

SCHEDULE 28

Site Assumptions

This is Schedule 28 comprising the Site Assumptions

between

CUMBRIA COUNTY COUNCIL

and

LANCASHIRE COMBINED FIRE AUTHORITY

and

MERSEYSIDE FIRE AND RESCUE AUTHORITY

and

BALFOUR BEATTY FIRE AND RESCUE NW LIMITED

CONFORMED COPY

SCHEDULE 28

Site Assumptions

1. DEFINITIONS

In this Schedule 28 the following expressions (in addition to those specified in clause 1 (Definitions and Interpretation) and Schedule 13 (Title Deeds)) shall, save where the context or the express provisions of this Agreement otherwise requires or admits, have the following meanings:

"Belle Vale Rights"	means the mines and minerals rights excepted out of the title to the Site together with the ancillary rights of working referred to at entry 2 of the Property Register of the Belle Vale Register of Title;
"Birkenhead Licence Land"	means the land shown coloured blue on the plan attached to the licence made between (1) North West Ambulance Service National Health Service Trust and (2) Merseyside Fire and Rescue Authority dated 24 January 2011;
"Birkenhead Restrictive Covenants"	means each of the restrictive covenants set out or referred to at entries 2 to 12 inclusive of the Charges Register of the Birkenhead Register of Title;
"Birkenhead Rights"	means the rights and/or covenants referred to at entry 1 of the Charges Register of the Birkenhead Register of Title affecting the land tinted pink of the Birkenhead Title Plan;
"Birkenhead Title Plan"	means the Land Registry official copy of the title plan for title number MS478489 dated 13 January 2011 at 11:50:46;
"Birkenhead Wirral Rights"	means the rights granted by an agreement dated 15 September 2003 made between (1) Wirral Borough Council (2) The Merseyside Fire and Civil Defence Authority and (3) The Secretary of State for Health set out at entry 3 of the Property Register of the Birkenhead Register of Title;
"Blackburn Lease Cause"	has the meaning attributed to it in paragraph 2.6.5.4 of this Schedule 28;
"Blackburn Lease Excluded Land"	has the meaning attributed to it in paragraph 2.6.5.10 of this Schedule 28 (Site Assumptions);
"Burnley Restrictive Covenants"	means the restrictive covenants and easements referred to in entry 1 of the Charges Register of the Burnley Register of Title;
"Carlisle (East) Blue Land"	means the land tinted blue on the Carlisle (East) Title Plan;
"Carlisle (East) Restrictive Covenants"	means the restrictive covenants relating to the Carlisle (East) Blue Land referred to at entry 1 of the Charges Register of the Carlisle (East) Register of Title;
"Carlisle (East) Retained Land"	means the land tinted yellow on the Carlisle (East) Title Plan;

"Carlisle (East) Title Plan"	means the Land Registry official copy of the title plan for title number CU235638 dated 16 March 2009 at 11:10:52;
"Carlisle West 1922 Conveyance"	means the conveyance dated 6 July 1922 between (1) Edgar Robert Henry Moorsom and (2) Carlisle Corporation;
"Carlisle West 1925 Conveyance"	means the conveyance dated 31 December 1925 between (1) Edgar Robert Henry Moorsom and (2) Carlisle Corporation;
"Carlisle West 2010 Deed of Grant"	means the deed of grant made between (1) The Council of the City of Carlisle and (2) Cumbria County Council dated 10 December 2010;
"Carlisle West 2010 Transfer"	means the transfer made between (1) Cumbria County Council and (2) The Council of the City of Carlisle dated 10 December 2010;
"Carlisle West Additional Land"	means that land registered under title number CU258300;
"Carlisle West Additional Land Exceptions"	means the exceptions and reservations listed as 'Rights for the benefit of the Property in Batch Plans where there is Retained Land' in the extract of the transfer dated 9 December 2002 made between (1) The Council of the City of Carlisle and (2) Carlisle Housing Association extracted at entry 2 to the Property Register to title number CU258300 as at the date of this Agreement;
"Carlisle West Easement Area"	means the area of land shown shaded green on the plan annexed to the Carlisle West 2010 Deed of Grant;
"Carlisle West Grantor"	means the Council of the City of Carlisle in its capacity as the "Grantor" in the Carlisle West 2010 Deed of Grant and all successors and assigns;
"Carlisle West Positive Covenants"	means the covenants contained at paragraph 12.3 of Panel 12 of the Carlisle West 2010 Transfer;
"Chorley 1945 Conveyance"	means the conveyance of the land tinted yellow and tinted blue on the Chorley Title Plan and other land dated 23 June 1945 made between (1) Thomas Arthur Tatton and (2) Thomas Arthur Tatton and Sir Everard Talbot Scarisbrick and (3) Minister of Supply referred to at entry 1 of the Charges Register of the Chorley Register of Title;
"Chorley 1964 Deed of Grant"	means the deed of grant dated 3 July 1964 made between (1) the Minister of Aviation and (2) John Augustine Kevill, Ruth Agnes Glaister and Martin Halliwell Kevill referred to at entry 5 of the Charges Register of the Chorley Register of Title;
"Chorley Access Road"	means the access road shown tinted blue, crossed and edged red, and crossed and edged blue on the Chorley Title Plan;
"Chorley Blue Land"	means the land edged blue on the Chorley Title Plan as referred to at entry 6 of the Charges Register of the Chorley Register of Title;

"Chorley Exceptions"	means the exceptions, reservations and covenants set out in the Chorley 1945 Conveyance, the Chorley 1964 Deed of Grant and any other matter contained or referred to in the Schedule to the Chorley 1964 Deed of Grant;
"Chorley Title Plan"	means the Land Registry official copy of the title plan for title number LA818216 dated 13 January 2011 at 15:57:07;
"Definitive Map"	has the meaning given to it in section 53(1) of the Wildlife and Countryside Act 1981;
"Fleetwood 1937 Conveyance"	means the conveyance dated 01 September 1937 made between (1) The Fleetwood Estates Limited and (2) The Mayor Alderman and Burgesses of the Borough of Fleetwood, referred to at entry 1 of the Charges Register of the Fleetwood Register of Title;
"Fleetwood Restrictive Covenants"	means the restrictive covenants contained and set out in the Fleetwood 1937 Conveyance;
"Formby Restrictive Covenants"	means any restrictive covenants as may have been imposed on the Site before 17 March 2004, referred to at entry 1 of the Charges Register of the Formby Register of Title;
"Kirkdale (Decant) Land"	means the land registered under title number MS138505 at 06 January 2011 at 16:01:13;
"Kirkdale (Main) 1997 Transfer"	means the transfer dated 22 October 1997 made between (1) Merseyside Fire and Civil Defence Authority and (2) Merseyside Development Corporation referred to at entry 3 of the Property Register of the Kirkdale (Main) Register of Title;
"Kirkdale (Main) 1997 Transfer Land"	means the land shown edged red on the plan attached to the Kirkdale (Main) 1997 Transfer;
"Merseyside Letting Documents"	means any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Merseyside Sites may be subject, but excluding, for the avoidance of doubt, the Southport (Decant) NWAS Agreement for Lease, the Southport (Main) NWAS Agreement for Lease, and the Newton-le-Willows Substation Lease;
"Merseyside Relevant Date"	means, in respect of each Merseyside Site, the date of entry by the Contractor and its sub-contractors for the purposes of demolition of the Existing Station at that Site in accordance with the Construction Programme other than in respect of the Southport (Temporary Site) and the Kirkdale (Temporary Site) where such date shall be the relevant Start on Site Date;
"Merseyside Sites"	means the Sites at: <ul style="list-style-type: none"> (a) Belle Vale; (b) Birkenhead;

- (c) Bootle Netherton Fire Station;
- (d) Formby;
- (e) Kirkdale;
- (f) Kirkdale (Temporary Site);
- (g) Newton-le-Willows;
- (h) Southport; and
- (i) Southport (Temporary Site);

"Newton-le-Willows 1981 Covenants"	means the covenants set out at clause 3 of the Newton-le-Willows 1981 Deed of Grant;
"Newton-le-Willows 1981 Deed of Grant"	means the deed of grant dated 04 June 1981 between (1) The County Council of Merseyside and (2) The North Western Electricity Board referred to at entry 1 of the Charges Register of the Newton-le-Willows Register of Title;
"Newton-le-Willows 1981 Rights"	means the rights granted at clause 1 of the Newton-le-Willows 1981 Deed of Grant;
"Newton-le-Willows 1998 Agreement"	means the agreement dated 09 November 1998 made between (1) The Merseyside Fire and Civil Defence Authority and (2) The Secretary of State for Health, referred to at entry 2 of the Charges Register of the Newton-le-Willows Register of Title;
"Newton-le-Willows 1998 Rights"	means the rights granted at clause 6 of the Newton-le-Willows 1998 Agreement;
"Newton-le-Willows Ambulance Station"	means the land comprised in title number MS412147 as at the date of this Agreement;
"Newton-le-Willows Ambulance Station Rights"	means any rights (whether existing or in the process of being acquired) exercisable over the Site which benefit the Newton-le-Willows Ambulance Station or any person having an interest in the Newton-le-Willows Ambulance Station;
"Newton-le-Willows Party Wall Award"	means the party wall award dated 21 October 2008 between (1) Merseyside Fire and Rescue Service and (2) North West Ambulance Service;
"Newton-le-Willows Rights"	means the rights granted at clause 1 of the Newton-le-Willows 1998 Agreement;
"Newton-le-Willows Substation Lease"	means the lease dated 30 November 2010 between Merseyside Fire and Rescue Authority and Electricity North West Limited;
"Newton-le-Willows Substation Rights"	means any and all rights granted to the tenant of the Newton-le-Willows Substation Lease;
"Newton-le-Willows Tank"	means the underground diesel tank coloured yellow and fuel interceptor chambers shown on the plan annexed to the Newton-le-Willows 1998 Agreement;

"Patterdale Additional Lease"	means the lease between (1) Patterdale Hall Estates and (2) Patterdale Mountain Rescue Association Limited dated 10 June 1998 registered at the Land Registry with title number CU140100;
"Patterdale Blue Land"	means the land tinted blue on the Patterdale Title Plan;
"Patterdale Brown Land"	means the land coloured brown on the plan attached to the Patterdale Deed of Grant;
"Patterdale Deed of Grant"	means the deed of grant dated 19 September 1997 made between (1) Cumbria County Council and (2) Cumbria Police Authority referred to at entry 2 of the Property Register of the Patterdale Register of Title;
"Patterdale Easement Area"	means such land between the Site boundary and Grisedale Beck as is necessary for the exercise of the Patterdale Rights;
"Patterdale Land"	means all that land registered under title number CU228408 dated 13 January 2011 at 16:00:57 (excluding the Patterdale Lease Land) and title number CU211574 at 14 January 2011 at 12:19:38;
"Patterdale Lease"	means the lease between (1) Patterdale Hall Estate Limited and (2) Patterdale Mountain Rescue Association Limited dated 17 December 1999 registered under title number CU152782 and referred to at entry 1 of the Charges Register of the Patterdale Register of Title;
"Patterdale Lease Land"	means any part of the land edged red on the title plan of CU152782 which is subject to the Patterdale Lease;
"Patterdale Licence"	means the licence made between (1) Patterdale Mountain Rescue Association Limited and (2) Cumbria County Council dated 11 November 2010;
"Patterdale Mountain Rescue"	means Patterdale Mountain Rescue Association Limited or its successors or assigns to the tenant's part of the Patterdale Additional Lease or any person authorised by them;
"Patterdale Mountain Rescue Site"	means such parts of the land adjoining the Site at Patterdale which is at the date of this Agreement leased by Patterdale Mountain Rescue and subject to the Patterdale Additional Lease as may be necessary for the carrying out of the Works and/or the delivery of the Services in accordance with the provisions of this Agreement;
"Patterdale Police Station Land"	means that land referred to as the "Second Property" in the Patterdale Deed of Grant;
"Patterdale Rights"	has the meaning given to it in paragraph 2.3.8 of this Schedule 28 (Site Assumptions);
"Patterdale Title Plan"	means the Land Registry official copy of the title plan for title number CU228408 dated 13 January 2011 at 16:00:36;

"Penrith Additional Land"	means the land which is subject to the Penrith CCC Transfer;
"Penrith Areas 5 and 7"	means the areas labelled 'Area 5' and 'Area 7' respectively on the Penrith CCC Transfer;
"Penrith CCC Positive Covenant"	means the positive covenant contained at paragraph 5.1.3 of Panel 12 of the Penrith CCC Transfer;
"Penrith CCC Transfer"	means the transfer made between (1) Cumbria Police Authority and (2) Cumbria County Council dated 7 January 2011;
"Penrith CPA Car Park"	means the area of land comprising Area 5 and Area 6 (as such terms are defined in the Penrith CCC Transfer) and the area between Area 5 and Area 6;
"Penrith CPA Deeds"	means: <ul style="list-style-type: none"> (a) the deed made between (1) Christopher John Parkes and Thomas Stokes George Hugh Robert Aikman and (2) The Penrith Urban District Council dated 15 February 1907; (b) the deed made between (1) Christopher John Parkes and, Thomas Stokes and George Hugh Robert Aikman and (2) the Penrith Urban District Council dated 20 February 1909; and (c) the deed made between (1) Geoffrey Thomas Middleton Carleton Couper (2) Robert Burra and Ella Elizabeth Couper and (3) The Penrith Urban District Council dated 03 June 1938;
"Penrith CPA Positive Covenant"	means the positive covenant contained at paragraph 7.1 of Panel 12 of the Penrith CCC Transfer;
"Penrith CPA Restriction"	means the obligation not to dedicate Area 3A (as the same is defined in the Penrith CCC Transfer) and to use only as a private road contained in paragraph 12.2 of Panel 12 of the Penrith CCC Transfer;
"Penrith CPA Right"	means the right to call for the transfer back of the Penrith Additional Land contained at paragraph 12.2 of Panel 12 of the Penrith CCC Transfer;
"Penrith CPA Transfer"	means the transfer made between (1) Cumbria County Council and (2) Cumbria Police Authority dated 07 January 2011;
"Penrith Deed of Grant"	means the deed of grant dated 20 June 1956 made between (1) Cumberland County Council and (2) Penrith Urban District Council referred to in entry 3 of the Charges Register of the Penrith Register of Title;
"Penrith Hammerhead Area Car Park Works"	means the works carried out on the land edged purple on the Site Plan for Penrith as set out at Schedule 29 (Site Plans);
"Penrith Restrictive Covenants"	means the restrictive covenants contained at paragraph 6.1 of Panel 12 of the Penrith CCC Transfer;

"Penrith Retained Land"	means the land owned by Cumbria County Council registered under title number CU216038 as shown on the Penrith Register of Title which is not subject to the Penrith Mill Strip Tenancy;
"Penrith Substation Lease"	means the lease proposed to be entered into between Cumbria County Council and the electricity provider;
"Penrith Substation Lease Landlord"	means Cumbria County Council in its capacity as "Landlord" under the Penrith Substation Lease or its successors or assigns;
"Penrith Substation Lease Tenant"	means the electricity provider in its capacity as "Tenant" under the Penrith Substation Lease or its successors or assigns;
"Southport (Decant) 1885 Conveyance"	means the conveyance dated 29 September 1885 made between (1) Edward Fleetwood Hesketh and (2) Southport Corporation referred to at entry 1 and entry 2 of the Charges Register of title number MS509219 dated 06 January 2011 at 16:17:03;
"Southport (Decant) Agreement for Head Lease"	has the meaning given to it in Schedule 13 (Title Deeds);
"Southport (Decant) Head Lease"	means the lease to be entered into between Sefton Metropolitan Borough Council and Merseyside Fire and Rescue Authority in the Agreed Form;
"Southport (Decant) Head Lease Tenant Covenant"	means any covenant, provision, obligation, right, liability or restriction in the Southport (Decant) Head Lease on the part of the Southport (Decant) Tenant;
"Southport (Decant) Landlord"	means Sefton Metropolitan Borough Council in its capacity as "Landlord" under the Southport (Decant) Head Lease and/or Southport (Decant) Agreement for Head Lease or its successors or assigns;
"Southport (Decant) NWAS Agreement for Lease"	means the agreement for lease to be entered into between the Merseyside Fire and Rescue Authority and the North West Ambulance Service National Health Service Trust in relation to the Site at Southport (Temporary Station);
"Southport (Decant) NWAS Landlord"	means the Merseyside Fire and Rescue Authority in its capacity as "Landlord" under the Southport (Decant) NWAS Lease and/or the Southport (Decant) NWAS Agreement for Lease (including, in each case, its successors or assigns);
"Southport (Decant) NWAS Lease"	means the lease to be entered into between the Merseyside Fire and Rescue Authority and the North West Ambulance Service National Health Service Trust in relation to the Site at Southport (Temporary Station);
"Southport (Decant) NWAS Tenant"	means the North West Ambulance Service National Health Service Trust in its capacity as "Tenant" under the Southport (Decant) NWAS Lease and/or the Southport (Decant) NWAS Agreement for Lease (including, in each case, its successors or assigns);
"Southport (Decant)"	means the Merseyside Fire and Rescue Authority in its capacity

Tenant"	as "Tenant" under the Southport (Decant) Head Lease or its successors or assigns;
"Southport (Main) 1920 Conveyance"	means the conveyance dated 15 July 1920 made between (1) Francis Robert Anderton and John Ernie Money and (2) Southport Corporation, referred to at entry 1 and entry 2 of the Charges Register of the Southport (Main) Register of Title;
"Southport (Main) 1920 Rights"	means the rights reserved out of the Southport (Main) 1920 Conveyance referred to at entry 2 of the Charges Register of the Southport (Main) Register of Title;
"Southport (Main) 2008 Transfer"	means the transfer dated 23 June 2008 made between (1) The Metropolitan Borough of Sefton and (2) Merseyside Fire and Rescue Service referred to at entry 3 of the Charges Register of the Southport (Main) Register of Title;
"Southport (Main) Ambulance Land"	means the part of the land registered under title number MS555018 which the North West Ambulance Service National Health Service Trust may be entitled to occupy from time to time;
"Southport (Main) Authority Land"	means the land edged green on the plan attached to the Southport (Main) Deed of Grant;
"Southport (Main) Benefitted Land"	means the land edged red on the plan annexed to the Southport (Main) Deed of Grant;
"Southport (Main) Covenants"	means the covenants contained at clause 5.1 and Part 1 of the Second Schedule to the Southport (Main) Deed of Grant;
"Southport (Main) Deed of Grant"	means the deed of grant dated 23 June 2008 made between (1) Merseyside Fire and Rescue Authority and (2) The Secretary of State for Communities and Local Government, referred to at entry 2 of the Property Register and entry 2 of the Proprietorship Register of the Southport (Main) Register of Title;
"Southport (Main) Full Planning Permission"	means the full planning permission granted in respect of the Site at Southport dated 21 August 2010;
"Southport (Main) Grantee"	means the Secretary of State as counterparty to the Southport (Main) Deed of Grant and his successors in title;
"Southport (Main) NWAS Agreement for Lease"	means the agreement for lease to be entered into between the Merseyside Fire and Rescue Authority and the North West Ambulance Service National Health Service Trust in relation to the Site at Southport;
"Southport (Main) NWAS Landlord"	means the Merseyside Fire and Rescue Authority in its capacity as "Landlord" under the Southport (Main) NWAS Lease and/or the Southport (Main) NWAS Agreement for Lease (including, in each case, its successors or assigns);
"Southport (Main) NWAS Lease"	means the lease to be entered into between the Merseyside Fire and Rescue Authority and the North West Ambulance Service National Health Service Trust in relation to the Site at Southport;
"Southport (Main) NWAS"	means the North West Ambulance Service National Health

Tenant"	Service Trust in its capacity as "Tenant" under the Southport (Main) NWAS Lease and/or the Southport (Main) NWAS Agreement for Lease (including, in each case, its successors or assigns);
"Southport (Main) Plant Room"	means the plant room located at or near the Site at Southport;
"Southport (Main) Rights"	means the rights granted for the benefit of the Site and the rights reserved for the benefit of the Southport (Main) Authority Land pursuant to Part 2 of the First Schedule to the Southport (Main) Deed of Grant;
"Workington 1911 Mining Lease"	means the mining lease dated 13 November 1911 between (1) James Potts and William James Heskett (2) Mary Anne Susan Curwen (3) Alan Delancy Curwen and (4) Workington Iron and Steel Company Limited referred to at clause 1(a) of the conveyance referred to at entry 3 of the Property Register of the Workington Register of Title;
"Workington Access Road"	means the property coloured red on the plan attached to the transfer between Cumbria County Council and Allerdale Borough Council dated 02 December 2010;
"Workington Access Road Rights"	has the meaning attributed to it at paragraph 2.5.2 of this Schedule 28 (Site Assumptions);
"Workington Easement Area"	means such land between the Site boundary and Eller Beck as is necessary for the exercise of the Workington Rights; and
"Workington Rights"	has the meaning attributed to it in paragraph 2.5.8 of this Schedule 28 (Site Assumptions).

2. For the purposes of limb (c) of the definition Compensation Event, the Site Assumptions are as follows:

2.1 in relation to the Site at Carlisle East:

2.1.1 any rights to mine, excavate and extract minerals in favour of the Manor of Botchergate referred to at entry 2 of the Property Register of the Carlisle (East) Register of Title will not be exercised, that there are no claims outstanding in relation to such rights and that no claims will be made in relation to such rights;

2.1.2 the exercise of any rights in favour the Carlisle (East) Retained Land over the Site relating to the passage of water, soil or other services together with the right to enter the Site for the purposes of inspecting, maintaining, repairing, renewing and cleansing the same and any works relating to making good any damage caused in relation to the exercise of such rights, referred to at entry 4 of the Property Register of the Carlisle (East) Register of Title will not impact on the carrying out of the Works and/or the delivery of the Services; and

2.1.3 the carrying out of the Works and/or delivery of the Services in accordance with this Agreement will not constitute a nuisance, annoyance or disturbance which would breach any of the Carlisle (East) Restrictive Covenants.

2.2 in relation to the Site at Carlisle West:

- 2.2.1 any information in relation to the Carlisle West Additional Land which could have been disclosed in Replies to Enquiries if Replies to Enquiries in relation to the Carlisle West Additional Land had been made available to the Contractor in terms of this Agreement shall not impact upon the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement;
- 2.2.2 there are no claims outstanding and no claims will be made or any enforcement action taken or threatened in respect of the Carlisle West Positive Covenants;
- 2.2.3 in relation to the Carlisle West Easement Area, the Contractor and its sub-contractors shall be fully entitled to exercise the rights set out at clause 4 of the Carlisle West 2010 Deed of Grant without interference or interruption until such time as the surface water drainage has been installed across the Carlisle West Easement Area;
- 2.2.4 the Carlisle West Grantor has complied with and will continue to comply at all times with the covenants contained at clause 5 of the Carlisle West 2010 Deed of Grant;
- 2.2.5 the exercise or enforcement of any rights or covenants contained in the Carlisle West 1922 Conveyance and the Carlisle West 1925 Conveyance will not impact on the carrying out of the Works and/or the delivery of the Services; and
- 2.2.6 in respect of the Carlisle West Additional Land Exceptions:
 - 2.2.6.1 none of the Carlisle West Additional Land Exceptions will impact on the carrying out of the Works and/or the delivery of the Services; and
 - 2.2.6.2 there are no claims outstanding and no claims will be made during the Contract Period.

2.3 in relation to the Site at Patterdale:

- 2.3.1 the exercise of any rights over the Patterdale Land by (i) the tenant (or successors in title) under the Patterdale Lease or (ii) any tenant (or successor in title) under any sub-lease granted over the Patterdale Lease Land or (iii) any person authorised under the Patterdale Lease (or any superior interest) will not impact on the carrying out of the Works and/or the delivery of the Services;
- 2.3.2 the exercise of the rights granted under the Patterdale Deed of Grant over the Patterdale Brown Land for the right of way on foot and with vehicles at all times will not impact on the carrying out of the Works and/or the delivery of the Services;
- 2.3.3 the exercise of the right granted under the Patterdale Deed of Grant over the area referred to as the "fire station yard" in the Patterdale Deed of Grant for the purposes of delivering oil to the Patterdale Police Station Land, will not impact on the carrying out of the Works and/or the delivery of the Services;

- 2.3.4 the Patterdale Licence shall be disregarded for the purposes of this Agreement including the requirement to demonstrate that the Contractor has complied with its obligations under clause 16.6.3 of this Agreement;
 - 2.3.5 any action taken or not taken on the part of Patterdale Mountain Rescue, the landlord for the time being under the Patterdale Additional Lease, the freeholder of the Patterdale Mountain Rescue Site and/or the Authorities shall not impact on the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement (and there are no incumbrances, leasehold or other third party rights affecting the Patterdale Mountain Rescue Site which could restrict or otherwise limit the exercise of such rights);
 - 2.3.6 the Contractor and its sub-contractors have all rights over and in respect of the Patterdale Mountain Rescue Site which are necessary for the carrying out of the Works and/or the delivery of the Services in accordance with the terms of this Agreement;
 - 2.3.7 on or prior to any assignment, novation or transfer by Cumbria County Council of its rights and obligations under this Agreement to a third party in accordance with clause 70 (Assignment and Sub-Contracting), Cumbria County Council shall procure at its own cost the grant to the relevant third party of a licence over the Patterdale Mountain Rescue Site on such terms as the Contractor deems necessary to facilitate the carrying out of the Works and/or the delivery of the Services; and
 - 2.3.8 the Site has the benefit of full, free and unobstructed rights to use, inspect, maintain, repair and renew any Services Media for the passage of surface water on, over or through the Patterdale Easement Area (the "**Patterdale Rights**"), the associated right to enter onto the Patterdale Easement Area at any time in the exercise of the Patterdale Rights and the right to drain surface water into the watercourse to the north of the Site and the Contractor and its sub-contractors are entitled to exercise such rights.
- 2.4 in relation to the Site at Penrith:
- 2.4.1 the rights granted over the Site under the Penrith Deed of Grant will not impact on the carrying out of the Works and/or the delivery of the Services;
 - 2.4.2 any information in relation to the Penrith Additional Land which could have been disclosed in Replies to Enquiries if Replies to Enquiries in relation to the Penrith Additional Land had been made available to the Contractor in terms of this Agreement shall not impact upon the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement;
 - 2.4.3 from the date of this Agreement and up to and including the relevant Services Availability Date, any exercise of the rights contained at paragraph 3.1.1, 3.1.2 and 3.1.4 of the Penrith CCC Transfer will not impact on the carrying out of the Works and/or the delivery of the Services;
 - 2.4.4 there are no claims outstanding and no claims will be made or any enforcement action taken or threatened in respect of the Penrith CCC Positive Covenant;
 - 2.4.5 there has been full compliance with paragraph 5.1.5 of Panel 12 to the Penrith CCC Transfer;

- 2.4.6 there has been and will continue to be full compliance with the Penrith Restrictive Covenants throughout the Contract Period;
- 2.4.7 there has been and will continue to be full observance with the Penrith CPA Positive Covenant throughout the Contract Period;
- 2.4.8 the Penrith CCC Transfer has been registered at the Land Registry prior to the Start on Site Date, with title absolute in favour of Cumbria County Council, and any rights, covenants or matters contained in the Penrith CCC Transfer as at the date of this Agreement have been registered against the relevant title numbers relating to such rights, covenants or other matters;
- 2.4.9 the Penrith CPA Transfer has been registered at the Land Registry prior to the Start on Site Date, with title absolute in favour of Cumbria Police Authority, and any rights, covenants or matters contained in the Penrith CPA Transfer as at the date of this Agreement have been registered against the relevant title numbers relating to such rights, covenants or other matters;
- 2.4.10 the Contractor is (and its sub-contractors are) entitled to exercise the rights conferred by the licence contained in paragraph 11.1 of Panel 12 of the Penrith CCC Transfer and all other rights as are necessary in relation to Penrith Areas 5 and 7 such that the Contractor is able to fulfil its obligations under this Agreement in accordance with the Construction Programme;
- 2.4.11 the Penrith Hammerhead Area Car Park Works have been completed prior to the Start on Site Date;
- 2.4.12 there will be no exercise or attempted exercise of the Penrith CPA Right nor any enforcement or threatened enforcement of the Penrith CPA Restriction;
- 2.4.13 the exercise or enforcement of the rights contained in the Penrith CPA Deeds will not impact on the carrying out of the Works and/or the delivery of the Services;
- 2.4.14 the Site has the benefit of all Necessary Consents for the carrying out of the Works for the Contractor (and its sub-contractors) to fulfil its obligations under this Agreement in relation to the Penrith CPA Car Park and there are no rights nor incumbrances affecting the Penrith CPA Car Park, the exercise or enforcement of which could interfere with the Contractor's ability to carry out the Works;
- 2.4.15 in relation to the Penrith Substation Lease:
 - 2.4.15.1 nothing contained in, or omitted from the Penrith Substation Lease, nor any action taken or not taken (whether or not authorised by the Penrith Substation Lease), whether on the part of the Penrith Substation Lease Landlord and/or the Penrith Substation Lease Tenant will impact on the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement, in particular that:
 - 2.4.15.1.1 the substation installed pursuant to the Penrith Substation Lease will be constructed, commissioned and operating within a timescale which enables the Contractor to carry out the Works and/or deliver the Services;

2.4.15.1.2 the Contractor has all necessary rights for it to be able to carry out any preparatory works for the installation of the substation on the land demised pursuant to the Penrith Substation Lease, and in the exercise of such rights no claims will be made or any enforcement action taken or threatened; and

2.4.15.1.3 the exercise of any rights of the Penrith Substation Lease Tenant under the Penrith Substation Lease and/or the carrying out of any works by the Penrith Substation Lease Tenant in relation to the Penrith Substation Lease will not impact on the carrying out of the Works and/or delivery of the Services; and

2.4.16 the diversion of the high voltage electricity cables will not impact on the carrying out of the Works and/or delivery of the Services.

2.5 in relation to the Site at Workington:

2.5.1 the Site has the benefit of the right of free, full and unobstructed access to and egress from the highway maintainable at the public expense over the Workington Access Road and the Contractor and its sub-contractors are entitled to exercise such right;

2.5.2 the Site has the benefit of the right to connect into, lay, re-route, use, inspect, maintain, repair and renew any Services Media on, over or through the Workington Access Road ("**Workington Access Road Rights**") and the associated right to enter onto the Workington Access Road at any time in the exercise of the Workington Access Road Rights and the Contractor and its sub-contractors are entitled to exercise such rights;

2.5.3 as at the date of this Agreement, there is no actual or pending application to register the Site as town green, village green or common land and that no application will be made to register the Site as town green, village green or common land during the Contract Period;

2.5.4 there will be no exercise of any rights contained in the Workington 1911 Mining Lease, that no claims are outstanding or have been made in respect of the Workington 1911 Mining Lease;

2.5.5 any and all relevant procedures in relation to the diversion of the cycle paths have been properly completed in relation to the cycle path at Workington, and that there are no claims outstanding in relation to such diversion and that no claims will be made in relation to such diversion;

2.5.6 any and all relevant procedures in relation to the discontinuance, decommissioning and/or the change in use of the playing field which forms part of the Site have been properly completed, and that there are no claims outstanding in relation to such discontinuance, decommissioning and/or change in use and that no claims will be made in relation to such discontinuance, decommissioning and/or change in use;

2.5.7 the Site has the benefit of all Necessary Consents for the carrying out of the Works for the Contractor (and its sub-contractors) to fulfil its obligations under this Agreement in relation to the Workington Access Road; and

- 2.5.8 the Site has the benefit of full free and unobstructed rights to use, inspect, maintain, repair, replace and renew the existing pipe work providing surface water drainage as specified and shown within the Contractor's Proposals through the Workington Easement Area (the "**Workington Rights**") and the associated right to enter onto the Workington Easement Area at any time in the exercise of the Workington Rights and the right to drain surface water into Eller Beck to the south-south-east of the Site and the Contractor and its sub-contractors are entitled to exercise such rights.
- 2.6 in respect of the Site at Blackburn:
- 2.6.1 as at the date of this Agreement, there is no actual or pending application to register the Site as town green, village green or common land and that no application will be made to register the Site as town green, village green or common land during the Contract Period;
- 2.6.2 the exercise of any rights and/or the carrying out of any obligations by the Landlord, its employees, agents, sub-contractors and/or representatives under and in accordance with the Blackburn Lease shall not impact on the carrying out of the Works and/or the delivery of the Services;
- 2.6.3 the Authorities will comply at all times during the Contract Period with clause 8.3.1 of this Agreement;
- 2.6.4 the exercise of any easements affecting the Site under any agreement benefiting any gas utility provider will not impact on the carrying out of the Works and/or the delivery of the Services;
- 2.6.5 in relation to the Blackburn Lease:
- 2.6.5.1 the planning permission referred to in the definition of "Works" is a reference to "the outline planning permission 10/07/0743 dated 18 September 2007 and reserved matters permission 10/10/0422 dated 16 July 2010";
- 2.6.5.2 the definition of "Retained Land" excludes the "Property";
- 2.6.5.3 for the purposes of clause 3.25:
- 2.6.5.3.1 the reference to the "PFI Contractor" includes any successors or assigns of the PFI Contractor's rights and obligations contained in the PFI Project Agreement and/or the PFI Contractor's sub-contractors (and any replacement or substitute sub-contractors' successors or assigns);
- 2.6.5.3.2 the reference to "funder" includes an administrator, administrative receiver, receiver or receiver and manager of the PFI Contractor; and
- 2.6.5.3.3 the references to the "Tenant" include any successors or assigns of Lancashire Combined Fire Authority in terms of clause 70.1 of this Agreement;
- 2.6.5.4 the exercise or enforcement (or threatened exercise or enforcement) of any rights of forfeiture or re-entry (howsoever caused) by the Landlord or any other party with entitlement to exercise or enforce the same will not impact on the carrying out of the Works and/or the

delivery of the Services and this Site Assumption shall apply notwithstanding:

(i) the terms of the covenants contained in clause 5 (forfeiture);

(ii) the cause or source of the breach or any action or inaction which caused or contributed (or may have caused or contributed) to the exercise or enforcement (or threatened exercise or enforcement) of any such rights of forfeiture or re-entry (including, but not limited to, any action or inaction by the Contractor or any sub-contractor) (the "**Blackburn Lease Cause**");

(iii) any breach of this Agreement by the Contractor,

and provided that:

(i) the Blackburn Lease Cause shall be disregarded for the purposes of clause 16.6.3(b) (Relief and Compensation) and the Contractor's mitigation obligations contained in that clause; and

(ii) the Blackburn Comfort Letter shall, save only in respect of the reference to the same in paragraph 2.6.5.5.2, be disregarded for the purposes of this Agreement including the requirement to demonstrate that the Contractor has complied with its obligations under clause 16.6.3 of this Agreement;

2.6.5.5 for the purposes of clause 6.1 it is deemed that:-

2.6.5.5.1 the Landlord may not dispose of the freehold reversion without the consent of the Tenant; and

2.6.5.5.2 the Tenant shall be entitled to withhold its consent to a disposal of the freehold reversion by the Landlord until the Landlord is able to produce written evidence that the Landlord has procured from the new landlord a letter addressed to the Tenant in similar terms to the Blackburn Comfort Letter including the same confirmations contained in the Blackburn Comfort Letter;

2.6.5.6 for the purposes of clause 6.2, references to the "Tenant" shall be deemed to include any successors or assigns of Lancashire Combined Fire Authority in terms of clause 70.1 of this Agreement;

2.6.5.7 the timeline for commencing and constructing the new fire station shall be in accordance with the timelines set out in this Agreement;

2.6.5.8 notwithstanding the provisions of sub-clauses 5.2 to 5.5 (inclusive), the Lancashire Combined Fire Authority has not mortgaged nor otherwise granted security over its interest in the Blackburn Lease (or any part thereof) and the Lancashire Combined Fire Authority or any successors or assigns in right of the tenant's part of the Blackburn Lease will not grant any mortgage nor otherwise grant security over its or their interest in the Blackburn Lease (or any part thereof);

2.6.5.9 no enforcement (or threatened enforcement) of the Tenant's covenants relating to the "Commencement Date" and/or timescales has been or will be made;

- 2.6.5.10 any act or omission of the Tenant or the Landlord or their respective employees, contractors or agents in relation to that part of the Property demised by the Blackburn Lease which is not included in the Site (the "**Blackburn Lease Excluded Land**") or any person on the Blackburn Lease Excluded Land with the actual or implied authority of any of those parties (in either case whether by reason of the Blackburn Lease or otherwise) will not impact on the carrying out of the Works and/or the provision of the Services;
- 2.6.5.11 for the purpose of implementing the Works and/or providing the Services the Contractor and any Contractor Related Party will (so far as appropriate) be entitled to exercise over the Blackburn Lease Excluded Land rights equivalent to those exercisable by the Tenant over the Retained Land (as the term "Retained Land" is defined in the Blackburn Lease but subject to the provisions of paragraph 2.6.5.2 above); and
- 2.6.6 as at the date of this Agreement, there is no actual or pending application to modify the Definitive Map to show any highway within the Site and no application will be made to so modify the Definitive Map during the Contract Period.
- 2.7 in respect of the Site at Burnley there are no claims outstanding and no claims will be made or any enforcement action taken or threatened in respect of the Burnley Restrictive Covenants.
- 2.8 in respect of the Site at Chorley:
 - 2.8.1 in relation to the Chorley Exceptions:
 - 2.8.1.1 none of the Chorley Exceptions affect the Site and/or will impact on the carrying out of the Works and/or the delivery of the Services; and
 - 2.8.1.2 there are no claims outstanding and no claims will be made during the Contract Period;
 - 2.8.2 in relation to the Chorley Access Road:
 - 2.8.2.1 the Contractor and its sub-contractors have the free and uninterrupted right of way at all times and for all purposes, with or without vehicles over the Chorley Access Road; and
 - 2.8.2.2 the exercise of any third party rights over the Chorley Access Road will not impact on the carrying out of the Works and/or the delivery of the Services;
 - 2.8.3 in relation to the Chorley Blue Land the Contractor and its sub-contractors may exercise the rights set out at the Second Part of the First Schedule contained in the conveyance referred to at entry 6 of the Charges Register of the Chorley Register of Title; and
 - 2.8.4 the Site benefits from full and free rights, which may be exercised by the Contractor and its sub-contractors, to:
 - 2.8.4.1 connect into any existing service conduits capable of serving the Site;
 - 2.8.4.2 lay new service conduits for the purposes of serving the Site; and

2.8.4.3 use such service conduits for the passage of services.

2.9 in relation to the Site at Fleetwood:

2.9.1 there are no claims outstanding and no claims will be made in respect of any failure to obtain any consent required under the Fleetwood 1937 Conveyance;

2.9.2 the carrying out of the Works and/or delivery of the Services in accordance with this Agreement will not constitute a nuisance or annoyance which would breach any of the Fleetwood Restrictive Covenants;

2.9.3 the carrying out of the Works shall not constitute a breach of any obligation to obtain any consent required under the Fleetwood 1937 Conveyance; and

2.9.4 the exercise of any easements affecting the Site under any agreement benefitting any gas utility provider will not impact on the carrying out of the Works and/or the delivery of the Services.

2.10 in relation to the Site at Belle Vale the Belle Vale Rights will not be exercised during the Contract Period.

2.11 in relation to the Site at Birkenhead:

2.11.1 there are no claims outstanding, no claims will be made and no enforcement action will be taken or threatened in respect of the Birkenhead Restrictive Covenants;

2.11.2 there are no claims outstanding, no claims will be made and no enforcement action taken or threatened in relation to the Birkenhead Rights, and the exercise of the Birkenhead Rights will not impact on the carrying out of the Works and/or the delivery of the Services;

2.11.3 the exercise of the Birkenhead Wirral Rights will not impact on the carrying out of the Works and/or the delivery of the Services and that there are no claims outstanding and no claims will be made in relation to the Birkenhead Wirral Rights;

2.11.4 all licence or other arrangements in relation to the electricity sub-station at the Site have been terminated and all associated cables and apparatus have been disconnected and removed from the Site and all and any shared services with the adjacent ambulance station have been separated;

2.11.5 the Site has the benefit of:

2.11.5.1 full, free and uninterrupted access (with or without vehicles) to and from the highway maintainable at the public expense known as Exmouth Street for all purposes; and

2.11.5.2 the right to use and to connect into any existing Services Media and to lay and use new Services Media on, over or through the area of land between the Site and Exmouth Street and to maintain, repair, renew and re-route any such Services Media,

and the Contractor and its sub-contractors shall be entitled to exercise such rights;

- 2.11.6 all licence or other arrangements in relation all shared services with the adjacent ambulance station have been separated and all associated Services Media and apparatus have been disconnected or decommissioned, and the Site is not subject to any right either in respect of the passage of services or of entry onto the Site for the purposes of laying, maintaining repairing and/or renewing any Service Media;
 - 2.11.7 any information in relation to the Birkenhead Licence Land which could have been disclosed in Replies to Enquiries if Replies to Enquiries in relation to the Birkenhead Licence Land had been made available to the Contractor in terms of this Agreement shall not impact upon the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement; and
 - 2.11.8 the exercise or enforcement (by injunctive relief or otherwise) or threatened exercise or enforcement of any leasehold or freehold title interests or any rights, exceptions, reservations, covenants, obligations, conditions, restrictive covenants, provisions or other title rights or incumbrances in relation to the Birkenhead Licence Land shall not impact upon the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement.
- 2.12 in relation to the Site at Bootle Netherton Fire Station:
- 2.12.1 as at the date of this Agreement, there is no actual or pending application to register the Site as town green, village green or common land and that no application will be made to register the Site as town green, village green or common land during the Contract Period; and
 - 2.12.2 the Site has the benefit of:
 - 2.12.2.1 full, free and uninterrupted access (with or without vehicles) to and from the highway maintainable at the public expense known as Fleetwood Lane and Edge Lane for all purposes; and
 - 2.12.2.2 the right to use and to connect into any existing Services Media and to lay and use new Services Media on, over or through the area of land between the Site and Fleetwood Lane and Edge Lane and to maintain, repair, renew and re-route any such Services Media,

and the Contractor and its sub-contractors shall be entitled to exercise such rights.
- 2.13 in relation to the Site at Formby:
- 2.13.1 there are no claims outstanding, no claims will be made or any enforcement action taken or threatened in respect of the Formby Restrictive Covenants; and
 - 2.13.2 the exercise of any easements affecting the Site under any agreement benefiting any gas utility provider will not impact on the carrying out of the Works and/or the delivery of the Services.
- 2.14 in relation to the Site at Kirkdale:
- 2.14.1 the Site has (and the Contractor and its sub-contractors have) the benefit of the rights reserved by the Kirkdale (Main) 1997 Transfer over the Kirkdale (Main) 1997 Transfer Land;

- 2.14.2 the implementation and completion of the A565 highway improvement scheme will not affect the carrying out of the Works and/or the delivery of the Services.
- 2.15 in relation to the Site at Kirkdale (Temporary Site):
- 2.15.1 the Contractor and its sub-contractors have the right to connect into the foul drainage systems within the Kirkdale (Decant) Land, together with rights of access to the Kirkdale (Decant) Land for the purposes of laying, connecting and maintaining any drains, pipes, sewers and other conducting media; and
 - 2.15.2 any exercise of rights by any electricity provider over the Site will not affect the carrying out of the Works and/or the delivery of the Services.
- 2.16 in relation to the Site at Newton-le-Willows:
- 2.16.1 the Newton-le-Willows 1998 Rights have been extinguished prior to the relevant Start on Site Date;
 - 2.16.2 the Newton-le-Willows Tank has been properly decommissioned, removed and made safe on or prior to the relevant Start on Site Date in accordance with Good Industry Practice, that no Contamination has been caused by such works and that the Contractor will not incur any costs, liabilities and/or delay in respect of such decommissioning works and that no claims are outstanding and no claims will be made in relation to such works;
 - 2.16.3 there has been no breach of the Newton-le-Willows 1981 Covenants and that there are no claims outstanding in respect of the Newton-le-Willows 1981 Covenants;
 - 2.16.4 the exercise of the Newton-le-Willows 1981 Rights during the carrying out of the Works will not impact on the carrying out of the Works;
 - 2.16.5 the exercise of the Newton-le-Willows Rights over the Site will not impact on the carrying out of the Works and/or the delivery of the Services;
 - 2.16.6 in relation to the Newton-le-Willows Substation Lease the exercise of the Newton-le-Willows Substation Rights will not affect the carrying out of the Works and/or the delivery of the Services; and
 - 2.16.7 the exercise of the Newton-le-Willows Ambulance Station Rights will not impact on the carrying out of the Works and/or the delivery of the Services and that there are no claims outstanding and no claims will be made in relation to the Newton-le-Willows Ambulance Station Rights.
- 2.17 in relation to the Site at Southport:
- 2.17.1 the carrying out of the Works and/or delivery of the Services in accordance with the terms of this Agreement will not constitute a breach of the covenants contained in the Southport (Main) 1920 Conveyance and that no claims are outstanding and no claims will be made in respect of the covenants contained in the Southport (Main) 1920 Conveyance;
 - 2.17.2 the exercise of the Southport (Main) 1920 Rights will not impact on the carrying out of the Works and/or the delivery of the Services, that there are no claims outstanding and no claims will be made in respect of such rights;

- 2.17.3 during the carrying out of the Works, the Southport (Main) Ambulance Land does not benefit from any rights over the Site, and from and including the Services Availability Date, any exercise of any rights of the Southport (Main) Ambulance Land over the Site will not impact on the delivery of the Services;
- 2.17.4 the exercise of any rights granted pursuant to paragraph 1.3 of Part 1 of the First Schedule to the Southport (Main) Deed of Grant and the exercise of any rights reserved out of the Southport (Main) 2008 Transfer shall not, to the extent that the Works are consistent with the requirements of the Southport (Main) Full Planning Permission, affect the carrying out of the Works and/or the delivery of the Services, that there are no claims outstanding and that no claims will be made in respect of such rights;
- 2.17.5 the exercise of any rights granted pursuant to paragraphs 1.5, 1.6 and 1.7 of Part 1 of the First Schedule to the Southport (Main) Deed of Grant shall not impact on the carrying out of the Works and/or the delivery of the Services and that there are no claims outstanding and no claims will be made provided that:
- 2.17.5.1 the exercise of the rights contained in the First Schedule to the Southport (Main) Deed of Grant relating to the delivery of fuel to the Southport (Main) Benefitted Land shall be deemed not to impact on the carrying out of the Works where the Contractor has been given not less than five (5) Business Days' notice in writing that it is intended that such rights of access will be exercised;
- 2.17.5.2 the exercise of the rights contained in the First Schedule to the Southport (Main) Deed of Grant in relation to access to the Southport (Main) Plant Room shall be deemed not to impact on the carrying out of the Works where:
- (i) the Contractor has been given not less than five (5) Business Days' notice in writing that it is intended that such rights will be exercised; or
 - (ii) access is required in an emergency; and
- 2.17.5.3 the Authorities have procured all rights necessary for the Contractor to provide temporary alternative mobility access to the Southport (Main) Benefitted Land adjoining the Site and for the Contractor (and its sub-contractors) to repair, replace and maintain the same;
- 2.17.6 the Contractor and its sub-contractors shall have the benefit of and be entitled to exercise the Southport (Main) Rights;
- 2.17.7 the Southport (Main) Grantee shall comply at all times with the Southport (Main) Covenants and in so complying with the Southport (Main) Covenants, the Southport (Main) Grantee shall not impact on the carrying out of the Works and/or the delivery of the Services;
- 2.17.8 the carrying out of the Works and/or the delivery of the Services in accordance with this Agreement (in relation to the Works, to the extent that the same are consistent with the Southport (Main) Full Planning Permission) by the Contractor and its sub-contractors shall not constitute a breach of the covenants contained at paragraph 1.1 of Part 2 of the Second Schedule of the Southport (Main) Deed of Grant, and that there are no claims outstanding in relation to such covenants;

- 2.17.9 subject to paragraph 2.17.11, that vacant possession of the Site will be given on and from the relevant Start on Site Date, none of the occupants (including the North West Ambulance Service) have acquired rights in relation to the Site, that no claims are outstanding and no claims will be made;
 - 2.17.10 the exercise of any rights by SP Power will not affect the carrying out of the Works and/or the delivery of the Services, that no claims are outstanding and that no claims will be made; and
 - 2.17.11 the exercise of any rights over the Site by the owners and/or occupiers of 3 Court Road (or those authorised by such persons) shall not impact on the carrying out of the Works and/or the delivery of the Services.
- 2.18 in respect of the Site at Southport (Temporary Site):
- 2.18.1 the exercise of any of the rights contained in the Southport (Decant) 1885 Conveyance will not impact on the carrying out of the Works and/or the delivery of the Services;
 - 2.18.2 the carrying out of the Works and delivery of the Services will not constitute a breach of the restrictive covenants contained in the Southport (Decant) 1885 Conveyance; and
 - 2.18.3 any information in relation to the Site at Southport (Temporary Site) which could have been disclosed in Replies to Enquiries if Replies to Enquiries in relation to the Site at Southport (Temporary Site) had been made available to the Contractor in terms of this Agreement shall not impact upon the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement.
- 2.19 in relation to each of the Merseyside Sites, that at the Merseyside Relevant Date, each Merseyside Letting Document has been validly terminated, that the relevant counterparties to the Merseyside Letting Documents have acquired no rights in relation to the relevant Site, that there are no claims outstanding and no claims will be made in relation to any Merseyside Letting Documents and that vacant possession has been given to the relevant Authority; and
- 2.20 in relation to the Sites at Southport and/or Southport (Temporary Site) (as applicable):
- 2.20.1 on or prior to any assignment, novation or transfer by the Merseyside Fire and Rescue Authority of its rights and obligations under this Agreement to a third party in accordance with clause 70 (Assignment and Sub-Contracting), Merseyside Fire and Rescue Authority shall procure (in its capacity as "Tenant" under the Southport (Decant) Head Lease and/or the Southport (Decant) Agreement for Head Lease) a novation of the Southport (Decant) Agreement for Head Lease and/or Southport (Decant) Head Lease (as applicable) to the relevant third party;
 - 2.20.2 the Southport (Decant) Landlord shall at all times comply with the provisions of the Southport (Decant) Agreement for Head Lease and the Southport (Decant) Head Lease and such compliance and/or any non-compliance by the Southport (Decant) Landlord will not impact on the carrying out of the Works and/or the delivery of the Services;
 - 2.20.3 nothing contained in, or omitted from the Southport (Decant) Agreement for Head Lease and/or the Southport (Decant) Head Lease, nor any action taken

or not taken (whether or not authorised by the Southport (Decant) Agreement for Head Lease and/or the Southport (Decant) Head Lease), whether on the part of the Southport (Decant) Landlord and/or the Southport (Decant) Tenant will impact on the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement;

- 2.20.4 any enforcement (or threatened enforcement) of a Southport (Decant) Head Lease Tenant Covenant will not impact on the carrying out of the Works and/or the delivery of the Services;
- 2.20.5 the exercise of any right to terminate the Southport (Decant) Head Lease will not impact on the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of obligations generally by the Contractor under this Agreement;
- 2.20.6 the Southport (Decant) Head Lease will be entered into on such date as to enable the Contractor to comply with its obligations under this Agreement including in relation to the carrying out of the Works and/or delivery of the Services at the Site at Southport (Decant) and so as to ensure that the term commencement date of the Southport (Decant) Head Lease is consistent with the timetable for any Works and/or Services to be carried out at the Sites at Southport (Main) and Southport (Decant); and
- 2.20.7 nothing contained in, or omitted from the Southport (Main) NWAS Lease and/or the Southport (Decant) NWAS Lease and/or the Southport (Decant) NWAS Agreement for Lease and/or the Southport (Main) NWAS Agreement for Lease, nor any action taken or not taken (whether or not authorised by the Southport (Main) NWAS Lease and/or the Southport (Decant) NWAS Lease and/or the Southport (Decant) NWAS Agreement for Lease and/or the Southport (Main) NWAS Agreement for Lease), whether on the part of the Southport (Main) NWAS Landlord, the Southport (Decant) NWAS Landlord, the Southport (Main) NWAS Tenant and/or the Southport (Decant) NWAS Tenant will impact on the carrying out of the Works and/or the delivery of the Services and/or the exercise of rights and/or performance of its obligations generally by the Contractor under this Agreement.