

DATED

21st March

2024

WOLVERHAMPTON CITY COUNCIL

and

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS**

RELATING TO THE DEVELOPMENT OF LAND AT

Unit 1, Elystan Business Centre, Springfield Road, Hayes

PLANNING APPLICATION NUMBER: 2621/APP/2022/3293

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: CMCG/022522

THIS PLANNING OBLIGATION BY DEED is dated 21st March 2024

and is made **BETWEEN**:

1. **WOLVERHAMPTON CITY COUNCIL** as administering authority for the West Midlands Pension Fund whose registered office is at Civic Centre, St Peters Square, Wolverhampton WV1 1RL and care of CBRE Global Investors Limited, Third Floor, One New Change, London EC4M 9AF ("the Owner"); and
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title No. NGL498448 at the Land Registry.
- C On 27 October 2022 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 For the purposes of the recitals and this Agreement, the following words and expressions shall have the following meaning:

“1980 Act”	means the Highways Act 1980 (as amended);
“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Air Quality Contribution”	means the Indexed Link sum of One Hundred and Sixty Three Thousand Four Hundred and Four Pounds (£163,404) referred to in Schedule 1 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): <ul style="list-style-type: none">- Use of low emission fuel technology and other measures to reduce emissions;- Tree and other planting;- Restrictions on certain types of vehicles;- Use of cleaner fuels on energy and heating;- Use of combined heat and power and community heating systems; and- Environmental management systems and air quality strategy;
“Auditor”	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
“Authority's Area”	means the administrative area of the Council;

<p>“Commencement of Development”</p>	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, <p>and Commence and Commenced shall be construed accordingly;</p>
<p>“Staff Travel Plan”</p>	<p>means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Commercial Unit other than by the driver only private car in accordance with Schedule 2;</p>
<p>“Staff Travel Plan Co-ordinator”</p>	<p>means the person or persons to be appointed by the Owner to act as co-ordinator of the Staff Travel Plan who shall be responsible for the implementation,</p>

	monitoring and progress reporting of the Staff Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Staff Travel Plan;
“Commercial Unit”	means unit C1 to be constructed for commercial purposes within the Development pursuant to the Planning Permission;
“CPI”	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
“Director of Planning, Regeneration and Public Realms”	means the Council’s Director of Planning, Regeneration and Public Realm such person as the Council designates as undertaking this role;
“Development”	means the development of the Site pursuant to the Planning Permission;
“Form PO1”	means the form in the substantial format attached at Appendix 1 ;
“Index Linked”	means the application of the formula provided at clause 15 ;
“Interest”	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
‘Monitoring’	means a survey of employees /users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);

“Monitoring Period”	means the period of up to a maximum of five (5) years beginning on Occupation of the Commercial Unit
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
“Plan”	means the plan attached to this Agreement at Appendix 2 ;
“Planning Application”	means the application for planning permission under the Council's reference number 2621/APP/2022/3293
“Planning Permission”	means the planning permission that may be granted in pursuance of the Planning Application
“Planning Reference”	means planning reference 2621/APP/2022/3293;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
“Site”	means the property known as Unit C1, Elystan Business Centre, Springfield Road, Hayes and shown for identification purposes only edged red on the Plan;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Targets”	means for targets for achieving a decrease in the proportion of persons travelling to

	and from the Commercial Unit by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Staff Travel Plan which shall be submitted to and approved by the Council for the Commercial Unit;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;

- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - i. all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - ii. any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.13 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2 LEGAL BASIS

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site.

3 CONDITIONALITY

The obligations contained in the schedules to this Agreement are subject to and conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Commencement of the Development.

All other parts of this Agreement shall be of immediate force and effect unless otherwise stated.

4 MISCELLANEOUS

4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

4.4 Nothing in this Agreement shall be construed as a grant of planning permission.

4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.
- 4.11 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application under section 73 of the Act in respect of the conditions relating to the Planning Permission and if the Council agrees (in its absolute discretion) in writing references in this Agreement to the Planning Application shall be deemed to include any such subsequent planning applications as aforesaid and this Agreement shall henceforth take effect and be read accordingly.

5 THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Agreement and the Schedules hereto.

6 COSTS

- 6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 REGISTRATION OF AGREEMENT

The Owner recognises and agrees that the covenants in this Agreement shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8 RIGHT OF ACCESS

8.1 Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Agreement has been performed or observed.

9. ARBITRATION

9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;

9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

11. NOTICES

11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:

- a) Director of Planning, Regeneration and Public Realm , London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) The Owner at CBRE Investment Management, UK Separate Accounts, Third Floor, One New Change, London, EC4M 9AF addressed to the attention of Claudia Hargreaves

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

14. CONTRIBUTIONS

14.1 Payment of the Contributions required by this Agreement shall be made on the following basis:

(a) The Contributions due under this Agreement shall be delivered to the person and address specified in clause 11 above;

(b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.

14.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

The Owner agrees with the Council that any sums payable by the Owner under this Agreement shall be increased by the application of the formula $A=B \times C/D$ where:

(a) A is the sum actually payable on the Specified Date;

(b) B is the original sum mentioned in this Agreement;

- (c) C is the Index of Consumer Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Consumer Prices for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

All costs, payments and expenses payable to the Council under this Agreement shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales.

20. INDEMNITY

- 20.1 The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:
 - a) Compensation (including any claim arising under the Land Compensation Acts)

- b) Damages
- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

20.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

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

SCHEDULE 1

AIR QUALITY CONTRIBUTION

The Owner hereby covenants and agrees with the Council as follows:

- 1 Prior to Commencement of Development to pay to the Council the Air Quality Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement of Development before the Air Quality Contribution has been paid.

SCHEDULE 2

STAFF TRAVEL PLAN

The Owner hereby covenants and agrees with the Council as follows:

- 1 Not to Occupy the Commercial Unit until the Staff Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Staff Travel Plan shall include as a minimum:
 - 2.1 Company name, hours of operation and proposed number of staff;
 - 2.2 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Staff Travel Plan;
 - 2.3 The length of the monitoring period for the Staff Travel Plan which shall not be less than the Monitoring Period;
 - 2.4 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Staff Travel Plan;
 - 2.5 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 2.6 The Targets.
- 3 The Staff Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Commercial Unit.
- 4 To procure the funding and implementation of the Staff Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Staff Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Commercial Unit until a Staff Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Staff Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Staff Travel Plan Co-ordinator and the Auditor.
- 7 In the event that the Staff Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will

procure the employment of) a replacement Staff Travel Plan Co-ordinator as soon as reasonably practicable.

- 8 Following approval of the Staff Travel Plan for the Commercial Unit the Staff Travel Plan Co-ordinator shall monitor and review the Staff Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1 within twenty eight (28) days of the Occupation of the Commercial Unit to provide written details of the Staff Travel Plan to all new occupiers of the Commercial Unit;
 - 8.2 to use reasonable endeavours to ensure that employees/users of the Commercial Unit comply with the Staff Travel Plan;
 - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Commercial Unit and to undertake an annual review of the Staff Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
 - 8.4 to supply the Council with a statistical summary of the modes of transport used by employees/users disclosed by any Monitoring or copies of any questionnaires completed by employees/users; and
 - 8.5 to secure that the results of the Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Staff Travel Plan within twenty eight (28) days of such recommendation being made by the Council.

APPENDIX 1
FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

NB: Please continue of separate sheet(s) if necessary.

TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"

UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE

"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS

SPECIFIED IN THE AGREEMENT

FOR COUNCIL USE

**NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS
ENGINEERS**

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM) _____

**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS
YES/NO**

APPENDIX 2

PLAN





CRM
architects

20 St. Andrew Street, London EC2A 3AG
Tel: 020 7405 2344

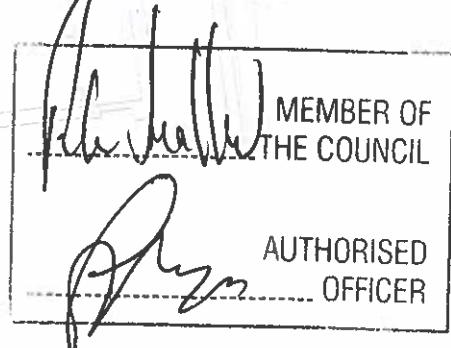
MC REAL ESTATE
INVESTMENT MANAGEMENT
UXBRIDGE ROAD RETAIL
PARK, HAYES
UNIT C1

LOCATION PLAN

PLANNING	
CONTRACT	None
PERMIT	None
TYPE	Planning
REF	895
PL	1,000
A	

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DocuSigned by:

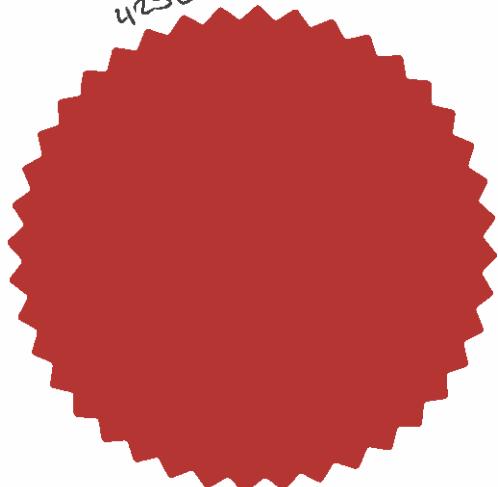




THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON

was duly affixed to this Agreement

in the presence of:-

MEMBER OF
THE COUNCIL.....

AUTHORISED OFFICER.....

Signed as a deed in the name and on behalf of **Wolverhampton City Council** by [] and [] being officers appointed for the purpose by the board of directors of **CBRE Investment Management Limited**, its attorney, in the presence of:

Wolverhampton City Council by its attorney CBRE Investment Management Limited acting by:


3BF2877994904B0...

[signature of authorised officer 1]

John Clark

Name of authorised officer (IN BLOCK CAPITALS)

DocuSigned by:


605C1CC902FD419...

[signature of witness]

Name of witness (IN BLOCK CAPITALS)

Siobhan Phaure

Address of witness

Address:

DocuSigned by:


F97B4EP826DD4B2...

[signature of authorised officer 2]

Jamie Phillips

Name of authorised officer (IN BLOCK CAPITALS)

DocuSigned by:


605C1CC902FD419...

[signature of witness]

Name of witness (IN BLOCK CAPITALS)

Siobhan Phaure

Address of witness

Address:
CBRE Third Floor,
One New Change, London, EC4M 9AF

Certificate Of Completion

Envelope Id: A900F227AB90484084C8EE53763310AD

Status: Completed

Subject: Complete with DocuSign: S106 Agreement - Unit 1 - Elystan Springfield Rd

Client Matter Number (Format must be 123456.12345): 083032.00556

Source Envelope:

Document Pages: 24 Signatures: 6

Certificate Pages: 4 Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Envelope Originator:

Sophie Emerson

3 Bunhill Row

London, . EC1Y 8YZ

semerson@trowers.com

IP Address: 80.169.156.202

Record Tracking

Status: Original

2/22/2024 4:32:39 PM

Holder: Sophie Emerson

semerson@trowers.com

Location: DocuSign

Signer Events**Signature****Timestamp**

Jamie Phillips

jamie.phillips@cbreim.com

Senior Director

Senior Director

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 185.69.116.108

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Signed: 2/22/2024 5:15:08 PM

Electronic Record and Signature Disclosure:

Accepted: 2/22/2024 5:15:03 PM

ID: b7be165a-2e04-4462-b5ca-7dc092ef9656

John Clark

John.clark@cbreim.com

Senior Director

CBRE Global Investors

Security Level: Email, Account Authentication
(None)Signature Adoption: Uploaded Signature Image
Using IP Address: 185.69.116.109

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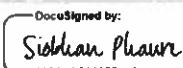
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Accepted: 4/13/2023 3:00:35 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp**

Witness Events	Signature	Timestamp
<p>Siobhan Phaure Siobhan.phaure@cbreim.com Global Investors Direct - APAC and EMEA PA Third Floor, One New Change, London, EC4M 9AF Witness for John Clark (John.clark@cbreim.com)</p> <p>Security Level:</p> <p>Electronic Record and Signature Disclosure:</p> <p>Accepted: 2/28/2023 4:35:16 PM ID: 30e9f167-a137-4f3d-8499-6fc4f2aa978c</p>	<p>DocuSigned by:  605C1CC902FD419</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 185.69.116.108</p>	Sent: 3/7/2024 2:03:07 PM Viewed: 3/7/2024 3:16:42 PM Signed: 3/7/2024 3:17:04 PM
Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	3/7/2024 3:16:42 PM
Signing Complete	Security Checked	3/7/2024 3:17:04 PM
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