

Dated: 15 November 2022

CELLNEX CONNECTIVITY SOLUTIONS LIMITED

- and -

SECRETARY OF STATE FOR THE HOME DEPARTMENT

**MASTER SITE AGREEMENT
TO PERMIT THE SITING OF TELECOMMUNICATIONS EQUIPMENT
AT CELLNEX HIGH TOWERS RADIO STATIONS**

THIS AGREEMENT is made on 15 November 2022

BETWEEN:

- (1) **CELLNEX CONNECTIVITY SOLUTIONS LIMITED** (Company No. 04134381) whose registered office is at R+ 2 Blagrove Street Reading RG1 1AZ ("**CELLNEX**" which expression includes its successors, permitted assigns and transferees); and
- (2) **SECRETARY OF STATE FOR THE HOME DEPARTMENT** whose principal office is at 2 Marsham Street, Westminster, London, SW1P 4DF ("**Licensee**").

together or singularly known as a Party or the Parties

INTRODUCTION

- A BT and Cellnex have entered into an agreement ("BT MSA") by which Cellnex have been granted the rights to market and operate a number of CELLNEX High Towers which include the Stations which are subject to this Agreement.
- B The Licensee proposes to locate certain of its telecommunications equipment for the purposes of the Emergency Services Network on CELLNEX High Towers situated at the Stations. The purpose of this Agreement is to provide a framework for Cellnex to licence the Licensee at the Stations and to set out the terms applicable to all licences for the shared use of those Stations.

THE PARTIES AGREE AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions will have the followings meanings:

"Act of Insolvency"	in relation to either Party means: (a) it is unable to pay its debts as defined in section 123 of the Insolvency Act
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	<p>1986 (referred to as the Act in the remainder of this definition); or</p> <p>(b) a proposal is made for a voluntary arrangement under Part I of the Act;</p> <p>or</p> <p>(c) a petition is presented for an administration order under Part II of the Act; or</p> <p>(d) it goes into liquidation as defined in section 247(2) of the Act (other than a voluntary winding-up solely for the purpose of amalgamation or reconstruction while solvent); or</p> <p>(e) a provisional liquidator is appointed under section 135 of the Act; or</p> <p>(f) a proposal is made for a scheme of arrangement under sections 895 to 901 of the Companies Act 2006;</p>
"Agreement"	means this agreement including any agreed Supplemental License(s) or schedules or annexures attached to this Agreement from time to time;
"Aerial Support Structure"	means the relevant mast or tower on which the Licensee's Aerials are affixed;
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Electronic Communications Code	means Schedule 3A of the Communications Act 2003;
“Engineer’s Working Hours”	means those hours worked by any CELLNEX Personnel engaged as a field engineer [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Emergency”	means a situation where immediate action is required in order to prevent or limit injury to persons or damage to property or to address urgent operational issues affecting ESN;
“Environmental Levies”	means any tax, charge or levy properly imposed on or incurred by CELLNEX under any present or future mandatory carbon reduction tax, any carbon emissions trading scheme that relates to the consumption of energy;
"Equipment Cabin (or Cabinet)"	means any building or other accommodation described in the Supplemental Licence which is located on the Station and is used to house any part of the Licensee's Apparatus;
“ESN”	means the Emergency Services Network critical communications system used by the emergency services [REDACTED];
“ICNIRP”	means the International Commission on Non-Ionising Radiation Protection;
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]

	<p>[REDACTED]</p> <p>[REDACTED]</p>
“Licence Fee”	<p>means the annual fee, [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] payable by the Licensee for the Licensee’s Equipment on the Station(s) [REDACTED];</p>
"Licensee's Aerials"	<p>means the Licensee's Aerials listed in Annex 2 of the Supplemental Licence;</p>
"Licensee's Apparatus"	<p>means radio and ancillary equipment of the Licensee installed within the Equipment Cabin and listed in Annex 2 of the Supplemental Licence;</p>
"Licensee's Equipment"	<p>collectively means the Licensee's Apparatus, Licensee’s Feeders and Licensee’s Aerials listed in Annex 2 of the Supplemental Licence;</p>
“Licensee’s Feeder(s)”	<p>means those feeders or cables linking the Licensee’s Apparatus to the Licensee’s Aerials and listed in Annex 2 of the Supplemental Licence;</p>
“Licensee’s Personnel”	<p>means any employee, agent or contractor of the Licensee or anyone acting in such capacity in the reasonable opinion of CELLNEX;</p>
“Licensee’s Visitors”	<p>means anyone visiting the Station(s) for the purposes of inspecting, maintaining or adjusting the Licensee’s Equipment on behalf of the Licensee;</p>
[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
“OFCOM”	<p>means the regulatory body responsible for the management of the civil radio spectrum in the UK;</p>

<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>"Permitted Use"</p>	<p>means use as an electronic communications station for the receiving, processing and transmitting of electronic communications [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED];</p>
<p>"Regulatory Event"</p>	<p>means either:</p> <p>(a) in relation to either party the addition, modification or removal of a condition applying to a regulatory licence issued to such party; or</p> <p>(b) the making by any central or local government body, quasi non governmental organisation, commission, agency, regulatory authority or court of law of any judgement, determination, decision, direction or order which materially affects the ability of either party to perform its obligations under this Agreement or</p>

1.4 The provisions of this Agreement shall take effect from the date set out at the beginning of this Agreement.

2 GRANT OF CONSENT

2.1 In respect of each Station and in consideration of the Licence Fee CELLNEX grants to the Licensee the right to install, use, inspect, maintain, operate and adjust the Licensee's Equipment, Third Party Cabling, telecommunications cabling and associated or ancillary apparatus specified in the relevant Supplemental Licence [REDACTED]

[REDACTED]:

[REDACTED]

2.1.4

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

2.2.2 [Redacted text block]

3 OBLIGATIONS OF THE LICENSEE

The Licensee undertakes to CELLNEX:

3.1 to pay to CELLNEX the Charges in accordance with clauses 6 and 7 below;

3.2 [Redacted text block]

3.3 [Redacted text block]

3.3.1 [Redacted text block]

[Redacted text block]

3.3.2 [Redacted text block]

[Redacted text block]

3.5 [Redacted text block]

3.6 where appropriate, to provide to CELLNEX the Licensee's Aerials and the Licensee's Feeders to enable the same to be installed by CELLNEX;

3.7 [Redacted text block]

3.8 [Redacted text block]

[REDACTED]

3.12 to ensure that the Licensee's Equipment (or any part of it) does not put any person in danger of death or injury or cause any damage to any Station(s) or to other property, [REDACTED]

[REDACTED]

3.13 to keep the Licensee's Equipment safe and in good and sufficient repair [REDACTED]

[REDACTED]

3.14 at all times to comply with the provisions of all regulations under any general and local by-laws, acts of parliament and any regulations or orders made thereunder and to obtain (and observe and perform the conditions of) all and any necessary licences, approvals, clearances or consents necessary lawfully to operate the Licensee's Equipment;

3.15 [REDACTED]

3.16 to ensure that whilst at any Station(s), the Licensee's Visitors shall behave in a responsible manner and comply with all reasonable requests of any CELLNEX Personnel;

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

3.21

[Redacted text block]

3.22 not to deposit or leave rubbish and/or any redundant materials in or on the Station(s);

[Redacted]

4 OBLIGATIONS OF CELLNEX

CELLNEX agrees with the Licensee:

- 4.1 to maintain each Station (including access) and each Aerial Support Structure and Equipment Cabin (or Cabinet) to a standard that adequately supports installation and operation of the Licensee's Equipment for the Permitted Use;

[REDACTED]

- 4.7 to provide the Licensee with a 24 hour point of contact with whom the Licensee will liaise in the event of any matters arising in respect of the Licensee's Equipment at any Station(s). Such contact to be detailed in the relevant Supplemental Licence(s).

5 AGREEMENT AND DECLARATION

CELLNEX and the Licensee agree and declare as set out below.

- 5.1 CELLNEX may:

- (i) refuse entry to any Station(s) to any person who does not produce suitable documentary identification and authorisation to CELLNEX Personnel at a Station(s); and
- (ii) refuse admittance to or require removal from a Station(s) of any person whose presence CELLNEX reasonably considers undesirable. Action taken under this clause 5.1 shall be notified in writing to the Licensee by CELLNEX.

[Redacted]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 CHARGES AND PAYMENTS

[REDACTED] CELLNEX will issue the Licensee with an invoice for the Licence Fee yearly in advance [REDACTED]
[REDACTED] in each year [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.5 All charges will be invoiced and paid in pounds sterling unless otherwise directed in writing by CELLNEX. VAT, which is payable by the Licensee, will be added to CELLNEX's invoices as appropriate.

6.6 [REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

7.1 [Redacted]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9 CONFIDENTIALITY

9.1 The parties agree to keep in confidence any information (whether written or oral) of a confidential nature obtained under or in connection with this Agreement. The parties shall not without the written consent of the other party (such consent not to be unreasonably withheld or delayed) disclose that information to any person other than:

[REDACTED]

[Redacted text block]

[Redacted]

14. ENTIRE AGREEMENT

14.1 This Agreement contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

14.2 The parties acknowledge and agree that:

- (i) they have not been induced to enter into this Agreement by, nor have relied on, any statement, representation, warranty or other assurance not expressly incorporated into it; and
- (ii) in connection with this Agreement their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded.

14.3 The provisions of clauses 14.1 and 14.2 above shall not affect the parties rights or remedies in relation to any fraud or fraudulent misrepresentation.

14.4 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

[REDACTED]

16. NOTICES

16.1 Notices given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

To the Licensee:

[REDACTED]

or to such other contact names and addresses as shall be notified in writing to the relevant party from time to time.

16.2 Any notice given in accordance with the above shall be deemed to have been served (i) if sent by first class post, two Working Days after posting; and (ii) if delivered by courier or by hand, at the time of delivery.

17 NO TENANCY

17.1 Nothing in this Agreement or done under it shall create any tenancy nor shall be treated or construed as creating the relationship of Landlord and Tenant between the parties in respect of any part of any Station(s).

17.2 This Agreement shall not confer upon the Licensee the right to the exclusive possession of any building or structure (or any part of any buildings or structure) at any Station or any other part of the Station(s).

[REDACTED]

18 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

19 LAW AND JURISDICTION

19.1 This Agreement in so far as it relates to Stations in England and Wales (and the Agreement as a whole where it includes one or more Stations in England and Wales) shall be governed and

construed in accordance with the law of England and Wales and the exclusive jurisdiction of the English Courts shall apply.

19.2 This Agreement in so far as it relates to Stations in Scotland shall be governed and construed in accordance with the law of Scotland and the jurisdiction of the Scottish Courts shall apply.

SCHEDULE 1
FORM OF SUPPLEMENTAL LICENCE

This SUPPLEMENTAL LICENCE is made on 202[]

BETWEEN:

- (1) **CELLNEX CONNECTIVITY SOLUTIONS LIMITED** (Company Number 04134381) whose registered office is at R+, 4th Floor, 2 Blagrove Street, Reading, RG1 1AZ (“CELLNEX”) and
- (2) **SECRETARY OF STATE FOR THE HOME DEPARTMENT** whose principal office is at 2 Marsham Street, Westminster, London, SW1P 4DF (“Licensee”).

This Supplemental Licence is supplemental to the master site agreement made on [] 2022 between CELLNEX and the Licensee (the “Master Agreement”).

OPERATIVE PROVISIONS:

- 1 The terms defined in the Master Agreement shall have the same meanings in this Supplemental Licence.
- 2 Where appropriate the provisions in the Electronic Communications Code shall apply to such of the Licensee’s Equipment as shall comprise “electronic communications apparatus” as defined in paragraph 5(1) of the Electronic Communications Code.
- 3 In consideration of the Licence Fee specified in Annex 1 CELLNEX hereby grants to the Licensee the Consents in respect of the Licensee’s Equipment to be kept at the Station(s) set out in Annex 2 hereto and subject always to the provisions of the Master Agreement in all respects (save as may be varied herein).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ANNEX 1 - OF THE SUPPLEMENTAL LICENCE
SITE SPECIFIC PROVISIONS

CELLNEX Site:

CELLNEX Site Ref:

Customer Site Ref:

The commencement date for this Supplemental Licence is the date of completion of the licence.

Annual Licence Fees in respect of the Site: £XXXX per annum



ANNEX 2 – OF THE SUPPLEMENTAL LICENCE
SITE AND EQUIPMENT DETAILS/



THIS SUPPLEMENTAL LICENCE has been entered into by the parties on the date stated at the beginning of this agreement.

Signed for and on behalf of CELLNEX CONNECTIVITY SOLUTIONS LIMITED

Signed

Name

Job Title

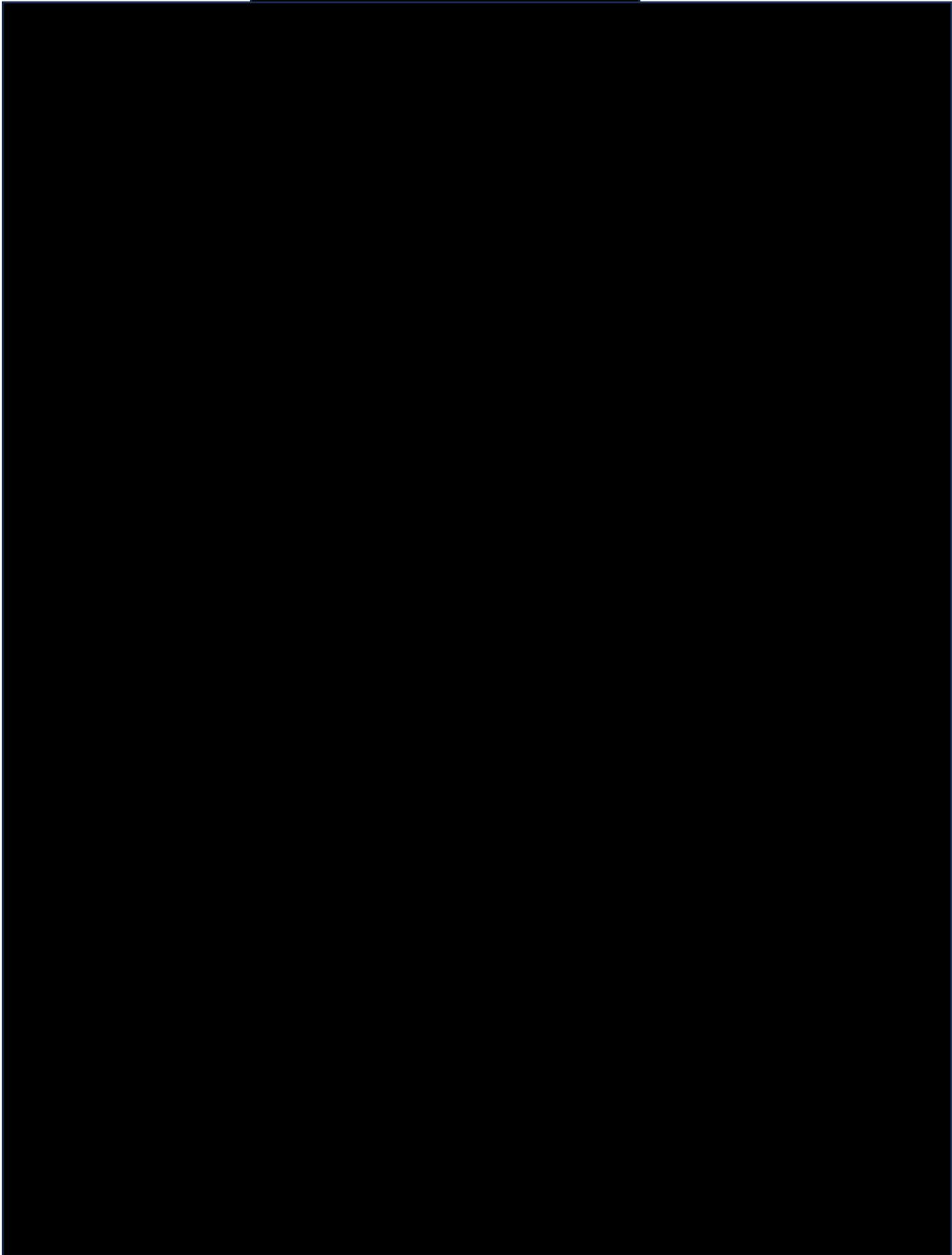
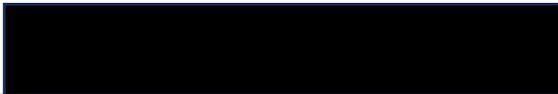
Signed for and on behalf of SECRETARY OF STATE FOR THE HOME DEPARTMENT

Signed

Name

Job Title

.....



[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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[REDACTED]		
[REDACTED]		

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

THIS AGREEMENT has been entered into by the parties on the date stated at the beginning of this agreement.

Signed for and on behalf of **CELLNEX CONNECTIVITY SOLUTIONS LIMITED**

Signed

Name

Job Title



Signed for and on behalf of **SECRETARY OF STATE FOR THE HOME DEPARTMENT**

Signed

Name

Job Title

