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Title Number WA964583

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H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1986

Title Number - WA 964583
County - Neath Port Talbot
Property - Land at Briton Ferry Industrial Estate, Baglan Road,
Briton Ferry, Neath Port Talbot

THIS DEED OF GRANT is made the *28th* day of *May* Two Thousand and Two
BETWEEN CHOSEN INDUSTRIES LIMITED (Company Registration Number 2175819) whose
registered office is at 55 Brookfield Road Churchdown Gloucester GL3 2PG (hereinafter called "the
Grantor") which expression where the context so admits shall be deemed to include his successors in title
and assigns) of the one part THE NATIONAL GRID COMPANY PLC of National Grid House Kirby
Corner Road Coventry CV4 8JY (hereinafter called "the Company" which expression where the context so
admits shall be deemed to include its successors and assigns) of the other part and 3i GROUP LIMITED of
91 Waterloo Road London SE1 8XP ("hereinafter called "the First Mortgagee) of the third part and
GEORGE RUSSELL GOVAN of 55 Brookfield Road Churchdown Gloucester GL3 2PG and PAUL
RICHARD SANDFORD of Walled Garden Howle Hill Ross-on-Wye Herefordshire HR9 5ST (hereinafter
called "The Second Mortgagee") of the third part

1. WHEREAS the Grantor is seised for an estate in fee simple in possession free from incumbrances of
the Property hereinafter described subject to the Legal Charges next hereinafter recited but
otherwise free from encumbrances
2. AND WHEREAS by two Legal Charges both dated 31 March 2000 made between the Grantor of
the one part and the First Mortgagee of the other part the Property hereinafter described was charged
by way of legal mortgage
3. AND WHEREAS by a Legal Charge dated 31 March 2000 and made between the Grantor of the
one part and the Second Mortgagee of the other part the Property was charged by way of legal
mortgage
4. AND WHEREAS the Grantor is registered at HM Land Registry as Proprietor with Title Absolute
of the freehold property hereinafter described being the property comprised in Title Number
WA964583 subject to the matters contained or referred to in the Property and Charges Registers of



the said title but otherwise free from encumbrances capable of affecting the exercise of the rights hereby granted

5. AND WHEREAS the Grantor with the consent of the First Mortgagee and the Second Mortgagee the First Mortgagee and the Second Mortgagee being satisfied with the security which will remain has agreed to sell and the Company has agreed to purchase the said rights and liberties at the price of Seven Thousand Pounds (£7,000.00)
6. AND WHEREAS the rights and liberties hereinafter mentioned are required by the Company for the purposes of its functions

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Seven Thousand Pounds (£7,000.00) paid by the Company (with the consent of the First Mortgagee and the Second Mortgagee) to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor HEREBY GRANTS and the First Mortgagee and the Second Mortgagee as mortgagees and by the direction of the Grantor HEREBY GRANT unto the Company FULL RIGHT AND LIBERTY for the Company to place at a depth of not less than one (1) metre below the present surface of the land use permit the use maintain repair renew inspect and remove the electric cables cooling water pipes and ancillary equipment specified in the Schedule hereto (together hereinafter referred to as "the electric cables") under the property situate at Briton Ferry Industrial Estate Baglan Road Briton Ferry in the County of Neath Port Talbot ("the Property") in the position shown by the broken green line on the plan annexed hereto ("the Plan") which Property is shown on the Plan and thereon edged pink and as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY for the Company at its own expense and in a proper and workmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the Property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric cables and also FULL RIGHT AND LIBERTY for the Company and all persons authorised by the Company from time to time and at all times hereafter with or without vehicles plant and equipment to enter upon the Property for all or any of the purposes aforesaid to HOLD the rights and liberties hereby granted unto the Company in fee simple as appurtenant to its undertaking
2. THE Company HEREBY COVENANTS with the Grantor as follows:-
 - (a) That the placing of the electric cables shall be executed by the Company in accordance with the regulations made or having force under Section 29 of the Electricity Act 1989 applicable

thereto for the time being in force or any regulations replacing the same made under any existing or future legislation

- (b) That the Company will make good to the reasonable satisfaction of the Grantor any damage to the Property or to any buildings trees hedges fences crops or livestock of the Grantor thereon caused by the electric cables or by the erection of the electric cables. If for any reason any such damage cannot be made good or if the Company so prefers the Company shall in lieu of making good such damage compensate the Grantor therefor
- (c) That the Company will keep the Grantor indemnified against all actions which may be brought and all claims and demands which may be made against the Grantor by reason of any default or negligence on the part of the Company in the placing of the electric cables or any failure to repair the same Provided that the Grantor shall as soon as practicable give notice in writing to the Company of any such action or claim brought made or threatened against the Grantor and shall not settle adjust or compromise such action or claim without the consent of the Company

The expression "the placing of the electric cables" herein used includes the placing user maintenance repair renewal inspection and removal of the electric cables. Any dispute or difference arising under this Clause shall be submitted to arbitration in manner provided by the Arbitration Act 1996 or any statutory modification thereof for the time being in force

3. THE Grantor with intent to bind the Property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the electric cables HEREBY COVENANTS with the Company that the Grantor and those deriving title under him will at all times hereafter observe and perform the following stipulations that is to say:-

- (a) That nothing shall be done or suffered to be done upon the land forming the site of the electric cables or upon the land within ten (10) metres on either side of the outside of the electric cables which may in any way interfere with or damage the electric cables or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed within three (3) metres and no trees shall be planted over or within ten (10) metres of the outside of the electric cables or in such a position that the foundations of the buildings or other erections will be within three (3) metres of the outside of the route of the electric cables provided that nothing in this sub-clause will prevent the laying of a water pipeline three (3) metres from the outside of the most westerly of the electricity cables
- (b) That the ground cover or the depth of soil over the electric cables will not in any way be altered
- (c) That no excavations over the route of the electric cables will be carried out

- (d) That no excavations will be carried out within three (3) metres of the outside of the electric cables
- (e) That no excavations will be carried out within ten (10) metres of the outside edge of the electric cables without a representative of the Company being in attendance

4. THE Company HEREBY FURTHER COVENANTS with the Grantor:-

- (1) that if the Grantor shall at any time while this deed remains effective obtain planning permission under the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force for the development of the Property or some part or part thereof for residential or industrial purposes the Company will within six (6) months of being served by the Grantor with written notice of the granting of such permission (such notice being accompanied by copies of the permission and of the application for the same together with copies of any plans or specifications referred to therein) pay to the Grantor compensation for any diminution in the value for such purposes of the Property or the part or parts thereof in respect of which planning permission shall have been obtained as aforesaid attributable to the existence of the electric cables upon the Property Provided that the Company may deduct from such compensation the whole of the consideration money of Seven Thousand Pounds (£7,000.00) paid by the Company to the Grantor on the execution of this deed and of any compensation previously paid by the Company to the Grantor under this clause as it may be proper to deduct therefrom on the basis that the Grantor shall not be entitled to be compensated by the Company more than once in respect of the same loss
 - (2) that if any dispute or difference shall arise between the Grantor and the Company as to the amount of any compensation payable by the Company to the Grantor under this clause or the amount of any deduction therefrom or as to any other matter or question arising out of the provisions of the clause the same shall be determined upon the reference of either party by the Lands Tribunal under the Lands Tribunal Act 1949 and the Land Compensation Act 1973
5. This deed is entered into by the Grantor with the Company with the benefit of full title guarantee
6. THE written Consent dated the 30th day of March Two Thousand and One to the laying of the electric cables under the Property hereinbefore described given to the Company by the Grantor is hereby determined as from the date hereof and the electric cables shall be deemed to have been laid pursuant to these presents and not pursuant to the said written Consent
7. The First Mortgagee The Company in respect of the first and second Charge Certificates and the Second Mortgage in respect of the third Charge Certificate covenant that immediately following completion they will arrange for the first second and third Charge Certificates to be placed on

deposit at HM Land Registry and will thereafter give to the Company notice of the deposit number issued by HM Land Registry as soon as reasonably possible

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds (£60,000)

IN WITNESS hereof the Grantor and the Company have executed this document as a Deed the day and year first above written

THE SCHEDULE

before referred to

Electricity cables not exceeding twenty-four (24) in number for transmitting electricity by three-phase current at a frequency of fifty (50) cycles per second and at such pressure as the Company may from time to time require Together with cooling water pipes and Together with low voltage and signalling cables the said cables and pipes being placed in a position approximately indicated by the dotted red line on the said plan Together with any necessary junction boxes

SIGNED and DELIVERED by the said)
GEORGE RUSSELL GOVAN in the)
presence of:

Witness
Address *SR Hood*
5 Field View Cottages
Brimfield Nr. Lutterworth SY84LB

SIGNED and DELIVERED by the said)
PAUL RICHARD SANDFORD in the)
presence of:

Witness
Address *N. H. H. H.*
6 FAIRCLIFF CHASE
BRACKLA, BRIDGEND

~~THE COMMON SEAL of CHOSEN)~~
~~INDUSTRIES LIMITED was hereunto)~~
~~affixed in the presence of:)~~

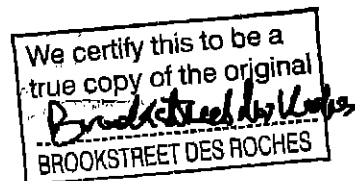
SIGNED as a Deed by
CHOSEN INDUSTRIES
LIMITED acting by
a Director and
its Secretary:

~ DIRECTOR

~ SECRETARY

DATED 28th May 2002

GFT



CHOSEN INDUSTRIES LIMITED (1)

THE NATIONAL GRID COMPANY PLC (2)

3i GROUP LIMITED (3)

GEORGE RUSSELL GOVAN and
PAUL RICHARD SANDFORD (4)

GRANT

of

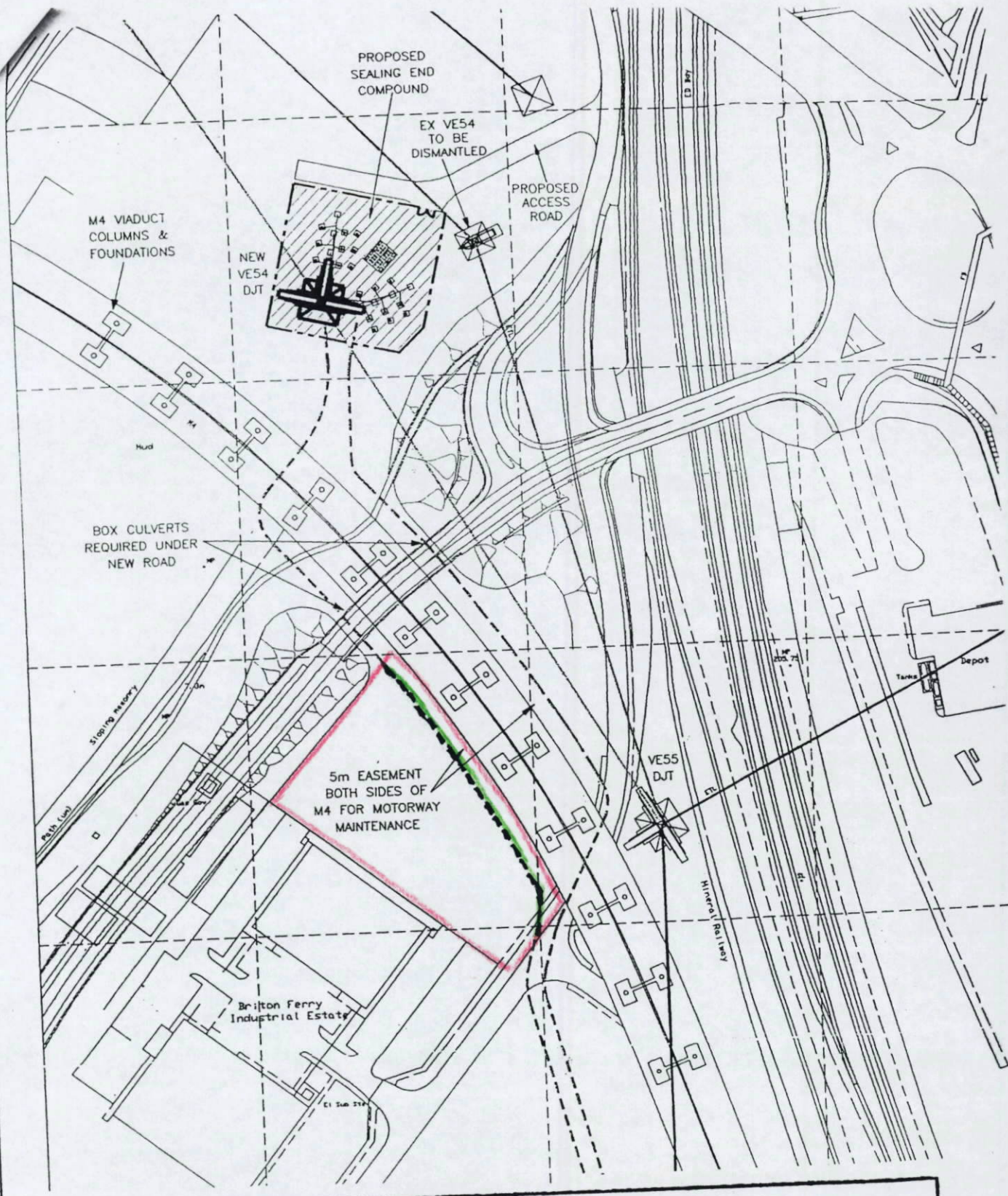
Right of Easement to lay electric cables
at Briton Ferry Industrial Estate
Baglan Road Briton Ferry
in the County of Neath Port Talbot

Title No: WA 964583



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Witan Way
Witney Oxon OX8 6BE
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Ref: CS SMT ngegrantcableChosenWA964583 26.6.01



PLAN



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 Extracted from Ordnance Survey Sheet No: SS 739 3 Scale: 1: 2,000

Plan referred to in Agreement / Consent No VEA 1-5 Dated: 20th APRIL 2001

Signature of

Owners
 Occupier
 Grantor

Witness

Signed on behalf
 of the Company

Witness