



Registers Direct - Land Register: View Title STG29375

Search Summary

Date:	24/10/2013	Time:	12:30:58
Search No.:	2013-03051309	User Reference:	

Sasine Search Sheet: (1) 52074 (2) 339(1081 S of S)

A. PROPERTY SECTION

Title Number:	STG29375	Date of First Registration:	05/08/1999
Date Title Sheet updated to:	09/05/2012	Date Land Certificate updated to:	09/05/2012
Hectarage Code:	215.6	Interest:	PROPRIETOR
Map Reference:	NS9379/NS9479/NS9380/NS9480/NS9580		

Description:

Subjects on the north and south sides of WHOLEFLATS ROAD, GRANGEMOUTH FK3 9UY edged red on the Title Plan, being 215.64 hectares in measurement on the Ordnance Map; Together with (one) the rights specified in the Deeds and Grants of Servitude in Entries 17, 20 (as amended by the Supplementary Grant of Servitude in Entry 66), 21, 26 to 34 and 38 to 57 of the Burdens Section, (two) the servitudes in Part 4 of the Disposition in Entry 58 of the said Section, (three) the servitudes in Part 2 of the Schedule to the Deed of Conditions and Servitudes in Entry 67 of the said Section and (four) subsisting rights to real burdens specified in the Schedule of Particulars relative to Subsisting Rights to Real Burdens below.

Schedule of Particulars Relative to Subsisting Rights to Real Burdens

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title and other subjects	Part 4 of the Schedule to the Disposition to Grangemouth Holdings Limited, registered 28 Mar. 2006 specified in Entry 59 of the Burdens Section	Piece of ground at Grangemouth Refinery, outlined and hatched blue on Supplementary Plan No. 2 to the Title Plan
2	subjects in this Title	Part 4 of the Schedule to the Disposition to Grangemouth Holdings Limited, registered 28 Mar. 2006 specified in Entry 65 of the Burdens Section	Piece of ground at Grangemouth Refinery, edged and numbered 1 in green on the Title Plan, registered under STG54508

Notes:

1. The foreshore between the points lettered B - C in red on the Title Plan is included in this Title. Indemnity is excluded in terms of Section 12(2) of the Land Registration (Scotland) Act

1979 in respect of any loss arising as a result of the relevant boundary being declared or found to follow a different line from that shown on the Title Plan at any time.

2. The land tinted green on the Title Plan is not included in this Title.

3. The minerals are excepted.

4. The parts edged and numbered in green on the Title Plan have been removed from this Title.

5. The parts edged and numbered in yellow on the Title Plan have been leased - for particulars see Schedule of Leases below.

6. The description of the burdened property in each entry of the Schedule of Particulars relative to Subsisting Rights to Real Burdens above should be read in conjunction with the Explanatory Note in the Burdens Section.

Schedule of Leases

Entry No	No on Plan	Plot No	Subjects	Tenant	Date of Recording or Registration	Term	Rent
1	1			Border Chemicals Limited	G.R.S. (Stirling) 18/03/1965	99 years from 1 Apr. 1964	£2091.8.10
2	2			Borg-Warner Limited	G.R.S. (Stirling) 29/10/1974	1 Sep. 1974 until 31 Aug. 2034	£15,000
Note: varied by Minute of Agreement recorded 25 Jan. 1982							
3	3			Rohm and Haas (UK) Limited	G.R.S. (Stirling) 02/03/1983	11 Nov. 1982 until 31 Aug. 2034	£10,800

This is a Quick Copy which reflects the position at the date the Title Sheet was last updated.

It does not have the evidential status of an Office Copy.

B. PROPRIETORSHIP SECTION

Title Number: STG29375

Entry Number	Date of Registration	Proprietor	Consideration	Date of Entry
1	06/04/2011	INEOS CHEMICALS GRANGEMOUTH LIMITED incorporated under the Companies Acts, (Company Number 06981897), Registered Office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG.	Certain Good and Onerous Causes (in respect of the subjects in this Title and other subjects)	31/03/2011

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C. CHARGES SECTION

Title Number: STG29375

Entry	Specification	Date Of
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Number		Registration
1	Standard Security by said INEOS CHEMICALS GRANGEMOUTH LIMITED to BARCLAYS BANK PLC as Security Trustee, over the subjects in this Title and other subjects.	06/04/2011

Entry Number	Specification	Date Of Registration
2	Standard Security by said INEOS CHEMICALS GRANGEMOUTH LIMITED to BARCLAYS BANK PLC as Security Trustee, over the subjects in this Title and other subjects.	16/02/2012

Notes:

1. Indemnity is excluded in terms of section 12(2) of the Land Registration (Scotland) Act 1979 in respect of any loss which may result from failure to register the above Standard Security in accordance with section 410(2) of the Companies Act 1985.

Entry Number	Specification	Date Of Registration
3	Standard Security by said INEOS CHEMICALS GRANGEMOUTH LIMITED to BARCLAYS BANK PLC as Security Trustee, over the subjects in this Title and other subjects.	09/05/2012

This is a Quick Copy which reflects the position at the date the Title Sheet was last updated.

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D. BURDENS SECTION

Title Number:	STG29375	Number of Burdens:	71
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Entry Number	Burden Preamble
1	Disposition by James Charles Calder to Isabella Gunning or Imrie and her heirs and assignees, recorded G.R.S. (Stirling) 25 Jun. 1920, of (I) portion of lands and estate of Reddoch extending to 19.784 acres of ground and (II) and (III) two portions of said lands extending together to 38.550 acres of ground, contains the following reservation
2	Disposition by James Charles Calder to John Roy and another and their heirs and assignees, recorded G.R.S. (Stirling) 25 Jun. 1920, of three portions of lands and estate of Reddoch extending together to 46.619 acres of ground, contains the following reservation
3	Disposition by Commissioner for The Hamilton Trustees acting under Trust Disposition &c. by Duke of Hamilton to Alexander Taylor and his heirs and assignees, recorded G.R.S. (Stirling) 14 Nov. 1923, of (I) Inveravon Farm extending to 304.014 acres of ground and (II) 0.141 acre of ground, part of lands of Inveravon, contains the following reservation
4	Disposition by Abercairny Estates Limited with consent of Scottish Aviation Limited to Clydesdale Bank Limited and their successors and assignees, recorded G.R.S. (Stirling) 24 Feb. 1940, of 235 acres of ground, contains the following burdens
5	Discharge by Sir James C Calder, recorded G.R.S. (Stirling) 24 Jul. 1941, in the following terms
6	Disposition by Clydesdale Bank Limited ("the Bank"), with consent of Scottish

Aviation Limited ("the Company") to Secretary of state for Air and his successors in office, recorded G.R.S. (Stirling) 11 Sep. 1941, of (First) 58.334 acres of ground (Second) 46.619 acres of ground (Third) 111.891 acres of ground (Fourth) 69.149 acres of ground and (Fifth) 235 acres of ground, contained the following right, viz. The whole rights competent to us the Company and us the Bank (a) in respect of the subjects hereby disposed (In the First Place) and (In the Second Place) to payment of damages occasioned by mineral workings to the surface thereof or to the buildings and others erected or to be erected thereon, and (b) in respect of the subjects hereby disposed (In the Third Place) and (In the Fourth Place) to payment of compensation or the making good of damage to the said lastmentioned subjects and the buildings and others erected or to be erected arising from the working or otherwise by the Coal Commission or any other party deriving right from them on and after the aftermentioned date of the coal and mines of coal and the property and rights annexed thereto all of which are to vest in the said Coal Commission on First July Nineteen hundred and forty two in virtue of the Coal Act 1938, and to payment of compensation for the acquisition by the said Coal Commission of the said coal and others in and under the said lastmentioned subjects and for the right to withdraw support therefrom, with all interest which may become due in respect of such compensation. Note

- 7 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 26 Oct. 1949, of that part of the subjects in this Title tinted blue on the Title Plan, contains the following burdens
- 8 Disposition by Hamilton & Kinneil Estates Limited to Jack Walker Taylor and his heirs and assignees, recorded G.R.S. (Stirling) 6 Sep. 1951, of lands and farm of Jinkabout and Smallburn extending to 79.507 acres of ground, of which that part of the subjects in this Title edged brown on the Title Plan form part, contains the following burdens
- 9 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 31 Jan. 1953, of those parts of the subjects in this Title tinted mauve on the Title Plan, contains the following burdens
- 10 Disposition by Grangemouth Petroleum Refinery Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 27 Jan. 1955, of that part of the subjects in this Title edged and numbered 1 in mauve on the Title Plan, contains the following burdens
- 11 Disposition by Secretary of State for Air to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 21 Sep. 1956, of that part of the subjects in this Title hatched green on the Title Plan, contains the following right that is a burden on the subjects in this Title
- 12 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 1 Jul. 1957, of that part of the subjects in this Title tinted brown on the Title Plan, contains the following
- 13 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 7 Aug. 1958, of that part of the subjects in this Title edged and numbered 2 in mauve on the Title Plan, contains the following burdens
- 14 Disposition by British Hydrocarbon Chemicals Limited to South of Scotland Electricity Board and their successors and assignees, recorded G.R.S. (Stirling) 7 Oct. 1959, of the subjects tinted green and numbered 1 in red on the Title Plan, contains the following right that is a burden on the subjects in this Title, viz. A servitude right of ingress and egress to and from adjoining ground belonging to us for the necessary overhead lines and underground cables required by our said

disponees and their foresaids in connection with the use as a substation of the subjects hereby dispond.

- 15 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 9 Dec. 1960, of that part of the subjects in this Title hatched red on the Title Plan, with the low tension power cable leading from the power station tinted red on said Plan the line of which is shown by a red broken line on said Plan, contains the following burdens
- 16 Disposition by Secretary of State for Defence to Stirling County Council and their successors and assignees, recorded G.R.S. (Stirling) 1 Mar. 1967, of 103.09 acres of ground of which that part of the subjects in this Title tinted pink on the Title Plan forms part, under burden of the following viz. All rights and privileges and others which may exist for the benefit of adjoining lands and others including without prejudice to the foregoing generality all rights of servitude and wayleave in respect of the cables, wires and pipes laid in or over the subjects hereby dispond.
- 17 Deed of Servitude containing Disposition by Bakelite Xylonite Limited to BP Chemicals (UK) Limited and their successors and assignees (hereinafter referred to as BP), recorded G.R.S. (Stirling) 28 Aug. 1968, of servitude right, privilege and tolerance of wayleave of laying down, using and maintaining underground a line of wrapped mild steel pipe for the convenience of Butadiene or such other material or materials as may be agreed in writing between the parties hereto, extending to 747 feet six inches in length in, under and along the north boundary of the servient tenement along the route indicated by a blue broken line and marked A - B in blue on the Title Plan and extending between the east boundary of the servient tenement at the point marked B in blue and crossing the servient tenement in a westerly direction to the west boundary of the servient tenement at the point marked A in blue on the Title Plan together with a right of access to BP and their employees to the servient tenement at all times on reasonable notice having been given to us or our successors as proprietors of the servient tenement for the purpose of laying down the said pipe and also as required from time to time of inspecting, maintaining, replacing, removing and renewing the same and for any other necessary purposes contains also the following burdens
- 18 Disposition by Provost Magistrates and Councillors of Burgh of Grangemouth to BP Chemicals (U.K.) Limited and their successors and assignees, recorded G.R.S. (Stirling) 24 Dec. 1968, of that part of the subjects in this Title hatched blue on the Title Plan, contains the following burdens
- 19 Feu Disposition by BP Chemicals (U.K.) Limited to International Synthetic Rubber Company Limited and their successors and assignees, recorded G.R.S. (West Lothian) 17 Dec. 1969, of 20 acres of ground hatched yellow on the Title Plan, with minerals, contains inter-alia the following
- 20 Grant of Servitude containing Disposition by John Millar Colville, proprietor of the Farm and Lands of Gribloch in the Parish of Kippen and County of Stirling, to BP Refinery (Grangemouth) Limited and their successors and assignees recorded G.R.S. (Stirling) 1 Mar. 1971 of an heritable and irredeemable servitude right, tolerance and wayleave over the said Farm and Lands of laying down, maintaining and protecting a line of steel pipe not exceeding 20 inches internal diameter in and through the said Farm and Lands and that along the line between the points marked A and B delineated by a broken black line on the plan annexed and signed as relative hereto for the purpose and use of conveying crude oil or petroleum or its products between Finnart, Loch Long and Grangemouth from and to the works owned or controlled by the said BP Refinery (Grangemouth) Limited or their foresaids or the associated or subsidiary companies of the said BP Refinery (Grangemouth) Limited or their foresaids with all channel iron posts as may be considered necessary for and in connection with the said pipe, which posts shall not exceed three feet in height and shall where practicable be laid in line of fences,

hedges etc, contains also the following burdens and conditions

- 21 Deed of Servitude containing Disposition by Bakelite Xylonite Limited as proprietors of 56.437 acres on the south-west side of the road from Grangemouth to Bo'ness (hereinafter referred to as "the servient tenement") to BP Chemicals International Limited and their successors and assignees (hereinafter referred to as "BP"), recorded G.R.S. (Stirling) 15 Mar. 1972, of servitude right, privilege and tolerance of wayleave for laying down, using and maintaining underground (First) a line of wrapped mild steel pipe for the conveyance of Styrene under and along the north boundary of the servient tenement along the route indicated by a red line on the plan annexed and subscribed as relative hereto and (Second) a line of wrapped mild steel pipe for the conveyance of Acrylonitrile under and along the north boundary of the servient tenement along the route indicated by a green line on the said plan, said pipes to extend between the east boundary of the servient tenement from the point marked "B" and to cross the servient tenement in a westerly direction to the west boundary of the servient tenement to the point marked "A" all as shown on the said plan, which pipes may be used for the conveyance of such other material or materials as may be agreed upon in writing between the parties hereto
- 22 Disposition by BP Chemicals International Limited to South of Scotland Electricity Board and their successors and assignees, recorded G.R.S. 21 Jun. 1973, of the subjects tinted green and numbered 2 in red on the Title Plan, contains the following right that is a burden on the subjects in this Title
- 23 Agreement recorded G.R.S. (Stirling) 25 Jan. 1974, between Bakelite Xylonite Limited (hereinafter called the "First Party") and British Gas Corporation (hereinafter called the "Second Party"), in the following terms
- 24 Deed of Servitude containing Disposition by Bakelite Xylonite Limited (proprietor of 56.437 acres of ground forming part of the subjects in this Title) to South of Scotland Electricity Board and their successors and assignees (proprietors of the electricity sub-station site at eastern end of Reddoch Road tinted green and numbered 1 and 2 in red on the Title Plan), recorded G.R.S. (Stirling) 10 Nov. 1976, of servitude right of way for the purpose of access to and egress from the said electricity sub-station site over part of Reddoch Road provided always that in the event of us or our successors at any time deciding to build upon or redevelop the section of the said road or any part thereof we shall be entitled to terminate the said servitude right hereby granted on giving not less than three years' prior notice in writing to our said disponees or their foresaids of our intention so to do
- 25 Agreement recorded G.R.S. (Stirling) 17 Jan. 1977, between BP Chemicals Limited (hereinafter called "the Owner") of the one part and BP Trading Limited (hereinafter called "BP") and Imperial Chemical Industries Limited (hereinafter called "ICI") of the other part, in the following terms
- 26 Grant of Servitude containing Disposition between BP Chemicals Limited hereinafter called "the Owner" of the first part and BP Trading Limited (hereinafter called "BP") of the second part and Imperial Chemical Industries Limited (hereinafter called "ICI") of the third part, recorded G.R.S. (Stirling) 31 Aug. 1978, in the following terms
- 27 Deed of Servitude containing Disposition by John W Roberts and Margaret I G Crane or Roberts to BP Chemicals Limited, recorded G.R.S. (West Lothian) 4 May 1984, in the following terms
- 28 Deed of Servitude containing Disposition by John Bennett Collier and William Easton Hill Collier, recorded G.R.S. (Fife) 14 May. 1984, in the following terms
- 29 Deed of Servitude containing Disposition by The Crown Estate Commissioners on behalf of the Queen's Most Excellent Majesty (who acting and on behalf as aforesaid are hereinafter called "the said Commissioners") to BP Chemicals Limited

(who and whose successors as proprietors of parts of the petrochemical plant at Grangemouth are hereinafter called "the Grantees"), recorded G.R.S. (West Lothian and Fife) 6 Aug. 1984, of servitude right etc, contains the following burdens

- 30 Deed of Servitude containing Disposition by Jean Aitken or Hunter to BP Chemicals Limited, recorded G.R.S. (West Lothian) 4 Mar. 1985, in the following terms
- 31 Deed of Servitude containing Disposition by Jack W Taylor to BP Chemicals Limited, recorded G.R.S. (Stirling) 19 Apr. 1985, in the following terms
- 32 Deed of Servitude containing Disposition by BP Chemicals Limited and Essochem Olefins Inc. to BP Chemicals Limited, recorded G.R.S. (West Lothian) 7 Mar. 1986, in the following terms
- 33 Deed of Servitude containing Disposition by Trustees of Catherine Muir to B P Chemicals Limited, recorded G.R.S. (Fife) 13 Mar. 1986, in the following terms
- 34 Deed of Servitude containing Disposition by BP Chemicals Limited to Esso Chemical Limited and others, recorded G.R.S. (Stirling) 9 Jul. 1986, in the following terms
- 35 Feu Disposition by BP Chemicals Limited (who and whose successors are hereinafter referred to as "the Superiors") to Shell Chemicals U.K. Limited and its successors and assignees (hereinafter referred to as "the Feuars"), recorded G.R.S. (Stirling) 22 Oct. 1991. of the two areas of ground tinted green and numbered 3 and 4 in red on the Title Plan, contains the following rights that are burdens on the subjects in this Title
- 36 Discharge, recorded G.R.S. (Stirling) 19 Aug. 1992, whereby Hamilton and Kinneil Estates Limited waive and discharge the mineral proprietor's powers as reserved to the granters of the Dispositions in Entries 3, 6 and 8 of this Section
- 37 Deed of Servitude containing Disposition by BP Chemicals Limited to Shell Chemicals UK Limited, recorded G.R.S. (West Lothian) 14 Jan. 1993, in the following terms
- 38 Deed of Servitude containing Disposition by British Railways Board to BP Chemicals Limited, recorded G.R.S. (Fife) 14 May 1993, in the following terms
- 39 Grant of Servitude containing Disposition by Trustees for Firm of Robert Pow (to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 17 Aug. 1999, in the following terms
- 40 Grant of Servitude containing Disposition by James A Kennedy to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 12 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 41 Grant of Servitude containing Disposition by BP Oil Grangemouth Refinery Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 42 Grant of Servitude containing Disposition by Trustees for Firm of Robert Cook & Sons to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 43 Grant of Servitude containing Disposition by Hearst S A Hunter and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows

- 44 Grant of Servitude containing Disposition by Alexander Naismith Seymour and Margaret Ann Seymour to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 45 Grant of Servitude containing Disposition by BG Public Limited Company to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the following terms
- 46 Grant of Servitude containing Disposition by William Braes and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the following terms
- 47 Grant of Servitude containing Disposition by James B. Smart to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 48 Grant of Servitude containing Disposition by BP Chemicals Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 49 Grant of Servitude containing Disposition by John B Irving and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 17 Aug. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 50 Grant of Servitude containing Disposition by James B Smart to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 51 Grant of Servitude containing Disposition by Alexander Galbraith and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 22 Mar. 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 52 Grant of Servitude containing Disposition by John W Paul and others to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 29 May 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 53 Grant of Servitude containing Disposition by William A Cadell to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 29 May 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 54 Grant of Servitude containing Disposition by John Graham to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 26 Jun. 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows
- 55 Grant of Servitude by BG Transco plc to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (West Lothian) 26 Jun. 2000, in the following terms
- 56 Grant of Servitude containing Disposition by BP Chemicals Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 9 Nov. 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows

- 57 Grant of Servitude containing Disposition by The Bo'ness and Kinneil Railway Company limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 12 Sep. 2001, in the following terms
- 58 Disposition by Innovene Manufacturing Scotland Limited to Grangemouth Holdings Limited and its successors and assignees (hereinafter referred to as "GHL"), registered and recorded G.R.S (Stirling (Fiche 56 Frame 1), and also West Lothian) 28 Mar. 2006, of 4 areas of ground outlined blue but not hatched on Supplementary Plan No. 2 to the Title Plan ("the Subjects"), contains the following real burdens and servitudes
- 59 Disposition by Innovene Manufacturing Scotland Limited (hereinafter referred to as "IMSL") to Grangemouth Holdings Limited (hereinafter referred to as "GHL") and its successors and assignees, registered and recorded G.R.S (Stirling (Fiche 57 Frame 1), and also West Lothian) 28 Mar. 2006, of piece of ground at Grangemouth Refinery being the ground outlined and hatched in blue on Supplementary Plan No. 2 to the Title Plan ("the Subjects"), contains the following real burdens and servitudes
- 60 Deed of Real Burdens and Deed of Servitude, registered and recorded G.R.S. (Stirling) (Fiche 58 Frame 1) and (West Lothian) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and Grangemouth Holdings Limited in the following terms
- 61 Deed of Real Burdens and Deed of Servitude registered (and recorded G.R.S. Stirling (Fiche 59 Frame 1) and West Lothian) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited, BP Chemicals Limited and Grangemouth Holdings Limited, in the following terms
- 62 Deed of Real Burdens and Deed of Servitude, registered and recorded G.R.S. ((Stirling (Fiche 60 Frame 1) and (West Lothian)) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and Grangemouth Holdings Limited in the following terms
- 63 Deed of Real Burdens and Deed of Servitude, registered and recorded G.R.S. ((Stirling) (Fiche 61 Frame 1) and (West Lothian)) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and Grangemouth Holdings Limited in the following terms
- 64 Deed of Real Burdens and Deed of Servitude registered and recorded G.R.S. ((Stirling) (Fiche 62 Frame 1) and (West Lothian)) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and BP Chemicals Limited, in the following terms
- 65 Disposition by Innovene Manufacturing Scotland Limited to Grangemouth Holdings Limited and its successors and assignees (hereinafter referred to as "GHL"), registered 28 Mar. 2006, of piece of ground at Grangemouth Refinery and Petrochemicals plant being the subjects edged and numbered 1 in green on the Title Plan ("the Subjects"), contains the following real burdens and servitudes
- 66 Supplementary Grant of Servitude registered 19 Jan. 2007, between John Struthers ("the Owner") and Ineos Manufacturing Scotland Limited ("Ineos"), narrates as follows
- 67 Deed of Conditions and Servitudes among Ineos Manufacturing Scotland Limited, Ineos Chemicals Grangemouth Limited and Ineos Infrastructure (Grangemouth) Limited, registered 6 Apr. 2011, narrates as follows
- 68 Undertaking by Fife Council, recorded G.R.S. (Fife) and registered 31 Aug. 2011, contains the following

- 69 Undertaking by Fife Council, recorded G.R.S. (Fife) and registered 31 Aug. 2011, contains the following
- 70 Explanatory Note
- 71 The rights of the tenants under the Leases specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.

**Entry
Number**

Burden Detail

- 1 Disposition by James Charles Calder to Isabella Gunning or Imrie and her heirs and assignees, recorded G.R.S. (Stirling) 25 Jun. 1920, of (I) portion of lands and estate of Reddoch extending to 19.784 acres of ground and (II) and (III) two portions of said lands extending together to 38.550 acres of ground, contains the following reservation: Reserving always to me and my heirs and successors the whole coal shale limestone marl ironstone clay freestone slate marble and other stones and all other mines metals minerals and fossils though not hereinbefore specially enumerated within or under the lands and others hereby disposed and full power to me and my foresaids or any person authorised by us to search for work win raise calcine and carry away the same and to make bores and sink pits open quarries erect houses and machinery and to make aqueducts levels drains roads railways or tramways and all others necessary for all or any of these purposes upon payment to my said disponee and her foresaids of such damages as may be thereby occasioned to the surface of the said lands or to the buildings erected or which may be erected thereon as the same shall be ascertained by two arbiters to be chosen by myself or my foresaids and my said disponee or her foresaids respectively or in case of said arbiters differing in opinion by an oversman whom they shall nominate before entering on the submission. Note: The mineral proprietor's rights have been waived in terms of the Discharge in Entry 5 of this Section.

**Entry
Number**

Burden Detail

- 2 Disposition by James Charles Calder to John Roy and another and their heirs and assignees, recorded G.R.S. (Stirling) 25 Jun. 1920, of three portions of lands and estate of Reddoch extending together to 46.619 acres of ground, contains the following reservation: Reserving always to me and my heirs and successors the whole coal shale limestone marl ironstone clay freestone slate marble and other stones and all other mines metals minerals and fossils though not hereinbefore specially enumerated within or under the lands and others hereby disposed and full power to me and my foresaids or any other person authorised by us to search for work raise calcine and carry away the same and to make bores sink pits open quarries erect houses and machinery and to make aqueducts levels drains roads railways or tramways and all others necessary for all or any of these purposes upon payments to my said disponees and their foresaids of such damages as may be thereby occasioned to the surface of the said lands or to the buildings erected or which may be erected thereon as the same shall be ascertained by two arbiters to be chosen by myself or my foresaids and my said disponees or their foresaids respectively or in case of said arbiters differing in opinion by an Oversman whom they shall nominate before entering on the submission. Note: The mineral proprietor's rights have been waived in terms of the Discharge in Entry 5 of this Section.

**Entry
Number**

Burden Detail

- 3 Disposition by Commissioner for The Hamilton Trustees acting under Trust Disposition &c. by Duke of Hamilton to Alexander Taylor and his heirs and

assignees, recorded G.R.S. (Stirling) 14 Nov. 1923, of (I) Inveravon Farm extending to 304.014 acres of ground and (II) 0.141 acre of ground, part of lands of Inveravon, contains the following reservation: Reserving always to the said Hamilton Trustees and their successors all coal ironstone shale limestone and other mines metals minerals and fossils (excluding always common clay sand and freestone so far as these are capable of being worked by quarrying from the surface) subject as after provided, with full power and liberty to do everything necessary for the purposes of winning working raising storing manufacturing coking preparing for market transporting and carrying away the said minerals including the right to work and transport through and over the lands hereby disposed the minerals from the said lands as well as from other lands belonging to the said Hamilton Trustees or other proprietors and power to lower the said lands by the working of the reserved minerals from under the same or the working of minerals from any other adjoining lands as aforesaid and that at pleasure and in the event of any damage being caused after the term of entry hereunder (being Whitsunday 1923) to lands used for (but so long only as used for) agricultural purposes (which shall not include the use of the lands for market gardening or the growing of fruit) to farm buildings on the lands hereby disposed at the said term of entry or farm buildings erected on the same sites in substitution or extension thereof in consequence of subsidence or otherwise through the working of the said minerals or by or in connection with the exercise of the right of occupation above specified the said disponee and his foresaids shall be entitled to receive from the mineral tenants in right of existing mineral Leases such damages for subsidence or occupation as the mineral tenants may be liable for under such leases and in case of differences in opinion as to the amount of such damage the same shall be referred to a single arbiter to be mutually chosen by the said Hamilton Trustees or their foresaids and the said disponee or his foresaids or in the event of the parties failing to agree on a single Arbiter then to an Arbiter to be appointed by the Sheriff of the County of Linlithgow and it is hereby declared that as regards fresh leases or renewals of leases of minerals entered into after the said term of entry to the said subjects hereby disposed I as Commissioner foresaid oblige the said Hamilton Trustees and their successors to take the mineral tenants bound to compensate the said disponee and his foresaids for damage to the surface of the lands hereby disposed by subsidence and occupation on terms not less favourable to the said disponee and his foresaids than those hereinbefore provided and in all cases where the mineral tenants prove unable to discharge their obligations to the said disponee or his foresaids for damage caused by mineral operations or where no new lease may be arranged I as Commissioner foresaid oblige the said Hamilton Trustees and their foresaids to pay compensation for such damage on the conditions above provided and whether the same be caused during or after the expiration of the mineral tenancies and it is hereby specially provided that for damages caused by subsidence of lands and buildings or otherwise arising from mineral workings, in all cases other than those hereinbefore provided for the said Hamilton Trustees and their foresaids shall have no liability whatever. Note: The mineral proprietor's rights have been waived in terms of the Discharge in Entry 36 of this Section.

**Entry
Number**

Burden Detail

4

Disposition by Abercairny Estates Limited with consent of Scottish Aviation Limited to Clydesdale Bank Limited and their successors and assignees, recorded G.R.S. (Stirling) 24 Feb. 1940, of 235 acres of ground, contains the following burdens: RESERVING to us and our successors the whole mines, metals and minerals including the coal and mines or coal in and under the said lands and others hereby disposed but that subject always to the coal Act, 1938; and whereas it formed part of the arrangement in connection with the granting of these presents that the minerals under the lands and others hereby disposed should be left unworked so as to provide support for the buildings to be erected on the lands and others hereby disposed; THEREFORE we, the said The Abercairny Estates Limited, with consent of the Coal Commission, and we, the Coal Commission, for all right, title and interest competent to us in the said coal and mines of coal, and we both with

joint consent and assent hereby agree and bind and oblige ourselves and our respective successors to leave unworked in all time coming the said mines, metals and minerals, including the coal and mines of coal in and under the lands and others hereby disposed.

**Entry
Number** **Burden Detail**

5 Discharge by Sir James C Calder, recorded G.R.S. (Stirling) 24 Jul. 1941, in the following terms: I hereby discharge the whole surface rights vested in me for shale, limestone, marl, ironstone, clay, freestone, slate, marble and other stones and except as aftermentioned all other mines, metals, minerals and fossils though not hereinbefore specially enumerated, excepting always coal and mines of coal, my whole rights in respect of which are reserved from this discharge, within or under the subjects disposed in the Dispositions in Entries 1 and 2 of this Section.

**Entry
Number** **Burden Detail**

6 Disposition by Clydesdale Bank Limited ("the Bank"), with consent of Scottish Aviation Limited ("the Company") to Secretary of state for Air and his successors in office, recorded G.R.S. (Stirling) 11 Sep. 1941, of (First) 58.334 acres of ground (Second) 46.619 acres of ground (Third) 111.891 acres of ground (Fourth) 69.149 acres of ground and (Fifth) 235 acres of ground, contained the following right, viz. The whole rights competent to us the Company and us the Bank (a) in respect of the subjects hereby disposed (In the First Place) and (In the Second Place) to payment of damages occasioned by mineral workings to the surface thereof or to the buildings and others erected or to be erected thereon, and (b) in respect of the subjects hereby disposed (In the Third Place) and (In the Fourth Place) to payment of compensation or the making good of damage to the said lastmentioned subjects and the buildings and others erected or to be erected arising from the working or otherwise by the Coal Commission or any other party deriving right from them on and after the aftermentioned date of the coal and mines of coal and the property and rights annexed thereto all of which are to vest in the said Coal Commission on First July Nineteen hundred and forty two in virtue of the Coal Act 1938, and to payment of compensation for the acquisition by the said Coal Commission of the said coal and others in and under the said lastmentioned subjects and for the right to withdraw support therefrom, with all interest which may become due in respect of such compensation. Note: The mineral proprietor's rights have been waived in terms of the Discharge in Entry 36 of this Section.

**Entry
Number** **Burden Detail**

7 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 26 Oct. 1949, of that part of the subjects in this Title tinted blue on the Title Plan, contains the following burdens: (First) Our said disponees and their foresaids shall if and when so far as required by us or our successors fence the said subjects hereby disposed and shall maintain said fences thereafter all at their own expense. (Second) In the event of any pipes, cables et cetera (including cables wires et cetera overhead as well as underground) not being diverted outside the said subjects hereby disposed (all such diversions which may be made being made as and when required by us or our successors at the expense of our said disponees or their foresaids) we and our successors shall continue to have wayleaves therefore free of charge with right of access thereto for purposes of maintenance, repair or renewal subject to restoration by us or them of the ground to its original state after completion of operations with an option to us to remove or leave pipes, cables et cetera no longer required: (Third) Our said disponees and their foresaids shall have similar rights over the ground belonging to us adjoining the said subjects hereby disposed in the event of their being permitted to lay pipes, cables etcetera therein: and

(Fourth) In the event of any wayleaves being required for pipes, cables et cetera either by us or our successors over the subjects hereby disposed or by our said disponees or their foresaids over the adjoining lands belonging to us, the same shall be granted free of charge and the lines of any such wayleaves shall be the subject of mutual agreement and the respective parties shall have right over the other parties' ground for the purpose of maintaining, repairing and renewing such pipes, cables et cetera subject to the parties laying such pipes, cables et cetera restoring the ground to its original state after completion of their operations:

**Entry
Number**

Burden Detail

8 Disposition by Hamilton & Kinneil Estates Limited to Jack Walker Taylor and his heirs and assignees, recorded G.R.S. (Stirling) 6 Sep. 1951, of lands and farm of Jinkabout and Smallburn extending to 79.507 acres of ground, of which that part of the subjects in this Title edged brown on the Title Plan form part, contains the following burdens: Reserving to us and our successors the whole minerals (other than coal as defined by the Coal Act 1938) in the subjects hereby disposed, but declaring that in the event of any damage being caused to the land used for agricultural purposes only (which shall not include the use of the land for market gardening or for the growing of fruit) or any damage to any farm buildings thereon in consequence of subsidence or otherwise through the working of the minerals our said disponent and his successors will be entitled to receive from the mineral tenants in right of the existing mineral leases such damages for subsidence or the working of the minerals as the mineral tenants may be liable for under their Leases; Reserving also from the subjects hereby disposed all existing sewers, gas mains, water mains and electrical cables (if any) and in particular the water pipes (the routes of which are shown in blue on the six inch Ordnance Survey Sheet hereto annexed) belonging to Grangemouth Town Council and Bo'ness Town Council, and it is hereby declared that the subjects hereby disposed are disposed under burden of the right to maintain and where necessary to renew the said sewers mains pipes and others but our said disponent will be entitled to receive payment of the annual wayleave rents in respect of the water pipes payable by the said Town Council. Note 1: The said water pipes shown on the Ordnance Survey Sheet do not affect the subjects in this Title. Note 2: The mineral proprietor's rights have been waived in terms of the Discharge in Entry 36 of this Section.

**Entry
Number**

Burden Detail

9 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 31 Jan. 1953, of those parts of the subjects in this Title tinted mauve on the Title Plan, contains the following burdens: The subjects hereby disposed are so disposed subject to any rights of way affecting the same and also (First) our said disponees and their foresaids shall if and when and so far as required by us or our successors fence the said subjects hereby disposed where contiguous to ground remaining in our possession and shall maintain said fences thereafter all at their own expense and (Second) in the event of any pipes, cables et cetera (including cables, wires et cetera, overhead as well as underground) not being diverted outside the said subjects hereby disposed, (all such diversions being made at the expense of whichever of our said disponees or their foresaids or ourselves and our successors shall require the same to be made) we and our successors shall continue to have wayleaves therefore free of charge and also for the twelve inch pipe to be laid by us to connect our said disponees' Avon Water Pipe to the nearest point of the Avon Water Pipe belonging to us, with right of access thereto at all reasonable times for purposes of maintenance, repair or renewal subject to restoration by us or them of the ground to its original state after completion of operations.

**Entry
Number**

Burden Detail

10 Disposition by Grangemouth Petroleum Refinery Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 27 Jan. 1955, of that part of the subjects in this Title edged and numbered 1 in mauve on the Title Plan, contains the following burdens: (First) Our said disponees and their foresaids shall, if and when and so far as required by us or our successors, fence the said subjects hereby disposed where contiguous to ground remaining in our possession and shall maintain said fences thereafter, all at their own expense and to the satisfaction of us and our successors: (Second) In the event of any water pipes, fire mains, cables et cetera (including cables, wires, et cetera overhead as well as underground) not being diverted outside the said subjects hereby disposed (all such diversions being made at the expense of whichever of our said disponees or their foresaids or ourselves and our successors shall require the same to be made) we and our successors shall continue to have wayleaves therefore free of charge, with right of access thereto at all reasonable times for purposes of maintenance, repair or renewal subject to restoration by us or them of the ground to its original state after completion of operations: And further we and our foresaids shall be entitled to have any new wayleaves which may be required by us or them free of charge and by mutual agreement, with an option to us and our successors to remove or leave pipes, cables et cetera no longer required:

Entry Number **Burden Detail**

11 Disposition by Secretary of State for Air to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 21 Sep. 1956, of that part of the subjects in this Title hatched green on the Title Plan, contains the following right that is a burden on the subjects in this Title: Under burden of the existing right of wayleave in favour of Grangemouth Corporation in respect of a twenty four inch water main. Note: The intended line of said water main is shown by a green broken line on the Title Plan.

Entry Number **Burden Detail**

12 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 1 Jul. 1957, of that part of the subjects in this Title tinted brown on the Title Plan, contains the following: We and our successors shall continue to have wayleaves for the Twelve inch Finnart oil pipe line and the Twelve inch Millhall water pipe line at present passing through the said subjects hereby disposed, free of charge, with right of access thereto at all reasonable times for purposes of maintenance, repair, renewal or uplifting, subject to restoration by us or them of the ground to its original state after completion of operation And Further, if our said disponees or their successors should require said pipes to be diverted at any time, the new lines must be approved by us or our successors and the work of diversion must be carried through at the sole expense of our said disponees and their foresaids as and when convenient to us or our successors, all to our or their satisfaction and in such a manner that operations at our Oil Refinery will not be interrupted.

Entry Number **Burden Detail**

13 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 7 Aug. 1958, of that part of the subjects in this Title edged and numbered 2 in mauve on the Title Plan, contains the following burdens: (First) We and our successors shall continue to have wayleaves for the Eighteen inch water main and any fire mains or cables at present passing through the said subjects hereby disposed, free of charge, with right of access thereto at all reasonable times for purposes of maintenance, repair, renewal or uplifting, subject to restoration by us

or them of the ground to its original state after completion of operations: And Further, if our said disponees or their foresaids should require said mains or cables to be diverted at any time, the new lines must be approved by us or our successors and our said disponees or their foresaids and the work of diversion must be carried through at the sole expense of our said disponees and their foresaids as and when convenient to us or our successors, all to our or their satisfaction and in such a manner that our operations will not be interrupted; and (Second) If we or our successors require any new wayleaves through the said subjects hereby disposed these shall be given by our said disponees and their foresaids free of charge and by mutual agreement, declaring that we and our foresaids shall have an option to remove or leave pipes, cables, et cetera, no longer required.

**Entry
Number**

Burden Detail

14 Disposition by British Hydrocarbon Chemicals Limited to South of Scotland Electricity Board and their successors and assignees, recorded G.R.S. (Stirling) 7 Oct. 1959, of the subjects tinted green and numbered 1 in red on the Title Plan, contains the following right that is a burden on the subjects in this Title, viz. A servitude right of ingress and egress to and from adjoining ground belonging to us for the necessary overhead lines and underground cables required by our said disponees and their foresaids in connection with the use as a substation of the subjects hereby disposed.

**Entry
Number**

Burden Detail

15 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 9 Dec. 1960, of that part of the subjects in this Title hatched red on the Title Plan, with the low tension power cable leading from the power station tinted red on said Plan the line of which is shown by a red broken line on said Plan, contains the following burdens: (First) Our said disponees and their foresaids shall have a wayleave for the said low tension power cable hereby conveyed to them, free of charge, with right of access thereto at all reasonable times for purposes of maintenance, repair, renewal or uplifting, subject to restoration by them to our satisfaction of the ground to its original state after completion of operations; (Second) Our said disponees and their foresaids shall be responsible for the maintenance and repair of the fire mains laid in the subjects hereby disposed to the points at which they are connected to our adjacent twelve inch fire main; and (Third) The fences surrounding the subjects hereby disposed shall be maintained by our said disponees and their foresaids in all time coming at their expense.

**Entry
Number**

Burden Detail

16 Disposition by Secretary of State for Defence to Stirling County Council and their successors and assignees, recorded G.R.S. (Stirling) 1 Mar. 1967, of 103.09 acres of ground of which that part of the subjects in this Title tinted pink on the Title Plan forms part, under burden of the following viz. All rights and privileges and others which may exist for the benefit of adjoining lands and others including without prejudice to the foregoing generality all rights of servitude and wayleave in respect of the cables, wires and pipes laid in or over the subjects hereby disposed.

**Entry
Number**

Burden Detail

17 Deed of Servitude containing Disposition by Bakelite Xylonite Limited to BP Chemicals (UK) Limited and their successors and assignees (hereinafter referred to as BP), recorded G.R.S. (Stirling) 28 Aug. 1968, of servitude right, privilege and tolerance of wayleave of laying down, using and maintaining underground a line of wrapped mild steel pipe for the convenience of Butadiene or such other material or

materials as may be agreed in writing between the parties hereto, extending to 747 feet six inches in length in, under and along the north boundary of the servient tenement along the route indicated by a blue broken line and marked A - B in blue on the Title Plan and extending between the east boundary of the servient tenement at the point marked B in blue and crossing the servient tenement in a westerly direction to the west boundary of the servient tenement at the point marked A in blue on the Title Plan together with a right of access to BP and their employees to the servient tenement at all times on reasonable notice having been given to us or our successors as proprietors of the servient tenement for the purpose of laying down the said pipe and also as required from time to time of inspecting, maintaining, replacing, removing and renewing the same and for any other necessary purposes contains also the following burdens: (One) there is reserved to us and our foresaids (a) the right to alter existing roads or buildings on the servient tenement and to build new roads or buildings near the said pipe line; DECLARING THAT BP shall be bound to reimburse us or our foresaids for any extra expense whatsoever incurred by us or our foresaids as a result of the existence of the said pipe line on the servient tenement and (b) the right to request BP on three months notice having been given by us or our foresaids in writing to relay or resite the said pipe line in a position and along a course to be approved by us or our foresaids, which resited pipe line will be subject to the whole terms and conditions herein contained; (Two) BP shall be bound to obtain from the Local or other Authorities all necessary permissions and consents required by statute, bye-laws or otherwise relating to the laying of the said pipe line and that all at BP's sole expense; (Three) the said pipe line shall be constructed of wrapped mild steel of not more than two inches in diameter and shall be laid at a depth of not less than two feet six inches which pipe line shall be used for the conveyance of Butadiene or such other material or materials as may be agreed in writing by the parties hereto up to a pressure not exceeding One hundred and Fifty pounds per square inch; (Four) BP in laying the said pipe line shall carry on their operations in such a way as to cause not more than the least inconvenience to us or our foresaids and in particular BP shall lay the pipe line and restore and make good the surface all to our satisfaction; (Five) BP shall be bound to maintain and keep the pipeline in a good and sufficient state of repair in all time coming and shall be bound to make good to our satisfaction and requirements any damage to the surface of the servient tenement caused by any of their operations in connection with the said pipe line; (Six) BP shall indemnify us and our foresaids against all actions, costs, damages, loss, injury, claims and demands occasioned by defects in or operations in connection with the said pipeline (other than such actions, costs, damages, loss, injury, claims and demands as may arise by reason of the fault or negligence of us, our servants or agents)' (Seven) IN CONSIDERATION of the grant of the foresaid servitude right BP shall pay to us and our foresaids the sum of Five pounds sterling at Whitsunday Nineteen hundred and Sixty-eight and yearly thereafter in all time coming; DECLARING ALSO that any dispute or difference between the parties hereto under these presents or under the foregoing conditions shall, failing agreement, be referred to a single Arbiter in terms of the Arbitration (Scotland) Act 1894 or any statutory alteration thereof for the time being in force.

**Entry
Number**

Burden Detail

18 Disposition by Provost Magistrates and Councillors of Burgh of Grangemouth to BP Chemicals (U.K.) Limited and their successors and assignees, recorded G.R.S. (Stirling) 24 Dec. 1968, of that part of the subjects in this Title hatched blue on the Title Plan, contains the following burdens: (First) The feu shall in all time coming be used for recreational purposes involving playing fields, with suitable clubhouse and amenity buildings ancillary to playing fields and recreational activities and shall not be used for any other purpose whatsoever. (Second) The Feuars shall be bound to enclose the feu on all sides at their sole expense with such boundary fences as are appropriate to the use of the land and as are approved by the Superiors, which approval shall not be unreasonably withheld. The said boundary fences shall be erected entirely on the feu and shall be maintained in all time coming solely at the

expense of the Feuars.

**Entry
Number**

Burden Detail

19

Feu Disposition by BP Chemicals (U.K.) Limited to International Synthetic Rubber Company Limited and their successors and assignees, recorded G.R.S. (West Lothian) 17 Dec. 1969, of 20 acres of ground hatched yellow on the Title Plan, with minerals, contains inter-alia the following: Reserving to us and our successors in the ownership of the dominium directum of the feu the right from time to time, and subject to formal agreements to be adjusted at the time, to enter upon the feu for the purpose of constructing and maintaining pipelines, wires, cables and others thereon and to acquire any wayleaves, servitudes and others which may be necessary for such purposes, subject always to the right reserved to the Feuars to re-route or alter the position of such pipe-lines, wires, cables and others whenever they may consider it necessary but that at their own expense and on payment for direct damage thereby caused; declaring that we and our foresaids shall be bound to repair and make good any damage to the feu or any property thereon belonging to the Feuars caused by ourselves, our servants or agents while on the feu for the purpose whatsoever; and also under the following conditions, the feuars shall have the right from time to time and subject to formal agreements to be adjusted at the time, to enter upon adjoining ground at present belonging to us for the purpose of constructing and maintaining pipelines, wires, cables and others thereon and to acquire any wayleaves, servitudes and others which may be necessary for such purposes, subject always to the right reserved to us and our foresaids to re-route or alter the position of such pipelines, wires, cables and others whenever we may consider it necessary but that at our own expense and on payment of compensation for direct damage thereby caused; declaring that the Feuars shall be bound to uphold and maintain the said pipelines, wires, cables and others when constructed in good repair and to remove the same when no longer required by them and to restore the ground to its original condition: And the Feuars shall also be bound to repair and make good any damage to our property caused by themselves, their servants or agents whilst on our said adjoining ground for any purpose whatsoever, and we hereby bind ourselves and our foresaids and the Feuars are hereby bound at all times not to create or allow to exist on our adjoining ground or on the subjects hereinbefore disposed respectively a nuisance of any kind whatever, statutory or otherwise and each to observe the works regulations of the other which may from time to time be in force.

**Entry
Number**

Burden Detail

20

Grant of Servitude containing Disposition by John Millar Colville, proprietor of the Farm and Lands of Gribloch in the Parish of Kippen and County of Stirling, to BP Refinery (Grangemouth) Limited and their successors and assignees recorded G.R.S. (Stirling) 1 Mar. 1971 of an heritable and irredeemable servitude right, tolerance and wayleave over the said Farm and Lands of laying down, maintaining and protecting a line of steel pipe not exceeding 20 inches internal diameter in and through the said Farm and Lands and that along the line between the points marked A and B delineated by a broken black line on the plan annexed and signed as relative hereto for the purpose and use of conveying crude oil or petroleum or its products between Finnart, Loch Long and Grangemouth from and to the works owned or controlled by the said BP Refinery (Grangemouth) Limited or their foresaids or the associated or subsidiary companies of the said BP Refinery (Grangemouth) Limited or their foresaids with all channel iron posts as may be considered necessary for and in connection with the said pipe, which posts shall not exceed three feet in height and shall where practicable be laid in line of fences, hedges etc, contains also the following burdens and conditions:- With full power and liberty to the said BP Refinery (Grangemouth) Limited and their foresaids and their Surveyors, Inspectors, Contractors and others having their authority to enter as and when necessary upon the said lands through which the said pipe is to be

laid for the purpose of laying down the said pipe and other works and for executing such repairs, alterations or renewals thereon as may from time to time be required or for any other necessary purpose in connection with the said pipe and other works provided that before entering on the lands after the said pipe is laid down reasonable notice shall be given to me or my representatives and successors, and my and their tenants to enable me and them by myself or themselves or others of my or their appointment to superintend the operations: Further specially providing and declaring that it shall not be competent to nor in the power of the said BP Refinery (Grangemouth) Limited or their foresaids to alter the line of the said pipe without having previously obtained the consent in writing of me or my foresaids; which servitude right is granted subject to the general conditions specified and contained in the Schedule of Conditions annexed but under the express declaration that if these presents are or could be stated or construed to be at variance with any of the conditions contained in the said Schedule of Conditions the terms of the said Schedule of Conditions shall prevail and take effect; Providing and declaring that neither I nor my foresaids nor my or their tenants in the lands aforesaid shall be liable for any damage caused to the pipe track or pipe therein or other works connected therewith by reason of any or all of the agricultural operations carried on by me or them unless the damage is caused by the negligence of me or my foresaids or my or their tenants or other occupiers or by their servants or agents; Providing and declaring that I or my foresaids shall not erect a dwelling-house or any other building or buildings or plant trees within a distance of ten yards on either side of the said pipe and other works; Reserving always to me and my foresaids full right and liberty to make roads and paths along or across the line of said pipe and to pass drains, sewers or wires over or under the same provided always that the exercise by me or my foresaids of this reserved right shall be done in such a way as not to jeopardise in any way the safety of the said pipe, and I bind and oblige myself and my foresaids to make good all damage done by or through any operations undertaken by me or my foresaids in exercise of such reserved rights and to free and relieve the said BP Refinery (Grangemouth) Limited and their foresaids thereof; And it is hereby provided that the said BP Refinery (Grangemouth) Limited and their foresaids shall be bound and obliged (First) that in laying the said pipe and other works they shall do as little damage as possible to the said lands and shall complete their operations without unnecessary delay, and they shall reinstate and make good all damage done to the surface of the ground by their operations and they shall observe all the Conditions set forth in the said Schedule of Conditions so far as applicable; (Second) that they shall maintain and keep the said pipe and other works always in a thorough and complete state of repair; and (Third) that they shall indemnify me and my foresaids and my and their tenants or other occupiers of the said lands for all loss of stock and crop and surface and other damage which I or they may sustain by or through the operations for the laying, maintenance, renewal or removal of the said pipe and other works and shall make good and repair any other damage of whatever kind that may arise through their operations, declaring specially that, as regards the laying of the said pipe and other works, no claims for loss, injury or damage shall be competent to me or my foresaids or my or their tenants or other parties after the period of seven years from 12 Jul. 1968; And further that they shall make good to me and my foresaids and the tenants and occupiers of the said lands any damage which may arise either to the lands themselves or to the stock and crop thereon from the leakage or bursting of the said pipe through their operations and from their operations in the repair thereof and of the other works connected therewith and shall free and relieve me and my foresaids and my and their tenants of and from all claims of whatsoever nature for all loss injury and damage and of all questions which may be raised by the mineral and other tenants of the lands or by third parties who may be affected by the laying (subject to the foregoing declaration), using, maintaining, renewal or removal of the said pipe and other works, as such claims and others shall, failing agreement, be ascertained and fixed by an Arbitrator to be mutually appointed or, failing agreement, to be appointed by the Sheriff of the County in which the land is situated, whose decision shall be final.

SCHEDULE OF CONDITIONS REFERRED TO IN THE FOREGOING GRANT OF SERVITUDE 1. PAYMENTS BY THE COMPANY TO THE OWNER (a) The Company

shall pay 10/- (Ten Shillings) per lineal yard of Wayleave which is 12ft. 8in. or thereby wide where it runs through lands used for forestry purposes or all land capable of being cultivated for agricultural purposes. (b) The Company shall pay 4/- (Four Shillings) per lineal yard in respect of all other agricultural land. 2. PAYMENTS BY THE COMPANY TO OCCUPIERS OF LAND IN WAYLEAVE AREA The Company shall also pay to Occupiers in recognition of the inconvenience occasioned by the Company's works and the negotiations in connection therewith, the sum of 2/6 (Two Shillings and Sixpence) per lineal yard for land under Clause 1(a) above and 1/- (One Shilling) per lineal year for land under Clause 1(b) above. This sum shall be paid by the Company in addition to compensation for loss or damage as set out elsewhere in these conditions. This sum shall be payable to the Owner (in addition to the payments under 1(a) and /or (b)) where he is also the Occupier. 3. TIME OF PAYMENTS Payment of the sums due under Clause 1(a) and or Clause 1(b) and/or Clause 2 above shall be made either at the date of signing the Wayleave Agreement or at entry, whichever is the earlier. Interest shall be payable at one per cent above bank Rate for the time being on all such sums for any period after they become due, and during which they remain unpaid. 4. WORKING WIDTH The Working Width shall not exceed 60 ft, and this shall include the wayleave area. The Working Width may not be increased without permission from the Owner and Occupier. 5. DEPTH OF PIPELINE No part of the oil pipe shall be less than 3ft. below the surface in land capable of being cultivated for agricultural purposes, and all other land less than 2ft. below the surface. If at any time the pipe appears to be a hazard, or to be becoming a hazard, the Company shall take such steps in consultation with the Owner and Occupier to safeguard the pipe and to permit normal agricultural to take place on the surface. Where the oil pipe intersects pipes or drains at the foregoing agreed depths of 3ft. and 2ft. below the surface, the Company agrees to increase the depth of the oil pipe to allow a minimum of 6 inches clearance between the oil pipe and any such pipes or drains. 6. DITCHES, OPEN WATER COURSES, ETC. Where the pipeline crosses a ditch, open water course, etc., it will be laid beneath the ditch, water course, etc. Protective concrete will be laid above the pipe and there will be not less than one foot between the true cleaned bottom of the ditch, water course, etc., and the top of the protective concrete. The Company shall take such precautions as are possible to minimise the amount of silt carried away during the disturbance of ditches, open water courses, etc., and the amount of silting of ditches, open water courses, etc., arising from the laying of the oil pipeline will be ascertainable from the Record to be prepared in accordance with Clause 21, which will, if so required by the Owner, cover the whole course of such ditches, water courses, etc., through the property concerned and will feature in the claim for damage. The Company shall maintain all such ditches, water courses, etc., in effective condition throughout the pipe laying operations. The foregoing is, however, without prejudice to any claims for damage or deterioration by silting attributable to the Company's operations after the laying of the pipeline whether the ditches, water courses, etc., alleged to be so affected may have been noted in the Record or not. 7. DRAINS, ETC. The Company will reinstate to proper levels using skilled drainers all drainage systems interfered with during the constructional work and in the case of underground drains will remain responsible for ensuring the same standard of drainage as existed before the drains were disturbed for a period of 10 years from the time of reinstatement. Drains shall be prominently marked with pegs at the side of the trench or as soon as they are located during excavation. The reinstatement will include the laying of agricultural field drain tiles on reinforced concrete batons of suitable thickness or other material agreed by the Owner, the provision of additional drains (should these be considered necessary in the opinion of a skilled drainer), and the lifting and relaying of field drain tiles where obvious depression of the ground by heavy equipment has taken place. Before replacing drains the trench shall be filled and compacted to the level of the drain and the trench cut back on each side a distance of not less than 12ins. To inspect the work before the drains are covered over with soil. Such inspection, however, will be in no way regarded as relieving the Company of any liability they may have for the continued efficiency of the drains. 8. WATER SUPPLIES The Company will ensure that, at all places where water is customarily used or drawn there will be an uninterrupted adequate supply of

unpolluted water through the period of the Company's operations. The Company will discuss with the Owner how this can be arranged before entry to the land is given. The Company will repair forthwith all water supply pipes damaged during the work of laying the oil pipe and restoring the surface of the ground. To avoid damage, particularly to lead pipes, from compression of earth by mechanical diggers the track will be excavated by hand digging for a distance of 20 yards on either side of all water supply pipes or such distance as may be agreed with the Owner. In addition, the track of any water pipe will be protected within the working width. The Company shall reinstate to their former condition, immediately the pipe is laid, all catchment areas, water courses, springs, reservoirs, collecting and storage tanks, etc., related to private water supplies which have been interfered with as a result of construction.

9. STRAYING OF STOCK The Company shall take such precautions, after consultation with the Occupiers, as are necessary to prevent the straying of livestock and will relieve both the Owner of such livestock, also the Owner or Occupier of the ground involved of all loss, damage or claims arising from the straying of such animals, and will pay compensation for injury to or death of the animals themselves where such straying is due to any act or omission on the part of the Company.

10. FENCING The Company shall, during construction of the pipeline and before starting any work in any area, fence off the working area including the wayleave strip with a property and efficient stockproof fence. If there is or is likely to be stock on adjoining land. Otherwise the Company shall delineate the Working and Wayleave Areas by posts and ropes or such other manner as may be agreed with the Owner and Occupier, who shall have the right always to demand the erection of a stockproof fence. The Company shall at their own expense maintain any such stockproof fences in a stockproof condition from the date of erection until such time as reinstatement of the land has been completed to the Owner's and Occupier's satisfaction. The Company shall then remove the fence at their own expense. The Company shall erect such stockproof fences in such a manner as to enable livestock to have access to the whole field. The Company shall, during construction of the pipeline, at their own expense erect straining posts in field boundary fences where they are intersected by the working area. Each part of the field boundary fence shall be secured and strained to these training posts. When reinstatement of the land has been completed to the Owner's and Occupier's satisfaction, the Company at their own expense shall fully restore the field boundary fence to its former condition using new materials including, if necessary, new wires throughout its entire length. Where a field boundary fence, hedge, wall or dyke is intersected by the temporary fences along each side of the working area, the Company shall make due provision to ensure that no stock can cross such boundaries at the point of intersection. All restoration work shall be carried out by skilled fencers.

11. DYKES AND WALLS Restoration of dry-stane dykes and other walls will be done by recognised and established skilled tradesmen to the satisfaction of the Owner.

12. HEDGES All hedges destroyed or rendered ineffective by the operations of the Company will be replaced by agreed types of fencing; and in such cases the Owner if he so elects will be entitled at the expense of the Company to replant the hedge so destroyed or rendered ineffective and to require protective stockproof fencing to be maintained until the replanted hedge is again effective.

13. ACCESSES The Company will provide appropriate and adequate crossings over the open pipetrack where the pipetrack intersects roads, drives, paths etc., and if necessary will provide alterative accesses for the Owner and Occupiers, and any other person entitled to use such roads, drives, paths, etc.

14. USE OF PRIVATE ROADS AND WORKING SPACES The Company and their contractors, in certain cases, will require access to the wayleave over private roads and over land where there are no roads. They will also require small areas of ground outwith the working area for storage of plant and equipment. Such facilities will be negotiated by the Company with the Owner and Occupiers well in advance of entry and the Company will be responsible for ensuring that all persons employed in connection with the pipeline keep to these agreed roads, routes and working areas, and when going to and from work through private ground the workmen will be conveyed by lorry to the pipe track or as near thereto as possible. In cases where there is doubt as to what weight can safely be carried on private roads and bridges, which it is agreed the Company can use, the question will be

referred to a qualified roads surveyor preferably of the local County Council. All damage arising from the use by the Company of roads, paths, bridges, working areas, etc., will be reinstated and the Company shall provide and lay tarmac, asphalt, concrete, hardcore, bottoming, etc., as required, and in particular the assessment of damage to roads and bridges which have been used by vehicles will take account of invisible damage to road and bridge foundations, compression and side thrust to the detriment of bridges, roadside walls, fences, hedges, etc. The Owner shall have the right to elect whether to demand reinstatement or to accept compensation.

15. FISHING AND SPORTING RIGHTS The Company will take all reasonable and practical steps to protect fishing or sporting rights in or over land which may be affected by the construction and use of the pipeline, and will pay compensation for any loss or damage suffered in respect of such rights due to such construction and use. In the event of stock, game or wild life being taken by any of the workmen engaged on the construction, the Company will accept responsibility and, in cases of serious poaching or theft will remove the party or parties responsible and compensate the Owner. Dogs or other animals will not be permitted on the site.

16. TIMBER The Company may only fell trees after consultation with the Owner and on such reasonable conditions as may be stipulated by him. Compensation will be payable on the basis of the market value of any timber felled, together with net loss of future profits on the trees felled; each of these items to be agreed before felling starts. Compensation will also be paid for the sterilisation of woodland areas, including the maintenance of such areas. The Company will also pay compensation for any trees which are so damaged as a result of the constructional work that they may die or be reduced in value. Any trees not scheduled to be felled shall not be used in any way as aids to laying the pipes or for any other purpose whatsoever. The Company shall be further liable for any other consequential present or future damage which may be caused to woodlands through these operations and this shall include windblow if occurring as a result of or attributable to felling that part of the woodlands along the line of the wayleave. No nails or staples shall be driven into trees.

17. FIRE RISK In order to safeguard the Owner against loss from damage by fire to timber plantations and other property within an area to be described in the Record, the Company shall either insure against the risk of damage by fire with a reputable insurance Company, or the Company will themselves be responsible in the same extent as would be a reputable Insurance Company with whom such an insurance policy contract existed for any claim arising from damage by fire. It is agreed that such insurance or such responsibility shall commence from the date on which the Company shall take entry to the Owner's land or any other land within a distance of one mile measured along the line or proposed line of the pipe in both directions from the Owner's land, and that such insurance or such responsibility shall not terminate until the company has completed all operations in connection with the installation of the pipeline on and the restoration of the Owner's land and any other land within a distance of one mile from the Owner's land measured as aforesaid. The Company accepts that if any fire starts in an area in which the Company are carrying on operations the Company will accept liability for all consequential damage caused by such a fire wherever it may spread. Subject to the exclusions aftermentioned the cover to be given shall be stipulated by the Owner and included in the Record but shall not be disputed by the Company. No proof of cause of fire shall be required of the Owner, nor denial of responsibility competent to the Company, but it is agreed that fires, arising from earthquake, subterranean fire, riot, civil commotion, hostilities, rebellion or from lightning is excluded from the cover given.

18. RESTORATION OF LAND The land will, in every respect, be restored to its former condition as far as is practicable. Topsoil will be kept apart from sub-soil; all trenches will be back-filled as soon as possible after the laying of the pipeline and great care will be taken to ensure that this back-fill is consolidated; and excavated material will be replaced with top-soil uppermost to restore the land to its former condition. If required, to ensure full restoration, the Company shall provide additional top-soil. Cultivated turf shall be supplied where appropriate. The top-soil of agricultural land shall be left in a loose friable and workable condition, and at its original full depth, and over the whole working width. If the Owner or Occupier demands it, the Company shall loosen with an agricultural

cultivator the top 12 inches of sub-soil before backfilling takes place, how much mounding if any, of the surface of the track is desired, and surplus sub-soil will be removed if necessary, but in this case no subsequent claim for subsidence will be entertained by the Company. The Occupiers shall have the option of carrying out at the Company's expense any necessary cultivations, including the sowing of seeds and fertilisers, for the restoration of the land to its former condition. The Company shall provide at their own expense any seeds and fertilisers which the Occupiers may require to complete the restoration.

19. TRIAL BORINGS All trial borings to be made by the Company or their contractors prior to the commencement of constructional work will be carried out at times to be agreed with the Owner and Occupier; these borings will be made with as little disturbance as is reasonably practicable and in all cases where possible by means of hand augers.

20. NOTICE AND PROGRAMME OF WORK The Company, as well as arranging in advance of entry to land the matters relating to fencing, water supplies, private roads usage and tree felling, all as provided for in these Conditions, will give the Owner and Occupier not less than one month's written notice of the intention to commence operations and such notice will include an indication of the movements of plant and equipment. Also the Company will give to the Owner and Occupier as soon as possible and before entry is given such details of the proposed works as concern the Owner and Occupier including the estimated dates of commencement and completion of the section of the pipeline applicable to the Owner's land affected and at the same time the Company will, if requested, provide the Owner and Occupier with a 25in. scale plan of the Owner's land affected by the wayleave with the pipe track shown thereon. The Company's Resident Engineer will advise the Owner and Occupier of any alterations in the programme of work.

21. RECORD Before entering on any property or commencing any construction work, a Record of the state of condition of any property proposed to be affected shall be prepared if the Owner or Occupier so desires, and agreed with the Company. The said record, when agreed by the parties, will be signed by the Company's Surveyor and by the Owner and Occupier or his nominated Agent or Surveyor. The Company, the Owner and the Occupier will each be supplied with a copy of the Record, and all the expenses of preparing the said Record will be borne by the Company including the expenses of the Owner's Surveyor.

22. SUPERVISION OF WORK All construction work will be carried out under the direct supervision of the Company who will be responsible for appointing a sufficient number of local representatives authorised to deal on behalf of the Company with any complaint arising and for notifying Owners and Occupiers of land of the identity, address and telephone number of the appropriate representatives. The Company will accept responsibility and will be liable for the actions of their Contractors, their Sub-Contractors and all persons employed in connection with the pipeline and all negotiations by the Owner or Occupiers will be conducted with the Company and no other party.

23. CATHODIC PROTECTION Where cathodic protection of the pipeline is provided by the Company all buildings, structures, or water pipes on or under adjoining land which are likely to be detrimentally affected shall be protected by the Company either by bonding-in such buildings, structures and water pipes to the protective system or by some equally effective method to the Owner's satisfaction.

24. MARKER POSTS The line of the pipe will be permanently marked at each field boundary by means of a marker post, the final location and type to be agreed with the Owner but they shall normally be placed in the fence or hedge line or immediately adjacent to the surrounding wall. In the event of such markers interfering with operations on the surface any additional wayleave payment shall be payable as may be agreed between the parties concerned. Marker posts will not be treated with any toxic substance likely to be detrimental to livestock. The erection and maintenance of these marker posts shall be the responsibility of the Company.

25. DEVELOPMENT OF LAND (a) If at any time the Owner wishes to develop land affected by the pipeline, or to accept and offer from some person who wishes to develop such land, the Owner shall if the said proposed development of the land is prevented in whole or in part by reason only of the existence of the pipeline, give written notice to the Company of the said proposed development including details of the application for and refusal of or conditional grant of planning permission in principle by the Planning Authority. Within six calendar months of the receipt of such written

notice, the Company shall give their decision in writing to the Owner that they intend to divert the pipeline or that they intend to pay compensation for all losses arising from their decision not to divert the pipeline, including, without prejudice to the foregoing generality, losses of Development Value. (b) If the Company shall decide to divert the pipeline as aforesaid to a route to be agreed between the Company and the Owner they shall be liable for the whole expenses of such diversion and for all consequential damage suffered by the Owner, lessee, occupier and their parties attributable to the said diversion and also for the cost of any new Grant of Servitude which may be required for such diversion, the Owner being bound to grant the same on the said conditions as apply to the present pipeline. The Company shall not be required to make any further wayleave payments in respect of the diversion within other land belonging to the Owner except in so far as the alternative route exceeds in length the original line of the pipe being diverted. The Company shall also be liable to pay interest at one per centum per annum over Bank Rate for the time being on any payments or payment which would have been received by the Owner or Occupier in connection with the said development but for the existence of the pipeline, and such liability shall continue from whichever is the later of the date on which the Company is due to complete the diversion of the pipeline as notified to and accepted by the Owner pursuant to the terms of paragraph 25(c) hereof and the date on which such payment or payments would have become payable until whichever is the earlier of the date on which such payment or payments are duly received and the date on which the said diversion is duly completed. (c) Notwithstanding the terms of paragraph 25(b) hereof and subject to the provisions hereafter appearing in this paragraph the Company shall also be liable to pay compensation as detailed in paragraph 25(d) hereof if delay on the part of the Company in implementing a decision to divert the pipeline as aforesaid results in the frustration or partial frustration of the proposed development. For the purposes of this paragraph, when the Company intimates a decision to divert the pipeline it shall also advise the Owner in writing of the time required to complete the diversion. Within one calendar month of the receipt of such advice the Owner shall notify the Company in writing whether or not completion of the diversion within the time specified will be acceptable to him and if such completion is not acceptable then the Company will not proceed with the diversion but shall instead pay compensation as provided in paragraph 25(d) hereof. If the Owner notifies the Company that such completion is acceptable or if the Owner fails to notify the Company whether such completion is acceptable or not, then if the Company duly achieves such completion within the time specified no claim by the Owner that delay in the diversion of the line has resulted in the frustration or partial frustration of the proposed development shall lie against the Company. (d) If the Company shall decide to pay compensation as aforesaid, the amount of such compensation shall be by agreement with the Owner and, failing such agreement shall be determined by Arbitration as provided for in Clause 43 hereof. The Company shall be liable to pay interest at one per centum per annum over Bank Rate for the time being on the said compensation agreed or determined as aforesaid from the date of the expiry of the said notice of six calendar months until date of settlement. Where pursuant to this paragraph the Company has paid to the Owner compensation in respect of partial frustration of a proposed development and where within a reasonable time thereafter the Owner has failed to complete such part of such development as was not frustrated, the Owner shall repay to the Company such proportion of the compensation as may be related to that part of the development, which is not completed, provided that if the owner having received compensation from the Company under this paragraph, sells the land for development and the proposed development is not completed within a reasonable time the Company shall not claim repayment of the compensation or any part of it from the Owner. (e) If the Company shall fail to intimate their decision within six calendar months in terms of paragraph 25(a) hereof, the Owner shall be entitled to interpret such failure as a decision by the Company to pay compensation as aforesaid, and the Company shall become liable to pay compensation with interest as aforesaid as if they had intimated their decision to do so. (f) Notwithstanding the provisions of Clause 25 the Company shall not be liable to pay compensation if the Company can prove that planning permission has

been or would have been refused for the proposed development on grounds unrelated to the existence of the pipeline nor shall the Company be liable to pay compensation as aforesaid more than once in respect of any particular piece of land, unless the previous payment of compensation has been repaid to the Company as aforesaid.

26. FUTURE FORESTRY DEVELOPMENT In the event of the Owner wishing to plant with trees for shelter, forestry or other commercial purposes any land affected by the pipeline, he will provide the Company with full relevant details of the proposed planting. The Company shall then become liable to pay the Owner-

(a) The difference between the lower rate of wayleave as set out in Clause 1(b) above, and the higher rate set out in Clause 1(a)- but only if the original wayleave payment was made at the lower rate.

(b) Compensation for any extra costs involved in preparing the land for planting, including the provision of fencing, access roads, drainage systems, etc. due to the presence of the pipeline.

(c) Compensation for any extra costs due to the presence of the pipeline in establishing and maintaining the plantation including repairs, maintenance and renewals of fences, boundaries and drainage and weeding and cleaning the wayleave area, management of the plantation, including administrative, supervisory and office expenses; protection from fire, vermin, etc. and loss of productivity of timber along the edges of the plantation bordering the wayleave area.

(d) compensation for sterilisation of the wayleave area.

27. MINERALS The Owner will not be responsible for damages caused by subsidence as a result of mineral workings but in the event of the Owner intending to work the minerals under the pipeline he shall give written notice thereof to the Company.

28. REINSTATEMENT RATHER THAN COMPENSATION The Company accepts as a general principle that they will carry out reinstatement of land rather than pay compensation.

29. COMPENSATION (a) Where no restoration or only partial restoration is carried out by the Company or where restoration is not to the satisfaction of the Owner and Occupiers, the Company shall compensate the Owner or Occupiers (as the case may be) for all damage which can be shown to be caused by the construction or existence of the pipeline to such land or to buildings or to any other erections, fences, ditches, drains, water supplies, gates, roads, or to any other items in or on such land, and in addition the Company shall pay compensation to the Owner or Occupier for all loss including loss of profit for damage done to growing crops, grass land and grazings, for interference, disturbance and severance, for loss of manorial values, for all extra cultivations and fertilisers and for any other reasonable expenditure (including additional field drainage or ditching required to bring the land back to its original state) and for any other additional costs which can be shown to be attributable to the construction or existence of the pipeline.

(b) In the event of any livestock being damaged, injured or killed, due to the existence of the pipeline, or any works or any action carried out in connection therewith, the Company shall immediately pay the Owner of the livestock full compensation for his loss.

(c) The Company accepts the general principle that the Owners may claim compensation for the costs of their own time spent on matters arising from the laying of the pipeline or the restoration thereafter of the land in question. For the purposes of this sub-clause, the expression "own time" may include time spent on behalf of the Owner or Occupier in question by their respective employees or agents.

30. PAYMENT OF COMPENSATION Except in so far as inconsistent with Clause 25 of this present Schedule of Conditions, any compensation due to the Owner or Occupier shall become payable within one calendar month after written lodgement of the Owner's or Occupier's claim or any part thereof, and interest shall be payable on the compensation due from the date of such written lodgement until the compensation is paid in full at 1 per cent over the Bank Rate for the time being, provided that should the Company settle the Owner's or Occupier's claim within one calendar month as aforesaid there shall be no liability to pay interest as aforesaid. In calculating any interest to be paid there shall be taken into account any payments to account which the Company have made, under Clause 34.

31. SURFACE WORKS Where the Company requires any permanent surface works they shall attempt to site them according to the Owner's or Occupier's preference, and they shall make such payment to the Owner as they may agree with him which payment shall be additional to the wayleave payment.

32. CLAIMS AGAINST OWNER The Company

will in all time coming free, relieve and indemnify the Owner against all claims made against him by Occupiers or Third Parties arising from the construction of the pipeline or from its presence in the land or from the escape of its contents, except where such escape is due to the negligence or wilful fault of the Owner. It is agreed, that for the purpose of this Clause, negligence should be determined having regard to the provisions relating to negligence in Clause 40. 33

PROFESSIONAL CHARGES AND OTHER COSTS All professional charges reasonably incurred by the Owner and Occupiers in connection with the acquisition by the Company of any wayleave right or other interest in the land or in relation to any claim of any nature arising from the construction or existence of the pipeline will be borne by the Company and where any or all of the aforementioned matters are dealt with by a permanent factor, the Owner will be entitled to claim from the Company a sum equivalent to the R.I.C.S. or C.L.A.S. scale fees depending upon whether the factor is a Chartered Surveyor or a Chartered Land Agent. If the factor is neither or if the Owner deals with the matter himself the Owner will be entitled to claim from the Company a sum equivalent to the C.L.A.S. Scale fees. 34.

PAYMENT TO ACCOUNT Where the precise amount of any item of compensation payable to the Owner or Occupier cannot be fully determined within three months of making a claim therefore the Company will forthwith thereafter and without prejudice to the final settlement of the matter make such payment to account as shall be agreed between the parties. 35. **ABANDONMENT** Should the Company at any time after the construction of the pipeline decide to abandon it, the Company will render it and its ancillary works harmless in terms of Section 25 of the Pipelines Act, 1962 and will give the Owner written notice to that effect. 36.

TRANSFER OF PIPELINE Upon the transfer of the pipeline to any other party the Company will ensure that their obligations in respect thereof, including the obligation imposed by this Clause, will be undertaken by the party to whom the transfer is made. 37. **GENERAL** (a) The Company will not permit caravans or huts to be brought on to the Owner's land for sleeping accommodation of workmen and will ensure that all workmen leave the Owner's land at the conclusion of their duties each day. (b) Work on the pipeline shall normally cease at dusk, but in the event of work continuing beyond dusk, the Owner and Occupiers shall be notified in advance. (c) The Company shall provide such sanitary equipment as may be considered necessary for the convenience of workmen to avoid fouling the surrounding land and will ensure that debris and welding rods are not left on the Owner's land. (d) In the event of an outbreak of any notifiable disease (e.g. Foot and Mouth, Fowl Pest and Swine Fever) in the district through which the pipeline is being laid, constructional work will cease immediately until the Department of Agriculture and Fisheries for Scotland express themselves satisfied that it is safe to proceed. Further, it is agreed that in the event of an outbreak of Foot and Mouth Disease in the United Kingdom or Eire all work on the pipeline will cease immediately on the demand of the Owner, and will not be resumed until the Owner expresses himself satisfied that it is safe for the work to proceed, or has agreed with the Company conditions for resumption. (e) The Company will make suitable arrangements with Occupiers in regard to the Company's operations during lambing and calving periods. (f) As far as is practicable, no more than one mile of pipetrack will be open at any one time. 38 **INSPECTION AND MAINTENANCE** (a)

Except in the case of emergency reasonable notice will be given by the Company to the Owner and Occupiers of access required to the wayleave area for the purposes of inspecting and maintaining the oil pipe or carrying out such alterations or renewals thereof as may from time to time be needful. (b) In the event of an outbreak of any notifiable disease (e.g. Foot and Mouth, Fowl Pest and Swine Fever) in the district through which the pipeline runs all maintenance or repair work and inspections shall cease immediately and shall not again take place until the Department of Agriculture and Fisheries for Scotland express themselves satisfied that it is safe to proceed. It shall be at the sole discretion of the Owner to prohibit such maintenance, repair or inspection as provided for in Clause 37(d). (c) Notwithstanding the provision of Paragraph (b) of this Clause in the event that urgent repairs to the oil pipe and ancillary work should become necessary the Owner shall not unreasonably delay or withhold permission to carry out such repairs unless the Department for Agriculture and Fisheries for Scotland expressly

forbid any works in the area. The Company will be responsible for all loss sustained by the Owner or Occupier as a result of an outbreak of the notifiable disease concerned during the period following the date of the Company's entry into the land for such urgent repairs until the immediate area is cleared by the Department of Agriculture and Fisheries for Scotland. (d) All the conditions in this Schedule of Condition, shall, so far as relevant, apply equally to the maintenance, repair and renewal of the pipeline as they do to the original laying of it. 39. IDENTIFICATION The Company's personnel, representatives, servants, agents or contractors will carry and must produce on request, means of identification at all times when visiting or working on the pipeline. 40. DAMAGE TO THE PIPELINE If the pipeline, after it has been laid and the land restored is accidentally damaged by the Owner or by any of his employees, or by any contractor, licensee or agent of the Owner or by any other person whatsoever acting with the permission of or under the authority of the Owner while engaged in carrying out any operation on the land, the Company shall bear the cost of the repairs or renewals of the pipeline and the subsequent restoration of the land, except where such damage is due to the wilful fault or negligence of the Owner or any of the other aforementioned parties for whom he may be responsible. Declaring that the Owner shall not be liable for the wilful fault or negligence of any employee, or contractor, licensee or agent provided that the Owner has notified them in writing of the existence of the pipeline. The Company agrees that negligence of the Owner etc., shall not arise from the carrying out of normal agricultural or forestry operations provided always that where the Owner proposes within 10 feet on either side of the pipeline to disturb the soil to a depth exceeding 1ft. 6in. to lay main or other land drains to make ditches or water courses, to plough land for forestry purposes, he shall give the Company seven days' notice of his intentions and details of the methods by which he intends to carry out the operations. On receiving such notice the Company will, within those seven days, at its own discretion exercise its option of (a) agreeing, having taken any necessary precautionary measures to the operations being carried out as planned, (b) laying down reasonable conditions under which the operations can be carried out, or (c) providing extra support over the pipe track to enable the proposed operations to be carried out, in which case they may lay down conditions for the use of such crossing or crossings. If the Owner fails to give due notice to the Company or fails to implement any of the conditions laid down by the Company he shall be liable for any damage that may be caused to the pipeline by himself, his employees or agents, but by no other person. If, within seven days of the receipt of such notice by the Company, the Owner shall not have received notice from the Company of any conditions under which the operations should be carried out as planned and the Owner shall be in no way liable for any damage caused to the pipeline as a result of the operations being so carried out. It is agreed that notice shall be deemed to have been served on the Company if it is sent by Recorded Delivery post to the Company's Registered Office and any notice so served shall be deemed to have been received on the day following that on which it was posted. Where the Company lays down conditions it shall compensate the Owner for any loss or damage which may arise (including additional expense and loss of profit). Provided that the Owner may use any vehicle of such a type as is used for normal agricultural or forestry operations in his area for the time being without limit to weight, but if before the pipe has been laid, he wishes generally to use any unusually heavy vehicle of any unusual type for any agricultural or forestry purpose he shall inform the Company of the routes which such vehicle will follow when crossing the pipeline to enable the Company to provide extra support over the pipeline on such routes before the pipeline has been laid, and thereafter, the Owner shall not be liable for any damage which may be caused to the pipeline by the use of any such unusually heavy vehicle on such specified routes; and provided that if, after the pipe has been laid, the Owner wishes to use any unusually heavy vehicle for any purpose which will cross the pipeline the same conditions shall apply as if the Owner wished to lay a main or other land drain within 10 feet on either side of the pipeline. 41. DAMAGE CAUSED BY CONTENTS OF PIPE The Company shall pay compensation to the Owner, Occupiers and Third Parties for any damage and consequential loss caused by the contents escaping from the pipe during construction or after completion thereof, except where such escape is due to

the negligence or wilful fault of the Owner. It is agreed that for the purpose of this Clause negligence should be determined having regard to the provision relating to negligence in Clause 40. 42. EXPLOSIVES If it is proposed to use explosives, regulations regarding their storage and use shall be strictly observed, and agreement shall be obtained from the Owner, Occupiers, Authorities and all others affected concerning their use and the timing of blasting operations. 43. ARBITRATION In the event of any dispute between the Company and the Owner as to the amount of compensation payable or as to the amount of reinstatement required or as to the legal interpretation of any agreement entered into between the Parties, or as to any other matter whatsoever arising between the Parties, the same shall be referred to an Arbiter to be appointed failing agreement by the Sheriff of the County in which the land is situated. If an Occupier so agrees this Clause shall apply to any such dispute between the Company and such Occupier. 44. In this Agreement the masculine shall include the feminine and the singular shall include the plural and the plural the singular where applicable. Note 1: The plan annexed and signed as relative to the foregoing Grant of Servitude has not been produced to the Keeper, therefore the references on the plan referred to in the foregoing Entry cannot be identified in relation to the subjects in this Title. Note 2: The Supplementary Grant of Servitude in Entry 66 states that the foregoing Grant of Servitude is deemed to be incorporated mutatis mutandis into the said Supplementary Grant of Servitude as if the Cathodic Protection Wayleaves specified therein had formed part of the servitude rights granted by the foregoing Grant of Servitude.

**Entry
Number**

Burden Detail

21

Deed of Servitude containing Disposition by Bakelite Xylonite Limited as proprietors of 56.437 acres on the south-west side of the road from Grangemouth to Bo'ness (hereinafter referred to as "the servient tenement") to BP Chemicals International Limited and their successors and assignees (hereinafter referred to as "BP"), recorded G.R.S. (Stirling) 15 Mar. 1972, of servitude right, privilege and tolerance of wayleave for laying down, using and maintaining underground (First) a line of wrapped mild steel pipe for the conveyance of Styrene under and along the north boundary of the servient tenement along the route indicated by a red line on the plan annexed and subscribed as relative hereto and (Second) a line of wrapped mild steel pipe for the conveyance of Acrylonitrile under and along the north boundary of the servient tenement along the route indicated by a green line on the said plan, said pipes to extend between the east boundary of the servient tenement from the point marked "B" and to cross the servient tenement in a westerly direction to the west boundary of the servient tenement to the point marked "A" all as shown on the said plan, which pipes may be used for the conveyance of such other material or materials as may be agreed upon in writing between the parties hereto: TOGETHER WITH a right of access to BP and their employees to the servient tenement at all times on reasonable notice having been given to us or our successors as proprietors of the servient tenement for the purposes of laying down the said pipes and also as required from time to time of inspecting, maintaining, replacing, removing and renewing the same and for any other necessary purposes; DECLARING that the said servitude rights are granted WITH AND UNDER the following conditions and obligations, videlicet:- (One) there is reserved to us and our foresaids (a) the right to alter existing roads or buildings on the servient tenement and to build new roads or buildings near the said pipelines, and Three months' notice shall be given by us to BP of any such proposed operations, declaring that BP shall be bound to reimburse us or our foresaids for any extra expense whatsoever incurred by us or our foresaids as a result of the existence of the said pipelines on the servient tenement, provided that BP shall be entitled to divert the said pipelines to an alternative route to be agreed upon between us and BP in the event of such diversion proving less costly to BP than the extra expense referred to above: BP being bound always to reimburse us for any inconvenience, loss or damage caused directly or indirectly as a result of the diversion of said pipelines, and (b) the right to request BP on three months'

notice having been given by us or our foresaids in writing to relay or re-site the said pipelines in positions and along courses to be approved by us or our foresaids, which re-sited pipelines shall be subject to the whole terms and conditions herein contained: Declaring that we shall not at our own hand request that the said pipelines be diverted on more than one occasion provided that on the first diversion BP shall relay the said pipelines at a depth of not less than Four feet Six inches: (Two) BP shall be bound to obtain from local or other authorities all necessary permissions and consents required by statute, bye-laws or otherwise relating to the laying of the said pipelines and that all at BP's sole expense: (Three) the said pipelines shall be constructed of wrapped mild steel of not more than Three inches in diameter and shall be laid at a depth of not less than Two feet Six inches beneath ground level, which pipelines shall be used for the conveyance of Styrene and Acrylonitrile or such other material or materials as may be agreed upon in writing by the parties hereto up to a pressure and exceeding One hundred and Fifty Pounds per square inch; (Four) BP in laying the said pipelines shall carry on their operations in such a way as to cause the least inconvenience to us or our foresaids and in particular BP shall lay the said pipelines and restore and make good the surface all to our satisfaction: (Five) BP shall be bound to maintain and keep the said pipelines in a good and sufficient state of repair in all time coming and shall be bound to make good to our satisfaction and requirements any damage to the surface of the servient tenement caused by any of their operations in connection with the said pipelines: (Six) BP shall indemnify us and our foresaids against all actions, costs, damages, loss, injury, claims and demands occasioned by defects in or operations in connection with the said pipelines (other than such actions, costs, damages, loss, injury, claims and demands as may arise by reason of the fault or negligence of us, our employees or representatives whomsoever); (Seven) in consideration of the grant of the foresaid servitude rights, BP shall pay to us and our foresaids the sum of Five Pounds Sterling at Martinmas Nineteen hundred and Seventy one and yearly thereafter in all time coming declaring also that any dispute or difference between the parties hereto arising under these presents shall, failing agreement, be referred to a single Arbiter in terms of the Arbitration (Scotland) Act 1894 or any statutory alteration thereof for the time being in force. Note: The plan annexed and signed as relative to the foregoing Deed of Servitude has not been produced to the Keeper, therefore the references on the plan referred to in the foregoing Entry cannot be identified in relation to the subjects in this Title

**Entry
Number**

Burden Detail

22 Disposition by BP Chemicals International Limited to South of Scotland Electricity Board and their successors and assignees, recorded G.R.S. 21 Jun. 1973, of the subjects tinted green and numbered 2 in red on the Title Plan, contains the following right that is a burden on the subjects in this Title: A servitude right of access to and egress from the said area of ground by the access roadway but declaring that the said servitude right of access to and egress from the subjects hereby disposed along the said roadway shall subsist only so long as we, the said BP Chemical International Limited shall determine, and in the event of our at any time deciding to built upon, redevelop or otherwise use the whole or any part of the said access road we shall be bound as we hereby bind ourselves to provide an alternative right of access to and egress from the subjects hereby disposed along such alternative route as may be agreed by the parties hereto and, if required, to grant in favour of the said disponee a valid Deed of Servitude constituting the said alternative right.

**Entry
Number**

Burden Detail

23 Agreement recorded G.R.S. (Stirling) 25 Jan. 1974, between Bakelite Xylonite Limited (hereinafter called the "First Party") and British Gas Corporation (hereinafter called the "Second Party"), in the following terms: FIRST: The First

Party in consideration of the conditions and obligations afterwritten hereby grant and dispo to the Second Party and their successors a heritable and irredeemable (except as aftermentioned) servitude right over the subjects aftermentioned of laying down and maintaining underground a line of gas pipe of a diameter of sixteen inches for supplying gas with all necessary works and that for a distance of approximately one hundred and seventy eight yards. With power to the Second Party or their contractors or servants to enter upon the said lands for the purpose of laying down (so far as not already done), inspecting, maintaining, repairing and renewing the said pipe or for any other necessary purposes in connection therewith: SECOND: The said pipe shall be laid (so far as not already done) at such a depth as shall not interfere with ordinary agricultural operations, namely, at a depth of not less than three feet and shall be maintained by the Second Party in a complete state of repair. The First Party or their successors shall not carry out or cause or permit to be carried out operations on the said lands which reduce the depth of soil above the said pipe. THIRD: The Second Party undertake so far as is reasonably practicable to restore (so far as not already done) the surface of the ground to the condition in which it was immediately prior to the commencement of their operations on the said lands and to clear the same of all plant and debris all to the reasonable satisfaction of the First Party, or their foresaids, including on the occasion of any inspection, maintenance repair and renewal of the said pipe and the Second Party shall indemnify the First Party on demand against on demand against all claims by third parties in connection with or arising out of the operations of the Second Party except where such claims are caused by the negligence of the First Party, their servants, contractors or agents. FOURTH: The First Party and their foresaids shall not be liable for damage caused to the said pipe by agricultural operations on the surface of the said lands except where such damage arises as a consequence of the default or negligence of the First Party or their foresaids or their servants, contractors or agents. FIFTH: Subject to Clause Fourth hereof, the First Party or their foresaids shall not do or cause or permit to be done on the said lands anything calculated or likely to cause damage or injury to the said pipe or works and will take all reasonable precautions to prevent such damage or injury. SIXTH: The First Party or their foresaids shall not erect or install or cause or permit to be erected or installed any building or structure within twenty five feet of the said pipe or do anything likely to have an adverse effect on the said pipe within the said restricted area. SEVENTH: If by reason of the Second Party permanently discontinuing the supply of gas by means of said pipe or if for any other cause the said servitude right ceases to be of use to the Second Party, the Second Party shall, on giving to the First Party or their foresaids six months' in writing prior to the term of Whitsunday in any year, be entitled to give up the said servitude right at such term of Whitsunday (which servitude right shall then be held to be discharged): Declaring always that on termination as aforesaid the Second Party shall render the said pipe and gas works safe or in the option of the First Party the Second Party shall on demand remove the said pipe and works and restore the ground to the reasonable satisfaction of the First Party. EIGHTH: Any dispute arising between the parties in connection with this Agreement or the matters herein referred to is hereby referred to the decision of an Arbiter to be mutually chosen appointed by the parties or failing agreement by the Sheriff of The Lothians and Peebles on the application of any of the parties and the decision of such Arbiter shall be final and binding upon the parties hereto. Note: Only a monochrome copy of the plan annexed to the foregoing Agreement has been produced to the Keeper and the precise location of the line of the gas pipe cannot be determined.

**Entry
Number**

Burden Detail

24 Deed of Servitude containing Disposition by Bakelite Xylonite Limited (proprietor of 56.437 acres of ground forming part of the subjects in this Title) to South of Scotland Electricity Board and their successors and assignees (proprietors of the electricity sub-station site at eastern end of Reddoch Road tinted green and numbered 1 and 2 in red on the Title Plan), recorded G.R.S. (Stirling) 10 Nov. 1976, of servitude right of way for the purpose of access to and egress from the

said electricity sub-station site over part of Reddoch Road provided always that in the event of us or our successors at any time deciding to build upon or redevelop the section of the said road or any part thereof we shall be entitled to terminate the said servitude right hereby granted on giving not less than three years' prior notice in writing to our said disponees or their foresaids of our intention so to do: But declaring that in the event foresaid we shall be bound as we hereby bind and oblige ourselves and our foresaids to provide an alternative right of way for the foresaid purpose along such alternative route within the remainder of our said subjects as shall be agreed between us and our said disponees or their foresaids and to grant in their favour of a valid Deed of Servitude constituting the said alternative right of way and incorporated a discharge of these presents on condition that our said disponees or their foresaids shall bear the reasonable legal expenses incurred by us or our foresaids in connection therewith: DECLARING (One) that we and our successors shall not be obliged to maintain the said section of Reddoch Road so far as it is within our property in any way or to any particular standard our said disponees should they so desire being responsible for any maintenance required on said road; (Two) our said disponees and their foresaids shall at their sole expense make good any damage caused in their exercise of the right of access hereby granted or to our property adjoining as a result of or in any way arising out of their exercise of the said right of way; (Three) our said disponees and their foresaids shall be bound to free and relieve us and our successors of and from any claims and demands arising which might be made against us or our foresaid as a result of or in any way arising out of the exercise of our said disponees or their foresaids of the said right of access or in any manner of way whatsoever whether in exercise of the said right hereby granted or otherwise in connection therewith except such claims or demands as may be due to or shall arise out of the negligence or wrongful act of us or our foresaids and our and their employees or representatives whomsoever.

**Entry
Number**

Burden Detail

25 Agreement recorded G.R.S. (Stirling) 17 Jan. 1977, between BP Chemicals Limited (hereinafter called "the Owner") of the one part and BP Trading Limited (hereinafter called "BP") and Imperial Chemical Industries Limited (hereinafter called "ICI") of the other part, in the following terms: 1. SUBJECT as hereinafter provided the Owner shall grant and hereby by his execution hereof, binds himself and his successors in the said lands to grant and the Companies shall take a Grant of Servitude and rights in the form of the draft annexed and executed as relative hereto (hereinafter called "the Intended Grant") with such modifications only as are or may be necessary:- (i) having regard to the title of the Owner in accordance with Clause 9(i) hereof and (ii) to give effect to the provision of Clause 4 hereof and so that (a) the said modifications shall be settled in default of agreement by Counsel nominated by the President for the time being of the Law Society of Scotland and (b) the Counsel so nominated shall act as an expert and not as an arbiter. 2. IN this Agreement:- (i) the expressions "the Authorised Pipe-Line" "the pipe-line" "the Specified Rights" "the Described Land" and (subject to the provisions of Clause 4 hereof) "the Wayleave Strip" shall have the meanings respectively assigned to them in the Intended Grant. (ii) "the Occupier" means and includes the person or persons (other than the Owner) who shall for the time being be in occupation of the Wayleave Strip or any part thereof. 3. Subject to the provisions of Clause 8 hereof the date for completion of the Intended Grant shall be on or before the Twenty eighth working day after the date on which the Companies' Surveyor certifies in writing to the parties hereto that the construction of the pipe-line has been completed. 4. If the Companies discover that by reason of rock or other physical obstacles or soil conditions it is not practicable to lay the pipe-line along the said line shewn coloured red on the plan or plans annexed to the Intended Grant then:- (a) the Companies shall be entitled to lay the pipe-line along such other line within the Described Land as may be agreed between the Owner and the Companies or as may in default of such agreement be determined by an arbiter to be appointed by the Chairman for the time being of the Scottish

Branch of the Institution of Civil Engineers as being the line which will occasion the least possible interference with the use and enjoyment by the Owner of his land commensurate with the reasonable requirements of the Companies in connection with the construction and maintenance of the pipe-line. (b) there shall be annexed to the Intended Grant a new plan or plans in substitution for the plan or plans now annexed thereto and on such new plan or plans there shall be shown by a line coloured red the line of the pipe-line agreed or determined in accordance with the foregoing provisions and (c) the expression "the Wayleave Strip" where hereinafter used shall have the meaning assigned to it in the Intended Grant construed by reference to the line of the pipe-line as so agreed or determined as aforesaid 5. (i) The Companies shall be entitled at any time after the date hereof on giving to the Owner not less than Twenty one days' previous notice in writing to enter by their respective employees agents and contractors into and upon the Wayleave Strip for the purposes of constructing and using the pipe-line and any such entry shall be deemed to be in exercise of the Specified Rights and so that the Owner and the Companies shall have the like rights and obligations as if the Intended Grant had been executed. (ii) The Companies shall likewise be entitled to enter into and upon a strip of the Owner's land having a width of no more than fifty feet embracing the pipe-line such strip of land to be used during the construction period as a working space and the use thereof by the Companies and their respective employees agents and contractors shall be deemed to be subject to the provisions of Clause 3 of the Intended Grant as if the Intended Grant had been executed and the provisions of Clause 3 thereof where thereby applied to such strip of land. (iii) All construction work will so far as is practicable be carried out under the supervision of the Companies' engineer who will appoint a sufficient number of local representative authorised to deal on behalf of the Companies with any complaints arising from the Owner or the Occupier and the Companies will notify the Owner and the Occupier of the identity address and telephone number of the appropriate representative. (iv) Pending completion of the construction of the pipe-line and the appointment of the Agent (as defined in the Intended Grant) the Companies' said engineer or his appropriate representative shall be deemed to be the Agent. 6. (i) The consideration for the Intended Grant shall be a sum calculated at the rate of One pound 35 pence per yard and based on the actual length of the pipe-line as laid. (ii) In addition to and as a separate payment from the consideration referred to in sub-clause (i) hereof the Companies will where any part of the pipe-line is laid in land of which the Owner is in occupation pay to the Owner on completion an additional sum calculated at the rate of Forty five pence per yard and based on the actual length of the pipe-line as laid. (iii) The Companies shall pay to the Owner immediately prior to the first date of entry as mentioned in Clause 5 (i) hereof or (if entry has been taken prior to the date hereof) on the signing of this Agreement on account of the moneys payable under sub-clauses (i) and (ii) hereof a sum being 90% of each of the amounts estimated to be payable under the said sub-clauses (i) and (ii) based in each case on the estimated length of the pipe-line. (iv) On completion of the Intended Grant the Companies shall pay to the Owner the sums calculated in accordance with sub-clauses (i) and (ii) hereof after deducting therefrom such sum or sums as shall have been paid to the Owner on account thereof under the provisions of sub-clause (iii) hereof together with interest at such rate as may from time to time be prescribed by regulations made by the Treasury in accordance with Section 40 (1) of the Land Compensation (Scotland) Act 1963 on the unpaid balance or balances from the first date of entry by the Companies as mentioned in Clause 5 (i) hereof. Where entry has been taken prior to the date hereof interest shall be paid at the like rate on the whole of the aid sum or sums calculated in accordance with sub-clause (i) and (ii) hereof from the date of first entry until the date of the 90% payment or payments in accordance with sub-clause (iii) hereof. (v) Where the Wayleave Strip crosses a public road the said rate of One pound 35 pence per yard shall not apply to the part of the pipe-line laid in the sub-soil thereof but the sum of £2 shall be added to the consideration referred to in sub-clause (i) hereof in respect of each such road if the Wayleave Strip crosses the same or the sum of £1 shall be so added if the Wayleave Strip extends only to the centre line thereof. (vi) The Owner shall not be called upon to refund any payment made pursuant to sub-clause (iii) except in the event that the Owner

is unable to grant a valid Grant of Servitude by reason of his own title being defective or otherwise in any manner of way. 7. Where the Described Land is subject to a tenancy or other right of occupancy the following provisions shall apply:- (i) This Agreement shall be subject to the giving by the Occupier of a Consent in writing to the granting of the Intended Grant and to exercise by the Companies of the rights of entry respectively conferred by sub-clause (i) and (ii) of Clause 5 hereof or (failing such Consent) to the Companies obtaining all necessary rights against the Occupier. (ii) On or before completion of the Intended Grant the Companies will if so requested by the Owner produce or cause to be produced to the Owner's Solicitors the original of such Consent or other authority to exercise the said rights of entry. (iii) Until the construction of the pipe-line is completed the Owner shall notify any new tenant or other occupier of the existence of this Agreement and shall also notify the Companies of the new tenancy or right of occupancy and shall if the Companies so require and at their expense obtain from such new tenant or other occupier a consent in writing in terms of sub-clause (i) hereof. 8. (i) This Agreement shall not oblige the Companies to construct the pipe-line and shall cease to be of effect if the pipe-line is not constructed or under construction by the Thirty first day of December 1979. (ii) At any time before the Thirty first day of December 1979 the Companies may rescind this Agreement by serving four weeks notice in writing to the Owner in the event of the Companies electing not to proceed with the construction of the pipe-line. PROVIDED that if the Companies shall exercise the aforesaid right to rescind then the provisions of this Agreement and everything herein contained shall be void and have no effect save that the Companies shall make good or pay compensation to the Owner for any loss or damage or disturbance which may have been caused by the exercise by the Companies of the rights conferred by sub-clause (i) and (ii) of Clause 5 hereof or either of them. 9. (i) The title of the Owner to the Described Land shall be good and valid for a prescriptive period and duly recorded in the General Register of Sasines. (ii) The Owner sets forth and declares that the Described Land shall be held by the proprietor thereof for the time being and his or their heirs disponees and successors whomsoever always with and under the obligations and provisions herein, and in the Intended Grant, contained, all of which shall affect the Described Land and the said proprietors, THE INTENDED GRANT GRANT OF SERVITUDE between BP CHEMICALS LIMITED, incorporated under the Companies Acts and having their Registered Office at Britannic House, Moor Lane, London EC2Y 9BU hereinafter called "the Owner" of the first part BP TRADING LIMITED whom registered office is situate at Britannic House, Moor Lane, London EC2Y 9BU (hereinafter called "BP") of the second part and IMPERIAL CHEMICAL INDUSTRIES LIMITED whose registered office is situate at Imperial Chemical House, London S.W.1, Millbank (hereinafter called "ICI") of the third part. WHEREAS (1) The Secretary of State for Energy has granted a Pipe-line Construction Authorisation in accordance with the Pipe-lines Act 1962 for the construction of BP and ICI of a single pipe-line between the Works of ICI at Wilton in the County of Cleveland and the Works of BP at Grangemouth in the County of Stirling. (2) The route of the said pipe-line crosses the land described in the First Schedule hereto. (3) BP and ICI desire to secure the necessary wayleaves and rights to enable part of the said pipe-line to be laid used and maintained in the said lands in such manner as to cause the least possible damage to the said lands or annoyance or inconvenience to the owner thereof and for this purpose the Owner has agreed to grant to BP and ICI the wayleave and rights hereinafter contained upon the terms hereinafter appearing. NOW it is hereby declared and agreed between the parties hereto as follows:- 1. IN this Deed and the Schedules hereto unless the context otherwise requires:- (1) The singular shall include the plural and the masculine shall include the feminine and the neuter. (2) Obligations undertaken by the Owner where the Owner consist of two or more persons shall be joint and several (3) The following expressions are used with the following meanings that is to say:- (a) "the Authorised Pipe-line" means the single pipe-line constructed or to be constructed in accordance with the said Pipe-line Construction Authorisation including such apparatus and works as are specified in Section 65 (2) of the Pipe-lines Act, 1962 and all wrapping and protective materials. (b) "the Described Land" means the land described in the said First Schedule hereto being so much of the land of the Owner

as lies within the limits of lateral deviation specified in the said Pipe-line Construction Authorisation. (c) "the Grantor" means the Owner and his successors as heritable proprietors of the Described Land. (d) "the Companies" means BP and ICI (e) "the Grantees" means the Companies and their respective successors and assignees in whom the benefit of the wayleaves and rights hereby granted shall for the time being respectively be vested. (f) "the Wayleave Strip" means such part of a strip of land Twenty feet eleven inches wide in which the pipe shall have been centrally situated as is included in the Described Land. (g) "the Specified Rights" means the wayleaves and rights specified in the Second Schedule hereto. (h) "the pipe-line" means such part of the Authorised Pipe-line as has been or is to be laid through under or over the Described Land. (i) "the Diversion Provisions means the obligations, agreements, rights and provisions specified in the Third Schedule hereto. (j) "the Agent" means the agent for the time being appointed pursuant to Clause 3(8) hereof. 2. IN consideration of the sum of £1.334.80 paid to the Owner by the Companies in equal shares of which sum the Owner hereby acknowledges receipt and discharge them, the Owner GIVES GRANTS AND DISPONES (FIRSTLY) to and in favour of BP and its successors and assignees whomsoever an heritable and irredeemable servitude right tolerance and wayleave over the Described Land of laying down and maintaining and renewing and protecting the pipe-line in terms of the Specified Rights so that these may be annexed to and for the benefit of the whole and each and every part of the Undertaking BP consisting of the said Grangemouth Works and the rights acquired by BP or its foresaids for the purposes of the Authorised Pipe-line and (SECONDLY) to and in favour of ICI and its successors and assignees whomsoever an heritable and irredeemable servitude right tolerance and wayleave over the Described Land of laying down and maintaining and renewing and protecting the pipe-line in terms of the Specified Rights so that these may be annexed to and for the benefit of the whole and each and every part of the Undertaking of ICI consisting of the said Wilton Works and the rights acquired by ICI or its foresaids for the purposes of the Authorised Pipe-line. 3. THE Companies HEREBY JOINTLY AND SEVERALLY bind and oblige themselves and their respective assignees:- (1) At all times to take all reasonable and proper precautions to ensure that in the exercise of the Specified Rights as little damage as possible is caused to the land of the Owner and any crops or structures thereon or drains thereunder and make good or pay compensation to the Grantor or the occupier of the said land for any loss, damage or injury suffered by them or either of them by reason of the exercise of the Specified Rights or any of them. (2) With all practicable speed to reinstate and put any part of the Wayleave Strip opened or broken up in the exercise of the Specified Rights into as good a condition in all respects so far as is practicable as the same was in prior to such opening or breaking up as aforesaid and make compensation to the Grantor or the occupier of the Wayleave Strip for any loss or damage suffered by them or either of them by reason of any such exercise as aforesaid. (3) If required by the Grantor or the occupier of the Wayleave Strip to replace or restore on or in the Wayleave Strip any growing crops, trees (other than trees which in the opinion of the Grantees are likely to damage or injure any part of the pipe-line), bushes or plants removed in the exercise of the Specified Rights or if such replacing or restoring is not required or is not practicable or safe or if the Grantor or Occupier shall have suffered loss of production to pay reasonable compensation to the Grantor or other person or persons entitled thereto in accordance with sub-clause (1) of this Clause. (4) To keep the pipe-line in good repair and condition and to indemnify and keep indemnified the Grantor and his tenants or other occupier or occupiers for the time being of the Wayleave Strip from and against all claims and liabilities whatsoever in respect of the exercise of the Specified Rights except (save as mentioned in the proviso to Clause 4 hereof) any claims and liabilities occasioned by the neglect or default of the Grantor or his tenants or other such occupier or occupiers as aforesaid or their respective servants or workmen or others authorised by them Provided that any person claiming indemnity hereunder or under the said proviso to Clause 4 shall give notice as soon as reasonably possible to the Agent of every claim or demand made against him which he considers is covered by the indemnity hereinbefore contained and shall not make any admission of liability to the person making the claim or demand or settle or

compromise any such claim or demand without the consent in writing of the Agent and shall (if so requested by the Grantees) authorize the Grantees to negotiate a settlement of any such claim or demand and to conduct on his behalf any litigation which may arise in respect of any such claim or demand upon giving to him such reasonable indemnity as he may require in relation to the costs and expenses of the litigation. (5) To perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Grantees and each of them. (6) To pay, discharge and indemnify the Grantor against all rates and taxes payable in respect of the pipe-line. (7) To comply with the terms and conditions set out in the Fourth Schedule hereto. (8) To appoint one and the same Agent to receive notices from the Grantor and for the other purposes specified in this Deed and to keep the Grantor informed as to the name and address and telephone number (if any) of the Agent so appointed. (9) To take any party to whom they or either of them may transfer the pipe-line or any part or parts thereof bound to observe the terms and conditions of this Deed including the provisions of this sub-clause. 4. SUBJECT to the provisions of Clause 5(3) hereof the Owner hereby binds and obliges himself and his successors as follows:- (i) with BP and its successors and assignees so that the benefit of this obligation may be annexed to and accrue to the whole and each and every part of the said Undertaking of BP and (ii) with ICI and its successors and assignees so that the benefit of this obligation may be annexed to and accrue to the whole and each and every part of the said Undertaking of ICI. And so that the effect of each of these obligations may run with and bind the Wayleave Strip and (for the purposes only of sub-clauses (4)(5) and (6) of this Clause) the Described Land and every part thereof respectively:- (1) Not to erect, construct or place or suffer to be erected, constructed or placed any building or structure or to carry out or suffer to be carried out any excavation or to plant or suffer to be planted any trees on the Wayleave Strip without the previous consent in writing of the Agents and where appropriate of the Secretary of State for Energy under Section 27 of the Pipe-lines Act, 1962. (2) Not to raise or lower or suffer to be raised or lowered the existing level of the surface of the Wayleave Strip without the previous consent in writing of the Agent and where appropriate of the said Secretary of State under Section 31 of the Pipe-lines Act, 1962. (3) Not to undermine or damage or suffer to be undermined or damaged the pipe-line or to do or suffer to be done anything which may interfere with free flow and passage through the pipe-line. (4) To perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Grantor. (5) Within three months of any Disposition or transmission of the Described Land or any part thereof (other than in security) to give to the Agent written notice thereof such notice to state the name and address of the owner for the time being and all other parties interested in the Described Land and the Agent will pay the Grantor's Solicitor the sum of two pounds in respect of each such notice so delivered. (6) Not to carry out or suffer to be carried out any blasting within 100 yards of the Authorised Pipe-line provided that the Grantor shall be entitled to recover from the Grantees or either of them compensation for any additional expense reasonably incurred from time to time by the Grantor by reason of the provisions of this sub-clause. PROVIDED that, if in relation to the carrying out by the Grantor or the occupier of the Wayleave Strip or normal agricultural operations or acts of good husbandry (including fencing, hedging, and ditching) the Grantor or such occupier shall have given notice to the Agent of any event which has or may have caused damage to the pipe-line within 24 hours of such event becoming known to the Grantor or such occupier, then the Grantor or such occupier shall not be liable to pay compensation to the Grantees or either of them for damage caused to the pipe-line by the carrying out of such operations and shall be kept indemnified by the Grantees and each of them against any claims and liabilities in respect of any such damage as aforesaid. 5.(1) At all times the pipe-line shall be and remain in the ownership of the Grantees. (2) If at any time or times the Grantees shall desire to abandon the pipe-line or any part or parts thereof and shall give written notice of such desire to the Grantor then subject as hereinafter provided this Deed and everything therein contained shall be void or (as the case may be) shall cease to have effect in relation to such part or parts of the pipe-line without prejudice (a) to any claim by the Grantor or by any Grantees or either of them in respect of any

antecedent breach of any obligation or condition herein contained or (b) to the right of the Grantor to apply to the Grantees for a formal release in whole or in part (as the case may be) of the Specified Rights which release shall not be unreasonably withheld and the whole costs and expenses thereof shall be paid by the Grantees or either of them. Provided that if at any time or times after abandonment in manner aforesaid by the Grantees of the pipe-line or any part or parts thereof the Grantor shall desire to carry out any development of the site of the pipe-line as so abandoned or any parts or parts thereof the Grantor shall supply the Agent with full details in writing of the proposed development and use his best endeavours with the assistance if requested of the Grantees free of charge so to arrange the same as to avoid removal of the pipe-line as so abandoned or any part or parts thereof. If it can nonetheless reasonably be shown that the proposed development would be prevented by the position of the pipe-line as so abandoned or any part or parts thereof the Grantor shall be entitled to require the Grantees or either of them at their or its expense to remove the pipe-line or such part or parts thereof as may be necessary to enable the development to be carried out but so that the Grantees shall not be obliged to remove any part of the pipe-line which shall have been previously diverted or in respect of which compensation has been paid under the Diversion Provisions PROVIDED ALSO that nothing herein contained shall release the Grantees or either of them from their obligations under Paragraph 22 of the said Fourth Schedule hereto or under the provisions of Section 25 and 36 of the Pipe-lines Act, 1962. (3) The Grantor and the occupier of the Wayleave Strip shall have the right (a) to provide any new or improved access and to lay, maintain and support sewers, drains, pipes, cables and other services reasonably required across the Wayleave Strip and (b) to disturb for agricultural purposes the soil and subsoil in the Wayleave Strip to a depth greater than 1' 6" subject to compliance with the following conditions that is to say:- (i) The Grantor or such occupier shall before exercising the said right furnish plans or other appropriate details of the work to the Agent and shall not commence the work unless and until such plans or details shall have been approved in writing by the Agent. Provided that if the Agent shall not have sent to the Grantor or such occupier (as the case may be) notice or rejection of the plans or details within two months (in the case of the works referred to as (a) above) and within one month (in the case of works referred to at (b) above) of having received the same the Agent shall be deemed to have approved the same in writing. (ii) Upon signifying his approval of the said plans or details the Agent may specify any protective works whether temporary or permanent which the Agent requires to be carried out to ensure the safety of the Authorised Pipe-line and such protective works shall be constructed by and at the cost of the Grantees save in the case where the access, sewers, drains, pipes, cables or other services to be constructed are not for the benefit of or are not to be used in connection with premises in the ownership of the Grantor when the cost of such protective works shall be borne by the Grantor. (iii) The Grantor or such occupier shall give to the Agent fourteen days' notice in writing of the intention to commence work. (iv) Such work shall be carried out in accordance with the plans or details so submitted to and approved by the Agent and shall when commenced be carried out with all reasonable dispatch and under the supervision (if so required by the Agent) and to the reasonable satisfaction of the Agent. (v) Any difference arising between the Grantees or either of them on the one hand and the Grantor or such occupier on the other hand with regard to plans or details so submitted the manner of construction of the work or any protective works required by the Agent shall be referred to the application of any party to arbitration by an arbiter appointed by the Chairman for the time being of the Scottish Branch of the Institution of Civil Engineers and (vi) If the Grantor shall by reason of the provisions of this sub-clause incur additional expense in carrying out in the Wayleave Strip any of the works contemplated by this sub-clause the Grantees and each of them shall reimburse the Grantor in respect of such additional expense. (4) The liability of the Grantees and each of them under the provisions of this Deed as to (a) indemnity against claims and liabilities in respect of the exercise of the Specified Rights and (b) the making good of or paying compensation for loss, damage or injury due to the exercise of the Specified Rights shall extend to and include claims and liabilities and loss, damage and injury

caused by reason of (i) the negligence, trespass or willful act or default of any person or persons directly or indirectly employed by the Grantees or either of them in connection with the exercise of the Specified Rights. (ii) the action of the Grantees or either of their contractors and their or either of their sub-contractors and of all persons employed in connection with the exercise of the Specified Rights except for actions carried out expressly at the request of the Grantor or the occupier of the Wayleave Strip and (iii) any damage or destruction of the Authorised Pipe-line or any escape of any material therefrom where such damage destruction or escape is caused by the acts or omissions (including any malicious damage by a third party) or any person other (save as mentioned in the proviso to Clause 4 hereof) than the Grantor or his tenants or other occupier or occupiers for the time being of the Wayleave Strip or their respective servants or workmen or others authorised by them. (5) Nothing in this Deed contained shall impose any obligation on one of the Grantees to pay compensation for or otherwise rectify any breach for which full compensation shall already have been paid or which shall already have been rectified by the other of the Grantees or entitle the Grantor or any other person claiming to be entitled to compensation under this Deed to receive compensation in excess of any loss which shall have suffered or may reasonably be expected to suffer. (6) (a) Subject as hereinafter provided the provisions (in this sub-clause called "the Mining Code") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act, 1923 for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act, 1845 shall be deemed to be incorporated herein and the provisions of Clause 4 of this Deed and of Paragraph 2 (8) of the said Second Schedule hereto shall take effect subject to the Mining Code. (b) In the construction of the Mining Code for the purposes of this Deed the following expressions used therein shall have the following meanings that is to say:- "minerals" shall be deemed to include sand and gravel "the mine owner" shall mean the Grantor "the company" shall mean the Grantees "the railway", "the works" and "the works of the company" shall mean the Authorised Pipe-line "the centre of the railway" and "the rail level" shall be deemed to be the centre of the pipe-line as laid. (c) Clause 7 of this Deed shall be substituted for Section 78(C)(3) of the Mining Code. (d) Save as provided by paragraph (b) of sub-clause the interpretations provided by Section 78(c) (1) and (2) of the Mining Code shall apply for the purposes hereof. 6. The rights of servitude hereby granted under the conditions foresaid are hereby declared to be real burdens upon and affecting the Described Land and as such shall be referred to in all future Dispositions and deeds of transmission relating thereto under pain of nullity. 7. Any difference (not being one affecting the construction of this Deed) which may arise between the Grantor on the one hand and the Grantees or either of them on the other hand and for the determination of which this Deed does not expressly otherwise provide shall be determined in accordance with the Arbitration Act, 1894 or any statutory modification thereof for the time being in force by a single arbiter to be agreed between them or failing such agreement to be appointed on the application of any of them by the Chairman for the time being of the Scottish Branch of The Royal Institution of Chartered Surveyors Provided nevertheless that the Grantor on the one hand and the Grantees or either of them on the other hand shall be entitled to institute proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed. 8. The Owner assigns the writs of the Described Land but only so far as necessary to maintain support and defend the said right of servitude hereby conferred and for that purpose the Owner obliges himself and his successors as heritable proprietors of the Described Land to make the same forthcoming to the Grantees on all necessary occasions on the usual borrowing terms and that on receipt and obligation to redeliver the same within a reasonable time and under a suitable penalty. THE FIRST SCHEDULE THE DESCRIBED LAND The subjects tinted yellow on the Title Plan. THE SECOND SCHEDULE THE SPECIFIED RIGHTS 1. In this Schedule the expression "the Grantee" shall for the purposes of the grant (FIRSTLY) hereinbefore made mean BP and its successors and assignees in whom the benefit of the wayleaves and rights hereby (FIRSTLY) granted shall for the time being be vested and for the purposes of the grant and conveyance (SECONDLY) hereinbefore made mean ICI and its successors and assignees in whom the benefit

of the wayleaves and rights hereby (SECONDLY) granted shall for the time being be vested. 2. The following are the wayleaves and rights (in this Deed referred to as "the Specified Rights") which are granted to the Grantee by this Deed:- (1) A right to maintain in position any part or parts of the pipe-line already laid or constructed and a right to construct and place the pipe-line in and under the Wayleave Strip as nearly as reasonably practicable along the line indicated by a brown broken line on said Plan but so that (i) (except in the case of any such apparatus and works as are specified in Section 65 (2) of the Pipe-lines Act, 1962 or where rock or other physical obstacles or soil conditions prevent the laying of any part of the pipe-line at the depth hereinafter mentioned) no part of the pipe-line when so constructed and placed shall lie upon or within three feet of the surface of the Wayleave Strip so as to avoid the pipe-line becoming a hazard or interfering with normal agricultural operations and (ii) the construction and placing of any such apparatus and works as aforesaid on the surface of the Wayleave Strip or at a lesser depth thereunder than three feet shall be subject to the prior consent of the Grantor as to the actual location of any such apparatus and works such consent not to be unreasonably withheld. (2) Subject to the provisions of Paragraphs 7 and 20 of the said Fourth Schedule to this Deed a right for the officers servants and agents of the Grantee at all reasonable times and in an emergency at all times with or without contractors, surveyors employees and others and with or without horses, carts, motor or other vehicles, plant, apparatus and material to enter upon the Wayleaves Strip and to pass over and across the adjoining land of the Grantor to obtain access to and egress from the Wayleave Strip along such route as shall be agreed between the Grantor and the Grantee for the purpose of exercising or in connection with the exercise of any of the rights granted to the Grantee by this Deed and temporarily to place on the Wayleave Strip any such plant, apparatus and materials required to be used in connection with the purposes aforesaid. (3) A right to excavate and open up so much of the Wayleave Strip and to carry out such works thereon as may be reasonably required for the purpose of laying, constructing, maintaining, adjusting, altering, renewing, repairing, testing, cleansing, relaying, making safe or removing any part or parts of the Authorised Pipe-line. (4) A right to divert or alter the position of the pipe-line or any part or parts thereof in accordance with the Diversion Provisions. (5) Subject to the provisions of Paragraph 16 of the said Fourth Schedule to this Deed a right to construct, maintain and use on the Wayleave Strip ground and aerial marker posts, gates, steps, stiles and special locked gates and bridges and pedestrian crossings over ditches and culverts to facilitate inspection and maintenance of the Authorised Pipe-line or for protecting it from damage. (6) A right to manage work and use the pipe-line so far as the management working and use thereof affects the Wayleave Strip. (7) A right to use or permit to be used the pipe-line for the transmission in either direction of any gas, liquid or other material or substance or any nature whatsoever the transmission of which is for the time being not prohibited by law either:- (i) as part of the Authorised Pipe-line or (ii) as part of one or more pipe-line or pipe-lines whether now or hereafter within eighty years from the date hereof constructed and whether or not owned in its or their entirety by the Grantee. and so that the said right to use the pipe-line may be exercised in connection with the use of either:- (a) the whole length of the Authorised Pipe-line or (b) any part or parts of the Authorised Pipe-line and notwithstanding that neither of the terminal points of any such part shall be terminal point of the Authorised Pipe-line. (8) A right to continuous vertical and lateral support for the pipe-line from the Wayleave Strip. (9) Subject to the provisions of Paragraph 19 of the said Fourth Schedule to this Deed a right for the agents and servants of the Grantee at any time and from time to time to enter upon the Wayleave Strip for the purposes of walking the line of the pipe-line. (10) Subject to the provisions of Paragraph 24 of the said Fourth Schedule to this Deed a right to remove any trees which or the roots of which may grow in or over or under the Wayleave Strip. THE THIRD SCHEDULE THE DIVISION PROVISIONS 1. In this Schedule the following expressions shall have the following meanings that is to say:- (1) "development" shall have the meaning assigned in Section 19 of the Town and Country Planning (Scotland) Act, 1972 save that it shall not include the carrying out of mining operations. (2) "planning permission" shall have the meaning assigned thereto by

Section 275 of the Town and Country Planning (Scotland) Act, 1972. (3) "the diversion route" means the route to be agreed or determined in accordance with Paragraph 3 of this Schedule. 2. (1) If the Grantor desires to carry out any development of the Described Land he will:- (a) supply to the Agent full details thereof in writing and (b) use his best endeavours with the assistance if requested of the Agent free of charge so to arrange the development as to avoid the diversion of the pipe-line and will consult with the Agent to this end. (2) If following such consultation:- (a) the Grantor obtains planning permission for the development but the same is prevented solely by reason of the position of the pipe-line or (b) planning permission for the development is refused by reason of the position of the pipe-line the Grantor shall give written notice to the Agent stating whether or not the Grantor requires the diversion of the pipe-line or part thereof whereupon the Grantees may in their unfettered discretion elect by notice in writing to be delivered within three months of the receipt of the Grantor's notice either:- (i) to divert the pipe-line or part thereof along the diversion route or (ii) to pay to the Grantor compensation for the loss of the value of any part of his heritable property by reason of the restriction of development due to the existence of the pipe-line such compensation to be determined in default of agreement by an arbiter to be agreed between the Grantor and the Grantees or failing agreement to be appointed on the application of any party by the Chairman for the time being of the Scottish Branch of The Royal Institution of Chartered Surveyors. PROVIDED ALWAYS that if the Grantor obtains planning permission for the development but does not give notice as aforesaid to the Agent requiring diversion of the pipe-line or part thereof he shall nevertheless notify the Agent of the obtaining of such planning permission and if the Grantees shall be of the opinion that the development would be likely to cause damage to the pipeline or any interference with the exercise of the Specified Rights the Grantees may elect to divert the pipe-line or part thereof along the diversion route. 3. The diversion route shall be such route within the Described Land as shall be agreed between the Grantor and the Grantees or failing agreement as shall be determined by an arbiter appointed by the Chairman for the time being of the Scottish Branch of the Institution of Civil Engineers as being the route which will cause the least possible interference with the use and enjoyment by the Grantor of the Described Land commensurate with the reasonable requirements of the Grantees in connection with the reconstruction of the pipe-line and its use as part of the Authorised Pipe-line. 4. On a diversion of the pipe-line or part thereof under the preceding paragraphs of this Schedule:- (1) no consideration shall be payable by the Grantees to the Grantor but the Grantees shall make reasonable compensation to the Grantor or the occupier of the Described Land in respect of any loss of profit or disturbance or damage to crops resulting from the diversion and the Grantees shall make good any damage to the surface of the Described Land to the reasonable satisfaction of the Grantor. (2) the pipe-line's points of ingress to and egress from the Described Land shall not (save where the Grantees otherwise allow) be varied and any special gates or market posts at these points shall remain in situ. (3) the Grantor's reasonable Surveyor's fees in connection with the diversion shall be borne by the Grantees. (4) the provisions of this Deed shall be deemed to apply mutatis mutandis to the pipe-line as so diverted and the Grantor shall if so required by the Grantees execute such further instrument or deed as may be necessary but (save where part only of the pipe-line has been diverted) all references to the Diversion Provisions shall be deemed to be deleted therefrom. 5. As to the whole or any particular part of the pipe-line the said diversion or payment of compensation in lieu thereof shall take place or be payable once only. THE FOURTH SCHEDULE 1. Where the pipe-line crosses a ditch it shall unless otherwise agreed be laid beneath the true cleaned bottom of the ditch. Protective concrete not less than six inches in thickness will be laid above the pipe-line and there will not be less than two feet between the true cleaned bottom of the ditch and the top of the protective concrete. 2. All professional charges reasonably incurred by any interested party in connection with the acquisition by the Companies (by agreement with the Owner) of any interest in the Described Land or in relation to any claim for compensation arising under the provisions of this Deed will be borne by the Grantees. 3. (i) The Grantees will so far as practicable carry out reinstatement of damage caused in the exercise of the

Specified Rights in lieu of paying compensation in respect of any such damage. (ii) Where it is not possible to agree the precise amount of any item of compensation payable within three months of the making of the claim therefore the Grantees shall without prejudice to the final settlement of the matter make such payment on account as shall represent the amount of compensation which the Grantees consider to be the proper amount attributable to that item or as may be otherwise agreed between the parties. (iii) Any compensation payable to the Grantor or the occupier of the Wayleave Strip in respect of any damage to land and crops or structures thereon or drains thereunder and any injury to stock thereon shall be deemed to be payable within one calendar month after lodgement of the claim therefore and the Grantees shall pay interest on the amount of the compensation as finally agreed or determined from the date of such lodgement until payment of the compensation at such rate as may from time to time be prescribed by regulations made by the Treasury in accordance with Section 40 (1) of the Land Compensation (Scotland) Act, 1963 PROVIDED that:- (a) No interest shall be due in respect of payments of compensation made within the said period of one calendar month of the lodgement of the claim therefore and (b) In calculating interest account shall be taken of any payments on account made in accordance with sub-paragraph (ii) of this Paragraph. (iv) In those cases where time is spent by the Grantor or the occupier of the Wayleave Strip or their respective servants in consultation as to or in supervision of works of reinstatement or other matters arising from the exercise of the Specified Rights the Grantees will pay fair and reasonable compensation for such time so spent. (v) Any loss or repayment of any grants will be taken into account in the assessment of the compensation payable under the provisions of this Deed. (vi) If any livestock is killed or injured by reason of the exercise of the Specified Rights the Grantees shall pay compensation to the owner of such livestock immediately after the amount of such compensation has been agreed.

4. The Grantees will:- (i) provide all facilities reasonably required for maintaining and affording means of communication and access between parts of any land unit of the Owner temporarily severed by reason of the exercise of the Specified Rights. (ii) maintain all existing means of access across the Wayleave Strip during the period of any exercise of the Specified Rights involving the execution of works on the Wayleave Strip by means of such adequate temporary crossing as may be reasonably required by the occupier and (iii) subject to the provisions of Clause 5(3) of this Deed take reasonable steps to permit the provision of any new or improved access and of sewers, drains, pipes, cables and other services reasonably required after the construction of the pipe-line has been completed.

5. THE Grantees shall be responsible by the employment of skilled drainers for reinstating (to the same standard as existed prior to their disturbance by the exercise of the Specified Rights) in consultation with the Grantor and any occupier of the Described Land all pipes and drainage systems which are damaged by reason of such exercise and in particular the Grantees will where the interests of the drainage of the land of the Grantor will best be served (as to which any difference between the parties shall be determined in accordance with Clause 7 of this Deed) lay the pipe-line underneath the said pipes and drainage systems. If any interference with or disturbance of the functioning of any pipe, drain or drainage system including natural drainage in the land of the Owner can be shown to have been caused by the construction of the pipe-line in exercise of the Specified Rights the Grantees will make good so far as is reasonably practicable any damage or injury thereby caused and will pay full compensation insofar as the same shall not have been made good. The Grantees shall afford to the Grantor and any occupier the opportunity to inspect all works of reinstatement of pipes and drainage systems while such work is in progress.

6. (i) Where livestock is kept on any part of the land of the Owner which is not separated from the Wayleave Strip by a fence or hedge any parts of the Wayleave Strip used by the Grantees in exercise of the Specified Rights as a working space will be fenced with a stockproof fence adequate for the purpose of excluding any livestock kept on such part of the land of the Owner save where any such parts adjoin land used by the Grantees as a temporary working space already as fenced. (ii) All such stockproof fences shall be maintained in position until the use of the Wayleave Strip as a working space is completed and thereafter (unless otherwise agreed with the occupier) until

reinstatement of the Wayleave Strip is complete. (iii) Where no such livestock is kept the outer limits of the Wayleave Strip so used will unless otherwise requested by the occupier of the Described Land be delineated by post and rope or wire or otherwise as may be agreed with such occupier except where other parts of the Described Land adjoining the Wayleave Strip and used by the Grantees as a temporary working space have already been do delineated. (iv) Where field boundary fences are interested by any part of the Wayleave Strip used by the Grantees as working space the Grantees shall erect straining posts in such fences and each part of any such fence shall be secured and strained to such posts. 7. The Grantees will give the Grantor and any occupier of the Wayleave Strip as long notice as may be reasonably practicable of any intended to exercise such of the Specified Rights as involve the execution of works on the Wayleave Strip with a view to enabling the Grantor and such occupier to make suitable arrangements with respect to the working of the Described Land. The period of notice shall in any event (except in emergency) be not less than twenty one days and all movements of pipes, vehicles and machinery in the exercise of the Specified Rights will be carried out so far as reasonably possible in accordance with a programme of which such occupier and the Grantor shall be kept aware. 8. Before the commencement of any exercise of the Specified Rights which involves the execution of works on the Wayleave Strip a record of the state or condition of the heritable property of the Grantor likely to be affected thereby shall if so required by the Grantor or the occupier of such property and except in the case of emergency be prepared by the Agent or some other person or persons authorised by the Grantees for agreement with the party requiring such period. 9. (i) In performing their obligations under Clause 3 (2) of this Deed the Grantees will comply with the following provisions:- Top soil excavated from any trench will be kept apart from all other excavated material and shall not be run over by any machinery. All trenches will be backfilled as soon as possible and great care will be taken to ensure that this backfill is consolidated. Excavated material will be replaced with top soil uppermost so as to restore the Wayleave Strip to its former condition and the Grantees will ensure that no large stones excavated in exercise of the Specified Rights are left on the surface and that the top soil will be replaced on the top (to the same depth as it was prior to removal using additional top soil if necessary) during reinstatement of the trench. All construction debris, tools, equipment, temporary works and litter will be removed from the Wayleave Strip as soon as practicable. (ii) The Grantor or other occupier of the Wayleave Strip shall have the option to be confirmed in writing to the Grantees or the Agent of carrying out at the Grantees' expense any cultivations (including the sowing of seeds and the application of fertilizers) necessary for the restoration of the land to its condition prior to the exercise of the Specified Rights. 10. The Grantees will use every endeavour to ensure that existing water supplies, drainage systems and any other services are not interrupted or detrimentally affected and in the event of any such supplies or systems being so interrupted or affected by reason of the exercise of the Specified Rights the Grantees will forthwith make good all damage caused or make available an adequate and unpolluted supply or system as the case may require. 11. The Grantees will take all reasonably practicable steps to prevent the pollution of water supplies or water-courses and in the event of such pollution occurring by reason of the exercise of the Specified Rights will pay compensation in respect of any costs damage or expenses due thereto. 12. If any hedge, fencing, bank or wall is destroyed or rendered ineffective by reason of the exercise of the Specified Rights the Grantees will restore the hedge, fencing, bank or wall so destroyed or rendered ineffective (though as regards hedges these will if so requested by the Grantor be replaced by fencing) and the Grantees will erect double protective fencing where necessary and will maintain any replanted hedge and the said double protective fencing in reasonable condition until the replanted hedge is reasonably established and effective. 13. The Grantee will take all reasonable practicable steps to prevent the straying of animals during the exercise of any of the Specified Rights involving entry on the Wayleave Strip and in regard to any part of the Wayleave Strip which will or is likely to become subject to additional risk of the straying of animals by reason of the exercise of the Specified Rights the Grantees will provide and maintain suitable and adequate barriers wherever necessary for the purpose of

preventing or minimising the risk of such straying. 14. The Grantees shall prohibit their respective agents and servants from carrying firearms on or bringing dogs or (save as mentioned in Paragraph 2 (2) of the Second Schedule to this Deed) other animals on to the Described Land and shall take all reasonably practicable steps to protect any fishing or sporting rights in or over the land of the Owner which may be affected by the exercise of the Specified Rights and shall pay compensation for any loss or damage suffered in respect of such rights by reason of any such exercise. 15. All ditches, open drains and watercourses interfered with by the exercise of the Specified Rights will so far as is reasonably practicable be maintained by the Grantees in an effective condition during the period of any entry upon the Wayleave Strip in exercise of the Specified Rights and thereafter and thereafter will be left in as good a condition as before such entry. 16. (i) When it is necessary to construct or place any permanent above ground equipment on the Wayleave Strip the Grantees will unless bound by circumstances outside the control of the Grantees agree with the Grantor and with the occupier of the part of the Wayleave Strip in question the siting thereof so as to cause as little obstruction or inconvenience as may be possible in the working of the Wayleave Strip. (ii) The line of the pipe-line will be indicated where necessary at field boundaries by means of markers. (iii) Gates, steps or stiles will not be constructed in any fence wall or hedge which abuts on land which is not occupied by the Grantor or other occupier of the Wayleave Strips without the consent of the Grantor and such occupier such consent not to be unreasonably withheld. (iv) Steps or stiles will not be constructed in any fence, wall or hedge which abuts on a highway, road or footpath without the consent of the Grantor and the occupier of the Wayleave Strip. 17. All works executed in, on, over or under the Wayleave Strip in exercise of the Specified Rights shall throughout be executed under the supervision of an engineer acting on behalf of the Grantees who shall appoint local representatives to supervise the execution of the works and to maintain contact with the Grantor and any occupier of the Wayleave Strip. The Grantor and any such occupier will be informed of the name, address and telephone number of the person to whom queries may be addressed. 18. Where cathodic protection of the pipe-line is provided by the Grantees all buildings or structures on or under adjoining land which are likely to be detrimentally affected shall be protected by the Grantees either by bonding in such buildings or structures to the protective system or if the Grantor and the occupier of such buildings or structures agree by some equally effective method. Provided that in either case such reasonable facilities shall be afforded as the Grantees may require for this purpose. Provided further that the provisions of this Paragraph shall not apply to any pipes, wire or cables or any like apparatus or to any structures laid or erected in the land of the Owner after the date hereof otherwise than by the owner or lessee of the said land or any part of parts thereof. 19. Except in case of emergency the Grantees will give to all occupier of the Wayleave Strip prior notice of intended inspection (other than inspection from the air) or of any other intended entry in exercise of the Specified Rights. All representatives of the Grantees and their respective servants or agents whilst so engaged will carry and produce no request adequate means of identification and compensation will be paid in respect of all damage caused by such representatives, servants or agents in the course of any such entry. 20. Whenever an area has been declared an infected area on account of foot and mouth disease fowl pest swine fever or other notifiable disease the Grantees agree that entry on the Described Land shall be suspended unless there are exceptional circumstances in which case the approval of the Ministry of Agriculture Fisheries and Food or Department of Agriculture and Fisheries for Scotland shall be obtained and any entry on the Wayleave Strip will be subject to any conditions specified by said Ministry or Department and to such reasonable conditions as the occupier thereof may require PROVIDED that nothing in this Paragraph shall prevent the Grantees; respective servants or agents entering on any part of the Wayleave Strip forthwith and without giving notice or obtaining any approval in order to remedy a breach or leak in any part of the Authorised Pipe-line subject (a) to the Grantees' respective servants or agents taking all such precautions as may in the circumstances be reasonably practicable and (b) when entry is taken in circumstances where such precautions are not taken to the Grantees being responsible for all loss (not

recoverable from any other source) sustained by the Grantor or the occupier of the Wayleave Strip as a result of an outbreak of the notifiable disease concerned occurring within a period of three weeks after the Grantees' respective servants or agents leave the Wayleave Strip on completion of the remedying of such breach or leak. 21. If the Grantees shall desire to enter upon the Wayleave Strip for the purpose of using the same in exercise of the Specified Rights as a working space the following additional provisions together with any reasonable precautions advised by the Ministry of Agriculture Fisheries and Food or Department of Agriculture and Fisheries for Scotland shall be observed if a herd which is or in the opinion of the Grantor may shortly become an accredited brucellosis-free herd is kept upon a farm of which the Described Land or any part thereof forms part:- (i) A notice or notices of reasonable size shall be erected by the Grantees on first entering the Wayleave Strip prior to the erection of the fence or fences referred to in Paragraph 6 of this Schedule and sub-paragraph (v) of this Paragraph. The notice or notices shall draw attention to the special herd and shall prohibit the Grantees' respective vehicles or employees from the going outside the Wayleave Strip. The notice or notices shall not be removed until all work including reinstatement shall be completed. (ii) The respective servants or agents of the Grantees erecting or removing such fence or fences as aforesaid shall at all times observe the disinfectant procedure laid down by the law in the case of an outbreak of foot and mouth disease and before and after every on to the land of the Grantor. (iii) All fences to be erected as aforesaid shall be fully stockproof with suitable posts and at least three strands of barbed wire and pig netting. (iv) No alteration shall be made to the existing double boundary fences on the land of the Grantor which would in any way render them less effective. (v) The Grantees shall erect an electric or other stock-proof fence not less than six feet distant from the fences to be erected under the provisions of Paragraph 6 of this Schedule. (vi) The Grantees and their respective servants and agents shall not obtain access to the Wayleave Strip except from any public path or roadway immediately adjacent thereto or from the route of the Authorised Pipe-line in or agreed accesses over adjoining land through which the Authorised Pipe-line passes, The Grantees and their respective servants and agents shall not obtain access to the Wayleave Strip through the land of the Grantor (except as aforesaid) save in exceptional circumstances or extreme emergency when the Grantees shall have obtained the approval of the Grantor or of the Local Divisional Veterinary Officer of the Ministry of Agriculture Fisheries and Food or Department of Agriculture and Fisheries for Scotland. The Grantees shall observe any conditions imposed as a term of such approval. 22. Should the Grantees at any time after the construction of the pipe-line decided to abandon it the Grantees will render and keep the pipe-line harmless. 23. (i) The Grantees will not permit caravans or huts to be brought on to the Wayleave Strip for sleeping accommodation or workmen and will ensure that all workmen leave the Wayleave Strip at the conclusion of their duties every day. (ii) The Grantees shall provide such sanitary equipment as may be considered necessary for the convenience of their workmen to avoid fouling the surrounding land. (iii) Works in exercise of the Specified Rights shall normally cease at dusk but in the event of work continuing beyond dusk the Grantor and the occupier of the Wayleave Strip shall be notified in advance. (iv) The Grantees will make suitable arrangements with the occupier of the Wayleave Strip in regard to any works to be carried out in exercise of the Specified Rights during lambing and calving periods. (v) As far as practicable the minimum amount of pipe trench will be open at any one time. (vi) Whenever the Grantees intend to use explosives in connection with works in exercise of the Specified Rights reasonable notice of such intention shall be given to the Grantor and the occupier of the Wayleave Strip including notice of the timing of blasting operations. (vii) Strict instructions will be given to prevent the Grantees' contractor's workmen from trespassing outside any part of the Wayleave Strip used as a working place. 24. The Grantees shall only remove trees from the Wayleave Strip in exercise of the Specified Rights after consultation with the Grantor and the occupier of the Wayleave Strip and all saleable timber shall remain the property of the timber owner or be purchased by the Grantees from such owner at full market value at such owner's option and (if not so purchased) shall be disposed of by the Grantees in accordance with the reasonable requirements of the timber owner.

Compensation will be paid for any damage to established woodlands caused by windblow resulting from the exercise of the Specified Rights provided prompt notice of claim is given to the Grantees. Insofar as the following items namely loss of future profits (subject to appropriate deferment) on trees felled before maturity, sterilization of the Wayleave Strip, future fencing and drainage costs, protection costs such as fire protection and vermin control, edge effect and the repayment of any grant due to the Forestry Commission are caused by the exercise of the Specified Rights, compensation will also be paid for such items by the Grantees. The cost of initial and subsequent clearance of scrub growth on the Wayleave Strip will also be met by the Grantees.

**Entry
Number**

Burden Detail

26 Grant of Servitude containing Disposition between BP Chemicals Limited hereinafter called "the Owner" of the first part and BP Trading Limited (hereinafter called "BP") of the second part and Imperial Chemical Industries Limited (hereinafter called "ICI") of the third part, recorded G.R.S. (Stirling) 31 Aug. 1978, in the following terms: WHEREAS (1) The Secretary of State for Energy has granted a Pipe-line Construction Authorisation in accordance with the Pipe-lines Act 1962 for the construction of BP and ICI of a single pipe-line between the Works of ICI at Wilton in the County of Cleveland and the Works of BP at Grangemouth in the County of Stirling. (2) The route of the said pipe-line crosses the land described in the First Schedule hereto. (3) BP and ICI desire to secure the necessary wayleaves and rights to enable part of the said pipe-line to be laid used and maintained in the said lands in such manner as to cause the least possible damage to the said lands or annoyance or inconvenience to the owner thereof and for this purpose the Owner has agreed to grant to BP and ICI the wayleave and rights hereinafter contained upon the terms hereinafter appearing. NOW it is hereby declared and agreed between the parties hereto as follows:- 1. IN this Deed and the Schedules hereto unless the context otherwise requires:- (1) The singular shall include the plural and the masculine shall include the feminine and the neuter. (2) Obligations undertaken by the Owner where the Owner consist of two or more persons shall be joint and several (3) The following expressions are used with the following meanings that is to say:- (a) "the Authorised Pipe-line" means the single pipe-line constructed or to be constructed in accordance with the said Pipe-line Construction Authorisation including such apparatus and works as are specified in Section 65 (2) of the Pipe-lines Act, 1962 and all wrapping and protective materials. (b) "the Described Land" means the land described in the said First Schedule hereto being so much of the land of the Owner as lies within the limits of lateral deviation specified in the said Pipe-line Construction Authorisation. (c) "the Grantor" means the Owner and his successors as heritable proprietors of the Described Land. (d) "the Companies" means BP and ICI (e) "the Grantees" means the Companies and their respective successors and assignees in whom the benefit of the wayleaves and rights hereby granted shall for the time being respectively be vested. (f) "the Wayleave Strip" means such part of a strip of land Twenty feet eleven inches wide in which the pipe shall have been centrally situated as is included in the Described Land. (g) "the Specified Rights" means the wayleaves and rights specified in the Second Schedule hereto. (h) "the pipe-line" means such part of the Authorised Pipe-line as has been or is to be laid through under or over the Described Land. (i) "the Diversion Provisions means the obligations, agreements, rights and provisions specified in the Third Schedule hereto. (j) "the Agent" means the agent for the time being appointed pursuant to Clause 3(8) hereof. 2. IN consideration of the sum of £1.471.60 paid to the Owner by the Companies in equal shares of which sum the Owner hereby acknowledges receipt and discharge them, the Owner GIVES GRANTS AND DISPONES (FIRSTLY) to and in favour of BP and its successors and assignees whomsoever an heritable and irredeemable servitude right tolerance and wayleave over the Described Land of laying down and maintaining and renewing and protecting the pipe-line in terms of the Specified Rights so that these may be annexed to and for the benefit of the whole and each and every part of the Undertaking BP consisting of the said

Grangemouth Works and the rights acquired by BP or its foresaids for the purposes of the Authorised Pipe-line and (SECONDLY) to and in favour of ICI and its successors and assignees whomsoever an heritable and irredeemable servitude right tolerance and wayleave over the Described Land of laying down and maintaining and renewing and protecting the pipe-line in terms of the Specified Rights so that these may be annexed to and for the benefit of the whole and each and every part of the Undertaking of ICI consisting of the said Wilton Works and the rights acquired by ICI or its foresaids for the purposes of the Authorised Pipe-line. 3. THE Companies HEREBY JOINTLY AND SEVERALLY bind and oblige themselves and their respective assignees:- (1) At all times to take all reasonable and proper precautions to ensure that in the exercise of the Specified Rights as little damage as possible is caused to the land of the Owner and any crops or structures thereon or drains thereunder and make good or pay compensation to the Granter or the occupier of the said land for any loss, damage or injury suffered by them or either of them by reason of the exercise of the Specified Rights or any of them. (2) With all practicable speed to reinstate and put any part of the Wayleave Strip opened or broken up in the exercise of the Specified Rights into as good a condition in all respects so far as is practicable as the same was in prior to such opening or breaking up as aforesaid and make compensation to the Grantor or the occupier of the Wayleave Strip for any loss or damage suffered by them or either of them by reason of any such exercise as aforesaid. (3) If required by the Grantor or the occupier of the Wayleave Strip to replace or restore on or in the Wayleave Strip any growing crops, trees (other than trees which in the opinion of the Grantees are likely to damage or injure any part of the pipe-line), bushes or plants removed in the exercise of the Specified Rights or if such replacing or restoring is not required or is not practicable or safe or if the Granter or Occupier shall have suffered loss of production to pay reasonable compensation to the Grantor or other person or persons entitled thereto in accordance with sub-clause (1) of this Clause. (4) To keep the pipe-line in good repair and condition and to indemnify and keep indemnified the Grantor and his tenants or other occupier or occupiers for the time being of the Wayleave Strip from and against all claims and liabilities whatsoever in respect of the exercise of the Specified Rights except (save as mentioned in the proviso to Clause 4 hereof) any claims and liabilities occasioned by the neglect or default of the Grantor or his tenants or other such occupier or occupiers as aforesaid or their respective servants or workmen or others authorised by them Provided that any person claiming indemnity hereunder or under the said proviso to Clause 4 shall give notice as soon as reasonably possible to the Agent of every claim or demand made against him which he considers is covered by the indemnity hereinbefore contained and shall not make any admission of liability to the person making the claim or demand or settle or compromise any such claim or demand without the consent in writing of the Agent and shall (if so requested by the Grantees) authorize the Grantees to negotiate a settlement of any such claim or demand and to conduct on his behalf any litigation which may arise in respect of any such claim or demand upon giving to him such reasonable indemnity as he may require in relation to the costs and expenses of the litigation. (5) To perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Grantees and each of them. (6) To pay, discharge and indemnify the Grantor against all rates and taxes payable in respect of the pipe-line. (7) To comply with the terms and conditions set out in the Fourth Schedule hereto. (8) To appoint one and the same Agent to receive notices from the Grantor and for the other purposes specified in this Deed and to keep the Grantor informed as to the name and address and telephone number (if any) of the Agent so appointed. (9) To take any party to whom they or either of them may transfer the pipe-line or any part or parts thereof bound to observe the terms and conditions of this Deed including the provisions of this sub-clause. 4. SUBJECT to the provisions of Clause 5(3) hereof the Owner hereby binds and obliges himself and his successors as follows:- (i) with BP and its successors and assignees so that the benefit of this obligation may be annexed to and accrue to the whole and each and every part of the said Undertaking of BP and (ii) with ICI and its successors and assignees so that the benefit of this obligation may be annexed to and accrue to the whole and each and every part of the said Undertaking of ICI. And so that

the effect of each of these obligations may run with and bind the Wayleave Strip and (for the purposes only of sub-clauses (4)(5) and (6) of this Clause) the Described Land and every part thereof respectively:- (1) Not to erect, construct or place or suffer to be erected, constructed or placed any building or structure or to carry out or suffer to be carried out any excavation or to plant or suffer to be planted any trees on the Wayleave Strip without the previous consent in writing of the Agents and where appropriate of the Secretary of State for Energy under Section 27 of the Pipe-lines Act, 1962. (2) Not to raise or lower or suffer to be raised or lowered the existing level of the surface of the Wayleave Strip without the previous consent in writing of the Agent and where appropriate of the said Secretary of State under Section 31 of the Pipe-lines Act, 1962. (3) Not to undermine or damage or suffer to be undermined or damaged the pipe-line or to do or suffer to be done anything which may interfere with free flow and passage through the pipe-line. (4) To perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Grantor. (5) Within three months of any Disposition or transmission of the Described Land or any part thereof (other than in security) to give to the Agent written notice thereof such notice to state the name and address of the owner for the time being and all other parties interested in the Described Land and the Agent will pay the Grantor's Solicitor the sum of two pounds in respect of each such notice so delivered. (6) Not to carry out or suffer to be carried out any blasting within 100 yards of the Authorised Pipe-line provided that the Grantor shall be entitled to recover from the Grantees or either of them compensation for any additional expense reasonably incurred from time to time by the Grantor by reason of the provisions of this sub-clause. PROVIDED that, if in relation to the carrying out by the Grantor or the occupier of the Wayleave Strip or normal agricultural operations or acts of good husbandry (including fencing, hedging, and ditching) the Grantor or such occupier shall have given notice to the Agent of any event which has or may have caused damage to the pipe-line within 24 hours of such event becoming known to the Grantor or such occupier, then the Grantor or such occupier shall not be liable to pay compensation to the Grantees or either of them for damage caused to the pipe-line by the carrying out of such operations and shall be kept indemnified by the Grantees and each of them against any claims and liabilities in respect of any such damage as aforesaid. 5.(1) At all times the pipe-line shall be and remain in the ownership of the Grantees. (2) If at any time or times the Grantees shall desire to abandon the pipe-line or any part or parts thereof and shall give written notice of such desire to the Grantor then subject as hereinafter provided this Deed and everything therein contained shall be void or (as the case may be) shall cease to have effect in relation to such part or parts of the pipe-line without prejudice (a) to any claim by the Grantor or by any Grantees or either of them in respect of any antecedent breach of any obligation or condition herein contained or (b) to the right of the Grantor to apply to the Grantees for a formal release in whole or in part (as the case may be) of the Specified Rights which release shall not be unreasonably withheld and the whole costs and expenses thereof shall be paid by the Grantees or either of them. Provided that if at any time or times after abandonment in manner aforesaid by the Grantees of the pipe-line or any part or parts thereof the Grantor shall desire to carry out any development of the site of the pipe-line as so abandoned or any parts or parts thereof the Grantor shall supply the Agent with full details in writing of the proposed development and use his best endeavours with the assistance if requested of the Grantees free of charge so to arrange the same as to avoid removal of the pipe-line as so abandoned or any part or parts thereof. If it can nonetheless reasonably be shown that the proposed development would be prevented by the position of the pipe-line as so abandoned or any part or parts thereof the Grantor shall be entitled to require the Grantees or either of them at their or its expense to remove the pipe-line or such part or parts thereof as may be necessary to enable the development to be carried out but so that the Grantees shall not be obliged to remove any part of the pipe-line which shall have been previously diverted or in respect of which compensation has been paid under the Diversion Provisions PROVIDED ALSO that nothing herein contained shall release the Grantees or either of them from their obligations under Paragraph 22 of the said Fourth Schedule hereto or under the provisions of Section

25 and 36 of the Pipe-lines Act, 1962. (3) The Grantor and the occupier of the Wayleave Strip shall have the right (a) to provide any new or improved access and to lay, maintain and support sewers, drains, pipes, cables and other services reasonably required across the Wayleave Strip and (b) to disturb for agricultural purposes the soil and subsoil in the Wayleave Strip to a depth greater than 1' 6" subject to compliance with the following conditions that is to say:- (i) The Grantor or such occupier shall before exercising the said right furnish plans or other appropriate details of the work to the Agent and shall not commence the work unless and until such plans or details shall have been approved in writing by the Agent. Provided that if the Agent shall not have sent to the Grantor or such occupier (as the case may be) notice or rejection of the plans or details within two months (in the case of the works referred to as (a) above) and within one month (in the case of works referred to at (b) above) of having received the same the Agent shall be deemed to have approved the same in writing. (ii) Upon signifying his approval of the said plans or details the Agent may specify any protective works whether temporary or permanent which the Agent requires to be carried out to ensure the safety of the Authorised Pipe-line and such protective works shall be constructed by and at the cost of the Grantees save in the case where the access, sewers, drains, pipes, cables or other services to be constructed are not for the benefit of or are not to be used in connection with premises in the ownership of the Grantor when the cost of such protective works shall be borne by the Grantor. (iii) The Grantor or such occupier shall give to the Agent fourteen days' notice in writing of the intention to commence work. (iv) Such work shall be carried out in accordance with the plans or details so submitted to and approved by the Agent and shall when commenced be carried out with all reasonable dispatch and under the supervision (if so required by the Agent) and to the reasonable satisfaction of the Agent. (v) Any difference arising between the Grantees or either of them on the one hand and the Grantor or such occupier on the other hand with regard to plans or details so submitted the manner of construction of the work or any protective works required by the Agent shall be referred to the application of any party to arbitration by an arbiter appointed by the Chairman for the time being of the Scottish Branch of the Institution of Civil Engineers and (vi) If the Grantor shall by reason of the provisions of this sub-clause incur additional expense in carrying out in the Wayleave Strip any of the works contemplated by this sub-clause the Grantees and each of them shall reimburse the Grantor in respect of such additional expense. (4) The liability of the Grantees and each of them under the provisions of this Deed as to (a) indemnity against claims and liabilities in respect of the exercise of the Specified Rights and (b) the making good of or paying compensation for loss, damage or injury due to the exercise of the Specified Rights shall extend to and include claims and liabilities and loss, damage and injury caused by reason of (i) the negligence, trespass or willful act or default of any person or persons directly or indirectly employed by the Grantees or either of them in connection with the exercise of the Specified Rights. (ii) the action of the Grantees or either of their contractors and their or either of their sub-contractors and of all persons employed in connection with the exercise of the Specified Rights except for actions carried out expressly at the request of the Grantor or the occupier of the Wayleave Strip and (iii) any damage or destruction of the Authorised Pipe-line or any escape of any material therefrom where such damage destruction or escape is caused by the acts or omissions (including any malicious damage by a third party) or any person other (save as mentioned in the proviso to Clause 4 hereof) than the Grantor or his tenants or other occupier or occupiers for the time being of the Wayleave Strip or their respective servants or workmen or others authorised by them. (5) Nothing in this Deed contained shall impose any obligation on one of the Grantees to pay compensation for or otherwise rectify any breach for which full compensation shall already have been paid or which shall already have been rectified by the other of the Grantees or entitle the Grantor or any other person claiming to be entitled to compensation under this Deed to receive compensation in excess of any loss which shall have suffered or may reasonably be expected to suffer. (6)(a) Subject as hereinafter provided the provisions (in this sub-clause called "the Mining Code") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and

Support) Act, 1923 for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act, 1845 shall be deemed to be incorporated herein and the provisions of Clause 4 of this Deed and of Paragraph 2(8) of the said Second Schedule hereto shall take effect subject to the Mining Code. (b) In the construction of the Mining Code for the purposes of this Deed the following expressions used therein shall have the following meanings that is to say:- "minerals" shall be deemed to include sand and gravel "the mine owner" shall mean the Grantor "the company" shall mean the Grantees "the railway", "the works" and "the works of the company" shall mean the Authorised Pipe-line "the centre of the railway" and "the rail level" shall be deemed to be the centre of the pipe-line as laid. (c) Clause 7 of this Deed shall be substituted for Section 78(C)(3) of the Mining Code. (d) Save as provided by paragraph (b) of sub-clause the interpretations provided by Section 78(c) (1) and (2) of the Mining Code shall apply for the purposes hereof. 6. The rights of servitude hereby granted under the conditions foresaid are hereby declared to be real burdens upon and affecting the Described Land and as such shall be referred to in all future Dispositions and deeds of transmission relating thereto under pain of nullity. 7. Any difference (not being one affecting the construction of this Deed) which may arise between the Grantor on the one hand and the Grantees or either of them on the other hand and for the determination of which this Deed does not expressly otherwise provide shall be determined in accordance with the Arbitration Act, 1894 or any statutory modification thereof for the time being in force by a single arbiter to be agreed between them or failing such agreement to be appointed on the application of any of them by the Chairman for the time being of the Scottish Branch of The Royal Institution of Chartered Surveyors Provided nevertheless that the Grantor on the one hand and the Grantees or either of them on the other hand shall be entitled to institute proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed. 8. The Owner assigns the writs of the Described Land but only so far as necessary to maintain support and defend the said right of servitude hereby conferred and for that purpose the Owner obliges himself and his successors as heritable proprietors of the Described Land to make the same forthcoming to the Grantees on all necessary occasions on the usual borrowing terms and that on receipt and obligation to redeliver the same within a reasonable time and under a suitable penalty. THE FIRST SCHEDULE THE DESCRIBED LAND The subjects tinted yellow on the Title Plan. THE SECOND SCHEDULE THE SPECIFIED RIGHTS 1. In this Schedule the expression "the Grantee" shall for the purposes of the grant (FIRSTLY) hereinbefore made mean BP and its successors and assignees in whom the benefit of the wayleaves and rights hereby (FIRSTLY) granted shall for the time being be vested and for the purposes of the grant and conveyance (SECONDLY) hereinbefore made mean ICI and its successors and assignees in whom the benefit of the wayleaves and rights hereby (SECONDLY) granted shall for the time being be vested. 2. The following are the wayleaves and rights (in this Deed referred to as "the Specified Rights") which are granted to the Grantee by this Deed:- (1) A right to maintain in position any part or parts of the pipe-line already laid or constructed and a right to construct and place the pipe-line in and under the Wayleave Strip as nearly as reasonably practicable along the line indicated by a brown broken line on said Plan but so that (i) (except in the case of any such apparatus and works as are specified in Section 65(2) of the Pipe-lines Act, 1962 or where rock or other physical obstacles or soil conditions prevent the laying of any part of the pipe-line at the depth hereinafter mentioned) no part of the pipe-line when so constructed and placed shall lie upon or within three feet of the surface of the Wayleave Strip so as to avoid the pipe-line becoming a hazard or interfering with normal agricultural operations and (ii) the construction and placing of any such apparatus and works as aforesaid on the surface of the Wayleave Strip or at a lesser depth thereunder than three feet shall be subject to the prior consent of the Grantor as to the actual location of any such apparatus and works such consent not to be unreasonably withheld. (2) Subject to the provisions of Paragraphs 7 and 20 of the said Fourth Schedule to this Deed a right for the officers servants and agents of the Grantee at all reasonable times and in an emergency at all times with or without contractors, surveyors employees and others and with or without horses, carts, motor or other vehicles, plant, apparatus and material to enter upon the

Wayleaves Strip and to pass over and across the adjoining land of the Grantor to obtain access to and egress from the Wayleave Strip along such route as shall be agreed between the Grantor and the Grantee for the purpose of exercising or in connection with the exercise of any of the rights granted to the Grantee by this Deed and temporarily to place on the Wayleave Strip any such plant, apparatus and materials required to be used in connection with the purposes aforesaid. (3) A right to excavate and open up so much of the Wayleave Strip and to carry out such works thereon as may be reasonably required for the purpose of laying, constructing, maintaining, adjusting, altering, renewing, repairing, testing, cleansing, relaying, making safe or removing any part or parts of the Authorised Pipe-line. (4) A right to divert or alter the position of the pipe-line or any part or parts thereof in accordance with the Diversion Provisions. (5) Subject to the provisions of Paragraph 16 of the said Fourth Schedule to this Deed a right to construct, maintain and use on the Wayleave Strip ground and aerial marker posts, gates, steps, stiles and special locked gates and bridges and pedestrian crossings over ditches and culverts to facilitate inspection and maintenance of the Authorised Pipe-line or for protecting it from damage. (6) A right to manage work and use the pipe-line so far as the management working and use thereof affects the Wayleave Strip. (7) A right to use or permit to be used the pipe-line for the transmission in either direction of any gas, liquid or other material or substance or any nature whatsoever the transmission of which is for the time being not prohibited by law either:- (i) as part of the Authorised Pipe-line or (ii) as part of one or more pipe-line or pipe-lines whether now or hereafter within eighty years from the date hereof constructed and whether or not owned in its or their entirety by the Grantee. and so that the said right to use the pipe-line may be exercised in connection with the use of either:- (a) the whole length of the Authorised Pipe-line or (b) any part or parts of the Authorised Pipe-line and notwithstanding that neither of the terminal points of any such part shall be terminal point of the Authorised Pipe-line. (8) A right to continuous vertical and lateral support for the pipe-line from the Wayleave Strip. (9) Subject to the provisions of Paragraph 19 of the said Fourth Schedule to this Deed a right for the agents and servants of the Grantee at any time and from time to time to enter upon the Wayleave Strip for the purposes of walking the line of the pipe-line. (10) Subject to the provisions of Paragraph 24 of the said Fourth Schedule to this Deed a right to remove any trees which or the roots of which may grow in or over or under the Wayleave Strip.

THE THIRD SCHEDULE THE DIVISION PROVISIONS

1. In this Schedule the following expressions shall have the following meanings that is to say:- (1) "development" shall have the meaning assigned in Section 19 of the Town and Country Planning (Scotland) Act, 1972 save that it shall not include the carrying out of mining operations. (2) "planning permission" shall have the meaning assigned thereto by Section 275 of the Town and Country Planning (Scotland) Act, 1972. (3) "the division route" means the route to be agreed or determined in accordance with Paragraph 3 of this Schedule.

2. (1) If the Grantor desires to carry out any development of the Described Land he will:- (a) supply to the Agent full details thereof in writing and (b) use his best endeavours with the assistance if requested of the Agent free of charge so to arrange the development as to avoid the diversion of the pipe-line and will consult with the Agent to this end. (2) If following such consultation:- (a) the Grantor obtains planning permission for the development but the same is prevented solely by reason of the position of the pipe-line or (b) planning permission for the development is refused by reason of the position of the pipe-line the Grantor shall give written notice to the Agent stating whether or not the Grantor requires the diversion of the pipe-line or part thereof whereupon the Grantees may in their unfettered discretion elect by notice in writing to be delivered within three months of the receipt of the Grantor's notice either:- (i) to divert the pipe-line or part thereof along the diversion route or (ii) to pay to the Grantor compensation for the loss of the value of any part of his heritable property by reason of the restriction of development due to the existence of the pipe-line such compensation to be determined in default of agreement by an arbiter to be agreed between the Grantor and the Grantees or failing agreement to be appointed on the application of any party by the Chairman for the time being of the Scottish Branch of The Royal Institution of Chartered Surveyors. PROVIDED ALWAYS that if

the Grantor obtains planning permission for the development but does not give notice as aforesaid to the Agent requiring diversion of the pipe-line or part thereof he shall nevertheless notify the Agent of the obtaining of such planning permission and if the Grantees shall be of the opinion that the development would be likely to cause damage to the pipeline or any interference with the exercise of the Specified Rights the Grantees may elect to divert the pipe-line or part thereof along the diversion route. 3. The diversion route shall be such route within the Described Land as shall be agreed between the Grantor and the Grantees or failing agreement as shall be determined by an arbiter appointed by the Chairman for the time being of the Scottish Branch of the Institution of Civil Engineers as being the route which will cause the least possible interference with the use and enjoyment by the Grantor of the Described Land commensurate with the reasonable requirements of the Grantees in connection with the reconstruction of the pipe-line and its use as part of the Authorised Pipe-line. 4. On a diversion of the pipe-line or part thereof under the preceding paragraphs of this Schedule:- (1) no consideration shall be payable by the Grantees to the Grantor but the Grantees shall make reasonable compensation to the Grantor or the occupier of the Described Land in respect of any loss of profit or disturbance or damage to crops resulting from the diversion and the Grantees shall make good any damage to the surface of the Described Land to the reasonable satisfaction of the Grantor. (2) the pipe-line's points of ingress to and egress from the Described Land shall not (save where the Grantees otherwise allow) be varied and any special gates or market posts at these points shall remain in situ. (3) the Grantor's reasonable Surveyor's fees in connection with the diversion shall be borne by they Grantees. (4) the provisions of this Deed shall be deemed to apply mutatis mutandis to the pipe-line as so diverted and the Grantor shall if so required by the Grantees execute such further instrument or deed as may be necessary but (save where part only of the pipe-line has been diverted) all references to the Diversion Provisions shall be deemed to be deleted therefrom. 5. As to the whole or any particular part of the pipe-line the said diversion or payment of compensation in lieu thereof shall take place or be payable once only. THE FOURTH SCHEDULE 1. Where the pipe-line crosses a ditch it shall unless otherwise agreed be laid beneath the true cleaned bottom of the ditch. Protective concrete not less than six inches in thickness will be laid above the pipe-line and there will not be less than two feet between the true cleaned bottom of the ditch and the top of the protective concrete. 2. All professional charges reasonably incurred by any interested party in connection with the acquisition by the Companies (by agreement with the Owner) of any interest in the Described Land or in relation to any claim for compensation arising under the provisions of this Deed will be borne by the Grantees. 3. (i) The Grantees will so far as practicable carry out reinstatement of damage caused in the exercise of the Specified Rights in lieu of paying compensation in respect of any such damage. (ii) Where it is not possible to agree the precise amount of any item of compensation payable within three months of the making of the claim therefore the Grantees shall without prejudice to the final settlement of the matter make such payment on account as shall represent the amount of compensation which the Grantees consider to be the proper amount attributable to that item or as may be otherwise agreed between the parties. (iii) Any compensation payable to the Grantor or the occupier of the Wayleave Strip in respect of any damage to land and crops or structures thereon or drains thereunder and any injury to stock thereon shall be deemed to be payable within one calendar month after lodgement of the claim therefore and the Grantees shall pay interest on the amount of the compensation as finally agreed or determined from the date of such lodgement until payment of the compensation at such rate as may from time to time be prescribed by regulations made by the Treasury in accordance with Section 40 (1) of the Land Compensation (Scotland) Act, 1963 PROVIDED that:- (a) No interest shall be due in respect of payments of compensation made within the said period of one calendar month of the lodgement of the claim therefore and (b) In calculating interest account shall be taken of any payments on account made in accordance with sub-paragraph (ii) of this Paragraph. (iv) In those cases where time is spent by the Grantor or the occupier of the Wayleave Strip or their respective servants in consultation as to or in supervision of works of reinstatement or other matters

arising from the exercise of the Specified Rights the Grantees will pay fair and reasonable compensation for such time so spent. (v) Any loss or repayment of any grants will be taken into account in the assessment of the compensation payable under the provisions of this Deed. (vi) If any livestock is killed or injured by reason of the exercise of the Specified Rights the Grantees shall pay compensation to the owner of such livestock immediately after the amount of such compensation has been agreed.

4. The Grantees will:- (i) provide all facilities reasonably required for maintaining and affording means of communication and access between parts of any land unit of the Owner temporarily severed by reason of the exercise of the Specified Rights. (ii) maintain all existing means of access across the Wayleave Strip during the period of any exercise of the Specified Rights involving the execution of works on the Wayleave Strip by means of such adequate temporary crossing as may be reasonably required by the occupier and (iii) subject to the provisions of Clause 5(3) of this Deed take reasonable steps to permit the provision of any new or improved access and of sewers, drains, pipes, cables and other services reasonably required after the construction of the pipe-line has been completed.

5. THE Grantees shall be responsible by the employment of skilled drainers for reinstating (to the same standard as existed prior to their disturbance by the exercise of the Specified Rights) in consultation with the Grantor and any occupier of the Described Land all pipes and drainage systems which are damaged by reason of such exercise and in particular the Grantees will where the interests of the drainage of the land of the Grantor will best be served (as to which any difference between the parties shall be determined in accordance with Clause 7 of this Deed) lay the pipe-line underneath the said pipes and drainage systems. If any interference with or disturbance of the functioning of any pipe, drain or drainage system including natural drainage in the land of the Owner can be shown to have been caused by the construction of the pipe-line in exercise of the Specified Rights the Grantees will make good so far as is reasonably practicable any damage or injury thereby caused and will pay full compensation insofar as the same shall not have been made good. The Grantees shall afford to the Grantor and any occupier the opportunity to inspect all works of reinstatement of pipes and drainage systems while such work is in progress.

6. (i) Where livestock is kept on any part of the land of the Owner which is not separated from the Wayleave Strip by a fence or hedge any parts of the Wayleave Strip used by the Grantees in exercise of the Specified Rights as a working space will be fenced with a stockproof fence adequate for the purpose of excluding any livestock kept on such part of the land of the Owner save where any such parts adjoin land used by the Grantees as a temporary working space already as fenced. (ii) All such stockproof fences shall be maintained in position until the use of the Wayleave Strip as a working space is completed and thereafter (unless otherwise agreed with the occupier) until reinstatement of the Wayleave Strip is complete. (iii) Where no such livestock is kept the outer limits of the Wayleave Strip so used will unless otherwise requested by the occupier of the Described Land be delineated by post and rope or wire or otherwise as may be agreed with such occupier except where other parts of the Described Land adjoining the Wayleave Strip and used by the Grantees as a temporary working space have already been do delineated. (iv) Where field boundary fences are intersected by any part of the Wayleave Strip used by the Grantees as working space the Grantees shall erect straining posts in such fences and each part of any such fence shall be secured and strained to such posts.

7. The Grantees will give the Grantor and any occupier of the Wayleave Strip as long notice as may be reasonably practicable of any intended to exercise such of the Specified Rights as involve the execution of works on the Wayleave Strip with a view to enabling the Grantor and such occupier to make suitable arrangements with respect to the working of the Described Land. The period of notice shall in any event (except in emergency) be not less than twenty one days and all movements of pipes, vehicles and machinery in the exercise of the Specified Rights will be carried out so far as reasonably possible in accordance with a programme of which such occupier and the Grantor shall be kept aware.

8. Before the commencement of any exercise of the Specified Rights which involves the execution of works on the Wayleave Strip a record of the state or condition of the heritable property of the Grantor likely to be affected thereby shall if so required by the Grantor or the

occupier of such property and except in the case of emergency be prepared by the Agent or some other person or persons authorised by the Grantees for agreement with the party requiring such period. 9. (i) In performing their obligations under Clause 3(2) of this Deed the Grantees will comply with the following provisions:- Top soil excavated from any trench will be kept apart from all other excavated material and shall not be run over by any machinery. All trenches will be backfilled as soon as possible and great care will be taken to ensure that this backfill is consolidated. Excavated material will be replaced with top soil uppermost so as to restore the Wayleave Strip to its former condition and the Grantees will ensure that no large stones excavated in exercise of the Specified Rights are left on the surface and that the top soil will be replaced on the top (to the same depth as it was prior to removal using additional top soil if necessary) during reinstatement of the trench. All construction debris, tools, equipment, temporary works and litter will be removed from the Wayleave Strip as soon as practicable. (ii) The Grantor or other occupier of the Wayleave Strip shall have the option to be confirmed in writing to the Grantees or the Agent of carrying out at the Grantees' expense any cultivations (including the sowing of seeds and the application of fertilizers) necessary for the restoration of the land to its condition prior to the exercise of the Specified Rights. 10. The Grantees will use every endeavour to ensure that existing water supplies, drainage systems and any other services are not interrupted or detrimentally affected and in the event of any such supplies or systems being so interrupted or affected by reason of the exercise of the Specified Rights the Grantees will forthwith make good all damage caused or make available an adequate and unpolluted supply or system as the case may require. 11. The Grantees will take all reasonably practicable steps to prevent the pollution of water supplies or water-courses and in the event of such pollution occurring by reason of the exercise of the Specified Rights will pay compensation in respect of any costs damage or expenses due thereto. 12. If any hedge, fencing, bank or wall is destroyed or rendered ineffective by reason of the exercise of the Specified Rights the Grantees will restore the hedge, fencing, bank or wall so destroyed or rendered ineffective (though as regards hedges these will if so requested by the Grantor be replaced by fencing) and the Grantees will erect double protective fencing where necessary and will maintain any replanted hedge and the said double protective fencing in reasonable condition until the replanted hedge is reasonably established and effective. 13. The Grantee will take all reasonable practicable steps to prevent the straying of animals during the exercise of any of the Specified Rights involving entry on the Wayleave Strip and in regard to any part of the Wayleave Strip which will or is likely to become subject to additional risk of the straying of animals by reason of the exercise of the Specified Rights the Grantees will provide and maintain suitable and adequate barriers wherever necessary for the purpose of preventing or minimising the risk of such straying. 14. The Grantees shall prohibit their respective agents and servants from carrying firearms on or bringing dogs or (save as mentioned in Paragraph 2(2) of the Second Schedule to this Deed) other animals on to the Described Land and shall take all reasonably practicable steps to protect any fishing or sporting rights in or over the land of the Owner which may be affected by the exercise of the Specified Rights and shall pay compensation for any loss or damage suffered in respect of such rights by reason of any such exercise. 15. All ditches, open drains and watercourses interfered with by the exercise of the Specified Rights will so far as is reasonably practicable be maintained by the Grantees in an effective condition during the period of any entry upon the Wayleave Strip in exercise of the Specified Rights and thereafter and thereafter will be left in as good a condition as before such entry. 16. (i) When it is necessary to construct or place any permanent above ground equipment on the Wayleave Strip the Grantees will unless bound by circumstances outside the control of the Grantees agree with the Grantor and with the occupier of the part of the Wayleave Strip in question the siting thereof so as to cause as little obstruction or inconvenience as may be possible in the working of the Wayleave Strip. (ii) The line of the pipe-line will be indicated where necessary at field boundaries by means of markers. (iii) Gates, steps or stiles will not be constructed in any fence wall or hedge which abuts on land which is not occupied by the Grantor or other occupier of the Wayleave Strips without the consent of the Grantor and such occupier such

consent not to be unreasonably withheld. (iv) Steps or stiles will not be constructed in any fence, wall or hedge which abuts on a highway, road or footpath without the consent of the Grantor and the occupier of the Wayleave Strip. 17. All works executed in, on, over or under the Wayleave Strip in exercise of the Specified Rights shall throughout be executed under the supervision of an engineer acting on behalf of the Grantees who shall appoint local representatives to supervise the execution of the works and to maintain contact with the Grantor and any occupier of the Wayleave Strip. The Grantor and any such occupier will be informed of the name, address and telephone number of the person to whom queries may be addressed. 18 Where cathodic protection of the pipe-line is provided by the Grantees all buildings or structures on or under adjoining land which are likely to be detrimentally affected shall be protected by the Grantees either by bonding in such buildings or structures to the protective system or if the Grantor and the occupier of such buildings or structures agree by some equally effective method. Provided that in either case such reasonable facilities shall be afforded as the Grantees may require for this purpose. Provided further that the provisions of this Paragraph shall not apply to any pipes, wire or cables or any like apparatus or to any structures laid or erected in the land of the Owner after the date hereof otherwise than by the owner or lessee of the said land or any part of parts thereof. 19. Except in case of emergency the Grantees will give to all occupier of the Wayleave Strip prior notice of intended inspection (other than inspection from the air) or of any other intended entry in exercise of the Specified Rights. All representatives of the Grantees and their respective servants or agents whilst so engaged will carry and produce no request adequate means of identification and compensation will be paid in respect of all damage caused by such representatives, servants or agents in the course of any such entry. 20. Whenever an area has been declared an infected area on account of foot and mouth disease fowl pest swine fever or other notifiable disease the Grantees agree that entry on the Described Land shall be suspended unless there are exceptional circumstances in which case the approval of the Ministry of Agriculture Fisheries and Food or Department of Agriculture and Fisheries for Scotland shall be obtained and any entry on the Wayleave Strip will be subject to any conditions specified by said Ministry or Department and to such reasonable conditions as the occupier thereof may require PROVIDED that nothing in this Paragraph shall prevent the Grantees; respective servants or agents entering on any part of the Wayleave Strip forthwith and without giving notice or obtaining any approval in order to remedy a breach or leak in any part of the Authorised Pipe-line subject (a) to the Grantees' respective servants or agents taking all such precautions as may in the circumstances be reasonably practicable and (b) when entry is taken in circumstances where such precautions are not taken to the Grantees being responsible for all loss (not recoverable from any other source) sustained by the Grantor or the occupier of the Wayleave Strip as a result of an outbreak of the notifiable disease concerned occurring within a period of three weeks after the Grantees' respective servants or agents leave the Wayleave Strip on completion of the remedying of such breach or leak. 21. If the Grantees shall desire to enter upon the Wayleave Strip for the purpose of using the same in exercise of the Specified Rights as a working space the following additional provisions together with any reasonable precautions advised by the Ministry of Agriculture Fisheries and Food or Department of Agriculture and Fisheries for Scotland shall be observed if a herd which is or in the opinion of the Grantor may shortly become an accredited brucellosis-free herd is kept upon a farm of which the Described Land or any part thereof forms part:- (i) A notice or notices of reasonable size shall be erected by the Grantees on first entering the Wayleave Strip prior to the erection of the fence or fences referred to in Paragraph 6 of this Schedule and sub-paragraph (v) of this Paragraph. The notice or notices shall draw attention to the special herd and shall prohibit the Grantees' respective vehicles or employees from the going outside the Wayleave Strip. The notice or notices shall not be removed until all work including reinstatement shall be completed. (ii) The respective servants or agents of the Grantees erecting or removing such fence or fences as aforesaid shall at all times observe the disinfectant procedure laid down by the law in the case of an outbreak of foot and mouth disease and before and after every on to the land of the Grantor.

(iii) All fences to be erected as aforesaid shall be fully stockproof with suitable posts and at least three strands of barbed wire and pig netting. (iv) No alteration shall be made to the existing double boundary fences on the land of the Grantor which would in any way render them less effective. (v) The Grantees shall erect an electric or other stock-proof fence not less than six feet distant from the fences to be erected under the provisions of Paragraph 6 of this Schedule. (vi) The Grantees and their respective servants and agents shall not obtain access to the Wayleave Strip except from any public path or roadway immediately adjacent thereto or from the route of the Authorised Pipe-line in or agreed accesses over adjoining land through which the Authorised Pipe-line passes, The Grantees and their respective servants and agents shall not obtain access to the Wayleave Strip through the land of the Grantor (except as aforesaid) save in exceptional circumstances or extreme emergency when the Grantees shall have obtained the approval of the Grantor or of the Local Divisional Veterinary Officer of the Ministry of Agriculture Fisheries and Food or Department of Agriculture and Fisheries for Scotland. The Grantees shall observe any conditions imposed as a term of such approval. 22. Should the Grantees at any time after the construction of the pipe-line decided to abandon it the Grantees will render and keep the pipe-line harmless. 23. (i) The Grantees will not permit caravans or huts to be brought on to the Wayleave Strip for sleeping accommodation or workmen and will ensure that all workmen leave the Wayleave Strip at the conclusion of their duties every day. (ii) The Grantees shall provide such sanitary equipment as may be considered necessary for the convenience of their workmen to avoid fouling the surrounding land. (iii) Works in exercise of the Specified Rights shall normally cease at dusk but in the event of work continuing beyond dusk the Grantor and the occupier of the Wayleave Strip shall be notified in advance. (iv) The Grantees will make suitable arrangements with the occupier of the Wayleave Strip in regard to any works to be carried out in exercise of the Specified Rights during lambing and calving periods. (v) As far as practicable the minimum amount of pipe trench will be open at any one time. (vi) Whenever the Grantees intend to use explosives in connection with works in exercise of the Specified Rights reasonable notice of such intention shall be given to the Grantor and the occupier of the Wayleave Strip including notice of the timing of blasting operations. (vii) Strict instructions will be given to prevent the Grantees' contractor's workmen from trespassing outside any part of the Wayleave Strip used as a working place. 24. The Grantees shall only remove trees from the Wayleave Strip in exercise of the Specified Rights after consultation with the Grantor and the occupier of the Wayleave Strip and all saleable timber shall remain the property of the timber owner or be purchased by the Grantees from such owner at full market value at such owner's option and (if not so purchased) shall be disposed of by the Grantees in accordance with the reasonable requirements of the timber owner. Compensation will be paid for any damage to established woodlands caused by windblow resulting from the exercise of the Specified Rights provided prompt notice of claim is given to the Grantees. Insofar as the following items namely loss of future profits (subject to appropriate deferment) on trees felled before maturity, sterilization of the Wayleave Strip, future fencing and drainage costs, protection costs such as fire protection and vermin control, edge effect and the repayment of any grant due to the Forestry Commission are caused by the exercise of the Specified Rights, compensation will also be paid for such items by the Grantees. The cost of initial and subsequent clearance of scrub growth on the Wayleave Strip will also be met by the Grantees.

**Entry
Number**

Burden Detail

27

Deed of Servitude containing Disposition by John W Roberts and Margaret I G Crane or Roberts to BP Chemicals Limited, recorded G.R.S. (West Lothian) 4 May 1984, in the following terms: (1) In this Deed: "the Company" means BP Chemical Limited, and its successors as proprietors of the Company's Land (as hereinafter defined): "the Company's Land" means the subjects hatched brown on the Title Plan: "the Consenter" means BP INTERNATIONAL LIMITED for all right, title and interest it may have to acquire in the Company's Land the Pipeline and the

Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen Hundred and seventy two; "Esso Chemical Limited and Others" means Esso Chemical Limited, and Barclays Mercantile Industrial Finance Limited; IBOS Industrial Finance Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited; and Royal Scot Leasing Limited; "the Pipeline" means the part lying within the Servitude Strip (as hereinafter defined) of a pipeline laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethane, gaseous, hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe: "the Property" means the subjects known as Gardners Hall, Linlithgow. "the Owner" means John W Roberts and Margaret I.G. Crane or Roberts and where the context so requires or admits includes his successors as such heritable proprietor: "the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying within 3.1 metres in the horizontal plane from any point on the outer surface of the line of the pipes forming part of the Pipeline, whether such first mentioned point lies within the Property or not; "the Price" means £95. The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. (2) In consideration of the Price the receipt whereof is hereby acknowledged the Owner hereby GRANTS and DISPONES to the Company with entry at the 1 July 1983 a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace, and render unusable the Pipeline in a strip of land forming part of the Property together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts at appropriate points on the surface of the Servitude Strip. (3) The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that: (A) In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; (B) The Company shall at all times so far as practicable keep the Pipeline in proper repair and condition while required for use and upon the abandonment of the Pipeline or any part thereof notify the Owner and render the Pipeline being abandoned permanently safe and if called upon by the Owner grant a formal discharge of the rights hereby granted: (C) The Company shall at all times indemnify the Owner against all loss, damage and claims arising by reason of the existence or exercise of the rights hereby granted (other than any loss, damage or claims occasioned by the negligent or wrongful act or default of the Owner or his servants or agents but including (a) any loss (after taking into account the Price) in agricultural value of the Property and (b) any additional insurance premium incurred by the Owner): provided that any such claims are not settled or compromised without the prior consent of the Company: (D) The Company shall at all times bear the cost of repairs or renewals of the Pipeline and of any necessary restoration of the Property if the Pipeline or any marker post is accidentally damaged except where such damage is due to the negligence or wilful act or omission of the Owner or of any of his employees or of any contractors, tenants, licensees or agents of the Owner or of any other person whatsoever acting with the permission of or under the authority of the Owner other than the said Esso Chemical Limited and Others or their successors in right of the Deed of Servitude granted or about to be granted in their favour or any other person acting under the authority of the said Esso Chemical Limited and Others or such successors in the exercise of the rights granted by the said Deed of Servitude: declaring that the Owner shall not be liable

for the negligence or wilful act or omission of any of the aforementioned parties (other than the Owner) if the Owner has notified them in writing of the existence of the Pipeline, the Servitude Strip and the restrictions affecting the same: (E) The Company shall at all times make good so far as practicable all damage or injury to the Property caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner and/or his tenants to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined (in default of agreement) by an expert to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors: (F) The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline: (G) If at any time the Owner wishes to develop any part of the Property (otherwise than by the working of minerals in a situation to which Clause 5 hereof would apply) and having consulted the Company and used reasonable endeavours to arrange his development so as to suit the position of the Pipeline: (i) the Owner obtains planning permission to develop that part of the Property (otherwise than by a development order or order made under any statute) but the actual development thereof is prevented solely by reason of the existence of the Pipeline, or (ii) planning permission for such development is refused solely by reason of the existence of the Pipeline, the Company shall upon the written request of the Owner at the Company's option either: (a) within a reasonable time relocate the Pipeline in a suitable alternative position deviating as little from the original position as is consistent with the proposed development, or (b) to pay the Owner compensation for the loss in value of that part of the Property by reason of the restriction of development due to the existence of the Pipeline, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause.: PROVIDED THAT (1) the right given to the Owner by this Sub-clause (G) shall be exercisable once only in respect of that part of the Property: (2) if the Company intends to relocate the Pipeline under paragraph (a) of this Sub-clause (G) it shall notify the Owner of its intention so to do within three months after the receipt of the Owner's written request under this Sub-clause (G) failing which the Company shall be deemed to have opted to pay the compensation hereinbefore referred to: (3) any relocation of the Pipeline shall be made within the Limits of the Property in a suitable alternative position as determined by the Company upon the terms that compensation will be payable by the Company to the Owner and/or his tenants for any loss of profit or disturbance or damage to crops resulting from the relocation, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause, and the Owner shall enter into a further deed similar in terms to this deed except that there shall be no monetary consideration and this Sub-clause (G) shall be excluded: (4) the benefit of the undertaking by the Company under this Sub-clause (G) shall not extend to any successor in title of the Owner being any owner of the Property who acquires his interest (whether compulsorily or otherwise) for the purposes of the following: (i) construction of a road or motorway, or (ii) installation of any pipelines, cables or public services, or (iii) development of any part of the Property under governmental order for the purpose of a new town or urban development; (H) The Company shall at all times make good, so far as reasonably practicable, any damage or injury resulting from interference with or disturbance of the functioning of any drain or drainage system (including natural drainage) if this can be shown by the Owner to have caused by the exercise of the rights hereby granted or pay full compensation to the Owner to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this clause. (4) The Owner hereby binds and obliges himself: (A) Not to do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and to take all reasonable precautions to prevent such damage or injury: (B) Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as

materially to reduce the level of the surface of the Servitude Strip: (C) Not to undertake or cause or permit to be undertaken any construction work on any part of the Servitude Strip without the prior written consent of the Company not to undertake or cause or permit to be undertaken any works which would interfere with, obstruct or restrict the exercise of the servitude rights hereby granted: declaring that the foregoing restrictions shall not, however, prevent normal agricultural cultivations not causing such interference, obstruction or restriction of the exercise of the said servitude rights or material reduction of the level of the surface of the Servitude Strip, the installation of any new sewers, pipes, cables or other necessary services or acts of good husbandry (including fencing, hedging, ditching, draining and sub-soiling) provided that where the Owner or other lawful occupier of the land proposes within the Servitude Strip to disturb the soil to or at depth extending 0.46 metres below the surface of the Property or to install or permit the installation of any such accesses or services or to carry out acts of good husbandry as aforesaid or to use for any purpose any usually heavy vehicle which will cross the Servitude Strip, he shall give the Company written notice of his proposals and details of the methods by which he intends to carry out his proposals and the Company undertakes that within fourteen days of receiving such notice the Company will respond to the notice specifying the conditions under which the proposals are to be carried out. If the owner or other occupier aforesaid fails to give due notice to the Company or in carrying out his proposals fails to implement any of the conditions specified by the Company he shall be strictly liable for any damage that may thereby be caused to the Pipeline. The Company shall pay reasonable compensation for hardship or loss (including loss of profit) caused by the conditions imposed or by any failure of the Company to respond to the notice within the period of fourteen days referred to above: (D) Not to plant or permit to be planted any trees on any part of the Servitude Strip and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon. PROVIDED THAT the foregoing obligations of or restrictions on the Owner: (i) shall not prevent the grant by the Owner in favour of the said Esso Chemical Limited and Others of a Deed of Servitude in terms mutatis mutandis similar to this Deed in respect of the pipeline and others laid or to be laid by them, and (ii) shall not be breached by the Owner by the exercise by the said Esso Chemical Limited and Others or their successors of the rights thereby conferred upon them. (5) The provisions of Part II of and the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act 1845) shall be deemed to be incorporated herein but with the substitution of the Owner for "the mine owner" the Company for "the Company" and the Pipeline for "the railway", "the works" or "the works of the company" wherever those expressions appear in the said provisions. (6) Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) and for the determination of which provision is not otherwise made herein shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. (7) The Owner agrees that no part of the Pipeline shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the Pipeline or any part thereof. (8) NOTICES (A) All notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Works General Manager, BP Chemicals Limited, Grangemouth Works, Bo'ness Road, Grangemouth, Scotland. FK3 9XH (B) Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof, postpaid, to the Company at the above address, or at such other address as may be designated in writing by the Company to the Owner or the Occupier.

**Entry
Number**

Burden Detail

28

Deed of Servitude containing Disposition by John Bennett Collier and William

Easton Hill Collier, recorded G.R.S. (Fife) 14 May. 1984, in the following terms: (1) In this Deed: "the Company" means BP Chemical Limited, and its successors as proprietors of the Company's Land (as hereinafter defined): "the Company's Land" means the subjects hatched brown on the Title Plan: "the Consenter" means BP INTERNATIONAL LIMITED for all right, title and interest it may have to acquire in the Company's Land the Pipeline and the Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen Hundred and seventy two; "Esso Chemical Limited and Others" means Esso Chemical Limited, and Barclays Mercantile Industrial Finance Limited; IBOS Industrial Finance Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited; and Royal Scot Leasing Limited; "the Pipeline" means the part lying within the Servitude Strip (as hereinafter defined) of a pipeline laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethane, gaseous, hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe: "the Property" means 20.770 acre of ground part of lands and farm of Clarkston; "the Owner" means the said John Bennett Collier and William Easton Hill Collier as heritable proprietor of the Property and where the context so requires or admits includes his successors as such heritable proprietor; "the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying within 3.1 metres in the horizontal plane from any point on the outer surface of the line of the pipes forming part of the Pipeline, whether such first mentioned point lies within the Property or not; "the Price" means £2,289.53 The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner or the Property Consenter consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. (2) In consideration of the Price the Owner hereby GRANTS and DISPONES to the Company with entry at the 29 Jun. 1983 a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace, and render unusable the Pipeline in a strip of land forming part of the Property together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts at appropriate points on the surface of the Servitude Strip. (3) The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that: (A) In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; (B) The Company shall at all times so far as practicable keep the Pipeline in proper repair and condition while required for use and upon the abandonment of the Pipeline or any part thereof notify the Owner and render the Pipeline being abandoned permanently safe and if called upon by the Owner grant a formal discharge of the rights hereby granted: (C) The Company shall at all times indemnify the Owner against all loss, damage and claims arising by reason of the existence or exercise of the rights hereby granted (other than any loss, damage or claims occasioned by the negligent or wrongful act or default of the Owner or his servants or agents but including (a) any loss (after taking into account the Price) in agricultural value of the Property and (b) any additional insurance premium incurred by the Owner): provided that any such claims are not settled or compromised without the prior consent of the Company: (D) The Company shall at all times bear the cost of repairs or renewals of the Pipeline and of any necessary restoration of the Property if the Pipeline or any marker post is accidentally damaged except where such damage is due to the negligence or wilful act or omission of the Owner or of any of his employees or of any contractors, tenants,

licensees or agents of the Owner or of any other person whatsoever acting with the permission of or under the authority of the Owner other than the said Esso Chemical Limited and Others or their successors in right of the Deed of Servitude granted or about to be granted in their favour or any other person acting under the authority of the said Esso Chemical Limited and Others or such successors in the exercise of the rights granted by the said Deed of Servitude: declaring that the Owner shall not be liable for the negligence or wilful act or omission of any of the aforementioned parties (other than the Owner) if the Owner has notified them in writing of the existence of the Pipeline, the Servitude Strip and the restrictions affecting the same: (E) The Company shall at all times make good so far as practicable all damage or injury to the Property caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner and/or his tenants to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined (in default of agreement) by an expert to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors: (F) The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline: (G) If at any time the Owner wishes to develop any part of the Property (otherwise than by the working of minerals in a situation to which Clause 5 hereof would apply) and having consulted the Company and used reasonable endeavours to arrange his development so as to suit the position of the Pipeline: (i) the Owner obtains planning permission to develop that part of the Property (otherwise than by a development order or order made under any statute) but the actual development thereof is prevented solely by reason of the existence of the Pipeline, or (ii) planning permission for such development is refused solely by reason of the existence of the Pipeline, the Company shall upon the written request of the Owner at the Company's option either: (a) within a reasonable time relocate the Pipeline in a suitable alternative position deviating as little from the original position as is consistent with the proposed development, or (b) to pay the Owner compensation for the loss in value of that part of the Property by reason of the restriction of development due to the existence of the Pipeline, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause.: PROVIDED THAT (1) the right given to the Owner by this Sub-clause (G) shall be exercisable once only in respect of that part of the Property: (2) if the Company intends to relocate the Pipeline under paragraph (a) of this Sub-clause (G) it shall notify the Owner of its intention so to do within three months after the receipt of the Owner's written request under this Sub-clause (G) failing which the Company shall be deemed to have opted to pay the compensation hereinbefore referred to: (3) any relocation of the Pipeline shall be made within the Limits of the Property in a suitable alternative position as determined by the Company upon the terms that compensation will be payable by the Company to the Owner and/or his tenants for any loss of profit or disturbance or damage to crops resulting from the relocation, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause, and the Owner shall enter into a further deed similar in terms to this deed except that there shall be no monetary consideration and this Sub-clause (G) shall be excluded: (4) the benefit of the undertaking by the Company under this Sub-clause (G) shall not extend to any successor in title of the Owner being any owner of the Property who acquires his interest (whether compulsorily or otherwise) for the purposes of the following: (i) construction of a road or motorway, or (ii) installation of any pipelines, cables or public services, or (iii) development of any part of the Property under governmental order for the purpose of a new town or urban development; (H) The Company shall at all times make good, so far as reasonably practicable, any damage or injury resulting from interference with or disturbance of the functioning of any drain or drainage system (including natural drainage) if this can be shown by the Owner to have caused by the exercise of the rights hereby granted or pay full compensation to the Owner to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this clause. (4) The Owner hereby binds and obliges himself: (A) Not to do or cause or permit

to be done anything calculated or likely to cause damage or injury to the Pipeline and to take all reasonable precautions to prevent such damage or injury: (B) Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip: (C) Not to undertake or cause or permit to be undertaken any construction work on any part of the Servitude Strip without the prior written consent of the Company not to undertake or cause or permit to be undertaken any works which would interfere with, obstruct or restrict the exercise of the servitude rights hereby granted: declaring that the foregoing restrictions shall not, however, prevent normal agricultural cultivations not causing such interference, obstruction or restriction of the exercise of the said servitude rights or material reduction of the level of the surface of the Servitude Strip, the installation of any new sewers, pipes, cables or other necessary services or acts of good husbandry (including fencing, hedging, ditching, draining and sub-soiling) provided that where the Owner or other lawful occupier of the land proposes within the Servitude Strip to disturb the soil to or at depth extending 0.46 metres below the surface of the Property or to install or permit the installation of any such accesses or services or to carry out acts of good husbandry as aforesaid or to use for any purpose any usually heavy vehicle which will cross the Servitude Strip, he shall give the Company written notice of his proposals and details of the methods by which he intends to carry out his proposals and the Company undertakes that within fourteen days of receiving such notice the Company will respond to the notice specifying the conditions under which the proposals are to be carried out. If the owner or other occupier aforesaid fails to give due notice to the Company or in carrying out his proposals fails to implement any of the conditions specified by the Company he shall be strictly liable for any damage that may thereby be caused to the Pipeline. The Company shall pay reasonable compensation for hardship or loss (including loss of profit) caused by the conditions imposed or by any failure of the Company to respond to the notice within the period of fourteen days referred to above: (D) Not to plant or permit to be planted any trees on any part of the Servitude Strip and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon. PROVIDED THAT the foregoing obligations of or restrictions on the Owner: (i) shall not prevent the grant by the Owner in favour of the said Esso Chemical Limited and Others of a Deed of Servitude in terms mutatis mutandis similar to this Deed in respect of the pipeline and others laid or to be laid by them, and (ii) shall not be breached by the Owner by the exercise by the said Esso Chemical Limited and Others or their successors of the rights thereby conferred upon them. (5) The provisions of Part II of and the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act 1845) shall be deemed to be incorporated herein but with the substitution of the Owner for "the mine owner" the Company for "the Company" and the Pipeline for "the railway", "the works" or "the works of the company" wherever those expressions appear in the said provisions. (6) Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) and for the determination of which provision is not otherwise made herein shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. (7) The Owner agrees that no part of the Pipeline shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the Pipeline or any part thereof. (8) NOTICES (A) All notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Works General Manager, BP Chemicals Limited, Grangemouth Works, Bo'ness Road, Grangemouth, Scotland. FK3 9XH (B) Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof, postpaid, to the Company at the above address, or at such other address as may be designated in

**Entry
Number**

Burden Detail

29

Deed of Servitude containing Disposition by The Crown Estate Commissioners on behalf of the Queen's Most Excellent Majesty (who acting and on behalf as aforesaid are hereinafter called "the said Commissioners") to BP Chemicals Limited (who and whose successors as proprietors of parts of the petrochemical plant at Grangemouth are hereinafter called "the Grantees"), recorded G.R.S. (West Lothian and Fife) 6 Aug. 1984, of servitude right etc, contains the following burdens: To lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace and render unusable the part of an 10 3/4 inch nominal diameter ethane pipeline laid or to be laid between Mossmorran in the County of Fife, and Grangemouth in the County of Stirling, for the benefit of the Company's land and for the purpose of transporting or storing of ethylene, gaseous hydrocarbons, liquid hydrocarbons or other substances but for no other purpose whatever, which part of the pipeline together with any apparatus and works associated therewith and all signal and other cable and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe is hereinafter called "the Pipeline" across and under the bed of the River Forth, below low water mark of Ordinary Spring Tides, otherwise, known as Mean Low Water Springs, from Ironmill Bay in the County of Fife to a point west of Blackness Bay, in the County of West Lothian, together with the right for the officers, servants and agents of the Grantees to enter upon the said bed of Firth of Forth with all necessary workmen, materials, vehicles and equipment for the purpose of construction, inspection, use or maintenance of the Pipeline, or otherwise in connection with the exercise of the rights granted to the Grantees by these presents and the right to erect and keep marker posts at appropriate points on the surface of the said bed of the Firth of Forth, provided that before entering upon the said bed of the Firth of Forth after the Pipeline is laid down reasonable notice shall be given to the Commissioners to enable them or others of their appointment to superintend the operations; Declaring that these presents are granted with and under the following conditions and restrictions, videlicet:- (First) the Grantees shall at all times comply with (primo) the terms and conditions of and any consents required or notices served under Section 34 of the Coast Protection Act 1949, the Pipe-lines Act 1962, the Protection of Wrecks Acts 1973, the Dumping at Sea Act 1974 and the Offshore Petroleum (Scotland) Act 1975 and other legislation, Regulations, Orders, or Instruments and any extensions of amendments thereof and (Secundo) the requirement of the appropriate Harbour Authority if any; (Second) the Grantees and their foresaids shall at all times maintain and keep the Pipeline in good, safe and substantial repair, order and condition to the intent that no nuisance or annoyance shall be caused thereby or by the use thereof and in particular all reasonable steps shall be taken to procure that there shall be no leakage or escape from the Pipeline of any substances transported by it; (Third) the Grantees shall not make any alteration in or to the Pipeline without the previous consent in writing of the Commissioners (which consent shall not be withheld unreasonably); (Fourth) immediately after any disturbance of the site of the Pipeline occasioned by repairing or relaying the same or any part or parts thereof the Grantees shall restore to its original condition and level the surface of the site at their own expense to the reasonable satisfaction of the Commissioners; (Fifth) in the event of any part of the Pipeline falling into disuse the Grantees upon being requested by the Commissioners or the Secretary of State so to do shall at their own expense, render the site of the Pipeline and the Pipeline into a safe condition and that to the reasonable satisfaction of the Commissioners and the said Secretary of State; and in the event that the request or the works required as aforesaid by the Commissioners or the said Secretary of State render the pipeline incapable of being used for the purpose of transporting or storing of ethylene, gaseous hydrocarbons, liquid hydrocarbons or other substances, then the right hereby granted shall be at and end as the date when such request or requirement is made by the Commissioners or the said Secretary of State to the Grantees to the effect that Her

Majesty and Her Successors and the Commissioners thereby will be discharged of any obligation hereunder other than to permit the execution of the said works by the Grantees; (Sixth) the Grantees shall indemnify Her Majesty and Her Successors and Her or Their tenants or the Commissioners for all loss, injury or damage sustained by Her or them or the Commissioners in consequence of a breach or non-observance of any of the conditions herein contained and for all and every damage or loss sustained by Her or them or the Commissioners (including without prejudice to the foregoing generality claims by members of the public exercising their rights on or over the subjects over which the foregoing Servitude is granted and claims arising from interference with the free passage of migratory fish) arising from any defects in, or operations on, or in connection with the Pipeline and in the event of any difference arising between the parties as to the amount of such damage or loss claims shall be referred to two arbiters to be mutually chosen or in the event of their differing in opinion to an oversman to be appointed by the said arbiters whose award shall be final; (Seventh) Her Majesty and Her Successors and Her or Their tenants from time to time and at any time and without making any compensation to or obtaining any consent from the Grantees shall have right to use and occupy the site of the Pipeline for such purpose and in such manner and to execute such works thereon or thereunder and to erect thereon such constructions as She or they shall think proper or expedient, making nevertheless due provision for securing the maintenance, safety and efficiency of the Pipeline, and the Commissioners undertake to give the Grantees reasonable notice of any such operations: But the Commissioners hereby undertake that so long as the Pipeline remains in operation and does not fall into disuse in terms of Clause (Fifth) hereof the Commissioners will not grant any right and authority to dredge in that area within fifty feet of the Pipeline; and (Eighth) nothing contained in this Grant shall extend to or affect any beds, seams or veins of coal, stone and other minerals in or under the said bed of the Firth of Forth or any mines or quarries thereof and the Grant hereby made is subject to such interest in and rights in respect of any coal and rights annexed thereto which were vested in the National Coal Board on First January Nineteen hundred and Forty-seven in virtue of the provisions of the Coal Industry Nationalisation Act 1946.

**Entry
Number**

Burden Detail

30

Deed of Servitude containing Disposition by Jean Aitken or Hunter to BP Chemicals Limited, recorded G.R.S. (West Lothian) 4 Mar. 1985, in the following terms: (1) In this Deed: "the Company" means BP Chemical Limited, and its successors as proprietors of the Company's Land (as hereinafter defined): "the Company's Land" means the subjects hatched brown on the Title Plan: "the Consenter" means BP INTERNATIONAL LIMITED for all right, title and interest it may have to acquire in the Company's Land the Pipeline and the Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen Hundred and seventy two; "Esso Chemical Limited and Others" means Esso Chemical Limited, and Barclays Mercantile Industrial Finance Limited; IBOS Industrial Finance Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited; and Royal Scot Leasing Limited; "the Pipeline" means the part lying within the Servitude Strip (as hereinafter defined) of a pipeline laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethane, gaseous, hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe: "the Property" means the farm of Rousland. "the Owner" means John W Roberts and Margaret I.G. Crane or Roberts and where the context so requires or admits includes his successors as such heritable proprietor: "the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying within 3.1

metres in the horizontal plane from any point on the outer surface of the line of the pipes forming part of the Pipeline, whether such first mentioned point lies within the Property or not; "the Price" means £983.48. The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. (2) In consideration of the Price the receipt whereof is hereby acknowledged the Owner hereby GRANTS and DISPONES to the Company with entry at 16 June 1983 a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace, and render unusable the Pipeline in a strip of land forming part of the Property together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts at appropriate points on the surface of the Servitude Strip. (3) The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that: (A) In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; (B) The Company shall at all times so far as practicable keep the Pipeline in proper repair and condition while required for use and upon the abandonment of the Pipeline or any part thereof notify the Owner and render the Pipeline being abandoned permanently safe and if called upon by the Owner grant a formal discharge of the rights hereby granted: (C) The Company shall at all times indemnify the Owner against all loss, damage and claims arising by reason of the existence or exercise of the rights hereby granted (other than any loss, damage or claims occasioned by the negligent or wrongful act or default of the Owner or his servants or agents but including (a) any loss (after taking into account the Price) in agricultural value of the Property and (b) any additional insurance premium incurred by the Owner): provided that any such claims are not settled or compromised without the prior consent of the Company: (D) The Company shall at all times bear the cost of repairs or renewals of the Pipeline and of any necessary restoration of the Property if the Pipeline or any marker post is accidentally damaged except where such damage is due to the negligence or wilful act or omission of the Owner or of any of his employees or of any contractors, tenants, licensees or agents of the Owner or of any other person whatsoever acting with the permission of or under the authority of the Owner other than the said Esso Chemical Limited and Others or their successors in right of the Deed of Servitude granted or about to be granted in their favour or any other person acting under the authority of the said Esso Chemical Limited and Others or such successors in the exercise of the rights granted by the said Deed of Servitude: declaring that the Owner shall not be liable for the negligence or wilful act or omission of any of the aforementioned parties (other than the Owner) if the Owner has notified them in writing of the existence of the Pipeline, the Servitude Strip and the restrictions affecting the same: (E) The Company shall at all times make good so far as practicable all damage or injury to the Property caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner and/or his tenants to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined (in default of agreement) by an expert to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors: (F) The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline: (G) If at any time the Owner wishes to develop any part of the Property (otherwise than by the working of minerals in a situation to which Clause 5 hereof would apply) and having consulted the Company and used reasonable endeavours to arrange his development so as to suit the position of the Pipeline: (i) the Owner obtains planning permission to develop that part of the Property (otherwise than by a development order or order made under any statute) but the actual development thereof is prevented solely by reason of the existence of the Pipeline, or (ii)

planning permission for such development is refused solely by reason of the existence of the Pipeline, the Company shall upon the written request of the Owner at the Company's option either: (a) within a reasonable time relocate the Pipeline in a suitable alternative position deviating as little from the original position as is consistent with the proposed development, or (b) to pay the Owner compensation for the loss in value of that part of the Property by reason of the restriction of development due to the existence of the Pipeline, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause.: PROVIDED THAT (1) the right given to the Owner by this Sub-clause (G) shall be exercisable once only in respect of that part of the Property: (2) if the Company intends to relocate the Pipeline under paragraph (a) of this Sub-clause (G) it shall notify the Owner of its intention so to do within three months after the receipt of the Owner's written request under this Sub-clause (G) failing which the Company shall be deemed to have opted to pay the compensation hereinbefore referred to: (3) any relocation of the Pipeline shall be made within the Limits of the Property in a suitable alternative position as determined by the Company upon the terms that compensation will be payable by the Company to the Owner and/or his tenants for any loss of profit or disturbance or damage to crops resulting from the relocation, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause, and the Owner shall enter into a further deed similar in terms to this deed except that there shall be no monetary consideration and this Sub-clause (G) shall be excluded: (4) the benefit of the undertaking by the Company under this Sub-clause (G) shall not extend to any successor in title of the Owner being any owner of the Property who acquires his interest (whether compulsorily or otherwise) for the purposes of the following: (i) construction of a road or motorway, or (ii) installation of any pipelines, cables or public services, or (iii) development of any part of the Property under governmental order for the purpose of a new town or urban development; (H) The Company shall at all times make good, so far as reasonably practicable, any damage or injury resulting from interference with or disturbance of the functioning of any drain or drainage system (including natural drainage) if this can be shown by the Owner to have caused by the exercise of the rights hereby granted or pay full compensation to the Owner to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this clause. (4) The Owner hereby binds and obliges himself: (A) Not to do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and to take all reasonable precautions to prevent such damage or injury: (B) Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip: (C) Not to undertake or cause or permit to be undertaken any construction work on any part of the Servitude Strip without the prior written consent of the Company not to undertake or cause or permit to be undertaken any works which would interfere with, obstruct or restrict the exercise of the servitude rights hereby granted: declaring that the foregoing restrictions shall not, however, prevent normal agricultural cultivations not causing such interference, obstruction or restriction of the exercise of the said servitude rights or material reduction of the level of the surface of the Servitude Strip, the installation of any new sewers, pipes, cables or other necessary services or acts of good husbandry (including fencing, hedging, ditching, draining and sub-soiling) provided that where the Owner or other lawful occupier of the land proposes within the Servitude Strip to disturb the soil to or at depth extending 0.46 metres below the surface of the Property or to install or permit the installation of any such accesses or services or to carry out acts of good husbandry as aforesaid or to use for any purpose any usually heavy vehicle which will cross the Servitude Strip, he shall give the Company written notice of his proposals and details of the methods by which he intends to carry out his proposals and the Company undertakes that within fourteen days of receiving such notice the Company will respond to the notice specifying the conditions under

which the proposals are to be carried out. If the owner or other occupier aforesaid fails to give due notice to the Company or in carrying out his proposals fails to implement any of the conditions specified by the Company he shall be strictly liable for any damage that may thereby be caused to the Pipeline. The Company shall pay reasonable compensation for hardship or loss (including loss of profit) caused by the conditions imposed or by any failure of the Company to respond to the notice within the period of fourteen days referred to above: (D) Not to plant or permit to be planted any trees on any part of the Servitude Strip and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon. PROVIDED THAT the foregoing obligations of or restrictions on the Owner: (i) shall not prevent the grant by the Owner in favour of the said Esso Chemical Limited and Others of a Deed of Servitude in terms mutatis mutandis similar to this Deed in respect of the pipeline and others laid or to be laid by them, and (ii) shall not be breached by the Owner by the exercise by the said Esso Chemical Limited and Others or their successors of the rights thereby conferred upon them. (5) The provisions of Part II of and the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act 1845) shall be deemed to be incorporated herein but with the substitution of the Owner for "the mine owner" the Company for "the Company" and the Pipeline for "the railway", "the works" or "the works of the company" wherever those expressions appear in the said provisions. (6) Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) and for the determination of which provision is not otherwise made herein shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. (7) The Owner agrees that no part of the Pipeline shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the Pipeline or any part thereof. (8) NOTICES (A) All notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Works General Manager, BP Chemicals Limited, Grangemouth Works, Bo'ness Road, Grangemouth, Scotland. FK3 9XH (B) Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof, postpaid, to the Company at the above address, or at such other address as may be designated in writing by the Company to the Owner or the Occupier.

**Entry
Number**

Burden Detail

31 Deed of Servitude containing Disposition by Jack W Taylor to BP Chemicals Limited, recorded G.R.S. (Stirling) 19 Apr. 1985, in the following terms: (1) In this Deed: "the Company" means BP Chemical Limited, and its successors as proprietors of the Company's Land (as hereinafter defined): "the Company's Land" means the subjects hatched brown on the Title Plan: "the Consenter" means BP INTERNATIONAL LIMITED for all right, title and interest it may have to acquire in the Company's Land the Pipeline and the Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen Hundred and seventy two; "Esso Chemical Limited and Others" means Esso Chemical Limited, and Barclays Mercantile Industrial Finance Limited; IBOS Industrial Finance Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited; and Royal Scot Leasing Limited; "the Pipeline" means the part lying within the Servitude Strip (as hereinafter defined) of a pipeline laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethane, gaseous, hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment

constructed or laid on or about or adjacent to the pipe: "the Property" means the lands of Jinkabout and Smallburn, under exceptions and the farm and lands of Inveravon, under exceptions. "the Owner" means Jack walker Taylor and where the context so requires or admits includes his successors as such heritable proprietor: "the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying within 3.1 metres in the horizontal plane from any point on the outer surface of the line of the pipes forming part of the Pipeline, whether such first mentioned point lies within the Property or not; "the Property Consentor" means The Royal Bank of Scotland plc as heritable creditor in virtue of a standard security in their favour over the lands and farm of Inveravon and where the context so requires or admits includes his successors and assignees whomsoever; "the Price" means £8387.14. The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner or the Property Consentor consists of two or more persons, the obligations undertaken by the Owner or the Property Consentor shall be joint and several. (2) In consideration of the Price the receipt whereof is hereby acknowledged the Owner hereby GRANTS and DISPONES to the Company with entry at the 14 June 1983 a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace, and render unusable the Pipeline in a strip of land forming part of the Property together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts at appropriate points on the surface of the Servitude Strip. (3) The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that: (A) In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; (B) The Company shall at all times so far as practicable keep the Pipeline in proper repair and condition while required for use and upon the abandonment of the Pipeline or any part thereof notify the Owner and render the Pipeline being abandoned permanently safe and if called upon by the Owner grant a formal discharge of the rights hereby granted: (C) The Company shall at all times indemnify the Owner against all loss, damage and claims arising by reason of the existence or exercise of the rights hereby granted (other than any loss, damage or claims occasioned by the negligent or wrongful act or default of the Owner or his servants or agents but including (a) any loss (after taking into account the Price) in agricultural value of the Property and (b) any additional insurance premium incurred by the Owner): provided that any such claims are not settled or compromised without the prior consent of the Company: (D) The Company shall at all times bear the cost of repairs or renewals of the Pipeline and of any necessary restoration of the Property if the Pipeline or any marker post is accidentally damaged except where such damage is due to the negligence or wilful act or omission of the Owner or of any of his employees or of any contractors, tenants, licensees or agents of the Owner or of any other person whatsoever acting with the permission of or under the authority of the Owner other than the said Esso Chemical Limited and Others or their successors in right of the Deed of Servitude granted or about to be granted in their favour or any other person acting under the authority of the said Esso Chemical Limited and Others or such successors in the exercise of the rights granted by the said Deed of Servitude: declaring that the Owner shall not be liable for the negligence or wilful act or omission of any of the aforementioned parties (other than the Owner) if the Owner has notified them in writing of the existence of the Pipeline, the Servitude Strip and the restrictions affecting the same: (E) The Company shall at all times make good so far as practicable all damage or injury to the Property caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner and/or his tenants to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined (in default of agreement) by an expert to be agreed between the parties or failing agreement to

be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors: (F) The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline: (G) If at any time the Owner wishes to develop any part of the Property (otherwise than by the working of minerals in a situation to which Clause 5 hereof would apply) and having consulted the Company and used reasonable endeavours to arrange his development so as to suit the position of the Pipeline: (i) the Owner obtains planning permission to develop that part of the Property (otherwise than by a development order or order made under any statute) but the actual development thereof is prevented solely by reason of the existence of the Pipeline, or (ii) planning permission for such development is refused solely by reason of the existence of the Pipeline, the Company shall upon the written request of the Owner at the Company's option either: (a) within a reasonable time relocate the Pipeline in a suitable alternative position deviating as little from the original position as is consistent with the proposed development, or (b) to pay the Owner compensation for the loss in value of that part of the Property by reason of the restriction of development due to the existence of the Pipeline, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause.: PROVIDED THAT (1) the right given to the Owner by this Sub-clause (G) shall be exercisable once only in respect of that part of the Property: (2) if the Company intends to relocate the Pipeline under paragraph (a) of this Sub-clause (G) it shall notify the Owner of its intention so to do within three months after the receipt of the Owner's written request under this Sub-clause (G) failing which the Company shall be deemed to have opted to pay the compensation hereinbefore referred to: (3) any relocation of the Pipeline shall be made within the Limits of the Property in a suitable alternative position as determined by the Company upon the terms that compensation will be payable by the Company to the Owner and/or his tenants for any loss of profit or disturbance or damage to crops resulting from the relocation, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause, and the Owner shall enter into a further deed similar in terms to this deed except that there shall be no monetary consideration and this Sub-clause (G) shall be excluded: (4) the benefit of the undertaking by the Company under this Sub-clause (G) shall not extend to any successor in title of the Owner being any owner of the Property who acquires his interest (whether compulsorily or otherwise) for the purposes of the following: (i) construction of a road or motorway, or (ii) installation of any pipelines, cables or public services, or (iii) development of any part of the Property under governmental order for the purpose of a new town or urban development; (H) The Company shall at all times make good, so far as reasonably practicable, any damage or injury resulting from interference with or disturbance of the functioning of any drain or drainage system (including natural drainage) if this can be shown by the Owner to have caused by the exercise of the rights hereby granted or pay full compensation to the Owner to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this clause. (4) The Owner hereby binds and obliges himself: (A) Not to do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and to take all reasonable precautions to prevent such damage or injury: (B) Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip: (C) Not to undertake or cause or permit to be undertaken any construction work on any part of the Servitude Strip without the prior written consent of the Company not to undertake or cause or permit to be undertaken any works which would interfere with, obstruct or restrict the exercise of the servitude rights hereby granted: declaring that the foregoing restrictions shall not, however, prevent normal agricultural cultivations not causing such interference, obstruction or restriction of the exercise of the said servitude rights or material reduction of the level of the surface of the Servitude Strip, the installation of any new sewers, pipes, cables or

other necessary services or acts of good husbandry (including fencing, hedging, ditching, draining and sub-soiling) provided that where the Owner or other lawful occupier of the land proposes within the Servitude Strip to disturb the soil to or at depth extending 0.46 metres below the surface of the Property or to install or permit the installation of any such accesses or services or to carry out acts of good husbandry as aforesaid or to use for any purpose any usually heavy vehicle which will cross the Servitude Strip, he shall give the Company written notice of his proposals and details of the methods by which he intends to carry out his proposals and the Company undertakes that within fourteen days of receiving such notice the Company will respond to the notice specifying the conditions under which the proposals are to be carried out. If the owner or other occupier aforesaid fails to give due notice to the Company or in carrying out his proposals fails to implement any of the conditions specified by the Company he shall be strictly liable for any damage that may thereby be caused to the Pipeline. The Company shall pay reasonable compensation for hardship or loss (including loss of profit) caused by the conditions imposed or by any failure of the Company to respond to the notice within the period of fourteen days referred to above: (D) Not to plant or permit to be planted any trees on any part of the Servitude Strip and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon. PROVIDED THAT the foregoing obligations of or restrictions on the Owner: (i) shall not prevent the grant by the Owner in favour of the said Esso Chemical Limited and Others of a Deed of Servitude in terms mutatis mutandis similar to this Deed in respect of the pipeline and others laid or to be laid by them, and (ii) shall not be breached by the Owner by the exercise by the said Esso Chemical Limited and Others or their successors of the rights thereby conferred upon them. (5) The provisions of Part II of and the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act 1845) shall be deemed to be incorporated herein but with the substitution of the Owner for "the mine owner" the Company for "the Company" and the Pipeline for "the railway", "the works" or "the works of the company" wherever those expressions appear in the said provisions. (6) Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) and for the determination of which provision is not otherwise made herein shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. (7) The Owner agrees that no part of the Pipeline shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the Pipeline or any part thereof. (8) NOTICES (A) All notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Works General Manager, BP Chemicals Limited, Grangemouth Works, Bo'ness Road, Grangemouth, Scotland. FK3 9XH (B) Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof, postpaid, to the Company at the above address, or at such other address as may be designated in writing by the Company to the Owner or the Occupier.

**Entry
Number**

Burden Detail

32 Deed of Servitude containing Disposition by BP Chemicals Limited and Essochem Olefins Inc. to BP Chemicals Limited, recorded G.R.S. (West Lothian) 7 Mar. 1986, in the following terms: 1. In this Deed: "the Company" means BP Chemical Limited, and its successors as proprietors of the Company's Land (as hereinafter defined): "the Company's Land" means the subjects hatched brown on the Title Plan: "the Consenter" means BP INTERNATIONAL LIMITED for all right, title and interest it may have to acquire in the Company's Land the Pipeline and the Installation and the Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen

Hundred and seventy two; "Esso Chemical Limited and Others" means Esso Chemical Limited, and Barclays Mercantile Industrial Finance Limited; IBOS Industrial Finance Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited; and Royal Scot Leasing Limited; "the Pipeline" means the part lying within the Property (as hereinafter defined) of a Pipeline ten inches nominal diameter laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethane, gaseous hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "the Installation" means all equipment connected directly or indirectly to and serving the Pipeline (as hereinbefore defined) installed within the Property and forming a Block Valve Station of the Pipeline including, without prejudice to the foregoing generality, all below and above ground pipework, instrumentation and fittings, main line block valves and actuators, by-pass and small bore valves, pressure and temperature transmitters, electrical and instrument cables and ducts and their foundations and supports; "the Property" means 700 square metres at Borrowstounness "the Owner" means BP Chemicals Limited and Essochem Olefins Inc. and where the context so requires or admits includes his successors as such heritable proprietor: "the Price" means £1. The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. 2. In consideration of the Price the receipt whereof is hereby acknowledged the Owner hereby GRANTS and DISPONES to the Company with entry at 26 Nov. 1985 a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace, and render unusable the Pipeline and the Installation and the installation in and on the Property together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline and the Installation and the Installation or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts at appropriate points on the surface of the Property. 3. The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that: 3.1 In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; 3.2 The Company shall at all times so far as practicable keep the Pipeline and the Installation in proper repair and condition while required for use and upon the abandonment of the Pipeline and the Installation and the Installation or any part thereof notify the Owner and render the Pipeline and the Installation and the Installation being abandoned permanently safe; 3.3 The Company shall at all times indemnify the Owner against all actions, proceedings, claims, demands, costs and expenses in consequence of the granting of this deed and in consequence of the exercise by the Company of the rights hereby granted, including without prejudice to the foregoing generality all additional expenses incurred by the Owner and which would not but for the granting of this Deed or the exercise by the Company of the rights hereby granted have arisen (provided the owner shall have first advised the Company of the nature and amount of said additional expense before payment is made) and the Owner shall give to the Company and the Company shall give to the Owner immediate notice of any such claims or others made or threatened; declaring that neither party shall admit, prejudice or compromise any such claim without the consent of the other which consent shall not be unreasonably withheld and the Company, with the consent of the Owner as aforesaid, may at its own expense defend or contest any such claims; 3.4 The Company shall at all times bear the cost of repairs or renewals of the Pipeline and the Installation and of any necessary restoration of the Property if the Pipeline or the Installation or any marker post is accidentally damaged except where such damage is due to the negligence or wilful act or

omission of the Owner or of any of his employees or of any contractors, tenants, licensees or agents of the Owner or of any other person whatsoever acting with the permission of or under the authority of the Owner; 3.5 The Company shall at all times make good so far as practicable all damage or injury to the Property caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner and/or his tenants to the extent that such damage or injury is not thus made good; 3.6 The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline and the Installation; 3.7 The Company shall give the Owner fourteen days prior written notice (save in the case of emergency) of its intention to enter upon the Property for the purposes of the construction, inspection, maintenance, repair, alteration, renewal, removal, and replacement of the Pipeline and/or the Installation and thereafter on the expiry of the said period the Company shall have the right to enter upon the Property for any of the forementioned purposes subject always to the Company: 3.7.1 Taking all reasonably practicable steps to minimise any interference with the Owner's enjoyment and use of the Property which steps shall (without prejudice to the foregoing generality) include providing the Owner (at the same time as giving prior notice as aforesaid) with details of the proposed works and agreeing with the Owner (whose agreement shall not be unreasonably withheld) the means by which the said works may be carried out by the Company with the minimum of disruption as may be reasonably practicable to the Owner's enjoyment and use of the Property; and 3.7.2 Making good with all reasonable despatch and to the Owner's reasonable satisfaction or paying compensation to the Owner for any damage or loss occasioned by the exercise of the rights of access and others by the Company specifically provided for in this Sub-clause; 3.8 In exercising the rights hereby granted the Company shall observe at all times all reasonable operating, security and safety procedures issued by the Owner from time to time in relation to the Property. 4. The Owner hereby binds and obliges itself: 4.1 Not to do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and/or the Installation and to take all reasonable precautions to prevent such damage or injury; 4.2 Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Property so as to materially interfere with or obstruct the access thereto or to be Pipeline and/or to the Installation or so as to affect in any way the support affected to the Pipeline or so as materially to alter the level of the surface of the Property; 4.3 Not to undertake or cause or permit to be undertaken any construction work on any part of the Property without the prior written consent of the Company nor to undertake or cause or permit to be undertaken any works which would interfere with, construct or restrict the exercise of the rights hereby granted provided that where the Owner proposes to carry out any operation on the Property which could adversely affect the Pipeline and/or the Installation the Owner shall be obliged: 4.3.1 To give the Company fourteen days prior written notice of the proposals; 4.3.2 To take all reasonably practicable steps to minimise any interference with the Company's enjoyment and use of the rights hereby granted which steps shall (without prejudice to the foregoing generality) include providing the Company (at the same time as giving prior notice as aforesaid) with details of the proposals and agreeing with the Company (whose agreement shall not be unreasonably withheld) the means by which the said proposals may be carried out by the Owner with the minimum of disruption as may be reasonably practicable to the Company's enjoyment and use of the rights hereby granted; and 4.3.3 To make good with all reasonable despatch and to the Company's reasonable satisfaction or to pay compensation to the Company for any damage or loss occasioned by the exercise of the rights hereby reserved to the Owner; 4.4. Not to plant or permit to be planted any trees on any part of the Property without the prior written consent of the Company and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon without the consent of the Company. PROVIDED THAT the foregoing obligations of or restrictions on the Owner: (i) shall not prevent the grant by the Owner in favour of the Esso Chemical Limited and Others of a Deed of Servitude in terms mutatis mutandis similar to this Deed in respect of the pipeline and others

laid or to be laid by them, and (ii) shall not be breached by the Owner by the exercise by Esso Chemical Limited and Others or their successors of the rights thereby conferred upon them. 5. Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. 6. The Owner and the Company agree that: 6.1 No part of the Pipeline or the Installation shall be or become the property of the Owner or Esso Chemical Limited and Others in terms of the aforesaid Deed of Servitude to be granted in their favour, nor shall the Owner acquire any lien or other right over the Pipeline or the Installation or any part thereof; and 6.2 No part of the Pipeline to be laid and installed within the Property by Esso Chemical Limited and Others or the equipment connection directly or indirectly thereto shall be or become the property of the Owner or the Company in terms of these presents, nor shall the Owner or the Company acquire any lien or other right over said pipeline or equipment or any part thereof. 7. The Consenter for all right, title and interest competent to him consents to the grant of the servitude and other rights by these presents and the whole terms, obligations, provisions and conditions thereof to the effect that the servitude and other rights hereby constituted shall be valid and effectual to the Company against the Consenter and the Consenter grants warrandice from his own facts and deeds only. 8. All Notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Works General Manager, BP Chemicals Limited, Grangemouth Works, Bo'ness Road, Grangemouth, Scotland. FK3 9XH Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof postpaid to the Company at the above address or at such other address as may be designated in writing by the Company to the Owner or the Occupier.

**Entry
Number**

Burden Detail

33

Deed of Servitude containing Disposition by Trustees of Catherine Muir to B P Chemicals Limited, recorded G.R.S. (Fife) 13 Mar. 1986, in the following terms: (1) In this Deed: "the Company" means BP Chemical Limited, and its successors as proprietors of the Company's Land (as hereinafter defined): "the Company's Land" means the subjects hatched brown on the Title Plan: "the Consenter" means BP INTERNATIONAL LIMITED for all right, title and interest it may have to acquire in the Company's Land the Pipeline and the Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen Hundred and seventy two; "Esso Chemical Limited and Others" means Esso Chemical Limited, and Barclays Mercantile Industrial Finance Limited; IBOS Industrial Finance Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited; and Royal Scot Leasing Limited; "the Pipeline" means the part lying within the Servitude Strip (as hereinafter defined) of a pipeline laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethane, gaseous, hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe: "the Property" means (First) the farm and lands of North Fod, (Second) house and lands of Newcastle and (Third) house and gardens at Pratt House Row and ground at Crossgates (under exceptions); "the Owner" means Trustees of Catherine Muir as proprietor of the Property and where the context so requires or admits includes his successors as such proprietor; "the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying within 3.1 metres in the horizontal plane from any point on the outer surface of the line of the pipes forming part of the Pipeline, whether such first mentioned point lies within the

Property or not; "the Price" means £8387.14. The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner or the Property Consentor consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. (2) In consideration of the Price the Owner hereby GRANTS and DISPONES to the Company with entry at the 29 Jun. 1983 a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace, and render unusable the Pipeline in a strip of land forming part of the Property together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts at appropriate points on the surface of the Servitude Strip. (3) The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that: (A) In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; (B) The Company shall at all times so far as practicable keep the Pipeline in proper repair and condition while required for use and upon the abandonment of the Pipeline or any part thereof notify the Owner and render the Pipeline being abandoned permanently safe and if called upon by the Owner grant a formal discharge of the rights hereby granted: (C) The Company shall at all times indemnify the Owner against all loss, damage and claims arising by reason of the existence or exercise of the rights hereby granted (other than any loss, damage or claims occasioned by the negligent or wrongful act or default of the Owner or his servants or agents but including (a) any loss (after taking into account the Price) in agricultural value of the Property and (b) any additional insurance premium incurred by the Owner): provided that any such claims are not settled or compromised without the prior consent of the Company: (D) The Company shall at all times bear the cost of repairs or renewals of the Pipeline and of any necessary restoration of the Property if the Pipeline or any marker post is accidentally damaged except where such damage is due to the negligence or wilful act or omission of the Owner or of any of his employees or of any contractors, tenants, licensees or agents of the Owner or of any other person whatsoever acting with the permission of or under the authority of the Owner other than the said Esso Chemical Limited and Others or their successors in right of the Deed of Servitude granted or about to be granted in their favour or any other person acting under the authority of the said Esso Chemical Limited and Others or such successors in the exercise of the rights granted by the said Deed of Servitude: declaring that the Owner shall not be liable for the negligence or wilful act or omission of any of the aforementioned parties (other than the Owner) if the Owner has notified them in writing of the existence of the Pipeline, the Servitude Strip and the restrictions affecting the same: (E) The Company shall at all times make good so far as practicable all damage or injury to the Property caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner and/or his tenants to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined (in default of agreement) by an expert to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors: (F) The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline: (G) If at any time the Owner wishes to develop any part of the Property (otherwise than by the working of minerals in a situation to which Clause 5 hereof would apply) and having consulted the Company and used reasonable endeavours to arrange his development so as to suit the position of the Pipeline: (i) the Owner obtains planning permission to develop that part of the Property (otherwise than by a development order or order made under any statute) but the actual development thereof is prevented solely by reason of the existence of the Pipeline, or (ii) planning permission for such development is refused solely by reason of the existence of the Pipeline, the Company shall upon the written request of the Owner

at the Company's option either: (a) within a reasonable time relocate the Pipeline in a suitable alternative position deviating as little from the original position as is consistent with the proposed development, or (b) to pay the Owner compensation for the loss in value of that part of the Property by reason of the restriction of development due to the existence of the Pipeline, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause.: PROVIDED THAT (1) the right given to the Owner by this Sub-clause (G) shall be exercisable once only in respect of that part of the Property: (2) if the Company intends to relocate the Pipeline under paragraph (a) of this Sub-clause (G) it shall notify the Owner of its intention so to do within three months after the receipt of the Owner's written request under this Sub-clause (G) failing which the Company shall be deemed to have opted to pay the compensation hereinbefore referred to: (3) any relocation of the Pipeline shall be made within the Limits of the Property in a suitable alternative position as determined by the Company upon the terms that compensation will be payable by the Company to the Owner and/or his tenants for any loss of profit or disturbance or damage to crops resulting from the relocation, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause, and the Owner shall enter into a further deed similar in terms to this deed except that there shall be no monetary consideration and this Sub-clause (G) shall be excluded: (4) the benefit of the undertaking by the Company under this Sub-clause (G) shall not extend to any successor in title of the Owner being any owner of the Property who acquires his interest (whether compulsorily or otherwise) for the purposes of the following: (i) construction of a road or motorway, or (ii) installation of any pipelines, cables or public services, or (iii) development of any part of the Property under governmental order for the purpose of a new town or urban development; (H) The Company shall at all times make good, so far as reasonably practicable, any damage or injury resulting from interference with or disturbance of the functioning of any drain or drainage system (including natural drainage) if this can be shown by the Owner to have caused by the exercise of the rights hereby granted or pay full compensation to the Owner to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this clause.

(4) The Owner hereby binds and obliges himself: (A) Not to do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and to take all reasonable precautions to prevent such damage or injury: (B) Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip: (C) Not to undertake or cause or permit to be undertaken any construction work on any part of the Servitude Strip without the prior written consent of the Company not to undertake or cause or permit to be undertaken any works which would interfere with, obstruct or restrict the exercise of the servitude rights hereby granted: declaring that the foregoing restrictions shall not, however, prevent normal agricultural cultivations not causing such interference, obstruction or restriction of the exercise of the said servitude rights or material reduction of the level of the surface of the Servitude Strip, the installation of any new sewers, pipes, cables or other necessary services or acts of good husbandry (including fencing, hedging, ditching, draining and sub-soiling) provided that where the Owner or other lawful occupier of the land proposes within the Servitude Strip to disturb the soil to or at depth extending 0.46 metres below the surface of the Property or to install or permit the installation of any such accesses or services or to carry out acts of good husbandry as aforesaid or to use for any purpose any usually heavy vehicle which will cross the Servitude Strip, he shall give the Company written notice of his proposals and details of the methods by which he intends to carry out his proposals and the Company undertakes that within fourteen days of receiving such notice the Company will respond to the notice specifying the conditions under which the proposals are to be carried out. If the owner or other occupier aforesaid fails to give due notice to the Company or in carrying out his proposals fails to

implement any of the conditions specified by the Company he shall be strictly liable for any damage that may thereby be caused to the Pipeline. The Company shall pay reasonable compensation for hardship or loss (including loss of profit) caused by the conditions imposed or by any failure of the Company to respond to the notice within the period of fourteen days referred to above: (D) Not to plant or permit to be planted any trees on any part of the Servitude Strip and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon. PROVIDED THAT the foregoing obligations of or restrictions on the Owner: (i) shall not prevent the grant by the Owner in favour of the said Esso Chemical Limited and Others of a Deed of Servitude in terms mutatis mutandis similar to this Deed in respect of the pipeline and others laid or to be laid by them, and (ii) shall not be breached by the Owner by the exercise by the said Esso Chemical Limited and Others or their successors of the rights thereby conferred upon them. (5) The provisions of Part II of and the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act 1845) shall be deemed to be incorporated herein but with the substitution of the Owner for "the mine owner" the Company for "the Company" and the Pipeline for "the railway", "the works" or "the works of the company" wherever those expressions appear in the said provisions. (6) Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) and for the determination of which provision is not otherwise made herein shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. (7) The Owner agrees that no part of the Pipeline shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the Pipeline or any part thereof. (8) NOTICES (A) All notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Works General Manager, BP Chemicals Limited, Grangemouth Works, Bo'ness Road, Grangemouth, Scotland. FK3 9XH (B) Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof, postpaid, to the Company at the above address, or at such other address as may be designated in writing by the Company to the Owner or the Occupier.

**Entry
Number**

Burden Detail

34 Deed of Servitude containing Disposition by BP Chemicals Limited to Esso Chemical Limited and others, recorded G.R.S. (Stirling) 9 Jul. 1986, in the following terms: 1. In this Deed: "the Company" means Esso Chemical Limited, and Barclays Mercantile Industrial Finance Limited; IBOS Industrial Finance Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited; and Royal Scot Leasing Limited for their respective interests as heritable proprietors of the Company's Land (as hereinafter defined) and their successors as such proprietors; "the Company's Land" means the subjects comprising the Mossmorran Complex in the County of Fife; "the Installation" means all equipment to be installed within the Property and forming the terminal facility of the Pipeline including, without prejudice to the foregoing generality, all below and above ground pipework, valves, dry gas filters, turbine flow meters, pigging connections, instrument and electrical shelters and main line valve and by-pass facilities and their foundations and supports; "the Pipeline" means the part lying within the Servitude Strip (as hereinafter defined) of a pipeline laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethylene, gaseous hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "the Property" means the subjects hatched brown on the Title Plan "the Consenter" means BP

INTERNATIONAL LIMITED for all right, title and interest it may have to acquire in the Company's Land the Pipeline and the Installation and the Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen Hundred and seventy two; "the Owner" means BP Chemicals Limited; "the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying within 3.1 metres in the horizontal plane from any point on the outer surface of the line of pipes forming part of the Pipeline whether such first mentioned point lies within the Property or not; "the Price" means £1. The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. 2. In consideration of the Price the receipt whereof is hereby acknowledged the Owner and its successors as proprietors of the Property hereby GRANTS and DISPONES to the Company with entry at 30 Oct. 1985 a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace, and render unusable the Pipeline in a strip of land forming part of the Property and the Installation on the area of land forming part of the Property; Together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline and the Installation and the Installation or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts at appropriate points on the surface of the Servitude Strip; Under reservation to the Owner, subject to clause 5 hereof, of the right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace and render unusable a pipeline or pipelines or part thereof including the pipe and any apparatus and works associated therewith and all signal and other cables and all protective wrapping and any other protective material and equipment to be constructed or to be laid on or about or adjacent to the pipe within the Servitude Strip for the purpose of transporting or storing ethane, gaseous hydrocarbons, liquid hydrocarbons or other substances. 3. The Owner and the Company acknowledge that in terms of an Agreement entered into between the Owner and Essochem Olefins Inc. dated 8 July 1985 the Owner has agreed to provide certain services in connection with the operation, care, maintenance and renewal of the Pipeline and the installation and that for so long as the said agreement shall remain valid and enforceable these presents shall be subject thereto. 4 The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that: 4.1 In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; 4.2 The Company shall at all times so far as practicable keep the Pipeline and the Installation in proper repair and condition while required for use and upon the abandonment of the Pipeline and the Installation and the Installation or any part thereof notify the Owner and render the Pipeline and the Installation and the Installation being abandoned permanently safe; 4.3 The Company shall at all times indemnify the Owner against all actions, proceedings, claims, demands, costs and expenses in consequence of the granting of this deed and in consequence of the exercise by the Company of the rights hereby granted, including without prejudice to the foregoing generality all additional expenses incurred by the Owner and which would not but for the granting of this Deed or the exercise by the Company of the rights hereby granted have arisen (provided the owner shall have first advised the Company of the nature and amount of said additional expense before payment is made) and the Owner shall give to the Company and the Company shall give to the Owner immediate notice of any such claims or others made or threatened; declaring that neither party shall admit, prejudice or compromise any such claim without the consent of the other which consent shall not be unreasonably withheld and the Company, with the consent of the Owner as aforesaid, may at its own expense defend or contest any such claims; 4.4 The Company shall at all times bear the cost of repairs or renewals of the Pipeline and

the Installation and of any necessary restoration of the Property if the Pipeline or the Installation or any marker post is accidentally damaged except where such damage is due to the negligence or wilful act or omission of the Owner or of any of his employees or of any contractors, tenants, licensees or agents of the Owner or of any other person whatsoever acting with the permission of or under the authority of the Owner; 4.5 The Company shall at all times make good so far as practicable all damage or injury to the Property caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner and/or his tenants to the extent that such damage or injury is not thus made good; 4.6 The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline and the Installation; 4.7 The Company shall give the Owner fourteen days prior written notice (save in the case of emergency) of its intention to enter upon the Property for the purposes of the construction, inspection, maintenance, repair, alteration, renewal, removal, and replacement of the Pipeline and/or the Installation and thereafter on the expiry of the said period the Company shall have the right to enter upon the Property for any of the forementioned purposes subject always to the Company: 4.7.1 Taking all reasonably practicable steps to minimise any interference with the Owner's enjoyment and use of the Property which steps shall (without prejudice to the foregoing generality) include providing the Owner (at the same time as giving prior notice as aforesaid) with details of the proposed works and agreeing with the Owner (whose agreement shall not be unreasonably withheld) the means by which the said works may be carried out by the Company with the minimum of disruption as may be reasonably practicable to the Owner's enjoyment and use of the Property; and 4.7.2 Making good with all reasonable despatch and to the Owner's reasonable satisfaction or paying compensation to the Owner for any damage or loss occasioned by the exercise of the rights of access and others by the Company specifically provided for in this Sub-clause; 4.8 In exercising the rights hereby granted the Company shall observe at all times all reasonable operating, security and safety procedures issued by the Owner from time to time in relation to the Property. 5. The Owner hereby binds and obliges itself: 5.1 Not to do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and/or the Installation and to take all reasonable precautions to prevent such damage or injury; 5.2 Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip or the area of land upon which the Installation is located so as to materially interfere with or obstruct the access thereto or to be Pipeline and/or to the Installation or so as to affect in any way the support affected to the Pipeline or so as materially to alter the level of the surface of the Servitude Strip or the area of land upon which the Installation is located; 5.3 Not to undertake or cause or permit to be undertaken any construction work on any part of the Servitude Strip or the area of land upon which the Installation is located without the prior written consent of the Company nor to undertake or cause or permit to be undertaken any works which would interfere with, construct or restrict the exercise of the rights hereby granted provided that where the Owner proposes to carry out any operation on the Property which could adversely affect the Pipeline and/or the Installation the Owner shall be obliged: 5.3.1 To give the Company fourteen days prior written notice of the proposals; 5.3.2 To take all reasonably practicable steps to minimise any interference with the Company's enjoyment and use of the rights hereby granted which steps shall (without prejudice to the foregoing generality) include providing the Company (at the same time as giving prior notice as aforesaid) with details of the proposals and agreeing with the Company (whose agreement shall not be unreasonably withheld) the means by which the said proposals may be carried out by the Owner with the minimum of disruption as may be reasonably practicable to the Company's enjoyment and use of the rights hereby granted; and 5.3.3 To make good with all reasonable despatch and to the Company's reasonable satisfaction or to pay compensation to the Company for any damage or loss occasioned by the exercise of the rights hereby reserved to the Owner; 5.4. Not to plant or permit to be planted any trees on any part of the Servitude Strip or the area of land upon which the Installation is located without the prior written consent

of the Company and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon without the consent of the Company. 6. Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. 7. The Owner and the Company agree that no part of the Pipeline or the Installation shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the Pipeline or the Installation or any part thereof; Declaring, however, that nothing in the Clause shall be taken to imply that the Company has acquired or will acquire any right of property in that part of the Property within which the installation has been constructed. 8. All Notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Plant Manager, c/o Essochem Olefins Inc., Fife Ethylene Plant, PO Box 14, Mossmorran, Cowdenbeath, Fife Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof, postpaid, to the Company at the above address, or at such other address as may be designated in writing by the Company to the Owner or the Occupier. Note: Only a monochrome copy of the plan annexed to said deed has been produced and the precise location of the Installation and Pipeline cannot be identified.

**Entry
Number**

Burden Detail

35 Feu Disposition by BP Chemicals Limited (who and whose successors are hereinafter referred to as "the Superiors") to Shell Chemicals U.K. Limited and its successors and assignees (hereinafter referred to as "the Feuars"), recorded G.R.S. (Stirling) 22 Oct. 1991. of the two areas of ground tinted green and numbered 3 and 4 in red on the Title Plan, contains the following rights that are burdens on the subjects in this Title: (One) servitude right of wayleave or passage through the Larger Subjects owned by the Superiors by such route or routes as shall have been agreed between the Feuars and the Superiors from time to time for all pipes, cables or other conduits for drainage of the Feu and for leading electricity, water or other services whatsoever to the Feu with rights of access thereto across the Larger Subjects for the Feuars and their agents, contractors or workmen for the purposes of implementing the terms of the Operation and Maintenance Agreement entered into or about to be entered into between the Feuars and the Superiors (which Agreement will regulate the installation or construction of plant and equipment on the Feu by the Feuars and is hereinafter referred to as "the Operation" and Maintenance Agreement") upon reasonable prior notice to the Superiors, for the purpose of laying and thereafter repairing, maintaining and renewing such pipes, cables or others subject at all times to the obligation on the Feuars to make good to the reasonable satisfaction of the Superiors all damage (including surface damage) caused by the exercise of the said rights of access (Two) a servitude right of access to and egress from the Feu for all persons authorised by the Feuars for vehicles and pedestrians for all purposes but subject always to such reasonable traffic regulations as the Superiors may specify from time to time, and subject always to the obligation upon the Feuars not at any time to obstruct any road or way within the Larger Subjects (except with the prior consent of the Superiors as to temporary obstruction), (Three) the following heritable and irredeemable servitude rights of wayleave or passage in respect of the Pipeline laid or to be laid along the route between the Pipeline Terminus (forming part of AREA 1) and the existing fence line erected on the Larger Subjects, as the intended line of said route is indicated by a mauve broken line on said Plan. (which said Pipeline and Pipeline Route are hereinafter referred to as "the Pipeline" and the "the Pipeline Route" respectively) namely,(i) a right (subject always to the provisions of the Operation and Maintenance Agreement) for the officers, servants and agents of the Feuars at all reasonable times with or without contractors, surveyors, employees and others and with or without motor or other

vehicles, plant, apparatus or materials to pass water over and across the Larger Subjects to obtain access to and egress from the Pipeline along and temporarily to place adjacent to the Pipeline Route such plant, apparatus or materials as are required to be used in connection with the laying of or any repair, maintenance or renewal of the Pipeline, (ii) the right (subject always to the provisions of the Operation and Maintenance Agreement) to carry out upon the Pipeline such works as may be reasonably required for the purposes of laying, constructing, maintaining, adjusting, altering, renewing, repairing, testing, cleansing, relaying, making safe or removing any part or parts of the Pipeline, (iii) the right to manage, work and use the Pipeline including the right to use or permit to be used the Pipeline to transmit ethylene or any other material or substance the transmission of which is for the time being not prohibited by law, and (iv) the right to continuous vertical and lateral support for the Pipeline from the Larger Subjects.

**Entry
Number**

Burden Detail

36 Discharge, recorded G.R.S. (Stirling) 19 Aug. 1992, whereby Hamilton and Kinneil Estates Limited waive and discharge the mineral proprietor's powers as reserved to the granters of the Dispositions in Entries 3, 6 and 8 of this Section

**Entry
Number**

Burden Detail

37 Deed of Servitude containing Disposition by BP Chemicals Limited to Shell Chemicals UK Limited, recorded G.R.S. (West Lothian) 14 Jan. 1993, in the following terms: 1. In this Deed and the Schedule hereto which Schedule shall be held to form part of these presents:- (1) unless the context otherwise requires the singular shall include the plural and the masculine shall include the feminine and the neuter and where there are two or more persons included in the expressions "the Owner" or "the Consenter" references to the Owner or the Consenter shall be deemed to include all such persons and obligations expressed to be made by or implied on the part of the Owner or the Consenter shall be deemed to be made by such persons jointly and severally. (2) the following expressions are used with the following meanings that is to say:- (a) "the Pipeline System" means the cross-country pipeline between the Company's land at Grangemouth Refinery in the Central Region of Scotland and at the Company's Stanlow Refinery in the County of Cheshire constructed or to be constructed in accordance with a pipeline construction authorisation granted by the Secretary of State for Energy in accordance with the Pipe-lines Act 1962 including such apparatus and works as are specified in S.65(2) of the Pipe-lines Act 1962 and all wrapping and protective materials; (b) "the Property" means the subjects described in Part 1 of the Schedule hereto; (c) "the Company" means unless the context so precludes Shell Chemicals U.K. Limited incorporated in England under the Companies Acts with registered no 407234 and its successors and assignees in whom the benefit of the servitude and other rights hereby granted shall for the time being be vested; (d) "the Owner" means the person whose name and address are set out in Part 2 of the Schedule as heritable proprietor of the Property and unless the context so precludes includes his successors in title as such heritable proprietor; (e) "the Consenter" means the person (if any) whose name and address are set out in Part 3 of the Schedule hereto for the interest details whereof are set out therein and unless the context so precludes includes his successors and assignees whomsoever; (f) "the Price" means the sum set out as the Price in Part 4 of the Schedule hereto; (g) "the Date of Entry" means the date set out as the Date of Entry in Part 4 of the Schedule hereto; (h) "the Specified Rights" means the rights specified in Part 5 of the Schedule hereto; (i) "the Diversion Provisions" means the obligations rights and provisions specified in Part 6 of the Schedule hereto; (j) "the Dominant Tenements" means (One) that area of ground tinted green and numbered 3 in red on the Title Plan and (Two) the freehold land of which the said Shell Chemicals U.K. Limited is the proprietor situated adjacent to Oil Sites Road forming part of the Stanlow Refinery, Ellesmere Port in the County of Cheshire. (k)

"the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying 3.05 metres (10 feet) in the horizontal plane from any point on the outer surface of the line of pipes forming part of the pipeline, whether such first mentioned point lies within the Property or not; (l) "the pipeline" means such part of the Pipeline system as has been or is to be laid through under or over the Property. 2. In consideration of the Price the receipt whereof is hereby acknowledged the Owner HEREBY GRANTS AND DISPONES to the Company with entry at the Date of Entry heritably and (except as herein provided) irredeemably the Specified Rights with the benefit of such of the provisions herein contained as are capable of protecting the Company as owner of the Specified Rights 3. The Company HEREBY UNDERTAKES to the Owner that the Company will:- (1) at all times take all reasonable and proper precautions to ensure that in the exercise of the Specified rights as little damage as is reasonably practicable is caused to the Property and any crops or structures thereon or drains thereunder and pay compensation to the Owner or other occupier of the Property for any loss, damage or injury suffered by him by reason of the exercise of the Specified Rights or any of them except to the extent that such loss, damage or injury results from the negligence of the Owner or his tenants or licensees or other occupier or occupiers of the Property or their respective servants or workmen or others authorised by them: (2) with all practical speed reinstate and put any part of the Servitude Strip opened or broken up in the exercise of the Specified Rights into as good a condition in all respects so far as is necessary practicable as the same was in prior to such opening or breaking up as aforesaid and pay compensation to the Owner or other occupier of the Servitude Strip for any loss or damage suffered by reason of any such exercise as aforesaid; (3) keep the pipeline in good repair and condition: (4) indemnify and keep indemnified the Owner and his tenants or licensees or other occupier or occupiers for the time being of the Servitude Strip from and against all loss damage claims demands cost and expenses and liabilities whatsoever in respect of the exercise of the Specified Rights (including but without prejudice to the generality of this clause the negligent or willful act or default of any person or persons directly or indirectly employed by the Company in connection with the exercise of the Specified Rights) or which may arise or be incurred by virtue of any damage or destruction of the Pipeline System or any apparatus or equipment attached thereto or used in connection therewith or any escape of ethylene or any other material whatsoever from the Pipeline System or any such apparatus or equipment as aforesaid where such damage or destruction or escape is caused by the acts or omissions (including any malicious damage by a third party) of any person other than the Owner, his servants or agents but except any loss damage claims demands costs and expenses and liabilities occasioned by the neglect or default of the Owner or his tenants or licensees of such occupier or occupiers as aforesaid or their respective servants or workmen or others authorised by them; Provided that any person claiming indemnity hereunder shall give immediate notice to the Company of every claim or demand made of him which he considers is covered by the indemnify hereinbefore contained and shall not make any admission of liability to the person making the claim or demand or settle or compromise any such claim or demand without the consent in writing of the Company and shall (if so requested by the Company) authorize the Company to negotiate a settlement of any such claim or demand and to conduct on his behalf any litigation which may arise in respect of any such claim or demand upon giving to him such reasonable indemnity as he may require in relation to the costs and expenses of the litigation; (5) perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Company; (6) pay discharge and indemnify the Owner against all rates and taxes payable in respect of the pipeline; (7) perform and observe the obligations and provisions set out in the Schedule of Conditions forming Part 7 of the Schedule hereto so far as the same fall to be performed and observed by the Company. 4. Subject to Clause 5 hereof and the provisions of the Mining Code therein referred to and subject also to the provisions of Clause 6 hereof the Owner HEREBY UNDERTAKES to the Company that the Owner will:- (1) not erect construct or place or suffer to be erected constructed or placed any building or structure or carry out or suffer to be carried out any excavation or plant or suffer to be planted or

otherwise permit to subsist on the Servitude Strip any trees or scrub growth without the previous consent in writing of the Company and where appropriate of the Secretary of State for Energy under Section 27 of the Pipe-lines Act 1962. (2) not raise or lower or suffer to be raised or lowered the existing level of the surface of the Servitude Strip without the previous consent in writing of the Company and where appropriate of the Secretary of State for Energy under Section 31 of the Pipe-lines Act 1962. (3) not undermine or damage or suffer to be undermined or damaged the pipeline or do or suffer to be done anything which may interfere with free flow and passage through the pipeline; (4) perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Owner; (5) perform and observe the obligations and provisions set out in the Schedule of Conditions forming Part 7 of the Schedule hereto so far as the same fall to be performed and observed by the Owner; (6) within three months of any change of ownership of the Servitude Strip or any part thereof give to the Company written notice thereof such notice to state the name and address of the owner for the time being and all other parties interested in the Property and the Company will pay to the Owner the sum of £150 (or such higher sum as shall from time to time be the standard sum payable by the Company therefor) in respect of each such notice so delivered. PROVIDED that nothing in this Clause shall prevent the Owner or other occupier of the Servitude Strip from carrying on normal agricultural operations or acts of good husbandry (including fencing hedging and ditching) not causing damage to the pipeline or any material alteration to the existing level of the surface of the Servitude Strip.

5. (1) Subject as hereinafter provided the provisions (in this clause called "the Mining Code") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 78 inclusive of the Railway Clauses Consolidation (Scotland) Act 1845 shall be deemed to be incorporated herein. (2) In the construction of the Mining Code for the purposes of this Deed the following expressions used therein shall have the following meanings, that is to say:- "minerals" shall be deemed to include sand and gravel; "the mine owner" shall mean the Owner; "the Company" shall mean the Company; "the railway" "the works" and "the works of the company" shall mean the Pipeline System; "the centre of the railway" and "the railway level" shall be deemed to be the centre of the pipeline as laid; (3) Save as provided by sub-clause (2) of this clause the interpretations provided in Section 78C(1) and (2) of the Mining Code shall apply for the purposes hereof.

6. IT IS HEREBY AGREED and DECLARED that the Owner or other occupier of the Servitude Strip shall have the right to provide any new or improved access and to lay maintain and support sewers drains pipes cables and other services reasonably required across the Servitude Strip subject to compliance with the following conditions that is to say:- (a) the Owner or other such occupier shall before exercising the said right furnish plans of the work to the Company and shall not commence the work unless and until such plans shall have been approved in writing by the Company; Provided that if the Company shall not have sent to the Owner notice of rejection of the plans within two months of having received the same the Company shall be deemed to have approved the same in writing; (b) upon signifying its approval of the said plans the Company may specify any protective work whether temporary or permanent which the Company requires to be carried out to ensure the safety of the Pipeline System and such protective works shall be constructed by and at the cost of the Company save in any case where the access sewers drains pipes cables or other services to be constructed are for the benefit of or are to be used in connection with premises not in the ownership of the Owner when the cost of such protective works shall be borne by the Owner; (c) the Owner or other such occupier shall give the Company fourteen days notice in writing of the intention to commence work; (d) such work shall be carried out in accordance with the plans so submitted to and approved by the Company and shall when commenced be carried out with all reasonable despatch and under the supervision (if so required by the Company) and to the reasonable satisfaction of the Company; and (e) any difference arising between the Company and the Owner or other such occupier with regard to plans so submitted the manner of construction of the work or any protective works required by the Company shall be referred to the decision of an independent expert to be

appointed failing agreement between the parties by the President for the time being of the Institution of Civil Engineers. 7. Any difference which may arise between the Owner and the Company and for the determination of which this Deed does not expressly otherwise provide shall be determined by a single arbiter to be agreed between the parties or failing such agreement to be appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors; Provided nevertheless that the Owner and the Company shall be entitled to institute proceedings to restrain the other from doing any thing which is contrary to the terms and conditions of this Deed. 8. The Owner agrees that no part of the pipeline shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the pipeline or any part thereof.

Schedule referred to in the foregoing Deed of Servitude PART 1 - THE PROPERTY Those parts of the subjects in this Title hatched brown and edged blue on the Title Plan; PART 2 - THE OWNER BP CHEMICALS LIMITED PART 3 - THE CONSENTER AND HIS INTEREST None PART 4 - THE PRICE AND THE DATE OF ENTRY The Price: Eight thousand pounds and Twenty eight pounds and Sixty six pence (£8,128.66) The Date of Entry: 29th April 1991. PART 5 - THE SPECIFIED RIGHTS 1. A right to maintain in position any part or parts of the pipeline already laid or constructed and a right to construct and place the pipeline in and under the property but so that (i) (except in the case of any such apparatus and works as are specified in Section 65(2) of the Pipe-lines Act 1962 or where rock or other physical obstacles or soil conditions prevent the laying of any part of the pipeline at the depth hereinafter mentioned) no part of the pipeline when so constructed and placed shall lie upon or within 0.9 of a metre of the surface of the Servitude Strip and (ii) the construction and placing of any such apparatus and works as aforesaid on the surface of the Property or at a lesser depth thereunder than 0.9 of a metre shall be subject to prior consultation with the Owner as to the actual location of any such apparatus and works. 2. Subject to the provisions of paragraphs 12 and 32 of the Part 7 of this Schedule a right for the officers, servants and agents of the Company at all reasonable times and in an emergency at all times with or without contractors, surveyors, employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon the Servitude Strip and to pass over and across the Property and any other adjoining land of the Owner to obtain access to and egress from the Servitude Strip along such route as shall be agreed between the Owner and the Company for the purpose of exercising or in connection with the exercise of any of the rights granted to the Company by this Deed and temporarily to place on the Servitude Strip any such plant apparatus and materials required to be used in connection with the purposes aforesaid. 3. A right to excavate and open up so much of the Servitude Strip and to carry out such works thereon as may be reasonably required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe or removing any part or parts of the Pipeline System. 4. A right to divert or alter the position of the pipeline or any part or parts thereof in accordance with the Diversion Provisions. 5. Subject to the provisions of paragraph 31 of Part 7 of this Schedule a right to construct maintain and use on the Servitude Strip ground and aerial marker posts gates stiles bridges and culverts to facilitate inspection and maintenance of the Pipeline System and for protecting it from damage. 6. A right to manage work and use the pipeline. 7. A right to use or permit to be used the pipeline to transmit ethylene or any other material or substance the transmission of which is for the time being not prohibited by law either between the Dominant Tenements or from or to such other place or places as the Company may require the servitude and other rights granted by this Deed being deemed to be annexed to each of the Dominant Tenements independently of the other. 8. Subject to clause 5 of the foregoing Deed a right to continuous vertical and lateral support for the pipeline from the Servitude Strip. 9. Subject to the provisions of paragraph 12 of part 7 of this Schedule a right for the agents and servants of the Company at any time and from time to time to enter upon the Property and any other land of the Owner adjoining the Servitude Strip. 10. A right to remove any trees which or the roots of which may grow in on over or under the Servitude Strip. PART 6 - THE DIVERSION PROVISIONS 1. In this Part of the Schedule the following expressions shall have the following meanings that is to

say: (1) "development" shall have the meaning assigned thereto by Section 19 of the Town and Country Planning (Scotland) Act 1972 save that it shall not include the carrying out of mining operations; (2) "diversion route" means the route to be agreed or determined in accordance with paragraph 3 of this Part of the Schedule; (3) "planning permission" shall have the meaning assigned thereto by Section 275 of the Town and Country Planning (Scotland) Act 1972.

2. (1) If the Owner desires to carry out any development of the Property he will: (a) supply to the Company full details thereof in writing and (b) use his best endeavours with the assistance if requested of the Company free of charge so to arrange the development as to avoid the diversion of the pipeline and will consult with the Company to this end. (2) If following such consultations: (a) the Owner obtains planning permission for the development but the same is prevented solely by reason of the position of the pipeline or (b) planning permission for the development is refused solely by reason of the position of the pipeline the Owner shall give written notice to the Company stating whether or not the Owner requires the diversion of the pipeline or part thereof whereupon the Company may in its unfettered discretion elect by notice in writing to be delivered within three months of the receipt of the Owner's notice either; (i) to carry out such works to the pipeline as may be necessary so that the position of the pipeline does not prevent the development or (ii) to divert the pipeline or part thereof along the diversion route or (iii) to pay the Owner compensation for the loss in value of that part of the Property by reason of the restriction of development due to the existence of the pipeline such compensation to be determined in default of agreement by an arbiter to be agreed between the Owner and the Company or failing agreement to be appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. PROVIDED ALWAYS that if the Owner obtains planning permission for the development but does not give notice as aforesaid to the Company requiring diversion of the pipeline or part thereof he shall nevertheless notify the Company of the obtaining of such planning permission and if the Company shall be of the opinion that the development would be likely to cause damage to the pipeline or any interference with the exercise of the Specified Rights the Company may elect to divert the pipeline or part thereof along the diversion route.

3. The diversion route shall be such route within the Property as shall be agreed between the Owner and the Company or failing agreement as shall be determined by an arbiter to be appointed by the President for the time being of the Institution of Civil Engineers as being the route which will cause the least possible interference with the use and enjoyment by the Owner of the Property commensurate with the reasonable requirements of the Company in connection with the reconstruction of the pipeline and its use as part of the Pipeline System.

4. On a diversion of the pipeline or part thereof under the preceding paragraphs of this Part of the Schedule: (1) no consideration shall be payable by the Company to the Owner but the Company shall pay reasonable compensation to the Owner or other occupier of the Property in respect of any loss of profit or disturbance or damage to crops resulting from the diversion and the Company shall make good any damage to the surface of the Property to the reasonable satisfaction of the Owner; (2) the pipeline's points of ingress to and egress from the Property shall not (save where the Company otherwise allows) be varied and any gates stiles or marker posts at these points shall remain in situ; (3) the Owner's surveyor's reasonable fees in connection with the diversion shall be borne by the Company; (4) the provisions of this Deed shall be deemed to apply mutatis mutandis to the pipeline as so diverted and the Owner shall if so required by the Company execute such further instrument or instruments as may be necessary but all references to the Diversion Provisions shall be deemed to be deleted therefrom; (5) as to the whole or any particular part of the pipeline the said diversion or payment of compensation in lieu thereof shall take place or be payable once only.

PART 7 - SCHEDULE OF CONDITIONS

1. DEFINITIONS In this Schedule of Conditions the following expressions are used with the following meanings that is to say:- "the Affected Strip" means the Servitude Strip (as defined in the Deed of Servitude) or, as the case may be, the Easement Strip (as defined in the Deed of Easement), namely that part of the Property whose surface boundaries are vertically above or below any point lying 3.05 metres (10 feet) in the horizontal plans from any point on the outer surface of the line of pipes forming

part of the pipeline, whether such first mentioned points lies within the Property or not; "the Deed" means in relation to those properties in Scotland which are affected by the Pipeline System the Deed of Servitude in terms of which the Specified Rights are granted; and in relation to those properties in England which are so affected the Deed of Easement in terms of which the Specified Rights are granted; "the Relevant Ministry" means the Scottish Office Agriculture and Fisheries Department, in the case of properties in Scotland and the Ministry of Agriculture Fisheries and Food in the case of properties in England. "the Specified Rights" means the rights granted in terms of the Deed being the rights specified in Part 5 of the Schedule to the Deed; in the case of land in Scotland and the rights specified in the second schedule to the Deed in the case of land in England; "the Works" means the operation of constructing the pipeline and where the context so requires the subsequent operations in inspecting maintaining replacing and renewing the pipeline. "the Working Width" means the strip of land normally not exceeding 20 metres in width (including the Affected Strip) required for the Works; "referred to arbitration" means in relation to properties in Scotland referred to an arbiter to be appointed (failing agreement) by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors; and in relation to properties in England referred to an Arbitrator to be appointed (failing agreement) by the President for the time being of the Royal Institution of Chartered Surveyors; and expressions to which a meaning is given in the Deed have the same meaning when used in this Schedule of Conditions. 2.

PROFESSIONAL CHARGES AND COSTS All professional charges reasonably incurred by the Owner or the occupier in connection with the acquisition by the Company of the Specified Rights (including completion of the Deed) or in relation to any claim for compensation arising under the provisions of the Deed will be borne by the Company. In those cases where time is spent by the owner or the occupier of the Affected Strip or their respective servants in consultation with the Company as to works of reinstatement or other matters arising from the exercise of the Specified Rights the Company will pay fair and reasonable compensation for such time so spent. Provided that no payment will be made where the spending of such time is not reasonably necessary having regard to the Company's obligations procedures and practices under the Pipe-lines Act 1962. 3. **PAYMENT TO OWNERS** As consideration for the grant of the Specified Rights the Company shall pay the

Owner:- (1) £6.47 per metre where the pipeline runs through agricultural and other land (including land used for forestry purposes) except land described in (2) below; (2) £3.23 per metre in respect of all agricultural land of low quality such as rock heath moorland and peat and other land of low value. (The above payments are nett of Value Added Tax). 4. **PAYMENT TO OCCUPIERS** The Company shall pay to the occupier of land over which the Specified Rights are granted the sum of £2.15 per metre for land described in Condition 3(1) above and £1.09 per metre for land described in condition 3(2) above. This sum shall be paid once only by the Company and is in addition to compensation for loss or damage as set out elsewhere in these conditions. This sum shall be payable to the Owner (in addition to the payments under Condition 3(1) and/or Condition 3(2) above) where he is also the occupier. No person shall receive less than the following minimum payments, namely £300.00 to an Owner and £100.00 to an occupier, both payments being made to an Owner who is also the occupier. Thus the total payment to an Owner/occupier will be £8.62 per metre for land described in Condition 3(1) above and £4.31 per metre for land described in condition 3(2) above. (The above payments are nett of Value Added Tax). 5 **TIMING OF**

PAYMENTS Payments of the sums due to Owners under Conditions 3 and 4 above shall be made in exchange for the Deed duly executed by the Owner (and, where appropriate, any third party) except where the Company takes entry to the Affected Strip for the purpose of the Works prior thereto in which event a sum equivalent to 75% of the sum due to the Owner under Condition 3(1) and/or 3(2) above shall be paid to the Owner at or within 28 days after such entry and the balance of 25% shall be placed on deposit by the Company in the joint names of the solicitors representing the Company and the Owner respectively which deposit (together with all interest accrued thereon) will be handed over to the Owner's solicitors in exchange for the Deed duly executed by the Owner (and, where

appropriate, such third party). Payment of sums due to occupiers under Condition 4 above shall be made at or within 28 days after the date upon which the Company takes entry to the Affected Strip. 6. GENERAL OBLIGATIONS OF THE COMPANY In addition to the obligations placed on the Company in terms of this Schedule of Conditions the Deed itself imposes obligations on the Company:- (1) at all times to take reasonable and proper precautions to ensure that in the exercise of the Specified Rights as little damage as is reasonably practicable is caused to the Property and any crops or structures thereon or drains thereunder and to pay compensation to the Owner or other occupier of the Property for any loss or damage or injury suffered by him by reason of the exercise of the Specified Rights or any of them except to the extent that such loss damage or injury results from the negligence of the Owner or his tenants or licensees or other occupier or occupiers of the Property or their respective servants or workmen or others authorised by them: (2) with all practical speed to reinstate and put any part of the Affected Strip opened or broken up in the exercise of the Specified Rights into as good a condition in all respects so far as is reasonably practicable as the same was in prior to such opening or breaking up as aforesaid and to pay compensation to the Owner or other occupier of the Affected Strip for any loss or damage suffered by reason of any such exercise as aforesaid: (3) to keep the pipeline in good repair and condition; (4) to indemnify and keep indemnified the Owner and his tenants or licensees or other occupier or occupiers for the time being of the Affected Strip from and against all loss damage claims demands costs and expenses and liabilities whatsoever in respect of the exercise of the Specified Rights (including but without prejudice to the generality of this clause the negligent or wilful act or default of any person or persons directly or indirectly employed by the Company in connection with the exercise of the Specified Rights) or which may arise or be incurred by virtue of any damage or destruction of the Pipeline System or any apparatus or equipment attached thereto or used in connection therewith or any escape of ethylene or any other material whatsoever from the Pipeline System or any such apparatus or equipment as aforesaid where such damage or destruction or escape is caused by the acts or omissions (including any malicious damage by a third party) of any person other than the Owner his servants or agents but except any loss damage claims demands costs and expenses and liabilities occasioned by the neglect or default of the Owner or his tenants or licensees or such occupier or occupiers as aforesaid or their respective servants or workmen or others authorised by them: Provided that any person claiming indemnity shall give immediate notice to the Company of every claim or demand made of him which he considers is covered by the foregoing indemnity and shall not make any admission of liability to the person making the claim or demand or settle or compromise any such claim or demand without the consent in writing of the Company and shall (if so requested by the Company) authorise the Company to negotiate a settlement of any such claim or demand and to conduct on his behalf any litigation which may arise in respect of any such claim or demand upon giving to him such reasonable indemnity as he may require in relation to the cost and expenses of the litigation; (5) to perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Company. (6) to pay discharge and indemnify the Owner against all rates and taxes payable in respect of the pipeline. 7. GENERAL OBLIGATIONS OF THE OWNER In addition to the obligations placed on the Owner in terms of this Schedule of Conditions the Deed itself imposes obligations on the Owner:- (1) not to erect construct or place or suffer to be erected constructed or placed any building or structure or carry out or suffer to be carried out any excavation or plant or suffer to be planted or otherwise permit to subsist on the Affected Strip any trees or scrub growth without the previous consent in writing of the Company and where appropriate of the Secretary of State of Energy under Section 27 of the Pipe-lines Act 1962; (2) not to raise or lower or suffer to be raised or lowered the existing level of the surface of the Affected Strip without the previous consent in writing of the Company and where appropriate of the Secretary of State for Energy under Section 31 of the Pipe-lines Act 1962; (3) not to undermine or damage or suffer to be undermined or damaged the pipeline or do or suffer to be done anything which may interfere with free flow and passage through the pipeline; (4) to perform and observe the Diversion Provisions so far as the

same fall to be performed and observed by the Owner; (5) within three months of any change of ownership of the Affected Strip or any part thereof to give to the Company written notice thereof such notice to state the name and address of the owner for the time being and all other parties interested in the Property and the Company will pay to the Owner the sum of £150 (or such higher sum as shall from time to time be the standard sum payable by the Company therefor) in respect of each such notice so delivered. PROVIDED that nothing in the foregoing shall prevent the owner or occupier of the Affected Strip from carrying on normal agricultural operations or acts of good husbandry (including fencing hedging and ditching) not causing damage to the pipeline or any material alteration to the existing level of the surface of the Affected Strip. 8. REINSTATEMENT OR COMPENSATION The Company accepts as a general principle that it will carry out reinstatement of land rather than pay compensation. 9. PAYMENT OF COMPENSATION Where it is not possible to agree the precise amount of any sum of compensation payable within three months of the making of the claim therefor the Company will forthwith and without prejudice to the final settlement of the matter make such payment on account as shall represent the amount of compensation which the Company considers to be the proper amount attributable to that item or as may be otherwise agreed between the parties. 10. SUPERVISION Before the Works are begun a Farmer Liaison Officer appointed by the Company shall visit the occupiers of all land along the route of the Pipeline System to find out the particular requirements of each occupier on such matters as fencing, top soil, water supply etc. All works executed in on over or under the Affected Strip in exercise of the Specified Rights will so far as is practicable be carried out under the supervision of the Company who will be responsible for appointing a sufficient number of local representatives authorised to deal on behalf of the Company with any complaint arising and for notifying the occupier of the Affected Strip of the identity address and telephone number of the appropriate representative, who shall maintain contact with the Owners and the occupiers along the route of the Pipeline System during the progress of the Works. The Company shall accept responsibility for the actions of its contractors and sub-contractors in connection with the Works except for actions carried out expressly at the request of the Owner or the occupier or in consequence of or arising from any private arrangement between an Owner and/or an occupier and any contractor or sub-contractor. Owners and occupiers of the land along the route of the Pipeline System are asked only to contact the Company's said representative. Any problem relating to the pipeline during construction or reinstatement should be reported to the said representative in order that appropriate action may be taken at that time and that suitable compensation (if applicable) may be assessed on the completion of the Works. 11. RECORD OF CONDITION Before the commencement of the Works a record of the state or condition of the land of the Owner likely to be affected thereby shall be prepared by the Company for agreement with the Owner and the occupier and the particulars thereof shall be supplied to the Owner and the occupier of the said land and to any other persons concerned. 12. COMMENCEMENT OF THE WORKS The Company will give the Owner and any other occupier of the Affected Strip as long notice as may be reasonably practicable of its intention to commence the Works. The period of notice shall (except in emergency) be not less than 21 days. 13. WORKING WIDTH The Working Width shall not normally be more than 20 metres. The Company shall be entitled to use additional working width of up to 12 metres on either side of the Working Width at crossing points of roads, railways, rivers or similar obstacles and on side slopes. Any working width in excess of these limits shall be the subject of separate negotiation and payment. 14. ACCESS TO THE WORKS (1) Any access required to the Working Width otherwise than along the Working Width itself shall be the subject of separate negotiation and payment. Owners and occupiers are advised to negotiate with the Company rather than with the contractors in regard to any such access. (2) Strict instructions shall be given to prevent contractors' workmen trespassing outside the Working Width or any access thereto that has been agreed with the Company. (3) So far as reasonably practicable private roads and footpaths shall be reinstated to a condition equivalent to that subsisting before the commencement of the Works to the reasonable satisfaction of the Owner and the occupier. 15. ACCESS FOR OWNERS AND

OCCUPIERS DURING THE WORKS The Company will: (1) provide all facilities reasonably required for maintaining and affording means of communication and access between parts of any land of the Owner temporarily severed by reason of the Works. (2) maintain all existing means of access across the Affected Strip during the period of the Works by means of such adequate temporary crossing as may be reasonably required by the occupier; and (3) take responsible steps to permit the provision by the Owner of any new or improved access reasonably required after construction of the pipeline has been completed.

16. INSPECTION AND MAINTENANCE Except in case of emergency the Company will give to all occupiers of the Affected Strip prior notice of intended inspection (other than inspection from the air) or of any other intended entry in exercise of the Specified Rights. The occupier shall be consulted as to the means of access necessary to carry out such maintenance or inspection. Special permanent accesses may be needed in which event they will be separately negotiated by the Company with the Owner and occupier.

17. IDENTIFICATION All representatives of the Company and its servants or agents while engaged in exercise of the Specified Rights will carry and produce on request adequate means of identification and compensation will be paid in respect of all damage caused by such representatives servants or agents in the course of any such exercise.

18. TRIAL HOLES AND TEST BORINGS Where necessary trial holes and test bores in advance of the Works shall be opened or made only after consultation between the occupier and the Company. The method of carrying out such work shall be such as to cause the least practicable disturbance to the occupier and in all cases where practicable by means of portable augers.

19. DEPTH OF PIPELINE Except where rock is encountered or where a vertical deviation is reasonably required for engineering purposes, the pipeline shall be laid and maintained at a cover of not less than 0.9 metres from the original surface of the land to the top of the pipeline. Where rock is encountered on or near the surface the Company shall consult with the Owner and the occupier and the pipeline shall be laid and maintained at such a depth as may be safe having regard to the surface of the land, but in the event so that the top of it shall not be less than 0.5 metres below the top of the rock stratum or 0.9 metres below the original surface of the land whichever is the less. The pipeline shall wherever practicable be laid and maintained so as to avoid continuing interference with normal agricultural operations. Where cover is less than 0.9 metres, the occupier shall always be told of the depth of the pipeline as laid in his land and a record shall be kept by the Company. At road, rail, river and canal crossings and other obstacles special arrangements may have to be made after consultation with the Owner and the occupier.

20. DITCHES OPEN WATER COURSES ETC Where the pipeline crosses a ditch it shall unless otherwise agreed be laid beneath the true cleaned bottom of the ditch. Protective concrete not less than 0.15 metres in thickness will be laid above the pipeline and there will not be less than 0.6 metres between the true cleaned bottom of the ditch and the top of the protective concrete. The Company will take all reasonably practicable steps to prevent the pollution of water supplies or water courses and in the event of such pollution occurring by reason of the Works will pay compensation in respect of any costs damage or expenses arising therefrom. So far as is reasonably practicable all ditches open drains and watercourses interfered with by the Works will be maintained by the Company in an effective condition during the period of the Works and thereafter will be left in as good a condition as before the commencement of the Works.

21. DRAINS The Company shall be responsible for reinstating in consultation with the Owner and the occupier all drainage systems which are damaged by reason of the Works and in particular the Company will where the interests of the drainage of the land of the Owner will best be served (as to which any difference between the parties shall be determined by arbitration in terms of Condition 39 hereof) lay the pipeline underneath the said drainage system. If any interference with or disturbance of the functioning of any drain or drainage system including natural drainage in the land of the Owner can be shown to have been caused by the Works the Company will make good so far as is reasonably practicable any damage or injury thereby caused and will pay compensation in so far as the same shall not have been made good. Where the Owner or the occupier spends time in consultation with the Company as to reinstatement of land drainage the Company will pay fair and reasonable

compensation for time so spent. The methods to be employed in reinstating any drainage system shall be agreed with the occupier and, failing agreement, shall be referred to an expert acceptable to both parties and will include the laying of header drains in advance of the main works where agreed to be necessary. Where renewal of any drainage is required, only skilled agricultural drainers shall be employed. It would help if plans of any existing drainage could be made available to the Company.

22. WATER SUPPLIES AND OTHER SERVICES The Company will use every reasonable endeavour to ensure that existing water supplies and any other services are not interrupted or detrimentally affected by the Works and in the event of such supplies or services being so interrupted or affected by reason of the Works the Company will forthwith either repair the damage caused or make available an adequate supply or service. The Company will take responsible steps to permit the provision of sewers drains pipes cables and other services reasonably required after the Works have been completed.

23. RESTORATION OF LAND Top soil excavated during the Works will be kept apart from all other excavated material and shall not be run over by any machinery. If required by the Owner or other occupier of the Working Width all cultivated turf shall be carefully cut rolled and stacked and carefully replaced. All trenches will be backfilled as soon as possible and great care will be taken to ensure that this backfill is consolidated. Excavated material will be replaced with top soil uppermost so as to restore the Working Width to its former condition so far as is reasonably practicable. The Company will ensure that no large stones are left on the surface after reinstatement of the trench. Any surplus large stones and subsoil will be removed by the Company where specifically requested by the Owner or the occupier and where deemed by the Company to be necessary. All construction debris tools equipment temporary works and litter will be removed from the Working Width as soon as practicable. The top soil of agricultural land shall be left in a loose and friable and workable condition to its full depth and over the whole of the Working Width. If the Owner or the occupier so requires the top 0.3 metres of sub-soil shall be loosened with an agricultural cultivator where the top soil has been removed.

24. FENCING Except where livestock is kept on the adjoining land the Working Width will normally be delineated by post and wire fencing or otherwise as may be agreed with such occupier. When required fencing shall be such as to exclude rabbits, deer etc from woodland already adequately fenced to exclude rabbits, deer etc at the commencement of the Works. The Company shall erect at its own expense and maintain while the Works are in progress straining posts in field boundary fences where they are interrupted by the Working Width, each part of the field boundary fence to be secured and strained to these straining posts.

25. LIVESTOCK (1) Where livestock (including horses) is kept on any part of the land of the Owner which is not separated from the Working Width by a fence or hedge the Working Width will be fenced with a stock-proof fence adequate for the purpose of excluding any such livestock kept on such part of the land of the Owner. (2) All such stockproof fences shall be maintained in position until the use of the Working Width is no longer required and thereafter (unless otherwise agreed with the occupier) until reinstatement of the Working Width is complete. (3) The Company will take all reasonably practicable steps to prevent trespass or the straying of animals during the Works and in regard to any part of the Working Width which will or is likely to become subject to additional risk of trespass or the straying of animals by reason of the Works the Company will provide and maintain suitable and adequate barriers wherever necessary for the purposes of preventing or minimising the risk of such trespass or straying. (4) If any livestock is killed or injured by reason of the exercise of the Specified Rights the Company shall pay compensation to the owner of such livestock immediately after the amount of such compensation has been agreed.

26. HEDGES BANKS AND WALLS If any hedge bank or wall is destroyed or rendered ineffective by reason of the exercise of the Specified Rights the Company will restore the hedge bank or wall so destroyed or rendered ineffective. The Company will erect double protective fencing where necessary and will maintain any replanted hedge and the said double protective fencing in reasonable condition until the replanted hedge is reasonably established and effective.

27. FISHING AND SPORTING RIGHTS The Company shall prohibit its agents and servants from carrying firearms and shall take all reasonably

practicable steps to protect any fishing or sporting rights in or over the land of the Owner which may be affected by the exercise of the Specified Rights and shall pay compensation for any loss or damage suffered in respect of such rights by reason of any such exercise.

28. **TIMBER** The Company may remove all trees within the Affected Strip. The Company shall only be entitled to remove trees within that part of the Working Width that does not comprise the Affected Strip after consultation with the Owner and the occupier. Before felling commences all trees shall be valued by an appropriate independent expert appointed by the Company. All saleable timber shall remain the property of the timber owner or be purchased from such owner at the value fixed by such expert at such owner's option and (if not purchased) shall be disposed of in accordance with the reasonable requirements of the timber owner. Compensation shall be paid to the Owner where applicable for loss of amenity value. Compensation shall be paid to the timber owner for any damage to established woodlands cause by windblow resulting from any exercise of the Specified Rights provided that prompt notice of claim is given to the Company. In so far as the following items, namely loss of future profits (subject to appropriate deferment) on trees felled before maturity, sterilisation of the Affected Strip, future fencing and drainage costs protection costs such as fire protection and vermin control, edge effect and the repayment of any grant due to the Forestry Commission are caused by the exercise of the Specified Rights compensation shall also be paid for such items by the Company. The cost of initial and subsequent clearance of scrub growth from the Affected Strip shall also be met by the Company. Compensation shall be paid for additional extraction costs due to the existence of the pipeline.

29. **FOSSILS** The Company shall regard any fossils coins or other articles of value discovered in the Working Width as being the property of the Owner. The Company shall make all reasonable efforts to comply with the reasonable requirements of the Owner with respect to such objects provided that the Owner shall pay all the costs reasonably incurred by the Company in so doing.

30. **CATHODIC PROTECTION** When cathodic protection of the pipeline is provided by the Company all buildings or structures on or under adjoining land which are likely to be detrimentally affected shall be protected by the Company either by bonding in such buildings or structures to the protective system or if the Owner and the occupier of such buildings or structures agree by some equally effective method; Provided that in either case such reasonable facilities shall be afforded as the Company may require for this purpose and Provided further that the provisions of this Condition shall not apply to any pipes wires or cables or any like apparatus or to any structures laid or erected in the Land of the Owner after the date upon which the Owner gave his consent to the grant of the Specified Rights except to such extent as the Company may agree in writing.

31. **ABOVE GROUND EQUIPMENT** (1) When it is necessary to construct or place any permanent above-ground equipment on the Affected Strip the Company will unless bound by circumstances outside its control agree with the owner and with the occupier of the part of the Affected Strip in question the siting thereof so as to cause little obstruction or inconvenience as may be possible in the working of the Affected Strip. (2) The line of the pipeline will be indicated where necessary at field boundaries by means of a marker. (3) Gates or stiles will not be constructed in any fence wall or hedge which abuts on land which is not occupied by the Owner or other occupier of the Affected Strip without the consent of the Owner or other such occupier such consent not to be unreasonably withheld.

32. **DISEASES** Whenever an area has been declared an infected area on account of foot and mouth disease fowl pest swine fever or other notifiable diseases the Company agrees that entry on the Working Width shall be suspended unless there are exceptional circumstances in which case the approval of the Relevant Ministry shall be obtained and any entry on the Affected Strip will be subject to such reasonable conditions as the occupier thereof may require. Provided that nothing in this Condition shall prevent the Company's servants or agents entering on any part of the Affected Strip forthwith and without giving notice or obtaining any approval in order to remedy a breach or leak in any part of the Pipeline Systems. The Company in conjunction with Owners and occupiers directly affected by the Works will take such reasonable precautions as may be necessary to avoid the spreading of notifiable soil borne pests and diseases and will also take reasonable precautions

against other soil borne pests and diseases (including Potato Cyst Eelworm) advised to them by an Owner or occupier prior to entry. 33. EXPLOSIVES Whenever the Company intends to use explosives reasonable notice of such intention shall be given to all Owners and occupiers concerned as to the timing of blasting operations. 34. FACILITIES FOR WORKMEN (1) The Company shall not permit caravans or huts to be brought on to the Working Width for sleeping accommodation of workmen and shall ensure that all workmen leave the Working Width at the conclusion of their duties each day. Nothing in this Condition shall prevent the Company (if it so wishes) maintaining night watchmen on the Working Width and providing such facilities as may be considered necessary for such night watchmen. (2) The Company shall provide such sanitary equipment as may be considered necessary for the convenience of workmen to avoid fouling the surrounding land. 35. DOGS AND POACHING No dogs shall be brought onto the Working Width and poaching is forbidden. 36 SUPPORT OF STRUCTURES Temporary underpinning, supports and other protective measures for buildings, structures and apparatus in or adjacent to the pipeline trench shall be of proper design and sound construction and shall be securely placed to the reasonable satisfaction of the Owner, the occupier and of the Company. 37 ABANDONMENT Should the Company at any time after construction and use of the pipeline decide to abandon it the Company will render and keep the pipeline harmless. 38. TRANSFER On any transfer of the Pipeline System to any other party the Company shall ensure that its obligations in respect of the pipeline under the Deed will be undertaken by the party to whom the transfer is made. 39. ARBITRATION Any dispute between the Company and an Owner or an occupier as to the amount of compensation payable or as to the amount of reinstatement required or as to the interpretation of these Conditions or as to any other matters whatsoever arising between the parties for determination of which provision is not otherwise made shall be referred to arbitration. Note: Only a monochrome copy of the plan annexed to the above deed has been produced to the Keeper and the precise location of the pipeline cannot be identified.

**Entry
Number**

Burden Detail

38 Deed of Servitude containing Disposition by British Railways Board to BP Chemicals Limited, recorded G.R.S. (Fife) 14 May 1993, in the following terms: (1) In this Deed: "the Company" means BP Chemicals Limited, and its successors as proprietors of the Company's Land (as hereinafter defined); "the Company's Land" means the subjects described in Part 1 of the Schedule annexed and executed as relative hereto which Schedule (hereinafter referred to as "the said Schedule") shall be held to form part of these presents; "the Consenter" means BP International Limited, for all right, title and interest it may have or acquire in the Company's Land, the Pipeline and the Servitude Strip in terms of Sale Agreement entered into between the Company (then named BP Chemicals International Limited) and the said BP International Limited dated the Twenty fourth day of August Nineteen hundred and seventy two; "Exxon Chemical Limited and Others" means Exxon Chemicals Limited and the companies whose names are set out in Part 2 of the said Schedule; "the Pipeline" means the part lying within the Servitude Strip (as hereinafter defined) of a pipeline laid or to be laid between Mossmorran in the County of Fife and Grangemouth in the County of Stirling for the benefit of the Company's Land and for the purpose of transporting or storing of ethane, gaseous hydrocarbons, liquid hydrocarbons or other substances and includes the pipe, together with any apparatus and works associated therewith and all signal and other cables and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "the Property" means the subjects described in Part 4 of the said Schedule; "the Owner" means the person set out in Part 5 of the said Schedule as heritable proprietor of the Property and where the context so requires or admits includes his successors as such heritable proprietor; "the Servitude Strip" means that part of the Property whose surface boundaries are vertically above or below any point lying within 3.1 metres in the horizontal plane from any point on the outer surface of the line of

pipes forming part of the Pipeline, whether such first mentioned point lies within the Property or not; "the Price" means the sum of money set out in Part 3 of the said Schedule. The singular shall include the plural, the masculine shall include the feminine and the neuter and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. (2) In consideration of the Price the receipt whereof is hereby acknowledged the Owner hereby GRANTS and DISPONES to the Company with entry at the date set out in Part 6 of the said Schedule a heritable and (except as aftermentioned) irredeemable servitude right to lay, construct, use, protect, maintain, repair, alter, renew, inspect, remove, replace and render unusable the Pipeline in a strip of land forming part of the Property together with the right for the officers, servants and agents of the Company to enter the Property with all necessary workmen, materials, vehicles and equipment for the purposes of construction, inspection, use or maintenance of the Pipeline or otherwise in connection with the exercise of the rights granted to the Company by these presents and the right to erect marker posts disclosing the existence, location, depth and nature of the Pipeline at appropriate points at the trackside on the surface of the Servitude Strip. (3) The servitude and other rights hereby granted to the Company are granted with and under the following real burdens, conditions and obligations, namely that:- (A) In exercising the rights hereby granted the Company shall at all times take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage and injury thereto; (B) The Company shall at all times so far as practicable keep the Pipeline in proper repair and condition while required for use and upon the abandonment of the Pipeline or any part thereof notify the Owner and render the Pipeline being abandoned permanently safe to the sight and satisfaction of the Owner and if called upon by the Owner grant a formal discharge of the rights hereby granted; (C) The Company shall at all times indemnify the Owner against all loss, damage and claims arising by reason of the existence or exercise of the rights hereby granted including without prejudice to the foregoing generality any arising in respect of any interference with any sewers, drains, pipes and cables, telegraph and telephone poles, wires and stays and also any arising in respect of personal injury (whether total or otherwise) or loss or damage to property; provided that any such claims are not settled or compromised without the prior consent of the Company; (D) The Company shall at all times bear the cost of repairs, or renewals of the Pipeline and of any necessary restoration of the Property if the Pipeline or any marker post is accidentally damaged; (E) The Company shall at all times make good so far as practicable all damage or injury to the Property or other property of the Owner caused by the exercise of the said servitude and other rights by the Company or pay full compensation therefor to the Owner to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined (in default of agreement) by an expert to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors; (F) The Company shall pay all public rates, taxes and other government levies which may be imposed in respect of the Pipeline; (G) The Company shall give the Owner adequate notice of the commissioning of the Pipeline; (H) The Company shall at all times make good, so far as reasonably practicable, any damage or injury resulting from interference with or disturbance of the functioning of any drain or drainage system (including natural drainage) if this can be shown by the Owner to have been caused by the exercise of the rights hereby granted or pay full compensation to the Owner to the extent that such damage or injury is not thus made good, the amount of such compensation to be determined in default of agreement by an expert as provided in Sub-clause (E) of this Clause. (I) If the Company proposes to carry out maintenance or other work to the Pipeline lying in the Property, such work: (i) shall be carried out, free of cost, and to the sight and satisfaction of the Owner, provided that the Owner shall have the power to stop and/or have modified any such work which in its opinion is considered to be a danger to the operational railway; (ii) may only be carried out at such times as shall be arranged with the Owner and that free of cost to the Owner; (iii) if it involves the re-opening of the thrust and reception pits on any part of the Property such excavation work shall be carried out to the sight and

satisfaction of the Owner and full details of the method of opening and supporting the pits will be given to the Owner for prior consideration and shall be approved by the Owner before such excavation work commences. (J) The Company shall reimburse the Owner all reasonable and properly vouched expenditure attributable in any way to aforementioned works including any costs incurred in monitoring and inspecting such work during subsequent maintenance and other works required to the Pipeline. (K) In the event of the Owner at any time in the future requiring to alter, repair, modify, widen or extend the railway or works at the site of the undertrack crossing within the Property or should railway operating safety requirements so dictate, the Company shall carry out, at the Company's expense, such work on the Pipeline and relative works as may be required by the Owner in order to permit of the said alterations, repairs and modifications, widenings, extensions or safety requirements and that subject to the following qualifications: (i) the Owner shall give reasonable notice to the Company (which in any event shall not be less than three calendar months) of any proposal to carry out works to alter, repair, modify, widen or extend the railway or works at the said site; (ii) the Board undertakes not to do or permit to be done anything which might prove detrimental to the Pipeline without first giving reasonable notice to the Company and ensuring, in any event, that such precautions as ought reasonably to be taken are taken; (iii) the obligations of the Company shall be limited to what the Company is in a position lawfully to effect having regard to the extent of the servitude rights the Company has been granted by the Owner and proprietor of adjoining land at the relevant time. (L) Any fences, walls and any other assets of the Owner if disturbed, damaged or temporarily removed by the Company through the exercise of the rights granted hereunder shall be restored free of cost and to the sight and satisfaction of the Owner and where necessary, continuity of function shall be arranged by temporary measures. (M) The Company on the exercise of the rights of access granted hereunder shall comply with the Owner's Special Requirements as set out in Part 7 of the said Schedule and without prejudice to the said generality, the Owner acknowledges that direct access on to the Owner's operational railway will be permitted. (4) The Owner hereby binds and obliges himself: (A) Not to do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and to take all reasonable precautions to prevent such damage or injury; (B) Not without the prior written consent of the Company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip; (C) Not to undertake or cause or permit to be undertaken any construction work on any part of the Servitude Strip without the prior written consent of the Company nor to undertake or cause or permit to be undertaken any works which would interfere with, obstruct or restrict the exercise of the servitude rights hereby granted; (D) Not to plant or permit to be planted any trees on any part of the Servitude Strip and to permit the Company (if the Company considers it necessary) to remove any trees, scrub growth and the like which may grow or be planted thereon. PROVIDED THAT the foregoing obligations of or restrictions on the Owner: (i) shall not prevent the grant by the Owner in favour of the said Exxon Chemical Limited and Others of a Deed of Servitude in terms mutatis mutandis similar to this Deed in respect of the pipeline and others laid or to be laid by them, and (ii) shall not be breached by the Owner by the exercise by the said Exxon Chemical Limited and Others or their successors of the rights thereby conferred upon them. (iii) shall not prevent the Owner carrying on its normal railway functions. (5) The provisions of Part II of the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Sections 71 to 78 of the Railway Clauses Consolidation (Scotland) Act 1845) shall be deemed to be incorporated herein but with the substitution of the Owner for "the mine owner" the Company for "the Company" and the Pipeline for the "railway", "the works" or "the works of the Company" wherever those expressions appear in the said provisions. (6) Any difference which may arise between the Company and the Owner under this Deed (including the Owner's successors and assignees whomsoever) and for the determination of which

provision is not otherwise made herein shall be determined by a single arbiter to be agreed between the parties or failing agreement to be appointed by The Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. (7) The Owner agrees that no part of the Pipeline shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the Pipeline or any part thereof. (8) NOTICES (A) All notices required to be given to the Company hereunder shall be in writing and shall be sent by first class mail to the Company at the following address: The Works General Manager, BP Chemicals Limited, Grangemouth Works, Bo'ness Road, Grangemouth, Scotland. FK3 9XH (B) Any Notice required hereunder shall be deemed to have been duly served upon the mailing thereof, postpaid, to the Company at the above address, or at such other address as may be designated in writing by the Company to the Owner or the Occupier. SCHEDULE referred to in the foregoing DEED OF SERVITUDE Part 1 - The Company's Land Those areas of ground hatched brown on the Title Plan. Part 2 - Exxon Chemicals Limited and Others Barclays Mercantile Business Finance Limited: M.W.S.5 Limited and Capital Leasing Limited; Lombard Discount Limited; Midland Montagu Leasing (GB) Limited and Royal Scot Leasing Limited. Part 3 - The Price EIGHT HUNDRED POUNDS (£800) Part 4 - The Property (I) parts and portions of the Lands and Barony of Kinniel and Town of Borrowstounness in the County of West Lothian extending from the River Avon on the south to the harbour of Borrowstounness on the north and containing forty four acres and seven hundred and forty eight decimal or one thousands parts of an acre (II) the lands in the Parish of Dunfermline and County of Fife extending to three acres and six hundred and sixty five decimal or one thousandth parts of an acre or thereby (III) (FIRST) portions of the ground formerly part of the Lands of Stewartsbeath and the Lands of Waterhead and Buckieburn (SECOND) lands in the Parish of Dunfermline extending to Nine hundred and sixty three decimal or one thousandth parts of an acre (IV) fourteen acres and ninety two decimal or one thousandth parts of an acre situated in the former Barony and Parish of Carnock Part 5 - The Owner BRITISH RAILWAYS BOARD, established and incorporated under and by virtue of the Transport Act, 1962. Part 6 - The Date of Entry Twenty second June Nineteen hundred and eighty three Part 7 - Special Requirements 1. DEFINITIONS For the purposes of these Special Requirements only: The "Authority" means the Company as defined in the foregoing Deed of Servitude. The "Board" means the Owner as defined in the foregoing Deed of Servitude. The "Board's Engineer" means Chief Civil Engineer of the xxxxxxxxxx Region or other Engineer appointed for the time being to act on his behalf. The "Works" means for the purpose of these Special Requirements that part of the work to be executed and constructed over, upon or under the Board's land (or other land used by the Board) or in such close proximity that it may affect such land or the Board's traffic. "Handsignalmen" means for the purpose of these Special Requirements handsignalmen and traffic supervisors. 2. RESTRICTIONS, OCCUPATIONS AND ISOLATIONS Demolition, excavation, piling and temporary or permanent work or any other works in the vicinity of the track which, in the opinion of the Board's Engineer, require speed restrictions, track occupations or electrical isolations, shall be carried out on dates and at times agreed in writing by the Board's Engineer. These restrictions, occupations and isolations are strictly limited on most routes to minimise delays to the Board's railway traffic. They should be avoided wherever practicable. Occupations and isolations are likely to be available only at weekends or for short periods at night. 2.1 Provisional Arrangements Preliminary discussions should be held with the Board and the Works designed and planned so that they can be carried out with the minimum interference to the Board's traffic and within the extent of the speed restriction, occupation and isolation periods that the Board can make available. If the Board's Engineer agrees that the Works do not require a speed restriction, track occupation or isolation or the line is such that the restrictions, occupations or isolations will not require long term planning, then no early provisional arrangements are necessary. Otherwise, early provisional arrangements for the insertion of the necessary speed restrictions, occupations and isolations in the Board's programme shall be made a year or more in advance for works affecting the more critical routes or for less critical routes a minimum of six months in advance. Nevertheless, the actual dates may be subject to amendment by the

Board when the firm programme is drawn up, depending upon the Board's traffic requirements.

2.2 Design of the Works The Authority shall submit full details, drawings and calculations of the Works for consideration and acceptance by the Board's Engineer.

3. USE OF THE BOARD'S LAND The Authority shall from time to time be allowed to take possession of so much of the Board's land as has been agreed for the carrying out of the Works. Where access to the working site is required by way of the Board's land the route of such access shall be agreed with the Board's Engineer. Any other land belonging to the Board which is required for temporary use outside that which is essential for the actual carrying out of the Works shall be the subject of separate negotiations with the Board's Estate Surveyor. The Authority shall be responsible for ensuring that any persons employed on their behalf do not trespass beyond the agreed limits of the working area or access route and shall, if required to do so, provide and maintain to the satisfaction of the Board's Engineer, temporary fencing of an approved type to prevent trespass on the railway.

4. PREVENTION OF ACCIDENTS Before entry is made on to the Board's land, the Authority shall obtain, in the interests of personal safety, copies of the Board's current Track Safety Handbook. A copy shall be given to each person employed on behalf of the Authority who may work on or about the track, including persons recruited during the process of the Works. The Authority shall ensure that such persons are fully conversant with the requirements of the Handbook and that these requirements are strictly observed. A poster (obtainable from the Board) which draws attention to the Handbook and the need for care on the track shall be erected and maintained in a prominent position at the place of work, preferably in the messroom.

5. HIGH VISIBILITY CLOTHING The Authority shall ensure that sufficient high visibility clothing of a pattern and shade of orange colour approved by the Board's Engineer is supplied to all persons employed on their behalf who may work on or about the track and shall ensure that such persons wear this clothing.

6. ACCESS AND ACCOMMODATION FOR BOARD'S REPRESENTATIVES The Board's Engineer or his representatives shall, at all reasonable times, have free access to any premises where work is being carried out or materials prepared or manufactured for the Works. When necessary, accommodation and facilities (including protective clothing and the use of transport) for the Board's supervisor and other employees concerned with the Works shall be provided by the Authority to the satisfaction of the Board's Engineer.

7 METHOD OF CARRYING OUT THE WORKS AND USE OF THE PLANT All operations on or affecting the Board's land shall be carried out in such a manner so as to avoid risk of danger to the Board's traffic facilities and passengers or persons entitled to be on the Board's property and as to avoid (except to the extent previously agreed in writing) any interference to and the free movement of the Board's traffic and any such passengers or persons other than the Board's employees. All excavations shall be properly guarded and all walkways and routes used by the Board's employees shall be kept safe and free from debris. The Authority shall submit full details (including calculations and drawings when considered necessary by the Board's Engineer) of all proposed temporary works (including formwork), excavations, piling and demolition over, under or in the vicinity of the Board's railways or other property and of the methods proposed for the execution of the Works in sufficient time for full consideration to be given by the Board's Engineer and, if necessary, for revised proposals to be submitted and approved. In particular, the Board's Engineer may require the submission of drawings showing the proposed method of using and handling plant and materials in the vicinity of the tracks. Plant and materials shall not be used or handled in such a manner that even in the event of mishandling or failure such plant and materials could move or fall foul of rail traffic, i.e. within two metres of a vertical plane from the nearest rail on which traffic may run (subject to Requirement 12.1 when working near overhead electrified lines). The use and handling of mechanical plant and materials in the vicinity of the track shall be carried out only under such restrictions as the Board's Engineer may impose for the protection of rail traffic. Unless foolproof guard rails, locking devices or other safety measures can be provided to the satisfaction of the Board's Engineer, such work shall only be carried out during occupations or if the Board's Engineer considers conditions are suitable between the passage of trains with work ceasing on receipt of instructions from the

Board's Handsignalman and not restarting until permitted by him to do so. The Authority shall ensure that the method of carrying out the Works and all safety arrangements required in connection therewith are approved in writing by the Board's Engineer and shall ensure that any rules, regulations or instructions imposed by the Board's Engineer for the protection of rail traffic are strictly observed. Excavation near any railway line or structures shall not commence until agreed measures required to maintain the stability of the track and/or structures have been carried out and have been inspected and approved by the Board's Engineer.

8. CONFIRMATION OF PROGRAMME WORK ON OR NEAR THE RAILWAY TRACKS After the method of carrying out the Works has been agreed with the Board's Engineer (and taking into account any provisional arrangements which have been made) the Authority shall in all cases submit written notice of programme of work and of any speed restriction, occupation and isolation requirements to the Board's Engineer at least ten weeks in advance of the proposed commencement of work on or near the railway tracks. The Board reserve the right to cancel or alter the dates and times of the agreed speed restrictions, occupations or isolations at short notice if this proves necessary because of any emergency affecting the safe or uninterrupted running of rail traffic, but in such an event alternative arrangements will be made as soon as the Board's programme permits.

9. HANDSIGNALMEN, LOOKOUTMEN AND RAILWAY SUPERVISORS Before commencing any work in the vicinity of the tracks, the Authority shall ascertain whether the Board's Engineer considers it necessary to appoint Handsignalmen for the control of trains, lookoutmen for the protection of persons employed on their behalf at the site and/or railway supervisors for inspecting the Works and ensuring the safety of the Board's traffic and property. The Authority shall only proceed with the Works or allow such persons to approach and remain close to the tracks when such Handsignalmen, lookoutmen and/or railway supervisors have been provided and are in position and whilst they are acting as such. However, in the case of supervisors only such supervisors may authorise specific work to proceed in their absence. The Authority shall ensure that wherever work is in progress in the vicinity of the railway, the person at site in charge of the Works has ascertained from the Board's representative the best method of stopping trains in the event of a mishap that could affect the safety of trains, and, in the case of an electrified line, how to have the current switched off in the event of an emergency.

10. INTERFERENCE WITH DRAINS AND SERVICES The Authority shall not interfere with the Board's cables, signals, telegraph wires or any other apparatus affecting the working of the railway. The Authority shall give sufficient notice to the Board's Engineer to enable him to arrange for any diversion, protection or support works which the Board's Engineer considers should be carried out prior to the commencement by the Authority of any work which may affect such apparatus. The Authority shall, when necessary, and to the complete satisfaction of the Board's Engineer, locate, divert or support other pipes and services including public utilities. Any springs, water courses or drains which may be interfered with or cut through shall be preserved and pipes and other means be provided so as not to stop or diminish their present usage and should any drain or spring appear, adequate measures shall be provided to convey the water and soil therefrom to a suitable outlet and every reasonable precaution taken to protect the Board's works and property from injury in consequence of the Works. The Authority shall not be allowed without the prior approval of the Board's Engineer to make temporary or permanent connections to the railway mains, drains, pipes or other services.

11. CROSSING THE TRACK Persons engaged on the Works shall not be allowed to cross or convey material across the tracks except under such special conditions as the Board's Engineer may previously approve in writing. Only in exceptional circumstances will the provision of a temporary level crossing be permitted over any railway track. If the Board are prepared to accept the provision of a level crossing, then for a level crossing required for construction traffic over lines used by passenger trains (or which could be used by diverted passenger trains without any special arrangements being made) and all temporary public level crossings time must be allowed to enable the approval of the Railway Inspectorate of the Department of the Environment to be obtained in addition to the period of notice required by the Board as described in Requirement 8.

12. ELECTRIFIED RAILWAYS

The Authority's attention is drawn to the presence in some areas of electric traction equipment which may be either overhead or conductor rail. This equipment is lethal and the Authority should obtain from the Board's Engineer and shall post in prominent positions agreed with the Board's Engineer warning notices and shall be solely responsible for seeing that such warning notices and other instructions, including those given in the Board's Track Safety Handbook are observed.

12.1 Overhead Electrical Equipment Overhead electrical equipment is charged at high voltage and the Authority shall observe the following precautions:

12.1.1 Work shall not be carried out, cranes or other plant erected, operated and dismantled or materials stored within the prohibited space which is that space within three metres of the live overhead equipment, together with anywhere vertically above this space.

12.1.2 When persons are working, the figure of three metres used in determining the prohibited space in paragraph 12.1.1. shall be increased by the length of any tool or material being handled. However, normal work on the permanent way platforms, walkways and the like below the equipment is permitted without special precautions provided that tools or equipment are not at any time raised above head height.

12.1.3 When scaffolding is being erected or dismantled, the figure of three metres used in determining the prohibited space in paragraph 12.1.1. shall be increased by the length of the longest individual unit of the scaffolding. (The Board's Engineer may require the scaffolding or similar apparatus to be earthed.)

12.1.4 If a crane or other equipment is used, crane stops, fencing, warning notices, etc. shall be provided by the Authority to ensure that there can be no encroachment on the prohibited space defined in paragraph 12.1.1 by crane load or other equipment even if the crane load or equipment slips, fails or overturns.

12.1.5 Portable ladders used in the vicinity of the live overhead equipment shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along the stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the prohibited space defined in paragraph 12.1.1.

12.1.6 Any disturbance of or attachment to any equipment forming part of the electric traction system shall only be carried out by the Board's staff. Where it is impracticable to comply with any of the above requirements, the Authority shall arrange with the Board's Engineer for special precautions to be taken which could take one of the following forms:

(a) The issue by the Board's Engineer of a "Permit to Work" which assures the holder that the overhead equipment is isolated and earthed and will not be made live whilst the Permit is in the holder's possession. It is the responsibility of the Authority to whom a "Permit to Work" is issued to:

- (1) Confirm immediately to the Board's Engineer their understanding of the limits of the isolation given therein;
- (2) Ensure that persons employed on their behalf fully understand the limits of the isolation;
- (3) Ensure that no work is commenced within the limits specified unless and until the "Permit to Work" is in his possession.

(b) The erection of approved protection platforms and/or screens. The erection of these may need to be carried out under cover of a "Permit to Work", following which work may be carried out normally behind screens or on platforms without a further "Permit to Work".

12.1 Conductor Rail Equipment Work in the vicinity of a conductor rail or associated electrical equipment may involve the provision of temporary protection guards and/or protective boarding conductor rail alterations (any of which would normally be carried out by the Board) and/or the isolation by the Board of a length of conductor rail and such other electrical equipment as considered necessary by the Board's Engineer. It is responsibility of the Authority to:

12.2.1 Ascertain from the Board's representative at site responsible for traction current arrangement, the limits of isolation.

12.2.2 Ensure that persons employed on their behalf fully understand the limits of isolation.

12.2.3 Ensure that work is not carried out beyond the limits of isolation.

13. USE OF EXPLOSIVES Explosives shall not be used in connection with the Works without the written consent of the Board's Engineer and then only under such conditions as he may impose.

14. STACKING OF MATERIALS ETC The Authority shall stack and place all materials, plant and appliances in such a manner as to prevent their causing injury or damage to persons or property and at a safe distance from railway tracks or platform edges, normally not less than two metres

but subject to Requirement 12.1. The Authority shall also strictly observe any instructions given by the Board's Engineer as to the precautions to be taken and the distance from railway tracks and platform edges within which materials, plant and appliances shall not be stacked or placed.

15. SCREENING OF LIGHTS All lights provided by the Authority shall be so placed or screened as not to interfere with any signal lights of the Board and any temporary works which may interfere with the sighting of the Board's signals shall not be erected without the consent of the Board's Engineer.

16. FIRE PREVENTION The Authority shall, during the performance of the Works, make adequate arrangements to the satisfaction of the Board's Engineer for the protection of the Works and any temporary works and any adjacent property of the Board from fire and shall give effect to the requirements (if any) with regard to such protection that has been laid down by the Board. The Authority shall give the Board's Fire Officers all facilities periodically to inspect the fire prevention arrangements on the Board's land and within such distance from it as such Officers may consider necessary and shall, at the Authority's own cost, remove such surplus materials and take such steps to reduce the fire risk as the Board's Engineer may from time to time require.

17. NOTICE OF ACCIDENTS

17.1 The Authority shall immediately report to the Engineer:

17.1.1 All injuries (other than of a trivial nature);

17.1.2 All accidents and dangerous occurrences (as defined in the "Health and Safety - The Notification of Accidents and Dangerous Occurrences Regulations 1980"); and

17.1.3 All accidents on the "Operational Railway" causing damage to property or affecting or potentially affecting the safe working of the railway. Details of such injuries, accidents and dangerous occurrences shall be recorded on form BR2072/66 and four copies thereof sent to the Board's Engineer within 24 hours of the occurrence.

17.2 The Board will report injuries, accidents and dangerous occurrences on the "Operational Railway" to the Railway Inspectorate in accordance with the Railways (Notice of Accidents) Order 1980 and the Health and Safety - The Notification of Accidents and Dangerous Occurrences Regulations 1980;

17.3 Injuries, accidents and dangerous occurrences arising from construction or demolition work being carried out in situations where the work could not affect the safety of railway traffic, railway staff or passengers are not on the "Operational Railway" and therefore the Authority shall report these to the Health and Safety Executive under the "Health and Safety - The Notification of Accidents and Dangerous Occurrences Regulations 1980".

18 ADVERTISEMENTS The Authority shall not permit any advertisements to be displayed on or above the Board's premises without the Board's Engineer's permission.

19. SANITARY ACCOMMODATION Sanitary accommodation will only be allowed on the Board's property when specifically agreed and a site has been allocated by the Board's Engineer. Unless agreed by the Board's Engineer, the Authority shall not use the waiting rooms, messrooms, or sanitary facilities provided by the Board for its passengers or staff. The Authority shall ensure that such accommodation meets with the approval of the local Public Health Officer and shall remove, thoroughly disinfect and fill in all pits, sumps, etc. when no longer required, all to the satisfaction of the Board's Engineer.

20. CLEARANCE OF THE BOARD'S LAND AND PROPERTY The Authority shall prevent mud or water falling or draining on to the Board's land and property and particularly on to the track ballast and walkways. The Authority shall not leave rubbish on the Board's land and property and shall, subject to the approval of the Board's Engineer, clear away and remove all constructional plant, surplus materials and temporary works as and when in the opinion of the Board's Engineer these cease to be required for the work being carried out on the Board's land and property. All damage to the Board's land and property shall be made good to the satisfaction of the Board's Engineer.

21. WORK ON OR NEAR RAILWAY TRACKS

21.1 Where any part of the Works has to be carried out during the period of a speed restriction, occupation of the track or isolation of electrical equipment and the period of such restriction, occupation or isolation is laid down in the Contract, the Authority shall plan and execute that part of the Works so that such periods are not exceeded and further periods are not required.

21.2 If no such periods are laid down then preliminary discussions must be held in accordance with Requirements 2.1 of these Special Requirements in relation to the Board. In any case, prior notice or confirmation must be given in accordance with Requirement 8 of all necessary speed restrictions, occupations and isolations.

21.3

The Authority shall so organise the execution of the work during any period of occupation of railway tracks and isolation that he will be able to give up such occupation or isolation at the time prescribed by or agreed by the Board. Should the Authority fail to do so or should the Authority in the opinion of the Board's Engineer not make sufficient or adequate arrangements (including the provision of standby plant) for completing the whole or any stage of the work within the time allowed in the programme, the Board or the Board's Engineer may at their discretion cancel the occupation or isolation and entirely at the cost of the Authority employ labour, plant and materials to assist the Authority to finish the work or carry out such works as are necessary to enable the occupation or isolation to be terminated at the earliest possible moment. 21.4 The Authority shall, be liable for and reimburse the Board any expenses properly incurred by the Board in imposing speed restrictions, giving occupation of the track or isolation of electrical equipment, providing the necessary personnel or in carrying out ancillary works except as provided in Sub-clause 21.5 below. 21.5 The Authority shall defray and be liable for all expenses of the Board in respect of any extension of the periods of restrictions, occupations or isolations beyond those prescribed or agreed with the Board or in respect of work requiring to be carried out by the Authority or the Board's Engineer in accordance with Sub-clause 21.3 of this Clause or which are incurred as a result of any other failure by the Authority to comply with any of its obligations to the Board. 21.6 Insofar as the Board is able to grant such facilities, the Authority shall make its own arrangements with the Board in connection with the hire of plant from the Board and also for access to the site and the provision and use of temporary level crossings and any other of its requirements and any expenses relating to such arrangements shall be the liability of the Authority. Note 1: In clause 1 of part 7 of the schedule the X's in the above text represent a blank in the text of the deed. Note 2: Only a monochrome copy of the plan annexed to above deed has been produced to the keeper, the precise location of the pipe cannot be determined.

**Entry
Number**

Burden Detail

39 Grant of Servitude containing Disposition by Trustees for Firm of Robert Pow (to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 17 Aug. 1999, in the following terms: 1. Definitions In this deed and the Schedule hereto which shall be held to form part of these presents:- 1.1 The following expressions are used with the following meanings, that is to say:- "BP Chemicals" means BP Chemicals Limited; "BP Oil" means BP Oil Grangemouth Refinery Limited; "Company" means BP Chemicals and BP Oil for the respective interests as heritable proprietors of the Dominant Tenements (as hereinafter defined) and their successors as such proprietors; "Consenter" means the person or persons (if any) whose name(s) is/are set out in Part 2 of the Schedule annexed thereto; "Cross Country Pipeline" means the 300mm cross country pipeline from Blackness to Grangemouth known or to be known as the Blackness to Grangemouth Natural Gas Pipeline; "Date of Entry" means the date set out as the Date of Entry in Part 3 of the said Schedule; "Dominant Tenements" means the various subjects specified in Part 5 of the said Schedule, belonging respectively to BP Chemicals and BP Oil, together with all buildings and other structures erected or to be erected thereon; "Owner" means the person whose name and address is set out in Part 1 of the said Schedule as heritable proprietor of the Owner's Land (as after defined) and unless the context so precludes includes his successors in title as such proprietor; "Owner's Land" means the subjects described in Part 4 of the said Schedule; "Pipeline" means such part of the Cross Country Pipeline as has been or is to be laid through or under the Owner's Land and includes the pipe, together with any apparatus and works associated therewith and all signal and other cable and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "Price" means the sum set out in Part 3 of the said Schedule together with in addition (if the said Part 3 indicates that Value Added Tax is to be added to the Price) the amount (if any) exigible at the relevant time of supply in respect of such tax; "Schedule of Conditions" means the Schedule

of Conditions comprising Part 6 of the said Schedule; "Servitude Strip" means that part of the Owner's Land whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any point on the outer face of the line of pipe forming part of the Pipeline, whether such first mentioned point lies within the Owner's Land or not; 1.2 Words importing one gender include all other genders and words including the singular include the plural and vice versa and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. 2. Grant of Servitude. In consideration of the Price, the Owner HEREBY GRANTS AND DISPONES to the Company with entry as at the Date of Entry a servitude right, tolerance and wayleave over the Owner's Land of laying down, constructing, maintaining, renewing, repairing, using, altering, inspecting, removing, replacing, protecting and rendering unusable the Pipeline in and through the Owner's Land and that along the line shown by a thick black line on the plan of a portion of the Owner's Land annexed and signed as relative hereto for the purpose and use of transmitting natural gas or other gases from time to time contained within the national gas transmission system between or among the Dominant Tenements (the servitude and other rights granted by this Deed being deemed to be annexed to each of the Dominant Tenements independently of the others) and of erecting, maintaining and renewing such valves, marker posts, special locked gates, pedestrian crossings over ditches, gates, steps, stiles, aerial marker posts and cathodic protection markers as may be considered necessary by the Company for and in connection with the Pipeline and shall where practicable be laid in line with fences and/or hedges; With full power and liberty to the Company and its officers, servants, agents, surveyors, inspectors, contractors and others having its authority to enter as and when necessary upon the Owner's Land with or without motor or other vehicles, plant, apparatus and materials for the purpose of laying down the Cross Country Pipeline and other works and for executing such repairs, alterations or renewals as may from time to time be needful or for any other necessary purpose in connection with the Cross Country Pipeline and other works provided that, except in an emergency, before entering on or passing over or across the Owner's Land after the Pipeline is laid down with or without vehicles and plant, reasonable notice shall be given to the Owner and its tenants to enable it and them by itself or themselves or others of its or their appointment to superintend the said operations which right to enter upon the Owner's Land shall include without prejudice to the foregoing generality the right to use for the purpose of vehicular and pedestrian access to the Owner's Land and/or the Cross Country Pipeline the permanent access route(s) shown by full black arrows on the said plan annexed and signed as relative thereto and where applicable the continuation of such permanent access route(s) to meet the public road. 3. Incorporation of the Schedule of Conditions. The servitude and other rights hereby granted are subject to the general conditions specified and contained in the Schedule of Conditions, which general conditions shall apply as if repeated herein, under express declaration that in the event of any conflict between the detailed terms of such general conditions and the later provisions of this Deed, the detailed terms of such Schedule of Conditions shall prevail and take effect. 4. Company's Undertakings. The Company (with the intent of benefiting and protecting the Owner's Land and every part thereof both now and at all times in the future) hereby undertakes to the Owner that:- 4.1 in laying the Pipeline and other works, the Company shall do as little damage as possible to the Owner's Land and shall complete its operations without unnecessary delay and shall reinstate and make good all damage done to the surface of the ground by its operations and shall observe all the conditions set forth in the Schedule of Conditions so far as applicable; 4.2 the Company shall maintain and keep the Pipeline and other works always in a thorough and complete state of repair and safe in all material respects; 4.3 the Company shall indemnify the Owner and its tenants or other occupiers of the Owner's Land for all loss of stock and crop and surface and other damage which it and they may sustain by or through the operations for the laying, construction, maintenance, renewal, inspection, replacing or removal of the Pipeline and other works and shall make good and repair all damage done to fences or to drains which may be severed and shall repair any other damage of whatever kind that may arise through its operations to the

reasonable satisfaction of the Owner, declaring specially that, as regards the laying of the Pipeline and other works, no claim for loss, injury or damage (with the exception of drainage claims arising under condition 6 of the Schedule of Conditions), shall be competent to the Owner or its tenants or other parties after the period of ten years from the Date of Entry; 4.4 the Company shall as soon as is reasonably practicable make good to the Owner and the tenants and occupiers of the Owner's Land to the reasonable satisfaction of the Owner any damage which may arise either to the Owner's Land itself or to the stock and crop thereon from the leakage or bursting of the Pipeline through its operations and from its operations in the repair thereof and of the other works connected therewith; and 4.5 the diversion provisions for future development shall be as contained in Condition 45 of the Schedule of Conditions.

5. Owner's Undertakings. 5.1 The Owner (with the intent of benefiting and protecting the rights hereby granted both now and in the future) hereby undertakes to the Company that:-

5.1.1 the Owner will not do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and will take all reasonable precautions to prevent such damage or injury and in particular, but without prejudice to the foregoing generality, the Owner will comply with all provisions requiring compliance on its part contained in the Schedule of Conditions; 5.1.2 the Owner will not (without the prior written consent of the Company and where appropriate of the Secretary of State under Section 31 of the Pipelines Act 1962 or any statutory modification or re-enactment thereof) make or cause or permit to be made any material alteration to or deposit of anything on any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip; 5.1.3 the Owner will not erect any dwellinghouse or dwellinghouses or any other building or buildings or plant trees within a distance of five meters on either side of the Pipeline and the Owner shall permit the Company (if the Company considers it necessary) to remove any buildings or trees within five metres of either side of the Pipeline; 5.1.4 the Owner will make good all damage done by or through any operations undertaken by it in exercise of the reserved right set out in Clause 5.2.2. below; and 5.1.5 in the event of the Owner granting any Lease or other occupancy right in respect of the Owner's Land or any part thereof, the Owner will ensure that the tenant or occupant under any such Lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Owner) with the entire provisions of this Deed including in particular, but without prejudice to the foregoing generality the provisions of this Clause 5.

5.2 The foregoing undertakings by the Owner are subject to the following express provisions and declarations namely:-

5.2.1 neither the Owner nor its tenants in the Owner's Land or any part thereof shall be liable for any damage caused to the Pipeline or other works connected therewith by reason of any or all of normal agricultural operations carried on by the Owner or its tenants unless such damage be caused by the negligence of the Owner or its tenants or other occupiers or its or their servants or agents; and 5.2.2 there is reserved to the Owner full right and liberty to make roads and paths along or across the line of the Pipeline and to pass drains, sewers or wires over or under the same provided always that the exercise by the Owner of this reserved right shall be done in such a way so as not to jeopardise in any way the safety of the Pipeline and subject to (as specified in Clause 5.1.4 above) the Owner being bound to make good all damage done by or through any operations undertaken by it in exercise of such reserved right.

6. Incorporation of the Mining Code. The provisions in force as at the date of this Deed of Part II of and the First, Second and Third Schedule to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Section 71-78 of the Railway Clauses Consolidation (Scotland) Act 1845) (a copy of which provisions is set out and repeated in Part 7 of the Schedule annexed and signed as relative hereto) shall be deemed to be incorporated herein but with the substitution of "the Owner" for the "mine owner", "the Company" for "the company", "the Pipeline" for the "railway" and "the works" for "the works of the company" wherever those expressions appear in the said provisions.

7. Environmental Provisions. 7.1 For the purposes of this Clause 7 the following terms shall be defined as follows:- "Hazardous Material" shall mean any

substance:- (a) the presence of which may require work of containment, restoration, remediation or clean-up to be undertaken under any applicable law whether on or off the Owner's Land; (b) the presence of which causes or threatens to cause a nuisance whether private or public or a statutory nuisance; or (c) which in an uncontained form may cause pollution of the environment (the expression "environment" meaning all or any of the following media namely the air, water and land and the medium of air including the air within buildings and the air within other natural or man made structures above or below ground) or harm to human health or detriment to the amenities of the locality; or (d) which is otherwise toxic, explosive, radioactive, corrosive, carcinogenic or mutagenic; or (e) without limitation which contains polychlorinated biphenyls (PCBs) asbestos or urea formaldehyde foam insulation. "Environmental Requirements" mean all applicable present and future authorisations registration duties of care codes of conduct regulations, standards, notices, permits, consents, approval and licences issued, imposed or directed by any relevant body (including but not limited to a United Kingdom Government Department Authority or Inspectorate, a Local Authority, a Waste Regulation Authority, a Water Authority and the Scottish Environmental Protection Agency) relating to:- (a) the use of the Owner's Land, (b) the processes of manufacture, treatment, storage, disposal and release of Hazardous Material on, under, above, in, or about the Owner's Land, (c) the transfer, disposal and deposit of Hazardous Material, (d) the transportation of Hazardous Material to, from or across the Owner's Land, (e) the health and safety of employees and visitors and contractors and other persons at or in the vicinity of the Owner's Land, (f) otherwise relating to the protection of the environment and/or the protection of human health and all requirements pertaining to reporting notification and disclosure of information to employees to the public and to any relevant body aforesaid concerning any matter referred to above; "Pipeline Works" means the laying down, constructing, maintaining, renewing, repairing, altering, replacing, protecting and rendering unusable the Pipeline. 7.2 The Company shall at all times and at its own cost and expense obtain and retain in full force and effect all Environment Requirements whether existing at the date of this Deed or existing at any time thereafter required in relation to the Company's use of the Pipeline and the Company's undertaking of the Pipeline Works and the Company shall not cause, permit or suffer the existence or the commission by the Company, its agents, employees, contractors or invitees or any other person for whose acts and omissions the Company are legally responsible of any non-compliance with or contravention of any such Environmental Requirements. 7.3 Notwithstanding the Company's obligations in this Deed it shall have no liability under the terms of this Deed or otherwise as a result of the presence in, on, over or under the Owner's Land or any adjoining or neighbouring property at the date of this Deed of contaminative substances or as a result of such previous, present or future uses of the Owner's Land or any adjoining or neighbouring property as have resulted in the release of contaminative substances ("Contaminative Uses") except where Contaminative Uses are as a result of the Company's use of the Pipeline or the Company's undertaking of the Pipeline Works. 7.4 The Company shall as soon as is reasonably practicable rectify (or pay to make good or rectify), remediate, remove, treat or render harmless, contaminative substances or rectify (or pay to make good or rectify) or remediate any damage or other adverse consequence of any Contaminative Uses where such contaminative substances or Contaminative Uses are a result of the Company's use of the Pipeline or the Company's undertaking of the Pipeline Works it being presumed that this is so unless the contrary be established. 8. Title Provisions. 8.1 The Consentor for all right, title and interest competent to it consents to the grant of the servitude and other rights contained in this Deed and the whole terms, obligations, provisions and conditions thereof to the effect that the servitude and other rights hereby constituted shall be valid and effectual to the Company against the Consentor. 8.2 The Owner agrees that ownership of the Pipeline is reserved to company which shall be bound by acceptance hereof to free and relieve the Owner in all time coming of all public burdens and assessments levied in respect of the same or the rights hereby granted or occupancy of the Pipeline in all time coming. This is the Schedule referred to in the foregoing Grant of Servitude Part 1 of the Schedule The Owner

Trustees for Firm of Messrs. Robert Pow. Part 2 of the Schedule The Consenter and its interest N/A. Part 3 of the Schedule The Price and Date of Entry Price: £29075 Date of Entry: 26th January 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land Parts of the Lands and Farm of Inveravon. Part 5 of the Schedule Dominant Tenements The Blackness Compound at Stacks Farm, Blackness, West Lothian; and The component parts of the Grangemouth Chemical and Refinery Complex Part 6 of the Schedule The Schedule of Conditions BP CHEMICALS LIMITED BP OIL GRANGEMOUTH REFINERY LIMITED BLACKNESS TO GRANGEMOUTH NATURAL GAS PIPELINE SCHEDULE OF CONDITIONS NOTE In order to assist the Company in carrying out effective maintenance and protection of the Pipeline, the owners and occupiers of land crossed by the Pipeline are asked to notify the Company through their Pipelines Division Manager (or such other person as the Company may from time to time notify the owners and occupiers in writing) at their office at PO Box 30, Bo'ness Road, Grangemouth, Stirling, FK3 9XQ of the name and address of any person to whom they grant or assign any interest in the said land or any part thereof. The Grant of Servitude will contain provisions restricting planting, etc. on the wayleave width and controlling what and the manner in which things can be done over and near to the Pipeline. The Company would emphasise how important these provisions are. The Company will carry out periodic inspection but you are asked not to do anything which is likely to damage the Pipeline. Of course, this does not affect normal agricultural operations which do not affect the Pipeline - again this is as stated in the Grant of Servitude.

INDEX TO SCHEDULE

Condition 1	Payments by Company to Owner
Condition 2	Time of Payments
Condition 3	Working width
Condition 4	Depth of Pipeline
Condition 5	Ditches, Open Water Courses etc.
Condition 6	Drains etc
Condition 7	Water Supplies
Condition 8	Straying of Stock
Condition 9	Fencing
Condition 10	Dykes and Walls
Condition 11	Hedges
Condition 12	Access
Condition 13	Use of Private Roads and Working Spaces
Condition 14	Fishing and Sporting Rights
Condition 15	Timber
Condition 16	Fossils and other Articles of Value
Condition 17	Restoration of Land
Condition 18	Trial Borings
Condition 19	Notice and Programme of Work

Condition 20	Record of Condition
Condition 21	Supervision of Work
Condition 22	Cathodic Protection
Condition 23	Above-ground Equipment
Condition 24	Minerals
Condition 25	Reinstatement or Compensation
Condition 26	Compensation
Condition 27	Payment of Compensation
Condition 28	Surface Works
Condition 29	Claims Against Owner
Condition 30	Professional Charges and other Costs
Condition 31	Payment to Account
Condition 32	Abandonment
Condition 33	Transfer of Pipeline
Condition 34	Additional Safeguards for Owners
Condition 35	Areas infected by Disease
Condition 36	Brucellosis
Condition 37	Potato Cyst Eelworm
Condition 38	Inspection and Maintenance
Condition 39	Identification
Condition 40	Damage
Condition 41	Damage caused by contents of pipe
Condition 42	Explosives
Condition 43	Arbitration
Condition 44	Notices to Company
Condition 45	Diversion or Compensation
Condition 46	General

1. PAYMENTS BY THE COMPANY TO THE OWNER The Company shall pay to the Owner for the Servitude which is 6.3 metres or thereby wide £25.00 per metre. 2. TIME OF PAYMENTS Payment of the sums due under Condition 1 above insofar as not already paid by the Company shall be made on the Date of Entry (satisfactory evidence of title having already been produced by that date). In addition, payment of the professional charges and other costs incurred by the Owner referred to in Condition 30 below incurred up to the Date of Entry (insofar as not already paid by the Company) shall be paid by the Company within 14 days of the Date of Entry or, in the event that appropriate invoices have not been submitted to the Company by

the Date of Entry, within 14 days of the receipt by the Company thereof. 3. WORKING WIDTH The Working Width shall not normally exceed 26 metres. Additional working width may be required at crossing points of roads, railways, rivers or similar obstacles. This Working Width will apply to initial construction and subsequent entry for maintenance, repair, inspection, protection, renewal or removal of the Pipeline. 4. DEPTH OF PIPELINE Except where adequate protection for the Pipeline can be achieved at a lesser cover or where rock is encountered or where a vertical deviation is reasonably required for engineering purposes the Pipeline shall be laid and maintained at a cover of not less than one metre from the original surface of the land to the top of the Pipeline. Where rock is encountered on or near the surface the Company shall consult with the Owner and the Pipeline shall be laid and maintained at such a depth as may be safe having regard to the surface of the land but in any event so that the top of it shall not be less than one half metre below the top of the rock stratum or one metre below the original surface of the land whichever is the less. The Pipeline shall, wherever practicable, be laid and maintained so as to avoid continuing interference with normal agricultural operations. Where cover is less than one metre, the Owner shall always be told of the depth of the Pipeline as laid in his land and a record shall be kept by the Company. At road, rail, river and canal crossings and other obstacles special arrangements must be made after consultation with the Owner. Where the Pipeline intersects pipes or drains, the Company agrees to increase the depth of the Pipeline to allow a minimum of 150 millimetres clearance between the Pipeline and any such pipes or drains. Temporary underpinning, supports and other protective measures for buildings, structures and apparatus in or adjacent to the pipe trench shall be of proper design and sound construction and shall be securely placed to the reasonable satisfaction of the Owner and of the Company's Planning Supervisor or other authorised local representative. 5. DITCHES, OPEN WATER COURSES, ETC. Where the Pipeline crosses a ditch, open water course, etc. it will be laid beneath the ditch, water course, etc., 150 millimetres protective concrete will be laid above the Pipeline and there will be not less than 600 millimetres between the true cleaned bottom of the ditch, water course, etc. and the top of the protective concrete. The Company will take such precautions as are possible to minimise the amount of silt carried away during the disturbance of ditches, open water courses, etc. and the amount of silting of ditches, open water courses, etc., arising from the laying of the Pipeline will be ascertainable from the Record prepared in accordance with Condition 20, which will, if so required by the Owner, cover the whole course of such ditches, water courses, etc. through the lands concerned and will feature in the claim for damage. The Company shall maintain all such ditches, water courses, etc., in effective condition throughout the pipe laying operations. The foregoing is, however, without prejudice to any claims for damage or deterioration by silting attributable to the Company's operations after the laying of the Pipeline whether the ditches, water courses, etc., alleged to be so affected may have been noted in the Record or not. 6. DRAINS ETC. Particular care shall be taken to ensure that the minimum amount of damage or disturbance to land drains is caused and where applicable, the Pipeline shall be laid to run below the level of the land drain. The Company will as soon as is reasonably practicable reinstate to proper levels, using skilled drainers, all drainage systems interfered with during the construction work all to the reasonable satisfaction of the owner. In the case of underground drains where any interference with the drainage system (including natural drainage) has been caused by the construction or the presence of the Pipeline in the Owner's Land (it being presumed that this is so unless the contrary be published), the Company will remain responsible for ensuring at least the same standard of drainage as existed before the construction work, normal wear and tear excepted. Drains shall be prominently marked with pegs at the side of the trench as soon as they are located during excavation. The reinstatement will include the laying of agricultural field drain tiles on batons of suitable thickness or alternative materials agreed with the Owner, the provision of additional drains (should these be considered necessary in the opinion of a skilled drainer) and the lifting and relaying of field drain tiles where depression of the ground by heavy equipment has taken place. Before replacing drains the trench shall be filled and compacted to the level of the drain and the trench cut back on each side a distance of not less than 300

millimetres to provide a firm bed for the make-up piece. Prior to and during reinstatement, the Owner will be given the opportunity to inspect the work before the drains are covered over with soil. Such inspection however, will be in no way regarded as relieving the Company of any liability they may have for the continued efficiency of the drains.

7. WATER SUPPLIES The Company will use every endeavour to ensure that, at all places where water is customarily used or drawn, there will be an uninterrupted adequate supply of unpolluted water throughout the period of the Company's operations. The Company will discuss with the Owner how this can be arranged before entry to the land is given. The Company will repair forthwith all water supply pipes damaged during the work of laying the Pipeline and restoring the surface of the ground to the reasonable satisfaction of the owner. To avoid damage, particularly to lead pipes, from compression of earth by mechanical diggers the track will be excavated by hand digging for a distance of 20 metres on either side of all water supply pipes or such lesser distance as may be agreed with the Owner. In addition the track of any water pipe will be protected within the Working Width. The Company shall as soon as is reasonably practicable reinstate to their former condition, immediately the Pipeline is laid, all catchment areas, water courses, springs, reservoirs, collecting and storage tanks, etc., related to private water supplies which have been interfered with as a result of construction.

8. STRAYING OF STOCK The Company will take such precautions as are reasonably and practicably necessary to prevent or minimise the risk of the straying of livestock via the Working Width on to neighbouring land and will relieve both the owner of such livestock, and the Owner of all loss, damage or claims arising from the straying of such animals and will pay proper and reasonable compensation for injury to or death of the animals themselves where such straying is due to an act or omission on the part of the Company.

9. FENCING The Company shall, during construction of the Pipeline and before starting any work in any area, fence off the Working Width including the Servitude Strip with a proper and efficient stockproof fence or such fences as the Owner may reasonably require which fences in the case of sheep shall be limited to sheep netting (which the Owner or occupier shall be entitled once the Pipeline has been laid to take down and use elsewhere) and where there is no stock shall be limited to posts and single wire. The Company shall at their own expense maintain any such stockproof fences in a stockproof condition from the date of erection until such time as reinstatement of the land has been completed. The Company shall then remove the fences at their own expense, unless otherwise agreed. The Company shall erect such stockproof fences in such a manner as to enable livestock to have access so far as practicable to the whole field. The Company shall, during construction of the Pipeline, at their own expense erect straining posts in field boundary fences where they are intersected by the Working Width. Each part of the field boundary fence shall be secured and strained to these straining posts. When reinstatement of the land has been completed, the Company at their own expense shall fully restore the field boundary fence to its former condition using new materials. Where a field boundary fence, hedge, wall or dyke is intersected by the temporary fences along each side of the Working Width, the Company shall make due provision to ensure so far as possible that no stock can cross such boundaries at the point of intersection. All restoration work shall be carried out by skilled fencers.

10. DYKES AND WALLS Restoration of dry-stone dykes and other walls will be done by recognised and established skilled tradesmen to the reasonable satisfaction of the Owner.

11. HEDGES All hedges destroyed or rendered ineffective by the operations of the Company will be replaced as soon as is reasonably practicable by suitable types of fencing to the reasonable satisfaction of the owner; and in such cases the Owner if the Owner so elects will be entitled at the expense of the Company to replant the hedge so destroyed or rendered ineffective and to require protective stockproof fencing to be erected and maintained until the replanted hedge is reasonably established.

12. ACCESS The Company will provide appropriate and adequate crossings over the open pipetrack where the pipetrack intersects roads, drives, paths, etc. and if necessary will provide alternative accesses for the Owner and any other person entitled to use such roads, drive, paths, etc.

13. USE OF PRIVATE ROADS AND WORKING SPACES The Company and their contractors in certain cases will require access to the Servitude Strip or Working Width, as appropriate over private roads and over land

where there are no roads. They will also require small areas of ground outwith the Working Width for storage of plant and equipment. Such facilities will be negotiated by the Company with the Owner well in advance of entry and the Company will be responsible for ensuring that all persons employed in connection with the Pipeline keep to these agreed roads, routes and working area and when going to and from work through private ground, the workmen will be conveyed by lorry to the pipetrack or as near thereto as possible. In cases where there is doubt as to what weight can safely be carried on private roads and bridges, which it is agreed the Company can use, the question will be referred to a qualified road surveyor preferably of the local Roads Authority. The Owner must negotiate with the Company and not with the contractors in regard to any such access. All damage arising from the use by the Company of roads, paths, bridges, working areas etc. will be reinstated as soon as is reasonably practicable to the reasonable satisfaction of the Owner and the Company shall provide and lay tarmac, asphalt, concrete, hardcore, bottoming, etc. as required in reinstatement and in particular the assessment of damage to roads and bridges which had been used by vehicles will take account of invisible damage to road and bridge foundations, compression and side thrust to the detriment of bridges, roadside, walls, fences, hedges, etc. 14. FISHING AND SPORTING RIGHTS The Company will take all reasonable and practical steps to protect fishing and sporting rights in or over land which may be affected by the construction, use and removal of the Pipeline and will pay compensation for any loss or damage suffered in respect of such rights due to such construction, use and removal. In the event of stock, game or wild life being taken by any of the workmen engaged on the construction, the Company will accept responsibility and in the case of serious poaching or theft, will remove the party or parties responsible and provide proper and reasonable compensation to the Owner. Dogs or other animals, shotguns or firearms will not be permitted on the site. 15. TIMBER The Company may remove all trees within five metres of either side of the Pipeline (such area being hereinafter referred to in this Condition 15 as "the tree clearance area"). The Company shall be entitled to remove trees within that part of the Working Width that does not comprise the tree clearance area only after consultation with the Owner. All trees shall be valued before felling commences and all saleable timber shall remain the property of the timber owner or be purchased from such owner at full market value at such owner's option and (if not purchased) shall be disposed of in accordance with the reasonable requirements of the timber owner. Proper and reasonable compensation shall be paid where applicable for loss of amenity. Proper and reasonable compensation shall be paid for any damage to established woodlands caused by windblow resulting from the rights obtained by the Company, provided that reasonably prompt notice of claim is given to the Company. In so far as the following items, namely, loss of future profits (subject to appropriate deferment) on trees felled before maturity, sterilisation of the tree clearance area, future fencing and drainage costs, protection costs such as fire protection and vermin control, edge effect and the repayment of any grant due to the Forestry Commission are caused by the rights obtained by the Company, proper and reasonable compensation shall also be paid for such items by the Company. The cost of initial and subsequent clearance of scrub growth of the tree clearance area shall also be met by the Company. Compensation shall be paid for additional extraction costs due to the existence of the Pipeline. 16. FOSSILS AND OTHER ARTICLES OF VALUE During the course of work and the exercise of the rights granted to the Company, fossils, coins or other articles of value may be discovered. As between the Owner and the Company, the Company regards such objects as being the property of the Owner. The Company will use its best endeavours to comply with the reasonable requirements of the Owner with respect to such objects provided that the Owner shall pay all the costs reasonably incurred by the Company in so doing. 17. RESTORATION OF LAND 17.1 The land will, in every respect, be restored to its former condition as far as is practicable to the reasonable satisfaction of the Owner. Top-soil and subsoil, where applicable, will be kept apart from all other excavated material; all trenches will be back-filled as soon as possible after the laying of the Pipeline and great care will be taken to ensure that this back-fill is consolidated; any excavated material will be replaced with top-soil uppermost and any distinct subsoil layers in their original sequence and

properly cross-ripped to restore the land to its former condition the soil replaced being of the correct structure and quality. No large stones excavated in the course of construction works will be left on the surface. If required to ensure full restoration, the Company shall provide additional top-soil. Cultivated turf shall be supplied where appropriate. The top-soil of agricultural land shall be left in a loose friable and workable condition and at its original full depth, over the whole Working Width. If the Owner demands it, the Company shall loosen with an agricultural cultivator the top 300 millimetres of sub-soil on areas from where the top-soil has been removed.

17.2 The Owner shall have the option (to be confirmed in writing beforehand to the Company) of carrying out at the Company's expense any necessary cultivations, including the sowing of seeds and fertilisers for the restoration of the land to its former condition. The Company shall provide at their own expense any seeds and fertilisers which the Owner may require to complete the restoration.

18. TRIAL BORINGS Any trial borings to be made by the Company or their contractors prior to the commencement of construction work will be carried out at times to be agreed with the Owner; The Company shall pay to the Owner in addition to the other sums payable hereunder, the sum of £100.00 in respect of each such trial boring prior to such boring being made and shall also promptly and properly compensate the Owner for any crop loss occasioned by such trial borings and associated access; these borings will be made with as little disturbance as is reasonably practicable and in all cases where possible by means of portable augers.

19. NOTICE AND PROGRAMME OF WORK The Company as well as arranging in advance of entry to land the matters relating to fencing, water supplies, private roads usage and tree felling, all as provided for in these Conditions will give the Owner not less than twenty-one days' written notice of the intention to commence operations and such notice will include an indication of the movements of plant equipment. The Company will give to the Owner as soon as possible and before entry is given such details of the proposed works as concern the Owner including the estimated dates of commencement and completion of the section of the Pipeline applicable to the Owner's land and at the same time the Company will, if requested, provide the Owner with a 1:2500 scale plan of the Owner's land affected by the Servitude with the pipe track shown thereon. The Company's Planning Supervisor or other authorised local representative will advise the Owner in advance (providing as much notice as is reasonably practicable) of any alterations in the programme of work.

20. RECORD OF CONDITION Before the works are begun the Company shall if required by the Owner prepare at the Company's own expense a written record of the condition of any affected property for agreement with the Owner.

21. SUPERVISION OF WORK The works throughout will be carried out under the supervision of the Company who will be responsible (a) for appointing a sufficient number of local representatives authorised to maintain contact with owners of land and deal with any complaint arising and (b) for notifying owners of land of the identity address and telephone number of the appropriate representatives. The Company will accept responsibility and will be liable for the actions of the Contractors, their Sub-Contractors and all persons employed in connection with the Pipeline and all negotiations or approaches by the Owner shall be conducted with the Company through its Planning Supervisor or other authorised local representative.

22. CATHODIC PROTECTION Where cathodic protection of the Pipeline is provided by the Company all buildings, structures or water pipes on or under adjoining land which are likely to be detrimentally affected (other than pipes, cables or like apparatus or any structures laid or constructed in the land by third parties after construction of the Pipeline) shall be protected by the Company either by bonding-in such buildings, structures or water pipes to the protective system or by some equally effective method all to the reasonable satisfaction of the Owner, subject in either case to such reasonable facilities being afforded to the Company as may be required for that purpose.

23. ABOVE GROUND EQUIPMENT When it is necessary to construct or place any permanent above ground equipment on the line of the Pipeline, the Company unless bound by circumstances outside its control, will agree the siting with the Owner of the land in question so as to cause as little obstruction or inconvenience as may be possible in the working of the land. The line of the Pipeline will where practicable be marked at field boundaries by means of marker posts. Special locked gates, pedestrian

crossings over ditches, steps, stiles and aerial marker posts may also be installed where necessary though gates, steps and stiles will not be constructed at the boundary between lands in different occupation (unless the relevant occupiers are related or connected parties and wish such stiles to be constructed) nor will steps or stiles be erected on field boundaries adjacent to highways roads or footpaths without the agreement of the owners concerned, such agreement not to be unreasonably withheld or delayed having regard to the need for a safe means of access on behalf of the Company.

24. MINERALS An adaptation of the mining code laid down by the Mines (Working Facilities and Support) Act 1923 will also be incorporated in the Grant of Servitude, so that if at any future time the existence of the Pipeline prevents the extraction of minerals, the mineral owner and the royalty owner may obtain compensation for their loss.

25. REINSTATEMENT OR COMPENSATION The Company accepts as a general principle, that the Company will carry out reinstatement of land rather than pay compensation.

26. COMPENSATION

26.1 Where no restoration or only partial restoration is carried out by the Company or where restoration is not to the satisfaction of the Owner, the Company shall compensate the Owner for all damage which can be shown to be caused by the construction or position of the Pipeline to the Owner's land or to buildings or to any other erections, fences, ditches, drains, water supplies, gates, roads or to any other items in or on such land and in addition the Company shall pay compensation to the Owner for all loss, including loss of profit, for damage done to growing and future crops, grass land and grazings, for interference, disturbance and severance, for the loss of manurial values, for all extra cultivations and fertilisers and for any other reasonable expenditure (including additional field drainage or ditching required to bring the land back to its original state) and for any other proper and reasonable additional costs which can be shown to be attributable to the construction or position of the Pipeline.

26.2 In the event of any livestock being damaged, injured or killed due to the existence of the Pipeline or any works or any action carried out in connection therewith, the Company shall immediately pay the owner of the livestock full compensation of such owner's loss.

26.3 The Company accepts the general principle that the Owner may claim compensation for the proper and reasonable costs of their own time spent on matters arising from the laying of the Pipeline or the restoration thereafter of the land in question provided that no compensation will be payable where spending such time is not reasonably necessary having regard to the Company's obligations, procedures and practice under the Pipelines Act 1962 or any statutory modification or re-enactment thereof. For the purposes of this sub-clause, the expression "own time" may include the time spent on behalf of the Owner in question by their employees or agents.

26.4 Any loss or repayment of any grants will be taken into account in assessment of compensation to be paid. Further, provided that the Owner and/or relevant occupier produces to the Company copies of the Area Aid Application or such other relevant documentation under the Integrated Administration and Control Systems as the Company shall reasonably require, the Company will compensate for any loss of set aside arable area, livestock and like payments unavoidably incurred by the Owner or such occupier due to the laying or existence of the Pipeline and undertakers to use all reasonable endeavours to provide the Owner and any such occupier with such information as it can to enable, set aside and like payments to be obtained and further the Owner or occupier is advised to produce to the relevant agricultural department within ten days of entry by the Company onto the Owner's Land the form of the letter ICAS-NA attached and comprising Annex 1 to this Schedule of Conditions.

27. PAYMENT OF COMPENSATION Except in so far as inconsistent with Condition 45, any compensation due to the Owner shall become payable within one calendar month after written lodgement of the Owner's claim or any part thereof and interest shall be payable on the compensation due from the date of such written lodgement until the compensation is paid in full at one per cent over Bank Base Rate of the Bank of Scotland for the time being, provided that should the Company settle the Owner's claim within the calendar month as aforesaid there will be no liability to pay interest as aforesaid. In calculating any interest to be paid there shall be taken into account payments to account which the Company have made under Condition 31.

28. SURFACE WORKS Where the Company requires any additional permanent

surface works they shall attempt to site them according to the Owner's preference and shall ensure that these works occupy only a reasonable minimum of the Owner's land, and they will make such proper and reasonable payment to the Owner as they may agree with the Owner, which payment shall be additional to the payment sum specified in Condition 1 hereof.

29. CLAIMS AGAINST OWNER The Company will in all time coming free, relieve and indemnify the Owner against all claims made against the Owner by occupiers or third parties arising from the construction of the Pipeline or from its presence in the Owner's Land or from the escape of the Pipeline contents, except where such escape is due to the negligence or willful fault of the Owner and except where such claims arise from actions of persons employed in connection with the works expressly at the request of the Owner. It is agreed that for the purpose of this Condition, negligence should be determined having regard to the provisions relating to negligence in Condition 40. Notice of claims must be given to the Company in accordance with Condition 44 within twenty one days of the claim becoming known to the Owner, failing which the Company shall have discretion to deem any such claim to be invalid and no claim shall be settled or compromised without the prior consent of the Company. The Company shall procure that no actual criminal liability results to the Owner in consequence of any escape of the Pipeline contents unless caused by deliberate act of the Owner.

30. PROFESSIONAL CHARGES AND OTHER COSTS All professional charges properly and reasonably incurred by the Owner in connection with the acquisition by the Company of any servitude right of other interest in the land or in relation to any valid claim of any nature arising from the construction or existence of the Pipeline (other than claims excepted under Condition 29 above) will be borne by the Company. The Owner will be entitled to claim from the Company a sum equivalent to the appropriate RICS scale fee or other proper and reasonable reimbursement in respect of time spent.

31. PAYMENT TO ACCOUNT Where the precise amount of any items of compensation payable to the Owner cannot be fully determined within three months of making a claim therefor the Company will forthwith thereafter and without prejudice to the final settlement of the matter make such payment to account as the Company considers to be the proper amount attributable to that item or as may be otherwise agreed between the parties.

32. ABANDONMENT Should the Company at any time after construction of the Pipeline decide to abandon it, the Company will render the Pipeline and its ancillary works permanently safe and harmless in terms of Section 25 of the Pipelines Act, 1962 or any statutory modification or re-enactment thereof and will give the Owner written notice to that effect.

33. TRANSFER OF PIPELINE Upon any transfer of the Pipeline to any party the Company will ensure that all their obligations in respect thereof, including the obligation imposed by this Condition, will be undertaken by the party to whom any transfer is made, always provided the Company may transfer the Pipeline only to a party of sound financial status demonstrably capable of fulfilling the Company's whole obligations in respect thereof.

34. ADDITIONAL SAFEGUARDS FOR OWNERS Except in the case of emergency or where necessary to safeguard the Pipeline (as to which the Company shall be the sole judge). (a) work on the Pipeline shall normally cease at dusk but in the event of work continuing beyond dusk, the Owner shall be notified in advance; (b) the Company shall make suitable arrangements with the Owner in regard to the Company's operations during lambing and calving periods; (c) as far as is practicable the minimum amount of Pipeline trench will be open at any one time; (d) the Company will use all reasonable endeavours to keep disturbance to the Owner and/or the Owner's tenants and/or other occupiers of the Owners land and any livestock thereon to a minimum.

35. AREAS INFECTED BY DISEASE Should any area be declared an infected area (whether before or after completion of the works) on account of foot and mouth disease, fowl, pest, swine fever or other notifiable disease, the Company agrees that entry to the land shall be suspended except:- (a) with the approval of the Department of Agriculture, Environment and Fisheries for Scotland or the Ministry of Agriculture, Fisheries and Food as appropriate in exceptional circumstances, taking all precautions recommended by the Department of Agriculture, Environment and Fisheries for Scotland or the Ministry of Agriculture, Fisheries and Food as appropriate and adhering to any conditions placed on such entry by the said Department and/or Ministry and/or (acting reasonably) by the

Owner. (b) to remedy a breach or leak in the Pipeline, when entry shall be subject to the Company taking all such precautions as may be reasonably practicable in the circumstances. In the event of entry being taken for the purposes aftermentioned at (b) above in circumstances where such precautions are not taken or are inadequate the Company shall be responsible for all loss (not recoverable from any other source) sustained by the Owner as a result of an outbreak of the notifiable disease concerned occurring within the immediate period after the Company's employees leave the land equal to the officially recognised maximum incubation period for the disease concerned.

36. BRUCELLOSIS Where pasture land is grazed by accredited brucellosis free herds or herds in the process of being accredited the recommendations of the Ministry of Agriculture Fisheries and Food which have been agreed by the Company and the National Farmers' Union of Scotland shall apply, provided that the Owner notifies the Company well in advance to enable the necessary precautionary measures to be taken by the Company to avoid the risk of contamination.

37. POTATO CYST EELWORM The Company will in conjunction with the Owner directly affected by the pipe laying operations in seed potato growing areas, take such reasonable precautions as may be necessary to avoid the spreading of potato cyst eelworm (P.C.E.) from infested land on to the fields used or intended for use for the growing of seed potatoes.

38. INSPECTION AND MAINTENANCE (a) Except in the case of emergency reasonable notice will be given by the Company to the Owner of access required to the Servitude Strip or Working Width as appropriate for the purposes of inspecting (other than from the air) and maintaining the Pipeline or carrying out such alterations or renewals thereof as may from time to time be needful; (b) In the event of an outbreak of any notifiable disease (e.g. Foot and Mouth, Fowl, Pest and Swine Fever) in any district through which the Pipeline runs, all installation, construction, maintenance or repair work (but excepting emergency repair work) and inspections shall cease immediately and shall not again take place until the Department of Agriculture, Environment and Fisheries for Scotland consent to the resumption; (c) Notwithstanding the provision of Paragraph (b) of this Condition in the event that urgent repairs to the Pipeline and ancillary works should become necessary, the Owner shall not unreasonably delay or withhold permission to carry out such repairs unless the Department of Agriculture, Environment and Fisheries for Scotland expressly forbid any works in the area. The Company will be responsible for all loss sustained by the Owner as a result of an outbreak of the notifiable disease concerned during the period following the date of the Company's entry into the land for such urgent repairs until the immediate area is cleared by the Department of Agriculture, Environment and Fisheries for Scotland, provided that such loss can be shown to have been occasioned by the Company exercising the said right of entry.

39. IDENTIFICATION The Company's personnel, representatives, servants, agents or contractors will carry and must produce on request, adequate means of identification at all times when visiting or working on the Pipeline.

40. DAMAGE The Owner shall give written notice of the existence and approximate location of the Pipeline to any third party, prior to such third party carrying out any operation on land affected by the Pipeline ("third party" including but not limited to any employee of the Owner, any contractor, licensee or agent of the Owner or any person whatsoever acting with the knowledge or the permission of or under the authority of the Owner). Where a third party (not being an employee, contractor, licensee or agent of the Owner or acting under the authority of the Owner) proposes to carry out any operation on land affected by the Pipeline, the Owner shall, as soon as reasonably practicable said proposals become known to him, give notice of said proposals to the Company in accordance with Condition 44 below. If the Pipeline is accidentally damaged by the Owner or by any of his employees or by any contractor, licensee or agent of the Owner or by any other person whatsoever acting with the permission of or under the authority of the Owner while engaged in carrying out any operation on the said land, the Company shall bear the cost of the repairs or renewals of the Pipeline and the subsequent restoration of the land, except where such damage is due to the willful fault or negligence of the Owner or any of the other aforementioned parties for whom the Owner is responsible. The Company agrees that negligence of the Owner etc. shall not arise from the carrying out of any normal agricultural or forestry operations provided always that where

the Owner proposes within 3 metres on either side of the Pipeline to disturb the soil to a depth exceeding 500 millimetres to lay main or other land drains, to make ditches or water courses or to plough land for forestry purposes or for any other purpose, it shall give the Company fourteen days' prior written notice of its intentions and details of the methods by which it intends to carry out the operations. It is agreed that notice of such intentions etc. as are referred to in the immediately preceding paragraph shall be deemed to have been served on the Company if it is sent to the Company in accordance with Condition 44 below. On receiving such notice the Company will as soon as possible, within those fourteen days at its own discretion exercise its option of (a) agreeing, having taken any necessary precautionary measures, to the operations being carried out as planned, (b) laying down reasonable conditions under which the operations can be carried out or (c) providing extra support over the pipe track to enable the proposed operations to be carried out in which case they may lay down conditions for the use of such crossing or crossings. If the Owner fails to give due notice to the Company or fails to implement any of the conditions laid down by the Company or proceeds with the operations in the absence of a response from the Company it shall be liable for any damage that may be caused to the Pipeline by itself, its employees, contractors, licensees or agents, but by no other person. If within fourteen days of the receipt of such notice by the Company, the Owner shall not have received notice from the Company of any conditions under which the Owner's operations should be carried out, the Company shall be deemed not to have allowed the operations to be carried out as planned. Where the Company lays down conditions or fails to respond to the notice of the Owner's operations within the fourteen day period referred to, it shall promptly pay proper and reasonable compensation to the Owner for any hardship or loss (including additional expense and loss of profit). Provided that the Owner may use any vehicle of such type as is used for normal agricultural or forestry operations in its area for the time being without limit of weight, but if it wishes generally to have the right to use any unusually heavy vehicle for any agricultural or forestry purpose it shall inform the Company of the routes which such vehicle will follow when crossing the Pipeline to enable the Company to provide extra support over the Pipeline on such routes and thereafter, the Owner shall not be liable for any damage which may be caused to the Pipeline by the use of any such unusually heavy vehicle on such specified routes; and that provided that if after the Pipeline has been laid, the Owner wishes to use any unusually heavy vehicle for any purpose which will cross the Pipeline the same conditions shall apply as if the Owner wished to lay a main or other land drain within 3 metres on either side of the Pipeline.

41. DAMAGE CAUSED BY CONTENTS OF PIPE The Company shall promptly pay proper and reasonable compensation to the Owner in respect of any damage caused by the contents escaping from the Pipeline during construction or after completion thereof, except where such escape is due to the negligence or willful fault of the Owner. It is agreed that for the purposes of this Condition negligence should be determined having regard to the provisions relating to negligence in Condition 40.

42. EXPLOSIVES If the Company propose to use explosives, regulations regarding their storage and use shall be strictly observed and agreement shall be obtained from the Owner, Statutory Authorities and all others affected concerning their use and the timing of blasting operations. Once the Pipeline is operational, blasting by the Owner within one hundred metres of the Pipeline may be prohibited and proper and reasonable compensation for additional expense incurred by the Owner by reason of any prohibition will be payable. Notice of intention of use of explosives by the Owner shall be given to the Company in accordance with Conditions 40 and 44 and the Company shall have the options available to it in Condition 40 mutatis mutandis.

43. ARBITRATION In the event of any dispute between the Company and the Owner as to the amount of compensation payable or as to the amount or reinstatement required or as to the legal interpretation of any agreement entered into between the Company and the Owner or as to any other matter whatsoever arising between the Company and the Owner, the same shall be referred to an Arbiter to be appointed failing agreement, by the Sheriff of the County in which the Owner's land is situated.

44. NOTICES TO COMPANY All notices and other communications to be sent to the Company shall be sent by first class prepaid post

to the address given below, provided that the Company may at any time, on giving fourteen days' notice, designate a different or further address to which notices and other communications are thenceforth to be sent. If the time of such deemed receipt is not during customary hours of business, notice shall be deemed to have been received at 10.00 a.m. on the first working day thereafter. ("Working day" means a day other than a Saturday on which banks are or as the context may require, were generally open for business in Scotland). Address for notices and other communications:- BP PIPELINES DIVISION, BP CHEMICALS LIMITED, P.O. BOX 30, BO'NESS ROAD, GRANGEMOUTH, FK3 9XQ. for the attention of The Pipelines Division Manager. All notices and other communications to be sent to the Owner shall in the case of notices be sent by first class recorded delivery post and in the case of other communications be sent by first class prepaid post to the address of the Owner specified in part 1 of the Schedule or such other address as is notified in writing to the Company. Notices and communications shall be deemed to be effective on receipt.

45. DIVERSION OR COMPENSATION

45.1 In this Condition the following expressions shall have the following meanings that is to say:-

45.1.1 "development" means the carrying out of building, engineering or other operations in, over or under the Owner's Land, save that it shall not include:- (a) the construction of roads or motorways or (b) the installation of any pipelines, cables or public services or (c) the development of land under Governmental order for the purpose of a new town or urban development or (d) development permitted at the date hereof by development order or order or concession made under any statute or (e) mining operations.

45.1.2 "planning permission" means a planning permission granted under or pursuant to the Town and Country Planning (Scotland) Act 1997 or any statutory modification or re-enactment thereof.

45.1.3 "the diversion route" means the route to be agreed or determined in accordance with Paragraph 45.3 of this Condition.

45.2.1 If the Owner desires to carry out any development of land affected by the Pipeline, it will:- (a) supply to the Company full details thereof in writing and (b) use its best endeavours with the assistance if requested of the Company free of charge so as to arrange the development as to avoid the diversion of the Pipeline and will consult with the Company to this end.

45.2.2 If the following such consultation:- (a) the Owner obtains planning permission for the development but the same is prevented by reason of the position of the Pipeline or (b) planning permission for the development is refused by reason of the position of the Pipeline, The Owner shall give written notice to the Company stating whether or not the Owner requires the diversion of the Pipeline or part thereof whereupon the Company may in its unfettered discretion elect by notice in writing to be delivered within six months of the receipt of the Owner's written notice, either:- (i) to divert the Pipeline or part thereof along the diversion route or (ii) to pay to the Owner proper and reasonable compensation for the loss of the value of any part of the land of the Owner incurred by reason of the restriction of development due to the position of the Pipeline such compensation to be determined in default of agreement by an arbiter to be agreed between the Owner and the Company or failing agreement, to be appointed on the application of either party by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors. PROVIDED ALWAYS that if the Owner obtains planning permission for the development but does not give notice as aforesaid to the Company requiring diversion of the Pipeline or any part thereof it shall nevertheless notify the Company of the obtaining of such planning permission and if the Company shall be of the opinion that the development would be likely to cause damage to the Pipeline or any interference with the exercise of the Company's rights contained elsewhere in this Schedule or in the Grant of Servitude, the Company may elect to divert the Pipeline or part thereof along the diversion route.

45.3 The diversion route shall be such route within the land affected by the Pipeline as shall be agreed between the Owner and the Company or failing agreement, as shall be determined by an arbiter to be appointed by the President for the time being of the Institution of Civil Engineers as being the route which will cause the least possible interference with the use and enjoyment by the Owner of the land affected by the Pipeline commensurate with the reasonable requirements of the Company in connection with the reconstruction of the Pipeline and its use as part of the Pipeline as a whole.

45.4 On a diversion of the Pipeline or

part thereof under the preceding Paragraphs of this Condition: 45.4.1 no consideration shall be payable by the Company to the Owner but the Company shall make proper and reasonable compensation to the Owner of the land affected by the Pipeline in respect of any loss of profit or disturbance or damage to crops resulting from the diversion and the Company shall make good any damage to the surface of the land affected by the Pipeline to the satisfaction of the Owner. 45.4.2 the Pipeline's points of ingress to and egress from the land affected by the Pipeline shall not (save where the Owner otherwise allows) be varied and any special gates or marker posts at these points shall remain in situ. 45.4.3 the Owner's reasonable Surveyor's and legal fees and a sum for the Owner's time spent or referred to in Condition 30 in connection with the diversion shall be borne by the Company. 45.4.4 the Owner and all other necessary parties shall accept a surrender of the Grant of Servitude and enter into a further Grant similar in terms to the Grant surrendered except that there shall be no monetary consideration therefor and this Condition and all references to the Diversion Provisions shall be excluded therefrom. 45.5 As to the whole or any particular part of the Pipeline the said diversion or payment of compensation in lieu thereof shall take place or be payable once only. 46. GENERAL In this Schedule of Conditions:- 46.1 all the conditions in this Schedule shall (so far as relevant) apply equally to the maintenance, repair and renewal of the Pipeline as to the original laying of it and 46.2 all references to the Owner shall (with the exception only of such references in Conditions 1, 2, 16 and 45 of this Schedule) be deemed to include (where the Owner's Land or part(s) thereof are let) reference to the occupier(s) of such land or part(s) thereof. Annex 1 to Schedule of Conditions Form of IACS-NA Letter [Address] [date] Dear Sirs Blackness to Grangemouth Natural Gas Pipeline [] Farm - IACS Regulations I refer to the Integrated Administration and Control System (IACS) Regulations on Arable Area Beef, Sheep and Forage Area Payments and the Scottish Office Agriculture and Fisheries Department Guidance note (copy attached) concerning the Arable Area Payments Scheme and Forage Area under Livestock Schemes - Installation of Cables and Pipelines. Details of the working areas and proposed commencement date of the Project which is being undertaken for the joint benefit of BP Chemicals Limited and BP Oil Grangemouth Refinery Limited (collectively hereinafter referred to as "the Company") are given on the enclosed documentation/have previously been provided to you [NB delete which alternative be inapplicable]. To minimise disturbing the cropping arrangements, all construction works will be confined to the working areas which will be fenced off to an agreed standard before work is commenced. You are requested to advise the Company by notice addressed to BP Pipelines Division, BP Chemicals Limited, PO Box 30, Bo'ness Road, Grangemouth, FK3 9XQ marked for the attention of The Pipelines Division Manager of any current arrangements or proposals that you wish to carry out in the future which may be affected by construction works. Where appropriate the Company will indemnify you for all reasonable and proper losses suffered under the Arable Area Beef, Sheep and Forage Area Payments Scheme [but such loss shall be no greater than you would have suffered had there been no Scheme in operation]. Other losses are not the responsibility of the Company and you must take all reasonable steps to minimise your loss. You are also requested to notify the Company promptly of any reduction in the Scheme payments because of the construction works and such reduction must not be compromised or settled without prior consultation. If you have already completed the IACS Form before being informed of the proposed construction works then within ten days of entry on to the land by the Company, you must inform the Scottish Office Agriculture and Fisheries Department Area Officer of the alteration in the green cover or Arable Area Beef, Sheep and Forage Declarations or other set aside Management conditions. Yours faithfully, Part 7 of the Schedule Provisions of the Mining Code. This is a copy of the Provisions substituted by Part II of and the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 78 inclusive of the Railway Clauses Consolidation (Scotland) Act 1845. Provisions substituted by Part II of the Mines (Working Facilities and Support) Act 1923. Conditions under which minerals under railway may be worked. 71 (1) If the mine owner of minerals lying under an area of protection as hereinafter defined is desirous of working any such minerals, he shall give to the company and also the royalty owner (if any) notice of

his intention so to do at least thirty days before the commencement of the working and on the receipt of such notice the company and the royalty owner respectively may cause the minerals to be inspected by any person appointed for the purpose by the company or royalty owner as the case may be. (2) If it appears to the company that the working of any of the minerals to which such notice relates will be likely to damage the railway or works or any part thereof, the company may at any time after the receipt of such notice, give a counter-notice to the mine owner requiring him to leave unworked all or any part of such minerals and the counter-notice shall specify the minerals (hereinafter referred to as the specified minerals) so required to be left unworked and the particular portion of the railway or works (hereinafter referred to as the protected works) for the support of which the specified minerals are required to be left unworked. (3) Where any such counter-notice has been served on the mine owner, he shall forthwith serve a copy thereof on the royalty owner (if any). (4) Where any such counter-notice has been served on the mine owner, the specified minerals shall not be worked or got after the service of the counter-notice and the company shall pay compensation to the mine owner and the royalty owner (if any) for the loss caused by the specified minerals being left unworked. (5) The area of protection in relation to any seam of minerals shall be the area comprising any railways or works of the company and such a lateral distance therefrom on all or both sides thereof as is equal at each point along the railway to one-half of the depth of the seam at that point or forty yards, whichever be the greater; and, when the said lateral distance exceeds forty yards the area of protection shall be divided into two areas: (a) an inner area of protection consisting of the area comprising the railway or works and a distance of forty yards therefrom on all or both sides thereof; and (b) an outer area of protection consisting of so much of the area of protection as is not included in the inner area of protection. Compensation for leaving minerals unworked. 71A. (1) The compensation payable by the company to the mine owner and the royalty owner respectively for the loss caused by the specified minerals being left unworked shall, in default of agreement, be determined by arbitration: Provided that so far as such compensation is payable in respect of the value of specified minerals:- (i) the compensation payable to the mine owner and to the royalty owner shall be separately assessed; (ii) the compensation payable to the mine owner shall be a sum for each ton of the specified minerals, the rate per ton in the case of minerals lying under the outer area of protection being one-third of the rate which is or would be awarded in the case of minerals lying under the inner area of protection; (iii) the compensation payable to the royalty owner shall be based on the amount which would have been received from time to time by way of royalty in respect of the specified minerals if they had been worked out in the ordinary course and the royalties payable had been - (a) in the case of such of the specified minerals as lie under the inner area of protection, the same as those reserved by and payable under the lease comprising the minerals and subsisting at the date of the counter-notice; and (b) in the case of such of the specified minerals as lie under the outer area of protection, one-third of the royalties so reserved and payable with addition to such one-third of one penny per ton; (iv) in every case the arbiter shall state in his award the tonnage of the specified minerals on which his award is based. (2) The mine owner shall also be entitled to be paid by the company the amount of any increase in the cost of working any part of his minerals (other than the specified minerals) which may have been caused by the failure of the company to give the counter-notice within such a reasonable time as would have enabled the mine owner to avoid such increase in cost and in default of agreement, the amount so payable by the company shall be determined by arbitration. Power to work minerals not affected by a counter-notice. 72. (1) If within thirty days from the service by a mine owner on the company of a notice of intention to work any minerals no counter-notice is served by the company, the mine owner may, after the expiration of those thirty days and until a counter-notice is served, work any minerals to which the notice relates, so, nevertheless, that the same be done in the manner proper and necessary for the beneficial working thereof and according to the usual manner of working and minerals in the district where the same shall be situated. Where a counter-notice is served, whether before or after the expiration of the said thirty days, and the counter-

notice does not require the mine owner to leave unworked the whole of the minerals to which the notice relates, the foregoing provisions shall apply to any minerals to which the notice relates which are not specified minerals in like manner as if no such counter-notice had been served. (2) If any damage or obstruction is occasioned to the railway or works by any improper working of such minerals, the same shall be forthwith repaired or removed (as the case may require) and such damage made good by the mine owner at his own expense; and if such repair or removal is not forthwith done, or, if the company think fit, without waiting for the same to be done by the mine owner, they may execute the same and recover from the mine owner the expense occasioned thereby by action. Liability in respect of authorised workings. 72A. (1) If a mine owner works any minerals lying under any part of the area of protection in the manner authorised by this Act, he shall nevertheless become liable on demand by the company (subject as hereinafter provided) to contribute towards the expenses properly incurred, or to be incurred, by the company from time to time thereafter in making good any damage caused by such working to the railway or works of the company (not being protected works comprised in any counter-notice relating to such area of protection) the appropriate percentage (if any) of those expenses, the appropriate percentage being such as is specified in the First Schedule to this Act according to the depth of the minerals being so worked. (2) The liability of a mine owner under this section in respect of any part of the railway or works on which such expenditure has been incurred shall not exceed an aggregate sum equivalent to sixpence for each ton of the commercially workable minerals, gotten or ungotten, in such part of any seams as lies under the area ascertained as respects the several seams in accordance with the rules contained in the Second Schedule to this Act, being seams which have been or are being worked under such area as aforesaid: Provided that, in ascertaining such aggregate sum as aforesaid, minerals gotten more than six years before the date on which a contribution shall have been demanded by the company under this section shall not be reckoned. (3) Any mine owner making a contribution under this section who is a lessee, shall be entitled to deduct from any royalties then or thereafter becoming due from him to the royalty owner under the lease, one-third part of the amount which he has so contributed as aforesaid, subject, however, to this limitation; that if the royalty payable by the mine owner under his lease is at the rate of less than sixpence per ton, the amount deducted shall not exceed the amount produced by multiplying one-third of such rate per ton by the tonnage of the minerals with reference to the aggregate amount of which the maximum liability of the mine owner is to be so calculated as aforesaid; and, where the mine owner is entitled to make such a deduction, the sum reserved by and payable under the lease shall be deemed to be the next amount arrived at after making the deduction: Provided that no such deduction shall be allowed when the liability of the mine owner to the company is a liability arising out of an arrangement between the mine owner and the company with respect to the working of minerals under or near the railway or works. (4) The liability of a mine owner under this section shall be subject to the following further limitation as respects damage done by workings in any single mine, that is to say that when the aggregate of the sums paid by the mine owner in satisfaction of such liability amounts to a sum equivalent to sixpence for each ton of commercially workable minerals, gotten or ungotten, in such part of any seams as lies within the mines and under an area extending laterally on both sides of the railway or works to a distance ascertained in accordance with Rule 1 of the said Second Schedule and extending longitudinally to a distance co-extensive with the portion of the railway lying over or adjacent to the mine, being seams which have been or are being worked under such area as aforesaid, the mine owner shall not be liable to make any further contribution under this section towards the expenses of making good any damage caused to any part of the railway or works by the working of such seams as aforesaid in that mine. For the purposes of this provision, all the minerals which the mine owner is entitled to work and which have been or would in the ordinary course of events and in accordance with good mining practice be worked from the same shafts or adits shall be deemed to be a single mine. Where the liability of a mine owner under sub-section (2) of this section is reduced by the operation of this sub-section, the right of the mine owner under sub-section (3)

thereof to make deductions from royalties shall be proportionately reduced. (5) Where a single mine, as herein-before defined, is held under leases granted by more than one lessor, any deductions which the mine owner is authorised under this section to make shall be made from the royalties payable to such one or more of such lessors, and in the latter case in such proportions, as in default of agreement may, on the application of the mine owner or any of the royalty owners, be determined by arbitration. (6) If any dispute arises as to the amount of the expenses towards which a mine owner is liable to contribute under this section, or the amount of his contribution, or the amount to be deducted as between a mine owner and a royalty owner, it shall be settled by arbitration, and, where any such arbitration between a company and a mine owner is to be held, the royalty owner (if any) shall be entitled to have notice of the intended arbitration, and to appear and be heard at the arbitration proceedings. Notices and accounts with respect to damage. 72B. (1) When and so far as reasonable and practicable the company shall give notice to the mine owner and the royalty owner (if any) affected specifying particulars of - (i) the railway or works to which damage has been caused or to which damage is apprehended from the working of any minerals under the area of protection sufficient to enable the same to be identified; (ii) the nature of the damage or apprehended damage; and (iii) the nature of the works intended to be carried out for the purpose of making good or preventing the damage. (2) The company shall keep separate accounts differentiating the cost of the ordinary maintenance of the railway or works from the cost of making good any damage caused to the railway or works by the working of any minerals under the area of protection and such accounts shall at all reasonable times, be open for inspection by or on behalf of a mine owner working minerals under or near to such railway or works and the royalty owner (if any) of such minerals. Rights of access through specified minerals. 73. If the working of any minerals is prevented under this Act by reason of a counter-notice, a mine owner whose minerals extend so as to lie on both sides of the specified minerals may cut and make such airways, headways, gateways or water levels through the specified minerals and the strata above or below the same or any of them as may be requisite to enable him to ventilate, drain and work his remaining minerals; but no such airway, headway, gateway or water level shall be cut or made upon or so as to injure any part of the protected works or within forty yards of any other airway, headway, gateway or water level, nor shall the same without the consent of the company (which consent shall not be unreasonably withheld) be greater than eight feet wide and eight feet high, unless the top of the same is more than one hundred and sixty yards below the average rail level of the protected works or if the top exceeds that distance, than thirteen feet wide and eight feet high. Additional expenses for severance. 74. (1) Where a counter-notice has been given by the company to a mine owner, the company shall from time to time pay to the mine owner the appropriate percentage (if any) of all such additional expenses and losses as may be incurred by such mine owner in consequence of such counter-notice by reason of - (i) the continuous working of the mine being interrupted; or (ii) the mine being worked in such manner and under such restrictions as not to prejudice or injure the protected works. (2) For the purpose of this section, the appropriate percentage means the percentage determined in accordance with the rules contained in the Third Schedule to this Act. (3) If any question or dispute arises between the company and the mine owner concerning the amount of such losses or expenses, or as to the appropriate percentage, it shall be settled by arbitration. (4) Where the minerals specified in a counter-notice lie in different seams, the amount payable by the company to the mine owner under this section shall be calculated separately as respects each seam. Provided that where the works on which any additional expenditure is incurred serve more than one seam, that expenditure shall for the purposes of this section, be apportioned between the seams served in such manner as in default of agreement, may be determined by arbitration. Compensation to surface owners. 75. If any loss or damage is sustained by the owner, lessee or occupier of the land over any specified minerals (not being the owner or lessee of the specified minerals) by reason of the making of such airway or other authorised work as aforesaid, where neither that work nor any like work, would have been necessary save on account of the prevention of the working of the minerals, the

company shall make full compensation to such owner, lessee or occupier of the surface for the loss or damage sustained by him, such compensation in default of agreement to be determined by arbitration. Rights of inspection. 76. (1) For ascertaining whether or not any minerals are being worked or are about to be or have been worked so as to damage the railway or works of a company, any person appointed by the company may, after at least twenty four hours notice has been given by the company, enter upon any land (through or near which the railway passes) which the company believe to contain or to have contained such minerals and may enter into and return from any such minerals or the works connected therewith; and, for that purpose, the person so appointed may make use of any apparatus or machinery belonging to a mine owner, and use all necessary means for discovering the distance from such railway or works to the parts of the minerals which are being or have been worked or are about to be worked; and, after giving a like notice, may inspect and take copies of so much of the working plans and sections of the mine as relate to minerals the working whereof affects or has affected or may affect the railway or works. (2) A mine owner who desires to work any minerals under or near to the railway or works of the company and also the royalty owner (if any) or any person duly authorised by either of them, may at any time either before or during or after the working thereof, upon giving at least twenty-four hours notice to the company and subject to such reasonable conditions as may be imposed by the company, enter upon the railway or works and inspect the same and take levels or particulars thereof. Penalty for refusal to allow inspection. 77. (1) If any mine owner refuses to allow any person appointed by the company for that purpose to enter into and inspect any such mines or works or to inspect and take copies of such plans and sections in manner aforesaid, every person so offending shall, for every such refusal, become liable to pay to the company a sum not exceeding twenty pounds. (2) If the company refuse to allow a mine owner or royalty owner or such duly authorised person as aforesaid to enter upon or inspect any railway or works or to take levels and particulars thereof in manner aforesaid, the company so offending shall, for every such refusal, become liable to pay to the mine owner or royalty owner a sum not exceeding twenty pounds. Protection against improper working. 78. If it appears that any minerals have been worked or are being worked contrary to the provisions of this Act or the special Act, the company may, if they think fit give notice to the mine owner thereof, requiring him to construct such works and to adopt such means as may be necessary or proper for making safe such railway or works and preventing injury thereto; and if after such notice, the mine owner shall not forthwith proceed to construct the works necessary for making safe the railway, the company may construct such works and recover the expense thereof from the mine owner by action. Power to vary rights by agreement. 78A. Notwithstanding anything contained in this Act, a mine owner, a royalty owner and the company or any two of them may, by agreement alter, extend or otherwise vary their respective rights under the provisions of this Act with regard to any minerals to which this Act applies, but not so as to prejudice the rights of any mine owner, royalty owner or company not a party to the agreement without his or their consent. Savings. 78B. (1) Nothing in this Act shall affect any agreement between the mine owner and the royalty owner for the payment of any rent or royalty; Provided that - (i) the payment of compensation by the company to the royalty owner in respect of any minerals shall extinguish any liability by the mine owner to pay any royalty in respect of the same minerals; (ii) the mine owner shall be entitled to make such deductions as are authorised by sub-section (3) of section 79A of this Act notwithstanding anything in any agreement between him and the royalty owner entered into before the first day of August, Nineteen hundred and twenty-three unless the agreement was made after the first day of November, Nineteen hundred and twelve and expressly or by necessary implication provided for the payment of royalties in respect of the minerals supporting the railway or works in the event of the mine owner working them in virtue of a right acquired by agreement or statute or otherwise or for the payment of royalties in respect of such minerals whether they are or are not worked; (iii) if the exercise by the company of powers conferred upon them by the foregoing provisions of this Act as to minerals in the area of protection will prevent the mine owner from working such quantity of

minerals as at the royalties reserved will produce the sum total of the fixed or minimum rent remaining payable under the lease or otherwise occasions serious hardship having regard to the obligation of the mine owner to pay such rent or owing to any provision in the lease restricting the time within which a deficiency due to previous short working may be made good, such adjustment shall be made between the royalty owner and the mine owner as failing agreement, may be determined by arbitration and any question whether the circumstances are such as to give rise to such a right of adjustment shall be similarly determined. Where at the time of the exercise by the company of such powers as aforesaid any deficiency due to previous short working which may be made good in a subsequent period exists, the amount of such deficiency shall be treated for the purposes of this proviso as if it formed part of the sum total of the fixed or minimum rent remaining payable under the lease. (2) Nothing in this Act shall alter, diminish or affect any right to let down the surface, either unconditionally or subject to payment of compensation or to any other condition, which a mine owner or royalty owner may possess, whether by statute, grant, lease, agreement or otherwise, derived from a title antecedent to the acquisition by the company of their interest in the surface or conferred on him by a reservation contained in the grant to the company and a mine owner having such a title and having served a notice in accordance with this Act with respect to the working of any minerals, shall be free to work any such minerals as to which a counter-notice shall not have been received, discharged from all the restrictions and provisions of this Act, other than those contained in sub-section (2) of section seventy-nine of the Act but, if a counter-notice is served, the minerals to which such counter-notices relates, shall for the purposes of the assessment of compensation payable to the mine owner or royalty owner under this Act for leaving the same unworked, be deemed to be minerals lying wholly under the inner area of protection and the appropriate percentage for the purpose of section eighty-one of this Act shall be one hundred. Interpretation. 78C. (1) In the foregoing provisions of this Act with respect to mines lying under or near a railway, unless the context otherwise requires - "Mine owner" includes the owner, lessee or other person entitled to work and get minerals; "Seam" in relation to minerals includes bed, lode and vein; "Surface" in relation to land includes any buildings, works or things erected, constructed or growing thereon; "Royalty" includes rent and any other reservation in respect of minerals by the acre, ton or otherwise; "Royalty owner" includes any person entitled to receive a royalty in respect of minerals; "Deficiency due to short working" means the amount by which the royalties payable under a lease of the minerals worked fall short of the fixed or minimum rent; "Lease" includes an under-lease or other tenancy and a licence; "Lessee" includes an under-lessee and a licensee. (2) For the purpose of the said provisions, the depth of a seam at any point of the railway shall be taken to be the distance between the rail level and the point where a line drawn vertically through the centre of the railway would first cut the seam of minerals except that for the purpose of ascertaining the area of protection, but not for any other purpose, the said distance shall, where the railway is carried through a tunnel, be measured from the point where the said line would cut the natural surface of the land instead of from the rail level. (3) Where in an arbitration under the said provisions there are more than two parties involved, then unless all the parties otherwise agree, the arbitration shall be conducted by a single arbiter appointed by the Board of Trade and the provisions of this Act with respect to the settlement of disputes by arbitration shall apply as if all the parties had concurred in his appointment as a single arbiter. Exemption from liability to leave support otherwise than under Act or agreement. 78D. Save as in this Act or the special Act or under any agreement between the company and the mine owner expressly provided, the mine owner as between himself and the company - (a) shall not be under liability to leave support either inside or outside the area of protection; and (b) shall be entitled to remove such support without being liable for any damage thereby caused to the railway or works or any part thereof; but so that the removal shall be done in a manner proper and necessary for the beneficial working of the minerals and according to the usual manner of working minerals in the district in which the same is situate. First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923. First Schedule Percentage of Contribution

Depth in Yards	Percentage	Depth in Yards	Percentage
160	Nil	270	21
170	3	280	23
180	5	290	24
190	8	300	25
200	10	350	30
210	12	400	35
220	14	450	40
230	15	500	45
240	16	550	50
250	17	600	55
260	19	650 and over	60

The percentage at intermediate depths to be in proportion. Second Schedule Rules for Ascertaining Area for the Purpose of Computing Maximum Liability of Mine Owner in Respect of Authorised Workings. 1. The area shall extend laterally on each side of (but not including) the inner area of protection to the following distance therefrom:-

If the depth of the seam is 160 yards or under -	Nil
If the depth of the seam exceeds 160 yards but does not exceed 170 yards	1 yards
If the depth of the seam exceeds 170 yards but does not exceed 180 yards	2 yards
If the depth of the seam exceeds 180 yards but does not exceed 190 yards	4 yards
If the depth of the seam exceeds 190 yards but does not exceed 200 yards	5 yards
If the depth of the seam exceeds 200 yards but does not exceed 210 yards	7 yards
If the depth of the seam exceeds 210 yards but does not exceed 220 yards	8 yards
If the depth of the seam exceeds 220 yards but does not exceed 230 yards	9 yards
If the depth of the seam exceeds 230 yards but does not exceed 240 yards	9 yards
If the depth of the seam exceeds 240 yards but does not exceed 250 yards	10 yards
If the depth of the seam exceeds 250 yards	to a line descending

outwards from the railway or works at an angle of one horizontal to five vertical from a point on the boundary of the railway or works at rail level until the depth of 650 yards is reached and thence descending vertically

2. The area shall extend longitudinally for a distance co-extensive with the part of the railway or works upon which expenditure has been incurred in making good the damage, together with a length beyond that distance at either end thereof equal to one-half of the mean depth of the seam or seams in question. Third Schedule Rules for Determining Percentage of Contributions to Additional Expenses for Damages Payable by a Company. 1. The percentage shall be one hundred if the specified minerals do not extend beyond the boundary of the protected works and shall diminish by one for every one-and-a-half yards by which the specified minerals extend beyond that boundary on each side thereof. 2. If the specified minerals extend to one hundred and fifty yards or more beyond such boundary, no payment shall be due by the company. 3. If the specified minerals extend further from such boundary on one side of the railway than on the other they shall, for the purposes for this schedule, be deemed to extend beyond such boundary for the mean of such distances on both sides of the railway. Note: The pipeline as shown on the plan annexed to the foregoing Grant of Servitude forms part of the pipeline indicated by a dark blue line between the points lettered A-B on Supplementary Plan No. 1 to the Title Plan.

Entry Number

Burden Detail

40 Grant of Servitude containing Disposition by James A Kennedy to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 12 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner James Alexander Kennedy. Part 2 of the Schedule The Consenter and its interest The Royal Bank of Scotland plc as heritable creditor. Part 3 of the Schedule The Price and Date of Entry Price: £135,000 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The subjects known as Grougfoot Farm, Linlithgow.

Entry Number

Burden Detail

41 Grant of Servitude containing Disposition by BP Oil Grangemouth Refinery Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner BP Oil Grangemouth Refinery Limited. Part 2 of the Schedule The Consenter and its interest N/A. Part 3 of the Schedule The Price and Date of Entry Price: £1 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land Part of Lands of North Haining on south side of Wholeflats Road.

**Entry
Number****Burden Detail**

42 Grant of Servitude containing Disposition by Trustees for Firm of Robert Cook & Sons to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner Helen Cook and others as Partners and Trustees for the Firm of Robert Cook & Sons. Part 2 of the Schedule The Consenter and its interest Clydesdale Bank Public Limited Company as heritable creditor. Part 3 of the Schedule The Price and Date of Entry Price: £53,360 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land Farm and Lands of Kinneil Mills.

**Entry
Number****Burden Detail**

43 Grant of Servitude containing Disposition by Hearst S A Hunter and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner Hearst Stuart Aitken Hunter and Jean Aitken or Hunter. Part 2 of the Schedule The Consenter and its interest The Royal Bank of Scotland plc as heritable creditor. Part 3 of the Schedule The Price and Date of Entry Price: £7800 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The Farm of Rousland.

**Entry
Number****Burden Detail**

44 Grant of Servitude containing Disposition by Alexander Naismith Seymour and Margaret Ann Seymour to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner Alexander Naismith Seymour and Margaret Ann Seymour. Part 2 of the Schedule The Consenter and its interest Abbey National plc as heritable creditor. Part 3 of the Schedule The Price and Date of Entry Price: £12,275 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land Land extending to 12.001 acres [at Inveravon].

**Entry
Number****Burden Detail**

45 Grant of Servitude containing Disposition by BG Public Limited Company to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the following terms: 1. Definitions In this deed and the Schedule hereto which shall be held to form part of these presents:- 1.1 The following expressions are used with the following meanings, that is to say:- "AGI Compound" means the area of land adjoining the BG Transco Compound acquired by BP Chemicals Limited from John Paul & Sons of Stacks Farm near Blackness forming part of the subjects described in Part 5 of the Schedule, together with the whole structures and erections (inclusive of plant and equipment in so far as heritable) from time to time erected thereon or contained therein; "BP Chemicals" means BP Chemicals Limited; "BP Oil" means BP Oil Grangemouth Refinery Limited; "Company" means BP Chemicals and BP Oil for the respective interests as heritable proprietors of the Dominant Tenements (as hereinafter defined) and their successors as such proprietors; "Consenter" means the person or persons (if any) whose name(s) is/are set out in Part 2 of the Schedule annexed thereto; "Cross Country Pipeline" means the 300mm cross country pipeline from Blackness to Grangemouth known or to be known as the Blackness to Grangemouth Natural Gas

Pipeline; "Date of Entry" means the date set out as the Date of Entry in Part 3 of the said Schedule; "Dominant Tenements" means the various subjects specified in Part 5 of the said Schedule, belonging respectively to BP Chemicals and BP Oil, together with all buildings and other structures erected or to be erected thereon; "Owner" means the person whose name and address is set out in Part 1 of the said Schedule as heritable proprietor of the Owner's Land (as after defined) and unless the context so precludes includes his successors in title as such proprietor; "Owner's Land" means the subjects described in Part 4 of the said Schedule; "Pipeline" means such part of the Cross Country Pipeline as has been or is to be laid through or under the Owner's Land and includes the pipe, together with any apparatus and works associated therewith and all signal and other cable and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "Price" means the sum set out in Part 3 of the said Schedule together with in addition (if the said Part 3 indicates that Value Added Tax is to be added to the Price) the amount (if any) exigible at the relevant time of supply in respect of such tax; "Schedule of Access Conditions" means the Schedule of Conditions comprising Part 6 of the said Schedule; 1.2 Words importing one gender include all other genders and words including the singular include the plural and vice versa and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. 2. Grant of Servitude. In consideration of the Price, the Owner HEREBY GRANTS AND DISPONES to the Company with entry as at the Date of Entry a servitude right of vehicular and pedestrian access with or without motor vehicles, plant equipment and materials over the road or access to be formed by the Company to the AGI Compound and the Cross Country Pipeline for the purpose of construction of the AGI Compound and laying of such Cross Country Pipeline and the subsequent inspection, maintenance and renewal and replacement of the AGI Compound or such Cross Country Pipeline or the said road or access or any respective part or parts thereof together with a right of access to such part or parts of the Owner's Land (other than the compound area within the existing site security fence said access being herein specifically excluded) for the purpose of constructing the said road or access which right hereby granted shall include the right (in so far as necessary for the operation of the AGI Compound or the Cross Country Pipeline) to lay and duct underground and subsequently use and maintain telephone and electricity cables and associated/ancillary apparatus in and along the route of said road or access. 3. Incorporation of the Schedule of Access Conditions. The servitude and other rights hereby granted are subject to the particular conditions relative to the exercise of such rights specified and contained in the Schedule of Access Conditions, which particular conditions shall apply as if repeated in full herein. 4. Title Provisions 4.1 The Consentor for all right, title and interest competent to it consents to the grant of the servitude and other rights contained in this Deed and the whole terms, obligations, provisions and conditions thereof to the effect that the servitude and other rights hereby constituted shall be valid and effectual to the Company against the Consentor. This is the Schedule referred to in the foregoing Grant of Servitude Part 1 of the Schedule The Owner BG Public Limited Company. Part 2 of the Schedule The Consentor and its interest None. Part 3 of the Schedule The Price and Date of Entry Price: £1 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land 0.53 acre of ground at Stacks farm, Blackness. Part 5 of the Schedule Dominant Tenements The Blackness Compound at Stacks Farm, Blackness, West Lothian; and The component parts of the Grangemouth Chemical and Refinery Complex Part 6 of the Schedule The Schedule of Access Conditions 1. The Company shall give the Owner at least two calendar months' written notice of intention to take entry for the purpose of construction and use of the new access road. 2. At the time of giving such notice the Company shall provide to the Owner full details of the method of construction of the road and the design of the proposed road over the Owner's Land and over the existing gas pipeline forming part of the National Transmission System (including protection measures) and any such further information as the Owner shall reasonably require and the Company shall not commence the construction of the road until it shall have received the written approval of the Owner of the method of construction, and the design of the

proposed road as aforesaid which approval shall not be unreasonably withheld or delayed, and the Company shall thereafter construct the road only in accordance with the approved method of construction and the approved design of the proposed road as aforesaid. 3. The Company shall comply with all engineering and safety requirements which the Owner may reasonably require relative to the access road crossing the Owner's Land and in particular with prejudice to the foregoing generality crossing the existing gas pipeline in such land. 4. In constructing the access road, the Company shall do as little damage as possible to the Owner's Land and shall complete its operations with out unnecessary delay, and shall reinstate land, which does not form the surface of the access road, all to the Owner's satisfaction forthwith on the completion of the construction of the access road. 5. In constructing the new access road, the Company and its appointed contractors will be bound by Transco Engineering Standard BGC/PS/SSW2 (Code of Practice for safe working in the vicinity of Transco Transmission Pipelines and Associated Installations Operating at pressures in excess of 7 Bar) and also Supplementary Operational Procedures for Works at Unodorised Gas Installations BGC/PS/SSW8. 6. The Company at its sole expense, shall maintain, (and if necessary reconstruct in accordance with the approved method of construction) and keep the access road in a thorough and complete state of repair. 7. The Company shall indemnify the Owner for all loss and damage which the Owner may sustain through the Company's operations for the Construction and subsequent maintenance and renewal of the access road. Note: The said access road lies on the south side of The Blackness Compound at Stacks Farm.

**Entry
Number**

Burden Detail

46

Grant of Servitude containing Disposition by William Braes and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 19 Nov. 1999, in the following terms: 1. Definitions In this deed and the Schedule hereto which shall be held to form part of these presents:- 1.1 The following expressions are used with the following meanings, that is to say:- "AGI Compound" means the area of land adjoining the BG Transco Compound acquired by BP Chemicals Limited from John Paul & Sons of Stacks Farm near Blackness forming part of the subjects described in Part 5 of the Schedule, together with the whole structures and erections (inclusive of plant and equipment in so far as heritable) from time to time erected thereon or contained therein; "BP Chemicals" means BP Chemicals Limited; "BP Oil" means BP Oil Grangemouth Refinery Limited; "Company" means BP Chemicals and BP Oil for the respective interests as heritable proprietors of the Dominant Tenements (as hereinafter defined) and their successors as such proprietors; "Consenter" means the person or persons (if any) whose name(s) is/are set out in Part 2 of the Schedule annexed thereto; "Cross Country Pipeline" means the 300mm cross country pipeline from Blackness to Grangemouth known or to be known as the Blackness to Grangemouth Natural Gas Pipeline; "Date of Entry" means the date set out as the Date of Entry in Part 3 of the said Schedule; "Dominant Tenements" means the various subjects specified in Part 5 of the said Schedule, belonging respectively to BP Chemicals and BP Oil, together with all buildings and other structures erected or to be erected thereon; "Owner" means the person whose name and address is set out in Part 1 of the said Schedule as heritable proprietor of the Owner's Land (as after defined) and unless the context so precludes includes his successors in title as such proprietor; "Owner's Land" means the subjects described in Part 4 of the said Schedule; "Pipeline" means such part of the Cross Country Pipeline as has been or is to be laid through or under the Owner's Land and includes the pipe, together with any apparatus and works associated therewith and all signal and other cable and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "Price" means the sum set out in Part 3 of the said Schedule together with in addition (if the said Part 3 indicates that Value Added Tax is to be added to the Price) the amount (if any) exigible at the relevant time of supply in respect of such tax; "Schedule of Access Conditions" means the Schedule of Conditions comprising Part 6 of the said Schedule; 1.2 Words

importing one gender include all other genders and words including the singular include the plural and vice versa and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. 2. Grant of Servitude. In consideration of the Price, the Owner HEREBY GRANTS AND DISPONES to the Company with entry as at the Date of Entry a servitude right of vehicular and pedestrian access with or without motor vehicles, plant equipment and materials over the road or access to be formed by the Company to the AGI Compound and the Cross Country Pipeline for the purpose of construction of the AGI Compound and laying of such Cross Country Pipeline and the subsequent inspection, maintenance and renewal and replacement of the AGI Compound or such Cross Country Pipeline or the said road or access or any respective part or parts thereof together with a right of access to such part or parts of the Owner's Land (other than the compound area within the existing site security fence said access being her4in specifically excluded) for the purpose of constructing the said road or access which right hereby granted shall include the right (in so far as necessary for the operation of the AGI Compound or the Cross Country Pipeline) to lay and duct underground and subsequently use and maintain telephone and electricity cables and associated/ancillary apparatus in and along the route of said road or access. 3. Incorporation of the Schedule of Access Conditions. The servitude and other rights hereby granted are subject to the particular conditions relative to the exercise of such rights specified and contained in the Schedule of Access Conditions, which particular conditions shall apply as if repeated in full herein. 4. Title Provisions 4.1 The Consenter for all right, title and interest competent to it consents to the grant of the servitude and other rights contained in this Deed and the whole terms, obligations, provisions and conditions thereof to the effect that the servitude and other rights hereby constituted shall be valid and effectual to the Company against the Consenter. This is the Schedule referred to in the foregoing Grant of Servitude Part 1 of the Schedule The Owner William Braes and Robert Braes. Part 2 of the Schedule The Consenter and its interest None. Part 3 of the Schedule The Price and Date of Entry Price: £50,000 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The Farm and Lands of Burnshot, Blackness. Part 5 of the Schedule Dominant Tenements The Blackness Compound at Stacks Farm, Blackness, West Lothian; and The component parts of the Grangemouth Chemical and Refinery Complex Part 6 of the Schedule The Schedule of Access Conditions 1. Provisions re Condition/Maintenance of Road 1.1 Before commencing to use the access road or track, the Company shall: 1.1.1 instruct the preparation of a record of condition of the existing state of condition of such access road or track and circulate such record at least twenty one days before so commencing to use the access road or track to both of the Owner and Transco (as owners of the adjoining compound with existing right to use such access road or track) for approval (such approval in both such cases not to be unreasonably withheld or delayed); 1.1.2 advise the Owner of the steps the Company intends to take to strengthen/improve the access road or track prior to taking pipeline construction traffic over it and again circulate appropriate details of such steps at least twenty one days before so commencing to use the access road or track to both the Owner and Transco for approval (such approval in both such cases not to be unreasonably withheld or delayed). 1.2 The Company shall be obliged to leave the access road or track on completion of the construction of the AGI Compound and the laying of the first 360 metres length of the Cross Country Pipeline in as good a condition as it was at the outset as evidenced by the abovementioned record of condition and in the event of the Company failing to do so the Company shall bring the access road or track up to such condition as soon as is reasonably practicable. 1.3 Thereafter the Company shall make good any specific damage other than fair wear and tear actually caused to the said access road or track by their exercise of the foregoing servitude right and shall be responsible for a share according to user of maintaining said access road or track. 2. Provision for Future Payments 2.1 The Price presently payable for the right to use the access road or track and to install underground telephone cables and associated apparatus is based on the aggregate of (a) £30,000 exclusive of any Value Added Tax thereon for the right to use the access for the purpose of construction of the AGI Compound and the first 360 metres length of

the Cross Country Pipeline; (b) £10,000 exclusive of any Value Added Tax thereon for the right to install underground telephone cables and associated apparatus and (c) £10,000 exclusive of any Value Added Tax thereon being the capitalisation over twenty years of the right to use such access and to make use of the rights in respect of underground telephone cables and associated apparatus. 2.2 In addition for every period of five years from the date falling twenty years after the Date of Entry that the Company wishes to continue to exercise its rights of access over the said road or track and to continue in use the underground telephone cables and associated apparatus there shall be payable by the Company to the Owner at or within twenty one days of the commencement of every such five year period or part thereof, such sum as shall be equivalent to the higher of (a) the sum of £5,000 (exclusive of VAT) and (b) the sum of £5,000 increased in proportion to the increase in the Retail Prices Index between the Date of Entry and the commencement of such period of five years. The parties shall endeavour to agree the appropriate sum in terms of the foregoing by not later than 6 months prior to the commencement of the five year period in question - in so far as an exact increase in the Retail Prices Index will not be known at that stage an approximation based on the previous indices will be used and payment will be made by the Company on that basis until an accurate figure can be calculated at which time there will be an accounting between the parties. If it becomes impossible by reason of any change after the date hereof in the methods used to complete the Retail Prices Index or for any other reason whatever to calculate the revised sum due by the Company by reference to the Retail Prices Index or if any dispute or question whatever shall arise between the parties with respect to the amount of the sum due or the construction or effect of this Clause the determination of the sum due or other matter in difference shall be determined by an arbiter to be appointed either by agreement between the parties or in the absence of agreement by the Chairman for the time being The Scottish Branch of the Royal Institution of Chartered Surveyors (or his duly appointed deputy or any person authorised by him to make appointments on his behalf) on the application of either party. The provisions of Section 3 (1) of the Administration of Justice (Scotland) Act 1972 shall not apply to any such arbitration resulting from the operation of this Clause. Such arbiter shall have full power to determine on such dates as he shall deem apposite what would have been the increase in Retail Prices had it continued on the basis and in view of the information assumed to be available for the operation of this clause or (if that determination shall also be impossible) to the difference between the amount of the sum payable immediately before the relevant five year period and the new sum due. Note: The right of access constituted in the above Grant of Servitude runs northwards to the Blackness Compound at Stacks Farm from the B903 road between Blackness and Bo'ness.

**Entry
Number**

Burden Detail

47 Grant of Servitude containing Disposition by James B. Smart to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner James Brown Smart. Part 2 of the Schedule The Consenter and its interest None. Part 3 of the Schedule The Price and Date of Entry Price: £20,600 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The farm and lands of Balderston.

**Entry
Number**

Burden Detail

48 Grant of Servitude containing Disposition by BP Chemicals Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner BP Chemicals Limited. Part 2 of the Schedule The Consenter and its interest

N/A. Part 3 of the Schedule The Price and Date of Entry Price: £1 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land Three areas of ground forming part of the Lands of Jinkabout and Smallburn.

**Entry
Number**

Burden Detail

49 Grant of Servitude containing Disposition by John B Irving and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 17 Aug. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner John Black Irving and Elspeth Mary Irving. Part 2 of the Schedule The Consenter and its interest The Royal Bank of Scotland plc as heritable creditor. Part 3 of the Schedule The Price and Date of Entry Price: £75 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The subjects known as Gardners Hall, Linlithgow.

**Entry
Number**

Burden Detail

50 Grant of Servitude containing Disposition by James B Smart to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner James Brown Smart. Part 2 of the Schedule The Consenter and its interest None. Part 3 of the Schedule The Price and Date of Entry Price: £1575 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land 13.8 hectares lying to east of A796 road.

**Entry
Number**

Burden Detail

51 Grant of Servitude containing Disposition by Alexander Galbraith and another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 22 Mar. 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner Alexander Galbraith and Jane Young Wilson or Galbraith. Part 2 of the Schedule The Consenter and its interest The Royal Bank of Scotland plc as heritable creditor. Part 3 of the Schedule The Price and Date of Entry Price: £29,675 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The lands and farm of Upper and Nether Kinneil.

**Entry
Number**

Burden Detail

52 Grant of Servitude containing Disposition by John W Paul and others to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 29 May 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner John William Paul, James Malcolm Paul and Graeme Russell Paul. Part 2 of the Schedule The Consenter and its interest None. Part 3 of the Schedule The Price and Date of Entry Price: £10,100 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The lands of Carriden (under exceptions).

**Entry
Number**

Burden Detail

53 Grant of Servitude containing Disposition by William A Cadell to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 29

May 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner William Archibald Cadell. Part 2 of the Schedule The Consenter and its interest None. Part 3 of the Schedule The Price and Date of Entry Price: £50,000 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The lands and estate of Bonnytoun.

Entry Number **Burden Detail**

54 Grant of Servitude containing Disposition by John Graham to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 26 Jun. 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner John Graham. Part 2 of the Schedule The Consenter and its interest The Royal Bank of Scotland plc as heritable creditor. Part 3 of the Schedule The Price and Date of Entry Price: £46,925 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The lands of Walton, Dyland and East Bonhard.

Entry Number **Burden Detail**

55 Grant of Servitude by BG Transco plc to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (West Lothian) 26 Jun. 2000, in the following terms: Definitions In this Deed and the Schedule hereto which shall be held to form part of these presents 1.1 The following expressions are used with the following meanings, that is to say: - "BP Chemicals" means BP Chemicals Limited "BP Oil" means BP Oil Grangemouth Refinery Limited "Company" means BP Chemicals and BP Oil for their respective interests as heritable proprietors of (firstly) the AGI Compound (as hereinafter defined) and (secondly) the Dominant Tenements (as hereinafter defined) and their interest as such proprietors of the Dominant Tenements in and to the Cross Country Pipeline (as hereinafter defined) and their respective successors (in both such cases) as such proprietors; "Cross Country Pipeline" means the 300mm cross country pipeline from Blackness to Grangemouth known or to be known as the Blackness to Grangemouth Natural Gas Pipeline; "Date of Entry" means the date set out as the Date of Entry in Part 2 of the Schedule hereto; "Dominant Tenements" means the various subjects specified in Part 4 of the Schedule hereto, belonging respectively and to the extent specified in the said Part 4 to BP Chemicals and BP Oil, together with all buildings and other structures and erections erected or to be erected thereon; "Owner" means the person whose name and address is set out in Part 1 of the Schedule hereto as heritable proprietor of the Owner's Land (as after defined) and unless the context so precludes includes his successors in title as such proprietor; "Owner's Land" means the subjects described in Part 3 of the Schedule hereto; "Pipeline" means such part of the Cross Country Pipeline as has been or is to be laid through or under the Owner's Land and includes the pipe, together with any apparatus and works associated therewith and all signal and other cable and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "Price" means the sum set out in Part 2 of the Schedule hereto together with in addition (if the said Part 3 indicates that Value Added Tax is to be added to the Price) the amount (if any) exigible at the relevant time of supply in respect of such tax; "Servitude Strip" means that part of the Owner's Land whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any point on the outer surface of the line of pipe forming part of the Pipeline, whether such mentioned point lies within the Owner's Land or not; 1.2 Words importing one gender include all other genders and words including the singular include the plural and vice versa and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. 2 Grant of Servitude In consideration of the Price, the receipt of which is hereby acknowledged, the Owner HEREBY GRANTS AND

DISPONES to the Company with entry as at the Date of Entry a heritable and irredeemable servitude right, tolerance and wayleave over the Owner's Land of laying down, constructing, maintaining, renewing, repairing, using, altering, inspecting, removing, replacing, protecting and rendering unusable the Pipeline in and through the Owner's Land and that along the line shown by a thick black line on the plan of a portion of the Owner's Land annexed and signed as relative hereto for the purpose and use of transmitting natural gas or other gases from time to time contained within the national gas transmission system between or among the Dominant Tenements (the servitude and other rights granted by this Deed being deemed to be annexed to each of the Dominant Tenements independently of the others); With full power and liberty to the Company and its officers, servants, agents, surveyors, inspectors, contractors and others having its authority to enter as and when necessary upon the Owner's Land with or without motor or other vehicles, plant, apparatus and materials for the purpose of laying down the Cross Country Pipeline and other works provided that, except in an emergency, before entering on or passing over or across the Owner's Land after the Pipeline is laid down with or without vehicles and plant, reasonable notice shall be given to the Owner and its tenants to enable it and them by itself or themselves or others of its or their appointment to superintend the said operation.

3 Company's Undertakings
The Company (with the intent of benefiting and protecting the Owner's Land and every part thereof both now and at all times in the future) hereby undertakes to the Owner that: -

3.1 in laying the Pipeline and other works, the Company shall do as little damage as possible to the Owner's Land and shall complete its operations without unnecessary delay and shall reinstate and make good all damage done to the surface of the ground by its operations;

3.2 the Company shall maintain and keep the Pipeline and other works always in a thorough and complete state of repair;

3.3 in laying the Pipeline and any subsequent works the Company and any appointed contractors will be bound by Transco Engineering Standard BGC/PS/SSW2 (Code of Practice for safe working in the vicinity of Transco Transmission Pipelines and Associated Installations Operating at pressures in excess of 7 Bar) and also Supplementary Operational Procedures for Works at Unodorised Gas Installations BCG/PS/SSW8;

3.4 the Company shall indemnify the Owner for all surface and other damage which it may sustain by or through the operations for the laying, construction, maintenance, renewal, inspection, replacing or removal of the Pipeline and other works and shall make good and repair all damage done to fences or to drains which may be severed and shall repair any other damage of whatever kind that may arise through its operations;

3.5 the Company shall make good to the Owner any damage or injury which may arise to the Owners Land from the leakage or bursting of the Pipeline through its operations and from its operations in the repair thereof and of the other works connected therewith and shall make full compensation to the Owners and its tenants and to its successors and assignees of the said Owners land in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

3.6 should the Company at any time after the construction of the Pipeline decide to abandon it, the Company will render the Pipeline and its ancillary works harmless in terms of Section 25 of the Pipelines Act 1962 or any statutory modification or re-enactment thereof and will give the Owner written notice to that effect.

4 Owner's Undertakings
4.1 The Owner (with the intent of benefiting and protecting the rights hereby granted both now and in the future) hereby undertakes to the Company that: -

4.1.1 the Owner will not do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and will take all reasonable precautions to prevent such damage or injury;

4.1.2 the Owner will not (without the prior written consent of the Company and where appropriate of the Secretary of State under Section 31 of the Pipelines Act 1962 or any statutory modification or re-enactment thereof) make or cause or permit to be made any material alteration to or deposit of anything on any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip;

4.1.3 the Owner will not erect any building or buildings or plant trees within a distance of five metres on either side of the Pipeline and the Owner shall permit the Company (if the

Company considers it necessary) to remove any buildings or trees within five metres of either side of the Pipeline provided that nothing herein contained shall prevent the Owners from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Company or their agents or from carrying on acts of good husbandry including fencing not causing such interference, obstruction or material deduction of the depth of soil as aforesaid; 4.1.4 the Owner will make good all damage done by or through any operations undertaken by it in exercise of the reserved right set out in Clause 4.2.1 below; and 4.1.5 in the event of the Owner granting any Lease or other occupancy right in respect of the Owner's Land or any part thereof, the Owner will ensure that the tenant or occupant under any such Lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Owner) with the entire provisions of this Deed including in particular, but without prejudice to the foregoing generality the provisions of this Clause 4. 4.2 The foregoing undertakings by the Owner are subject to the following express provisions and declarations namely: - 4.2.1 there is reserved to the Owner full right and liberty to make roads and paths along or across the line of the Pipeline and to pass drains, sewers or wires over or under the same provided always that the exercise by the Owner of this reserved right shall be done in such a way so as not to jeopardise in any way the safety of the Pipeline and subject to (as specified in Clause 4.1.4 above) the Owner being bound to make good all damage done by or through any operations undertaken by it in exercise of such reserved right. This is the Schedule referred to in the foregoing Grant of Servitude Part 1 of the Schedule The Owner BG Transco plc. Part 2 of the Schedule The Price and Date of Entry Price: £125 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 3 of the Schedule The Owner's Land 0.53 acre of ground in Parish of Borrowstouness and Carriden [also referred to as the "AGI Compound"]. Part 4 of the Schedule Dominant Tenements The Blackness Compound at Stacks Farm, Blackness, West Lothian; and The component parts of the Grangemouth Chemical and Refinery Complex. Note: The pipeline as shown on the plan annexed to the above Grant of Servitude forms part of the pipeline indicated by a dark blue line between the points lettered A-B on Supplementary Plan No. 1 to the Title Plan.

**Entry
Number**

Burden Detail

56 Grant of Servitude containing Disposition by BP Chemicals Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 9 Nov. 2000, in similar terms to those contained in the Grant of Servitude in Entry 39 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner BP Chemicals Limited. Part 2 of the Schedule The Consenter and its interest N/A. Part 3 of the Schedule The Price and Date of Entry Price: £1 Date of Entry: 1 February 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land The subjects comprising the former Northfoot sewage works at Wholeflats Road, Grangemouth being part of the subjects in this Title.

**Entry
Number**

Burden Detail

57 Grant of Servitude containing Disposition by The Bo'ness and Kinneil Railway Company limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling) 12 Sep. 2001, in the following terms: 1. Definitions In this deed and the Schedule hereto which shall be held to form part of these presents:- 1.1 The following expressions are used with the following meanings, that is to say:- "BP Chemicals" means BP Chemicals Limited; "BP Oil" means BP Oil Grangemouth Refinery Limited; "Company" means BP Chemicals and BP Oil for the respective interests as heritable proprietors of the Dominant Tenements (as hereinafter defined) and their successors as such proprietors; "Consenter" means the person or persons (if any) whose name(s) is/are set out in Part 2 of the Schedule annexed thereto; "Cross Country Pipeline" means the

300mm cross country pipeline from Blackness to Grangemouth known or to be known as the Blackness to Grangemouth Natural Gas Pipeline; "Date of Entry" means the date set out as the Date of Entry in Part 3 of the said Schedule; "Dominant Tenements" means the various subjects specified in Part 5 of the said Schedule, belonging respectively to BP Chemicals and BP Oil, together with all buildings and other structures erected or to be erected thereon; "Lease" means the Lease of the Owner's Land entered into between the Owner and the Consentor; "Owner" means the person whose name and address is set out in Part 1 of the said Schedule as heritable proprietor of the Owner's Land (as after defined) and unless the context so precludes includes his successors in title as such proprietor; "Owner's Land" means the subjects described in Part 4 of the said Schedule; "Pipeline" means such part of the Cross Country Pipeline as has been or is to be laid through or under the Owner's Land and includes the pipe, together with any apparatus and works associated therewith and all signal and other cable and all wrapping and any other protective material and equipment constructed or laid on or about or adjacent to the pipe; "Price" means the sum set out in Part 3 of the said Schedule together with in addition (if the said Part 3 indicates that Value Added Tax is to be added to the Price) the amount (if any) exigible at the relevant time of supply in respect of such tax; "Railway" means the railway constructed and maintained on the Owner's Land pursuant to the Kinneil and Manuel Light Railway Order 1988 (1988 SI No. 725) including all railway track, ballast, drainage, fences, cables, equipment and apparatus comprised in or pertaining thereto and all ancillary works; "Schedule of Conditions" means the Schedule of Conditions comprising Part 6 of the said Schedule; "Servitude Strip" means that part of the Owner's Land whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any point on the outer face of the line of pipe forming part of the Pipeline, whether such first mentioned point lies within the Owner's Land or not; 1.2 Words importing one gender include all other genders and words including the singular include the plural and vice versa and where the Owner consists of two or more persons, the obligations undertaken by the Owner shall be joint and several. 2. Grant of Servitude. In consideration of the Price, the Owner HEREBY GRANTS AND DISPONES to the Company with entry as at the Date of Entry a servitude right, tolerance and wayleave over the Owner's Land of laying down, constructing, maintaining, renewing, repairing, using, altering, inspecting, removing, replacing, protecting and rendering safe and unusable the Pipeline in and through the Owner's Land and that along the line shown by a thick black line on the plan of a portion of the Owner's Land annexed and signed as relative hereto for the purpose and use of transmitting natural gas or other gases from time to time contained within the national gas transmission system between or among the Dominant Tenements (the servitude and other rights granted by this Deed being deemed to be annexed to each of the Dominant Tenements independently of the others) and of erecting, maintaining and renewing such marker posts and at such locations and as shall be agreed with the Owner. 3. Incorporation of the Schedule of Conditions. The servitude and other rights hereby granted are subject to the general conditions specified and contained in the Schedule of Conditions, which general conditions shall apply as if repeated herein, under express declaration that in the event of any conflict between the detailed terms of such general conditions and the later provisions of this Deed, the detailed terms of such Schedule of Conditions shall prevail and take effect. 4. Company's Undertakings. The Company hereby undertakes to the Owner that the Company shall at all times implement the obligations incumbent upon the Company in terms of the Schedule of Conditions. 5. Owner's Undertakings. The Owner hereby undertakes to the Company that the Owner shall at all times implement the obligations incumbent upon the Owner in terms of the Schedule of Conditions. 6. Incorporation of the Mining Code. The provisions in force as at the date of this Deed of Part II of and the First, Second and Third Schedule to the Mines (Working Facilities and Support) Act 1923 (substituting provisions for Section 71-78 of the Railway Clauses Consolidation (Scotland) Act 1845) (a copy of which provisions is set out and repeated in Part 7 of the Schedule annexed and signed as relative hereto) shall be deemed to be incorporated herein but with the substitution of "the Owner" for the "mine owner", "the Company" for "the company", "the Pipeline" for

the "railway" and "the works" for "the works of the company" wherever those expressions appear in the said provisions. 7. Environmental Provisions. 7.1 For the purposes of this Clause 7 the following terms shall be defined as follows:- "Hazardous Material" shall mean any substance:- (a) the presence of which may require work of containment, restoration, remediation or clean-up to be undertaken under any applicable law whether on or off the Owner's Land; (b) the presence of which causes or threatens to cause a nuisance whether private or public or a statutory nuisance; or (c) which in an uncontained form may cause pollution of the environment (the expression "environment" meaning all or any of the following media namely the air, water and land and the medium of air including the air within buildings and the air within other natural or man made structures above or below ground) or harm to human health or detriment to the amenities of the locality; or (d) which is otherwise toxic, explosive, radioactive, corrosive, carcinogenic or mutagenic; or (e) without limitation which contains polychlorinated biphenyls (PCBs) asbestos or urea formaldehyde foam insulation. "Environmental Requirements" mean all applicable present and future authorisations registration duties of care codes of conduct regulations, standards, notices, permits, consents, approval and licences issued, imposed or directed by any relevant body (including but not limited to a United Kingdom Government Department Authority or Inspectorate, a Local Authority, a Waste Regulation Authority, a Water Authority and the Scottish Environmental Protection Agency) relating to:- (a) the use of the Owner's Land, (b) the processes of manufacture, treatment, storage, disposal and release of Hazardous Material on, under, above, in, or about the Owner's Land, (c) the transfer, disposal and deposit of Hazardous Material, (d) the transportation of Hazardous Material to, from or across the Owner's Land, (e) the health and safety of employees and visitors and contractors and other persons at or in the vicinity of the Owner's Land, (f) otherwise relating to the protection of the environment and/or the protection of human health and all requirements pertaining to reporting notification and disclosure of information to employees to the public and to any relevant body aforesaid concerning any matter referred to above; "Pipeline Works" means the laying down, constructing, maintaining, renewing, repairing, altering, replacing, protecting and rendering unusable the Pipeline. 7.2 The Company shall at all times and at its own cost and expense obtain and retain in full force and effect all Environment Requirements whether existing at the date of this Deed or existing at any time thereafter required in relation to the Company's use of the Pipeline and the Company's undertaking of the Pipeline Works and the Company shall not cause, permit or suffer the existence or the commission by the Company, its agents, employees, contractors or invitees or any other person for whose acts and omissions the Company are legally responsible of any non-compliance with or contravention of any such Environmental Requirements. 7.3 Notwithstanding the Company's obligations in this Deed it shall have no liability under the terms of this Deed or otherwise as a result of the presence in, on, over or under the Owner's Land or any adjoining or neighbouring property at the date of this Deed of contaminative substances or as a result of such previous, present or future uses of the Owner's Land or any adjoining or neighbouring property as have resulted in the release of contaminative substances ("Contaminative Uses") except where Contaminative Uses are as a result of the Company's use of the Pipeline or the Company's undertaking of the Pipeline Works. 7.4 The Company shall as soon as is reasonably practicable rectify (or pay to make good or rectify), remediate, remove, treat or render harmless, contaminative substances or rectify (or pay to make good or rectify) or remediate any damage or other adverse consequence of any Contaminative Uses where such contaminative substances or Contaminative Uses are a result of the Company's use of the Pipeline or the Company's undertaking of the Pipeline Works it being presumed that this is so unless the contrary be established. 8. Title Provisions. 8.1 The Consentor for all right, title and interest competent to it consents to the grant of the servitude and other rights contained in this Deed and the whole terms, obligations, provisions and conditions thereof to the effect that the servitude and other rights hereby constituted shall be valid and effectual to the Company against the Consentor. 8.2 The Owner agrees that ownership of the Pipeline is reserved to company which shall be bound by acceptance hereof to free and relieve the Owner in all time coming of all public

burdens and assessments levied in respect of the same or the rights hereby granted or occupancy of the Pipeline in all time coming. This is the Schedule referred to in the foregoing Grant of Servitude Part 1 of the Schedule The Owner The Bo'ness and Kinneil Railway Company Limited. Part 2 of the Schedule The Consenter and its interest The Scottish Railway Preservation Society being the lessee of the Owner's Land in terms of the Lease. Part 3 of the Schedule The Price and Date of Entry Price: £1050 Date of Entry: 18th January 1999 Value Added Tax to be added: No. Part 4 of the Schedule The Owner's Land 16.534 hectares of ground in Parishes of Muiravonside and Bo'ness. Part 5 of the Schedule Dominant Tenements The Blackness Compound at Stacks Farm, Blackness, West Lothian; and The component parts of the Grangemouth Chemical and Refinery Complex Part 6 of the Schedule The Schedule of Conditions 1 In this Schedule of Conditions the following expressions are used with the following meanings that is to say: 1.1 "this Deed" means the foregoing Deed of Servitude read together with this Schedule; 1.2 "Owner's costs" means the whole proper and reasonable fees, costs, expenses and outlays and VAT on the same incurred by the Owner including proper and reasonable fees and outlays incurred to its internal and external solicitors, surveyors, engineers and other professional advisers, agents and contractors including such costs associated with drawing up and registering documents, considering, adjusting and approving plans and specifications, supervising and checking the implementation and completion of any works and all other out of pocket expenses reasonably incurred by the Owner; 1.3 "Rights" means the rights granted to the Company in this Deed; 1.4 "Service Media" means sewers, drains, septic tanks, pipes, cables, telegraph and telephone poles, wires, stays and other apparatus and equipment for the transmission or passage of water, electricity, gas, telephone, telecommunications and other services; 1.5 "Statutory Requirements" means the requirements of all Acts of Parliament and local authority bye-laws and other legislation including all statutory, local, governmental and other authorities and agencies including, without prejudice to the foregoing generality, all appropriate planning permissions, building warrants, fire certificates and fire authority requirements and recommendations, environmental agency consents and highways authority requirements. 2 Prior to carrying out any works upon and within the Owner's Land, the Company shall be bound to satisfy itself as to the existence of any Service Media within the Owner's Land and no such Service Media shall be removed, moved or affected by any proposed works to be carried out by the Company or by the existence or use of the Pipeline unless and until the full details of the same have been provided to and approved by the Owner, which approval shall not be unreasonably withheld provided the Owner is satisfied that (i) services to the Owner's Land or any of the Owner's other property will not be prejudiced and (ii) any works affecting the Service Media will meet all Statutory Requirements. 3 The Company shall lay down, construct, maintain, renew, repair, use, alter, inspect, remove, replace, protect and render safe and unusable the Pipeline along the line shown by a thick black line on the plan of a portion of the Owner's Land annexed and signed as relative hereto within the Owner's Land strictly in accordance with plans and specifications approved in advance by the Owner and, without prejudice to the foregoing generality, the following shall be observed: 3.1 all work associated with the laying, maintaining, renewing, repairing, using, altering, inspecting, removing, replacing, protecting, and rendering safe and unusable of the Pipeline (all or any such work being hereinafter referred to as "Work") shall be carried out and completed in accordance with all railway industry safety standards in force from time to time, all applicable obligations and laws concerning health and safety in force from time to time and all other reasonable requirements and conditions specified by the Owner to ensure the safety and continuous operation of the Railway; 3.2 the Company shall not enter upon the Owner's Land to carry out any Work without the prior written consent of the Owner and then only by such route or routes and with such vehicles, plant, machinery and equipment as the Owner, acting reasonably, shall specify or approve; 3.3 where it is necessary in connection with any Work for the Company to enter upon land owned by a party other than the Owner, the Company shall be responsible for making all necessary access arrangements with such party; 3.4 the Company shall carry out all such Work under the supervision of the Owner (if and to the extent so

required by the Owner) and all to the Owner's reasonable satisfaction in accordance with the plans and specifications (including such working method statements, work programmes and other requirements reasonably required by the Owner) submitted in writing by the Company to the Owner not less than 12 weeks prior to the proposed date of commencement of Work (except in the case of emergency when, without prejudice to paragraph 3.2 above, as much detail and notice as practicable shall be given) and approved in writing by the Owner, which approval shall not be unreasonably withheld; 3.5 all Work shall be carried out in a good and workmanlike manner and with that degree of skill, care, diligence and prudence reasonably and ordinarily exercised by experienced contractors engaged in a similar activity under similar circumstances and conditions. All Work shall be carried out at such times as shall be approved in advance by the Owner and shall cause as little damage to the Owner's Land as reasonably practicable, the Company to make good promptly any damage so caused and the Company shall co-operate with the Owner throughout the planning and carrying out of the Work to ensure the minimum of disruption is caused to the continuous and safe operation of the Railway; 3.6 following consultation with and free of expense to the Owner, the Company shall arrange for any necessary, temporary or permanent diversion of Service Media or other property or apparatus within or attached to the Owners Land irrespective of whether or not such items belong to the Owner; 3.7 all Work shall be carried out in accordance with all Statutory Requirements as the same shall be reasonably evidenced to the Owner before commencement and after completion of the Work; and 3.8 the Company shall maintain and keep the Pipeline and other works always in a thorough, safe and complete state of repair. 4 The Company shall:- 4.1 indemnify the Owner and the Consentor against all loss and damage to the Owner, the Consentor and the Owner's Land and all other property belonging to the Owner or the Consentor caused by the existence or use of the Pipeline or the exercise of the Rights or the carrying out of any Work; 4.2 free and relieve and indemnify the Owner and the Consentor of, from and against all claims and liability for personal injury (whether fatal or otherwise) caused by the existence or use of the Pipeline or the exercise of the Rights or the carrying out of any Work but excepting from such claims and liability, injury arising from any negligent act or omission on the part of the Owner or the Consentor; and 4.3 indemnify the Owner and the Consentor against the Owner's Costs incurred in relation to any claims made against the Owner or the Consentor whether as a result of the existence or use of the Pipeline or the exercise of the Rights or the carrying out of, or failure to delay to carry out, any Work in respect of the Pipeline or as a result howsoever arising of the grant of this Deed and such indemnity shall include costs for which the Owner may be liable to indemnify any other party whether in the case of indemnity or reimbursement as a matter of contract, delict, statute or subordinate legislation, rules or regulations made or imposed by any competent Authority or by the decree, judgement or decision of any competent court, arbiter or other Authority. 5 The Company shall, in the case of damage occurring, whether by accident or otherwise, to the Pipeline and leakage of gas therefrom occurring, without delay, commence and complete all necessary Work including repairs and renewal of the Pipeline and, where damage to the Owner's Land or any other property (including other property belonging to the Owner) may result, the Company shall take immediate action to cut off the flow of gas through the Pipeline. 6 If the Company fails after fourteen days' written notice (or in the case of emergency such lesser period of notice as may be reasonably practicable) from the Owner requiring the Company to commence to carry out any Work to or associated with the Pipeline which the Company is obliged to perform in terms of this Deed, the Owner shall be entitled to execute the necessary Work and the Company shall repay to the Owner on demand the Owner's Costs so far as reasonably incurred in connection with such Work. 7 In the event of the Owner considering it necessary for any part of the Railway or of the Owner's Land upon which the Railway is constructed to be altered, repaired, modified, widened or extended as a result of railway industry safety standards in force from time to time and in the event of the Owner considering it necessary, as a consequence of the same, for works to be carried out to the Pipeline then the Owner shall accordingly inform the Company in writing. The Company shall thereafter be responsible for

the design and implementation of such works as are necessary and approved in writing by the Owner which approval shall not be unreasonably withheld or delayed. 8 The Owner shall not erect any buildings or plant trees within a distance of five metres on either side of the Pipeline. The Owner shall permit the Company (if the Company considers it necessary) to remove any buildings or trees within five metres on either side of the Pipeline provided that in so doing the Company shall comply with the other provisions of this Schedule of Conditions declaring that the carrying out of any such removal of buildings or trees shall constitute "Work" as that term is defined in paragraph 3 herein. 9 Subject always to the provisions of Paragraph 10 below:- 9.1 the Owner will not do or cause or permit to be done anything calculated or likely to cause damage or injury to the Pipeline and will take all reasonable precautions to prevent such damage or injury and in particular, but without prejudice to the foregoing generality, the Owner will comply with all provisions requiring compliance on its part contained in the Schedule of Conditions; 9.2 the Owner will not (without the prior written consent of the Company and where appropriate of the Secretary of State under Section 3 1 of the Pipelines Act 1962 or any statutory modification or re-enactment thereof) make or cause or permit to be made any material alteration to or deposit of anything on any part of the Servitude Strip so as to interfere with or obstruct the access thereto or to the Pipeline or so as to affect in any way the support afforded to the Pipeline or so as materially to reduce the level of the surface of the Servitude Strip. 10 Nothing contained in paragraphs 9.1 and 9.2 above:- 10.1 shall prohibit or restrict the Owner from carrying out all normal, usual or customary works required for the operation, maintenance, repair and renewal of the Railway including without prejudice to the generality of the foregoing the maintenance, repair and renewal of track and track formation, drains, telecommunications and other appurtenances, declaring that in this context normal, usual or customary works shall not be taken to include works involving the use of mechanical excavation, pipejacking or sub-soil drilling equipment; 10.2 shall prohibit or restrict the Owner from the temporary placing of track materials on the Servitude Strip pursuant to or in connection with the carrying out of any of the works referred to in paragraph 10.1 herein; 10.3 require the Owner to inform the Company of the carrying out of any of the works referred to in paragraphs 10.1 and 10.2 herein or require the Owner to obtain the prior written consent of the Company in respect of such works. 11 In the event of the expiry without renewal or sooner determination of the Lease, the Owner shall ensure that the tenant or occupant under any lease or other occupancy right that may be granted by the Owner shall require the tenant or occupant thereunder not to contravene any of the provisions applicable to the Owner in terms of this Deed. 12 In the event of either the abandonment by the Company of the Pipeline or the expiration of three years from the date on which the Pipeline shall cease to be used, the Company will render the Pipeline and its ancillary works safe and harmless in terms of Section 25 of the Pipelines Act 1962 declaring always that actively containing the Pipeline by filling it with nitrogen shall not constitute cessation of use for the purposes of this condition. Without prejudice to the foregoing and without prejudice to the provisions of Section 25 of the Pipelines Act 1962 or any statutory modification or re-enactment thereof, the Company shall cause the Pipeline to be rendered unusable in such events by implementing the following procedures: 12.1 purging the Pipeline to remove all toxic, flammable and other hazardous or potentially hazardous substances; 12.2 filling of the sleeve or duct with inert materials such as cement, grout or concrete with a strength compatible with the existing concrete surround or soil as applicable. 13 In the event of any transfer of ownership of the Pipeline, the Company shall ensure that all of the Company's obligations in respect of the Pipeline, including the obligation imposed by this Condition, shall be undertaken by the party to whom any transfer is made. 14 The following provisions shall apply to any notice under this Deed: 14.1 Any notice to the Owner shall be sufficiently served if sent by First Class Recorded Delivery Post to: The Scottish Railway Preservation Society Bo'ness Station Union Street Bo'ness For the attention of the Civil Engineer or to such other address in the United Kingdom as may be notified in writing by the Owner to the Company from time to time. 14.2 Any notice to the Company shall be sufficiently served if sent by First Class Recorded Delivery Post to: BP Pipelines Division BP

Chemicals Limited P0 Box 30 Bo'ness Road Grangemouth, FK3 9XQ For the attention of the Pipelines Division Manager or to such other address in the United Kingdom as may be notified in writing by the Company to the Owner from time to time. 14.3 Any notice sent by First Class Recorded Delivery Post shall be deemed duly served at the expiry of two working days after the date of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the relevant party in accordance with this Condition 14 and posted to the place to which it was so addressed. 14.4 The term "working day" means a day other than a Saturday on which banks are or, as the context may require, were generally open for business in Scotland. 15.1 In this Condition the following expressions shall have the following meanings that is to say: - 15.1.1 'development" means the carrying out of building, engineering or other operations in, over or under the Owner's Land, save that it shall not include:- (a) any works in relation to the maintenance, repair, renewal and operation of the Railway; (b) the construction of roads or motorways; (c) the installation of any pipelines cables or public services; (d) the development of land under Governmental order for the purpose of a new town or urban development; (e) development permitted at the date hereof by development order or order or concession made under any statute; or (f) mining operations. 15.1.2 "planning permission" means a planning permission granted under or pursuant to the Town and Country Planning (Scotland) Act 1997 or any statutory modification or re-enactment thereof. 15.1.3 "the diversion route" means the route to be agreed or determined in accordance with Paragraph 15.3 of this Condition 15.2.1 If the Owner desires to carry out any development of land affected by the Pipeline, it will: - (a) supply to the Company full details thereof in writing; and (b) use its best endeavours with the assistance if requested of the Company free of charge so as to arrange the development as to avoid the diversion of the Pipeline and will consult with the Company to this end. 15.2.2 If following such consultation: - (a) the Owner obtains planning permission for the development but the same is prevented solely by reason of the position of the Pipeline; or (b) planning permission for the development is refused solely by reason of the position of the Pipeline the Owner shall give written notice to the Company stating whether or not the Owner requires the diversion of the Pipeline or part thereof whereupon the Company may in its unfettered discretion elect, by notice in writing to be delivered within six months of the receipt of the Owner's written notice, either: (i) to divert the Pipeline or part thereof along the diversion route; or (ii) to pay to the Owner compensation for the loss of the value of any part of the land of the Owner incurred by reason of the restriction of development due to the position of the Pipeline such compensation to be determined in default of agreement by an arbiter to be agreed between the Owner and the Company or, failing agreement, to be appointed on the application of either party by the Chairman for the time being of the Scottish Branch of The Royal Institution of Chartered Surveyors. PROVIDED ALWAYS that if the Owner obtains planning permission for the development but does not give notice as aforesaid to the Company requiring diversion of the Pipeline or any part thereof it shall nevertheless notify the Company of the obtaining of such planning permission and if the Company shall be of the opinion that the development would be likely to cause damage to the Pipeline or any interference with the exercise of the Company's rights contained elsewhere in this Schedule or in the Grant of Servitude, the Company may elect to divert the Pipeline or part thereof along the diversion route. 15.3 The diversion route shall be such route within the land affected by the Pipeline as shall be agreed between the Owner and the Company or, failing agreement, as shall be determined by an arbiter to be appointed by the President for the time being of the Institution of Civil Engineers as being the route which will cause the least possible interference with the use and enjoyment by the Owner of the land affected by the Pipeline commensurate with the reasonable requirements of the Company in connection with the reconstruction of the Pipeline and its use as part of the Pipeline as a whole. 15.4 On a diversion of the Pipeline or part thereof under the preceding paragraphs of this Condition: 15.4.1 no consideration shall be payable by the Company to the Owner but the Company shall make reasonable compensation to the Owner of the land affected by the Pipeline in respect of any loss of profit or disturbance or damage resulting from the

diversion and the Company shall make good any damage to the surface of the land affected by the Pipeline to the reasonable satisfaction of the Owner; 15.4.2 the Pipeline's points of ingress to and egress from the land affected by the Pipeline shall not (save where the Owner otherwise allows) be varied and any special gates or marker posts at these points shall remain in situ; 15.4.3 the Owner's reasonable Surveyor's and legal fees in connection with the diversion shall be borne by the Company; and 15.4.4 the Owner and all other necessary parties shall accept a surrender of the Grant of Servitude and enter into a further Grant similar in terms to the Grant surrendered except that there shall be no monetary consideration therefor and this Condition and all references to the Diversion Provisions shall be excluded therefrom. 15.5 As to the whole or any particular part of the Pipeline the said diversion or payment of compensation in lieu thereof shall take place or be payable once only. Part 7 of the Schedule Provisions of the Mining Code. This is a copy of the Provisions substituted by Part II of and the First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 78 inclusive of the Railway Clauses Consolidation (Scotland) Act 1845. Provisions substituted by Part II of the Mines (Working Facilities and Support) Act 1923. Conditions under which minerals under railway may be worked. 71 (1) If the mine owner of minerals lying under an area of protection as hereinafter defined is desirous of working any such minerals, he shall give to the company and also the royalty owner (if any) notice of his intention so to do at least thirty days before the commencement of the working and on the receipt of such notice the company and the royalty owner respectively may cause the minerals to be inspected by any person appointed for the purpose by the company or royalty owner as the case may be. (2) If it appears to the company that the working of any of the minerals to which such notice relates will be likely to damage the railway or works or any part thereof, the company may at any time after the receipt of such notice, give a counter-notice to the mine owner requiring him to leave unworked all or any part of such minerals and the counter-notice shall specify the minerals (hereinafter referred to as the specified minerals) so required to be left unworked and the particular portion of the railway or works (hereinafter referred to as the protected works) for the support of which the specified minerals are required to be left unworked. (3) Where any such counter-notice has been served on the mine owner, he shall forthwith serve a copy thereof on the royalty owner (if any). (4) Where any such counter-notice has been served on the mine owner, the specified minerals shall not be worked or got after the service of the counter-notice and the company shall pay compensation to the mine owner and the royalty owner (if any) for the loss caused by the specified minerals being left unworked. (5) The area of protection in relation to any seam of minerals shall be the area comprising any railways or works of the company and such a lateral distance therefrom on all or both sides thereof as is equal at each point along the railway to one-half of the depth of the seam at that point or forty yards, whichever be the greater; and, when the said lateral distance exceeds forty yards the area of protection shall be divided into two areas: (a) an inner area of protection consisting of the area comprising the railway or works and a distance of forty yards therefrom on all or both sides thereof; and (b) an outer area of protection consisting of so much of the area of protection as is not included in the inner area of protection. Compensation for leaving minerals unworked. 71A. (1) The compensation payable by the company to the mine owner and the royalty owner respectively for the loss caused by the specified minerals being left unworked shall, in default of agreement, be determined by arbitration: Provided that so far as such compensation is payable in respect of the value of specified minerals:- (i) the compensation payable to the mine owner and to the royalty owner shall be separately assessed; (ii) the compensation payable to the mine owner shall be a sum for each ton of the specified minerals, the rate per ton in the case of minerals lying under the outer area of protection being one-third of the rate which is or would be awarded in the case of minerals lying under the inner area of protection; (iii) the compensation payable to the royalty owner shall be based on the amount which would have been received from time to time by way of royalty in respect of the specified minerals if they had been worked out in the ordinary course and the royalties payable had been - (a) in the case of such of the specified minerals as lie under the inner area

of protection, the same as those reserved by and payable under the lease comprising the minerals and subsisting at the date of the counter-notice; and (b) in the case of such of the specified minerals as lie under the outer area of protection, one-third of the royalties so reserved and payable with addition to such one-third of one penny per ton; (iv) in every case the arbiter shall state in his award the tonnage of the specified minerals on which his award is based. (2) The mine owner shall also be entitled to be paid by the company the amount of any increase in the cost of working any part of his minerals (other than the specified minerals) which may have been caused by the failure of the company to give the counter-notice within such a reasonable time as would have enabled the mine owner to avoid such increase in cost and in default of agreement, the amount so payable by the company shall be determined by arbitration. Power to work minerals not affected by a counter-notice. 72. (1) If within thirty days from the service by a mine owner on the company of a notice of intention to work any minerals no counter-notice is served by the company, the mine owner may, after the expiration of those thirty days and until a counter-notice is served, work any minerals to which the notice relates, so, nevertheless, that the same be done in the manner proper and necessary for the beneficial working thereof and according to the usual manner of working and minerals in the district where the same shall be situated. Where a counter-notice is served, whether before or after the expiration of the said thirty days, and the counter-notice does not require the mine owner to leave unworked the whole of the minerals to which the notice relates, the foregoing provisions shall apply to any minerals to which the notice relates which are not specified minerals in like manner as if no such counter-notice had been served. (2) If any damage or obstruction is occasioned to the railway or works by any improper working of such minerals, the same shall be forthwith repaired or removed (as the case may require) and such damage made good by the mine owner at his own expense; and if such repair or removal is not forthwith done, or, if the company think fit, without waiting for the same to be done by the mine owner, they may execute the same and recover from the mine owner the expense occasioned thereby by action. Liability in respect of authorised workings. 72A. (1) If a mine owner works any minerals lying under any part of the area of protection in the manner authorised by this Act, he shall nevertheless become liable on demand by the company (subject as hereinafter provided) to contribute towards the expenses properly incurred, or to be incurred, by the company from time to time thereafter in making good any damage caused by such working to the railway or works of the company (not being protected works comprised in any counter-notice relating to such area of protection) the appropriate percentage (if any) of those expenses, the appropriate percentage being such as is specified in the First Schedule to this Act according to the depth of the minerals being so worked. (2) The liability of a mine owner under this section in respect of any part of the railway or works on which such expenditure has been incurred shall not exceed an aggregate sum equivalent to sixpence for each ton of the commercially workable minerals, gotten or ungotten, in such part of any seams as lies under the area ascertained as respects the several seams in accordance with the rules contained in the Second Schedule to this Act, being seams which have been or are being worked under such area as aforesaid: Provided that, in ascertaining such aggregate sum as aforesaid, minerals gotten more than six years before the date on which a contribution shall have been demanded by the company under this section shall not be reckoned. (3) Any mine owner making a contribution under this section who is a lessee, shall be entitled to deduct from any royalties then or thereafter becoming due from him to the royalty owner under the lease, one-third part of the amount which he has so contributed as aforesaid, subject, however, to this limitation; that if the royalty payable by the mine owner under his lease is at the rate of less than sixpence per ton, the amount deducted shall not exceed the amount produced by multiplying one-third of such rate per ton by the tonnage of the minerals with reference to the aggregate amount of which the maximum liability of the mine owner is to be so calculated as aforesaid; and, where the mine owner is entitled to make such a deduction, the sum reserved by and payable under the lease shall be deemed to be the next amount arrived at after making the deduction: Provided that no such deduction shall be allowed when the liability of the mine owner to the company is a liability

arising out of an arrangement between the mine owner and the company with respect to the working of minerals under or near the railway or works. (4) The liability of a mine owner under this section shall be subject to the following further limitation as respects damage done by workings in any single mine, that is to say that when the aggregate of the sums paid by the mine owner in satisfaction of such liability amounts to a sum equivalent to sixpence for each ton of commercially workable minerals, gotten or ungotten, in such part of any seams as lies within the mines and under an area extending laterally on both sides of the railway or works to a distance ascertained in accordance with Rule 1 of the said Second Schedule and extending longitudinally to a distance co-extensive with the portion of the railway lying over or adjacent to the mine, being seams which have been or are being worked under such area as aforesaid, the mine owner shall not be liable to make any further contribution under this section towards the expenses of making good any damage caused to any part of the railway or works by the working of such seams as aforesaid in that mine. For the purposes of this provision, all the minerals which the mine owner is entitled to work and which have been or would in the ordinary course of events and in accordance with good mining practice be worked from the same shafts or adits shall be deemed to be a single mine. Where the liability of a mine owner under sub-section (2) of this section is reduced by the operation of this sub-section, the right of the mine owner under sub-section (3) thereof to make deductions from royalties shall be proportionately reduced. (5) Where a single mine, as herein-before defined, is held under leases granted by more than one lessor, any deductions which the mine owner is authorised under this section to make shall be made from the royalties payable to such one or more of such lessors, and in the latter case in such proportions, as in default of agreement may, on the application of the mine owner or any of the royalty owners, be determined by arbitration. (6) If any dispute arises as to the amount of the expenses towards which a mine owner is liable to contribute under this section, or the amount of his contribution, or the amount to be deducted as between a mine owner and a royalty owner, it shall be settled by arbitration, and, where any such arbitration between a company and a mine owner is to be held, the royalty owner (if any) shall be entitled to have notice of the intended arbitration, and to appear and be heard at the arbitration proceedings. Notices and accounts with respect to damage.

72B. (1) When and so far as reasonable and practicable the company shall give notice to the mine owner and the royalty owner (if any) affected specifying particulars of - (i) the railway or works to which damage has been caused or to which damage is apprehended from the working of any minerals under the area of protection sufficient to enable the same to be identified; (ii) the nature of the damage or apprehended damage; and (iii) the nature of the works intended to be carried out for the purpose of making good or preventing the damage. (2) The company shall keep separate accounts differentiating the cost of the ordinary maintenance of the railway or works from the cost of making good any damage caused to the railway or works by the working of any minerals under the area of protection and such accounts shall at all reasonable times, be open for inspection by or on behalf of a mine owner working minerals under or near to such railway or works and the royalty owner (if any) of such minerals. Rights of access through specified minerals.

73. If the working of any minerals is prevented under this Act by reason of a counter-notice, a mine owner whose minerals extend so as to lie on both sides of the specified minerals may cut and make such airways, headways, gateways or water levels through the specified minerals and the strata above or below the same or any of them as may be requisite to enable him to ventilate, drain and work his remaining minerals; but no such airway, headway, gateway or water level shall be cut or made upon or so as to injure any part of the protected works or within forty yards of any other airway, headway, gateway or water level, nor shall the same without the consent of the company (which consent shall not be unreasonably withheld) be greater than eight feet wide and eight feet high, unless the top of the same is more than one hundred and sixty yards below the average rail level of the protected works or if the top exceeds that distance, than thirteen feet wide and eight feet high. Additional expenses for severance.

74. (1) Where a counter-notice has been given by the company to a mine owner, the company shall from time to time pay to the mine owner the appropriate percentage

(if any) of all such additional expenses and losses as may be incurred by such mine owner in consequence of such counter-notice by reason of - (i) the continuous working of the mine being interrupted; or (ii) the mine being worked in such manner and under such restrictions as not to prejudice or injure the protected works. (2) For the purpose of this section, the appropriate percentage means the percentage determined in accordance with the rules contained in the Third Schedule to this Act. (3) If any question or dispute arises between the company and the mine owner concerning the amount of such losses or expenses, or as to the appropriate percentage, it shall be settled by arbitration. (4) Where the minerals specified in a counter-notice lie in different seams, the amount payable by the company to the mine owner under this section shall be calculated separately as respects each seam. Provided that where the works on which any additional expenditure is incurred serve more than one seam, that expenditure shall for the purposes of this section, be apportioned between the seams served in such manner as in default of agreement, may be determined by arbitration. Compensation to surface owners. 75. If any loss or damage is sustained by the owner, lessee or occupier of the land over any specified minerals (not being the owner or lessee of the specified minerals) by reason of the making of such airway or other authorised work as aforesaid, where neither that work nor any like work, would have been necessary save on account of the prevention of the working of the minerals, the company shall make full compensation to such owner, lessee or occupier of the surface for the loss or damage sustained by him, such compensation in default of agreement to be determined by arbitration. Rights of inspection. 76. (1) For ascertaining whether or not any minerals are being worked or are about to be or have been worked so as to damage the railway or works of a company, any person appointed by the company may, after at least twenty four hours notice has been given by the company, enter upon any land (through or near which the railway passes) which the company believe to contain or to have contained such minerals and may enter into and return from any such minerals or the works connected therewith; and, for that purpose, the person so appointed may make use of any apparatus or machinery belonging to a mine owner, and use all necessary means for discovering the distance from such railway or works to the parts of the minerals which are being or have been worked or are about to be worked; and, after giving a like notice, may inspect and take copies of so much of the working plans and sections of the mine as relate to minerals the working whereof affects or has affected or may affect the railway or works. (2) A mine owner who desires to work any minerals under or near to the railway or works of the company and also the royalty owner (if any) or any person duly authorised by either of them, may at any time either before or during or after the working thereof, upon giving at least twenty-four hours notice to the company and subject to such reasonable conditions as may be imposed by the company, enter upon the railway or works and inspect the same and take levels or particulars thereof. Penalty for refusal to allow inspection. 77. (1) If any mine owner refuses to allow any person appointed by the company for that purpose to enter into and inspect any such mines or works or to inspect and take copies of such plans and sections in manner aforesaid, every person so offending shall, for every such refusal, become liable to pay to the company a sum not exceeding twenty pounds. (2) If the company refuse to allow a mine owner or royalty owner or such duly authorised person as aforesaid to enter upon or inspect any railway or works or to take levels and particulars thereof in manner aforesaid, the company so offending shall, for every such refusal, become liable to pay to the mine owner or royalty owner a sum not exceeding twenty pounds. Protection against improper working. 78. If it appears that any minerals have been worked or are being worked contrary to the provisions of this Act or the special Act, the company may, if they think fit give notice to the mine owner thereof, requiring him to construct such works and to adopt such means as may be necessary or proper for making safe such railway or works and preventing injury thereto; and if after such notice, the mine owner shall not forthwith proceed to construct the works necessary for making safe the railway, the company may construct such works and recover the expense thereof from the mine owner by action. Power to vary rights by agreement. 78A. Notwithstanding anything contained in this Act, a mine owner, a royalty owner and the company or any two

of them may, by agreement alter, extend or otherwise vary their respective rights under the provisions of this Act with regard to any minerals to which this Act applies, but not so as to prejudice the rights of any mine owner, royalty owner or company not a party to the agreement without his or their consent. Savings. 78B. (1) Nothing in this Act shall affect any agreement between the mine owner and the royalty owner for the payment of any rent or royalty; Provided that - (i) the payment of compensation by the company to the royalty owner in respect of any minerals shall extinguish any liability by the mine owner to pay any royalty in respect of the same minerals; (ii) the mine owner shall be entitled to make such deductions as are authorised by sub-section (3) of section 79A of this Act notwithstanding anything in any agreement between him and the royalty owner entered into before the first day of August, Nineteen hundred and twenty-three unless the agreement was made after the first day of November, Nineteen hundred and twelve and expressly or by necessary implication provided for the payment of royalties in respect of the minerals supporting the railway or works in the event of the mine owner working them in virtue of a right acquired by agreement or statute or otherwise or for the payment of royalties in respect of such minerals whether they are or are not worked; (iii) if the exercise by the company of powers conferred upon them by the foregoing provisions of this Act as to minerals in the area of protection will prevent the mine owner from working such quantity of minerals as at the royalties reserved will produce the sum total of the fixed or minimum rent remaining payable under the lease or otherwise occasions serious hardship having regard to the obligation of the mine owner to pay such rent or owing to any provision in the lease restricting the time within which a deficiency due to previous short working may be made good, such adjustment shall be made between the royalty owner and the mine owner as failing agreement, may be determined by arbitration and any question whether the circumstances are such as to give rise to such a right of adjustment shall be similarly determined. Where at the time of the exercise by the company of such powers as aforesaid any deficiency due to previous short working which may be made good in a subsequent period exists, the amount of such deficiency shall be treated for the purposes of this proviso as if it formed part of the sum total of the fixed or minimum rent remaining payable under the lease. (2) Nothing in this Act shall alter, diminish or affect any right to let down the surface, either unconditionally or subject to payment of compensation or to any other condition, which a mine owner or royalty owner may possess, whether by statute, grant, lease, agreement or otherwise, derived from a title antecedent to the acquisition by the company of their interest in the surface or conferred on him by a reservation contained in the grant to the company and a mine owner having such a title and having served a notice in accordance with this Act with respect to the working of any minerals, shall be free to work any such minerals as to which a counter-notice shall not have been received, discharged from all the restrictions and provisions of this Act, other than those contained in sub-section (2) of section seventy-nine of the Act but, if a counter-notice is served, the minerals to which such counter-notices relates, shall for the purposes of the assessment of compensation payable to the mine owner or royalty owner under this Act for leaving the same unworked, be deemed to be minerals lying wholly under the inner area of protection and the appropriate percentage for the purpose of section eighty-one of this Act shall be one hundred. Interpretation. 78C. (1) In the foregoing provisions of this Act with respect to mines lying under or near a railway, unless the context otherwise requires - "Mine owner" includes the owner, lessee or other person entitled to work and get minerals; "Seam" in relation to minerals includes bed, lode and vein; "Surface" in relation to land includes any buildings, works or things erected, constructed or growing thereon; "Royalty" includes rent and any other reservation in respect of minerals by the acre, ton or otherwise; "Royalty owner" includes any person entitled to receive a royalty in respect of minerals; "Deficiency due to short working" means the amount by which the royalties payable under a lease of the minerals worked fall short of the fixed or minimum rent; "Lease" includes an under-lease or other tenancy and a licence; "Lessee" includes an under-lessee and a licensee. (2) For the purpose of the said provisions, the depth of a seam at any point of the railway shall be taken to be the distance between the rail level and the point where a line drawn vertically through

the centre of the railway would first cut the seam of minerals except that for the purpose of ascertaining the area of protection, but not for any other purpose, the said distance shall, where the railway is carried through a tunnel, be measured from the point where the said line would cut the natural surface of the land instead of from the rail level. (3) Where in an arbitration under the said provisions there are more than two parties involved, then unless all the parties otherwise agree, the arbitration shall be conducted by a single arbiter appointed by the Board of Trade and the provisions of this Act with respect to the settlement of disputes by arbitration shall apply as if all the parties had concurred in his appointment as a single arbiter. Exemption from liability to leave support otherwise than under Act or agreement. 78D. Save as in this Act or the special Act or under any agreement between the company and the mine owner expressly provided, the mine owner as between himself and the company - (a) shall not be under liability to leave support either inside or outside the area of protection; and (b) shall be entitled to remove such support without being liable for any damage thereby caused to the railway or works or any part thereof; but so that the removal shall be done in a manner proper and necessary for the beneficial working of the minerals and according to the usual manner of working minerals in the district in which the same is situate. First, Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923. First Schedule Percentage of Contribution

Depth in Yards	Percentage	Depth in Yards	Percentage
160	Nil	270	21
170	3	280	23
180	5	290	24
190	8	300	25
200	10	350	30
210	12	400	35
220	14	450	40
230	15	500	45
240	16	550	50
250	17	600	55
260	19	650 and over	60

The percentage at intermediate depths to be in proportion. Second Schedule Rules for Ascertaining Area for the Purpose of Computing Maximum Liability of Mine Owner in Respect of Authorised Workings. 1. The area shall extend laterally on each side of (but not including) the inner area of protection to the following distance therefrom:-

If the depth of the seam is 160 yards or under -	Nil
If the depth of the seam exceeds 160 yards but does not exceed 170 yards	1 yards
If the depth of the seam exceeds 170 yards but does not exceed 180 yards	2 yards
If the depth of the seam exceeds 180 yards but does not exceed 190 yards	4 yards

If the depth of the seam exceeds 190 yards but does not exceed 200 yards	5 yards
If the depth of the seam exceeds 200 yards but does not exceed 210 yards	7 yards
If the depth of the seam exceeds 210 yards but does not exceed 220 yards	8 yards
If the depth of the seam exceeds 220 yards but does not exceed 230 yards	9 yards
If the depth of the seam exceeds 230 yards but does not exceed 240 yards	9 yards
If the depth of the seam exceeds 240 yards but does not exceed 250 yards	10 yards
If the depth of the seam exceeds 250 yards	to a line descending outwards from the railway or works at an angle of one horizontal to five vertical from a point on the boundary of the railway or works at rail level until the depth of 650 yards is reached and thence descending vertically

2. The area shall extend longitudinally for a distance co-extensive with the part of the railway or works upon which expenditure has been incurred in making good the damage, together with a length beyond that distance at either end thereof equal to one-half of the mean depth of the seam or seams in question. Third Schedule Rules for Determining Percentage of Contributions to Additional Expenses for Damages Payable by a Company. 1. The percentage shall be one hundred if the specified minerals do not extend beyond the boundary of the protected works and shall diminish by one for every one-and-a-half yards by which the specified minerals extend beyond that boundary on each side thereof. 2. If the specified minerals extend to one hundred and fifty yards or more beyond such boundary, no payment shall be due by the company. 3. If the specified minerals extend further from such boundary on one side of the railway than on the other they shall, for the purposes for this schedule, be deemed to extend beyond such boundary for the mean of such distances on both sides of the railway. Note: The pipeline as shown on the plan annexed to the above Grant of Servitude forms part of the pipeline indicated by a dark blue line between the points lettered A-B on Supplementary Plan No. 1 to the Title Plan.

Entry Number

Burden Detail

58 Disposition by Innovene Manufacturing Scotland Limited to Grangemouth Holdings

Limited and its successors and assignees (hereinafter referred to as "GHL"), registered and recorded G.R.S (Stirling (Fiche 56 Frame 1), and also West Lothian) 28 Mar. 2006, of 4 areas of ground outlined blue but not hatched on Supplementary Plan No. 2 to the Title Plan ("the Subjects"), contains the following real burdens and servitudes: SCHEDULE Part 1: Definitions In the foregoing Disposition and in this Schedule: "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case existing to the extent having force of law at the time in question; "Benefited Proprietors" means GHL and the heritable proprietor for the time being and from time to time of the Kinneil Property; "BP Company" means BP plc or any of its subsidiaries, excluding any member of the Innovene Group; "Demin Plant" means three parts of the Subjects forming the site of the demineralised water plant, lying generally to the west of the Subjects, and shown outlined blue and labelled 'Demin Plant' on Supplementary Plan No. 2 to the Title Plan including all buildings, plant, equipment and apparatus thereon; "Demin Plant Rights" means a servitude right to all and any pipelines, service media, utilities, control systems and signal connections as are required to operate and serve the Demin Plant or connect any part of the Demin Plant to any other part of the Subjects at 26 Sep. 2005 (the "Demin Plant System") together with a right of access over the Retained Property to operate, maintain and where necessary replace the same; "electric lines" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "electrical plant" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "Equipment" means the electric lines between the Subjects and the Sub-stations, the routes of which are shown with a broken red line on Supplementary Plans Nos. 2 and 3 with all associated or ancillary electrical plant, ducting and supportive apparatus; "Equipment Rights" means:- (a) A right to maintain in position any part or parts of the Equipment already laid or constructed. (b) A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and in an emergency at all times with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Retained Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose. (c) A right to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required for any Works Purpose. (d) A right to manage, work and use the Equipment to the standard of a Reasonable and Prudent Operator. (e) A right to use or to permit to be used the Equipment to convey electricity between the Subjects and the Sub-stations. (f) A right to continuous vertical and lateral support for the Equipment from the Servitude Strip. (g) A right to remove any trees which or the roots of which may become a danger to the Equipment and also any other trees or shrubs on the Servitude Strip. "IMSL" means Innovene Manufacturing Scotland Limited (Company Number SC010612) and its successors as heritable proprietors of the Retained Property (being the subjects described in Part 6 of this Schedule under exception of (1) the Subjects and (2) the area outlined blue and hatched on Supplementary Plan No. 2 to the Title Plan, the area outlined red on Supplementary Plan No. 3 to the Title Plan, the area outlined red and hatched on Supplementary Plan No. 2 to the Title Plan and the area outlined red on Supplementary Plan No. 6 to the Title Plan); "Innovene Group" means Innovene LLC, Innovene Inc., Innovene Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its incorporation, Innovene International Holdings LLC, together with their respective

subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Kinneil Property" means the part of the Grangemouth complex comprising the crude oil stabilisation terminal, excepting those two areas of ground outlined red on Supplementary Plan No. 5 to the Title Plan; "Original Route" means the route of the Equipment and/or the Pipeline Systems as shown on Supplementary Plans Nos. 2, 3 and 4 to the Title Plan; "Person" means any individual, firm, company, limited liability company, corporation, unincorporated association, government, state or agency of state, or any association, trust, or partnership (general or limited) or joint venture (whether or not having separate legal personality) or two or more of the foregoing; "Pipeline Rights" means: (a) A right to maintain in position any part or parts of the Pipeline Systems already laid or constructed and (in the case of the Regasser By-Pass Line, the Proposed Gas Pipeline and the Proposed Steam Pipeline) to be constructed. (b) A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and in an emergency at all times with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Retained Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose. (c) A right to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required for any Works Purpose. (d) A right to manage, work and use the Pipeline Systems to the standard of a Reasonable and Prudent Operator. (e) A right to use or permit to use the Pipeline Systems to convey any material or substance the conveyance of which is for the time being not prohibited by law. (f) A right to continuous vertical and lateral support for the Pipeline Systems from the Servitude Strip. (g) A right to remove any trees which or the roots of which may become a danger to the Pipeline Systems and also any other trees or shrubs on the Servitude Strip. (h) A right to excavate, lay and construct the Regasser By-Pass Line and otherwise along the route shown with a broken light blue line on Supplementary Plans Nos. 2 and 4 to the Title Plan. (i) A right to excavate, lay and construct the Proposed Gas Pipeline along the route shown with a light blue line on Supplementary Plans Nos. 2 and 4 to the Title Plan. (j) A right to excavate lay and construct the Proposed Steam Pipeline along the route shown with a light blue line on Supplementary Plans Nos. 2 and 4 to the Title Plan. "Pipeline Systems" means (a) the steam supply pipelines between the Kinneil Property and the Subjects the routes of which are shown with an intersected red line labelled 'A' on Supplementary Plans Nos. 2 and 4 to the Title Plan; (b) the water supply pipelines and once-through cooling water system leading from the public water main on Bo'ness Road to the Subjects and from the Subjects to the refinery's cooling water collection point, the route of which is shown with a red line on Supplementary Plan No. 2 to the Title Plan; (c) a dry gas pipeline leading from the Kinneil Property to the Subjects including a proposed regasser by-pass line around the existing regasser static knock out drum (the "Regasser By-Pass Line") the whole route of which (excluding the Regasser By-Pass Line) is shown with a broken light blue line on Supplementary Plans Nos. 2 and 4 to the Title Plan; (d) the effluent disposal line leading from the Subjects to the Firth of Forth the route of which is shown with a broken purple line on Supplementary Plan No. 2 to the Title Plan; (e) a proposed hydrocarbon pipeline to be laid between the Kinneil Property and the Subjects (the "Proposed Gas Pipeline"), the route of which is shown with a light blue line on Supplementary Plan No. 2 to the Title Plan; (f) a proposed steam condensate return pipeline flowing between the Kinneil Property and the Subjects (the "Proposed Steam Pipeline") the route of which is shown with a broken light blue line on Supplementary Plans Nos. 2 and 4 to the Title Plan; together with (in all cases) all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Reasonable and Prudent Operator" means a Person in good faith seeking to perform its contractual obligations and in

the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Relocation Rights" means a right to IMSL to alter the Original Route of the Equipment Rights and/or the Pipeline Rights or any part thereof pursuant to Part 2b of the Schedule; "Servitude Conditions" means the following conditions attaching to the exercise of the Demin Plant Rights, Equipment Rights and the Pipeline Rights: (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted the Benefited Proprietors or GHIL (as the case may be) shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if the Benefited Proprietors or GHIL (as the case may be) cause any damage or injury to the Retained Property through the exercise by the Benefited Proprietors or GHIL (as the case may be) of the Equipment Rights, the Pipeline Rights or the Demin Plant Rights the Benefited Proprietors or GHIL (as the case may be) shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same; (c) Keep Equipment, Demin Plant and Pipeline Systems in proper repair: GHIL shall so far as reasonably practicable keep the Equipment, the Pipeline Systems and the Demin Plant System in proper repair and condition to the standard of a Reasonable and Prudent Operator; (d) Pay public rates and taxes: GHIL shall pay all public rates and taxes which may be imposed in respect of the Pipeline Systems, the Equipment, the Equipment Rights, the Pipeline Rights, the Demin Plant System or the Demin Plant Rights; (e) Comply with permit to work system: the Benefited Proprietors or GHIL (as the case may be) shall comply with IMSL's then current process in place for the control of work in respect of the Retained Property; (f) Take future tenants bound: in the event of the Benefited Proprietors or GHIL (as the case may be) granting any lease or other occupancy right in respect of the Subjects or the Kinneil Property or any part thereof, the Benefited Proprietors or GHIL (as the case may be) will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Benefited Proprietors or GHIL (as the case may be)) with the entire provisions of this Disposition including in particular, but without prejudice the foregoing generality, the Servitude Conditions; (g) Obtain IMSL approval: prior to the construction of the Proposed Gas Pipeline, the Benefited Proprietors shall submit a specification for the proposed pipeline to IMSL giving IMSL a reasonable opportunity to comment on and approve the same and obtain IMSL's approval of the same, such approval not to be unreasonably withheld or delayed; "Servitude Strip" means that part of the Retained Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Equipment or the Pipeline Systems (as the case may be), whether such point lies within the Retained Property or not; "Substations" means the electricity substations numbered 2 and 3 and shown outlined and hatched red on Supplementary Plan No. 3 to the Title Plan with all other facilities, electrical plant, apparatus, equipment and systems ancillary thereto including any alterations, improvement, addition to or replacement of the same; "Supportive Apparatus" means the following apparatus and works namely: (a) apparatus for inducing or facilitating the flow of anything through the Pipeline Systems or any part thereof (b) valves, valve chambers, manholes, inspection pits and similar works, being works annexed to or incorporated in the course of the Pipeline Systems; (c) apparatus for supplying energy for the operation of any such apparatus as is mentioned in paragraph (a) above or of any such works as are mentioned in paragraph (b) above; (d) apparatus for the transmission of information for the operation of the Pipeline Systems or any part thereof; (e) apparatus for affording cathodic protection to the Pipeline Systems or any part thereof; and (f) a structure for the exclusive support of any part of the Pipeline Systems; and "Works Purpose" means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing,

reinstating, upgrading, testing, cleansing, relaying, making safe, decommissioning, removing or (where needed) operating any part or parts of the Pipeline Systems or the Equipment as the case may be. Part 2a: Servitudes affecting the Retained Property The following servitudes are imposed on the Retained Property:- 1 IMSL impose the Pipeline Rights on the Retained Property in favour of the Subjects and the Kinneil Property subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting the Benefited Proprietors; 2 IMSL impose the Equipment Rights on the Retained Property in favour of the Subjects subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting GHL; 3 IMSL impose on the Retained Property in favour of the Subjects a servitude right of access to and egress from the Subjects and each part thereof for pedestrian and vehicular (including heavy and construction) traffic over the route shown with a yellow line on Supplementary Plan No. 2 to the Title Plan to permit the operation, inspection, maintenance, protection, adjustment, alteration, renewal or repair, reinstatement, upgrading, testing, cleansing, relaying, making safe, decommissioning or removing of the power station and other facilities situated on the Subjects and for all other necessary purposes such servitude right to be exercised: (a) subject to the GHL contributing a fair share, according to user, of the cost of maintenance of the said route; and (b) in a manner which balances IMSL's interest in not having unnecessary and/or disruptive intrusions on the Retained Property and GHL's interest in ensuring that the power station and other facilities situated on the Subjects are properly maintained and capable of serving their purpose. 4 IMSL impose the Demin Plant Rights on the Retained Property in favour of the Subjects subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting GHL. Part 2b: Reservation of Relocation Rights There is reserved in favour of IMSL the right: to alter the Original Route of the Regasser By-Pass Line or any part thereof and the Proposed Gas Pipeline or any part thereof and the Proposed Steam Pipeline or any part thereof prior to the installation of such pipelines provided that the exercise of such right does not have an adverse impact on the ability of the Benefited Proprietors to exercise the Equipment Rights or the Pipeline Rights and provided further that:- (a) IMSL shall give to the Benefited Proprietors a written notice specifying the alteration to the Original Route (the "Alternative Route") as soon as practicable after IMSL makes its decision to alter the Original Route or (if the Benefited Proprietors have given notice to IMSL that they intend to commence the installation works on a date which is not earlier than 180 days after the date of giving of such notice) not later than 30 days after the giving of such notice; (b) Subject to any rights which the Benefited Proprietors and IMSL may have under any agreement to which they are a party from time to time, the additional costs reasonably incurred by the Benefited Proprietors (including additional costs reasonably incurred on additional plant, equipment, apparatus or other infrastructure) as a result of the alteration of the route of the servitude hereby granted will be borne by IMSL; (c) IMSL shall enter into and deliver to the Benefited Proprietors in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as Parts 1, 2 and 3 of this Schedule (the "Replacement Deed of Servitude") whereby there shall be granted in favour of the Benefited Proprietors servitude rights over the Alternative Route and, contemporaneously therewith, there shall be exhibited to the Benefited Proprietors a valid marketable title in name of IMSL to the subjects affected by the Replacement Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Replacement Deed of Servitude; (d) For the avoidance of doubt, the servitude rights constituted in this Disposition shall continue to be exercisable until such time as the Replacement Deed of Servitude referred to at paragraph (c) above has been granted and delivered to the Benefited Proprietors 2 to alter the Original Route or any part thereof following installation of the Pipeline Systems or the Equipment provided that the exercise of such right does not have an adverse impact on the ability of the Benefited Proprietors to exercise the Equipment Rights or the Pipeline Rights and provided further that: - (a) IMSL shall give to the Benefited Proprietors as soon as practicable and in any event not later than 60 days prior to the date proposed for the commencement of

the aftermentioned Alteration Works a written notice containing:- (i) particulars of the proposed alteration to the Original Route (the "New Route"); (ii) a description of the electrical plant, electric lines, plant, equipment, apparatus and other infrastructure which IMSL will construct and install on the New Route (such electrical plant, electric lines, plant, equipment, apparatus and other infrastructure being the "Replacement Infrastructure") and, in particular, information as to the technical characteristics of each of the key components of the Replacement Infrastructure and as to the performance capability of the Replacement Infrastructure following its entry into operation; (iii) information as to whether any part of the Replacement Infrastructure will consist of electrical plant, electric lines, plant, equipment, apparatus or other infrastructure ("Existing Infrastructure") which is installed on the Original Route and will be dismantled and thereafter constructed and installed on the New Route; and (iv) information as to the works (including programme) for the construction and installation of the Replacement Infrastructure on the New Route (the "Alteration Works"). (b) IMSL shall from time to time provide the Benefited Proprietors with such additional information concerning the matters referred to in paragraph (a) above as is reasonably requested by the Benefited Proprietors as soon as reasonably practicable after receiving the request; (c) The Alteration Works shall be carried out by IMSL in accordance with Applicable Law, in accordance with the standard of a Reasonable and Prudent Operator, in a good and workmanlike manner consistent with the then current policies and practices of IMSL with regard to matters related to health, safety, security and the environment and in such a manner that the Alteration Works do not materially affect the Benefited Proprietor's ability to act as a Reasonable and Prudent Operator and to comply with all Applicable Law; (d) IMSL will ensure that the Replacement Infrastructure will be capable of performing the same function as (and will have a performance capability which is no less than the performance capability of) the electrical plant, electric lines, plant, equipment, apparatus and other infrastructure on the Original Route; (e) Subject to any rights which the Benefited Proprietors, IMSL, any BP Company or any member of the Innovene Group may have under any agreement to which they are a party from time to time, all the costs incurred in implementing the alteration of the route of the servitude hereby granted and of moving Existing Infrastructure and procuring, building and installing Replacement Infrastructure will be borne by IMSL; (f) IMSL shall, prior to commencement of the Alteration Works, enter into and deliver to the Benefited Proprietors in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as Parts 1, 2 and 3 of this Schedule (the "Substitute Deed of Servitude") whereby there shall be granted in favour of the Benefited Proprietors servitude rights over the New Route and, contemporaneously therewith, there shall be exhibited to the Benefited Proprietors a valid marketable title in name of IMSL to the subjects affected by the Substitute Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Substitute Deed of Servitude; (g) For the avoidance of doubt, the servitude rights constituted in this Disposition shall continue to be exercisable by the Benefited Proprietors until such time as the Alteration Works are completed, all necessary consents and approvals have been obtained for the use and operation of the Replacement Infrastructure and the Substitute Deed of Servitude referred to at paragraph (f) above has been granted and delivered to the Benefited Proprietors.

Part 3: Real burdens affecting Retained Property IMSL impose the following real burdens on the Retained Property in favour of the Subjects and the Kinneil Property: 1. No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Equipment, the Pipeline Systems or the Demin Plant System; 2 No material alteration or deposit: IMSL will not, without the prior consent in writing of the Benefited Proprietors make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by the Benefited Proprietors to the Equipment, the Pipeline Systems, the Demin Plant System or (ii) the exercise by the Benefited Proprietors of any of the rights granted hereunder or so as to affect in any way the support afforded to the Equipment, the Pipeline Systems, the Demin Plant System by the surrounding soil including

minerals or (where applicable) so as materially to reduce the depth of soil above the Equipment, the Pipeline Systems, the Demin Plant System; and 3 Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Retained Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Disposition including in particular, but without prejudice the foregoing generality, the terms of this Part 3 of the Schedule. Part 4: Servitudes affecting the Subjects The following servitudes are imposed on the Subjects in favour of the Retained Property: 1 Sub-station 14: IMSL reserve a right of access over that part of the Subjects used for an electricity sub-station known as sub-station 14 as may be reasonably necessary to operate, maintain, protect or decommission sub-station 14 and subject to IMSL acting as a Reasonable and Prudent Operator, complying with GHl's then current process in place for the control of work in respect of the Subjects and reimbursing GHl the reasonable costs of remedying any damage or injury caused to the Subjects through the exercise by IMSL of such right; 2 South road and north track: IMSL reserve in favour of the Retained Property a servitude right of access for pedestrian and vehicular (including heavy and construction) traffic over the south road and north track road forming part of the Subjects, such servitude right to be exercised:- (a) subject to IMSL contributing a fair share, according to user, of the cost of maintenance of the said roads; and (b) in a manner which balances GHl's interests in not having unnecessary and/or disruptive intrusions on the Subjects and IMSL's interests in ensuring that the Retained Property is properly maintained and capable of serving its purpose. Part 5: Restriction on application to the Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in parts 2 and 4 of this Schedule or and the real burdens set out in part 3 of this Schedule for a period of five years after the registration of this Disposition in the Land Register. Part 6: Over-description REFINERY The subjects comprising the Oil Refinery site at the Grangemouth Complex; PETROCHEMICALS PLANT The subjects comprising the Petrochemicals plant at the Grangemouth Complex. Note: Supplementary Plans Nos. 2, 3, 4, 5 and 6 referred to are copies of the plans numbered 1, 2, 3, 4 and 5 respectively annexed to the foregoing Disposition.

**Entry
Number**

Burden Detail

59 Disposition by Innovene Manufacturing Scotland Limited (hereinafter referred to as "IMSL") to Grangemouth Holdings Limited (hereinafter referred to as "GHL") and its successors and assignees, registered and recorded G.R.S (Stirling (Fiche 57 Frame 1), and also West Lothian) 28 Mar. 2006, of piece of ground at Grangemouth Refinery being the ground outlined and hatched in blue on Supplementary Plan No. 2 to the Title Plan ("the Subjects"), contains the following real burdens and servitudes: SCHEDULE Part 1: Definitions In the foregoing Disposition and in this Schedule: "Actual Cost" means the true cost to IMSL, acting as a Reasonable and Prudent Operator, of keeping the C5+ Downstream Line in proper repair and condition as determined by IMSL with no mark-up or hidden costs except where defined and agreed with GHL, and shall comprise: (a) fixed costs including, but not limited to: (i) direct fixed costs such as personnel, supply, accommodation and maintenance costs (including but not limited to repairs and routine maintenance); and (ii) site indirect costs such as utility and functional management costs and overheads (as those costs are expressly agreed between GHL and IMSL); and (b) direct variable costs including, but not limited to, energy costs and the costs of consumable materials used in keeping C5+ Downstream Line in proper repair and condition and other materials including emissions rights used in keeping the C5+ Downstream Line in proper repair and condition. "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case existing to the extent having force of law at the time in question; "BP Company"

means BP plc or any of its subsidiaries, excluding any member of the Innovene Group; "Condensate Tanks" means the two condensate tanks, commonly known as tanks T-403 and T-407, with all other facilities, plant, apparatus, equipment and systems within the Subjects including any alteration, improvement, addition to or replacement of the same; "IMSL" means Innovene Manufacturing Scotland Limited and its successors as heritable proprietors of the Retained Property (being the subjects described in Part 6 of this Schedule under exception of (1) the Subjects and (2) the area outlined blue (but not hatched) on Supplementary Plan No. 2 to the Title Plan, the area outlined red on Supplementary Plan No. 3 to the Title Plan, the area outlined red and hatched on Supplementary Plan No. 2 to the Title Plan and the area outlined red on Supplementary Plan No. 6 to the Title Plan); "Innovene Group" means Innovene LLC, Innovene Inc., Innovene Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its incorporation, Innovene International Holdings LLC, together with their respective subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Kinneil Property" means that property at Kinneil, Grangemouth currently owned by a BP Company and lying generally to the east of Grangemouth Road comprising the Kinneil crude oil stabilisation terminal excepting those two pieces of ground outlined red on Supplementary Plan No. 5 to the Title Plan; "Original Route" means the route of the Pipeline System as shown on Supplementary Plans Nos. 2 and 4 to the Title Plan); "Person" means any individual, firm, company, limited liability company, corporation, unincorporated association, government, state or agency of state, or any association, trust, or partnership (general or limited) or joint venture (whether or not having separate legal personality) or two or more of the foregoing; "Pipeline System" means the pipelines and run down system leading (a) between the Kinneil Property and the Condensate Tanks (the "C5+ Upstream Line") and (b) between the Condensate Tanks and the E1 and west shore jetties at Grangemouth docks (the "C5+ Downstream Line") the routes of which are shown with a pink line and with a broken dark blue line on Supplementary Plans Nos. 2 and 4 to the Title Plan (that part of the C5+ Downstream Line from the boundary of the Retained Property to the said jetties not being shown on Supplementary Plans Nos. 2 and 4 to the Title Plan); and together with all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Pipeline Rights" means: (a) A right to maintain in position any part or parts of the Pipeline System already laid or constructed. (b) A right for the officers, servants and agents of the GHJ at all reasonable times and in an emergency at all times with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Retained Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and GHJ all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose. (c) A right to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required for any Works Purpose. (d) A right to manage, work and use the Pipeline System to the standard of a Reasonable and Prudent Operator. (e) A sole and exclusive right to use or permit to be used one hundred per cent of the capacity of the C5+ Upstream Line to transport C5+ Condensate between the Kinneil Property and the Condensate Tanks. (f) A priority right to use or permit to be used the capacity of the C5+ Downstream Line to transport C5+ Condensate between the Condensate Tanks and the jetties at Grangemouth Docks; Provided that: (i) the maximum quantity of C5+ Condensate which can be transported pursuant to such priority right shall be 1740 metric tonnes per day; and (ii) the weighted average volume (expressed in tonnes per day) which can be transported pursuant to such priority right in any given

calendar month shall not exceed 1670 metric tonnes per day; (g) A right to continuous vertical and lateral support for the Pipeline System from the Servitude Strip. (h) A right to remove any trees which or the roots of which may become a danger to the Pipeline System and also any other trees or shrubs on the Servitude Strip; and (i) A right to connect into the Pipeline System to enable C5+ Condensate to be exported via E2 jetty at Grangemouth Docks; "Reasonable and Prudent Operator" means a Person in good faith seeking to perform its contractual obligations and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Relocation Rights" means a right to IMSL to alter the Original Route of the Pipeline System or any part thereof pursuant to Part 2b of this Schedule; 'Servitude Conditions' means the following conditions attaching to the exercise of the Pipeline Rights: (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted GHIL shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if GHIL causes any damage or injury to the Retained Property through the exercise by GHIL of the Pipeline Rights GHIL shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same; (c) Comply with permit to work system: GHIL shall comply with IMSL's then current process in place for the control of work in respect of the Retained Property; (d) Take future tenants bound: in the event of GHIL granting any lease or other occupancy right in respect of the Subjects or the Kinneil Property or any part thereof, GHIL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were GHIL) with the entire provisions of this Disposition including in particular, but without prejudice the foregoing generality, the Servitude Conditions; "Servitude Strip" means that part of the Retained Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Pipeline System, whether such point lies within the Retained Property or not; "Supportive Apparatus" means the following apparatus and works namely: (a) apparatus for inducing or facilitating the flow of anything through the Pipeline System or any part thereof; (b) valves, valve chambers, manholes, inspection pits and similar works, being works annexed to or incorporated in the course of the Pipeline System; (c) apparatus for supplying energy for the operation of any such apparatus as is mentioned in paragraph (a) above or of any such works as are mentioned in paragraph (b) above; (d) apparatus for the transmission of information for the operation of the Pipeline System or any part thereof; (e) apparatus for affording cathodic protection to the Pipeline System or any part thereof; and (f) a structure for the exclusive support of any part of the Pipeline Systems; and "Works Purpose means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, reinstating, upgrading, testing, cleansing, relaying, making safe, decommissioning, managing, working, using or removing any part or parts of the Pipeline System. Part 2a: Servitudes affecting the Retained Property The following servitudes are imposed on the Retained Property: 1 IMSL impose the Pipeline Rights on the Retained Property in favour of the Subjects subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting GHIL; 2 IMSL impose on the Retained Property in favour of the Subjects a servitude right of access to and egress from the Subjects and each part thereof for pedestrian and vehicular (including heavy and construction) traffic over the route shown with a broken yellow line on Supplementary Plan No. 2 to the Title Plan to permit the inspection, maintenance, protection, adjustment, alteration, renewal or repair of, reinstatement, upgrading, testing, cleansing, relaying, making safe, decommissioning or removing of any part or parts of the Condensate Tanks and for all other necessary purposes such servitude right to be exercised: (a) subject to GHIL contributing a fair share, according to user, of the

cost of maintenance of the said route; and (b) in a manner which balances IMSL's interest in not having unnecessary and/or disruptive intrusions on the Retained Property and GHL's interest in ensuring that the Condensate Tanks are properly maintained and capable of serving their purpose.

Part 2b: Reservation of Relocation Rights There is reserved in favour of IMSL the right to alter the Original Route provided that the exercise of such right does not have an adverse impact on the ability of GHL to exercise the Pipeline Rights and provided further that: - (a) IMSL shall give to GHL as soon as practicable and in any event not later than 60 days prior to the date proposed for the commencement of the aftermentioned Alteration Works a written notice containing: - (i) particulars of the proposed alteration to the Original Route (the "New Route"); (ii) a description of the plant, equipment, apparatus and other infrastructure which IMSL will construct and install on the New Route (such plant, equipment, apparatus and other infrastructure being the "Replacement Infrastructure") and, in particular, information as to the technical characteristics of each of the key components of the Replacement Infrastructure and as to the performance capability of the Replacement Infrastructure following its entry into operation; (iii) information as to whether any part of the Replacement Infrastructure will consist of plant, equipment, apparatus or other infrastructure ("Existing Infrastructure") which is installed on the Original Route and will be dismantled and thereafter constructed and installed on the New Route; and (iv) information as to the works (including programme) for the construction and installation of the Replacement Infrastructure on the New Route (the "Alteration Works"). (b) IMSL shall from time to time provide GHL with such additional information concerning the matters referred to in paragraph (a) above as is reasonably requested by GHL as soon as reasonably practicable after receiving the request. (c) The Alteration Works shall be carried out by IMSL in accordance with Applicable Law, in accordance with the standard of a Reasonable and Prudent Operator, in a good and workmanlike manner consistent with the then current policies and practices of IMSL with regard to matters related to health, safety, security and the environment and in such a manner that the Alteration Works do not materially affect GHL's ability to act as a Reasonable and Prudent Operator and to comply with all Applicable Law. (d) IMSL will ensure that the Replacement Infrastructure will be capable of performing the same function as (and will have a performance capability which is no less than the performance capability of) the plant, equipment, apparatus and other infrastructure on the Original Route. (e) Subject to any rights which GHL, IMSL, any BP Company or any member of the Innovene Group may have under any agreement to which they are a party from time to time, all the costs incurred in implementing the alteration of the route of the servitude hereby granted and of moving Existing Infrastructure and procuring, building and installing Replacement Infrastructure will be borne by IMSL. (f) IMSL shall, prior to commencement of the Alteration Works, enter into and deliver to GHL in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as Parts 1, 2 and 3 of this Schedule (the "Substitute Deed of Servitude") whereby there shall be granted in favour of GHL servitude rights over the New Route and, contemporaneously therewith, there shall be exhibited to GHL a valid marketable title in name of IMSL to the subjects affected by the Substitute Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Substitute Deed of Servitude. (g) For the avoidance of doubt, the servitude rights constituted in this Disposition shall continue to be exercisable by GHL until such time as the Alteration Works are completed, all necessary consents and approvals have been obtained for the use and operation of the Replacement Infrastructure and the Substitute Deed of Servitude referred to at paragraph (f) above has been granted and delivered to GHL.

Part 3: Real burdens affecting Retained Property IMSL impose the following real burdens on the Retained Property in favour of the Subjects: 1. No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Pipeline System; 2 No material alteration or deposit: IMSL will not, without the prior consent in writing of GHL make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by GHL to the Pipeline System or (ii) the

exercise by GHIL of any rights granted hereunder or so as to affect in any way the support afforded to the Pipeline System by the surrounding soil including minerals or (where applicable) so as materially to reduce the depth of soil above the Pipeline System; 3 Keep C5+ Downstream Line in proper repair: IMSL shall so far as reasonably practicable keep the C5+ Downstream Line in proper repair and condition to the standard of a Reasonable and Prudent Operator; 4 Priority Quantity: If a quantity of C5+ Condensate not, however, exceeding the quantity referred to in sub-paragraph (f) of the definition of Pipeline Rights in Part 1 of this Schedule) is available to GHIL at any time in the Condensate Tanks and GHIL wish to transport such quantity (the "Priority Quantity") through the C5+ Downstream Line in order to enable the Priority Quantity to be uplifted for export from the docks at Grangemouth, then IMSL will not permit any C5+ Condensate (other than the Priority Quantity) or any other product to be transported from the Retained Property for export from the docks at Grangemouth, unless and until the Priority Quantity has been transported through the Pipeline System for export from the docks at Grangemouth; 5 Not to impede flow: IMSL will not do or permit to be done anything which delays or impedes the flow of any Priority Quantity through the Pipeline System in order to enable GHIL to export such Priority Quantity from the docks at Grangemouth; 6 Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Retained Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Disposition including in particular, but without prejudice the foregoing generality, the terms of this Part 3 of the Schedule.

Part 4: Real Burdens affecting the Subjects IMSL impose the following real burdens on the Subjects in favour of the Retained Property:-

1. Keep C5+ Upstream Line in proper repair: GHIL shall so far as reasonably practicable keep the C5+ Upstream Line in proper repair and condition to the standard of a Reasonable and Prudent Operator and upon permanent abandonment of the same (at GHIL's election) shall render the same permanently safe;
- 2 Pay share of maintenance of C5+ Downstream Line: Until GHIL gives notice to IMSL of its intention permanently to cease its use of the C5+ Downstream Line, GHIL shall pay a fair share, according to user, of the Actual Cost incurred by IMSL in keeping the C5+ Downstream Line in proper repair and condition to a standard of a Reasonable and Prudent Operator. If GHIL serves notice on IMSL specifying its intention permanently to cease its use of the C5+ Downstream Line, GHIL shall grant and IMSL shall accept a valid discharge of its servitude rights in respect thereof for no consideration, and all rights and obligations pursuant thereto shall be discharged with effect from the last date of execution of such discharge;
- 3 Pay public rates and taxes: GHIL shall pay a fair share, according to user, of all public rates and taxes which may be imposed in respect of the Pipeline System or the Pipeline. Rights; and provided that the obligations in paragraphs 2 and 3 above shall not apply in respect of any period during which there is an arrangement (other than as set out in this Disposition) in force under which rights to use the capacity of the C5+ Downstream Line are granted to GHIL or any of its affiliates (which in this context means any subsidiary or holding company of GHIL or any other subsidiary of any such holding company), the current such arrangement being a document entitled Complex Infrastructure Termsheet for the C5+ Condensate Export System

Part 5: Restriction on application to the Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90 (1)(a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in Part 2 of this Schedule or the real burdens set out in Parts 3 and 4 of this Schedule for a period of five years after the registration of this Disposition in the Land Register.

Part 6: Over-description REFINERY The subjects comprising the Oil Refinery site at the Grangemouth Complex; PETROCHEMICALS PLANT The subjects comprising the Petrochemicals plant at the Grangemouth Complex.

Entry Number	Burden Detail
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Deed of Real Burdens and Deed of Servitude, registered and recorded G.R.S. (Stirling) (Fiche 58 Frame 1) and (West Lothian) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and Grangemouth Holdings Limited in the following terms: 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Deed unless the context requires otherwise:- "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case existing to the extent having force of law at the time in question; "Benefited Property" means the subjects described in Part 3 of the Schedule; "Benefited Proprietors" means GHL, BPEOCL, BPI and their successors as heritable proprietors for the time being and from time to time of the Benefited Property; "BP Company" means BP plc or any of its subsidiaries, excluding any member of the Innovene Group; "BPEOCL" means BP Exploration Operating Company Limited and its successors in title as heritable proprietor of part of the Benefited Property; "BPI" means BP International Limited and its successors in title as heritable proprietor of part of the Benefited Property; "Burdened Property" means the subjects described in Part 2 of the Schedule under exception of those subjects shown outlined blue, outlined and hatched blue, and outlined and hatched red on Supplementary Plan No. 2 to the Title Plan, shown outlined and hatched red on Supplementary Plan No. 3 to the Title Plan, and shown outlined red on Supplementary Plan No. 6 to the Title Plan; "Date of Entry" means 26 Sep. 2005; "electric lines" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "electrical plant" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "Equipment" means the electric lines leading from the electricity substations shown outlined red and hatched on Supplementary Plan No. 3 to the Title Plan to the RLPG facilities at Grangemouth Docks, the routes of which (so far as within the Burdened Property) are shown with a green line and with a broken red line on Supplementary Plans Nos. 2 and 3 to the Title Plan with all associated or ancillary electrical plant, ducting and supportive apparatus; "GHL" means Grangemouth Holdings Limited and its successors in title as heritable proprietor of part of the Benefited Property. "IMSL" means Innovene Manufacturing Scotland Limited as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; "Innovene Group" means Innovene LLC, Innovene Inc., Innovene Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its incorporation, Innovene International Holdings LLC, together with their respective subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Original Route" means the route of the servitude constituted by this Deed; "Reasonable and Prudent Operator" means a person in good faith seeking to perform its contractual obligations and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 1 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clauses 3 and 4 of this Deed; "Servitude Strip" means that part of the Burdened Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Equipment, whether such point lies within the Burdened Property or not; "Works Purpose" means the purpose of laying, constructing, inspecting, maintaining, protecting, adjusting, altering, renewing or

repairing, reinstating, upgrading, testing, cleansing, relaying, making safe, removing or decommissioning any part or parts of the Equipment; 1.2 Interpretation and Construction Save to the extent that the context or the express provisions of this Deed require otherwise, in this Deed:- (a) words importing the singular shall include the plural and vice versa; (b) words importing any gender shall include all other genders; (c) a reference to a Clause, the Schedule or Part of the Schedule is to the relevant clause, schedule or part of the schedule of or to this Deed; (d) a reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted; (e) a reference to a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality) of two or more of the foregoing; and (f) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words. 1.3 Headings The headings in this Deed are included for convenience only and shall be ignored in construing this Deed. 1.4 Whole Agreement The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. A reference to this Deed includes the Schedule. 2 GRANT OF SPECIFIED RIGHTS IMSL impose the Specified Rights on the Burdened Property in favour of the Benefited Property subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting the Benefited Proprietors as owner of the Benefited Property and that with entry at the Date of Entry. 3 RESERVATION OF RIGHT TO RELOCATE There is reserved in favour of IMSL the right to alter the Original Route or any part thereof provided that the exercise of such right does not have an adverse impact on the ability of the Benefited Proprietors to exercise the Specified Rights and provided further that:- (a) IMSL shall give to the Benefited Proprietors as soon as practicable and in any event not later than 60 days prior to the date proposed for the commencement of the aftermentioned Alteration Works, a written notice containing (i) particulars of the proposed alteration to the Original Route (the "New Route"); (ii) a description of the electrical plant, electric lines, equipment, apparatus and other infrastructure which IMSL will construct and install on the New Route (such electrical plant, electric lines, equipment, apparatus and other infrastructure being the "Replacement Infrastructure") and, in particular, information as to the technical characteristics of each of the key components of the Replacement Infrastructure and as to the performance capability of the Replacement Infrastructure following its entry into operation; (iii) information as to whether any part of the Replacement Infrastructure will consist of electrical plant, electric lines, equipment, apparatus or other infrastructure ("Existing Infrastructure") which is installed on the Original Route and will be dismantled and thereafter constructed and installed on the New Route; and (iv) information as to the works (including programme) for the construction and installation of the Replacement Infrastructure on the New Route (the "Alteration Works"). (b) IMSL shall from time to time provide the Benefited Proprietors with such additional information concerning the matters referred to in paragraph (a) above as is reasonably requested by the Benefited Proprietors as soon as reasonably practicable after receiving the request. (c) The Alteration Works shall be carried out by IMSL in accordance with Applicable Law, in accordance with the standard of a Reasonable and Prudent Operator, in a good and workmanlike manner consistent with the then current policies and practices of IMSL with regard to matters related to health, safety, security and the environment and in such a manner that the Alteration Works do not materially affect the Benefited Proprietors' ability to act as a Reasonable and Prudent Operator and to comply with all Applicable Law. (d) IMSL will ensure that the Replacement Infrastructure will be capable of performing the same function as (and will have a performance capability which is no less than the performance capability of) the plant, equipment, apparatus and other infrastructure on the Original Route. (e) Subject to any rights which the Benefited Proprietors, IMSL, any BP Company or any member of the Innovene Group may have under any agreement to which they are a party from time to time, all the costs incurred in implementing the alteration of the route of the servitude hereby granted and of moving Existing Infrastructure and procuring,

building and installing Replacement Infrastructure will be borne by IMSL. (f) IMSL shall, prior to commencement of the Alteration Works, enter into and deliver to the Benefited Proprietors in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as these presents (the "Substitute Deed of Servitude") whereby there shall be granted in favour of the Benefited Proprietors servitude rights over the New Route and, contemporaneously therewith, there shall be exhibited to the Benefited Proprietors a valid marketable title in name of IMSL to the subjects affected by the Substitute Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Substitute Deed of Servitude. (g) For the avoidance of doubt, the servitude rights constituted by this Deed shall continue to be exercisable by the Benefited Proprietors until such time as the Alteration Works are completed, all necessary consents and approvals have been obtained for the use and operation of the Replacement Infrastructure and the Substitute Deed of Servitude referred to at paragraph (f) above has been granted and delivered to the Benefited Proprietors.

4 OBLIGATIONS BY THE BENEFITED PROPRIETORS TO IMSL The Benefited Proprietors (to the intent so as to bind the Specified Rights hereby granted into whatsoever hands the same may come and with the intent to benefit and protect the Burdened Property and every part thereof both now and at all times in the future) HEREBY UNDERTAKE to IMSL that:- (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted the Benefited Proprietors shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if the Benefited Proprietors cause damage or injury to the Burdened Property through the exercise by the Benefited Proprietors of the servitude and other rights hereby granted the Benefited Proprietors shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same; (c) Keep Equipment in proper repair: the Benefited Proprietors shall so far as reasonably practicable keep the Equipment in proper repair and condition and upon permanent abandonment of the Equipment or any part thereof shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition); (d) Pay public rates and taxes: the Benefited Proprietors shall pay a fair share, according to the capacity reserved to it, of all public rates and taxes which may be imposed in respect of its use of the Equipment or the servitude and other rights hereby granted; and (e) Take future tenants bound: in the event of the Benefited Proprietors granting any lease or other occupancy right in respect of the Benefited Property or any part thereof, the Benefited Proprietors will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Benefited Proprietors) with the entire provisions of this Deed including in particular, but without prejudice the foregoing generality, the provisions of this Clause 4.

5 OBLIGATIONS BY IMSL TO THE BENEFITED PROPRIETORS IMSL (for the purpose of securing to the Benefited Property the Specified Rights hereby granted and to benefit and protect the same at all hands) hereby imposes the following real burdens on the Burdened Property for the benefit of the Benefited Property:- (a) No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Equipment; (b) No material alteration or deposit: IMSL will not, without the prior consent in writing of the Benefited Proprietors make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by the Benefited Proprietors to the Equipment or (ii) the exercise by the Benefited Proprietors of any rights granted hereunder or so as to affect in any way the support afforded to the Equipment by the surrounding soil including minerals or (where applicable) so as materially to reduce the depth of soil above the Equipment; (c) Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Deed including in particular, but

without prejudice to the foregoing generality, the provisions of this Clause 5; and (d) Contribute to maintaining Equipment: IMSL shall contribute a fair proportion, according to the capacity reserved to it, of the cost of maintaining the Equipment in proper repair and condition and upon permanent abandonment of the Equipment or any part thereof a fair proportion, according to user, of the costs of rendering the same permanently safe. 6 DISPUTES Any difference which may arise between IMSL and the Benefited Proprietors and for the determination of which this Deed does not expressly otherwise provide shall be determined by a single arbiter to be agreed between the parties or, failing such agreement, to be appointed by the President or other senior office holder for the time being of the Law Society of Scotland provided nevertheless that IMSL and the Benefited Proprietors shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed. 7 GENERAL 7.1 Notices All communications addressed to IMSL relative to this Deed shall be addressed to the Refinery Manager, Innovene Manufacturing Scotland Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as IMSL may at any time or from time to time notify to the Benefited Proprietors. All communications addressed to the Benefited Proprietors relative to this Deed shall be addressed to the Plant Manager, Forties Pipeline System, BP Exploration Operating Company Limited, Bo'ness Road, Kinneil, Grangemouth or to such other person and/or such other address as the Benefited Proprietors may at any time or from time to time notify to IMSL. 7.2 No application to Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90 (1) (a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes or the real burdens contained in this Deed for a period of five years after the registration of this Deed in the Land Register. 7.3 Governing law This Deed shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland and the parties hereto hereby severally submit to the exclusive jurisdiction of the Scottish Courts as a forum for the resolution of any disputes which might arise between them (other than differences between the parties which should be put to arbitration in terms of Clause 6 of this Deed). This is the Schedule referred to in the foregoing Deed of Real Burdens and Deed of Servitude by IMSL in favour of GHL, BPEOCL and BPI SCHEDULE Part 1 Specified Rights 1 A right to maintain in position any part or parts of the Equipment already laid or constructed and a right to construct and place the Equipment in, on and under the Burdened Property as near as reasonably practicable along the routes shown with a green line and with a broken red line on Supplementary Plans Nos. 2 and 3 to the Title Plan. 2 A right (so far as IMSL is able to grant the same) to maintain in position any part or parts of the Equipment already laid or constructed insofar as outwith the Burdened Property and leading from the boundary of the Burdened Property to the RLPG facilities at Grangemouth docks. 3 A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and following reasonable prior notice to IMSL and in an emergency at all times and without notice with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Burdened Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose. 4 A right on giving reasonable prior notice to IMSL to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required for any Works Purpose. 5 A right to manage, work and use the Equipment to the standard of a Reasonable and Prudent Operator. 6 A right to use or permit to be used the Equipment to convey electricity to and from the Benefited Property and the RLPG facilities at Grangemouth docks. 7 Subject to Clause 5 of the foregoing Deed a right to continuous vertical and lateral support for the Equipment from the Servitude Strip. 8 Subject to giving

prior notice allowing IMSL a reasonable opportunity to carry out such removal works (and to recover from the Benefited Proprietors a reasonable proportion of the costs incurred in doing so), a right to remove any trees which or the roots of which may become a danger to the Equipment and also any other trees or shrubs on the Servitude Strip. PROVIDED that in exercising the rights set out in Clauses 1, 2, 3, 4 and 8 above, the Benefited Proprietors shall act as a Reasonable and Prudent Operator, in accordance with IMSL's then current process in place for the control of work in respect of the Burdened Property (where applicable) and in accordance with all Health Safety Security and Environment (HSSE) requirements

Part 2 Over-Description REFINERY The subjects comprising the Oil Refinery site at the Grangemouth complex; PETROCHEMICALS PLANT The subjects comprising the Petrochemicals plant at the Grangemouth complex; Part 3 Benefited Property KINNEIL The subjects comprising the Kinneil crude oil stabilisation terminals at the Grangemouth complex, excepting those two pieces of ground outlined red on Supplementary Plan No. 5 to the Title Plan; POWER PLANT Those subjects outlined blue (but not hatched) on Supplementary Plan No. 2 to the Title Plan and forming part and portion of the subjects described in Part 2 of this Schedule; PLPG PLANT Those subjects outlined red on Supplementary Plan No. 6 to the Title Plan and forming part and portion of the subjects described in Part 2 of this Schedule.

**Entry
Number**

Burden Detail

61 Deed of Real Burdens and Deed of Servitude registered (and recorded G.R.S. Stirling (Fiche 59 Frame 1) and West Lothian) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited, BP Chemicals Limited and Grangemouth Holdings Limited, in the following terms: DEFINITIONS AND INTERPRETATION 1.1 Definitions: In this Deed unless the context requires otherwise: "Actual Cost" means the true cost to IMSL, acting as a Reasonable and Prudent Operator, of keeping the Pipeline System in proper repair and condition as determined by IMSL with no mark-up or hidden costs except where defined and agreed with the Benefited Proprietors, and shall comprise: (a) fixed costs including, but not limited to: (i) direct fixed costs such as personnel, supply, accommodation and maintenance costs (including but not limited to repairs and routine maintenance); and (ii) site indirect costs such as utility and functional management costs and overheads (as those costs are expressly agreed between the Parties); and (b) direct variable costs including, but not limited to, energy costs and the costs of consumable materials used in keeping the Pipeline System in proper repair and condition and other materials including emissions rights used in keeping the Pipeline System in proper repair and condition; "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case existing to the extent having force of law at the time in question; "Benefited Proprietors" means BPEOCL, BPI, GHL and their successors as heritable proprietors for the time being and from time to time of the Benefited Property; "Benefited Property" means ALL and WHOLE the subjects described in Part 3 of the Schedule; "BP Company" means BP plc or any of its subsidiaries, excluding any member of the Innovene Group; "BPEOCL" means BP Exploration Operating Company Limited and its successors in title as heritable proprietor of part of the Benefited Property; "BPI" means BP International Limited and its successors in title as heritable proprietor of part of the Benefited Property; "Burdened Property" means the subjects described in Part 2 of the Schedule under exception of those subjects shown outlined blue, outlined and hatched blue, and outlined and hatched red on Supplementary Plan No. 7 to the Title Plan, shown outlined and hatched red on Supplementary Plan No. 3 to the Title Plan, and shown outlined red on Supplementary Plan No. 6 to the Title Plan; "Date of Entry" means 26 Sep. 2005; "GHL" means Grangemouth Holdings Limited and its successors in title as heritable proprietor of the Power Plant; "IMSL" means Innovene Manufacturing Scotland Limited as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; "Innovene Group" means Innovene LLC, Innovene Inc., Innovene

Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its incorporation, Innovene International Holdings LLC, together with their respective subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Kinneil Property" means that part of the Benefited Property described in paragraph 1 of Part 3 of the Schedule; "Original Route" means the route of the servitude constituted by this Deed; "Pipeline System" means the part of the natural gas or methane pipeline which runs from Blackness to the Kinneil Property which is located on the Burdened Property together with all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Power Plant" means that part of the Benefited Property described in paragraph 2 of Part 3 of the Schedule; "Reasonable and Prudent Operator" means a person in good faith seeking to perform its contractual obligations and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 1 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clauses 3 and 4 of this Deed; "Servitude Strip" means that part of the Burdened Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Pipeline System, whether such point lies within the Burdened Property or not; "Supportive Apparatus" means the following apparatus and works namely: (a) apparatus for inducing or facilitating the flow of anything through the Pipeline System or any part thereof (b) valves, valve chambers, manholes, inspection pits and similar works, being works annexed to or incorporated in the course of the Pipeline System; (c) apparatus for supplying energy for the operation of any such apparatus as is mentioned in paragraph (a) above or of any such works as are mentioned in paragraph (b) above; (d) apparatus for the transmission of information for the operation of the Pipeline System or any part thereof (e) apparatus for affording cathodic protection to the Pipeline System or any part thereof and (f) a structure for the exclusive support of any part of the Pipeline System; "Works Purpose" means the purpose of laying, constructing, maintaining, protecting, adjusting, altering, renewing or repairing, reinstating, upgrading, cleansing, relaying, making safe, removing or decommissioning any part or parts of the Pipeline System.

1.2 Interpretation and Construction Save to the extent that the context or the express provisions of this Deed require otherwise, in this Deed: (a) words importing the singular shall include the plural and vice versa; (b) words importing any gender shall include all other genders; (c) a reference to a Clause, the Schedule or Part of the Schedule is to the relevant clause, schedule or part of the schedule of or to this Deed; (d) a reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted; (e) a reference to a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality) of two or more of the foregoing; and (f) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings The headings in this Deed are included for convenience only and shall be ignored in construing this Deed.

1.4 Whole Agreement The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. A reference to this Deed includes the Schedule.

2 GRANT OF SPECIFIED RIGHTS

IMSL impose the Specified Rights on the Burdened Property in favour of the Benefited Property subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting the Benefited Proprietors as owner of the Benefited Property and that with entry at the Date of Entry.

3 RESERVATION OF RIGHT TO RELOCATE

There is reserved in favour of IMSL the right to alter the Original Route or any part thereof provided that the exercise of such right does not have an adverse impact on the ability of the Benefited Proprietors to exercise the Specified Rights and provided further that: (a) IMSL shall give to the Benefited Proprietors as soon as practicable and in any event not later than 60 days prior to the date proposed for the commencement of the aftermentioned Alteration Works, a written notice containing (i) particulars of the proposed alteration to the Original Route (the "New Route"); (ii) a description of the plant, equipment, apparatus and other infrastructure which IMSL will construct and install on the New Route (such plant, equipment, apparatus and other infrastructure being the "Replacement Infrastructure") and, in particular, information as to the technical characteristics of each of the key components of the Replacement Infrastructure and as to the performance capability of the Replacement Infrastructure following its entry into operation; (iii) information as to whether any part of the Replacement Infrastructure will consist of plant, equipment, apparatus or other infrastructure ("Existing Infrastructure") which is installed on the Original Route and will be dismantled and thereafter constructed and installed on the New Route; and (iv) information as to the works (including programme) for the construction and installation of the Replacement Infrastructure on the New Route (the "Alteration Works"). (b) IMSL shall from time to time provide the Benefited Proprietors with such additional information concerning the matters referred to in paragraph (a) above as is reasonably requested by the Benefited Proprietors as soon as reasonably practicable after receiving the request. (c) The Alteration Works shall be carried out by IMSL in accordance with Applicable Law, in accordance with the standard of a Reasonable and Prudent Operator, in a good and workmanlike manner consistent with the then current policies and practices of IMSL with regard to matters related to health, safety, security and the environment and in such a manner that the Alteration Works do not materially affect the Benefited Proprietors' ability to act as a Reasonable and Prudent Operator and to comply with all Applicable Law. (d) IMSL will ensure that the Replacement Infrastructure will be capable of performing the same function as (and will have a performance capability which is no less than the performance capability of) the plant, equipment, apparatus and other infrastructure on the Original Route. (e) Subject to any rights which the Benefited Proprietors, IMSL, any BP Company or any member of the Innovene Group may have under any agreement to which they are a party from time to time, all the costs incurred in implementing the alteration of the route of the servitude hereby granted and of moving Existing Infrastructure and procuring, building and installing Replacement Infrastructure will be borne by IMSL. (f) IMSL shall, prior to commencement of the Alteration Works, enter into and deliver to the Benefited Proprietors in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as these presents (the "Substitute Deed of Servitude") whereby there shall be granted in favour of the Benefited Proprietors servitude rights over the New Route and, contemporaneously therewith, there shall be exhibited to the Benefited Proprietors a valid marketable title in name of IMSL to the subjects affected by the Substitute Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Substitute Deed of Servitude. (g) For the avoidance of doubt, the servitude rights constituted by this Deed shall continue to be exercisable by the Benefited Proprietors until such time as the Alteration Works are completed, all necessary consents and approvals have been obtained for the use and operation of the Replacement Infrastructure and the Substitute Deed of Servitude referred to at paragraph (f) above has been granted and delivered to the Benefited Proprietors.

OBLIGATIONS BY THE BENEFITED PROPRIETORS TO IMSL

The Benefited Proprietors (to the intent so as to bind the Specified Rights hereby granted into whatsoever hands the same may come and with the intent to benefit and protect the Burdened Property and every part thereof both now and at all times in the

future) HEREBY UNDERTAKE to IMSL that: (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted the Benefited Proprietors shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if the Benefited Proprietors cause damage or injury to the Burdened Property through the exercise by the Benefited Proprietors of the servitude and other rights hereby granted the Benefited Proprietors shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same; (c) Pay share of maintenance costs: the Benefited Proprietors shall pay a fair share, according to user, of the Actual Cost incurred by IMSL in keeping the Pipeline System in proper repair and condition to the standard of a Reasonable and Prudent Operator provided that the obligations in this sub-paragraph (c) and in sub-paragraph (d) below shall not apply in respect of any period during which there is an arrangement (other than as set out in this Deed) in force under which rights to use the capacity of the Pipeline System are granted to the Benefited Proprietors or any of their affiliates (which in this context means any subsidiary or holding company of a Benefited Proprietor or any other subsidiary of any such holding company), the current such arrangement being a document entitled Complex Infrastructure Termsheet for the Methane Import Line from the National Transmission System; (d) Pay public rates and taxes: the Benefited Proprietors shall pay a fair share, according to user, of all public rates and taxes which may be imposed in respect of the Pipeline System or the servitude and other rights hereby granted. (e) Take future tenants bound: in the event of the Benefited Proprietors granting any lease or other occupancy right in respect of the Benefited Property or any part thereof, the Benefited Proprietors will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Benefited Proprietors) with the entire provisions of this Deed including in particular, but without prejudice the foregoing generality, the provisions of this Clause 4.

5 OBLIGATIONS BY IMSL TO THE BENEFITED PROPRIETORS IMSL (for the purpose of securing to the Benefited Property the Specified Rights hereby granted and to benefit and protect the same at all hands) hereby imposes the following real burdens on the Burdened Property for the benefit of the Benefited Property: (a) No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Pipeline System; (b) No material alteration or deposit: IMSL will not, without the prior consent in writing of the Benefited Proprietors make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by the Benefited Proprietors to the Pipeline System or (ii) the exercise by the Benefited Proprietors of any rights granted hereunder or so as to affect in any way the support afforded to the Pipeline System by the surrounding soil including minerals or (where applicable) so as materially to reduce the depth of soil above the Pipeline System; (c) Keep Pipeline System in proper repair: IMSL shall maintain the Pipeline System in proper repair and condition to the standard of a Reasonable and Prudent Operator; and (d) Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Deed including in particular, but without prejudice to the foregoing generality, the provisions of this Clause 5.

6 DISPUTES Any difference which may arise between IMSL and the Benefited Proprietors and for the determination of which this Deed does not expressly otherwise provide shall be determined by a single arbiter to be agreed between the parties or, failing such agreement, to be appointed by the President or other senior office holder for the time being of the Law Society of Scotland provided nevertheless that IMSL and the Benefited Proprietors shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed.

7 GENERAL

7.1 Notices All communications addressed to IMSL relative to this Deed shall be addressed to the Refinery Manager, Innovene Manufacturing Scotland Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as IMSL

may at any time or from time to time notify to the Benefited Proprietors. All communications addressed to the Benefited Proprietors relative to this Deed shall be addressed to the Plant Manager, Forties Pipeline System, BP Exploration Operating Company Limited, Bo'ness Road, Kinneil, Grangemouth or to such other person and/or such other address as the Benefited Proprietors may at any time or from time to time notify to IMSL.

7.2 No application to Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90(1)(a) (i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes or the real burdens contained in this Deed for a period of five years after the registration of this Deed in the Land Register.

7.3 Governing law This Deed shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland and the parties hereto hereby severally submit to the exclusive jurisdiction of the Scottish Courts as a forum for the resolution of any disputes which might arise between them (other than differences between the parties which should be put to arbitration in terms of Clause 6 of this Deed). This is the Schedule referred to in the foregoing Deed of Real Burdens and Deed of Servitude by IMSL in favour of BPEOCL, GHL and BPI

SCHEDULE Part 1 Specified Rights

A right to maintain in position any part or parts of the Pipeline System already laid or constructed in, on and under the Burdened Property along the routes shown with a broken pink line labelled 'B' on Supplementary Plans Nos. 7, 3 and 8 to the Title Plan.

2 A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and following reasonable prior notice to IMSL and in an emergency at all times and without notice with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip to inspect and/or test any part or parts of the Pipeline System and to pass over and across the Burdened Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose.

3 A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and following reasonable prior notice to IMSL and in an emergency at all times and without notice with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Burdened Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose.

4 A right on giving reasonable prior notice to IMSL to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required to inspect or test any part or parts of the Pipeline System or for any Works Purpose.

5 A right to manage, work and use the Pipeline System to the standard of a Reasonable and Prudent Operator.

6 A first priority right to use or permit to be used the capacity of the Pipeline System to transport natural gas or methane to and from the Benefited Property provided that the maximum quantity of natural gas or methane which can be transported pursuant to such priority right shall be 250 metric tonnes per day.

7 Subject to Clause 5 of the foregoing Deed a right to continuous vertical and lateral support for the Pipeline System from the Servitude Strip.

8 Subject to giving prior notice to IMSL allowing IMSL a reasonable opportunity to carry out such removal works (and to recover from the Benefited Proprietors a reasonable proportion of the costs incurred in doing so), a right to remove any trees which or the roots of which may become a danger to the Pipeline System and also any other trees or shrubs on the Servitude Strip; PROVIDED that: (a) in exercising the rights set out in Clause 2 above, the Benefited Proprietors shall comply with all reasonable site rules imposed by IMSL in respect of the Burdened Property (b) in exercising the rights set out in Clauses 3, 4 and 8 above, the Benefited Proprietors shall act as a

Reasonable and Prudent Operator, in accordance with IMSL's then current process in place for the control of work in respect of the Burdened Property (where applicable) and in accordance with all Health Safety Security and Environment (HSSE) requirements (c) the Benefited Proprietors shall not exercise the rights as set out in clause 3 above until it has first given to IMSL reasonable prior notice requesting the relevant works be carried out and IMSL have failed to carry out such works within a reasonable time having regard to the circumstances. Part 2 Over-Description REFINERY The subjects comprising the Oil Refinery site at the Grangemouth complex; CHEMICALS PLANT The subjects comprising the Petrochemical plant at the Grangemouth complex; Part 3 Benefited Property KINNEIL The subjects comprising the Kinneil crude oil stabilisation terminal at the Grangemouth complex, excepting those two pieces of ground outlined red on Supplementary Plan No. 5 to the Title Plan; POWER PLANT The subjects shown outlined in blue (but not hatched) on Supplementary Plan No. 7 to the Title Plan and forming part and portion of the subjects more particularly described in Part 2 of the Schedule. Note: Supplementary Plans Nos. 7 and 8 referred to are copies of the plans numbered 1 and 3 respectively annexed to the foregoing Deed of Real Burdens and Deed of Servitude.

**Entry
Number**

Burden Detail

62 Deed of Real Burdens and Deed of Servitude, registered and recorded G.R.S. ((Stirling (Fiche 60 Frame 1) and (West Lothian)) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and Grangemouth Holdings Limited in the following terms: 1 DEFINITIONS AND INTERPRETATION 1.1 Definitions: In this Deed unless the context requires otherwise:- "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case existing to the extent having force of law at the time in question; "Benefited Property" means the subjects described in Part 3 of the Schedule; "Benefited Proprietors" means GHL, BPEOCL, BPI and their successors as heritable proprietors for the time being and from time to time of the Benefited Property; "BP Company" means BP plc or any of its subsidiaries, excluding any member of the Innovene Group; "BPEOCL" means BP Exploration Operating Company Limited and its successors in title as heritable proprietor of part of the Benefited Property; "BPI" means BP International Limited and its successors in title as heritable proprietor of part of the Benefited Property; "Burdened Property" means the subjects described in Part 2 of the Schedule under exception of those subjects shown outlined blue, outlined and hatched blue, and outlined and hatched red on Supplementary Plan No. 2 to the Title Plan, shown outlined and hatched red on Supplementary Plan No. 3 to the Title Plan, and shown outlined red on Supplementary Plan No. 6 to the Title Plan; "Date of Entry" means 26 Sep. 2005; "electric lines" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "electrical plant" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "Equipment" means the electric lines leading into and out of the Benefited Property, the routes of which are shown with a broken green line and a broken red line on Supplementary Plans Nos. 2 and 3 to the Title Plan with all associated or ancillary electrical plant, ducting and supportive apparatus; "GHL" means Grangemouth Holdings Limited and its successors in title as heritable proprietor of that part of the Benefited Property described in paragraph 2 of Part 3 of the Schedule; "IMSL" means Innovene Manufacturing Scotland Limited as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; "Innovene Group" means Innovene LLC, Innovene Inc., Innovene Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its

incorporation, Innovene International Holdings LLC, together with their respective subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Original Route" means the route of the servitude constituted by this Deed; "Reasonable and Prudent Operator" means a person in good faith seeking to perform its contractual obligations and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 1 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clauses 3 and 4 of this Deed; "Servitude Strip" means that part of the Burdened Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Equipment, whether such point lies within the Burdened Property or not; "Works Purpose" means the purpose of laying, constructing, inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, reinstating, upgrading, testing, cleansing, relaying, making safe, removing or decommissioning any part or parts of the Equipment; 1.2

Interpretation and Construction Save to the extent that the context or the express provisions of this Deed require otherwise, in this Deed:- (a) words importing the singular shall include the plural and vice versa; (b) words importing any gender shall include all other genders; (c) a reference to a Clause, the Schedule or Part of the Schedule is to the relevant clause, schedule or part of the schedule of or to this Deed; (d) a reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted; (e) a reference to a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality) of two or more of the foregoing; and (f) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words. 1.3 Headings The headings in this Deed are included for convenience only and shall be ignored in construing this Deed. 1.4 Whole

Agreement The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. A reference to this Deed includes the Schedule. 2 GRANT OF SPECIFIED RIGHTS IMSL impose the Specified Rights on the Burdened Property in favour of the Benefited Property subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting the Benefited Proprietors as owner of the Benefited Property and that with entry at the Date of Entry. 3 RESERVATION OF RIGHT TO RELOCATE There is reserved in favour of IMSL the right to alter the Original Route or any part thereof provided that the exercise of such right does not have an adverse impact on the ability of the Benefited Proprietors to exercise the Specified Rights and provided further that:- (a) IMSL shall give to the Benefited Proprietors as soon as practicable and in any event not later than 60 days prior to the date proposed for the commencement of the aftermentioned Alteration Works, a written notice containing (i) particulars of the proposed alteration to the Original Route (the "New Route"); (ii) description of the electrical plant, electric lines, equipment, apparatus and other infrastructure which IMSL will construct and install on the New Route (such electrical plant, electric lines, equipment, apparatus and other infrastructure being the "Replacement Infrastructure") and, in particular, information as to the technical characteristics of each of the key components of the Replacement Infrastructure and as to the performance capability of the Replacement Infrastructure following its entry into operation; (iii) information as to whether any part of the Replacement Infrastructure will consist of electrical plant, electric lines, equipment, apparatus or other infrastructure ("Existing Infrastructure") which is installed on the Original

Route and will be dismantled and thereafter constructed and installed on the New Route; and (iv) information as to the works (including programme) for the construction and installation of the Replacement Infrastructure on the New Route (the "Alteration Works"). (b) IMSL shall from time to time provide the Benefited Proprietors with such additional information concerning the matters referred to in paragraph (a) above as is reasonably requested by the Benefited Proprietors as soon as reasonably practicable after receiving the request. (c) The Alteration Works shall be carried out by IMSL in accordance with Applicable Law, in accordance with the standard of a Reasonable and Prudent Operator, in a good and workmanlike manner consistent with the then current policies and practices of IMSL with regard to matters related to health, safety, security and the environment and in such a manner that the Alteration Works do not materially affect the Benefited Proprietors' ability to act as a Reasonable and Prudent Operator and to comply with all Applicable Law. (d) IMSL will ensure that the Replacement Infrastructure will be capable of performing the same function as (and will have a performance capability which is no less than the performance capability of) the plant, equipment, apparatus and other infrastructure on the Original Route. (e) Subject to any rights which the Benefited Proprietors, IMSL, any BP Company or any member of the Innovene Group may have under any agreement to which they are a party from time to time, all the costs incurred in implementing the alteration of the route of the servitude hereby granted and of moving Existing Infrastructure and procuring, building and installing Replacement Infrastructure will be borne by IMSL. (f) IMSL shall, prior to commencement of the Alteration Works, enter into and deliver to the Benefited Proprietors in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as these presents (the "Substitute Deed of Servitude") whereby there shall be granted in favour of the Benefited Proprietors servitude rights over the New Route and, contemporaneously therewith, there shall be exhibited to the Benefited Proprietors a valid marketable title in name of IMSL to the subjects affected by the Substitute Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Substitute Deed of Servitude. (g) For the avoidance of doubt, the servitude rights constituted by this Deed shall continue to be exercisable by the Benefited Proprietors until such time as the Alteration Works are completed, all necessary consents and approvals have been obtained for the use and operation of the Replacement Infrastructure and the Substitute Deed of Servitude referred to at paragraph (f) above has been granted and delivered to the Benefited Proprietors.

4 OBLIGATIONS BY THE BENEFITED PROPRIETORS TO IMSL

The Benefited Proprietors (to the intent so as to bind the Specified Rights hereby granted into whatsoever hands the same may come and with the intent to benefit and protect the Burdened Property and every part thereof both now and at all times in the future) HEREBY UNDERTAKE to IMSL that:-

(a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted the Benefited Proprietors shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if the Benefited Proprietors cause damage or injury to the Burdened Property through the exercise by the Benefited Proprietors of the servitude and other rights hereby granted the Benefited Proprietors shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same; (c) Keep Equipment in proper repair: the Benefited Proprietors shall so far as reasonably practicable keep the Equipment in proper repair and condition and upon permanent abandonment of the Equipment or any part thereof shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition); (d) Pay public rates and taxes: the Benefited Proprietors shall pay a fair share, according to the capacity reserved to it, of all public rates and taxes which may be imposed in respect of the Equipment or the servitude and other rights hereby granted; and (e) Take future tenants bound: in the event of the Benefited Proprietors granting any lease or other occupancy right in respect of the Benefited Property or any part thereof, the Benefited Proprietors will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Benefited

Proprietors) with the entire provisions of this Deed including in particular, but without prejudice the foregoing generality, the provisions of this Clause 4. 5 OBLIGATIONS BY IMSL TO THE BENEFITED PROPRIETORS IMSL (for the purpose of securing to the Benefited Property the Specified Rights hereby granted and to benefit and protect the same at all hands) hereby imposes the following real burdens on the Burdened Property for the benefit of the Benefited Property:- (a) No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Equipment; (b) No material alteration or deposit: IMSL will not, without the prior consent in writing of the Benefited Proprietors make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by the Benefited Proprietors to the Equipment or (ii) the exercise by the Benefited Proprietors of any rights granted hereunder or so as to affect in any way the support afforded to the Equipment by the surrounding soil including minerals or (where applicable) so as materially to reduce the depth of soil above the Equipment; (c) Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Deed including in particular, but without prejudice to the foregoing generality, the provisions of this Clause 5; and. (d) Contribute to maintaining Equipment: IMSL shall contribute a fair proportion, according to the capacity reserved to it, of the cost of maintaining the Equipment in proper repair and condition and upon permanent abandonment of the Equipment or any part thereof a fair proportion, according to user, of the costs of rendering the same permanently safe. 6 DISPUTES Any difference which may arise between IMSL and the Benefited Proprietors and for the determination of which this Deed does not expressly otherwise provide shall be determined by a single arbiter to be agreed between the parties or, failing such agreement, to be appointed by the President or other senior office holder for the time being of the Law Society of Scotland provided nevertheless that IMSL and the Benefited Proprietors shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed. 7 GENERAL 7.1 Notices All communications addressed to IMSL relative to this Deed shall be addressed to the Refinery Manager, Innovene Manufacturing Scotland Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as IMSL may at any time or from time to time notify to the Benefited Proprietors. All communications addressed to the Benefited Proprietors relative to this Deed shall be addressed to the Plant Manager, Forties Pipeline System, BP Exploration Operating Company Limited, Bo'ness Road, Kinneil, Grangemouth or to such other person and/or such other address as the Benefited Proprietors may at any time or from time to time notify to IMSL. 7.2 No application to Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90 (1)(a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes or the real burdens contained in this Deed for a period of five years after the registration of this Deed in the Land Register. 7.3 Governing law This Deed shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland and the parties hereto hereby severally submit to the exclusive jurisdiction of the Scottish Courts as a forum for the resolution of any disputes which might arise between them (other than differences between the parties which should be put to arbitration in terms of Clause 6 of this Deed). SCHEDULE Part 1 Specified Rights 1 A right to maintain in position any part or parts of the Equipment already laid or constructed and a right to construct and place the Equipment in, on and under the Burdened Property as near as reasonably practicable along the routes shown with a broken green line and a broken red line on Supplementary Plans Nos. 2 and 3 to the Title Plan. 2 A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and following reasonable prior notice to IMSL and in an emergency at all times and without notice with or without contractors, surveyors, employees and others and with or without motor or other

vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Burdened Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose. 3 A right on giving reasonable prior notice to IMSL to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required for any Works Purpose. 4 A right to manage, work and use the Equipment to the standard of a Reasonable and Prudent Operator. 5 A right to use or permit to be used the Equipment to convey electricity to and from the Benefited Property. 6 Subject to Clause 5 of the foregoing Deed a right to continuous vertical and lateral support for the Equipment from the Servitude Strip. 7 Subject to giving prior notice to IMSL allowing IMSL a reasonable opportunity to carry out such removal works (and to recover from the Benefited Proprietors a reasonable proportion of the costs incurred in doing so), a right to remove any trees which or the roots of which may become a danger to the Equipment and also any other trees or shrubs on the Servitude Strip. PROVIDED that in exercising the rights set out in Clauses 1, 2, 3 and 7 above, the Benefited Proprietors shall act as a Reasonable and Prudent Operator, in accordance with IMSL's then current process in place for the control of work in respect of the Burdened Property (where applicable) and in accordance with all Health Safety Security and Environment (HSSE) requirements. Part 2 Over-Description REFINERY The subjects comprising the Oil Refinery site at the Grangemouth complex; PETROCHEMICALS PLANT The subjects comprising the Petrochemicals plant at the Grangemouth complex. Part 3 Benefited Property KINNEIL The subjects comprising the Kinneil crude oil stabilisation terminal at the Grangemouth complex, excepting those two pieces of ground outlined red on Supplementary Plan No. 5 to the Title Plan; POWER PLANT Those subjects outlined blue (but not hatched) on Supplementary Plan No. 2 to the Title Plan and forming part and portion of the subjects described in Part 2 of this Schedule; PLPG PLANT Those subjects outlined red on Supplementary Plan No. 6 to the Title Plan and forming part and portion of the subjects described in Part 2 of this Schedule.

**Entry
Number**

Burden Detail

63 Deed of Real Burdens and Deed of Servitude, registered and recorded G.R.S. ((Stirling) (Fiche 61 Frame 1) and (West Lothian)) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and Grangemouth Holdings Limited in the following terms: 1 DEFINITIONS AND INTERPRETATION 1.1 Definitions: In this Deed unless the context requires otherwise:- "Actual Cost" means the true cost to a party, acting as a Reasonable and Prudent Operator, of operating and keeping the Fibre Optic System in proper repair and condition as determined by such party with no mark-up or hidden costs except where defined and agreed with the other party, and shall comprise: (a) fixed costs including, but not limited to: (i) direct fixed costs such as personnel, supply, accommodation and maintenance costs (including but not limited to repairs and routine maintenance); and (ii) site indirect costs such as utility and functional management costs and overheads (as those costs are expressly agreed between GHL and IMSL); and (b) direct variable costs including, but not limited to, energy costs and the costs of consumable materials used in operating and keeping the Fibre Optic System in proper repair and condition and other materials including emissions rights used in operating and keeping the Fibre Optic System in proper repair and condition; "Alternative Service Provider" means an appropriately skilled and competent contractor appointed by the Benefited Proprietors who is capable of maintaining the Fibre Optic System to the standard of a Reasonable and Prudent Operator; "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case

existing to the extent having force of law at the time in question; "Benefited Proprietors" means GHL, BPEOCL, BPI and their successors as heritable proprietors for the time being and from time to time of the Benefited Property; "Benefited Property" means the subjects described in Part 3 of the Schedule; "BP Company" means BP plc or any of its subsidiaries, excluding any member of the Innovene Group; "BPEOCL" means BP Exploration Operating Company Limited and its successors in title as heritable proprietor of part of the Benefited Property; "BPI" means BP International Limited and its successors in title as heritable proprietor of part of the Benefited Property; "Burdened Property" means the subjects described in Part 2 of the Schedule under exception of those subjects shown outlined blue, outlined and hatched blue, and outlined and hatched red on Supplementary Plan No. 2 to the Title Plan, shown outlined and hatched red on Supplementary Plan No. 3 to the Title Plan, and shown outlined red on Supplementary Plan No. 6 to the Title Plan; "Date of Entry" means 26 Sep. 2005; "Fibre Optic System" means the circuit of 144 fibre optic strands, the 24 strands numbered XXXX being dedicated exclusively to the Benefited Proprietors, such circuit running between inter alia the Kinneil Property, the PLPG Plant and Grangemouth jetties, together with the shared use of all or any Supportive Apparatus associated therewith and all wrapping and protective materials but excluding any Terminal Cabinets; "GHL" means Grangemouth Holdings Limited and its successors in title as heritable proprietor of the PLPG plant shown outlined red on Supplementary Plan No. 6 to the Title Plan; "IMSL" means Innovene Manufacturing Scotland Limited as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; "Innovene Group" means Innovene LLC, Innovene Inc., Innovene Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its incorporation, Innovene International Holdings LLC, together with their respective subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Kinneil Property" means that part of the Benefited Property described in paragraph 1 of Part 3 of the Schedule; "New Route" means the Original Route, or any part thereof provided that if IMSL proposes a reasonable alternative route to the Benefited Proprietors having regard to all the circumstances at the relevant time, the Benefited Proprietors shall not unreasonably withhold their consent to the laying of the new fibre optic cable along such alternative route; "Original Route" means the route of the servitude constituted by this Deed; "PLPG Plant" means that part of the Benefited Property described in paragraph 2 of part 3 of the Schedule; "Reasonable and Prudent Operator" means a person in good faith seeking to perform its contractual obligations and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 1 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clauses 3 and 4 of this Deed; "Servitude Strip" means that part of the Burdened Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Fibre Optic System, whether such point lies within the Burdened Property or not; "Supportive Apparatus" means the following apparatus and works namely:- (a) apparatus for inducing or facilitating the flow of data through the Fibre Optic System or any part thereof; (b) chambers, manholes, inspection pits and similar works, being works annexed to or incorporated in the course of the Fibre Optic System; (c) apparatus for supplying energy for the operation of any such apparatus as is mentioned in paragraph (a) above or of any

such works as are mentioned in paragraph (b) above; (d) apparatus for the transmission of information for the operation of the Fibre Optic System or any part thereof; (e) apparatus and ducting for affording protection to the Fibre Optic System or any part thereof; and (f) a structure for the exclusive support of any part of the Fibre Optic System; "Terminal Cabinets" means the terminal cabinets attached to the Fibre Optic System where individual fibre optic strands terminate.

1.2 Interpretation and Construction Save to the extent that the context or the express provisions of this Deed require otherwise, in this Deed:- (a) words importing the singular shall include the plural and vice versa; (b) words importing any gender shall include all other genders; (c) a reference to a Clause, the Schedule or Part of the Schedule is to the relevant clause, schedule or part of the schedule of or to this Deed; (d) a reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted; (e) a reference to a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality) of two or more of the foregoing; and (f) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings The headings in this Deed are included for convenience only and shall be ignored in construing this Deed.

1.4 Whole Agreement The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. A reference to this Deed includes the Schedule.

2 GRANT OF SPECIFIED RIGHTS 2.1 IMSL grant Specified Rights IMSL impose the Specified Rights on the Burdened Property in favour of the Benefited Property subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting the Benefited Proprietors as owner of the Benefited Property and that with entry at the Date of Entry.

2.2 Use of Fibre Optic Strands The parties agree that the following are and shall at all times continue to be for the exclusive use of the Benefited Proprietors, namely:- (a) the 24 strands identified in the definition of Fibre Optic System in Clause 1.1; (b) any fibre optic cable which is laid in accordance with the provisions of paragraph 6 of Part 1 of the Schedule and the strands embodied in such cable; (c) (where any of the strands referred to in (a) or (b) is repaired or renewed) such strand following such repair or renewal (including any strand or part of a strand or other item which has been used to effect such repair or renewal); (d) any strand which (in accordance with any relevant provision of this Deed) is installed at any time or from time to time by way of replacement of any of the strands referred to in (a), (b) or (c) above (or of any strand referred to in this sub-paragraph (d));

2.3 Rights over strands The parties agree that (a) IMSL does not have and shall not acquire any right to use any of the strands or other items referred to in Clause 2.2; and (b) the Benefited Proprietors do not have and shall not acquire any right to use any strands comprised in the Fibre Optic System other than the strands referred to in Clause 2.2.

3 RESERVATION OF RIGHT TO RELOCATE There is reserved in favour of IMSL the right to alter the Original Route or any part thereof provided that the exercise of such right does not have an adverse impact on the ability of the Benefited Proprietors to exercise the Specified Rights and provided further that: - (a) IMSL shall give to the Benefited Proprietors as soon as practicable and in any event not later than 60 days prior to the date proposed for the commencement of the aftermentioned Alteration Works, a written notice containing (i) particulars of the proposed alteration to the Original Route (the "New Route"); (ii) a description of the fibre optic cables, ducting, plant, equipment, apparatus and other infrastructure which IMSL will construct and install on the New Route (such cables, ducting, plant, equipment, apparatus and other infrastructure being the "Replacement Infrastructure") and, in particular, information as to the technical characteristics of each of the key components of the Replacement Infrastructure and as to the performance capability of the Replacement Infrastructure following its entry into operation; (iii) information as to whether any part of the Replacement Infrastructure will consist of fibre optic cables, ducting, plant, equipment, apparatus or other infrastructure ("Existing Infrastructure") which is installed on the Original Route and will be dismantled and thereafter constructed and installed

on the New Route; and (iv) information as to the works (including programme) for the construction and installation of the Replacement Infrastructure on the New Route (the "Alteration Works"). (b) IMSL shall from time to time provide the Benefited Proprietors with such additional information concerning the matters referred to in paragraph (a) above as is reasonably requested by the Benefited Proprietors as soon as reasonably practicable after receiving the request. (c) The Alteration Works shall be carried out by IMSL in accordance with Applicable Law, in accordance with the standard of a Reasonable and Prudent Operator, in a good and workmanlike manner consistent with the then current policies and practices of IMSL with regard to matters related to health, safety, security and the environment and in such a manner that the Alteration Works do not materially affect the Benefited Proprietors' ability to act as a Reasonable and Prudent Operator and to comply with all Applicable Law. (d) IMSL will ensure that the Replacement Infrastructure will be capable of performing the same function as (and will have a performance capability which is no less than the performance capability of) the fibre optic cables, ducting, plant, equipment, apparatus and other infrastructure on the Original Route. (e) Subject to any rights which the Benefited Proprietors, IMSL, any BP Company or any member of the Innovene Group may have under any agreement to which they are a party from time to time, all the costs incurred in implementing the alteration of the route of the servitude hereby granted and of moving Existing Infrastructure and procuring, building and installing Replacement Infrastructure will be borne by IMSL. (f) IMSL shall, prior to commencement of the Alteration Works, enter into and deliver to the Benefited Proprietors in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as these presents (the "Substitute Deed of Servitude") whereby there shall be granted in favour of the Benefited Proprietors servitude rights over the New Route and, contemporaneously therewith, there shall be exhibited to the Benefited Proprietors a valid marketable title in name of IMSL to the subjects affected by the Substitute Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Substitute Deed of Servitude. (g) For the avoidance of doubt, the servitude rights constituted by this Deed shall continue to be exercisable by the Benefited Proprietors until such time as the Alteration Works are completed, all necessary consents and approvals have been obtained for the use and operation of the Replacement Infrastructure and the Substitute Deed of Servitude referred to at paragraph (f) above has been granted and delivered to the Benefited Proprietors.

4 OBLIGATIONS BY THE BENEFITED PROPRIETORS TO IMSL The Benefited Proprietors (to the intent so as to bind the Specified Rights hereby granted into whatsoever hands the same may come and with the intent to benefit and protect the Burdened Property and every part thereof both now and at all times in the future) HEREBY UNDERTAKE to IMSL that:- (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted the Benefited Proprietors shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if the Benefited Proprietors cause damage or injury to the Burdened Property through the exercise by the Benefited Proprietors of the servitude and other rights hereby granted the Benefited Proprietors shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same; (c) Pay share of maintenance costs: the Benefited Proprietors shall pay a fair share, according to user, of the Actual Cost incurred by IMSL in keeping the Fibre Optic System in proper repair and condition to the standard of a Reasonable and Prudent Operator; (d) Maintain Terminal Cabinets: the Benefited Proprietors shall maintain any Terminal Cabinets located within assets operated by any of the Benefited Proprietors in proper repair and condition to the standard of a Reasonable and Prudent Operator and shall only use appropriately skilled and competent personnel to carry out such maintenance. In the event of a failure to maintain such Terminal Cabinets causing damage to the Fibre Optic System, the Benefited Proprietors shall permit IMSL, on reasonable notice, to access such Terminal Cabinets to make good any such damage at the proper and reasonable cost of the Benefited Proprietors; (e) Pay public rates and taxes: the Benefited Proprietors shall pay a fair share, according to user, of all public rates and taxes

which may be imposed in respect of the Fibre Optic System or the servitude and other rights hereby granted; and (f) Take future tenants bound: in the event of the Benefited Proprietors granting any lease or other occupancy right in respect of the Benefited Property or any part thereof, the Benefited Proprietors will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Benefited Proprietors) with the entire provisions of this Deed including in particular, but without prejudice the foregoing generality, the provisions of this Clause 4.

5 OBLIGATIONS BY IMSL TO THE BENEFITED PROPRIETORS

IMSL (for the purpose of securing to the Benefited Property the Specified Rights hereby granted and to benefit and protect the same at all hands) hereby imposes the following real burdens on the Burdened Property for the benefit of the Benefited Property:-

- (a) No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Fibre Optic System;
- (b) No material alteration or deposit: IMSL will not, without the prior consent in writing of the Benefited Proprietors make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by the Benefited Proprietors to the Fibre Optic System or (ii) the exercise by the Benefited Proprietors of any rights granted hereunder or so as to affect in any way the support afforded to the Fibre Optic System by the surrounding soil including minerals or (where applicable) so as materially to reduce the depth of soil above the Fibre Optic System;
- (c) Keep Fibre Optic System in proper repair: IMSL shall maintain the Fibre Optic System in proper repair and condition to the standard of a Reasonable and Prudent Operator;
- (d) Repair damage to Fibre Optic System: IMSL will repair any damage suffered by the Fibre Optic System
- (e) Pay share of costs of remedying damage: if the Benefited Proprietors have appointed an Alternative Service Provider to remedy any damage to the Fibre Optic System or a Terminal Cabinet in accordance with Part 1 of the Schedule, IMSL shall pay a fair share, according to user, of the Actual Cost incurred by the Benefited Proprietors in employing the Alternative Service Provider to remedy such damage to the standard of a Reasonable and Prudent Operator;
- (f) Maintain Terminal Cabinets: IMSL shall maintain any Terminal Cabinets located within assets operated by IMSL in proper repair and condition to the standard of a Reasonable and Prudent Operator and shall only use appropriately skilled and competent personnel to carry out such maintenance. In the event of a failure to maintain such Terminal Cabinets causing damage to the Fibre Optic System, IMSL shall permit the Alternative Service Provider, on reasonable notice, to access such Terminal Cabinets to make good any such damage at the proper and reasonable cost of IMSL;
- (g) Pay public rates and taxes: IMSL shall pay a fair share, according to user, of all public rates and taxes which may be imposed in respect of the Fibre Optic System; and
- (h) Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Deed including in particular, but without prejudice to the foregoing generality, the provisions of this Clause 5.

6 COSTS OF REMEDYING DAMAGE

6.1 Benefited Proprietors cause damage

If the Benefited Proprietors (including any contractor, sub-contractor or agent of a Benefited Proprietor) cause damage to the Fibre Optic System or to any Terminal Cabinet, the direct cost of making good all such damage to the Fibre Optic System or Terminal Cabinet (but not any other damage) shall be borne by the Benefited Proprietors.

6.2 IMSL cause damage

If IMSL (including any contractor, sub-contractor or agent of IMSL) cause damage to the Fibre Optic System or to any Terminal Cabinet, the direct cost of making good all such damage to the Fibre Optic System or Terminal Cabinet (but not any other damage) shall be borne by IMSL.

6.3 Overriding provisions

The provisions of Clauses 6.1 and 6.2 shall take precedence over any other provision of this Deed and no such other provision shall impose a liability on the Benefited Proprietors or IMSL to bear any part of the cost of remedying any damage to the Fibre Optic System or a Terminal Cabinet which has been caused by IMSL or the Benefited Proprietors respectively. A party who (or

whose contractors, sub-contractors or agents) causes damage to the Fibre Optic System or a Terminal Cabinet shall have no liability to the other party in respect of such damage or its consequences, other than the liability of such party under Clause 6.1 or 6.2, as the case may be. 7 DISPUTES Any difference which may arise between IMSL and the Benefited Proprietors and for the determination of which this Deed does not expressly otherwise provide shall be determined by a single arbiter to be agreed between the parties or, failing such agreement, to be appointed by the President or other senior office holder for the time being of the Law Society of Scotland provided nevertheless that IMSL and the Benefited Proprietors shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed. 8 GENERAL 8.1 Notices All communications addressed to IMSL relative to this Deed shall be addressed to the Refinery Manager, Innovene Manufacturing Scotland Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as IMSL may at any time or from time to time notify to the Benefited Proprietors. All communications addressed to the Benefited Proprietors relative to this Deed shall be addressed to the Plant Manager, Forties Pipeline System, BP Exploration Operating Company Limited, Bo'ness Road, Kinneil, Grangemouth or to such other person and/or such other address as the Benefited Proprietors may at any time or from time to time notify to IMSL. 8.2 No application to Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90 (1) (a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes or the real burdens contained in this Deed for a period of five years after the registration of this Deed in the Land Register. 8.3 Governing law This Deed shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland and the parties hereto hereby severally submit to the exclusive jurisdiction of the Scottish Courts as a forum for the resolution of any disputes which might arise between them (other than differences between the parties which should be put to arbitration in terms of Clause 6 of this Deed). SCHEDULE Part 1 Specified Rights 1 A right to maintain in position any part or parts of the Fibre Optic System already laid or constructed in, on and under the Burdened Property along the routes shown with a green line and with an orange line on Supplementary Plans Nos. 9, 10, 11, 12 and 13 to the Title Plan. 2 A right to manage, work and use the Fibre Optic System to the standard of a Reasonable and Prudent Operator. 3 Subject to Clause 5 of the foregoing Deed a right to continuous vertical and lateral support for the Fibre Optic System from the Servitude Strip. 4 Subject to giving prior notice to IMSL allowing IMSL a reasonable opportunity to carry out such removal works (and to recover from the Benefited Proprietors a reasonable proportion of the costs incurred in doing so), a right to remove any trees which or the roots of which may become a danger to the Fibre Optic System and also any other trees or shrubs on the Servitude Strip PROVIDED that in exercising the rights set out in this Clause 4, the Benefited Proprietors shall act as a Reasonable and Prudent Operator, in accordance with IMSL's then current process in place for the control of work in respect of the Burdened Property (where applicable) and in accordance with all Health Safety Security and Environment (HSSE) requirements 5 If IMSL fails to remedy any damage caused to the Fibre Optic System or a Terminal Cabinet located within assets operated by IMSL within five working days of such damage being caused or within such longer period as is reasonable in all the circumstances, the right to appoint an Alternative Service Provider who shall be entitled to take such access over the Burdened Property as may be necessary to remedy such damage. 6 The right to lay along a New Route a new fibre optic cable for the transmission of data to the Benefited Property and to such part of the Grangemouth jetties as are operated by the Benefited Proprietors. Any new fibre optic cables laid pursuant to this right shall be deemed to form part of the Fibre Optic System. 7 The right to take steps to undertake the repair or renewal of the existing fibre optic strands within the Fibre Optic System dedicated to the Benefited Proprietors to the extent that the Benefited Proprietors and IMSL, both acting reasonably, agree this to be a viable solution and reasonably practicable (which repair or renewal may, if the parties so agree, involve the running of a section of fibre optic cable containing only strands which are dedicated

for the exclusive use of the Benefited Proprietors adjacent to the part of the route of the Fibre Optic System which contains the strands which have suffered the damage). PROVIDED that the rights set out in clauses 6 and 7 above are capable of being exercised only in circumstances where: (a) the number of reserved spare fibre optic strands within the Fibre Optic System dedicated to the Benefited Proprietors is four or fewer, (b) IMSL do not wish to carry out such works at a fair market price and within a reasonable timescale or if, having agreed to carry out the works on such basis, it fails to complete the works within a reasonable period; (c) such works are carried out at the cost of the Benefited Proprietors by an Alternative Service Provider; and (d) the Benefited Proprietors make good any damage caused to the Burdened Property as a result of carrying out any such works. Part 2 Over-description REFINERY The subjects comprising the Oil Refinery site at the Grangemouth complex; PETROCHEMICALS PLANT The subjects comprising the Petrochemicals plant at the Grangemouth complex. Part 3 Benefited Property KINNEIL 1. The subjects comprising the Kinneil crude oil stabilisation terminal at the Grangemouth complex, excepting those two pieces of ground outlined red on Supplementary Plan No. 5 to the Title Plan; PLPG PLANT 2. Those premises outlined red on Supplementary Plan No. 6 to the Title Plan and forming part and portion of the subjects described in Part 2 of the Schedule. Note 1: XXXX shown in the above deed represents a blank in the text of the original deed. Note 2: Supplementary Plans Nos. 9, 10, 11, 12 and 13 referred to are copies of the plans numbered 5, 6, 7, 8 and 9 respectively annexed to the foregoing Deed of Real Burdens and Deed of Servitude.

**Entry
Number**

Burden Detail

64

Deed of Real Burdens and Deed of Servitude registered and recorded G.R.S. ((Stirling) (Fiche 62 Frame 1) and (West Lothian)) 28 Mar. 2006, between Innovene Manufacturing Scotland Limited, BP Exploration Operating Company Limited, BP International Limited and BP Chemicals Limited, in the following terms: 1 DEFINITIONS AND INTERPRETATION 1.1 Definitions: In this Deed unless the context requires otherwise:- "Alternative Route" has the meaning given to it in Clause 3.1; "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case existing to the extent having force of law at the time in question; "Benefited Proprietors" means BPC, BPEOCL, BPI and their successors as heritable proprietors for the time being and from time to time of the Benefited Property; "Benefited Property" means the subjects described in Part 3 of the Schedule; "BPC" means BP Chemicals Limited and its successors in title as heritable proprietor of part of the Benefited Property; "BPEOCL" means BP Exploration Operating Company Limited and its successors in title as heritable proprietor of part of the Benefited Property; "BPI" means BP International Limited and its successors in title as heritable proprietor of part of the Benefited Property; "Burdened Property" means the subjects described in Part 2 of the Schedule under exception of those subjects shown outlined blue, outlined and hatched blue, and outlined and hatched red on Supplementary Plan No. 2 to the Title Plan, shown outlined and hatched red on Supplementary Plan No. 3 to the Title Plan, and shown outlined red on Supplementary Plan No. 6 to the Title Plan; "CHP Plant" means that part of the Benefited Property described in paragraph 2 of Part 3 of the Schedule: "Date of Entry" means 26 Sep. 2005; "Expert" means an expert with appropriate professional qualifications, independent of IMSL and the Benefited Proprietors and with no interest in the subject matter of this Deed as may be agreed between IMSL and the Benefited Proprietors, failing agreement as may be appointed by the President for the time being of the Law Society of Scotland; "IMSL" means Innovene Manufacturing Scotland Limited as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; "Innovene Group" means Innovene LLC, Innovene Inc., Innovene Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo

NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its incorporation, Innovene International Holdings LLC, together with their respective subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Kinneil Property" means that part of the Benefited Property described in paragraph 1 of Part 3 of the Schedule; "Original Route" means the route of the servitude constituted by this Deed; "Pipeline System" means a proposed CHP alternative fuel pipeline to be laid between the Kinneil Property and the CHP Plant along the route shown with a light blue line on Supplementary Plans Nos. 2, 3 and 4 to the Title Plan, together with all or any Supportive Apparatus associated therewith and all wrapping or protective materials; "Reasonable and Prudent Operator" means a person in good faith seeking to perform its contractual obligations and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 1 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clauses 3 and 4 of this Deed; "Servitude Strip" means (i) until the Pipeline System has been laid, that part of the Burdened Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the route shown with a light blue line on Supplementary Plans Nos. 2, 3 and 4 to the Title Plan and (ii) thereafter, that part of the Burdened Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Pipeline System, whether such point lies within the Burdened Property or not; "Substitute Deed of Servitude" means a valid deed of servitude in the same terms mutatis mutandis as these presents and in a form appropriate for recording in the General Register of Sasines and/or registration in the Land Register of Scotland, granting in favour of the Benefited Proprietors servitude rights over the Alternative Route; "Supportive Apparatus" means the following apparatus and works namely:- (a) apparatus for inducing or facilitating the flow of anything through the Pipeline System or any part thereof; (b) valves, valve chambers, manholes, inspection pits and similar works, being works annexed to or incorporated in the course of the Pipeline System; (c) apparatus for supplying energy for the operation of any such apparatus as is mentioned in paragraph (a) above or of any such works as are mentioned in paragraph (b) above; (d) apparatus for the transmission of information for the operation of the Pipeline System or any part thereof; (e) apparatus for affording cathodic protection to the Pipeline System or any part thereof; and (f) a structure for the exclusive support of any part of the Pipeline System. "Works Purpose" means the purpose of laying, constructing, inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, reinstating, upgrading, testing, cleansing, relaying, making safe, removing, decommissioning or (where needed) operating any part or parts of the Pipeline System; 1.2 Interpretation and Construction Save to the extent that the context or the express provisions of this Deed require otherwise, in this Deed:- (a) words importing the singular shall include the plural and vice versa; (b) words importing any gender shall include all other genders; (c) a reference to a Clause, the Schedule or Part of the Schedule is to the relevant clause, schedule or part of the schedule of or to this Deed; (d) a reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted; (e) a reference to a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality) of two or more of the foregoing; and (f) any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be

construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings The headings in this Deed are included for convenience only and shall be ignored in construing this Deed.

1.4 Whole Agreement The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. A reference to this Deed includes the Schedule.

2 GRANT OF SPECIFIED RIGHTS IMSL impose the Specified Rights on the Burdened Property in favour of the Benefited Property subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting the Benefited Proprietors as owner of the Benefited Property and that with entry at the Date of Entry.

3 RESERVATION OF RIGHT TO RELOCATE

3.1 Parties to agree Alternative Route (a) If, as a result of any requirements which are imposed by a planning authority or other competent authority, it transpires that the Pipeline System cannot be built and installed on the Original Route, IMSL shall grant to the benefited Proprietors a Substitute Deed of Servitude over such alternative route (the "Alternative Route") as is agreed by IMSL and the Benefited Proprietors by reference to the principle that the Alternative Route will be the route which imposes the least additional costs (in terms of the nature and scale of the Pipeline System which will be required to deliver the proposed alternative fuel pipeline and the associated building and installation works) by comparison with the cost of the Pipeline System and works which would have been required if the Pipeline System had been built and installed on the Original Route (provided that in selecting the Alternative Route, account shall be taken of the IMSL's potential future use of land on the Burdened Property). (b) Subject to any rights which the Benefited Proprietors and IMSL may have under any agreement to which they are a party from time to time, the additional costs reasonably incurred by the Benefited Proprietors in procuring the Pipeline System and bringing it into commercial operation (including costs reasonably incurred on additional plant, equipment, apparatus or other infrastructure and on additional design and consultancy) as a result of the alteration of the route of the servitude hereby granted (by comparison with the costs which would have been reasonably incurred on the same if the route had not been altered) will be borne by IMSL.

3.2 Determination by Expert If IMSL and the Benefited Proprietors are unable to agree on the Alternative Route in accordance with the provisions of Clause 3.1, either party may refer the matter for determination by an Expert whose determination shall (in the absence of manifest error) be binding on the parties. The costs of determination and the proportion in which the parties shall bear such costs, including the fees and expenses of the Expert, shall be determined by the Expert.

4 OBLIGATIONS BY THE BENEFITED PROPRIETORS TO IMSL The Benefited Proprietors (to the intent so as to bind the Specified Rights hereby granted into whatsoever hands the same may come and with the intent to benefit and protect the Burdened Property and every part thereof both now and at all times in the future) HEREBY UNDERTAKE to IMSL that:-

(a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted the Benefited Proprietors shall act as a Reasonable and Prudent Operator;

(b) Make good damage or injury: if the Benefited Proprietors cause damage or injury to the Burdened Property through the exercise by the Benefited Proprietors of the servitude and other rights hereby granted the Benefited Proprietors shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same;

(c) Keep Pipeline System in proper repair: following installation of the Pipeline System, the Benefited Proprietors shall so far as reasonably practicable keep the same in proper repair and condition and upon permanent abandonment of the Pipeline System or any part thereof shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition);

(d) Pay public rates and taxes: the Benefited Proprietors shall pay all public rates and taxes which may be imposed in respect of the Pipeline System or the servitude and other rights hereby granted;

(e) Take future tenants bound: in the event of the Benefited Proprietors granting any lease or other occupancy right in respect of the Benefited Property or any part thereof, the Benefited Proprietors will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Benefited

Proprietors) with the entire provisions of this Deed including in particular, but without prejudice the foregoing generality, the provisions of this Clause 4. (f) Obtain IMSL approval: prior to the construction of the Pipeline System, the Benefited Proprietors shall submit a specification for the proposed pipeline to IMSL giving IMSL a reasonable opportunity to comment on and approve the same and obtain IMSL's approval of the same, such approval not to be unreasonably withheld or delayed.

5 OBLIGATIONS BY IMSL TO THE BENEFITED PROPRIETORS IMSL (for the purpose of securing to the Benefited Property the Specified Rights hereby granted and to benefit and protect the same at all hands) hereby imposes the following real burdens on the Burdened Property for the benefit of the Benefited Property:- (a) No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Pipeline System; (b) No material alteration or deposit: IMSL will not, without the prior consent in writing of the Benefited Proprietors make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by the Benefited Proprietors to the Pipeline System or (ii) the exercise by the Benefited Proprietors of any rights granted hereunder or so as to affect in any way the support afforded to the Pipeline System by the surrounding soil including minerals or (where applicable) so as materially to reduce the depth of soil above the Pipeline System; and (c) Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Deed including in particular, but without prejudice to the foregoing generality, the provisions of this Clause 5.

6 DISPUTES Any difference which may arise between IMSL and the Benefited Proprietors and for the determination of which this Deed does not expressly otherwise provide shall be determined by a single arbiter to be agreed between the parties or, failing such agreement, to be appointed by the President or other senior office holder for the time being of the Law Society of Scotland provided nevertheless that IMSL and the Benefited Proprietors shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed.

8 GENERAL

8.1 Notices All communications addressed to IMSL relative to this Deed shall be addressed to the Refinery Manager, Innovene Manufacturing Scotland Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as IMSL may at any time or from time to time notify to the Benefited Proprietors. All communications addressed to the Benefited Proprietors relative to this Deed shall be addressed to the Plant Manager, Forties Pipeline System, BP Exploration Operating Company Limited, Bo'ness Road, Kinneil, Grangemouth or to such other person and/or such other address as the Benefited Proprietors may at any time or from time to time notify to IMSL.

8.2 No application to Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90 (1)(a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes or the real burdens contained in this Deed for a period of five years after the registration of this Deed in the Land Register.

8.3 Governing law This Deed shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland and the parties hereto hereby severally submit to the exclusive jurisdiction of the Scottish Courts as a forum for the resolution of any disputes which might arise between them (other than differences between the parties which should be put to arbitration in terms of Clause 6 of this Deed). This is the Schedule referred to in the foregoing Deed of Real Burdens and Deed of Servitude by IMSL in favour of BPC, BPEOCL and BPI

SCHEDULE Part 1 Specified Rights

1 A right to construct and place the Pipeline System in, on and under the Burdened Property as near as reasonably practicable along the routes shown with a light blue line on Supplementary Plans Nos. 2, 3 and 4 to the Title Plan and thereafter a right to maintain in position any part or parts of the Pipeline System so constructed.

2 A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and following reasonable prior notice to IMSL and in an

emergency at all times and without notice with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Burdened Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose. 3 A right on giving reasonable prior notice to IMSL to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required for any Works Purpose. 4 A right to manage, work and use the Pipeline System to the standard of a Reasonable and Prudent Operator. 5 Subject to Clause 5 of the foregoing Deed a right to continuous vertical and lateral support for the Pipeline System from the Servitude Strip. 6 Subject to giving prior notice allowing IMSL a reasonable opportunity to carry out such removal works (and to recover from the Benefited Proprietors a reasonable proportion of the costs incurred in doing so), a right to remove any trees which or the roots of which may become a danger to the Equipment and also any other trees or shrubs on the Servitude Strip. PROVIDED that in exercising the rights set out in Clauses 1, 2, 3 and 6 above, the Benefited Proprietors shall act as a Reasonable and Prudent Operator, in accordance with IMSL's then current process in place for the control of work in respect of the Burdened Property (where applicable) and in accordance with all Health Safety Security and Environment (HSSE) requirements. Part 2 Over-Description REFINERY The subjects comprising the Oil Refinery Site at the Grangemouth complex; CHEMICALS PLANT The subjects comprising the Petrochemicals plant at the Grangemouth complex. Part 3 Benefited Property KINNEIL The subjects comprising the Kinneil crude oil stabilisation terminal at the Grangemouth complex excepting those two pieces of ground outlined red on Supplementary Plan No. 5 to the Title Plan CHP PLANT Those subjects extending to 1.57 hectares or thereby comprising CHP Plant area lying to the south west of Bo'ness Road, Grangemouth and Inchyra Road, Grangemouth and being the subjects more particularly described in lease to BP Exploration Operating Company Limited, the tenant's interest in which is registered in the Land Register of Scotland under Title Number STG26949.

**Entry
Number**

Burden Detail

65 Disposition by Innovene Manufacturing Scotland Limited to Grangemouth Holdings Limited and its successors and assignees (hereinafter referred to as "GHL"), registered 28 Mar. 2006, of piece of ground at Grangemouth Refinery and Petrochemicals plant being the subjects edged and numbered 1 in green on the Title Plan ("the Subjects"), contains the following real burdens and servitudes: SCHEDULE Part 1: Definitions In the foregoing Disposition and in this Schedule: "Actual Cost" means the true cost to GHL, acting as a Reasonable and Prudent Operator, of operating and keeping the electrical plant and electric lines on the Subjects in proper repair and condition as determined by GHL with no mark-up or hidden costs except where defined and agreed with IMSL, and shall comprise: (a) fixed costs including, but not limited to: (i) direct fixed costs such as personnel, supply, accommodation and maintenance costs (including but not limited to repairs and routine maintenance); and (ii) site indirect costs such as utility and functional management costs and overheads (as those costs are expressly agreed between GHL and IMSL); and (b) direct variable costs including, but not limited to, energy costs and the costs of consumable materials used in operating and keeping electrical plant and electric lines on the Subjects in proper repair and condition and other materials including emissions rights used in operating and keeping the electrical plant and electric lines in proper repair and condition. "Applicable Law" means any applicable statute, law, regulation, ordinance, rule, judgment, order, decree, permit, approval, concession, grant, franchise, licence or requirement in each case existing to the extent having force of law at the time in question;

"Benefited Proprietors" means GHIL and the heritable proprietor for the time being and from time to time of the Kinneil Property; "BP Company" means BP plc or any of its subsidiaries, excluding any member of the Innovene Group; "electric lines" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "electrical plant" has the meaning given to it in Section 64 of the Electricity Act 1989 as the same may be modified, extended or re-enacted from time to time; "Equipment" means the electric lines between the Subjects and the Kinneil Property, the route of which is shown with a green line on Supplementary Plan No. 3 to the Title Plan with all associated or ancillary electrical plant, ducting and supportive apparatus; "Equipment Rights" means:- (a) A right to maintain in position any part or parts of the Equipment already laid or constructed. (b) A right for the officers, servants and agents of the Benefited Proprietors at all reasonable times and in an emergency at all times with or without contractors, surveyors, employees and others and with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip for any Works Purpose and pass over and across the Retained Property and any other adjoining land of IMSL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between IMSL and the Benefited Proprietors all parties acting reasonably, or in the case of emergency along such other route as may be necessary, for such purpose and temporarily to place on the Servitude Strip any such plant, apparatus and materials required to be used in connection with such purpose. (c) A right to excavate and open up so much of the Servitude Strip and to carry out such works or other activities thereon as may be reasonably required for any Works Purpose. (d) A right to manage, work and use the Equipment to the standard of a Reasonable and Prudent Operator. (e) A right to use or to permit to be used the Equipment to convey electricity between the Subjects and the Kinneil Property. (f) A right to continuous vertical and lateral support for the Equipment from the Servitude Strip. (g) A right to remove any trees which or the roots of which may become a danger to the Equipment and also any other trees or shrubs on the Servitude Strip. "IMSL" means Innovene Manufacturing Scotland Limited (Company Number SC010612) and its successors as heritable proprietors of the Retained Property (being the subjects comprising the Petrochemicals plant at the Grangemouth Complex. "Innovene Group" means Innovene LLC, Innovene Inc., Innovene Holding Company LLC, Innovene USA LLC, the Innovene Canada Partnership, Innovene European Holdings Limited, Innovene Canada Company, Innovene Canada Holding Company, Innovene Solutions NV, O&D Belgium HoldCo NV, Innovene Singapore Pte. Ltd, Innovene Korea Ltd, Innovene Management (Shanghai) Company Limited and, following its incorporation, Innovene International Holdings LLC, together with their respective subsidiaries from time to time, or, following any transfer such that all such entities are subsidiaries of Innovene Inc., then "Innovene Group" shall mean Innovene Inc. and its subsidiaries from time to time; "Kinneil Property" means the part of the Grangemouth complex comprising the crude oil stabilisation terminal, excepting those two areas of ground outlined red on Supplementary Plan No. 5 to the Title Plan; "Original Route" means the route of the Equipment as shown on Supplementary Plan No. 3 to the Title Plan; "Person" means any individual, firm, company, limited liability company, corporation, unincorporated association, government, state or agency of state, or any association, trust, or partnership (general or limited) or joint venture (whether or not having separate legal personality) or two or more of the foregoing; "Reasonable and Prudent Operator" means a Person in good faith seeking to perform its contractual obligations and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator operating in material compliance with Applicable Law and engaged in the same type of undertaking, in the same industry, and under the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator herein shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid; "Relocation Rights" means the right of IMSL to alter the Original Route of the Equipment Right or any part thereof pursuant to Part 2b of this Schedule; "Servitude Conditions" means the following conditions attaching to the exercise of the Equipment Rights: (a)

Avoid obstruction or interference: in exercising the servitude and other rights hereby granted the Benefited Proprietors shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if the Benefited Proprietors cause any damage or injury to the Retained Property through the exercise by the Benefited Proprietors of the Equipment Rights the Benefited Proprietors shall give notice to IMSL of such damage or injury and (in the absence of any agreement to the contrary) shall reimburse IMSL the reasonable costs of remedying the same; (c) Comply with permit to work scheme: the Benefited Proprietors shall comply with IMSL's then current process in place for the control of work in respect of the Retained Property; (d) Take future tenants bound: in the event of the Benefited Proprietors granting any lease or other occupancy right in respect of the Subjects or the Kinneil Property or any part thereof, the Benefited Proprietors will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were the Benefited Proprietors) with the entire provisions of this Disposition including in particular, but without prejudice the foregoing generality, the Servitude Conditions; "Servitude Strip" means that part of the Retained Property whose surface boundaries are vertically above or below any point lying three metres in the horizontal plane from any part of the Equipment, whether such point lies within the Retained Property or not; and "Works Purpose" means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, reinstating, upgrading, testing, cleansing, relaying, making safe, decommissioning, removing any part or parts of the Equipment.

Part 2a: Servitudes affecting the Retained Property The following servitudes are imposed on the Retained Property:- 1 IMSL impose the Equipment Rights on the Retained Property in favour of the Subjects and the Kinneil Property subject to the Servitude Conditions with the benefit of such of the provisions herein contained as are capable of protecting the Benefited Proprietors; 2 IMSL impose on the Retained Property in favour of the Subjects a servitude right of access to and egress from the Subjects and each part thereof for pedestrian and vehicular (including heavy and construction) traffic over the route shown with a yellow line on Supplementary Plan No. 3 to the Title Plan to permit the operation, inspection, maintenance, protection, adjustment, alteration, renewal or repair, reinstatement, upgrading, testing, cleansing, relaying, making safe, decommissioning or removing of the power station and other facilities situated on the Subjects and for all other necessary purposes such servitude right to be exercised: (a) subject to Benefited Proprietors contributing a fair share, according to user, of the cost of maintenance of the said route; and (b) in a manner which balances IMSL's interest in not having unnecessary and/or disruptive intrusions on the Retained Property and the Benefited Proprietors' interest in ensuring that the electric lines and electrical plant and other plant, equipment or apparatus situated on the Subjects are properly maintained and capable of serving their purpose.

Part 2b: the Relocation Rights There is reserved in favour of IMSL the right: to alter the Original Route provided that the exercise of such right does not have an adverse impact on the ability of the Benefited Proprietors to exercise the Equipment Rights and provided further that:- (a) IMSL shall give to the Benefited Proprietors as soon as practicable and in any event not later than 60 days prior to the date proposed for the commencement of the aftermentioned Alteration Works a written notice containing: - (i) particulars of the proposed alteration to the Original Route (the "New Route"); (ii) a description of the electrical plant, electric lines, plant, equipment, apparatus and other infrastructure which IMSL will construct and install on the New Route (such electrical plant, electric lines, plant, equipment, apparatus and other infrastructure being the "Replacement Infrastructure") and, in particular, information as to the technical characteristics of each of the key components of the Replacement Infrastructure and as to the performance capability of the Replacement Infrastructure following its entry into operation; (iii) information as to whether any part of the Replacement Infrastructure will consist of electrical plant, electric lines, plant, equipment, apparatus or other infrastructure ("Existing Infrastructure") which is installed on the Original Route and will be dismantled and thereafter constructed and installed on the New Route; and (iv) information as to the works (including program) for the construction and installation of the Replacement

Infrastructure on the New Route (the "Alteration Works"). (b) IMSL shall from time to time provide the Benefited Proprietors with such additional information concerning the matters referred to in paragraph (a) above as is reasonably requested by the Benefited Proprietors as soon as reasonably practicable after receiving the request; (c) The Alteration Works shall be carried out by IMSL in accordance with Applicable Law, in accordance with the standard of a Reasonable and Prudent Operator, in a good and workmanlike manner consistent with the then current policies and practices of IMSL with regard to matters related to health, safety, security and the environment and in such a manner that the Alteration Works do not materially affect the Benefited Proprietor's ability to act as a Reasonable and Prudent Operator and to comply with all Applicable Law; (d) IMSL will ensure that the Replacement Infrastructure will be capable of performing the same function as (and will have a performance capability which is no less than the performance capability of) the electrical plant, electric lines, plant, equipment, apparatus and other infrastructure on the Original Route; (e) Subject to any rights which the Benefited Proprietors, IMSL, any BP Company or any member of the Innovene Group may have under any agreement to which they are a party from time to time, all the costs incurred in implementing the alteration of the route of the servitude hereby granted and of moving Existing Infrastructure and procuring, building and installing Replacement Infrastructure will be borne by IMSL; (f) IMSL shall, prior to commencement of the Alteration Works, enter into and deliver to the Benefited Proprietors in a form appropriate for recording in the Register of Sasines and/or registration in the Land Register of Scotland a Deed of Servitude in the same terms mutatis mutandis as Parts 1, 2 and 3 of this Schedule (the "Substitute Deed of Servitude") whereby there shall be granted in favour of the Benefited Proprietors servitude rights over the New Route and, contemporaneously therewith, there shall be exhibited to the Benefited Proprietors a valid marketable title in name of IMSL to the subjects affected by the Substitute Deed of Servitude, which title shall not be subject to any encumbrances prejudicial to the grant of the Substitute Deed of Servitude; (g) For the avoidance of doubt, the servitude rights constituted in this Disposition shall continue to be exercisable by the Benefited Proprietors until such time as the Alteration Works are completed, all necessary consents and approvals have been obtained for the use and operation of the Replacement Infrastructure and the Substitute Deed of Servitude referred to at paragraph (f) above has been granted and delivered to the Benefited Proprietors.

Part 3: Real burdens affecting Retained Property IMSL impose the following real burdens on the Retained Property in favour of the Subjects and the Kinneil Property:

1. No damage or injury: IMSL will act as a Reasonable and Prudent Operator so as not to cause damage or injury to the Equipment;
- 2 No material alteration or deposit: IMSL will not, without the prior consent in writing of the Benefited Proprietors make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Servitude Strip so as to interfere with or obstruct (i) access by the Benefited Proprietors to the Equipment or (ii) the exercise by the Benefited Proprietors of any of the rights granted hereunder or so as to affect in any way the support afforded to the Equipment by the surrounding soil including minerals or (where applicable) so as materially to reduce the depth of soil above the Equipment; and
- 3 Take future tenants bound: in the event of IMSL granting any lease or other occupancy right in respect of the Retained Property or any part thereof, IMSL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successors in title, are bound to comply (as if such tenant or occupant, and such successors, were IMSL) with the entire provisions of this Disposition including in particular, but without prejudice the foregoing generality, the terms of this Part 3 of the Schedule.

Part 4: Real Burdens affecting the Subjects IMSL impose the following real burdens on the Subjects in favour of the Retained Property:

- 1 Keep Equipment in proper repair: GHJ shall so far as reasonably practicable keep the Equipment in proper repair and condition to the standard of a Reasonable and Prudent Operator and upon permanent abandonment of the Equipment or any part thereof (notification whereof shall be given to IMSL by GHJ) GHJ shall render the same permanently safe;
- 2 Pay public rates and taxes: GHJ shall pay all public rates and taxes which may be imposed in respect of the Equipment or the Equipment Rights;

Part 5:

Restriction on application to the Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) or section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in parts 2 and 4 of this Schedule or and the real burdens set out in part 3 of this Schedule for a period of five years after the registration of this Disposition in the Land Register.

**Entry
Number**

Burden Detail

66 Supplementary Grant of Servitude registered 19 Jan. 2007, between John Struthers ("the Owner") and Ineos Manufacturing Scotland Limited ("Ineos"), narrates as follows: WHEREAS (a) in terms of the Principal Deed Ineos acquired a servitude right, tolerance and wayleave for a section of underground pipe over the Burdened Property; and (b) The Owner has agreed to grant Ineos additional servitude rights for the protection from corrosion of the pipe by the method known as cathodic protection. IT IS AGREED AS FOLLOWS

1 Definitions and Interpretation

1.1 Definitions In this Deed the following expressions shall have the following meanings:- "Benefited Property" means inter alia The Petrochemicals Plant and Refinery at Grangemouth registered under Title Number STG29375; "Burdened Property" means (First) the farm and land of Gribloch being the lands disposed in the First Place in Disposition by Francis David Belfrage Black and others to John Millar Colville recorded G.R.S. (Stirling) 16 Nov. 1937; and (Second) the farm and lands of Bogside and Powside being the lands disposed by Disposition by Colonel Archibald Stirling of Garden to John Millar Colville recorded G.R.S. (Stirling) 12 Aug. 1946; "Cathodic Protection Wayleaves" means the wayleaves and rights described in Part Two of the Schedule; "Development" means any development of the Servitude Strip (other than carrying out mining operations) for which permission has been granted under the Town and Country Planning (Scotland) Act 1997 or any statutory modification or re-enactment thereof (or for which it can be shown that but for the Cathodic Protection equipment such permission might reasonably be expected to be granted); "Grantee" means Ineos and its successors as heritable proprietors of the Benefited Property in whom the benefit of the wayleaves and rights granted in the Principal Deed and hereby granted shall from time to time be vested; "Grantor" means the Owner and his successors as heritable proprietors of the Servitude Strip; "Principal Deed" means a Grant of Servitude by John Millar Colville in favour of Ineos (then named BP Refinery (Grangemouth) Limited) recorded G.R.S. (Stirling) 1 Mar. 1971 "Schedule" means the schedule annexed and executed as relative to the foregoing Supplementary Grant of Servitude; and "Servitude Strip" means so much of the Burdened Property as lie immediately over or within a lateral distance of five metres (5m) measured horizontally in every direction from any part of the Cathodic Protection Equipment as defined in the Schedule.

1.2 Interpretation Save to the extent that the context or the express provisions of this Deed otherwise requires, in this Deed:-

1.2.1 words importing any gender include all other genders; 1.2.2 words importing the singular number only include the plural number and vice versa; 1.2.3 where at any time there are two or more persons included in the expression "Grantor" or "Grantee" obligations contained in this Deed which are expressed to be made by the party denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order; 1.2.4 words importing individuals include legal persons and vice versa; 1.2.5 references to this Deed or to any other document are to be construed as reference to this Deed or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time; 1.2.6 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed; 1.2.7 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words; and 1.2.8 any rights reserved to the Grantee are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

2 Grant of Servitude The owner grants the Cathodic Protection Wayleaves over the Servitude Strip for the benefit of

Grantee. 3. Future Development of Servitude Strip 3.1 If the Grantor in future wishes to carry out any Development and the position of the Cathodic Protection Equipment or any part thereof shall be found to prevent such Development, the Grantor shall give to the Grantee twelve months' prior notice in writing of his intention to develop and shall supply to the Grantee sufficient details of the intended development with plans and subject to Clauses 3.2 and 3.3 upon the expiration of such notice as aforesaid (or earlier by mutual agreement) the Grantee shall at their own cost and expense remove the Cathodic Protection Equipment or such part thereof as may be necessary from the position shown on Supplementary Plan No. 14 to the Title Plan and replace it in a new position on the land of the Grantor to be agreed between the Grantor and the Grantee and to the reasonable satisfaction of the Grantor (such alternative position to be provided by the Grantor free of charge) and the provisions of this Deed shall apply to the said new position mutatis mutandis in all respects as if it were the position hereby authorised. 3.2 On receiving from the Grantor such notice set out in Clause 3.1, the Grantee may in their absolute discretion and subject to Clause 3.3 elect to pay compensation to the Grantor for the diminution in the value of that part of the Servitude Strip which, but for the presence of the Cathodic Protection Equipment or part thereof as the case may be, would have been capable of such Development and the Grantee, on so electing to pay such compensation, shall not be required to remove the Cathodic Protection Equipment or part thereof as the case may be from the position indicated on Supplementary Plan No. 14 to the Title Plan. 3.3 As to the whole or any part of the Cathodic Protection Equipment the said removal pursuant to Clause 3.1 or payment of compensation in lieu thereof pursuant to Clause 3.2 shall take place or be payable once only. 4 Principal Deed terms apply The Principal Deed shall be deemed to be incorporated herein mutatis mutandis as if the Cathodic Protection Wayleaves had formed part of the servitude rights granted by the Principal Deed, and references therein to the servitude area or wayleave area and the pipe were references to the Servitude Strip and the Cathodic Protection Equipment respectively. 5 Liability for Damage to Equipment The Grantor shall not be liable for any damage to the cathodic protection equipment or any associated apparatus which may occur in the course of the Grantor's normal farming operations and in particular but without prejudice to the foregoing generality, any damage which may be occasioned to the cathodic protection equipment or associated apparatus by reason of the fact that any part of the cathodic protection equipment or associated apparatus may not have been laid at the depth specified in Part Two of the Schedule hereto. The Grantor will be obliged to take all reasonable precautions to avoid any such damage but shall have no liability therefor. 6 Existing Equipment The servitude rights granted by this Deed and the cathodic protection wayleaves described in Part 2 of the Schedule shall extend only to the existing cathodic protection equipment and for the avoidance of doubt shall not extend to the replacement or renewal, or upgrading of the said equipment or any part thereof. 7 Commencement of servitude rights The servitude rights granted by this Deed will be exercisable with effect from 1 Jan. 2000 notwithstanding the dates hereof. 8 Warrandice The Owner grants warrandice. 9 No applications No application may be made to the Lands Tribunal for Scotland under section 90(1)(a) (i) of the Title Conditions (Scotland) Act 2003 in respect of the servitudes set out in this Deed for a period of 5 years after the recording of this Deed in the General Register of Sasines THE SCHEDULE Part One- Definitions In this Schedule the following expressions shall have the following meanings:- "Cathodic Protection Equipment" means and includes the Transformer, the Ground-Bed, the Ground-Bed Posts, the Drain Post, the First Connecting Cable and the Second Connecting Cable and all such other works and apparatus as may be necessary or convenient in connection with or subsidiary to the use or enjoyment of the Cathodic Protection Wayleaves. "Drain Post" means the potential measuring box post constructed or to be constructed on the pipeline route; "First Connecting Cable" means the cable connecting or intended to connect the positive side of the Transformer to the Ground-Bed and to be laid as nearly as is practicable to the position shown by the line coloured black on Supplementary Plan No. 14 to the Title Plan; "Ground-Bed" means the anode ground-bed laid as nearly as is practicable to the position indicated on Supplementary Plan No. 14 to the Title Plan by green colouring and to

be connected to the positive side of the Transformer; "Ground-Bed Posts" means the two concrete markers or posts which are erected or are to be erected to indicate the extremities of the Ground-Bed; "Second Connecting Cable" means the cable connecting or intended to connect the negative side of the Transformer to the pipeline via the Drain Post and to be laid as nearly as is practicable to the position shown by the line coloured black on Supplementary Plan No. 14 to the Title Plan; and "Transformer" means the ground mounted Transformer/Rectifier installed as nearly as is practicable to the position indicated on Supplementary Plan No. 14 to the Title Plan in green and identified as TR Unit; Part Two- Cathodic Protection Wayleaves The following are the wayleaves and rights (in this Deed referred to as the "Cathodic Protection Wayleaves") which are granted to the Grantee by this Deed:- 1 a right to maintain in position any part of the Cathodic Protection Equipment already laid or constructed; 2 a right from time to time to inspect, maintain and repair the Cathodic Protection Equipment or any part thereof; 3 a right to energise the First Connecting Cable, the Second Connecting Cable and the Ground-Bed from the Transformer and to use the same respectively for the cathodic protection of the pipes; and 4 a right for the purpose of exercising or in connection with the exercise of any of the rights aforesaid at any time and from time to time for the Grantee with or without contractors, surveyors, employees and others with or without motor or other vehicles, plant, apparatus and materials to enter upon the Servitude Strip from any other lands over which the Grantee has rights of way. Note 1: Supplementary Plan No. 14 to the Title Plan referred to in the foregoing entry is a copy of the plan annexed to the said Supplementary Grant of Servitude. Note 2: The Principal Deed referred to in the foregoing entry is the Grant of Servitude at Entry 20 of this Section.

**Entry
Number**

Burden Detail

67 Deed of Conditions and Servitudes among Ineos Manufacturing Scotland Limited, Ineos Chemicals Grangemouth Limited and Ineos Infrastructure (Grangemouth) Limited, registered 6 Apr. 2011, narrates as follows: 1. WHEREAS: - 1.1 IMSL has agreed to transfer ownership to certain parts of the Whole Property to each of ICGL and IIGL together with all servitude rights, subject to servitude conditions) as are necessary and required for the operation of the respective businesses (as hereinafter defined) of each of the Parties ("the Transfer"); and 1.2 Following the Transfer; 1.2.1 IMSL will be the owner of the IMSL Property; 1.2.2 ICGL will be the owner of the ICGL Property; and 1.2.3 IIGL will be the owner of the IIGL Property; and 1.3 The Parties have agreed it would be expedient to set out these servitudes and servitude conditions in one Deed; THEREFORE IT IS HEREBY AGREED between the Parties that the following provisions shall apply to the Whole Property, as follows: - 2. DEFINITIONS In this Deed of Conditions and Servitudes including the Schedules the following expressions are used with the following meanings: "Access Roads" means the roads from time to time formed within the Whole Property; "Apparatus" means pipelines tubes cables wires ducts and other conducting media of whatsoever nature and all associated valves meters pumps switchgear and similar apparatus and includes any other ancillary apparatus; "Benefited Proprietor" Means the heritable proprietor from time to time of a Benefited Property; "Benefited Property" means each of the IMSL Property, ICGL Property and IIGL Property which has the benefit of a Servitude or a burden which is for the benefit of any Burdened Property "Burdened Proprietor" means the heritable proprietor from time to time of a Burdened Property "Burdened Property" means each of the IMSL Property, the ICGL Property and the IIGL Property which is subject to a Servitude or a burden which is to any Benefited Property; "Construction Notice" means a notice given by the Benefited Proprietor in accordance with Paragraph 1.1 of the Construction Provisions; "Construction Provisions" means the provisions of paragraph 4 of Part 4 of the Schedule; "Corridors" means the corridors in the Whole Property at the date of this Deed of Conditions and Servitudes (31 March 2011) as the indicative route of the same is shown variously coloured purple, blue, green, orange, and blue broken line on Plan 1 and under the proviso that each corridor comprises an area whose surface boundaries are vertically above or below

any point lying two metres in the horizontal plane from any point along the centre line of the line of the indicative route, whether such first mentioned point lies within the relevant Burdened Property or not and such other routes as may from time to time be designated as corridors by the Parties (including any new corridors agreed between the Parties pursuant to Clause 2.2 of Part 4 of the Schedule); "Diversion Provisions" means the provisions of paragraph 5 of Part 4 of the Schedule; "ICGL" means INEOS CHEMICALS GRANGEMOUTH LIMITED, incorporated under the Companies Acts (Company Number 06981897) and having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire, S043 7FG and their 'successors in title whomsoever to the ICGL Property; "IIGL" means INEOS INFRASTRUCTURE (GRANGEMOUTH) LIMITED being a company incorporated in England and Wales under the Companies Acts (Company Number 06981874) and having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire, S043 7FG and their successors in title whomsoever to the IIGL Property; "IMSL" means INEOS MANUFACTURING SCOTLAND LIMITED, being a Company incorporated under the Companies Acts (Company Number SC010612) and having its registered office at Bo'ness Road, Grangemouth, Stirlingshire, FK3 9XQ and their successors in title whomsoever to the IMSL Property; "ICGL Apparatus" means the Apparatus and any ancillary Infrastructure exclusively serving the ICGL Property which is in, on, under or over the IMSL Property and the IIGL Property from time to time or which has been constructed by or on behalf of ICGL or by a third party providing services to ICGL for the purpose of ICGL Business (whether owned by ICGL or a third party); "IIGL Apparatus" means the Apparatus and any ancillary Infrastructure exclusively serving the IIGL Property which is in, on, under or over the IMSL Property and the ICGL Property from time to time or which has been constructed by or on behalf of IIGL or by a third party providing services to IIGL for the purpose of IIGL Business (whether owned by IIGL or a third party); "IMSL Apparatus" means the Apparatus and any ancillary Infrastructure exclusively serving the IMSL Property which is in, on, under or over the ICGL Property and the IIGL Property from time to time or which has been constructed by or on behalf of IMSL or by a third party providing services to IMSL for the purpose of the IMSL Business (whether owned by IMSL or a third party); "ICGL Business" means and includes the following: (a) the business of ethanol production carried on at and from the ICGL Property as at the date of the Transfer; (b) the business of olefins (and associated products) and polymers production carried on at and from the ICGL Property as at the date of the Transfer; and (c) the business of providing certain services at the ICGL Property (including, inter alia, procurement and technical, HR and payroll, security, laboratory, projects management, engineering standards, compliance, inspection, governmental and public affairs, industrial relations, emergency services and health and safety) for the common benefit of, inter alia, the ICGL Business, the IMSL Business and the IIGL Business carried on at and from the ICGL Property as at the date of the Transfer; "IIGL Business" Means the business of supplying shared utilities and providing operation of and access to shared jetty infrastructure at the Whole Property for the common benefit of, inter alia, the ICGL Business and the IMSL Business, along with operational services to certain exclusive infrastructure assets of the ICGL Business and/or the IMSL Business as required by these businesses from time to time carried on by at and from the IIGL Property as at the date of the Transfer; "IMSL Business" the business of crude oil refining carried on by at and from the IMSL Property as at the date of the Transfer; "ICGL Infrastructure" means the Infrastructure in, on, under or over the ICGL Property exclusively serving the ICGL Apparatus; "IIGL Infrastructure" means the Infrastructure in, on, under or over the IIGL Property exclusively serving the IIGL Apparatus; "IMSL Infrastructure" means the Infrastructure in, on, under or over the IMSL Property exclusively serving the IMSL Apparatus; "ICGL Property" means the subjects registered under Title Number STG29375; "IIGL Property" means the subjects shown outlined in red under exception of the subjects shown outlined in blue on Plan 2 which subjects form part and portion of the subjects registered under Title Number STG64980; "IMSL Property" means the subjects registered under Title Number STG64980 under exception of the IIGL Property; "ICGL Servitudes" means the servitudes set out in Part 2 of the Schedule "IIGL Servitudes" means the

servitudes set out in Part 3 of the Schedule "IMSL Servitudes" means the servitudes set out in Part 1 of the Schedule "ICGL Shared Apparatus Infrastructure" means the Shared Apparatus Infrastructure used by ICGL; "IIGL Shared Apparatus Infrastructure" means the Shared Apparatus Infrastructure used by IIGL; "IMSL Shared Apparatus Infrastructure" means the Shared Apparatus Infrastructure used by IMSL; "Infrastructure" means pipe supports, pipebridges, cable supports, cable bridges, ducts, gantries, culverts, trenches and similar apparatus and/or other ancillary equipment (including the foundations for any such items, apparatus or equipment); "Insured Risks" means risks in respect of loss or damage by fire lightning earthquake landslip subsidence heave explosion aircraft (other than hostile aircraft in time of war) and other aerial devices or articles dropped or falling therefrom riot and civil commotion strikes locked-out workers and persons taking part in labour disturbances and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood impact terrorism and property owner's and third party risks and such other insurable risks or insurance as may from time to time be agreed jointly by the Parties; "the Parties" means, collectively, IMSL, ICGL and IIGL and 'Party' shall mean any one of them; "Permit to Work" means a permit to carry out works to be issued in writing by a Burdened Proprietor to a Benefited Proprietor (which the Burdened Proprietor undertakes to issue upon request and upon reasonable terms) setting out the conditions, inductions, procedures, instructions and forms to comply with the Burdened Proprietor's safe systems of work all as referred to in paragraph 6 of Part 4 of the Schedule; "Plan 1" Means Plan 1 annexed to this Deed of Conditions and Servitudes; "Plan 2" Means Plan 2 annexed to this Deed of Conditions and Servitudes; "Planning Act" means the Town and Country Planning (Scotland) Act 1997 as amended by the Planning Etc (Scotland) Act 2006; "Planning Legislation" means any and all of the Planning Act and all statutes, regulations, orders or other legislation or laws regulating town and country planning and the development and use of land; "President" means the President for the time being of the Scottish Branch of the Institute of Civil Engineers; "Reasonable and Prudent Constructor" means a person or body constructing and/or operating or intending to construct and/or operate pipelines and/or cables and/or associated infrastructure and in so doing (and in the general conduct of its undertaking) exercising a degree of skill diligence technical competence prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced pipeline and/or cable promoter and/or constructor and/or operator (in substantial compliance with all applicable laws) in the construction and/or operation of pipelines and/or cables and/or the carrying out of works and any reference to the standard of a Reasonable and Prudent Constructor shall be a reference to such degree of skill diligence technical competence prudence and foresight; "Schedule" means the Schedule of 5 Parts; "Servitudes" Means each of the IMSL Servitudes, the ICGL Servitudes and the IIGL Servitudes; "Servitude Conditions" means the servitude conditions set out in Part 4 of the Schedule "Shared Apparatus Infrastructure" means any Infrastructure (which is not IMSL Apparatus Infrastructure, ICGL Apparatus Infrastructure or IIGL Apparatus Infrastructure) which is in, under or over the Whole Property or any part or parts thereof and the use of which is made by more than one Party; "Title Burdens and Conditions" means the conditions and burdens contained in the title deeds to the Whole Property; "Value Added Tax" means the tax known as value added tax charged in accordance with the Value Added Tax Act 1994 and shall include any tax or fiscal imposition of a similar nature that may be substituted for it or levied in addition to it; and "Whole Property" means together the IMSL Property, the IIGL Property and the ICGL Property; "Works Provisions" means the provisions of paragraph 6 of Part 4 of the Schedule. 3. INTERPRETATION This Deed of Conditions and Servitudes (and the Schedule) shall be construed on the basis that: 3.1 words importing the masculine gender only shall include the feminine gender and vice versa; 3.2 words importing the singular number only shall include the plural number and vice versa; 3.3 any reference to any statute or statutory instrument shall be deemed to refer also to any amendment or modification or re-enactment thereof for the time being in force; 3.4 any undertaking by any party not to do an act or thing shall include an obligation not to permit or suffer such act or thing to be done; 3.5 the headings

and sub-headings to the Clauses and Schedules contained in this Deed of Conditions and Servitudes are inserted for convenience only and shall be disregarded in construing the provisions of this Deed of Conditions and Servitudes; and 3.6 any reference to the IMSL Property, the ICGL Property or the IIGL Property shall, in each case, include each and every part thereof 4. IMSL PROPERTY The Parties agree that the IMSL Property shall have the benefit of the IMSL Servitudes subject to the Servitude Conditions. 5. ICGL PROPERTY The Parties agree that the ICGL Property shall have the benefit of the ICGL Servitudes subject to the Servitude Conditions. 6. IIGL PROPERTY The Parties agree that the IIGL Property shall have the benefit of the IIGL Servitudes subject to the Servitude Conditions. 7. NO LANDS TRIBUNAL APPLICATION have the benefit of the IMSL have the benefit of the ICGL have the benefit of the IIGL No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the real burdens or the servitudes created by this deed of conditions for a period of five years after the date of recording of this Deed of Servitudes in the General Register of Sasines THIS IS THE SCHEDULE OF 4 PARTS REFERRED TO IN THE FOREGOING DEED OF CONDITIONS PART 1 The IMSL Servitudes The following servitudes are imposed on the ICGL Property for the benefit of the IMSL Property in all time coming: 1. Right to construct IMSL Apparatus The right to construct and place the IMSL Apparatus in the Corridors in accordance with the Construction Provisions. 2. Right to maintain IMSL Apparatus The right to maintain in position the IMSL Apparatus. 3. Right to carry out necessary works The right to carry out such works on the ICGL Property as may be required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe protecting or removing any part or parts of the IMSL Apparatus and/or for the purpose of exercising any other rights granted to IMSL by this Deed of Conditions and Servitudes. 4. Right of user The right to free and uninterrupted use of the IMSL Apparatus for the passage and re-passage of substances, chemicals, matter or energy and all utilities (including but not limited to water, gas, electricity, telecommunications, drainage, electrical impulses, electronic information), data communications and services whether or not they are available at the date of this Deed of Conditions and Servitudes (31 March 2011). 5. Right of Support The right to continuous support for the IMSL Apparatus from the ICGL Property. 6. Right of line walking The right (in common as aforesaid) for the agents and servants of IMSL at any time and from time to time to enter upon the ICGL Property for the purposes of walking the line or lines of the IMSL Apparatus. 7. Rights of Access to IMSL Apparatus The right (in common as aforesaid) for the officers servants and agents of IMSL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the ICGL Property as shall be requisite for the purpose of obtaining access to and egress from the IMSL Apparatus for the purpose of exercising or in connection with the exercise of any of the rights granted to the IMSL by this Deed of Conditions and Servitudes subject to such conditions which ICGL may reasonably impose in relation to such access provided that: (A) ICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IMSL in lieu of the right-granted by this Paragraph 7 to be approved by IMSL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 7 shall not prevent ICGL from disposing of any part or parts of the ICGL Property free in all respects of the rights granted by this Paragraph 7 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IMSL over other land (whether land which is vested in ICGL or land over which access rights subsist for the benefit of IMSL). 8. Rights of Access over Access Roads Subject to IMSL paying a fair and reasonable contribution to the maintenance of the Access Roads (assessed as far as possible according to user), the right (in common as aforesaid) for IMSL, its employees, agents, visitors or licensees and others authorised by IMSL at all times with or without contractors surveyors employees and others and with or without vehicles plant apparatus and materials to pass and repass over the Access Roads (so far as lying within the ICGL Property) in connection with the IMSL Business provided that

ICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IMSL in lieu of the right granted by this Paragraph 8 provided that such alternative route must be no less convenient or suitable for use than the Access Roads (so far as lying within the ICGL Property) in connection with the IMSL Business.

9. IMSL Shared Apparatus Infrastructure

9.1 Rights to use IMSL Shared Apparatus Infrastructure The Parties agree that the rights contained in this Part of the Schedule shall apply and extend to the IMSL Shared Apparatus Infrastructure insofar as the IMSL Shared Apparatus Infrastructure is located within the ICGL Property.

9.2 Rights of Access to IMSL Shared Apparatus Infrastructure The right (in common as aforesaid) for the officers servants and agents of IMSL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the ICGL Property as shall be requisite for the purpose of obtaining access to and egress from the IMSL Shared Apparatus Infrastructure for the purpose of maintenance in accordance with the obligation set out in paragraph 1.12 of Part 4 of the Schedule to this Deed of Conditions and Servitudes subject to such conditions which ICGL may reasonably impose in relation to such access provided that: (A) ICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IMSL in lieu of the right granted by this Paragraph 9 to be approved by IMSL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 9 shall not prevent ICGL from disposing of any part or parts of the ICGL Property free in all respects of the rights granted by this Paragraph 9 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IMSL over other land (whether land which is vested in ICGL or land over which access rights subsist for the benefit of IMSL). The following servitudes are imposed on the IIGL Property for the benefit of the IMSL Property or in all time coming:

1. Right to construct IMSL Apparatus The right to construct and place the IMSL Apparatus in the Corridors in accordance with the Construction Provisions.
2. Right to maintain IMSL Apparatus The right to maintain in position the IMSL Apparatus.
3. Right to carry out necessary works The right to carry out such works on the IIGL Property as may be required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe protecting or removing any part or parts of the IMSL Apparatus and/or for the purpose of exercising any other rights granted to IMSL by this Deed of Conditions and Servitudes.
4. Right of user The right to free and uninterrupted use of the IMSL Apparatus for the passage and re-passage of substances, chemicals, matter or energy and all utilities (including but not limited to water, gas, electricity, telecommunications, drainage, electrical impulses, electronic information), data communications and services whether or not they are available at the date of this Deed of Conditions and Servitudes (31 March 2011).
5. Right of Support The right to continuous support for the IMSL Apparatus from the IIGL Property.
6. Right of line walking The right (in common as aforesaid) for the agents and servants of IMSL at any time and from time to time to enter upon the IIGL Property for the purposes of walking the line or lines of the IMSL Apparatus.
7. Rights of Access to IMSL Apparatus The right (in common as aforesaid) for the officers servants and agents of IMSL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IIGL Property as shall be requisite for the purpose of obtaining access to and egress from the IMSL Apparatus for the purpose of exercising or in connection with the exercise of any of the rights granted to IMSL by this Deed of Conditions and Servitudes subject to such conditions which IIGL may reasonably impose in relation to such access provided that: (A) IIGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IMSL in lieu of the right granted by this Paragraph 7 to be approved by IMSL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 7 shall not prevent IIGL from disposing of any part or parts of the IIGL Property free in all respects of the rights granted by this Paragraph 7 where the land to be disposed of is not required

for the purposes of access and/or adequate permanent access is available to IMSL over other land (whether land which is vested in IIGL or land over which access rights subsist for the benefit of IMSL).

8. Rights of Access over Access Roads Subject to IMSL paying a fair and reasonable contribution to the maintenance of the Access Roads (assessed as far as possible according to user), the right (in common as aforesaid) for IMSL, its employees, agents, visitors or licensees and others authorised by IMSL at all times with or without contractors surveyors employees and others and with or without vehicles plant apparatus and materials to pass and repass over the Access Roads (so far as lying within the IIGL Property) in connection with the IMSL Business provided that IIGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IMSL in lieu of the right granted by this Paragraph 8 provided that such alternative route must be no less convenient or suitable for use than the Access Roads (so far as lying within the IIGL Property) in connection with the IMSL Business.

9. IMSL Shared Apparatus Infrastructure

9.1 Rights to use IMSL Shared Apparatus Infrastructure The Parties agree that the rights contained in this Part of the Schedule shall apply and extend to the IMSL Shared Apparatus Infrastructure insofar as the IMSL Shared Apparatus Infrastructure is located within the IIGL Property.

9.2 Rights of Access to IMSL Shared Apparatus Infrastructure The right (in common as aforesaid) for the officers servants and agents of IMSL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IIGL Property as shall be requisite for the purpose of obtaining access to and egress from the IMSL Shared Apparatus Infrastructure for the purpose of maintenance in accordance with the obligation set out in paragraph 1.12 of Part 4 of the Schedule to this Deed subject to such conditions which IIGL may reasonably impose in relation to such access provided that: (A) IIGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IMSL in lieu of the right granted by this Paragraph 9 to be approved by IMSL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 9 shall not prevent IIGL from disposing of any part or parts of the IIGL Property free in all respects of the rights granted by this Paragraph 9 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IMSL over other land (whether land which is vested in IIGL or land over which access rights subsist for the benefit of IMSL).

PART 2 The ICGL Servitudes The following servitudes are imposed on the IMSL Property for the benefit of the ICGL Property in all time coming:

1. Right to construct ICGL Apparatus The right to construct and place the ICGL Apparatus in the Corridors in accordance with the Construction Provisions.
2. Right to maintain ICGL Apparatus The right to maintain in position the ICGL Apparatus.
3. Right to carry out necessary works The right to carry out such works on the IMSL Property as may be required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe protecting or removing any part or parts of the ICGL Apparatus and/or for the purpose of exercising any other rights granted to ICGL by this Deed of Conditions and Servitudes.
4. Right of user The right to free and uninterrupted use of the ICGL Apparatus for the passage and re-passage of substances, chemicals, matter or energy and all utilities (including but not limited to water, gas, electricity, telecommunications, drainage, electrical impulses, electronic information), data communications and services whether or not they are available at the date of this Deed of Conditions and Servitudes (31 March 2011).
5. Right of Support The right to continuous support for the ICGL Apparatus from the IMSL Property.
6. Right of line walking The right (in common as aforesaid) for the agents and servants of ICGL at any time and from time to time to enter upon the IMSL Property for the purposes of walking the line or lines of the ICGL Apparatus.
7. Rights of Access to ICGL Apparatus The right (in common as aforesaid) for the officers servants and agents of ICGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IMSL Property as shall be requisite for the purpose of obtaining access to and egress

from the ICGL Apparatus for the purpose of exercising or in connection with the exercise of any of the rights granted to ICGL by this Deed of Conditions and Servitudes subject to such conditions which IMSL may reasonably impose in relation to such access provided that: (A) IMSL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by ICGL in lieu of the right granted by this Paragraph 7 to be approved by ICGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 7 shall not prevent IMSL from disposing of any part or parts of the IMSL Property free in all respects of the rights granted by this Paragraph 7 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to ICGL over other land (whether land which is vested in IMSL or land over which access rights subsist for the benefit of ICGL).

8. Rights of Access over Access Roads Subject to ICGL paying a fair and reasonable contribution to the maintenance of the Access Roads (assessed as far as possible according to user), the right (in common as aforesaid) for ICGL, its employees, agents, visitors or licensees and others authorised by ICGL at all times with or without contractors surveyors employees and others and with or without vehicles plant apparatus and materials to pass and repass over the Access Roads (so far as lying within the IMSL Property) in connection with the ICGL Business provided that IMSL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by ICGL in lieu of the right granted by this Paragraph 8 provided that such alternative route must be no less convenient or suitable for use than the Access Roads (so far as lying within the IMSL Property) in connection with the ICGL Business.

9. ICGL Shared Apparatus Infrastructure

9.1 Rights to use ICGL Shared Apparatus Infrastructure The Parties agree that the rights contained in this Part of the Schedule shall apply and extend to the ICGL Shared Apparatus Infrastructure insofar as the ICGL Shared Apparatus Infrastructure is located within the IMSL Property.

9.2 Rights of Access to ICGL Shared Apparatus Infrastructure The right (in common as aforesaid) for the officers servants and agents of ICGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IMSL Property as shall be requisite for the purpose of obtaining access to and egress from the ICGL Shared Apparatus Infrastructure for the purpose of maintenance in accordance with the obligation set out in paragraph 1.12 of Part 4 of the Schedule to this Deed of Conditions and Servitudes subject to such conditions which IMSL may reasonably impose in relation to such access provided that: (A) IMSL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by ICGL in lieu of the right granted by this Paragraph 9 to be approved by ICGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 9 shall not prevent IMSL from disposing of any part or parts of the IMSL Property free in all respects of the rights granted by this Paragraph 9 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IMSL over other land (whether land which is vested in IMSL or land over which access rights subsist for the benefit of ICGL). The following servitudes are imposed on the IIGL Property for the benefit of the ICGL Property in all time coming:

1. Right to construct ICGL Apparatus The right to construct and place the ICGL Apparatus in the Corridors in accordance with the Construction Provisions.
2. Right to maintain ICGL Apparatus The right to maintain in position the ICGL Apparatus.
3. Right to carry out necessary works The right to carry out such works on the IIGL Property as may be required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe protecting or removing any part or parts of the ICGL Apparatus and/or for the purpose of exercising any other rights granted to ICGL by this Deed of Conditions and Servitudes.
4. Right of user The right to free and uninterrupted use of the ICGL Apparatus for the passage and re-passage of substances, chemicals, matter or energy and all utilities (including but not limited to water, gas, electricity, telecommunications, drainage, electrical impulses, electronic information), data communications and services whether or not they are available at the date of this

Deed of Conditions and Servitudes (31 March 2011). 5. Right of Support The right to continuous support for the IICGL Apparatus from the IICGL Property. 6. Right of line walking The right (in common as aforesaid) for the agents and servants of IICGL at any time and from time to time to enter upon the IICGL Property for the purposes of walking the line or lines of the IICGL Apparatus. 7. Rights of Access to IICGL Apparatus The right (in common as aforesaid) for the officers servants and agents of IICGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IICGL Property as shall be requisite for the purpose of obtaining access to and egress from the IICGL Apparatus for the purpose of exercising or in connection with the exercise of any of the rights granted to IICGL by this Deed of Conditions and Servitudes subject to such conditions which IICGL may reasonably impose in relation to such access provided that: (A) IICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IICGL in lieu of the right granted by this Paragraph 7 to be approved by IICGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 7 shall not prevent IICGL from disposing of any part or parts of the IICGL Property free in all respects of the rights granted by this Paragraph 7 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IICGL over other land (whether land which is vested in IICGL or land over which access rights subsist for the benefit of IICGL). 8. Rights of Access over Access Roads Subject to IICGL paying a fair and reasonable contribution to the maintenance of the Access Roads (assessed as far as possible according to user), the right (in common as aforesaid) for IICGL, its employees, agents, visitors or licensees and others authorised by IICGL at all times with or without contractors surveyors employees and others and with or without vehicles plant apparatus and materials to pass and repass over the Access Roads (so far as lying within the IICGL Property) in connection with the IICGL Business provided that IICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IICGL in lieu of the right granted by this Paragraph 8 provided that such alternative route must be no less convenient or suitable for use than the Access Roads (so far as lying within the IICGL Property) in connection with the IICGL Business. 9. IICGL Shared Apparatus Infrastructure 9.1 Rights to use IICGL Shared Apparatus Infrastructure The Parties agree that the rights contained in this Part of the Schedule shall apply and extend to the IICGL Shared Apparatus Infrastructure insofar as the IICGL Shared Apparatus Infrastructure is located within the IICGL Property. 9.2 Rights of Access to IICGL Shared Apparatus Infrastructure The right (in common as aforesaid) for the officers servants and agents of IICGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IICGL Property as shall be requisite for the purpose of obtaining access to and egress from the IICGL Shared Apparatus Infrastructure for the purpose of maintenance in accordance with the obligation set out in paragraph 1.12 of Part 4 of the Schedule to this Deed of Conditions and Servitudes subject to such conditions which IICGL may reasonably impose in relation to such access provided that: (A) IICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IICGL in lieu of the right granted by this Paragraph 9 to be approved by IICGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 9 shall not prevent IICGL from disposing of any part or parts of the IICGL Property free in all respects of the rights granted by this Paragraph 9 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IMSL over other land (whether land which is vested in IICGL or land over which access rights subsist for the benefit of IICGL).

PART 3 The IICGL Servitudes The following servitudes are imposed on the IMSL Property for the benefit of the IICGL Property in all time coming: 1. Right to construct IICGL Apparatus The right to construct and place the IICGL Apparatus in the Corridors in accordance with the Construction Provisions. 2. Right to maintain IICGL Apparatus The right to maintain in position the IICGL Apparatus. 3. Right to carry

out necessary works The right to carry out such works on the IMSL Property as may be required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe protecting or removing any part or parts of the IIGL Apparatus and for the purpose of exercising any other rights granted to IIGL by this Deed of Conditions and Servitudes. 4. Right of user The right to free and uninterrupted use of the IIGL Apparatus for the passage and re-passage of substances, chemicals, matter or energy and all utilities (including but not limited to water, gas, electricity, telecommunications, drainage, electrical impulses, electronic information), data communications and services whether or not they are available at the date of this Deed of Conditions and Servitudes (31 March 2011). 5. Right of Support The right to continuous support for the IIGL Apparatus from the IMSL Property. 6. Right of line walking The right (in common as aforesaid) for the agents and servants of IIGL at any time and from time to time to enter upon the IMSL Property for the purposes of walking the line or lines of the IIGL Apparatus. 7. Rights of Access to IIGL Apparatus The right (in common as aforesaid) for the officers servants and agents of IIGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IMSL Property as shall be requisite for the purpose of obtaining access to and egress from the IIGL Apparatus for the purpose of exercising or in connection with the exercise of any of the rights granted to IIGL by this Deed of Conditions and Servitudes subject to such conditions which IMSL may reasonably impose in relation to such access provided that: (A) IMSL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IIGL in lieu of the right granted by this Paragraph 7 to be approved by IIGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 7 shall not prevent IMSL from disposing of any part or parts of the IMSL Property free in all respects of the rights granted by this Paragraph 7 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IIGL over other land (whether land which is vested in IMSL or land over which access rights subsist for the benefit of IIGL). 8. Rights of Access over Access Roads Subject to IIGL paying a fair and reasonable contribution to the maintenance of the Access Roads (assessed as far as possible according to user), the right (in common as aforesaid) for IIGL, its employees, agents, visitors or licensees and others authorised by IIGL at all times with or without contractors surveyors employees and others and with or without vehicles plant apparatus and materials to pass and repass over the Access Roads (so far as lying within the IMSL Property) in connection with the IIGL Business provided that IMSL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IIGL in lieu of the right granted by this Paragraph 8 provided that such alternative route must be no less convenient or suitable for use than the Access Roads (so far as lying within the IMSL Property) in connection with the IIGL Business. 9 IIGL Shared Apparatus Infrastructure 9.1 Rights to use IIGL Shared Apparatus Infrastructure The Parties agree that the rights contained in this Part of the Schedule shall apply and extend to the IIGL Shared Apparatus Infrastructure insofar as the IIGL Shared Apparatus Infrastructure is located within the IMSL Property. 9.2 Rights of Access to IIGL Shared Apparatus Infrastructure The right (in common as aforesaid) for the officers servants and agents of IIGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the IMSL Property as shall be requisite for the purpose of obtaining access to and egress from the IIGL Shared Apparatus Infrastructure for the purpose of maintenance in accordance with the obligation set out in paragraph 1.12 of Part 4 of the Schedule to this Deed of Conditions and Servitudes subject to such conditions which IMSL may reasonably impose in relation to such access provided that: (A) IMSL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IIGL in lieu of the right granted by this Paragraph 9 to be approved by IIGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 9 shall not prevent

IMSL from disposing of any part or parts of the IMSL Property free in all respects of the rights granted by this Paragraph 9 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IIGL over other land (whether land which is vested in IMSL or land over which access rights subsist for the benefit of IIGL). The following servitudes are imposed on the ICGL Property for the benefit of the IIGL Property in all time coming:

1. Right to construct IIGL Apparatus The right to construct and place the IIGL Apparatus in the Corridors in accordance with the Construction Provisions.
2. Right to maintain IIGL Apparatus The right to maintain in position the IIGL Apparatus.
3. Right to carry out necessary works The right to carry out such works on the ICGL Property as may be required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe protecting or removing any part or parts of the IIGL Apparatus and/or for the purpose of exercising any other rights granted to IIGL by this Deed of Conditions and Servitudes.
4. Right of user The right to free and uninterrupted use of the IIGL Apparatus for the passage and re-passage of substances, chemicals, matter or energy and all utilities (including but not limited to water, gas, electricity, telecommunications, drainage, electrical impulses, electronic information), data communications and services whether or not they are available at the date of this Deed of Conditions and Servitudes (31 March 2011).
5. Right of Support The right to continuous support for the IIGL Apparatus from the ICGL Property.
6. Right of line walking The right (in common as aforesaid) for the agents and servants of IIGL at any time and from time to time to enter upon the ICGL Property for the purposes of walking the line or lines of the IIGL Apparatus.
7. Rights of Access to IIGL Apparatus The right (in common as aforesaid) for the officers servants and agents of IIGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon such of the ICGL Property as shall be requisite for the purpose of obtaining access to and egress from the IIGL Apparatus for the purpose of exercising or in connection with the exercise of any of the rights granted to IIGL by this Deed of Conditions and Servitudes subject to such conditions which ICGL may reasonably impose in relation to such access provided that: (A) ICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IIGL in lieu of the right granted by this Paragraph 7 to be approved by IIGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 7 shall not prevent ICGL from disposing of any part or parts of the ICGL Property free in all respects of the rights granted by this Paragraph 7 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IIGL over other land (whether land which is vested in ICGL or land over which access rights subsist for the benefit of IIGL).
8. Rights of Access over Access Roads Subject to IIGL paying a fair and reasonable contribution to the maintenance of the Access Roads (assessed as far as possible according to user), the right (in common as aforesaid) for IIGL, its employees, agents, visitors or licensees and others authorised by IIGL at all times with or without contractors surveyors employees and others and with or without vehicles plant apparatus and materials to pass and repass over the Access Roads (so far as lying within the ICGL Property) in connection with IIGL Business provided that ICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IIGL in lieu of the right granted by this Paragraph 8 provided that such alternative route must be no less convenient or suitable for use than the Access Roads so far as lying within the ICGL Property) in connection with the IIGL Business.
9. IIGL Shared Apparatus Infrastructure

9.1 Rights to use IIGL Shared Apparatus Infrastructure The Parties agree that the rights contained in this Part of the Schedule shall apply and extend to the IIGL Shared Apparatus Infrastructure insofar as the IIGL Shared Apparatus Infrastructure is located within the ICGL Property.

9.2 Rights of Access to IIGL Shared Apparatus Infrastructure The right (in common as aforesaid) for the officers servants and agents of IIGL at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant

apparatus and materials to enter upon such of the ICGL Property as shall be requisite for the purpose of obtaining access to and egress from the IIGL Shared Apparatus Infrastructure for the purpose of maintenance in accordance with the obligation set out in paragraph 1.12 of Part 4 of the Schedule to this Deed of Conditions and Servitudes subject to such conditions which ICGL may reasonably impose in relation to such access provided that: (A) ICGL may at any time designate in writing a reasonably suitable and convenient permanent access route or access routes to be enjoyed by IIGL in lieu of the right granted by this Paragraph 9 to be approved by IIGL in advance (such approval not to be unreasonably withheld or delayed); and (B) this Paragraph 9 shall not prevent ICGL from disposing of any part or parts of the ICGL Property free in all respects of the rights granted by this Paragraph 9 where the land to be disposed of is not required for the purposes of access and/or adequate permanent access is available to IIGL over other land (whether land which is vested in ICGL or land over which access rights subsist for the benefit of IIGL).

PART 4 The Servitude Conditions

1. ALL PARTY UNDERTAKINGS The Parties undertake to each other that in respect of the exercise of the Servitudes referred to in this Deed of Conditions and Servitudes, any Benefited Proprietor exercising a Servitude will:

1.1 Make good damage etc. at all times take all reasonable and proper precautions to ensure that in the exercise of the relevant Servitudes as little damage as possible is caused to the Burdened Property or Burdened Properties and any structures equipment pipes and other apparatus thereon or hereunder (whether the property of the Burdened Proprietor or of a third party) and make good or pay compensation to the Burdened Proprietor or the occupier of the Burdened Property or other the owners of such structures equipment pipes and apparatus for any damage caused by the Benefited Proprietor to the Burdened Property and any structures equipment pipes and other apparatus thereon or thereunder but excluding compensation for any business or consequential losses;

1.2 Reinstatement with all practicable speed reinstate and put any part of the Burdened Property used or opened or broken up in the exercise of the Servitudes into as good a condition in all respects as the same was in prior to such use or opening or breaking up as aforesaid;

1.3 Keep Apparatus in repair etc. keep its Apparatus in good repair and condition in a manner appropriate to a Reasonable and Prudent Constructor and indemnify and keep indemnified any Burdened Proprietor and its tenants or licensees or other the occupier or occupiers for the time being of any Burdened Property or other the owners of any structures equipment pipes or other apparatus thereon or thereunder from and against all claims and liabilities whatsoever in respect of the exercise of the Servitudes except any claims and liabilities occasioned by the neglect or default of the person or body claiming the benefit of such indemnity;

1.4 Comply with Construction Provisions etc. perform observe comply with and be bound by: (A) the Construction Provisions; (B) the Diversion Provisions; and (C) the Works Provisions so far as the same fall to be performed observed and complied with by the Benefited Proprietor;

1.5 Comply with statutory obligations etc. comply with all requirements under all relevant statutes and applicable consents and regulations howsoever arising in connection with its Apparatus and/or the exercise of the Servitudes and indemnify and keep indemnified any Burdened Proprietor, its agents tenants and licensees against any breach, non-observance or non-performance of the same;

1.6 Title Burdens and Conditions perform, comply with and observe the Title Burdens and Conditions in so far as they relate to the Burdened Property but only in so far as such Title Burdens and Conditions relate to or affect its Apparatus and/or the exercise of the Servitudes and fall to be performed, complied with and observed in connection with the Apparatus or the exercise of the Servitude in question and to indemnify and keep indemnified the Burdened Proprietor from and against all claims and liabilities arising by virtue of any breach, non-performance, non-compliance or non-observance thereof committed or permitted or suffered by or on the part of any Burdened Proprietor, its employees agents contractors workmen and licensees;

1.7 Insurance effect at their own cost and maintain at all times a policy or policies of comprehensive insurance relating to the Apparatus in respect of the Insured Risks in a sum to be reasonably jointly agreed among the Parties with such insurers as is jointly agreed by the Parties;

1.8 Payment provisions

1.8.1 where any works are carried out in any Burdened Property in the exercise of the

Servitude in question, pay to the relevant Burdened Proprietor within 28 days of written demand the Burdened Proprietor's proper and reasonable costs (including internal management costs) in providing a facilitation service for such works including (without limitation): (D) facilitation of access onto the Burdened Property for the purpose of carrying out the works in accordance with the Works Provisions; (E) inductions and issue of Permit to Work in accordance with the Works Provisions; (F) reviewing method statements and monitoring design and safety reviews; and (G) monitoring and auditing any works conducted; 1.9 Rates and taxes pay discharge and indemnify any Burdened Proprietor against all rates taxes and other outgoings payable in respect of the Apparatus of the Benefited Proprietor; 1.10 Pay interest on sums due under this Deed of Conditions and Servitudes if any of the sums (whether formally demanded or not) payable to any Burdened Proprietor by a Party under this Deed of Conditions and Servitudes shall not be paid so that the Burdened Proprietor receives full value in cleared funds within fourteen days of the date when payment is due the relevant Party shall pay interest on such sums at 4% per annum over the base rate from time to time of Barclays Bank plc from and including the date when payment was due to the date of payment to the Burdened Proprietor (both before and after any judgment); and 1.11 Value Added Tax in respect of any obligation under this Deed of Conditions and Servitudes to make any payment to any Burdened Proprietor pay any Value Added Tax chargeable in respect of the supply to which such payment relates. 1.12 Shared Apparatus Infrastructure To the extent that any Party makes use of Shared Apparatus Infrastructure then that Party will be liable, along with any other Party or Parties using the same, to jointly, with the said Party or Parties using the same, on a fair and equitable basis maintain the said Shared Apparatus Infrastructure in good repair and condition. 2. AGREEMENTS AND DECLARATIONS the Parties hereby agree and declare as follows: 2.1 Ownership of Apparatus (A) that at all times a Party's Apparatus shall be and remain in the ownership of the Party and available for the exclusive use of that Party; (B) all Shared Apparatus Infrastructure shall be and remain the property of the Parties that benefit from the Shared Apparatus Infrastructure/or the relevant third party (as applicable); (C) if any Party fails to make good any breach of its undertaking to maintain the Shared Apparatus Infrastructure in good repair and condition within 30 days after the giving of written notice by any other Party to the Shared Apparatus Infrastructure specifying the nature of the breach (or sooner if reasonably required and specified in such notice), any of the Parties to the shared Apparatus Infrastructure and all persons authorised by them shall be entitled to access the Property belonging to the other Parties and carry out such works as are required to remedy the breach and put the Shared Apparatus Infrastructure in good repair and condition; 2.2 New Corridors (A) if at any time or times a Party, being a Benefited Proprietor, desires to lay the whole or any particular part of an item of their Apparatus on or in a Corridor but there is no adequate space within the existing Corridors to accommodate their Apparatus, then the Benefited Proprietor shall supply to the relevant Burdened Proprietor full details of the Apparatus and a proposal for a new corridor route; (B) the route of the new Corridor shall be such route within the Burdened Property as shall be agreed between the Burdened Proprietor and the Benefited Proprietor or failing agreement as shall be determined by an arbitrator to be appointed (in default of agreement between the parties) by the President as being a route which is available and will cause the least possible interference with the use and enjoyment by the Burdened Proprietor of the Burdened Property and the Burdened Proprietor's ability to develop the Burdened Property commensurate with the reasonable requirements of the Benefited Proprietor in connection with the use of their Apparatus; (C) on agreement as to the route of a new Corridor: (i) no consideration shall be payable by the Benefited Proprietor to the Burdened Proprietor; (ii) all reasonably incurred costs and expenses in connection with the preparation and use of the new Corridor shall be borne by the Benefited Proprietor and all such reasonably incurred costs and expenses properly incurred by the Burdened Proprietor shall be paid to the Burdened Proprietor by the Benefited Proprietor on demand; (iii) there shall be no interruption in the Burdened Proprietor's business during the preparation and use of the new Corridor and the Burdened Property must be accessible to the Burdened Proprietor at all times; (iv)

the Burdened Proprietor shall be requested by the Benefited Proprietor enter into such further instrument or deed as may be necessary to document the new Corridor and the rights and obligations of the Burdened Proprietor and Benefited Proprietor respectively in relation thereto; (v) the preparation and use of the new Corridor shall be carried out by the Benefited Proprietor with all reasonable dispatch and all work in connection with such preparation and use shall be executed in a manner appropriate to a Reasonable and Prudent Constructor; 2.3 Abandonment if at any time or times a Party being a Benefited Proprietor shall desire to abandon any item of their Apparatus or parts thereof and shall give written notice of such desire to the Burdened Proprietor then subject as provided in this Deed of Conditions and Servitudes everything contained in this Deed of Conditions and Servitudes shall cease to have effect in relation to such Apparatus or parts of it abandoned without prejudice: (A) to any claim by the Burdened Proprietor or by the Benefited Proprietor in respect of any antecedent breach of any undertaking or condition herein contained; or (B) to the right of the Burdened Proprietor to apply to the Benefited Proprietor for a formal discharge of the Servitudes in whole or in part (as the case may be) with regard to that item of Apparatus which release shall not be unreasonably withheld and the whole costs and expenses thereof shall be paid by the Benefited Proprietor Provided that: (C) to the extent that such abandoned item of Apparatus (or the part or parts thereof so abandoned) is exposed and can be removed without breaking the ground of the Burdened Property, the Benefited Proprietor may remove and the Burdened Proprietor shall be entitled to require the Benefited Proprietor to remove from the Burdened Property such abandoned item which removal the Benefited Proprietor undertakes to carry out with all reasonable despatch; (D) to the extent that such abandoned item of Apparatus (or the part or parts thereof so abandoned) is concealed and cannot be removed without breaking the ground of the Burdened Property, the Benefited Proprietor may remove and the Burdened Proprietor shall be entitled to require the Benefited Proprietor to remove from the Burdened Property or purge, stop up and otherwise make safe such abandoned item to the extent agreed between the Burdened Proprietor and the Benefited Proprietor (both parties acting reasonably); and (E) nothing herein contained shall release the Benefited Proprietor from its obligations under Paragraph 6.8 of this Part of the Schedule or under the provisions of any applicable legislation; 2.4 Burdened Proprietor Works subject to compliance with the Burdened Proprietor's undertaking in paragraph 1.12 of this Part of the Schedule, the Burdened Proprietor and/or other occupier of the Burdened Property shall have the right to provide new or improved roads, footpaths or other accesses across the Apparatus belonging to a Benefited Proprietor and to lay maintain and support pipelines sewers drains pipes cables ducts and other services media and apparatus across or under the said Apparatus subject to compliance with the following conditions: (A) save in cases of emergency the Burdened Proprietor or such occupier shall before exercising the said right furnish plans or other appropriate details of the work to the Benefited Proprietor for approval of the Benefited Proprietor (such approval not to be unreasonably withheld or delayed); (B) the Benefited Proprietor may specify any protective works whether temporary or permanent which the Benefited Proprietor reasonably requires to be carried out to ensure the safety of the Apparatus and such protective works shall be constructed by and at the cost of the Burdened Proprietor and in a manner appropriate to a Reasonable and Prudent Constructor; and (C) such work shall be carried out in accordance with the plans or details so submitted to the Benefited Proprietor and shall when commenced be carried out in a manner appropriate to a Reasonable and Prudent Constructor with all reasonable despatch; 2.5 Provision re applications for approval consent wherever in this Deed of Conditions and Servitudes or the Schedule a provision (a "relevant provision") appears which requires one Party to obtain a consent or approval (an "approval") from any other Party or Parties and the relevant provision provides that this Clause 2.5 shall apply the relevant provision shall be deemed to be qualified by a proviso to the effect that: (A) the approval in question will not be unreasonably withheld or delayed; (B) any application for such approval shall be accompanied by such plans drawings specifications and other details reasonably required to enable the party to whom the application is made to decide whether the approval should be granted or

withheld; and (C) any refusal to grant an approval shall be accompanied by a proper statement of the reason or reasons why the approval has not been granted and in the absence of such a statement shall not rank as a refusal to grant an approval for the purpose of this Deed of Conditions and Servitudes; 2.6 Costs Any Party making an application for approval or carrying out Works pursuant to this Deed of Conditions and Servitudes shall pay any other Party's proper and reasonable costs (including an allowance for management costs) incurred in granting or refusing any approval requested pursuant to the terms of this Deed of Conditions and Servitudes or in supervising inspecting or approving any works carried out pursuant to the terms of this Deed of Conditions and Servitudes with the maximum amount of such casts to be agreed between the relevant Parties, acting reasonably, in advance; 2.7 Value Added Tax unless the contrary is expressed any sum specified in this Deed of Conditions and Servitudes is (and any sum to be agreed determined or ascertained pursuant to the provisions of this Deed of Conditions and Servitudes shall be) a sum exclusive of Value Added Tax; 2.8 Notices any notice under or in relation to this Deed of Conditions and Servitudes shall be in writing. Any notice to any Party shall be sufficiently served if sent by Recorded Delivery Post to its Registered Office and (if the Party shall be a person) shall be sufficiently served if sent by Recorded Delivery Post to him at his last known address in Great Britain or Northern Ireland. Any notice sent by Recorded Delivery Post shall be deemed duly served at the expiry of two days after the date of posting. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Party in accordance with this Clause and posted to the place to which it was so addressed; 2.9 Not to undermine etc. Apparatus Any Burdened Proprietor undertakes not to undermine, remove or damage the Apparatus of any Benefited Proprietor or the support for Apparatus of any Benefited Proprietor, not to raise the ground level or build upon or over Apparatus of any Benefited Proprietor and to make good or pay compensation to any Burdened Proprietor for any damage caused by a Party to the Apparatus of any Benefited Proprietor and not to do anything (save for in an emergency) which may interfere with free flow and passage through the Apparatus of any Benefited Proprietor or interfere with the ability of any Benefited Proprietor to gain access to, inspect, repair, maintain or replace their Apparatus; 2.10 Saving Provision Notwithstanding the provisions of this Deed of Conditions and Servitudes, in that the Parties have agreed that the Servitudes referred to in this Deed of Conditions and Servitudes are those required and necessary for the operation of the respective businesses (as herein defined) carried on by the Parties within the Whole Property, in the event that this Deed of Conditions and Servitudes does not correctly reflect the Servitudes deemed by a Party to be so required and necessary for the operation of its businesses (as herein defined) following the transfers of ownership referred to in the preamble of this Deed of Conditions and Servitudes, each Party will act reasonably in cooperating with the other Parties in granting any additional or substitute rights over their respective interests in the Whole Property deemed to be required or necessary for the operation of the relevant business (as herein defined) of the Party in question. 3. DISPUTES If any dispute shall arise between the Parties to this Deed of Conditions and Servitudes as to the construction or effect of this Deed of Conditions and Servitudes or any provision of this Deed of Conditions and Servitudes or otherwise in connection with the Servitudes or any matter arising out of this Deed of Conditions and Servitudes such dispute shall (in the absence of any express provision to the contrary) be referred to a single arbitrator who shall act as an expert and who shall be appointed in default of agreement on the application by any Party by: (i) the President (or other most senior officer available) of the Law Society of Scotland (in the case of a dispute with regard to the construction of this Deed of Conditions and Servitudes); (ii) the president (or other most senior officer available) of the Scottish Branch of the Royal Institution of Chartered Surveyors (in any other case); (iii) and declaring that if there is any dispute as to whether sub-paragraph (i) or (ii) applies in any given case, it will be for the President (or other most senior officer available) of the Law Society of Scotland to decide which of the said sub-paragraphs applies. and who shall be entitled to include in his amount a direction as to the payment of his costs failing which such costs shall be borne by the Parties to the dispute in equal

shares and who if required by any Party to the dispute shall be entitled and obliged to permit any dispute relating to the contributions to be made towards the cost of repairing maintaining and renewing any Shared Apparatus Infrastructure to be consolidated with any other reference for determination relating to the same Shared Apparatus Infrastructure under any similar document requiring contributions to be made towards such cost.

4. THE CONSTRUCTION PROVISIONS

4.1. Apparatus

No Apparatus may be constructed by any Benefited Proprietor within a Burdened Property unless:

- 4.1.1 the Party being the Benefited Proprietor has first given to the Burdened Proprietor in question not less than three months' written notice of the Benefited Proprietor's intention to construct the Apparatus;
- 4.1.2 the Benefited Proprietor has specified in such notice the identity of the material or substance to be transmitted through any pipeline comprised in the Apparatus;
- 4.1.3 the Benefited Proprietor has obtained the written approval of the Burdened Proprietor in question pursuant to Paragraph (4.3 of this Part of the Schedule (unless such approval is unreasonably withheld or delayed); and
- 4.1.4 construction of the Apparatus concerned has commenced not later than the later of the following dates: (A) the date two (2) years after the date of the notice under Paragraph 4.1.1 above; and (B) the date eighteen (18) months after the giving by the Burdened Proprietor in question of its written approval pursuant to Paragraph 4.1.3 of this Part of the Schedule with regard to the Apparatus concerned.

4.2. Infrastructure

No Infrastructure shall be constructed by a Benefited Proprietor within a Burdened Property save in accordance with the following provisions and procedures, namely:

- 4.2.1 Where the whole or any particular part of an item of Apparatus is to be laid on or in a Corridor no Infrastructure will be constructed if adequate space to accommodate the Apparatus or part thereof in question exists on existing Infrastructure on the Corridors and the Burdened Proprietor will use all reasonable endeavours in the light of its own, the Benefited Proprietor's and any relevant third parties' anticipated requirements to make available to the Benefited Proprietor any space which exists on existing Infrastructure.
- 4.2.2 Where the whole or any particular part of an item of Apparatus is to be laid on or in a Corridor and adequate space to accommodate the item of Apparatus or part thereof in question does not exist on existing Infrastructure: (A) the Benefited Proprietor will as soon as reasonably practicable following the date of giving of the Construction Notice relating to the Apparatus in question submit to the Burdened Proprietor for approval (as to which paragraph 2.5 of this Part of the Schedule shall apply) drawings, specifications and other requisite details of the Infrastructure required in connection with the Apparatus; and (B) all construction work in connection with such Infrastructure shall (following approval of the drawings specifications and other details thereof as aforesaid) be carried out by the Burdened Proprietor at the cost of the Benefited Proprietor.
- 4.2.3 Where the Benefited Proprietor is to construct Infrastructure pursuant to Paragraph 4.2.2 of this Part of the Schedule it will use all reasonable endeavours to secure that the relevant construction is carried out in such manner as to ensure that the agreed timetable and programme of works can be adhered to.
- 4.2.4 The Benefited Proprietor and the Burdened Proprietor will each afford to the other party reasonably adequate rights to monitor and inspect the carrying out and the progress of the construction work.

4.3. Limitation of Servitudes

The Servitudes set out in paragraph 1 of each of Parts 1, 2 and 3 of the Schedule shall not be exercisable by the relevant Benefited Proprietor unless and until the relevant Benefited Proprietor shall have obtained the written approval of the Burdened Proprietor with regard to the routing design and specification of the Apparatus in question (which shall reflect the Burdened Proprietor's requirements to use space within and adjoining the Corridors in the most efficient manner possible and the construction method and programme of works (as to which paragraph 2.5 of this Part of the Schedule shall apply) provided that it shall be reasonable for the Burdened Proprietor to require as a condition of the giving of any such approval that the cost of any alterations or modifications which may reasonably be required to any buildings structures apparatus or equipment (whether of the Burdened Proprietor or of a third party) and any costs and expenses resulting therefrom should be borne by the relevant Benefited Proprietor

5. THE DIVERSION PROVISIONS

5.1. Definitions

In this Schedule the following expressions shall have the following meanings that is to say:

- 5.1.1

"development" shall have the meaning assigned to it in the Planning Act; 5.1.2 "planning permission" shall have the meaning assigned to it by the Planning Act; and 5.1.3 "the diversion route" means the route to be agreed or determined in accordance with Paragraph 5.3 of this Part of the Schedule. 5.2. Consultation to avoid diversion 5.2.1 If at any time or times a Burdened Proprietor desires to carry out any development of or on the Burdened Property traversed by Apparatus of or used by a Benefited Proprietor the Burdened Proprietor will: (A) supply to the Benefited Proprietor in question full details thereof in writing and indicate whether the diversion of the Apparatus (or part of it) is likely to be required; and (B) use all reasonable endeavours at the cost of the Burdened Proprietor so to arrange the development so as to avoid the diversion of the Apparatus and will consult with the Benefited Proprietor in question to this end and reimburse the reasonable costs of the Benefited Proprietor incurred in connection with any diversion or proposed diversion. 5.2.2 If following such consultations: (A) the Burdened Proprietor obtains planning permission for the development (or no planning permission is required therefor) but development is prevented by reason of the position of the Apparatus (or part of it) or would be so prevented except for other reasons which the Burdened Proprietor can demonstrate to be readily surmountable and will not result in the Benefited Proprietor incurring any expense; or (B) planning permission for the development is refused by reason of the position of the Apparatus (or part of it) or where the planning permission is refused in part by such reason aforesaid and in part due to other reasons which the Burdened Proprietor can demonstrate to be readily surmountable and will not result in the Benefited Proprietor incurring any cost the Burdened Proprietor shall be entitled to give written notice to the Benefited Proprietor stating that the Burdened Proprietor requires the diversion of the Apparatus (or part of it) whereupon the Benefited Proprietor in question will divert the same along the diversion route subject to the observance by the Burdened Proprietor of the obligations on its part contained in this Schedule PROVIDED THAT the Benefited Proprietor may in lieu of the diversion of Apparatus (or part of it) carry out such works thereto (in a manner appropriate to a Reasonable and Prudent Constructor) as may be requisite to ensure that the position thereof does not prevent the development or, as the case may be, does not impede the grant of the planning permission. 5.3. Diversion Route The diversion route shall be such route within the Burdened Property as shall be agreed between the Burdened Proprietor and the relevant Benefited Proprietor or failing agreement as shall be determined by an arbitrator to be appointed (in default of agreement between the Parties) by the President as being the route which will cause the least possible interference with the use and enjoyment by the Burdened Proprietor of the Burdened Property commensurate with the reasonable requirements of the Benefited Proprietor in connection with the use of the Apparatus. 5.4. Conditions of Diversion On a diversion under the preceding Paragraphs of this Schedule: 5.4.1 no consideration shall be payable by the Benefited Proprietor in question to the Burdened Proprietor (or vice versa); 5.4.2 all costs and expenses of the diversion (or of any works in lieu of diversion carried out pursuant to the proviso to Paragraph 5.2.2 of this Part of the Schedule) properly incurred by the Benefited Proprietor in question shall be borne by the Burdened Proprietor and paid to the Benefited Proprietor on demand; 5.4.3 any interruption in the use of the Apparatus shall be kept to a minimum and so far as practicable the diverted Apparatus shall be constructed ready for connection in its diverted position before the Apparatus in its existing position is disconnected; 5.4.4 if the diversion has the effect of rendering the Apparatus or any part thereof inaccessible the Burdened Proprietor will make available such access routes as may be requisite for such purpose; 5.4.5 the Burdened Proprietor shall if requested by the Benefited Proprietor in question enter into such further instrument or deed as may be necessary to document the diversion and the rights and obligations of the Burdened Proprietor and the Benefited Proprietor respectively in relation thereto; 5.4.6 subject to compliance by the Burdened Proprietor with Paragraph 5.4.2 of this Part of the Schedule the diversion of the Apparatus shall be carried out by the relevant Benefited Proprietor with all reasonable despatch and all work in connection therewith shall be executed in a manner appropriate to a Reasonable and Prudent Constructor; and 5.4.7 the points where the Apparatus enters the

Burdened Property will not (unless the Benefited Proprietor otherwise allows) be altered.

6. THE WORKS PROVISIONS

6.1.1 A Benefited Proprietor will not carry out any works upon a Burdened Property without first obtaining and thereafter strictly complying with a Permit to Work and will not carry out any such works unless the identity of the contractor carrying out such works shall first have been approved in writing by the Burdened Proprietor in question as to which paragraph 2.5 of this Part of the Schedule shall apply.

6.1.2 In applying for any Permit to Work the intended works will be defined by the Benefited Proprietor in detail to the extent that it is reasonable and practicable to do so and any application for such a permit will be in writing.

6.1.3 Any Permitted Work may include reasonable conditions which will be met strictly by the Benefited Proprietor(before and during the carrying out of the works in question relating to safety and protection for personnel plant pipelines and other equipment likely to be affected by the works in question.

6.1.4 Any Permit to Work may be withdrawn by the relevant Burdened Proprietor forthwith if the conditions therein contained are not complied with at all times in all material respects.

6.1.5 All work to be undertaken by the Benefited Proprietor in question in accordance with the provisions of this Deed of Conditions and Servitudes shall be carried out and completed in all respects in a manner appropriate to a Reasonable and Prudent Constructor.

6.2. The Benefited Proprietor in question will give the affected Burdened Proprietor and any occupier of the affected Burdened Property as much notice as may be reasonably practicable of any intention to exercise such of the Servitudes as involve the execution of works on the Burdened Property in question with a view to enabling the Burdened Proprietor in question and such occupier to make suitable arrangements with respect to their activities and operations on the relevant Burdened Property. The period of notice shall in any event (except in emergency) be not less than twenty-eight days and all movements of pipes vehicles and machinery in the exercise of the Servitudes will be carried out so far as is reasonably possible in accordance with a programme of which the relevant Burdened Proprietor and any occupier of the Burdened Property in question shall be kept aware.

6.3. The Benefited Proprietor in question will ensure that at all times during the exercise of the Servitudes all means of access to and from the affected Burdened Property are kept open and available for use by the relevant Burdened Proprietor or other occupier.

6.4.1 The Benefited Proprietor in question will provide all temporary and permanent underpinning and support for all buildings structures apparatus and equipment of the relevant Burdened Proprietor in or adjacent to the Apparatus required in the exercise of the Servitudes or any of them and all such work will be carried out in a manner appropriate to a Reasonable and Prudent Constructor.

6.4.2 Where the works to be carried out by a Benefited Proprietor necessitate the provision of protective or other works (whether temporary or permanent) to safeguard and protect the buildings structures apparatus and equipment of a Burdened Proprietor or any third party the cost thereof shall be borne by the Benefited Proprietor in question.

6.5. All ditches open drains and watercourses interfered with by the exercise of the Servitudes or by access to and from the Apparatus will be maintained by the Benefited Proprietor in question in an effective condition and will be left in as good a condition as before such interference.

6.6. Except in case of emergency a Benefited Proprietor will where practicable give to all occupiers of the affected Burdened Property prior notice of intended inspection or of any other intended entry in exercise of the Servitudes. All representatives of the Benefited Proprietor in question and its servants or agents whilst so engaged will carry and produce on request adequate means of identification and all damage caused by such representatives servants or agents in the course of any such entry will be made good or compensation paid therefor.

6.7. The Benefited Proprietor in question will so far as practicable carry out reinstatement of damage caused in the exercise of the Servitudes in lieu of paying compensation in respect of any such damage.

6.8. Should a Benefited Proprietor at any time decide to abandon the Apparatus or any part of it the Benefited Proprietor in question will unless the same shall be removed pursuant to the provisions of paragraph 2.3 of this Part of the Schedule render and keep the same harmless.

6.9. Each Benefited Proprietor will comply with all requirements under (A) the Planning Legislation; (B) the Pipe-lines Act 1962; (C) the Health & Safety at Work etc. Act 1974; (D) the Environmental

Protection Act 1990 and the Environment Act 1995; and (E) all other relevant statutes and applicable regulations howsoever arising in connection with the Apparatus which belong to or is used exclusively by that Benefited Proprietor in question and/or the exercise of the Servitudes by the Benefited Proprietor Note 1: The "IIGL Property" as defined in the foregoing Deed of Conditions and Servitudes comprises the subjects registered under Title Number STG65190, part of which is edged and numbered 5 in green on the Title Plan. Note 2: Plan 1 annexed to the foregoing Deed of Conditions and Servitudes is included in this Title Sheet as Supplementary Plan No. 15 to the Title Plan.

**Entry
Number**

Burden Detail

68

Undertaking by Fife Council, recorded G.R.S. (Fife) and registered 31 Aug. 2011, contains the following: We, Fife Council ("Council") hereby UNDERTAKE in terms of section 106 of the Title Conditions (Scotland) Act 2003 and Schedule 1 Part 1 sub-paragraphs 4(2), 4(2A) and 4(2B) of the Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947 (and all of the powers enabling them to do so) that the Servitudes (as hereinafter defined) will not be varied or extinguished in respect of the enforcement rights of Ineos Chemicals Grangemouth Limited, a Company incorporated under the Companies Acts (Company Number 06981897) and having its Registered Office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire, S043 7FG and their successors in title ("INEOS") and we further UNDERTAKE as follows:- (One) In this Undertaking, the following words shall have the following meanings:- "Benefited Property" means those subjects at Grangemouth Oil Refinery, Bo'ness Road, Grangemouth, Stirlingshire, registered under Title Number STG29375. "Burdened Property" means (i) that plot of ground presently used for agricultural purposes extending to 14,177 square metres or thereby lying on or towards the north of the A92 public road leading from Halbeath to Crossgates at Halbeath, Dunfermline all as the said plot of ground is shown delineated in black, coloured pink and marked "Plot 1" on the Plan annexed to this Undertaking ("the Plan"), (ii) that plot of ground presently used for agricultural purposes extending to 53,241 square metres or thereby lying on or towards the north of the A92 public road leading from Halbeath to Crossgates and on or towards the south of the railway line leading from Cowdenbeath to Dunfermline Queen Margaret Station at Halbeath, Dunfermline, all as said plot of ground is shown delineated in black, coloured pink and marked "Plot 2" on the Plan, (iii) that plot of ground presently used for agricultural purposes extending to 11,664 square metres or thereby lying on or towards the north of the A92 public road leading from Halbeath to Crossgates and on or towards the south of the railway line leading from Cowdenbeath to Dunfermline Queen Margaret Station at Halbeath, Dunfermline, all as said plot of ground is shown delineated in black, coloured pink and marked "Plot 3" on the plan and (iv) a servitude right of access over that plot of ground presently used for agricultural purposes extending to 3,723 square metres or thereby lying on or towards the north of the A92 public road leading from Halbeath to Crossgates and on or towards the east of the M90 at Halbeath, Dunfermline for the purposes of laying and thereafter maintaining, repairing and renewing drainage pipelines, all as said plot of ground is shown delineated in black, coloured blue and marked "Plot 4" on the plan; "Servitudes" means the servitudes constituted by (one) Deed of Servitude to BP Chemicals Limited recorded G.R.S. (Fife) 13 Mar. 1986 in Entry 33 of the Burdens Section and (two) Deed of Servitude to BP Chemicals Limited recorded G.R.S. (Fife) 14 May. 1984 in Entry 28 of the Burdens Section of the said Section. "CPO" means the Fife Council (Halbeath Park and Choose, Compulsory Purchase Order 2011, promoted by The Fife Council. (Two) The Council have confirmed that the CPO will not be made in relation to Plot 4 (as described in the Schedule to the CPO) and will provide satisfactory documentary evidence of that event to INEOS. In that event this Undertaking in so far only as it relates to that part of the Burdened Property describe at paragraph (iv) shall not apply. (Three) Notwithstanding the terms of the CPO and in accordance with sections 106 and 109 of the Title Conditions (Scotland) Act 2003 and Schedule 1 Part 1 sub-paragraphs 4(2), 4(2A) and 4(2B) of the Acquisition of Land (Authorisation Procedure)

(Scotland) Act 1947, we:- (a) confirm that the registration of a conveyance (as defined in the Title Conditions (Scotland) Act 2003) in implement of the CPO shall not have any effect on the Servitudes, which Servitudes shall continue to benefit the Benefited Property and burden the Burdened Property; and (b) undertake to ensure that any conveyance referred to in paragraph (a) contains a specific provision to the effect that the Servitudes shall not be extinguished and shall continue in full force and effect. (c) undertake to keep INEOS or their solicitors fully informed of progress with the CPO and the making of the CPO and our taking of title pursuant to the CPO and any conveyance as described in paragraph (a) above. Note: A copy of the plan referred to in the foregoing Undertaking is included in this Title Sheet as Supplementary Plan No. 16 to the Title Plan.

**Entry
Number**

Burden Detail

69 Undertaking by Fife Council, recorded G.R.S. (Fife) and registered 31 Aug. 2011, contains the following: We, Fife Council ("Council") hereby UNDERTAKE in terms of section 106 of the Title Conditions (Scotland) Act 2003 and Schedule 1 Part 1 sub-paragraphs 4(2), 4(2A) and 4(2B) of the Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947 (and all of the powers enabling them to do so) that the Servitudes (as hereinafter defined) will not be varied or extinguished in respect of the enforcement rights of Ineos Chemicals Grangemouth Limited, a Company incorporated under the Companies Acts (Company Number 06981897) and having its Registered Office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire, S043 7FG and their successors in title ("INEOS") and we further UNDERTAKE as follows:- (One) In this Undertaking, the following words shall have the following meanings:- "Benefited Property" means those subjects at Grangemouth Oil Refinery, Bo'ness Road, Grangemouth, Stirlingshire, registered under Title Number STG29375. "Burdened Property" means (i) that plot of ground presently used for agricultural purposes extending to 511 square metres or thereby lying on or towards the north of the A92 public road running from Halbeath to Crossgates at Halbeath, Dunfermline all as the said plot of ground is shown delineated in black, coloured pink and marked "Plot 1" on the Plan annexed to this Undertaking ("the Plan"), (ii) that plot of ground presently used for agricultural purposes extending to 13,617 square metres or thereby lying on or towards the north of the A92 public road leading from Halbeath to Crossgates and on or towards the south of the railway line leading from Cowdenbeath to Dunfermline Queen Margaret Station at Halbeath, Dunfermline, all as said plot of ground is shown delineated in black, coloured pink and marked "Plot 2" on the Plan, (iii) that plot of ground presently used for agricultural purposes extending to 12,517 square metres or thereby lying on or towards the north of the A92 public road leading from Halbeath to Crossgates and on or towards the south of the railway line leading from Cowdenbeath to Dunfermline Queen Margaret Station at Halbeath, Dunfermline, all as said plot of ground is shown delineated in black, coloured pink and marked "Plot 3" on the Plan; "Servitudes" means the servitudes constituted by (one) Deed of Servitude to BP Chemicals Limited recorded G.R.S. (Fife) 13 Mar. 1986 in Entry 33 of the Burdens Section and (two) the Deed of Servitude to BP Chemicals Limited recorded G.R.S. (Fife) 14 May. 1984 in Entry 28 of the Burdens Section in the said Section. "CPO" means the Fife Council (Halbeath Park and Choose - Facilities Building and SUDS Pond, Dunfermline) Compulsory Purchase Order 2011, promoted by The Fife Council. (Two) Notwithstanding the terms of the CPO and in accordance with sections 106 and 109 of the Title Conditions (Scotland) Act 2003 and Schedule 1 Part 1 sub-paragraphs 4(2), 4(2A) and 4(2B) of the Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947, we:- (a) confirm that the registration of a conveyance (as defined in the Title Conditions (Scotland) Act 2003) in implement of the CPO shall not have any effect on the Servitudes, which Servitudes shall continue to benefit the Benefited Property and burden the Burdened Property; and (b) undertake to ensure that any conveyance referred to in paragraph (a) contains a specific provision to the effect that the Servitudes shall not be extinguished and shall continue in full force and effect. (c) undertake to keep INEOS or their solicitors fully informed of progress with the CPO and the

making of the CPO and our taking of title pursuant to the CPO and any conveyance as described in paragraph (a) above. Note: A copy of the plan referred to in the foregoing Undertaking is included in the Title Sheet as Supplementary Plan No. 17 to the Title Plan.

**Entry
Number**

Burden Detail

70 Explanatory Note: The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.

**Entry
Number**

Burden Detail

71 The rights of the tenants under the Leases specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.

This is a Quick Copy which reflects the position at the date the Title Sheet was last updated.

It does not have the evidential status of an Office Copy.

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