

DATED

27 August

2025

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**THE LONDON BOROUGH OF HILLINGDON**

and

**PROLOGIS UK 79 LIMITED**

and

**VIRTUS LONDON 14 LIMITED**

and

**STANDARD CHARTERED BANK (HONG KONG) LIMITED**

**DEED OF VARIATION UNDER SECTION 106A OF THE TOWN & COUNTRY PLANNING ACT  
1990 RELATING TO LAND AT UNIT D PROLOGIS PARK STOCKLEY ROAD WEST  
DRAYTON UB7 9FN**

**Planning Application Ref: 18399/APP/2025/16**

Planning and Corporate Team  
Legal Services  
London Borough of Hillingdon  
Civic Centre  
High Street  
Uxbridge  
Middlesex UB8 1UW  
Ref: 26254/LB

THIS DEED IS DATED

27<sup>th</sup> August

2025

- (1) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("**the Council**");
- (2) **PROLOGIS UK 79 LIMITED** incorporated and registered in England and Wales with company number 14321098 whose registered office is Prologis House, Blythe Gate, Blythe Valley Park, Solihull, B90 8AH ("**the Freehold Owner**");
- (3) **VIRTUS LONDON 14 LIMITED** incorporated and registered in England and Wales with company number 12698361 whose registered office is at of 4th Floor 20 Balderton Street, London, England, W1K 6TL ("**the Leasehold Owner**"); and
- (4) **STANDARD CHARTERED BANK (HONG KONG) LIMITED** (incorporated in Hong Kong) whose registered office is 11th Floor, Standard Chartered Tower, 388 Kwun Tong Road, Hong Kong ("**the Mortgagee**")

- A The Council is the Local Planning Authority for the purposes of the Act within which the Land is situated and by whom the obligations in this Deed are enforceable
- B The Freehold Owner has a freehold legal interest in the Land registered under Title Number AGL190531 at the Land Registry and the Leasehold Owner has a leasehold interest in the Land registered under Title Number AGL594704 at the Land Registry subject to a legal charge entered into between the Leaseholder and the Mortgagee dated 11<sup>th</sup> August 2023.
- C On 3 January 2025 the Leasehold Owner submitted the S73 Application to the Council for permission to develop the Land.
- D The Leasehold Owner intends to develop the Land pursuant to the Second Planning Permission.
- E The Council has authorised the completion of this Deed by delegated authority to the Director of Planning and Sustainable Growth.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 In this Deed, unless the context otherwise requires the following rules of interpretation apply in this Deed.

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Deed"	means this deed;
"the Land"	means the land known as shown edged in red on the plan in Appendix 2 of the Section 106 Agreement;
"the Parties"	means the Council, the Freehold Owner and

	the Leasehold Owner and the Mortgagee;
<b>"S73 Application"</b>	means the application submitted under Section 73 of the Town and Country Planning Act 1990 to vary Conditions 2 (Approved Drawings) and 3 (Compliance with supporting documentation) of planning permission reference 18399/APP/2022/411, dated 03-05-2023 (Installation of plant and equipment to unit DC6 including external plant equipment, external louvres and associated security fencing and landscaping, to facilitate use of the building as a data centre) to make changes to the design of the development under reference 18399/APP/2025/16;
<b>"Second Planning Permission"</b>	means the planning permission granted pursuant to the S73 Application;
<b>"Section 106 Agreement"</b>	means the legal agreement made pursuant to Section 106 of the Act between the Freehold Owner, the Leasehold Owner and the Council dated 28 <sup>th</sup> April 2023 pursuant to planning application reference 18399/APP/2022/411;

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed.
- 1.3 Clause headings shall not affect the interpretation of this Deed.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted and to any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Unless the context otherwise requires, references to clauses are to the clauses of this deed.

- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

**2. STATUTORY PROVISION**

This Deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 section 1 of the Localism Act 2011 and any other enabling powers, to the intent that it will bind the Owner and their successors in title to the Land.

**3. VARIATIONS TO THE ORIGINAL AGREEMENT**

- 3.1 The Parties agree that, except as varied by this Deed, the Section 106 Agreement shall remain in full force and effect.
- 3.2 Nothing in this Deed affects the Council's powers in respect of any antecedent breach or omission in relation to the Section 106 Agreement.
- 3.3 The Parties agree that upon the grant of the Second Planning Permission the following amendments to the Section 106 Agreement shall be made as follows:

3.3.1 The definition of S73 Application and Second Planning Permission shall be inserted into clause 1.1 as follows

<b>"S73 Application"</b>	means the application submitted under Section 73 of the Town and Country Planning Act 1990 to vary Conditions 2 (Approved Drawings) and 3 (Compliance with supporting documentation) of planning permission reference 18399/APP/2022/411, dated 03-05-2023 (Installation of plant and equipment to unit DC6 including external plant equipment, external louvres and associated security fencing and landscaping, to facilitate use of the building as a data centre) to make changes to the design of the development under reference 18399/APP/2025/16;
<b>"Second Planning Permission"</b>	means the planning permission granted pursuant to the S73 Application;

3.3.2 The definition of Development in clause 1.1 shall be amended to read as follows:

<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission or the Second Planning Permission;
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3.3.3 The definition of Planning Permission in clause 1.1 shall be amended to read as follows:

<b>"Planning Permission"</b>	means the planning permission that was granted pursuant to the Planning Application and/or the 73 Application as the context requires;
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3.3.4 The NOx figure within Appendix 1 to Schedule 2, Paragraph 2(b) in the s106 Agreement shall be amended to read 1.843 tonnes so that the paragraph reads:

*"exceeds the total annual Emission Caps of 1.843 tonnes of NOx per year and/ or 0.062 tonnes of PM<sub>2.5</sub> per year (PM<sub>2.5</sub> defined as total PM emissions) associated with the total operation of the proposed diesel Backup Generators (testing, maintenance and emergency)."*

#### **4. COVENANTS TO THE COUNCIL**

The Freehold Owner and the Leasehold Owner covenant to observe and perform the covenants, restrictions and obligations contained in the Section 106 Agreement as varied by this Deed.

#### **5. LOCAL LAND CHARGE**

This Deed shall be registered as a local land charge.

#### **6. COUNCIL'S COSTS**

The Leasehold Owner shall pay to the Council on or before the date of completion of this Deed, the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

#### **7. MORTGAGEE'S CONSENT**

7.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Leaseholder with its consent and that the Leaseholder's interest in the Land shall be bound by the obligations contained in the Section 106 Agreement as varied by this Deed and that the security of its charge over the Leaseholder's interest in the Land shall take effect subject to the Section 106 Agreement as varied by this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under the Section 106 Agreement as varied by this Deed unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Leaseholder.

7.2 The obligations under the Section 106 Agreement as varied by this Deed shall not be binding on any future mortgagee, chargee or receiver unless and until such mortgagee, chargee or receiver enters into possession of the Land or part of the Land to which the obligation relates in which case the obligations shall only be binding on that party that has entered into possession of the Land or part of the Land.

**8. VALUE ADDED TAX**

8.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

**9. THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**10. JURISDICTION/GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



THE COMMON SEAL of the  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON  
was duly affixed to this Agreement  
in the presence of:-

MEMBER OF THE  
COUNCIL.....*[Signature]*

AUTHORISED  
OFFICER.....*[Signature]*



EXECUTED AS A DEED by  
PROLOGIS 79 LIMITED acting by  
a Director in the presence of:-

Signature of  
Director.....*[Signature]*

Signature of  
Witness.....*[Signature]*

Name.....**Glenda Reid**.....

Address.....

Prologis House  
Blythe Gate  
Blythe Valley Park  
Solihull, West Midlands  
B90 8AH

EXECUTED AS A DEED by  
VIRTUS LONDON 14 LIMITED acting by:-  
acting by a Director in the presence of:-

Signature of  
Director.....*[Signature]*

Signature of  
Witness.....*[Signature]*

Name.....*Daria Kachurina*.....

Address.....*20 Rotherham Street,*  
*W14 6TL, LONDON*.....

SIGNED SEALED AND DELIVERED  
As a Deed by and in the name of  
**STANDARD CHARTERED BANK (HONG  
KONG) LIMITED**  
By its attorney



Tin Wan Chung  
Director

.....  
Signing No: HK10768

in the presence of:-



.....  
Wing Yuk Wendy Lau  
Signing No: HK11116