



Registers Direct - Land Register: View Title STG64980

Search Summary

Date:	24/10/2013	Time:	12:37:20
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A. PROPERTY SECTION

Title Number:	STG64980	Date of First Registration:	27/01/2011
Date Title Sheet updated to:	06/07/2011	Date Land Certificate updated to:	06/07/2011
Hectarage Code:	0	Interest:	PROPRIETOR
Map Reference:	NS9379NE NS9380SE NS9480SW NS9480SE		

Description:

Subjects GRANGEMOUTH REFINERY, GRANGEMOUTH edged red on the Title Plan. Together with (One) the servitude rights specified in (a) the deeds in Entries 12 to 34 inclusive of the Burdens Section, (b) the deeds in Entries 37 to 39 inclusive of the said Section and (c) Part 1 of the Deed of Conditions and Servitudes in Entry 47 of the said Section, and (Two) the 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, under exception of the parts tinted pink and yellow on the Title Plan	Part 2 of Schedule to the Disposition to BP Exploration Operating Company Limited in Entry 38 of the Burdens Section	PLPG Plant at Grangemouth, registered under Title Number STG64971
2	subjects in this Title, under exception of the parts tinted pink and yellow on the Title Plan	Part 4 of the Schedule to the Disposition to Grangemouth Holdings Limited in Entry 40 of the Burdens Section	Condensate tanks at Grangemouth, registered under Title Number STG54503

Notes:

1. The land tinted green on the Title Plan is not included in this Title.
2. The parts edged and numbered in green on the Title Plan have been removed from this Title.
3. 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.

4. The minerals under the parts tinted yellow and pink on the Title Plan are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 and the Blench Disposition in Entry 11 of the Burdens Section respectively.

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: STG64980

Entry Number	Date of Registration	Proprietor	Consideration	Date of Entry
1	27/01/2011	INEOS MANUFACTURING SCOTLAND LIMITED a Company incorporated under the Companies Acts, (Company Number SC10612), and having its Registered Office at Bo'Ness Road, Grangemouth, FK3 9XQ.		

Notes:

1. The Consideration and Date of Entry fields in entry 1 are intentionally blank.

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

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C. CHARGES SECTION

Title Number: STG64980

There are no entries.

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D. BURDENS SECTION

Title Number: STG64980 **Number of Burdens:** 48

Entry Number	Burden Preamble
1	Disposition by Timothy Warren as Commissioner for the Hamilton Trustees to Grangemouth Co-operative Society Limited, recorded G.R.S. (Linlithgow) 8 Feb. 1923, of the lands and farm of North Haining, extending in all to 127.554 acres or thereby, of which the parts of the subjects in this Title tinted yellow on the Title Plan form part, contains the following reservations and burdens
2	Grant of Servitude containing Disposition by James Turnbull to Scottish Oils Limited and their successors or assignees, recorded GRS (Linlithgow) 10 Jun. 1924, of servitude right, tolerance and wayleave not exceeding 6 feet in breadth over the lands aftermentioned of laying down and maintaining four lines of iron or steel pipes in and through the farm and lands of Kinneil Kerse, in Parish of Bo'ness and Carriden along the line 1010 yards in length or thereby shown by the brown broken line on the Title Plan for the purpose and use of conveying petroleum and its products between the works at Grangemouth and the works at Philpstoun and Uphall, or other works owned or controlled by the said Scottish Oils Limited and

their foresaids or their subsidiary companies, contains also the following

- 3 Grant of Servitude containing Disposition by George Kirkwood to Scottish Oils Limited and their successors or assignees, recorded G.R.S. (Linlithgow) 19 Aug. 1924, of servitude right, tolerance and wayleave over the lands aftermentioned of laying down and maintaining four lines of iron or steel pipes in and through the farm and lands of East Kerse Mains, in Parish of Bo'ness and Carriden along the line 6 feet in breadth and 1710 yards in length or thereby delineated and coloured red on the plan annexed thereto for the purpose and use of conveying petroleum and its products between the works at Grangemouth and the works at Philpstoun or Uphall or other works owned or controlled by the said Scottish Oils Limited and their foresaids or their subsidiary companies, contains also the following
- 4 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 26 Oct. 1949, of 104.12 acres bounded on the south west by the public road from Grangemouth to Bo'ness, contains inter alia the following
- 5 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 31 Jan. 1953, of (I) area of ground 1.88 acres and (II) area of ground 4.14 acres, both at Grangemouth, contains the following
- 6 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 piece of ground extending to 9.866 acres or thereby at Grangemouth, contains the following
- 7 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 an area or piece of ground extending to 39.32 acres of ground or thereby lying to the south side of the Grangemouth to Bo'ness Road, contains the following
- 8 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 area of ground extending to 0.627 acres or thereby on the north side of the Grangemouth to Bo'ness Road, contains the following
- 9 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited, recorded G.R.S. (Stirling) 9 Dec. 1960, of 1.95 acres of ground to the north of Bo'ness Road, contains the following right which is a burden on the subjects in this Title
- 10 Grant of Servitude containing Disposition by BP Refinery (Grangemouth) Limited (hereinafter called the "First Party") to British Gas Corporation (hereinafter called the "Second Party"), recorded G.R.S. (Stirling) 31 Aug. 1973, of servitude right over the farm of Overton, the lands of Candie, and the lands of Easter Saltcoats, of laying down and maintaining underground a line of gas pipe for supplying gas with all necessary works along the line shown coloured red and marked A to B and C to D on the plan annexed and signed as relative hereto for a distance of approximately 530 yards, with power to the Second Party or their contractors or servants to enter upon the said lands for the purpose of laying down, inspecting, maintaining, repairing and renewing the said pipe or for any other necessary purpose in connection therewith, contains also the following
- 11 Blench Disposition by The Crown Estates Commissioners acting in exercise of the powers of the Crown Estate Act, 1961 on behalf of the Queen's most Excellent Majesty (who acting and on behalf of as aforesaid are hereinafter called "the said Commissioners") to BP Refinery (Grangemouth) Limited and their successors and assignees, recorded G.R.S. (Stirling) 6 Nov. 1973, of four areas of foreshore or reclaimed land extending to 20.05 acres or thereby, tinted pink on the Title Plan,

contains the following reservation and burdens

- 12 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 and West Lothian) 17 Aug. 1999, in the following terms
- 13 Grant of Servitude containing Disposition by James A. Kennedy to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 12 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 14 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 and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 15 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 and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 16 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 and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 17 Grant of Servitude containing Disposition by Alexander Naismith Seymour and Another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 18 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 and West Lothian) 19 Nov. 1999, in the following terms
- 19 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 and West Lothian) 19 Nov. 1999, in the following terms
- 20 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 12 except parts 1 to 4 of the Schedule that are as follows
- 21 Grant of Servitude containing Disposition by BP Chemicals Limited 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 12 except parts 1 to 4 of the Schedule that are as follows
- 22 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 and West Lothian) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 23 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 12 except parts 1 to 4 of the Schedule that are as follows

- 24 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 and West Lothian) 22 Mar. 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 25 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 and West Lothian) 29 May 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 26 Grant of Servitude containing Disposition by William A. Cadell to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 29 May 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 27 Grant of Servitude containing Disposition by John Graham to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 26 Jun. 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 28 Grant of Servitude by BG Transco plc to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 26 Jun. 2000, in the following terms
- 29 Grant of Servitude containing Disposition by BP Chemicals Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 9 Nov. 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows
- 30 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
- 31 Disposition by BP Oil Grangemouth Refinery Limited to Falkirk Council and their successors and assignees, recorded GRS (West Lothian) 7 Jun. 2005, of 3 plots of ground at Kinneil Gate 10, Bo'ness Road, Grangemouth, hatched red on the Title Plan (hereinafter referred to as "the Subjects") contains the following
- 32 Deed of Servitude containing Disposition by BP Exploration Operating Company Limited and BP International Limited in favour of BP Oil Grangemouth Refinery Limited recorded G.R.S. (Dumbarton (Fiche 4 Frame 1), and also Stirling and West Lothian) 20 Jan. 2006 contains the following
- 33 Deed of Servitude containing Disposition by BP Exploration Operating Company Limited and Another in favour of BP Oil Grangemouth Refinery Limited recorded G.R.S. (Dumbarton (Fiche 5 Frame 1), and also Stirling and West Lothian) 20 Jan. 2006 contains the following
- 34 Deed of Servitude containing Disposition by BP Exploration Operating Company Limited and BP International Limited in favour of BP Oil Grangemouth Refinery Limited recorded G.R.S. (Stirling (Fiche 12 Frame 1), and also West Lothian) 20 Jan. 2006 contains the following
- 35 Grant of Servitude containing Disposition by BP Oil Refinery Grangemouth Limited to BP Exploration Operating Company Limited, recorded G.R.S. (Stirling (Fiche 13 Frame 1), and also West Lothian) 20 Jan. 2006, in the following terms
- 36 Grant of Servitude containing Disposition by BP Oil Grangemouth Refinery Limited

to BP Exploration Operating Company Limited, recorded G.R.S. (Stirling (Fiche 14 Frame 1), and also West Lothian) 20 Jan. 2006, in the following terms

- 37 Disposition by BP Oil Grangemouth Refinery Limited to BP Exploration Operating Company Limited and its successors and assignees, recorded G.R.S (West Lothian) 23 Jan. 2006, of subjects at Kinneil Kerse, Grangemouth, extending to 111.8 hectares (the "Subjects"), contains the following servitude imposed on the Subjects in favour of the parts of the subjects in this Title tinted yellow on the Title Plan (the "Retained Property")
- 38 Disposition by BP Oil Grangemouth Refinery Limited (hereinafter referred to as "BPOGRL") to BP Exploration Operating Company Limited and its successors and assignees (hereinafter referred to as "BPEOCL"), recorded G.R.S (Stirling) 6 Feb. 2006, of piece of ground at BP's Grangemouth Refinery, (hereinafter referred to as "the Subjects"), contains the following rights and burdens
- 39 Disposition by Innovene Manufacturing Scotland Limited to Grangemouth Holdings Limited and its successors and assignees (hereinafter referred to as "GHL"), 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 the plan numbered 1 annexed ("Plan 1") ("the Subjects"), contains the following real burdens and servitudes
- 40 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, recorded G.R.S (Stirling (Fiche 57 Frame 1), and also West Lothian) 28 Mar. 2006, of the ground outlined and hatched in blue on the plan numbered 1 annexed thereto ("Plan 1")("the Subjects"), contains the following real burdens and servitudes
- 41 Deed of Real Burden and Deed of Servitude, recorded G.R.S (Stirling (Fiche 58 Frame 1), and also 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
- 42 Deed of Real Burdens and Deed of Servitude recorded G.R.S (Stirling (Fiche 59 Frame 1), and also West Lothian) 28 Mar. 2006, by Innovene Manufacturing Scotland Limited to BP Exploration Operating Company Limited, BP International Limited and BP Chemicals Limited, in the following terms
- 43 Deed of Real Burden and Deed of Servitude, recorded G.R.S (Stirling (Fiche 60 Frame 1), and also 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
- 44 Deed of Real Burden and Deed of Servitude, recorded G.R.S (Stirling (Fiche 61 Frame 1), and also 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
- 45 Deed of Real Burdens and Deed of Servitude recorded G.R.S. (Stirling (Fiche 62 Frame 1), and also West Lothian) 28 Mar. 2006, by Innovene Manufacturing Scotland Limited to BP Exploration Operating Company Limited, BP International Limited and BP Chemicals Limited, in the following terms
- 46 Disposition by Innovene Manufacturing Scotland Limited (hereinafter referred to as "IMSL") to Grangemouth Holdings Limited and its successors and assignees (hereinafter referred to as "GHL"), recorded G.R.S (Stirling) 29 Mar. 2006, of 1/2 pro indiviso share of PLPG Amenities Site at Grangemouth, which Amenities Site is hatched green on the Title Plan (hereinafter referred to as "the Subjects"), contains the following servitude

47	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
48	Explanatory Note

Entry Number	Burden Detail
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1	<p>Disposition by Timothy Warren as Commissioner for the Hamilton Trustees to Grangemouth Co-operative Society Limited, recorded G.R.S. (Linlithgow) 8 Feb. 1923, of the lands and farm of North Haining, extending in all to 127.554 acres or thereby, of which the parts of the subjects in this Title tinted yellow on the Title Plan form part, contains the following reservations and burdens: 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, cooking, preparing for market, transporting and carrying away the foresaid 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 to 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 reserving further to the said Hamilton Trustees and their foresaids, for the purposes above mentioned, or any of them full power and liberty to take possession of and to occupy at any time, and from time to time, any part or parts of the lands hereby disposed, for the purposes of providing houses, yards, or other accommodation for the use of workmen or others employed thereat, or for the purposes of making, altering, or widening roads canals, reservoirs railways, tramways, coke ovens, ditches, blaes heaps, aqueducts and conduits, and other necessary works in connection with the working or treatment or marketing of such minerals, the said Hamilton Trustees and their successors, and their mineral tenants, being bound to fence all ground so taken and occupied; And in the event of any damage being caused after the term of entry hereunder being Martinmas 1922 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), or 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 disponees and their 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 of 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 disponees or their 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 disponees and their foresaids, for damage to the surface of the lands hereby disposed by subsidence and occupation, on terms not less favourable to the said disponees and their foresaids than those hereinbefore provided, and in all cases where the mineral tenants prove unable to discharge their obligations to the said disponees or their 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</p>
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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.

**Entry
Number**

Burden Detail

2

Grant of Servitude containing Disposition by James Turnbull to Scottish Oils Limited and their successors or assignees, recorded GRS (Linlithgow) 10 Jun. 1924, of servitude right, tolerance and wayleave not exceeding 6 feet in breadth over the lands aftermentioned of laying down and maintaining four lines of iron or steel pipes in and through the farm and lands of Kinneil Kerse, in Parish of Bo'ness and Carriden along the line 1010 yards in length or thereby shown by the brown broken line on the Title Plan for the purpose and use of conveying petroleum and its products between the works at Grangemouth and the works at Philpstoun and Uphall, or other works owned or controlled by the said Scottish Oils Limited and their foresaids or their subsidiary companies, contains also the following: With full power and liberty to the said Scottish Oils Limited and their foresaids and their surveyors, inspectors, contractors and others having their authority to enter upon the ground through which the said pipes are to be laid for the purpose of laying down the said pipes and for executing such repairs, alterations or renewals thereon as may from time to time be needful or for any other necessary purpose, provided that before entering on the ground after the said pipes are laid down, sufficient notice shall be given to me or my foresaids or others of my or their appointment to superintend the operations; Under reservation to me and my successors of full right and liberty to make roads and paths along or across the line of said pipes and to pass drains, pipes, fences, sewers or wires over or under the same in addition to existing roads, paths, drains and others provided always that the exercise by me or my heirs and successors of this reserved right shall be done in such a way as not to jeopardise in any way the safety of the said pipes; 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 Scottish Oils Limited and their foresaids thereof: Declaring that I and my foresaids shall not be liable for any damage done to said pipes through my or their, or my or their tenants' agricultural operations or in consequence of the use, enjoyment or repair of the existing roads, paths, drains and others; And further specially providing and declaring that it shall not be competent to nor in the power of the said Scottish Oils Limited or their foresaids to alter the line of the said pipes without having previously obtained the consent in writing of me or my foresaids; In Consideration of which right of servitude the said Scottish Oils Limited bind and oblige themselves and their foresaids (First) That in laying, repairing, renewing or removing the said pipes they shall cause as little damage and inconvenience as possible to the said lands and the tenants thereof and shall complete their operations without unnecessary delay and shall reinstate and make good all damage done to the surface of the ground by their operations; (Second) That they shall maintain and keep the said pipes always in a thorough and complete state of repair; (Third) That the said pipes shall be laid at least thirty feet from the Ploughman's house on the said farm of Kinneil Kerse and at a depth of not less than two and a half feet and in such a way as will ensure no interference with agricultural operations; (Fourth) That in respect the embankment protecting the said lands from the encroachment of the River Avon belongs to me, they shall carry the said pipes across the said River in a manner causing the least possible damage to the bank thereof, and shall make good all damage done by their operations; and further that they shall maintain in all time, any portion of the said embankment used by them or affected by the carrying across of the said pipes, and that they shall do nothing to alter the course of the said River so as to affect any other part of the embankment; (Fifth) 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 or other damage which I and they may sustain by or through the

operations for the laying, maintenance, renewal, or removal of the said pipes and other works connected therewith and shall make good and repair all damage done to water pipes and fences or to drains which may be severed and shall repair any other damage of whatever kind that may arise through their operations; 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 and buildings erected or to be erected thereon or to the stock and crop thereon from the leakage or bursting of any of the said pipes through their operations and from their operations in repair thereof and shall free and relieve and harmless and skaithless keep 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, using, maintaining, renewal, or removal of the said pipes and other works; As such loss, claims and others shall, failing agreement, be ascertained and fixed by two neutral men to be mutually chosen, and, in case of their differing in opinion, by an oversman to be named by them, whose decision shall be final; and (Sixth) That they shall pay any additional fire premiums either on growing crops or buildings demanded from me or my foresaids or my or their tenants in consequence of the existence of the said pipes; which right of servitude, under the conditions and obligations above written, I the said James Turnbull bind and oblige myself and my foresaids to warrant to be good and effectual to the said Scottish Oils Limited, and their foresaids at all hands.

**Entry
Number**

Burden Detail

3

Grant of Servitude containing Disposition by George Kirkwood to Scottish Oils Limited and their successors or assignees, recorded G.R.S. (Linlithgow) 19 Aug. 1924, of servitude right, tolerance and wayleave over the lands aftermentioned of laying down and maintaining four lines of iron or steel pipes in and through the farm and lands of East Kerse Mains, in Parish of Bo'ness and Carriden along the line 6 feet in breadth and 1710 yards in length or thereby delineated and coloured red on the plan annexed thereto for the purpose and use of conveying petroleum and its products between the works at Grangemouth and the works at Philpstoun or Uphall or other works owned or controlled by the said Scottish Oils Limited and their foresaids or their subsidiary companies, contains also the following: With full power and liberty to the said Scottish Oils Limited and their foresaids and their Surveyors, Inspectors, Contractors and others having their authority to enter upon the lands through which the said pipes are to be laid for the purpose of laying down the said pipes and for executing such repairs, alterations or renewals thereon as may from time to time be needful or for any other necessary purpose in connection with said pipes provided that before entering on the lands after the said pipes are laid down, sufficient notice shall be given to me or my heirs 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 Scottish Oils Limited or their foresaids to alter the line of the said pipes without having previously obtained the consent in writing of me or my foresaids: Further declaring that said pipes shall be laid at such a depth as will ensure their not interfering with agricultural operations on the said farm and lands of East Kerse Mains; providing and declaring as it is hereby specially provided and declared that neither I nor my foresaids nor my or their tenants in the lands shall be liable for any damage caused to the pipe track or pipes therein or other works connected therewith by reason of any or all of the agricultural operations carried on by me and them: Reserving always to me and my foresaids full right and liberty to make roads and paths along or across the line of said pipes 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 pipes: 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 Scottish Oils

Limited and their foresaids thereof: And it is hereby provided that the said Scottish Oils Limited and their foresaids shall be bound and obliged as by acceptance hereof they bind and oblige themselves and their foresaids (First) That in laying the said pipes 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: (Second) That they shall maintain and keep the said pipes 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 and they may sustain by or through the operations for the laying, maintenance, renewal or removal of the said pipes and other works connected therewith 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 their operations: 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 any of the said pipes through their operations and from their operations in the repair thereof and shall free and relieve and harmless and skaithless keep 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, using, maintaining, renewal or removal of the said pipes and other works, as such claims and others shall, failing agreement be ascertained and fixed by two neutral men to be mutually chosen: And in the case of their differing in opinion, by an oversman to be named by them whose decision shall be final. Note: A copy of the said deed plan is included in this Title Sheet as Supplementary Plan No.1 to the Title Plan.

**Entry
Number**

Burden Detail

4 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and their successors and assignees, recorded G.R.S. (Stirling) 26 Oct. 1949, of 104.12 acres bounded on the south west by the public road from Grangemouth to Bo'ness, contains inter alia the following: (First) 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 therefor 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: (Second) 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 (Third) 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. Note: The subjects disposed in the foregoing disposition form part of the Chemicals site at the Grangemouth complex.

**Entry
Number**

Burden Detail

5 Disposition by Scottish Oils Limited to British Petroleum Chemicals Limited and

their successors and assignees, recorded G.R.S. (Stirling) 31 Jan. 1953, of (I) area of ground 1.88 acres and (II) area of ground 4.14 acres, both at Grangemouth, contains the following: 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 therefor 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. Note: The subjects disposed in the foregoing disposition form part of the Chemicals site at the Grangemouth complex.

Entry Number **Burden Detail**

6 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 piece of ground extending to 9.866 acres or thereby at Grangemouth, contains the following: 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 therefor 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. Note: The subjects disposed in the foregoing disposition form part of the Chemicals site at the Grangemouth complex.

Entry Number **Burden Detail**

7 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 an area or piece of ground extending to 39.32 acres of ground or thereby lying to the south side of the Grangemouth to Bo'ness Road, 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 operations; 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. Note: The subjects disposed in the foregoing disposition form part of the Chemicals site at the Grangemouth complex.

Entry Number **Burden Detail**

8 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 area of ground extending to 0.627 acres or thereby on the north side of the Grangemouth to Bo'ness Road, contains the following: (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. Note: The subjects disposed in the foregoing disposition form part of the Chemical site at the Grangemouth complex.

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

9 Disposition by BP Refinery (Grangemouth) Limited to British Hydrocarbon Chemicals Limited, recorded G.R.S. (Stirling) 9 Dec. 1960, of 1.95 acres of ground to the north of Bo'ness Road, contains the following right which is a burden on the subjects in this Title: Our said disponees and their foresaids shall have a wayleave for the low tension power cable running from the Sub-station TF 3 shown by the red broken line on the Title Plan free of charge, with right of access thereto at all reasonable times for the 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. Note: The subjects disposed in the foregoing disposition form part of the Chemicals site at the Grangemouth complex.

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

10 Grant of Servitude containing Disposition by BP Refinery (Grangemouth) Limited (hereinafter called the "First Party") to British Gas Corporation (hereinafter called the "Second Party"), recorded G.R.S. (Stirling) 31 Aug. 1973, of servitude right over the farm of Overton, the lands of Candie, and the lands of Easter Saltcoats, of laying down and maintaining underground a line of gas pipe for supplying gas with all necessary works along the line shown coloured red and marked A to B and C to D on the plan annexed and signed as relative hereto for a distance of approximately 530 yards, with power to the Second Party or their contractors or servants to enter upon the said lands for the purpose of laying down, inspecting, maintaining, repairing and renewing the said pipe or for any other necessary purpose in connection therewith, contains also the following: FIRST The said pipe shall be laid at such a depth as shall not interfere with the operations of the First Party 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 would reduce the depth of soil above the said pipe. SECOND The Second Party undertakes so far as is reasonably practicable to restore 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. THIRD 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 direct consequence of the default or negligence of the First Party or their foresaids or their servants,

contractors or agents. FOURTH 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. FIFTH 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 15 feet of the said pipe. SIXTH 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 month's notice 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 works safe. SEVENTH 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 appointed by the parties or failing agreement by the Sheriff of Stirling Dumbarton and Clackmannan on the application of any of the parties and the decision of such Arbiter shall be final and binding upon the parties hereto. Note: The said pipe, in so far as it affects the subjects in this title is indicated by a green broken line between the points A, B, C and D in green on the Title Plan.

**Entry
Number**

Burden Detail

11
Blench Disposition by The Crown Estates Commissioners acting in exercise of the powers of the Crown Estate Act, 1961 on behalf of the Queen's most Excellent Majesty (who acting and on behalf of as aforesaid are hereinafter called "the said Commissioners") to BP Refinery (Grangemouth) Limited and their successors and assignees, recorded G.R.S. (Stirling) 6 Nov. 1973, of four areas of foreshore or reclaimed land extending to 20.05 acres or thereby, tinted pink on the Title Plan, contains the following reservation and burdens: Excepting and reserving to Her Majesty and Her Successors and for all persons by Her or Their permission and for all members of the public, full and free right to exercise all rights to which they may be entitled and all privileges which they may enjoy from and over the subjects hereby disposed but so that the erections or works placed on the subjects hereby disposed shall not be prejudiced or interfered with by this exception and reservation; And also excepting and reserving to Her Majesty and Her Foresaids the whole mines, metals, minerals and fossils in so far as belonging to Her or Them within or under the subjects hereby disposed with full power and liberty to Her Majesty and Her Foresaids or any persons authorised by Her or Them to search for, work, win, raise, calcine and carry away the said mines, and others and to do everything necessary for all or any of these purposes but not from the surface of the subjects hereby disposed and without any right of access thereto from the surface upon payment always to the said disponees or their foresaids of all loss of damage which they may sustain from the exercise of the said power, as the said loss or damage shall be ascertained by arbitration; Provided also that it is hereby agreed and declared that the disponees or their foresaids shall keep the subjects hereby disposed in good and substantial state of repair, and in proper condition, all to the satisfaction of us the said Commissioners or our foresaids.

**Entry
Number**

Burden Detail

12
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 and West Lothian) 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 Environmental 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 the 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 Agnes Grant Gilfillan or Kirk and Others as Trustees for the 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

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Condition 3	Working width
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Condition 5	Ditches, Open Water Courses etc.
Condition 6	Drains etc
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Condition 9	Fencing
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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 wilful 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 wilful 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 wilful 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 Arbitrator 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 above Grant of Servitude forms part of the pipeline indicated by a dark blue line between the points lettered A-B on Supplementary Plan 2 to the Title Plan.

Entry Number

Burden Detail

13

Grant of Servitude containing Disposition by James A. Kennedy to BP Chemicals

Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 12 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 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**

14 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 and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 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**

15 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 and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 except parts 1 to 4 of the Schedule that are as follows: Part 1 of the Schedule The Owner Helen Cook and others as 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**

16 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 and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 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**

17 Grant of Servitude containing Disposition by Alexander Naismith Seymour and Another to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 19 Nov. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 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 12.01 acres at Inveravon, Polmont.

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

18

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 and West Lothian) 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 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 BG Public Limited Company. Part 2 of the Schedule The Consenter 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

19 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 and West Lothian) 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**

20 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 12 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**

21 Grant of Servitude containing Disposition by BP Chemicals Limited 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 12 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**

22 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 and West Lothian) 7 Dec. 1999, in similar terms to those contained in the Grant of Servitude in Entry 12 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**

23 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 12 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**

24 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 and West Lothian) 22 Mar. 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 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**

25 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 and West Lothian) 29 May 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 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**

26 Grant of Servitude containing Disposition by William A. Cadell to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 29 May 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 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 Bonnytown.

Entry Number **Burden Detail**

27 Grant of Servitude containing Disposition by John Graham to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and West Lothian) 26 Jun. 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 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**

28 Grant of Servitude by BG Transco plc to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and 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 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; 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. 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 1: The Owner's Land as defined in the foregoing deed is also referred to as the AGI Compound. Note 2: 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 2 to the Title Plan.

**Entry
Number**

Burden Detail

29

Grant of Servitude containing Disposition by BP Chemicals Limited to BP Chemicals Limited and BP Oil Grangemouth Refinery Limited, recorded G.R.S. (Stirling and

West Lothian) 9 Nov. 2000, in similar terms to those contained in the Grant of Servitude in Entry 12 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 Note: The Owner's Land forms part of the Chemicals site at the Grangemouth complex

**Entry
Number**

Burden Detail

30

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 Consenter; "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 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. 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. Note 1: Part 7 of the Schedule to the foregoing deed is identical to Part 7 of the Schedule to the Grant of Servitude in Entry 12 of this Title Sheet. Note 2: 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 2 to the Title Plan.

**Entry
Number**

Burden Detail

31 Disposition by BP Oil Grangemouth Refinery Limited to Falkirk Council and their successors and assignees, recorded GRS (West Lothian) 7 Jun. 2005, of 3 plots of ground at Kinneil Gate 10, Bo'ness Road, Grangemouth, hatched red on the Title Plan (hereinafter referred to as "the Subjects") contains the following: This is the Schedule referred to in the foregoing Disposition PART 1 - INTERPRETATION In this Schedule "the Adjoining Subjects" means ALL and WHOLE the lands and farm of North Haining extending to one hundred and twenty-seven acres and five hundred and fifty-four decimal of one-thousandth parts of an acre or thereby more particularly described in the Disposition by Timothy Warren as Commissioners for the Hamilton Trustees with consent thereinmentioned in favour of Grangemouth Co-operative Society recorded in the Division of the General Register of Sasines for the County of Linlithgow (now West Lothian) on 8 Feb. 1923 under exceptions including the Subjects "the Adjoining Subjects Proprietor" means the proprietors of the Adjoining Subjects or any part or parts thereof (and which expression where the context so admits or requires shall also include their tenants, sub-tenants, licensees, invitees and other persons in occupation of the Adjoining Subjects or any

part thereof, for whom they are legally responsible); "Benefitted Land" means, inter alia, the Adjoining Subjects and the Pipeline Subjects together; "the Disponees" means Falkirk Council together with their successors and assignees as heritable proprietors of the Subjects or any part or parts thereof (and which expression where the context so admits or requires shall also include their tenants, sub-tenants, licensees, invitees and other persons in occupation of the Subjects or any part thereof, for whom they are legally responsible); "Pipeline" means the pipeline shown dotted in black and marked "Kinneil- Dalmeny 30 Oil Pipe" on the Plan annexed and executed as relative hereto; "Pipeline Subjects" means the subjects more particularly described in (i) Disposition by BP (Refinery) Grangemouth Limited in favour of BP Oil Development Limited, recorded G.R.S. (West Lothian) 29 Dec. 1972 and (ii) Disposition by Neil Archibald Primrose in favour of BP Oil Development Limited recorded said G.R.S. 23 Jul. 1973, (which subjects (i) and (ii) are hereinafter referred to as "the terminal installations") and (iii) the Pipeline. "Pipeline Subjects Proprietor" means the proprietors of the Pipeline Subjects or any part of parts thereof (and which expression where the context so admits or requires shall also include their tenants, sub-tenants, licensees, invitees and other persons in occupation of the Pipeline Subjects or any part thereof, for whom they are legally responsible); "the Subjects" means the subjects disposed in this Disposition; "Visibility Splays" means the visibility splays to be constructed on the Visibility Splay Land; "the Visibility Splay Land" means those areas delineated in green and dotted black on the said Plan annexed as relative hereto, which areas comprise part of the Adjoining Subjects.

PART 2 - SERVITUDES AFFECTING THE SUBJECTS The following servitudes are imposed on the Subjects for the benefit of the Benefitted Land subject always to the terms of the real burdens set out in part 4 below:- 1 A servitude right, tolerance and wayleave over the Subjects of maintaining, renewing and protecting the Pipeline for the purpose and use of conveying crude oil or petroleum or its products between the different constituent elements of the Benefitted Land and of erecting, maintaining and renewing such valves, field marker posts, aerial marker posts and cathodic protection markers or posts as may be considered reasonably necessary for and in connection with the Pipeline, which field marker posts and cathodic protection posts shall not exceed 0.75 metres in height and aerial marker posts shall not exceed 2.1 metres in height and shall where practicable be laid in line of fences, hedges, etc., including (without prejudice to the foregoing generality) for the Pipeline Subjects Proprietor and their surveyors, inspectors, contractors and others having their authority a right to enter as and when reasonably necessary upon the Subjects for the purpose of executing such repairs, alterations or renewals to the Pipeline as may from time to time be needful or for any other necessary purpose in connection with the Pipeline and other works provided that before entering on the Subjects reasonable notice shall be given to the Disponees to superintend the operations. The following servitudes are imposed on the Subjects for the benefit of the Adjoining Subjects subject always to the terms of the real burdens set out in part 4 below:- 2 All necessary rights of pedestrian and vehicular access over the Subjects to and from the BP Kinneil Gate 10, Bo'ness Road, Grangemouth, situated on the Adjoining Subjects.

PART 3 - SERVITUDES AFFECTING THE ADJOINING SUBJECTS The following servitudes are imposed on the Adjoining Subjects for the benefit of the Subjects subject always to the terms of the real burdens set out in part 4 below:- 1. All necessary rights of pedestrian and vehicular access over the Adjoining Subjects for the purpose of constructing the roundabout and associated approved roads, pavements and relative street fixtures and fittings and the Visibility Splays and when reasonably necessary for the purpose of executing such repairs, alterations renewal to the said roundabout roads, pavements, fixtures and fittings and the Visibility Splays as may from time to time be needful or for any other necessary purposes in connection therewith.

PART - 4 REAL BURDENS AFFECTING THE ADJOINING SUBJECTS The following real burdens are imposed on the Adjoining Subjects for the benefit of the Subjects:- 1. The Adjoining Subjects Proprietor shall be prohibited from building or placing any structure, vehicle or other item on the Visibility Splay Land and shall be obliged to maintain any grass/vegetation on the Visibility Splay Land in a neat and tidy condition and kept at a height of no greater than 0.16 metres. If the Adjoining

Subjects Proprietor fails to comply with the foregoing obligation within 30 days of any written request to do so by the Disponees, the Disponees will be entitled to enter upon the Visibility Splay Land and carry out such work as is required to ensure compliance with this condition, the reasonable cost of which shall be repaid by the Adjoining Subjects Proprietor to the Disponees within seven days of written demand. 2. All of the servitudes imposed by Part 2 above shall be exercised by the Adjoining Subjects Proprietor and the Pipeline Subjects Proprietor subject to the obligation on them to provide at least 14 days notice of their intention to exercise such rights (except in the case of emergency) and to exercise such rights in the least burdensome manner reasonably practicable and so as to cause the minimum of disturbance and inconvenience to the Disponees and subject always to the obligation to reinstate and make good any surface damage occasioned thereby as soon as reasonably practicable and to indemnify the Disponees in respect of any loss, damages or liability incurred as a result of such rights. Note 1: The parts of the subjects in this title tinted yellow on the Title Plan form part of the Adjoining Subjects as defined in the foregoing Entry. Note 2: The pipeline as shown dotted in black and marked "Kinneil-Dalmeny 30 Oil Pipe" on the said plan annexed to the foregoing deed does not affect the subjects in this Title. Note 3: The subjects in this Title are not affected by the burdens imposed in Part 4 of the Schedule to the foregoing deed as no part of the Visibility Splay Land forms part of the subjects in this Title.

**Entry
Number**

Burden Detail

32

Deed of Servitude containing Disposition by BP Exploration Operating Company Limited and BP International Limited in favour of BP Oil Grangemouth Refinery Limited recorded G.R.S. (Dumbarton (Fiche 4 Frame 1), and also Stirling and West Lothian) 20 Jan. 2006 contains the following: 1. DEFINITIONS AND INTERPRETATION 1.1 Definitions In this Deed unless the context requires otherwise:- "BPOGRL" means BP Oil Grangemouth Refinery Limited, incorporated under the Companies Acts with registered number SC010612 and having its registered office at Bo'ness Road, Grangemouth FK3 9XQ and its successors in title as heritable proprietor of the Benefited Property in whom the benefit of the servitude and other rights hereby granted shall for the time being be vested; "Date of Entry" means 1 April 2005; "Benefited Property" means the subjects described in Part 3 of the Schedule; "BP Exploration" means (1) BP Exploration Operating Company Limited, incorporated under the Companies Acts with registered number 00305943 and having its registered office at Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP; and (2) BP International Limited, incorporated under the Companies Acts with registered number 00542515 and having its registered office at Chertsey Road aforesaid; as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; "Burdened Property" means ALL and WHOLE the subjects described in Part 1 of the Schedule ; "Pipeline System" means the two crude oil pipelines between (i) BPOGRL's site at Finnart, Loch Long and (ii) BPOGRL's refinery at Grangemouth together with all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Pipeline Works Purpose" means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, testing, cleansing, relaying, making safe or removing any part of parts of the Pipeline System; "Schedule" means the schedule of or to this Deed; "Specified Rights" means the rights specified in the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clause 3 of this Deed; "Servitude Strip" means that part of the Burdened Property 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 pipes forming part of The Pipeline, whether such firstmentioned 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; "The Pipeline" means such part of the Pipeline System as has been or is to be laid through, under or over the Burdened Property.

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 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 BP Exploration 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 BPOGRL as owner of the Benefited Property and that with entry as at the Date of Entry.

3. OBLIGATIONS BY BPOGRL TO BP EXPLORATION

3.1 Undertakings by BPOGRL BPOGRL (to the intent 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 UNDERTAKES to BP Exploration that:- (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted BPOGRL shall take all reasonable precautions to avoid obstruction to or interference with the use of the Burdened Property and damage or injury thereto; (b) Make good damage or injury: BPOGRL shall so far as reasonably practicable make good with all due diligence and without delay all damage or injury to the Burdened Property caused by the exercise by BPOGRL of the servitude and other rights hereby granted and shall make full compensation to BP Exploration in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid; (c) Keep pipeline in proper repair: BPOGRL shall so far as reasonably practicable keep The Pipeline in proper repair and condition and upon permanent abandonment of The Pipeline or any part thereof (notification whereof shall be given to BP Exploration by BPOGRL), BPOGRL shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition); (d) Indemnity re exercise of rights: BPOGRL shall keep BP Exploration indemnified against all loss, damage, actions, claims or demands arising by reason of the exercise of the servitude and other rights hereby granted or failure to keep the Pipeline in proper repair and condition as aforesaid; provided that BP Exploration shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of BPOGRL (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BPOGRL granting to BP Exploration such reasonable indemnity as BP Exploration may require in relation to the costs and expenses of any litigation arising in respect of such actions, claims or demands); (e) Indemnity re damage or destruction of pipeline; BPOGRL shall indemnify and keep BP Exploration indemnified against all loss, damage (including without prejudice to that generality any damage caused to the environment and loss suffered by BP Exploration in the event of any part of the Burdened Property being designated as

contaminated land under the Environmental Protection Act 1990, as amended from time to time), claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of The Pipeline as aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whether from The Pipeline or any such apparatus or equipment as aforesaid unless such damage, destruction or escape is caused by the acts or omissions of BP Exploration or his servants or agents provided that BP Exploration shall not settle or compromise any such claims or demands as are referred to herein without the prior consent of BPOGRL (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BPOGRL granting to BP Exploration such reasonable indemnity as BP Exploration may require in relation to the costs and expenses of any litigation arising in respect of such claims or demands); and (f) Pay public rates and taxes: BPOGRL shall pay all public rates and taxes which may be imposed in respect of The Pipeline or the servitude and other rights hereby granted.

3.2 Indemnities to continue in full force and effect The indemnities contained and set out in this Clause 3 will continue in force even if the servitude rights hereby granted come to an end.

4 OBLIGATIONS BY BP EXPLORATION TO BPOGRL

4.1 Undertakings by BP Exploration BP Exploration (for the purpose of securing to BPOGRL the Specified Rights hereby granted and to benefit and protect the same at all hands) HEREBY UNDERTAKES to BPOGRL that:- (a) No damage or injury: BP Exploration will not do or cause or permit to be done on the Burdened Property anything calculated or likely to cause damage or injury to The Pipeline and will take all reasonable precautions to prevent such damage or injury; (b) No material alteration or deposit: BP Exploration will not, without the prior consent in writing of BPOGRL 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 by BPOGRL or so as to affect in any way the support afforded to The Pipeline by the surrounding soil including minerals or (where applicable) so as to materially reduce the depth of soil above The Pipeline; (c) No building: BP Exploration will not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the Servitude Strip; and (d) Take future tenants bound: in the event of BP Exploration granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, BP Exploration will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successor in title, are bound to comply (as if such tenant or occupant, and such successors, were BP Exploration) 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 Reserved right to install service pipes etc Nothing contained in this Clause 4 shall prevent BP Exploration (provided it shall have obtained all permissions or consents, other than that of BPOGRL, required for the undertaking of the aftermentioned works) from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which consent shall not be unreasonably withheld and for which no charge shall be made) of BPOGRL or its agents.

5 DISPUTES Any difference which may arise between BP Exploration and BPOGRL 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 BP Exploration and BPOGRL shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed.

6 TITLE PROVISIONS

6.1 No lien over pipeline BP Exploration agrees that no part of The Pipeline shall be or become the property of BP Exploration nor shall BP Exploration acquire any lien or other right over The Pipeline or any part thereof.

7 GENERAL

7.1 Notices All communications addressed to BPOGRL relative to this Deed shall be addressed to the Refinery Manager, BP Oil Grangemouth Refinery Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as BPOGRL may at any time or from time to time notify to BP Exploration. All communications addressed to BP Exploration 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 BP Exploration may at any time or from time to time notify BPOGRL. 7.2 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 5 of this Deed). This is the Schedule referred to in the foregoing Deed of Servitude Schedule Part 1 Burdened Property 1 Ground at Kinneil Kerse and East Kerse Mains under exceptions 2 Area of ground extending to 2.69 acres or thereby being the subjects described in and disposed by and shown delineated on the plan annexed to Disposition by BP Oil Development Limited in favour of BP Trading Limited recorded in the Division of the General Register of Sasines for the County of West Lothian on 24 May 1976 Part 2 Specified Rights 1 A right to maintain in position any part of parts of The Pipeline already laid or constructed along the lines coloured blue and red on plan 1 annexed to this Deed (but excluding the areas outlined blue and labelled "Gas Treat Unit", "metering Skid", "R71" and "R67") 2 A right for the officers, servants and agents of BPOGRL 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 Pipeline Works Purpose and pass over and across the Burdened Property and any other adjoining land of BP Exploration to obtain access to and egress from the Servitude Strip along such route as shall be agreed between BP Exploration and BPOGRL, 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 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 Pipeline Works Purpose. 4 A right to manage, work and use The Pipeline. 5 A right to use or permit to use The Pipeline to transmit any material or substance the transmission of which is for the time being not prohibited by law and which is connected with the exercise and performance of the functions of BPOGRL either between or among parts of the Benefited Property or any of such parts, the servitude and other rights granted by this Deed being deemed to be annexed to each such part of the Benefited Property independently of the others. 6 Subject to clause 4 of the foregoing Deed a right to continuous vertical and lateral support for The Pipeline from the Servitude Strip. 7 A right to remove any trees which or the roots of which may become a danger to The Pipeline and also any other trees or shrubs on the Servitude Strip. Part 3 Benefited Property 1 Crude Tanks ALL and WHOLE that area of ground outlined red on Plan 2 annexed and docketed as relative hereto; 2 REFINERY The subjects comprising the Oil Refinery site at the Grangemouth complex. Note 1: A copy of the said Plan 1 annexed to the above deed is included in this Title Sheet as Supplementary Plan 3 Note 2: The burdened subjects 1 described in Part 1 of the Schedule are, as at 27 Jan 2011, the subjects registered under Title Number WLN36742. Note 3: The ground outlined red on said Plan 2 are the parts of the subjects in this title tinted yellow on the Title Plan.

**Entry
Number**

Burden Detail

33 Deed of Servitude containing Disposition by BP Exploration Operating Company Limited and Another in favour of BP Oil Grangemouth Refinery Limited recorded G.R.S. (Dumbarton (Fiche 5 Frame 1), and also Stirling and West Lothian) 20 Jan. 2006 contains the following: 1. DEFINITIONS AND INTERPRETATION 1.1 Definitions In this Deed unless the context otherwise requires:- "BPOGRL" means BP Oil Grangemouth Refinery Limited, incorporated under the Companies Acts with registered number SC010612 and having its registered office at Bo'ness Road, Grangemouth FK3 9XQ and its successors in title as heritable proprietor of the

Benefited Property in whom the benefit of the servitude and other rights hereby granted shall for the time being be vested; "Date of Entry" means 1 April 2005; "Benefited Property" means the subjects described in Part 3 of the Schedule; "BP Exploration" means (1) BP Exploration Operating Company Limited, incorporated under the Companies Acts with registered number 00305943 and having its registered office at Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP; and (2) BP International Limited, incorporated under the Companies Acts with registered number 00542515 and having its registered office at Chertsey Road aforesaid; as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; "Burdened Property" means ALL and WHOLE the subjects described in Part 1 of the Schedule; "Pipeline System" means the Product pipeline between (i) BPOGRL's refinery at Grangemouth and (ii) BPOGRL's site at Finnart, Loch Long together with all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Pipeline Works Purpose" means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, testing, cleansing, relaying, making safe or removing any part of parts of the Pipeline System; "Schedule" means the schedule of or to this Deed; "Specified Rights" means the rights specified in the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clause 3 of this Deed; "Servitude Strip" means that part of the Burdened Property 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 pipes forming part of The Pipeline, whether such firstmentioned 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; "The Pipeline" means such part of the Pipeline System as has been or is to be laid through, under or over the Burdened Property.

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 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 BP Exploration 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 BPOGRL as owner of the Benefited Property and that with entry as at the Date of Entry.

3. OBLIGATIONS BY BPOGRL TO BP EXPLORATION

3.1 Undertakings by BPOGRL BPOGRL (to the intent 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 UNDERTAKES to BP Exploration that:- (a) Avoid

obstruction or interference: in exercising the servitude and other rights hereby granted BPOGRL shall take all reasonable precautions to avoid obstruction to or interference with the use of the Burdened Property and damage or injury thereto;

(b) Make good damage or injury: BPOGRL shall so far as reasonably practicable make good with all due diligence and without delay all damage or injury to the Burdened Property caused by the exercise by BPOGRL of the servitude and other rights hereby granted and shall make full compensation to BP Exploration in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

(c) Keep pipeline in proper repair: BPOGRL shall so far as reasonably practicable keep The Pipeline in proper repair and condition and upon permanent abandonment of The Pipeline or any part thereof (notification whereof shall be given to BP Exploration by BPOGRL), BPOGRL shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition);

(d) Indemnity re exercise of rights: BPOGRL shall keep BP Exploration indemnified against all loss, damage, actions, claims or demands arising by reason of the exercise of the servitude and other rights hereby granted or failure to keep the Pipeline in proper repair and condition as aforesaid; provided that BP Exploration shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of BPOGRL (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BPOGRL granting to BP Exploration such reasonable indemnity as BP Exploration may require in relation to the costs and expenses of any litigation arising in respect of such actions, claims or demands);

(e) Indemnity re damage or destruction of pipeline; BPOGRL shall indemnify and keep BP Exploration indemnified against all loss, damage (including without prejudice to that generality any damage caused to the environment and loss suffered by BP Exploration in the event of any part of the Burdened Property being designated as contaminated land under the Environmental Protection Act 1990, as amended from time to time), claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of The Pipeline as aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whether from The Pipeline or any such apparatus or equipment as aforesaid unless such damage, destruction or escape is caused by the acts or omissions of BP Exploration or his servants or agents provided that BP Exploration shall not settle or compromise any such claims or demands as are referred to herein without the prior consent of BPOGRL (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BPOGRL granting to BP Exploration such reasonable indemnity as BP Exploration may require in relation to the costs and expenses of any litigation arising in respect of such claims or demands); and

(f) Pay public rates and taxes: BPOGRL shall pay all public rates and taxes which may be imposed in respect of The Pipeline or the servitude and other rights hereby granted.

3.2 Indemnities to continue in full force and effect The indemnities contained and set out in this Clause 3 will continue in force even if the servitude rights hereby granted come to an end.

4 OBLIGATIONS BY BP EXPLORATION TO BPOGRL

4.1 Undertakings by BP Exploration BP Exploration (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 UNDERTAKES to BPOGRL that:-

(a) No damage or injury: BP Exploration will not do or cause or permit to be done on the Burdened Property anything calculated or likely to cause damage or injury to The Pipeline and will take all reasonable precautions to prevent such damage or injury;

(b) No material alteration or deposit: BP Exploration will not, without the prior consent in writing of BPOGRL 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 by BPOGRL or so as to affect in any way the support afforded to The Pipeline by the surrounding soil including minerals or (where applicable) so as to materially reduce the depth of soil above The Pipeline;

(c) No building: BP Exploration will not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the Servitude Strip; and

(d) Take future tenants bound: in the event of BP Exploration granting any lease or other

occupancy right in respect of the Burdened Property or any part thereof, BP Exploration will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successor in title, are bound to comply (as if such tenant or occupant, and such successors, were BP Exploration) 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 Reserved right to install service pipes etc Nothing contained in this Clause 4 shall prevent BP Exploration (provided it shall have obtained all permissions or consents, other than that of BPOGRL, required for the undertaking of the aftermentioned works) from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which consent shall not be unreasonably withheld and for which no charge shall be made) of BPOGRL or its agents. 5 DISPUTES Any difference which may arise between BP Exploration and BPOGRL 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 BP Exploration and BPOGRL shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed. 6 TITLE PROVISIONS 6.1 No lien over pipeline BP Exploration agrees that no part of The Pipeline shall be or become the property of BP Exploration nor shall BP Exploration acquire any lien or other right over The Pipeline or any part thereof. 7 GENERAL 7.1 Notices All communications addressed to BPOGRL relative to this Deed shall be addressed to the Refinery Manager, BP Oil Grangemouth Refinery Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as BPOGRL may at any time or from time to time notify to BP Exploration. All communications addressed to BP Exploration 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 BP Exploration may at any time or from time to time notify BPOGRL. 7.2 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 5 of this Deed). This is the Schedule referred to in the foregoing Deed of Servitude Schedule Part 1 Burdened Property 1 Ground at Kinneil Kerse and East Kerse Mains under exceptions 2 Area of ground extending to 2.69 acres or thereby being the subjects described in and disposed by and shown delineated on the plan annexed to Disposition by BP Oil Development Limited in favour of BP Trading Limited recorded in the Division of the General Register of Sasines for the County of West Lothian on 24 May 1976 Part 2 Specified Rights 1 A right to maintain in position any part of parts of The Pipeline already laid or constructed along the line coloured green on plan 1 annexed to this Deed. 2 A right for the officers, servants and agents of BPOGRL 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 Pipeline Works Purpose and pass over and across the Burdened Property and any other adjoining land of BP Exploration to obtain access to and egress from the Servitude Strip along such route as shall be agreed between BP Exploration and BPOGRL, 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 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 Pipeline Works Purpose. 4 A right to manage, work and use The Pipeline. 5 A right to use or permit to use The Pipeline to transmit any material or substance the transmission of which is for the time being not prohibited by law and which is connected with the exercise and performance of the functions of BPOGRL either between or among parts of the Benefited Property or any of such

parts, the servitude and other rights granted by this Deed being deemed to be annexed to each such part of the Benefited Property independently of the others. 6 Subject to clause 4 of the foregoing Deed a right to continuous vertical and lateral support for The Pipeline from the Servitude Strip. 7 A right to remove any trees which or the roots of which may become a danger to The Pipeline and also any other trees or shrubs on the Servitude Strip. Part 3 Benefited Property 1 Crude Tanks ALL and WHOLE that are of ground outlined red on Plan 2 annexed and docketed as relative hereto; 2 REFINERY The subjects comprising the Oil Refinery site at the Grangemouth complex. Note 1: Plan 1 annexed to the above deed is identical to the copy deed plan which is included in this Title Sheet as Supplementary Plan 3 to the Title Plan. Note 2: The burdened subjects 1 described in Part 1 of the Schedule are, as at 27 Jan. 2011 the subjects registered under Title Number WLN36742. Note 3: The ground outlined red on Plan 2 referred to are the parts of the subjects in this Title shown tinted yellow on the Title Plan.

**Entry
Number**

Burden Detail

34 Deed of Servitude containing Disposition by BP Exploration Operating Company Limited and BP International Limited in favour of BP Oil Grangemouth Refinery Limited recorded G.R.S. (Stirling (Fiche 12 Frame 1), and also West Lothian) 20 Jan. 2006 contains the following: 1. DEFINITIONS AND INTERPRETATION 1.1 Definitions In this Deed unless the context requires otherwise:- "BPOGRL" means BP Oil Grangemouth Refinery Limited, incorporated under the Companies Acts with registered number SC010612 and having its registered office at Bo'ness Road, Grangemouth FK3 9XQ and its successors in title as heritable proprietor of the Benefited Property in whom the benefit of the servitude and other rights hereby granted shall for the time being be vested; "Date of Entry" means 1 April 2005; "Benefited Property" means the subjects described in Part 3 of the Schedule; "BP Exploration" means (1) BP Exploration Operating Company Limited, incorporated under the Companies Acts with registered number 00305943 and having its registered office at Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP; and (2) BP International Limited, incorporated under the Companies Acts with registered number 00542515 and having its registered office at Chertsey Road aforesaid; as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; Burdened Property means ALL and WHOLE the subjects described in Part 1 of the Schedule; "Pipeline System" means the methane pipeline between (i) BPOGRL's refinery at Grangemouth and (ii) the sewage treatment works at Kinneil, Grangemouth together with all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Pipeline Works Purpose" means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, testing, cleansing, relaying, making safe or removing any part or parts of the Pipeline System; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 2 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clause 3 of this Deed; "Servitude Strip" means that part of the Burdened Property 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 pipes forming part of The Pipeline, whether such firstmentioned 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; "The Pipeline" means such part of the Pipeline System as has been or is to

be laid through, under or over the Burdened Property. 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 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 BP Exploration 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 BPOGRL as owner of the Benefited Property and that with entry as at the Date of Entry.

3. OBLIGATIONS BY BPOGRL TO BP EXPLORATION

3.1 Undertakings by BPOGRL BPOGRL (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 UNDERTAKES to BP Exploration that:- (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted BPOGRL shall take all reasonable precautions to avoid obstruction to or interference with the use of the Burdened Property and damage or injury thereto; (b) Make good damage or injury: BPOGRL shall so far as reasonably practicable make good with all due diligence and without delay all damage or injury to the Burdened Property caused by the exercise by BPOGRL of the servitude and other rights hereby granted and shall make full compensation to BP Exploration in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid; (c) Keep pipeline in proper repair: BPOGRL shall so far as reasonably practicable keep The Pipeline in proper repair and condition and upon permanent abandonment of The Pipeline or any part thereof (notification whereof shall be given to BP Exploration by BPOGRL), BOPGRL shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition); (d) Indemnity re exercise of rights: BPOGRL shall keep BP Exploration indemnified against all loss, damage, actions, claims or demands arising by reason of the exercise of the servitude and other rights hereby granted or failure to keep the Pipeline in proper repair and condition as aforesaid; provided that BP Exploration shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of BPOGRL (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BPOGRL granting to BP Exploration such reasonable indemnity as BP Exploration may require in relation to the costs and expenses of any litigation arising in respect of such actions, claims or demands); (e) Indemnity re damage or destruction of pipeline; BPOGRL shall indemnify and keep BP Exploration indemnified against all loss, damage (including without prejudice to that generality any damage caused to the environment and loss suffered by BP Exploration in the event of any part of the Burdened Property being designated as contaminated land under the Environmental Protection Act 1990, as amended from time to time), claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of The Pipeline as aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whether from The Pipeline or any such apparatus or equipment as aforesaid unless such damage, destruction or escape is caused by the acts or omissions of BP Exploration or his servants or agents

provided that BP Exploration shall not settle or compromise any such claims or demands as are referred to herein without the prior consent of BPOGRL (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BPOGRL granting to BP Exploration such reasonable indemnity as BP Exploration may require in relation to the costs and expenses of any litigation arising in respect of such claims or demands); and (f) Pay public rates and taxes: BPOGRL shall pay all public rates and taxes which may be imposed in respect of The Pipeline or the servitude and other rights hereby granted.

3.2 Indemnities to continue in full force and effect The indemnities contained and set out in this Clause 3 will continue in force even if the servitude rights hereby granted come to an end.

4 OBLIGATIONS BY BP EXPLORATION TO BPOGRL

4.1 Undertakings by BP Exploration BP Exploration (for the purpose of securing to BPOGRL the Specified Rights hereby granted and to benefit and protect the same at all hands) HEREBY UNDERTAKES to BPOGRL that:- (a) No damage or injury: BP Exploration will not do or cause or permit to be done on the Burdened Property anything calculated or likely to cause damage or injury to The Pipeline and will take all reasonable precautions to prevent such damage or injury; (b) No material alteration or deposit: BP Exploration will not, without the prior consent in writing of BPOGRL 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 by BPOGRL or so as to affect in any way the support afforded to The Pipeline by the surrounding soil including minerals or (where applicable) so as to materially reduce the depth of soil above The Pipeline; (c) No building: BP Exploration will not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the Servitude Strip; and (d) Take future tenants bound: in the event of BP Exploration granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, BP Exploration will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successor in title, are bound to comply (as if such tenant or occupant, and such successors, were BP Exploration) 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 Reserved right to install service pipes etc Nothing contained in this Clause 4 shall prevent BP Exploration (provided it shall have obtained all permissions or consents, other than that of BPOGRL, required for the undertaking of the aftermentioned works) from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which consent shall not be unreasonably withheld and for which no charge shall be made) of BPOGRL or its agents.

5 DISPUTES Any difference which may arise between BP Exploration and BPOGRL 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 BP Exploration and BPOGRL shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed.

6 TITLE PROVISIONS

6.1 No lien over pipeline BP Exploration agrees that no part of The Pipeline shall be or become the property of BP Exploration nor shall BP Exploration acquire any lien or other right over The Pipeline or any part thereof.

7 GENERAL

7.1 Notices All communications addressed to BPOGRL relative to this Deed shall be addressed to the Refinery Manager, BP Oil Grangemouth Refinery Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as BPOGRL may at any time or from time to time notify to BP Exploration. All communications addressed to BP Exploration 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 BP Exploration may at any time or from time to time notify BPOGRL.

7.2 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 5 of this Deed). Schedule Part 1 Burdened Property The subjects comprising the Chemicals site at the Grangemouth complex Specified Rights 1 A right to maintain in position any part or parts of The Pipeline already laid or constructed along the line and broken line coloured red on plan 1 annexed to this Deed. 2 A right for the officers, servants and agents of BPOGRL 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 Pipeline Works Purpose and pass over and across the Burdened Property and any other adjoining land of BP Exploration to obtain access to and egress from the Servitude Strip along such route as shall be agreed between BP Exploration and BPOGRL, 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 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 Pipeline Works Purpose. 4 A right to manage, work and use The Pipeline. 5 A right to use or permit to use The Pipeline to transmit any material or substance the transmission of which is for the time being not prohibited by law and which is connected with the exercise and performance of the functions of BPOGRL either between or among parts of the Benefited Property or any of such parts, the servitude and other rights granted by this Deed being deemed to be annexed to each such part of the Benefited Property independently of the others. 6 Subject to clause 4 of the foregoing Deed a right to continuous vertical and lateral support for The Pipeline from the Servitude Strip. 7 A right to remove any trees which or the roots of which may become a danger to The Pipeline and also any other trees or shrubs on the Servitude Strip. Part 3 Benefited Property The subjects comprising the Oil Refinery site at the Grangemouth complex. Note: A copy of the said plan 1 annexed to the above deed is included in this Title Sheet as Supplementary Plan 4 to the Title Plan.

**Entry
Number**

Burden Detail

35 Grant of Servitude containing Disposition by BP Oil Refinery Grangemouth Limited to BP Exploration Operating Company Limited, recorded G.R.S. (Stirling (Fiche 13 Frame 1), and also West Lothian) 20 Jan. 2006, in the following terms: 1. DEFINITIONS AND INTERPRETATION 1.1 Definitions In this Deed unless the context requires otherwise:- "BP Exploration" means BP Exploration Operating Company Limited, incorporated under the Companies Acts with registered number 00305943 and having its registered office at Chertsey Road, Sunbury on Thames, Middlesex TQ16 7BP and its successors in title as heritable proprietor of the Benefited Property in whom the benefit of the servitude and other rights hereby granted shall for the time being be vested; "Date of Entry" means 1 April 2005; "Benefited Property" means the subjects described in Part 3 of the Schedule; BPOGRL" means BP Oil Grangemouth Refinery Limited, incorporated under the Companies Acts with registered number SC010612 and having its registered office at Bo'ness Road, Grangemouth FK3 9XQ and its successors in title as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; Burdened Property means ALL and WHOLE the subjects described in Part 1 of the Schedule; "Pipeline System" means the propane and butane pipelines between (i) BP Exploration's PLPG Plant at BP Refinery, Grangemouth and (ii) BP Exploration's RLPG plant at Grangemouth Docks, together with all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Pipeline Works Purpose" means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, testing, cleansing, relaying, making safe or removing any part or parts of the Pipeline System; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 2 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in

Clause 3 of this Deed; "Servitude Strip" means that part of the Burdened Property 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 pipes forming part of The Pipeline, whether such firstmentioned 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; "The Pipeline" means such part of the Pipeline System as has been or is to be laid through, under or over the Burdened Property.

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 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 BPOGRL 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 BP Exploration as owner of the Benefited Property and that with entry as at the Date of Entry.

3. OBLIGATIONS BY BP EXPLORATION to BPOGRL

3.1 Undertakings by BP Exploration BP Exploration (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 UNDERTAKES to BPOGRL that:- (a) Avoid obstruction or interference: in exercising the servitude and other rights hereby granted BP Exploration shall take all reasonable precautions to avoid obstruction to or interference with the use of the Burdened Property and damage or injury thereto; (b) Make good damage or injury: BP Exploration shall so far as reasonably practicable make good with all due diligence and without delay all damage or injury to the Burdened Property caused by the exercise by BP Exploration of the servitude and other rights hereby granted and shall make full compensation to BPOGRL in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid; (c) Keep pipeline in proper repair: BP Exploration shall so far as reasonably practicable keep The Pipeline in proper repair and condition and upon permanent abandonment of The Pipeline or any part thereof (notification whereof shall be given to BPOGRL by BP Exploration), BP Exploration shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition); (d) Indemnity re exercise of rights: BP Exploration shall keep BPOGRL indemnified against all loss, damage, actions, claims or demands arising by reason of the exercise of the servitude and other rights hereby granted or failure to keep the Pipeline in proper repair and condition as aforesaid; provided that BPOGRL shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of

BP Exploration (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BP Exploration granting to BPOGRL such reasonable indemnity as BPOGRL may require in relation to the costs and expenses of any litigation arising in respect of such actions, claims or demands); (e) Indemnity re damage or destruction of pipeline; BP Exploration shall indemnify and keep BPOGRL indemnified against all loss, damage (including without prejudice to that generality any damage caused to the environment and loss suffered by BPOGRL in the event of any part of the Burdened Property being designated as contaminated land under the Environmental Protection Act 1990, as amended from time to time), claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of The Pipeline as aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whether from The Pipeline or any such apparatus or equipment as aforesaid unless such damage, destruction or escape is caused by the acts or omissions of BPOGRL or his servants or agents provided that BPOGRL shall not settle or compromise any such claims or demands as are referred to herein without the prior consent of BP Exploration (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BP Exploration granting to BPOGRL such reasonable indemnity as BPOGRL may require in relation to the costs and expenses of any litigation arising in respect of such claims or demands); and (f) Pay public rates and taxes: BP Exploration shall pay all public rates and taxes which may be imposed in respect of The Pipeline or the servitude and other rights hereby granted.

3.2 Indemnities to continue in full force and effect The indemnities contained and set out in this Clause 3 will continue in force even if the servitude rights hereby granted come to an end.

4 OBLIGATIONS BY BPOGRL TO BP EXPLORATION

4.1 Undertakings by BPOGRL BP Exploration (for the purpose of securing to BP Exploration the Specified Rights hereby granted and to benefit and protect the same at all hands) HEREBY UNDERTAKES to BP Exploration that:- (a) No damage or injury: BPOGRL will not do or cause or permit to be done on the Burdened Property anything calculated or likely to cause damage or injury to The Pipeline and will take all reasonable precautions to prevent such damage or injury; (b) No material alteration or deposit: BPOGRL will not, without the prior consent in writing of BP Exploration 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 by BP Exploration or so as to affect in any way the support afforded to The Pipeline by the surrounding soil including minerals or (where applicable) so as to materially reduce the depth of soil above The Pipeline; (c) No building: BPOGRL will not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the Servitude Strip; and (d) Take future tenants bound: in the event of BPOGRL granting any lease or other occupancy right in respect of the Burdened Property or any part thereof, BPOGRL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successor in title, are bound to comply (as if such tenant or occupant, and such successors, were BPOGRL) 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 Reserved right to install service pipes etc Nothing contained in this Clause 4 shall prevent BPOGRL (provided it shall have obtained all permissions or consents, other than that of BP Exploration, required for the undertaking of the aftermentioned works) from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which consent shall not be unreasonably withheld and for which no charge shall be made) of BP Exploration or its agents.

5 DISPUTES Any difference which may arise between BPOGRL and BP Exploration 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 BPOGRL and BP Exploration shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed.

6 TITLE PROVISIONS

6.1 No lien over pipeline BPOGRL agrees that no part of The

Pipeline shall be or become the property of BPOGRL nor shall BPOGRL acquire any lien or other right over The Pipeline or any part thereof. 7 GENERAL 7.1 Notices All communications addressed to BPOGRL relative to this Deed shall be addressed to the Refinery Manager, BP Oil Grangemouth Refinery Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as BPOGRL may at any time or from time to time notify to BP Exploration. All communications addressed to BP Exploration 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 BP Exploration may at any time or from time to time notify BPOGRL. 7.2 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 5 of this Deed). Schedule Part 1 Burdened Property The subjects comprising the Oil Refinery site at the Grangemouth complex Specified Rights 1 A right to maintain in position any part or parts of The Pipeline already laid or constructed along the route coloured red and highlighted in yellow on drawing 1 and drawing 2 annexed to this Deed 2 A right for the officers, servants and agents of BP Exploration 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 Pipeline Works Purpose and pass over and across the Burdened Property and any other adjoining land of BPOGRL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between BPOGRL and BP Exploration, 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 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 Pipeline Works Purpose. 4 A right to manage, work and use The Pipeline. 5 A right to use or permit to use The Pipeline to transmit any material or substance the transmission of which is for the time being not prohibited by law and which is connected with the exercise and performance of the functions of BP Exploration either between or among parts of the Benefited Property or any of such parts, the servitude and other rights granted by this Deed being deemed to be annexed to each such part of the Benefited Property independently of the others. 6 Subject to clause 4 of the foregoing Deed a right to continuous vertical and lateral support for The Pipeline from the Servitude Strip. 7 A right to remove any trees which or the roots of which may become a danger to The Pipeline and also any other trees or shrubs on the Servitude Strip. Part 3 Benefited Property The subjects comprising the Chemicals site at the Grangemouth complex including the piece of ground at BP's Grangemouth Refinery shown outlined red on Plan 3 annexed and executed as relative hereto, forming part and portion of the Burdened Property. Note 1: A copy of the drawings 1 and 2 annexed to the above deed are included in this Title Sheet as Supplementary Plans 5 and 6 to the Title Plan. Note 2: A copy of the plan 3 annexed to the above deed is included in this Title Sheet as Supplementary Plan 7 to the Title Plan.

**Entry
Number**

Burden Detail

36 Grant of Servitude containing Disposition by BP Oil Grangemouth Refinery Limited to BP Exploration Operating Company Limited, recorded G.R.S. (Stirling (Fiche 14 Frame 1), and also West Lothian) 20 Jan. 2006, in the following terms: 1. DEFINITIONS AND INTERPRETATION 1.1 Definitions In this Deed unless the context requires otherwise:- "BP Exploration" means BP Exploration Operating Company Limited, incorporated under the Companies Acts with registered number 00305943 and having its registered office at Chertsey Road, Sunbury on Thames,

Middlesex TQ16 7BP and its successors in title as heritable proprietor of the Benefited Property in whom the benefit of the servitude and other rights hereby granted shall for the time being be vested "Date of Entry" means 1 April 2005; "Benefited Property" means the subjects described in Part 3 of the Schedule; BPOGRL" means BP Oil Grangemouth Refinery Limited, incorporated under the Companies Acts with registered number SC010612 and having its registered office at Bo'ness Road, Grangemouth FK3 9XQ and its successors in title as heritable proprietor of the Burdened Property and unless the context so precludes includes its successors in title as such heritable proprietor; Burdened Property means ALL and WHOLE the subjects described in Part 1 of the Schedule; "Pipeline System" means the propane and butane pipelines between (i) BP Exploration's site at Kinneil and (ii) the PLPG Plant at BP Refinery, Grangemouth together with all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Pipeline Works Purpose" means the purpose of inspecting, maintaining, protecting, adjusting, altering, renewing or repairing, testing, cleansing, relaying, making safe or removing any part or parts of the Pipeline System; "Schedule" means the schedule in 3 Parts of or to this Deed; "Specified Rights" means the rights specified in Part 2 of the Schedule; "Servitude Conditions" means the conditions attaching to the Specified Rights as set out in Clause 3 of this Deed; "Servitude Strip" means that part of the Burdened Property 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 pipes forming part of The Pipeline, whether such firstmentioned 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; "The Pipeline" means such part of the Pipeline System as has been or is to be laid through, under or over the Burdened Property.

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 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 BPOGRL 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 BP Exploration as owner of the Benefited Property and that with entry as at the Date of Entry.

3. OBLIGATIONS BY BP EXPLORATION to BPOGRL

3.1 Undertakings by BP Exploration BP Exploration (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 UNDERTAKES to BPOGRL that:- (a) Avoid obstruction or

interference: in exercising the servitude and other rights hereby granted BP Exploration shall take all reasonable precautions to avoid obstruction to or interference with the use of the Burdened Property and damage or injury thereto;

(b) Make good damage or injury: BP Exploration shall so far as reasonably practicable make good with all due diligence and without delay all damage or injury to the Burdened Property caused by the exercise by BP Exploration of the servitude and other rights hereby granted and shall make full compensation to BPOGRL in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

(c) Keep pipeline in proper repair: BP Exploration shall so far as reasonably practicable keep The Pipeline in proper repair and condition and upon permanent abandonment of The Pipeline or any part thereof (notification whereof shall be given to BPOGRL by BP Exploration), BP Exploration shall render the same permanently safe (which obligation shall extend to maintaining the same always in a permanently safe condition);

(d) Indemnity re exercise of rights: BP Exploration shall keep BPOGRL indemnified against all loss, damage, actions, claims or demands arising by reason of the exercise of the servitude and other rights hereby granted or failure to keep the Pipeline in proper repair and condition as aforesaid; provided that BPOGRL shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of BP Exploration (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BP Exploration granting to BPOGRL such reasonable indemnity as BPOGRL may require in relation to the costs and expenses of any litigation arising in respect of such actions, claims or demands);

(e) Indemnity re damage or destruction of pipeline; BP Exploration shall indemnify and keep BPOGRL indemnified against all loss, damage (including without prejudice to that generality any damage caused to the environment and loss suffered by BPOGRL in the event of any part of the Burdened Property being designated as contaminated land under the Environmental Protection Act 1990, as amended from time to time), claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of The Pipeline as aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whether from The Pipeline or any such apparatus or equipment as aforesaid unless such damage, destruction or escape is caused by the acts or omissions of BPOGRL or his servants or agents provided that BPOGRL shall not settle or compromise any such claims or demands as are referred to herein without the prior consent of BP Exploration (which consent shall not be unreasonably withheld or delayed and the refusal of which shall be conditional upon BP Exploration granting to BPOGRL such reasonable indemnity as BPOGRL may require in relation to the costs and expenses of any litigation arising in respect of such claims or demands); and

(f) Pay public rates and taxes: BP Exploration shall pay all public rates and taxes which may be imposed in respect of The Pipeline or the servitude and other rights hereby granted.

3.2 Indemnities to continue in full force and effect The indemnities contained and set out in this Clause 3 will continue in force even if the servitude rights hereby granted come to an end.

4 OBLIGATIONS BY BPOGRL TO BP EXPLORATION

4.1 Undertakings by BPOGRL BP Exploration (for the purpose of securing to BP Exploration the Specified Rights hereby granted and to benefit and protect the same at all hands) HEREBY UNDERTAKES to BP Exploration that:-

(a) No damage or injury: BPOGRL will not do or cause or permit to be done on the Burdened Property anything calculated or likely to cause damage or injury to The Pipeline and will take all reasonable precautions to prevent such damage or injury;

(b) No material alteration or deposit: BPOGRL will not, without the prior consent in writing of BP Exploration 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 by BP Exploration or so as to affect in any way the support afforded to The Pipeline by the surrounding soil including minerals or (where applicable) so as to materially reduce the depth of soil above The Pipeline;

(c) No building: BPOGRL will not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the Servitude Strip; and

(d) Take future tenants bound: in the event of BPOGRL granting any lease or other occupancy right in respect of the Burdened

Property or any part thereof, BPOGRL will ensure that the tenant or occupant under any such lease or other occupancy right, along with his successor in title, are bound to comply (as if such tenant or occupant, and such successors, were BPOGRL) 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 Reserved right to install service pipes etc Nothing contained in this Clause 4 shall prevent BPOGRL (provided it shall have obtained all permissions or consents, other than that of BP Exploration, required for the undertaking of the aftermentioned works) from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which consent shall not be unreasonably withheld and for which no charge shall be made) of BP Exploration or its agents. 5 DISPUTES Any difference which may arise between BPOGRL and BP Exploration 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 BPOGRL and BP Exploration shall be entitled to instigate proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed. 6 TITLE PROVISIONS 6.1 No lien over pipeline BPOGRL agrees that no part of The Pipeline shall be or become the property of BPOGRL nor shall BPOGRL acquire any lien or other right over The Pipeline or any part thereof. 7 GENERAL 7.1 Notices All communications addressed to BPOGRL relative to this Deed shall be addressed to the Refinery Manager, BP Oil Grangemouth Refinery Limited, Bo'ness Road, Grangemouth FK3 9XQ, or to such other person and/or such other address as BPOGRL may at any time or from time to time notify to BP Exploration. All communications addressed to BP Exploration 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 BP Exploration may at any time or from time to time notify BPOGRL. 7.2 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 5 of this Deed). Schedule Part 1 Burdened Property The subjects comprising the Oil Refinery site at the Grangemouth complex Specified Rights 1 A right to maintain in position any part or parts of The Pipeline already laid or constructed along the route coloured red and highlighted in yellow on drawing 1 and drawing 2 annexed to this Deed 2 A right for the officers, servants and agents of BP Exploration 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 Pipeline Works Purpose and pass over and across the Burdened Property and any other adjoining land of BPOGRL to obtain access to and egress from the Servitude Strip along such route as shall be agreed between BPOGRL and BP Exploration, 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 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 Pipeline Works Purpose. 4 A right to manage, work and use The Pipeline. 5 A right to use or permit to use The Pipeline to transmit any material or substance the transmission of which is for the time being not prohibited by law and which is connected with the exercise and performance of the functions of BP Exploration either between or among parts of the Benefited Property or any of such parts, the servitude and other rights granted by this Deed being deemed to be annexed to each such part of the Benefited Property independently of the others. 6 Subject to clause 4 of the foregoing Deed a right to continuous vertical and lateral support for The Pipeline from the Servitude Strip. 7 A right to remove any trees which or the roots of which may become a danger to The Pipeline and

also any other trees or shrubs on the Servitude Strip. Part 3 Benefited Property The subjects comprising the Chemicals site at the Grangemouth complex including the piece of ground at BP's Grangemouth Refinery shown outlined red on Plan 3 annexed and executed as relative hereto, forming part and portion of the Burdened Property. Note 1: A copy of the drawings Nos. 1 and 2 annexed to the above deed are included in this Title Sheet as Supplementary Plans 8 and 9 respectively to the Title Plan. Note 2: Plan 3 annexed to the above deed is identical to the copy deed plan which is included in this Title Sheet as Supplementary Plan 7 to the Title Plan.

**Entry
Number**

Burden Detail

37 Disposition by BP Oil Grangemouth Refinery Limited to BP Exploration Operating Company Limited and its successors and assignees, recorded G.R.S (West Lothian) 23 Jan. 2006, of subjects at Kinneil Kerse, Grangemouth, extending to 111.8 hectares (the "Subjects"), contains the following servitude imposed on the Subjects in favour of the parts of the subjects in this Title tinted yellow on the Title Plan (the "Retained Property"):- A right of access to and egress from the Retained Property over the route coloured blue on the plan annexed and docketed as relative hereto for pedestrian and vehicular traffic subject to compliance with the reasonable security arrangements in place for the benefit of the Subjects. Note 1: The Subjects as defined in the foregoing disposition are, as at 27 Jan. 2011, the subjects registered under Title Number WLN36742. Note 2: The plan annexed to the above deed is identical to the copy deed plan included in the Title Sheet as Supplementary Plan 10 to the Title Plan.

**Entry
Number**

Burden Detail

38 Disposition by BP Oil Grangemouth Refinery Limited (hereinafter referred to as "BPOGRL") to BP Exploration Operating Company Limited and its successors and assignees (hereinafter referred to as "BPEOCL"), recorded G.R.S (Stirling) 6 Feb. 2006, of piece of ground at BP's Grangemouth Refinery, (hereinafter referred to as "the Subjects"), contains the following rights and burdens: Together with a servitude right of pedestrian and vehicular access to and from the Subjects and each part thereof by the roads tinted blue on the Title Plan. This is the Schedule referred to in the foregoing Disposition Part 2: Real Burdens The following real burdens are imposed on the Subjects in favour of the Retained Property:- 1. A right of drainage from the Retained Property into that part of the Subjects hatched brown on the said Plan; 2. An obligation to contribute a one half share of the maintenance costs of the access roads tinted blue on said Plan. Part 3: Servitudes The following servitudes are imposed on the Subjects in favour of the Retained Property:- 1. A right of pedestrian and vehicular access and egress to and from the Retained Property over the route tinted mauve on said Plan subject to an obligation to contribute a one half share of the cost of maintaining the said access route in its present condition; 2. A right to lead pipelines across the route hatched yellow on said Plan and a right of free passage of materials through such pipelines, together with a right of pedestrian and vehicular access thereto for inspection, maintenance, repair and renewal; 3. A right of pedestrian and vehicular access across the Subjects for access and egress to and from the part of the Retained Property lying to the west of the Subjects. Part 4: Restriction on application to the Lands Tribunal No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) and section 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the real burdens set out in part 2 of this Schedule and the servitudes set out in part 3 of this Schedule for a period of 5 years after the registration of this disposition in the Land Register. Part 5: The Retained Property The subjects comprising the Oil Refinery site at the Grangemouth Complex. Note: The Subjects as defined in the foregoing Entry is the PLPG Plant on the west side of Old Refinery Road, Grangemouth.

Entry

Number Burden Detail

39 Disposition by Innovene Manufacturing Scotland Limited to Grangemouth Holdings Limited and its successors and assignees (hereinafter referred to as "GHL"), 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 the plan numbered 1 annexed ("Plan 1") ("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 Plan 1 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 Plan 1 and Plan 2 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 (but not hatched) on Plan 1 annexed and executed as relative hereto, the area outlined red on Plan 2 annexed and executed as relative hereto, the area outlined red and hatched on Plan 1 and the area outlined red on Plan 5 annexed and executed as relative hereto); "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 plan 4; "Original Route" means the route of the Equipment and/or the Pipeline Systems as shown on Plan 1, Plan 2 and Plan 3; "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 Plan 1 and Plan 3. (i) A right to excavate, lay and construct the Proposed Gas Pipeline along the route shown with a light blue line on Plan 1 and Plan 3. (j) A right to excavate lay and construct the Proposed Steam Pipeline along the route shown with a light blue line on Plan 1 and Plan 3. "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 Plan 1 and Plan 3; (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 Plan 1; (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 Plan 1 and Plan 3; (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 Plan 1; (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 Plan 1; (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 Plan 1 and Plan 3; together with (in all cases) all or any Supportive Apparatus associated therewith and all wrapping and protective materials; "Plan 1 " means the plan numbered 1 and annexed and executed as relative hereto; "Plan 2" means the plan numbered 2 and annexed and executed as relative hereto; "Plan 3" means the plan numbered 3 and annexed and executed as relative hereto; "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 GHL (as the case may be) shall act as a Reasonable and Prudent Operator; (b) Make good damage or injury: if the Benefited Proprietors or GHL (as the case may be) cause any damage or injury to the Retained Property through the exercise by the Benefited Proprietors or GHL (as the case may be) of the Equipment Rights, the Pipeline Rights or the Demin Plant Rights the Benefited Proprietors or GHL (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: GHL 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: GHL 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 GHL (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 GHL (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 GHL (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 GHL (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 Plan 2 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 Plan 1 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 GHJ's then current process in place for the control of work in respect of the Subjects and reimbursing GHJ 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 GHJ'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: Plans 1 to 5 annexed to the above deed are identical to the copy deed plans included in this Title Sheet as Supplementary Plans 11, 12, 13, 10 and 7 to the Title Plan respectively.

**Entry
Number**

Burden Detail

40 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, recorded G.R.S (Stirling (Fiche 57 Frame 1), and also West Lothian) 28 Mar. 2006, of the ground outlined and hatched in blue on the plan numbered 1 annexed thereto ("Plan 1")("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 Plan 1, the area outlined red on the plan numbered 2 ("Plan 2") annexed and executed as relative hereto, the area outlined red and hatched on Plan 1 and the area outlined red on the plan numbered 5 ("Plan 5") annexed and executed as relative hereto); "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 Plan 4 annexed and executed as relative hereto; "Original Route" means the route of the Pipeline System as shown on Plan 1 and the plan numbered 3 annexed and executed as relative hereto; "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 Plan 1 and Plan 3 (that part of the C5+ Downstream Line from the boundary of the Retained Property to the said jetties not being shown on Plan 1 or Plan 3); 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 Plan 1 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 GHIL'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 GHL 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 (l)(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. Note: Plans 1 to 5 annexed to the above deed are identical to the copy deed plans included in this Title Sheet as Supplementary Plans 11, 12, 13, 10 and 7 to the Title Plan respectively.

Entry Number	Burden Detail
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Deed of Real Burden and Deed of Servitude, recorded G.R.S (Stirling (Fiche 58 Frame 1), and also 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 Plan 1, shown outlined and hatched red on Plan 2, and shown outlined red on Plan 5; "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 sub-stations shown outlined red and hatched on Plan 2 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 Plan 1 and Plan 2 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; "Plan 1" means the plan numbered 1 annexed and executed as relative hereto; "Plan 2" means the plan numbered 2 annexed and executed as relative hereto; "Plan 3" means the plan numbered 3 annexed and executed as relative hereto; "Plan 4" means the plan numbered 4 annexed and executed as relative hereto; "Plan 5" means the plan numbered 5 annexed and executed as relative hereto; "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 Burden 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 Plan 1 and Plan 2. 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 Plan 4; POWER PLANT Those subjects outlined blue (but not hatched) on Plan 1 and forming part and portion of the subjects described in Part 2 of this Schedule; PLPG PLANT Those subjects outlined red on Plan 5 and forming part and portion of the subjects described in Part 2 of this Schedule. Note: Plans 1 to 5 annexed to the above deed are identical to the copy deed plans included in this Title Sheet as Supplementary Plans 11, 12, 13, 10 and 7 to the Title Plan respectively.

**Entry
Number**

Burden Detail

42 Deed of Real Burdens and Deed of Servitude recorded G.R.S (Stirling (Fiche 59 Frame 1), and also West Lothian) 28 Mar. 2006, by Innovene Manufacturing Scotland Limited to BP Exploration Operating Company Limited, BP International Limited and BP Chemicals 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, GHIL 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 Plan 1, shown outlined and hatched red on Plan 2, and shown outlined red on Plan 5; "Date of Entry" means 26 Sep. 2005; "GHIL" 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; "Plan 1" means the plan numbered 1 annexed and executed as relative hereto; "Plan 2" means the plan numbered 2 annexed and executed as relative hereto; "Plan 3" means the plan numbered 3 annexed and executed as relative hereto; "Plan 4" means the plan numbered 4 annexed and executed as relative hereto; "Plan 5" means the plan numbered 5 annexed and executed as relative hereto; "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'nness 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'nness 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 Burden and Deed of Servitude by IMSL in favour of BPEOCL, GHIL 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 Plan 1, Plan 2 and Plan 3.

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 Plan 4; POWER PLANT The subjects outlined blue but not hatched on Plan 1. Note: Plans 1 to 5 annexed to the above deed are identical to the copy deed plans included in this Title Sheet as Supplementary Plans 20, 12, 21, 10 and 7 to the Title Plan respectively.

**Entry
Number**

Burden Detail

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Deed of Real Burden and Deed of Servitude, recorded G.R.S (Stirling (Fiche 60 Frame 1), and also 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 Plan 1, shown outlined and hatched red on Plan 2, and shown outlined red on Plan 5; "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 Plan 1 and Plan 2 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; "Plan 1" means the plan numbered 1 annexed and executed as relative hereto; "Plan 2" means the plan numbered 2 annexed and executed as relative hereto; "Plan 3" means the plan numbered 3 annexed and executed as relative hereto; "Plan 4" means the plan numbered 4 annexed and executed as relative hereto; "Plan 5" means the plan numbered 5 annexed and executed as relative hereto; "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 Plan 1 and Plan 2.

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 Plan 4; POWER PLANT Those subjects outlined blue (but not hatched) on Plan 1 and forming part and portion of the subjects described in Part 2 of this Schedule; PLPG PLANT Those subjects outlined red on Plan 5 and forming part and portion of the subjects described in Part 2 of this Schedule.

Note: Plans 1 to 5 annexed to the above deed are identical to the copy deed plans included in this Title Sheet as Supplementary Plans 11, 12, 13, 10 and 7 to the Title Plan respectively.

**Entry
Number**

Burden Detail

44 Deed of Real Burden and Deed of Servitude, recorded G.R.S (Stirling (Fiche 61 Frame 1), and also 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 Plan 1, shown outlined and hatched red on Plan 2, and shown outlined red on Plan 3; "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 Plan 3; "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; "Plan 1" means the plan numbered 1 annexed and executed as relative hereto; "Plan 2" means the plan numbered 2 annexed and executed as relative hereto; "Plan 3" means the plan numbered 3 annexed and executed as relative hereto; "Plan 4" means the plan numbered 4 annexed and executed as relative hereto; "Plan 5" means the plan numbered 5 annexed and executed as relative hereto; "Plan 6" means the plan numbered 6 annexed and executed as relative hereto; "Plan 7" means the plan numbered 7 annexed and executed as relative hereto; "Plan 8" means the plan numbered 8 annexed and executed as relative hereto; "Plan 9" means the plan numbered 9 annexed and executed as relative hereto; "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 Plans 5, 6, 7, 8 and 9.

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 Plan 4; PLPG PLANT 2. Those premises outlined red on Plan 3 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: Plans 1 to 4 annexed to the above deed are identical to the copy deed plans included in the Title Sheet as Supplementary Plans 11, 12, 7, and 10 to the Title Plan respectively. In addition, copies of Plans 5 to 9 to the above deed are included in the Title Sheet as Supplementary Plans 14 to 18 to the Title Plan respectively.

Entry Number

Burden Detail

45 Deed of Real Burdens and Deed of Servitude recorded G.R.S. (Stirling (Fiche 62 Frame 1), and also West Lothian) 28 Mar. 2006, by Innovene Manufacturing Scotland Limited to 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 Plan 1, shown outlined and hatched red on Plan 2, and

shown outlined red on Plan 5; "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; "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 Plan 1, Plan 2, and Plan 3 together with all or any Supportive Apparatus associated therewith and all wrapping or protective materials; "Plan 1" means the plan numbered 1 annexed and executed as relative hereto; "Plan 2" means the plan numbered 2 annexed and executed as relative hereto; "Plan 3" means the plan numbered 3 annexed and executed as relative hereto; "Plan 4" means the plan numbered 4 annexed and executed as relative hereto; "Plan 5" means the plan numbered 5 annexed and executed as relative hereto; "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 Plan 1, Plan 2 and Plan 3 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.

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 Burden 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 Plan 1, Plan 2 and Plan 3 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 Plan 4; 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. Note: Plans 1 to 5 annexed to the above deed are identical to the copy deed plans included in this Title Sheet as Supplementary Plans 11, 12, 13, 10 and 7 to the Title Plan respectively.

**Entry
Number**

Burden Detail

46 Disposition by Innovene Manufacturing Scotland Limited (hereinafter referred to as "IMSL") to Grangemouth Holdings Limited and its successors and assignees (hereinafter referred to as "GHL"), recorded G.R.S (Stirling) 29 Mar. 2006, of 1/2 pro indiviso share of PLPG Amenities Site at Grangemouth, which Amenities Site is hatched green on the Title Plan (hereinafter referred to as "the Subjects"), contains

the following servitude: IMSL impose the following servitude on the Retained Property (being the Refinery at Grangemouth under exception of the subjects hatched green on the Title Plan) in favour of the Subjects: 1. A servitude right of access to and egress from the Subjects and each part thereof for pedestrian and vehicular (including heavy and construction) traffic by the route shown by with a broken yellow line and an orange line on the plan annexed and signed as relative hereto such servitude right to be exercised: (a) subject to GHF 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 GHF's interest in ensuring that the amenities building situated on the Subjects is properly maintained and capable of being accessed by GHF's officers, servants, employees, agents, contractors, surveyors and others. 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 servitude for a period of five years after the registration of this Disposition in the Land Register. Note: The said route of the servitude as shown on the said Deed Plan is indicated on the Title Plan by a blue broken line in so far as it affects the subjects in this Title.

**Entry
Number**

Burden Detail

47 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 ICGL Apparatus from the IIGL 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 IIGL 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 IIGL 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 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 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 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 ICGL over other land (whether land which is vested in IIGL 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 IIGL Property) in connection with the ICGL 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 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 IIGL 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 IIGL 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 IIGL 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 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 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 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 ICGL).

PART 3 The IIGL Servitudes The following servitudes are imposed on the IMSL 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 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 IIGL 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 or 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 is edged and numbered 1 and 2 in green on the Title Plan in so far as forming part of the subjects in this Title, under exception of the parts tinted green on the said

Plan lying within the said areas edged green. Note 2: Plan 1 annexed to the foregoing Deed of Conditions and Servitudes is included in this Title Sheet as Supplementary Plan No. 19 to the Title Plan.

**Entry
Number**

Burden Detail

48 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.

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