall obtain such Third Party Consent. If the Supplier is unable (despite using best endeavours to do so) to procure such consent, the Supplier shall give the Authority reasonable prior written notice prior to the expiry of the Termination Assistance Period (and shall use all reasonable endeavours to give no less than six (6) months' notice) and the parties shall enter into discussions relating to:
 - (a) where the relevant Property has been directed by the Authority to be assigned to the Authority, an assignment to the Replacement Supplier (instead of the Authority); and/or
 - (b) substituting an alternative property, which shall not be materially less convenient to the Authority than the Property originally listed in the ESN Radio Site List.

and the Authority shall, in its sole discretion, determine whether it will proceed with either option offered by the Supplier and if so, will instruct the Supplier to proceed with such alternative transfer, which the Supplier shall facilitate prior to the end of the Termination Assistance Period. Where, despite using best endeavours, the Supplier is unable to procure Third Party Consent by expiry of the Termination Assistance Period the Supplier shall use

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best endeavours to facilitate a transfer of the respective Properties as soon as practicable after expiry of the Termination Assistance Period.

- 1.3 The Supplier shall maintain the ESN Radio Site List throughout the Term – the first version of the ESN Radio Site List being the version at Annex 6A of this Schedule 8.5 (Exit Management).
- 1.4 Within twenty-four (24) months of the Effective Date establish the requirements and conditions that exist in the Lease for each Property in the ESN Radio Site List and update the ESN Radio Site List so as to identify:
 - (a) the contractual expiry date of the Lease under which each Property is held;
 - (b) the category that each Lease for each Property falls out of:
 - (i) **Consent Required** – where the Lease requires a Licence to Assign from the landlord of the relevant Property;
 - (ii) **No Consent Required** – where the Lease does not require a Licence to Assign and can be transferred to the Authority without the requirement for any Third Party Consent; or
 - (iii) **Other** – where the Lease requires other Third Party Consent, conditions or requirements that must be met before the transfer from the Supplier to the Authority; and
 - (c) for each Property whether the Supplier has granted a site share licence to a third party and if so, the name of the third party sharer and the contractual expiry date of that licence,

and shall maintain the list of these requirements and conditions as part of its maintenance of the ESN Radio Site List.

2. Warranties

- 2.1 The Supplier warrants to the Authority that:
 - (a) The Supplier has legal title to each Property;
 - (b) On the date of the transfer of a Property under this Annex 6, there are no Encumbrances save as disclosed on the ESN Radio Site List, and the Supplier has not agreed to create any Encumbrance, over the Property or any part of it;
 - (c) The Supplier has all requisite power and authority to enter into and perform the documents required to effect the transfer of the Properties to the Authority.

3. Property transfer process

- 3.1 The Supplier and Authority agree to carry out the various steps ascribed to each of them as set out in this Annex 6, in order to effect the transfer of the Properties in accordance with the

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dates set out at Paragraphs 1.1 and 1.2 of this Annex 6 in accordance with any timings or procedures set out in the Exit Plan.

- 3.2 Each Party shall execute and deliver or cause to be delivered such other documents and do such other acts and things in addition to those described in this Annex 6 as may be necessary and desirable to transfer the Properties to the Authority or Replacement Supplier.
- 3.3 The Supplier agrees not to terminate, surrender or allow the Leases to expire without first procuring a new Code agreement or, vary the terms by any deed of variation of the Leases and/or property interests in the Properties that has the effect of increasing the site rental payment by ten percent (10%) or more without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed). The Supplier shall continue to manage each Property in accordance with the principles of good property management and should consult with the Authority in relation to:
- (a) Lease renewals;
 - (b) Negotiation of terms for new Code agreements where any Lease reaches expiry of its term prior to the end of the Termination Assistance Period;
 - (c) rent reviews (save for rent reviews which are calculated purely by reference to an agreed metric or index, e.g. the Consumer Prices Index or the Retail Prices Index) that are due to take place or remain outstanding during the Termination Assistance Period (or later where consent to any assignment has not been achieved by the end of the Termination Assistance Period and the transfer of that Property is effected at a later date pursuant to Paragraph 1.2 of this Annex 6);
 - (d) any applications for Licence to Assign;
 - (e) any legal disputes with the Landlord or third parties; and/or
 - (f) any similar matters with third party occupier (where the Supplier is landlord/licensor).
- 3.4 The transfer of the Properties shall be in the form to be agreed between the Supplier and the Authority acting reasonably and shall be executed in original and counterpart.
- 3.5 Where the Supplier wishes to retain use of any leased ESN Specific Sites following the expiry or termination of this Agreement, then notwithstanding the transfer of ownership of the ESN Specific Sites and any relevant assets to the Authority or Replacement Supplier pursuant to Paragraphs 3.15.3 and 3.15.5 of Schedule 2.1 and/or this Annex 6, the Authority shall not, and shall ensure that any Replacement Suppliers do not, act unreasonably in granting access to the relevant ESN Specific Sites (taking account of the terms of the relevant ESN Specific Site lease transferred under paragraph 3.15.3 of Schedule 2.1, amongst other things).
- 3.6 **Consent Required** – where Licence to Assign is required to transfer a Property to the Authority (or to a Replacement Supplier) the Supplier shall at its own expense:
- (a) apply for and use reasonable endeavours to procure every Licence to Assign as required by each Lease;

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- (b) shall comply with all reasonable obligations properly requested by the landlords as a condition to the grant of the Licence to Assign for each Property including providing authorised guarantee agreements, settling any arrears of rent or other outgoings, rectifying any breaches of covenant or any other conditions imposed by the landlord prior to the grant of the Licences to Assign and as may be requirements pursuant to the terms of the Leases;
 - (c) subject to Paragraph 1.2 in this Annex 6, once the form of Licence to Assign is agreed by the parties the Supplier and Authority and landlord shall execute and complete this.
- 3.7 **No Consent Required** – where no Licence to Assign is required to transfer a Property to the Authority, the Supplier and Authority shall execute the agreed form of transfer in accordance with this Annex 6.
- 3.8 **Other** – where there are other requirements to effect a transfer of the Property the Supplier shall, at its own expense, apply for and use reasonable endeavours to procure such Third Party Consent as may be required and the parties acting reasonably and in good faith shall execute such documents as may be required to achieve the transfer of the Property *in accordance with this Annex 6*.
- 3.9 The Authority shall (or shall procure that the Replacement Supplier shall), if so reasonably required by the relevant landlord, execute a deed containing a direct covenant by the Authority or the Replacement Supplier with the relevant landlord to pay the rents reserved by the Lease and to perform and observe the covenants and other obligations on the part of the tenant contained in the relevant Lease in accordance with the Exit Management Plan.
- 3.10 In the case of a transfer of the Properties to the Authority, provided such transfer has been effected in accordance with this Annex 6, then the Authority will accept the transfer and be obliged to sign any documents required to give effect to it and, in the case of a transfer to a Replacement Supplier, the Authority shall procure that the Replacement Supplier so accepts and signs.

4. **Original Documents**


- 4.1 Promptly following completion of the transfer of the Properties the Supplier shall deliver or procure delivery to the Authority originals or certified copies of:
- (a) Such Leases, transfers, licences assignments and other documents in the agreed form necessary to vest title in the Properties in or transfer the Properties to the Authority or any Replacement Supplier;
 - (b) Duly executed Licence to Assign and transfer for each of the Properties;
 - (c) The title deeds relating to the Properties; and
 - (d) where relevant and subsisting, all due invoices, policies, receipts, maintenance contracts, health and safety files and other accounts relating to the Properties.

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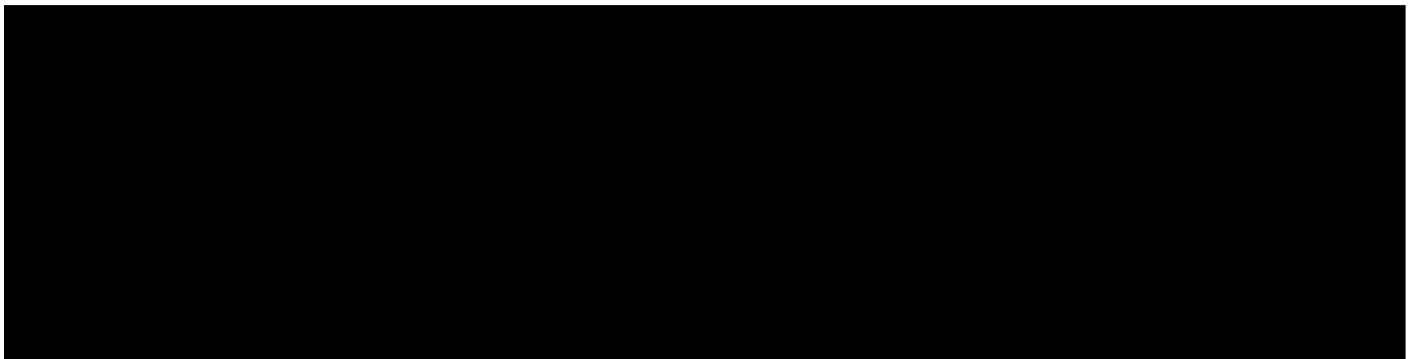
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5. 
6. Where the Supplier is required by its Landlord to provide a guarantee agreement (as defined at paragraph 16(7) of Schedule 3A to the Digital Economy Act 2017) or an authorised guarantee agreement (as defined at section 16(2) of the Landlord and Tenant (Covenants) Act 1995, the Authority shall within the transfer of the relevant Properties indemnify the Supplier (or in the case of a transfer directly to a Replacement Supplier, use reasonable endeavours to procure that the Replacement Supplier so indemnifies) against any liabilities/claims arising in respect of the Properties relating to the non-payment of rent or breach, non-observance or non-performance of the terms of the Lease relating to a period after the date of the transfer.
7. The Supplier and the Authority shall apportion rent, rates, electricity and site share income for each Property by reference to the completion date for the transfer on a case-by-case basis of each Property.

Annex 6A – ESN Specific Site List



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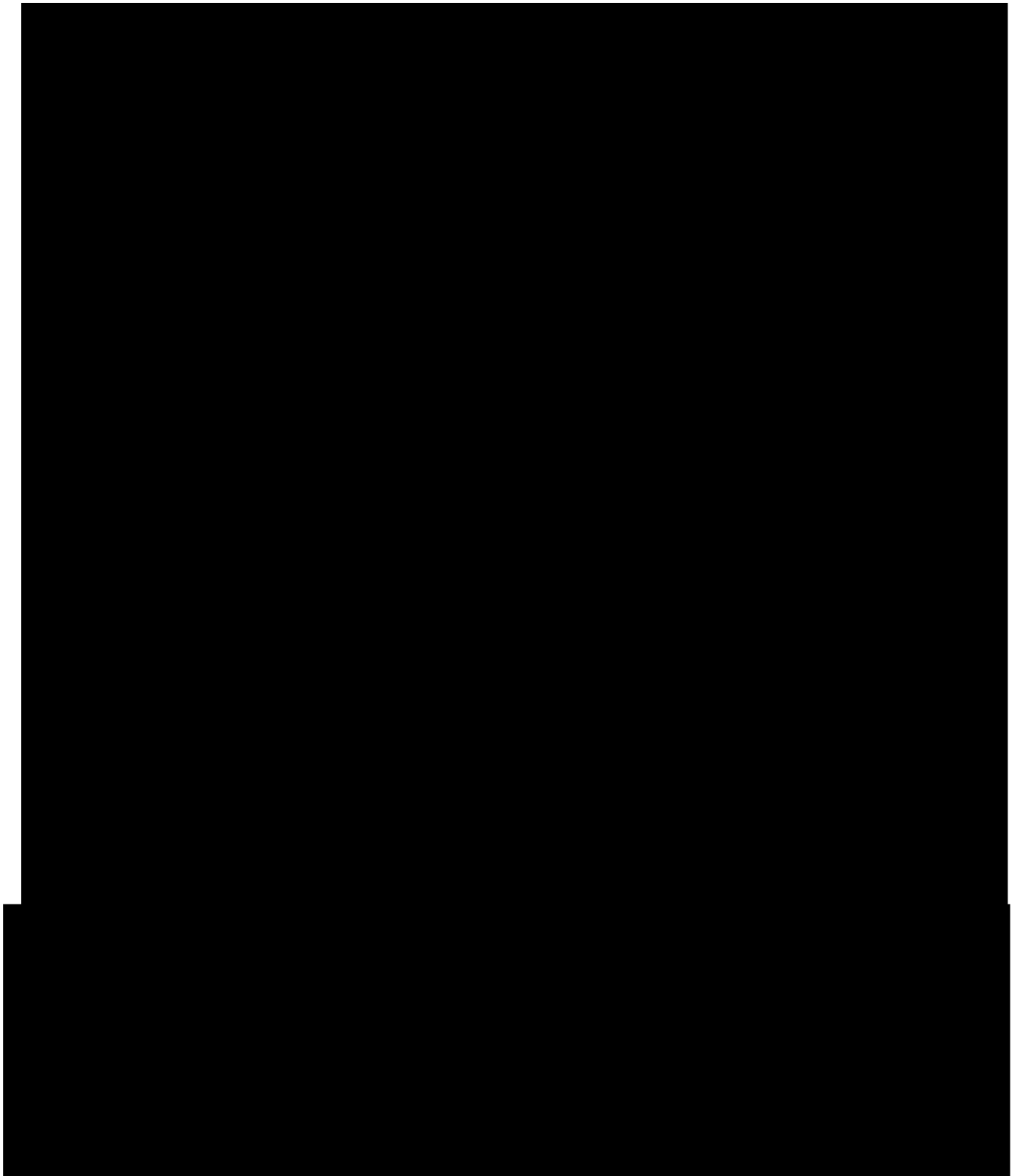
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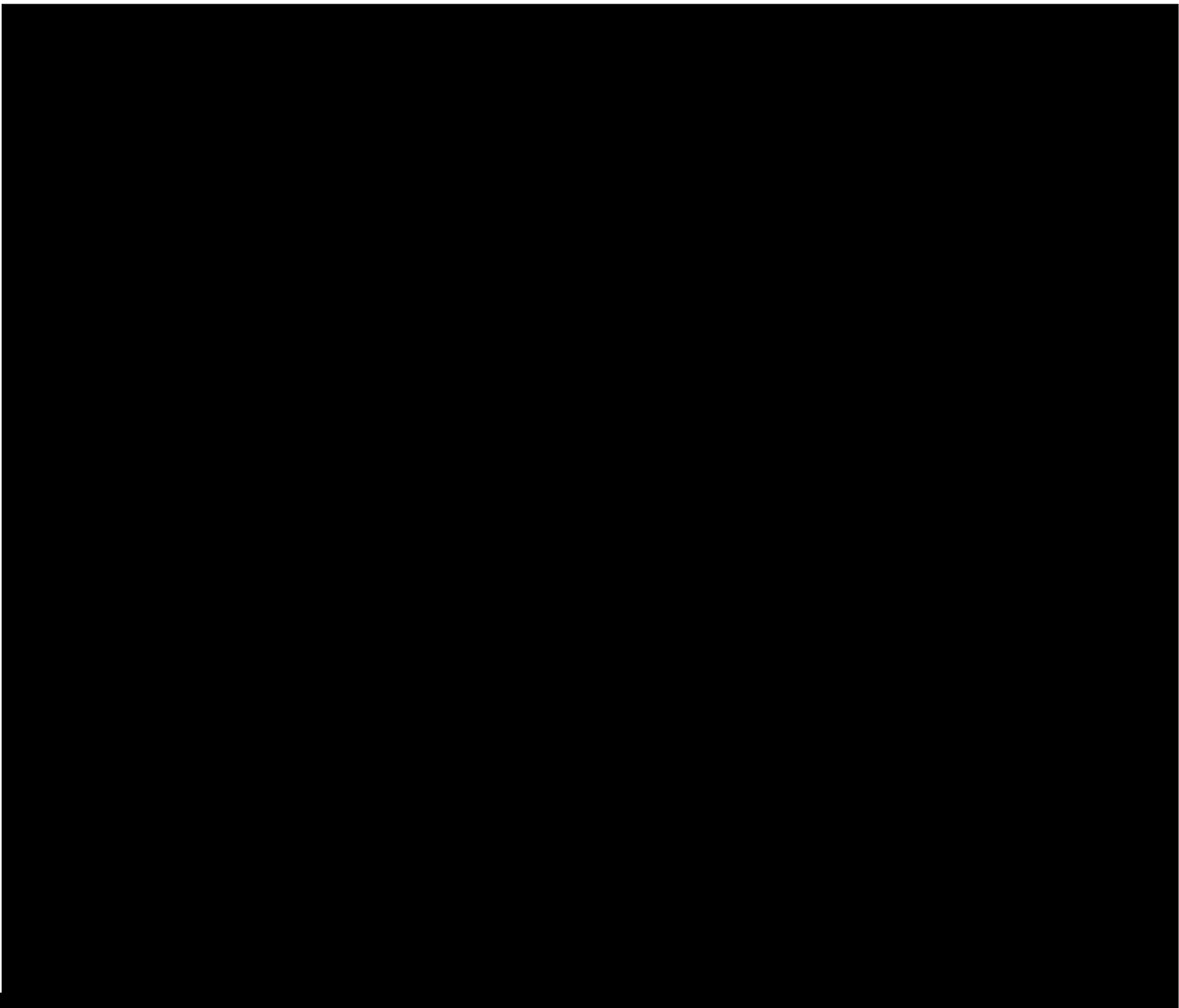
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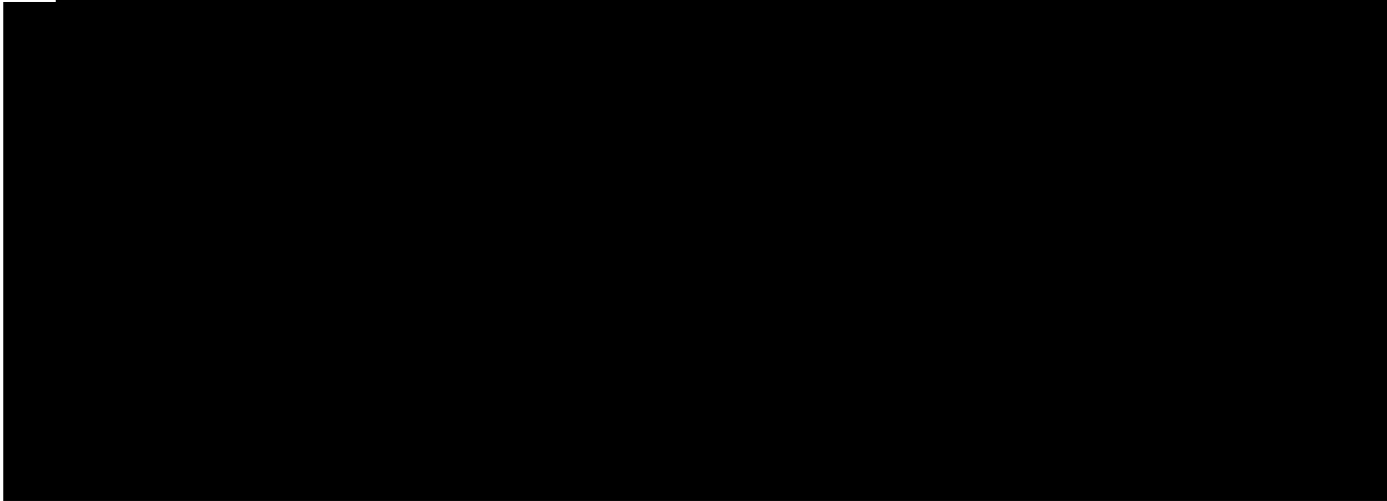
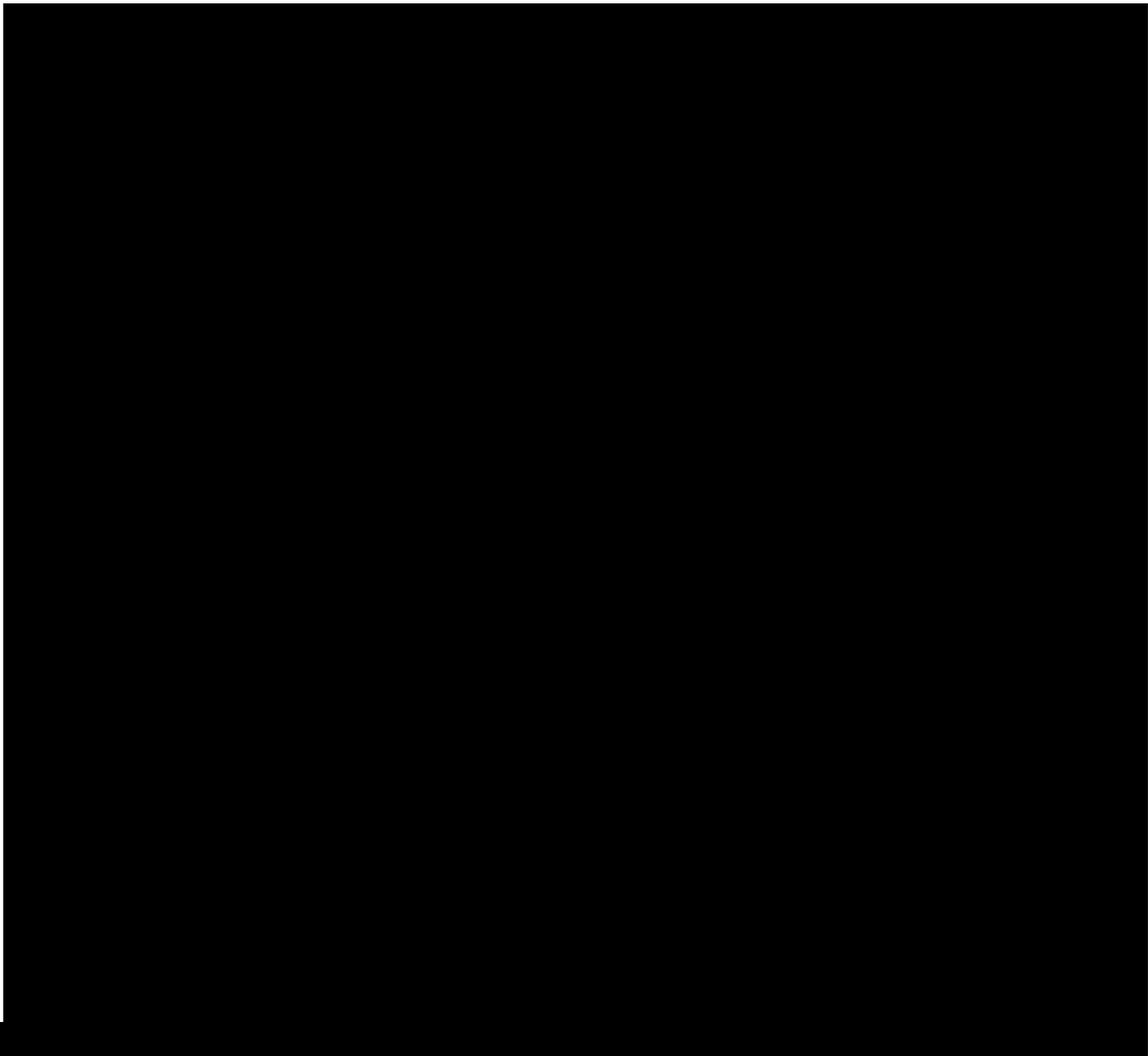
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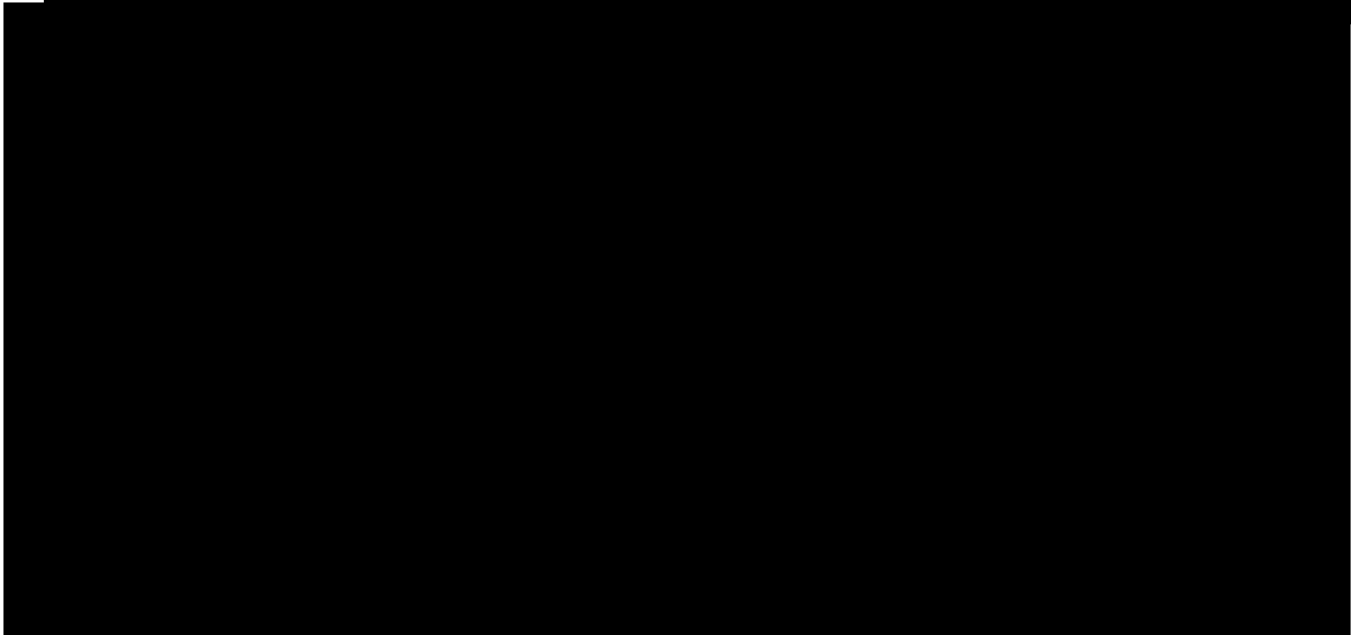
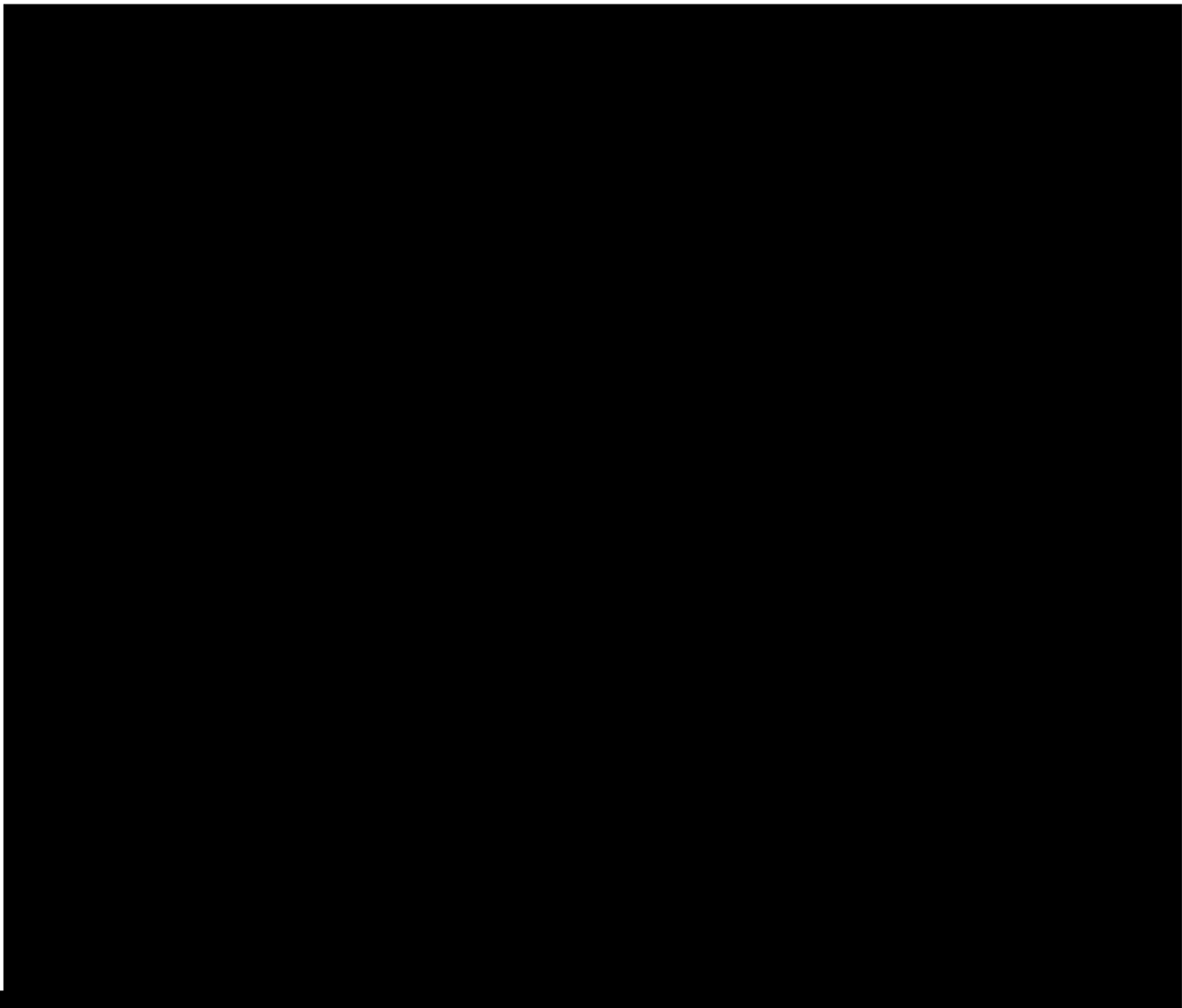
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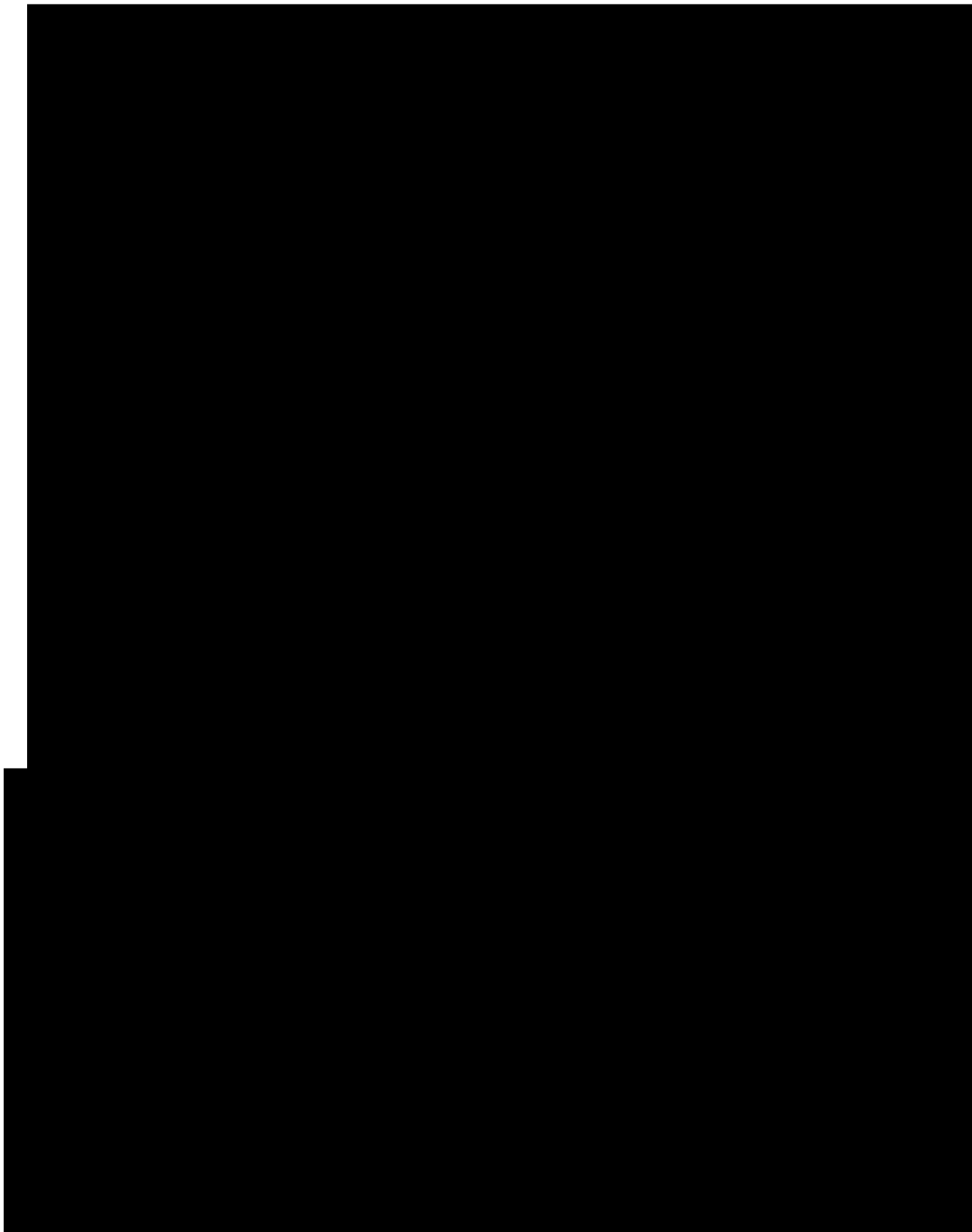
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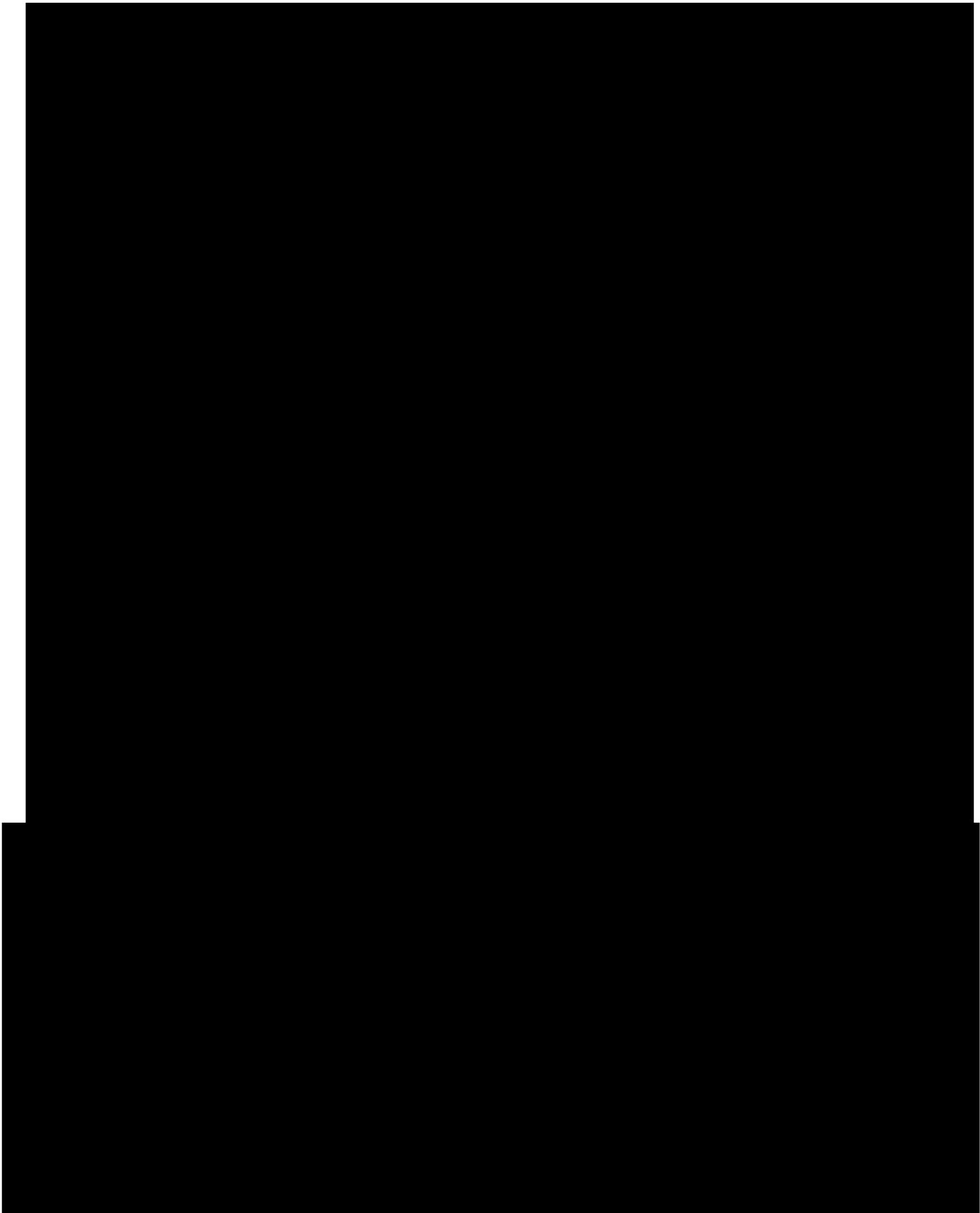
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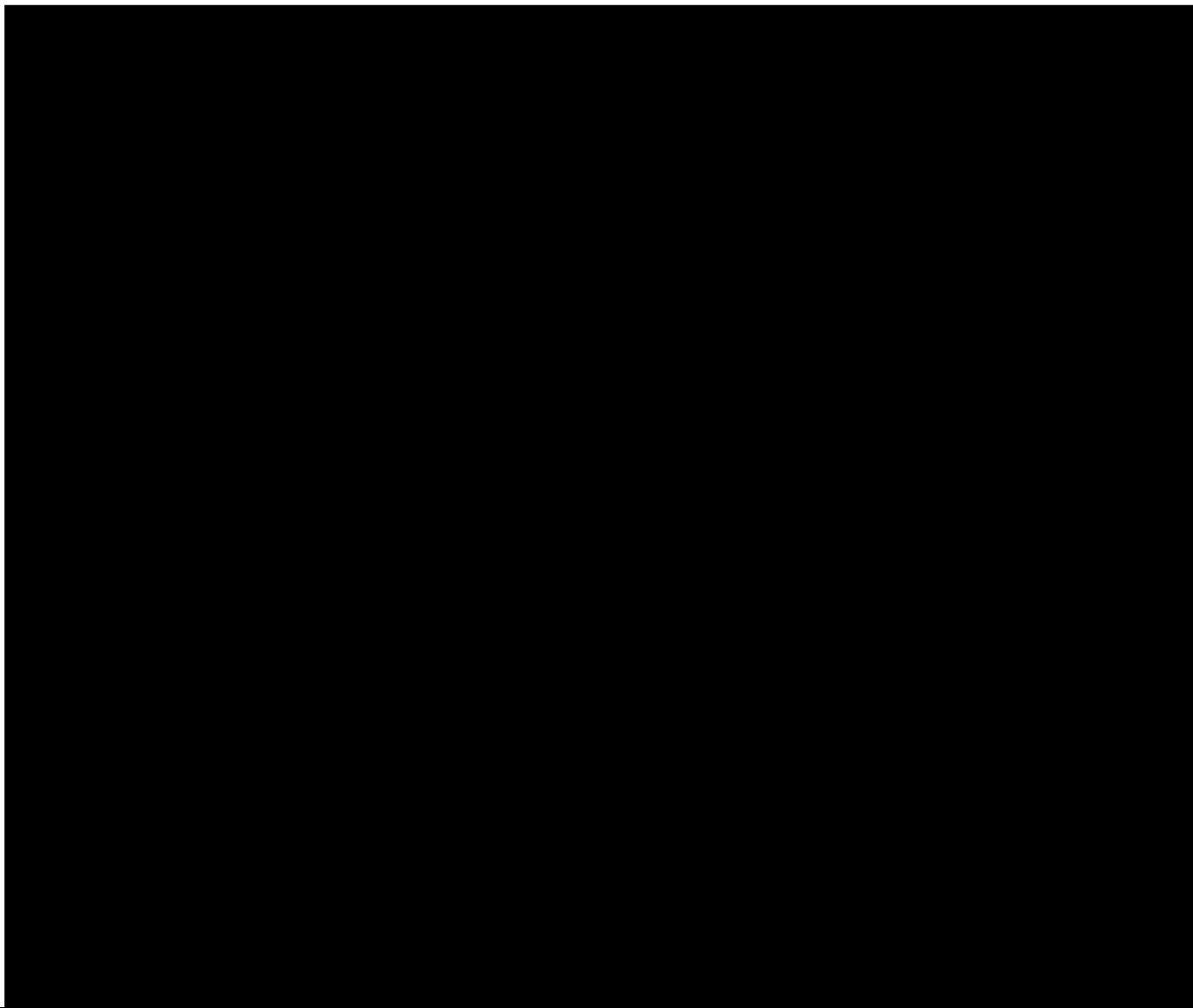
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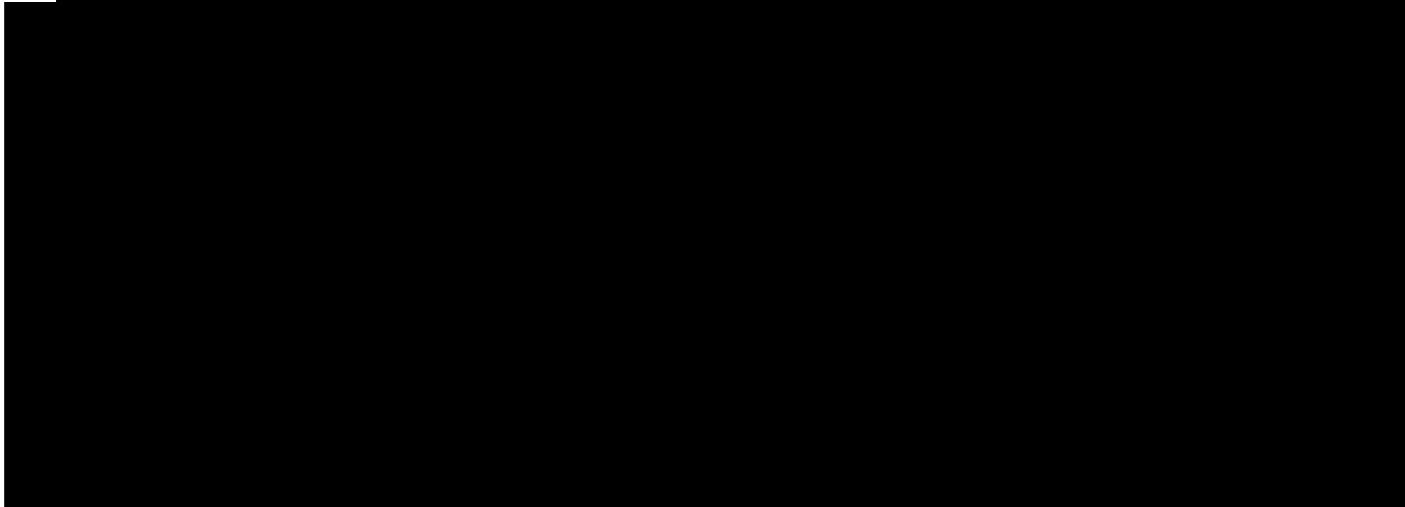
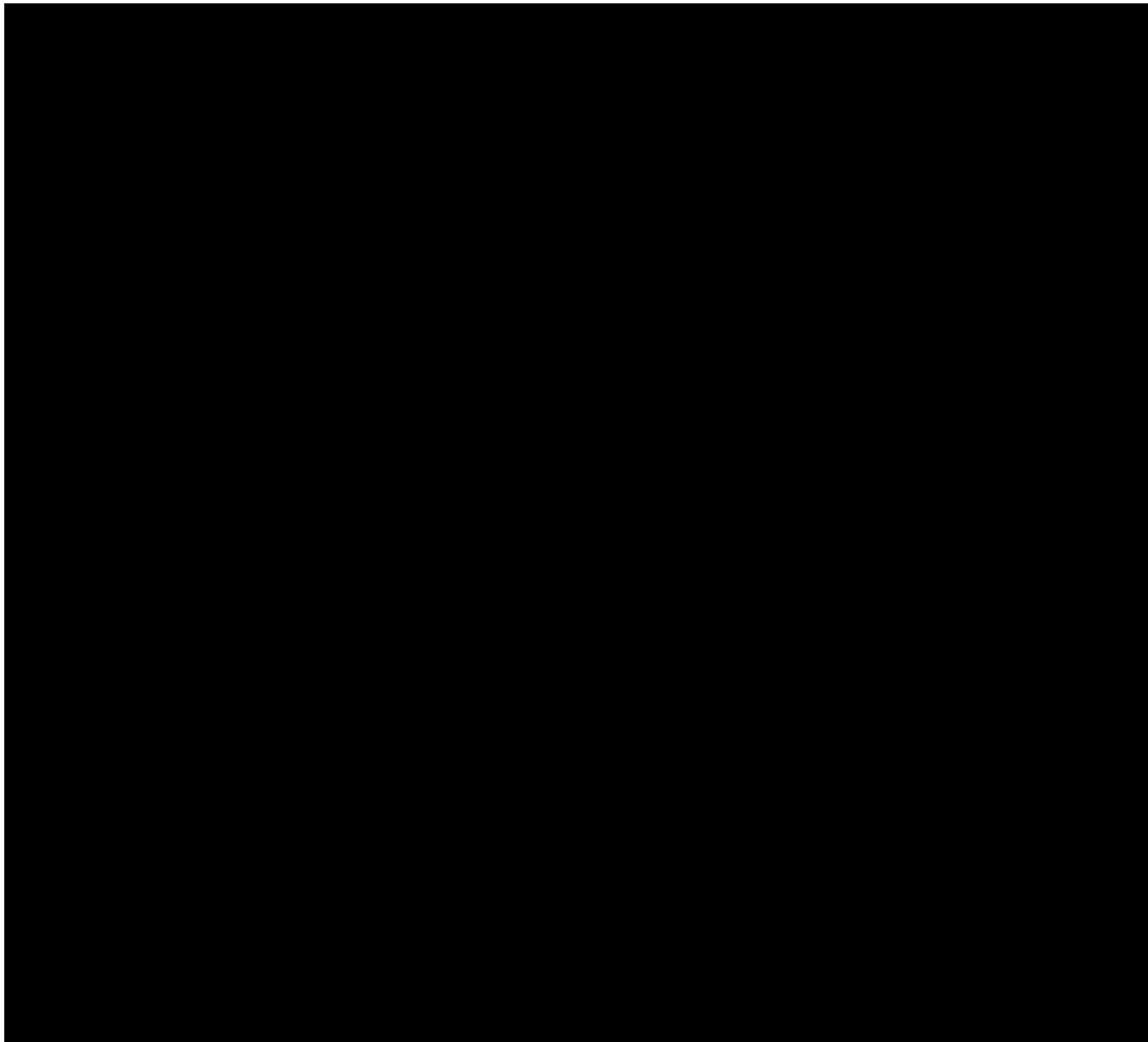
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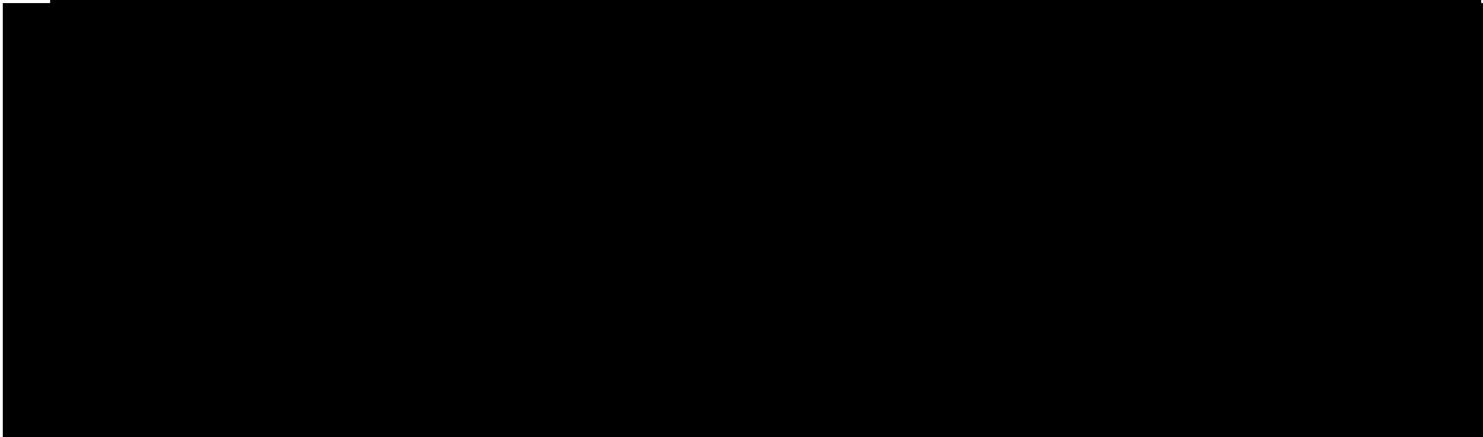
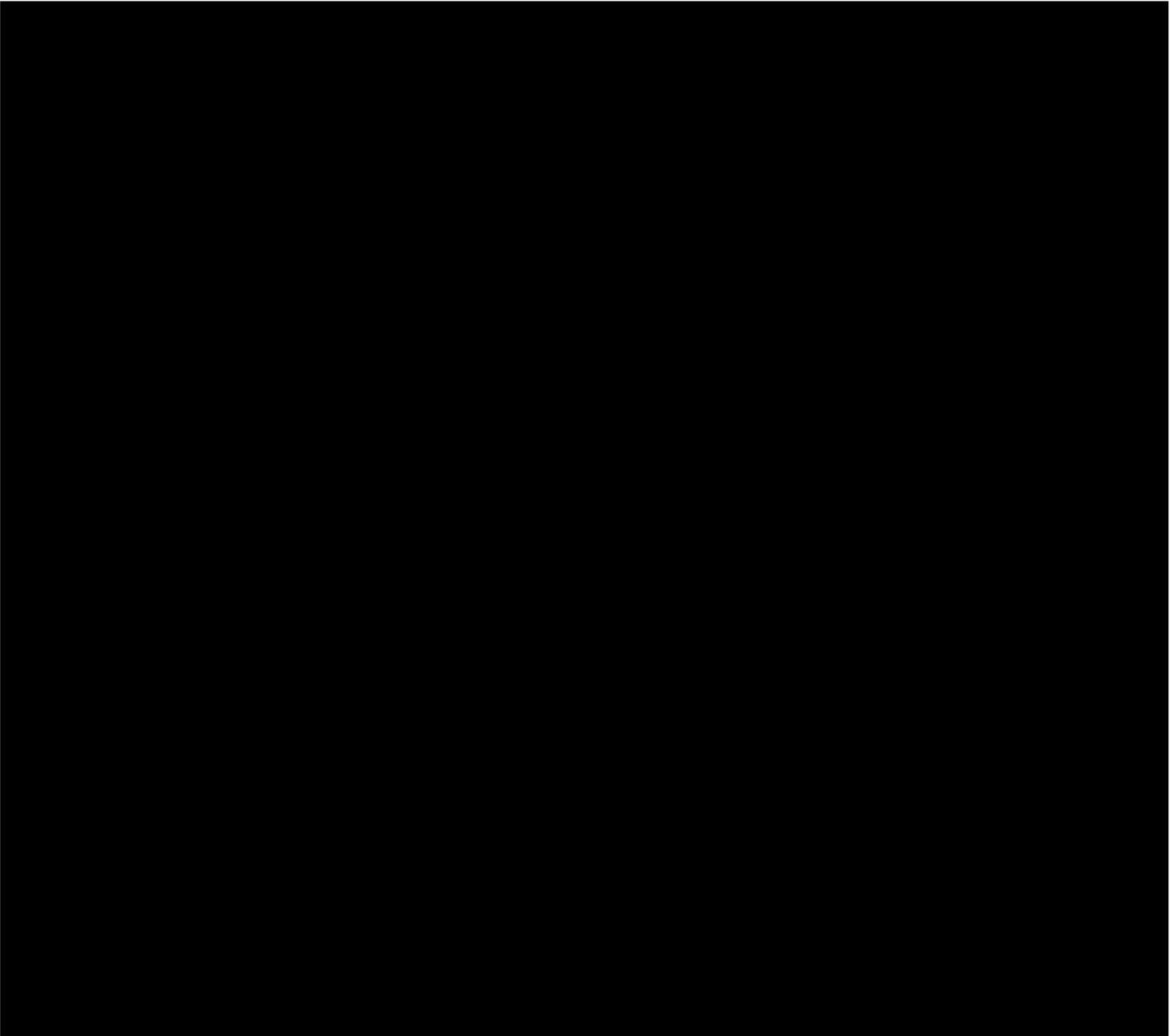
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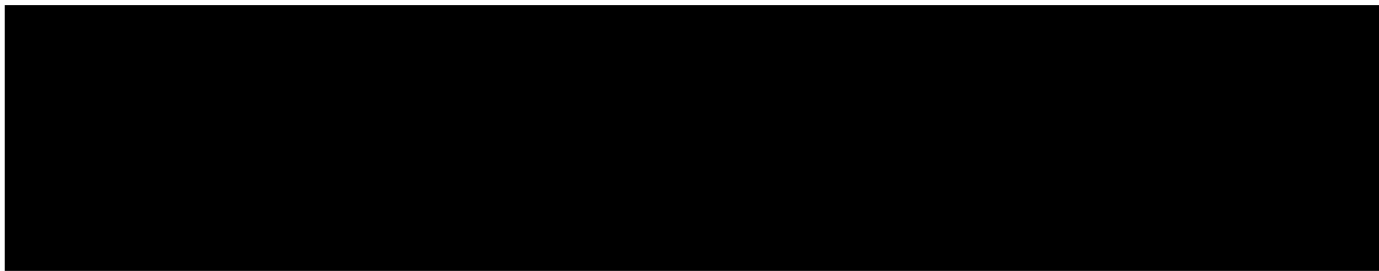
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Annex 7 – NOT USED

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