



Liverpool
City Council

DATED 8TH NOVEMBER 2019

Ref: LS/2051.930/ME

LIVERPOOL CITY COUNCIL

And

KIER PROPERTY DEVELOPMENTS LIMITED

S.111 Agreement

RE: Planning Application Ref: 19F/1789

Land Between Pall Mall and Bixteth Street Liverpool 3

J McLoughlin

City Solicitor

Liverpool City Council

THIS DEED is made the 8th day of NOVEMBER 2019

BETWEEN:

Parties

- (1) Liverpool City Council of Cunard Building, Water Street, Liverpool, L3 1AH ("the Council" and also "the Owner")
- (2) Kier Property Developments Limited (Registered Company Number: 00873685) whose registered office is at Tempsford Hall, Sandy, Bedfordshire, SG19 2BD ("the Applicant")

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Land is located.
- (B) The Owner is the freehold owner of the Land registered with the Land Registry under title number MS100671. The Applicant has agreed with the Owner to acquire the Legal Interest in part of the Land conditional upon the granting of the Planning Permission.
- (C) The Applicant submitted the Application to the Council seeking planning permission for the Development and the Council resolved on 8th October 2019 to grant the Planning Permission subject to the prior completion of this Deed.
- (D) The Council considers, and the Applicant accepts by the terms of this Deed, that the Development should not take place without the Applicant entering into the covenants contained in this Deed and obligations within the Planning Obligation.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Deed, the following words and expressions have the following meanings:

"1990 Act"

The Town and Country Planning Act 1990.

“Application”	Application for hybrid planning permission registered by the Council on 16 July 2019 and allocated reference number 19F/1789.
“Commence Development”	The date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out
“Development”	the development of the Land including the demolition of disused building adjacent to Pall Mall, the erection of an eight storey building with basement including parking, cycle storage, plant, showers and changing facilities, and open space hard and soft landscaping for associated vehicle and pedestrian access including alterations to Edmund Street and extension of highway, along with the erection of a new hotel and two new buildings on upper floors with associated hard and soft landscaping and associated engineering and infrastructure as set out in the Application.
“Index”	All items index figure of the Index of Retail Prices published by the Office for National Statistics or any successor, Ministry or Department
“Land”	The land at between Pall Mall and Bixteth Street and being the land registered at HM Land Registry under Title Number MS100671 against which this Deed may be enforced shown for identification edged in red on the attached Plan at Schedule 1.
“Legal Interest”	A leasehold interest in part or all of the Land to be granted by the Owner to the Applicant

“Occupation”	Occupation for the purposes permitted by the Planning Permission but not including occupation by persons engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupied” shall where the context so permits be construed accordingly
“Plan”	The plan attached to this Deed at Schedule 1.
“Planning Permission”	The planning permission that may be granted in pursuance of the Application
“Planning Obligation”	The obligation to be given by the Applicant pursuant to section 106 of the 1990 Act and attached to this Deed at Schedule 4.

1.2 In this Deed:

- 1.2.1 the clause headings do not affect its interpretation.
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule.
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 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 any subsequent legislation; and
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

- 1.2.4 references to the Land include any part of it;
 - 1.2.5 “including” means “including, without limitation”;
 - 1.2.6 any covenant by the Applicant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
 - 1.2.7 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
 - 1.2.8 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.
- 1.3 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to section 111 of the Local Government Act 1972 and all other powers enabling which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the covenants herein contained with intent to bind the Applicant and the Council to observe and perform the obligations or their respective parts as hereinafter contained.
- 2.2 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.
- 2.3 The Council has decided to grant permission for the Development in accordance with the Applications subject to the making of this Agreement without which the Planning Permissions for the Development would not have been granted.
- 2.4 This Deed is conditional upon:
- (i) the grant of the Planning Permission; and
 - (iii) the Commencement of Development

save for the provisions of clauses 5, 6, 7 and 8 and paragraphs 2.3 and 2.4 and 2.5 of Schedule 2 which shall come into effect immediately upon completion of this Deed.

2.5 This Deed is made pursuant to section 111 of the Local Government Act 1972 and is a local land charge and shall be registered as such.

2.6 The Council will upon the written request of the Applicant at any time after the obligations of the Applicant under this Deed have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

3. COVENANTS OF THE APPLICANT

3.1 The Applicant covenants with the Council as set out in the Schedule 2.

4. COVENANTS OF THE COUNCIL

4.1 The Council covenants with the Applicant as set out in the Schedule 3.

5. NOTICES

5.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

5.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.

5.3 Any notice, demand or any other communication to be served on the Council is to be sent for the attention of Planning Manager at Cunard Building, Water Street, Liverpool L1 1AH quoting the Planning Application reference.

5.4 Where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

6. DETERMINATION OF DISPUTES

6.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed, at the agreement of all parties, such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 6.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 6.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties in equal shares.
- 6.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 6.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 6.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 6.6 This clause 6 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

7. JURISDICTION

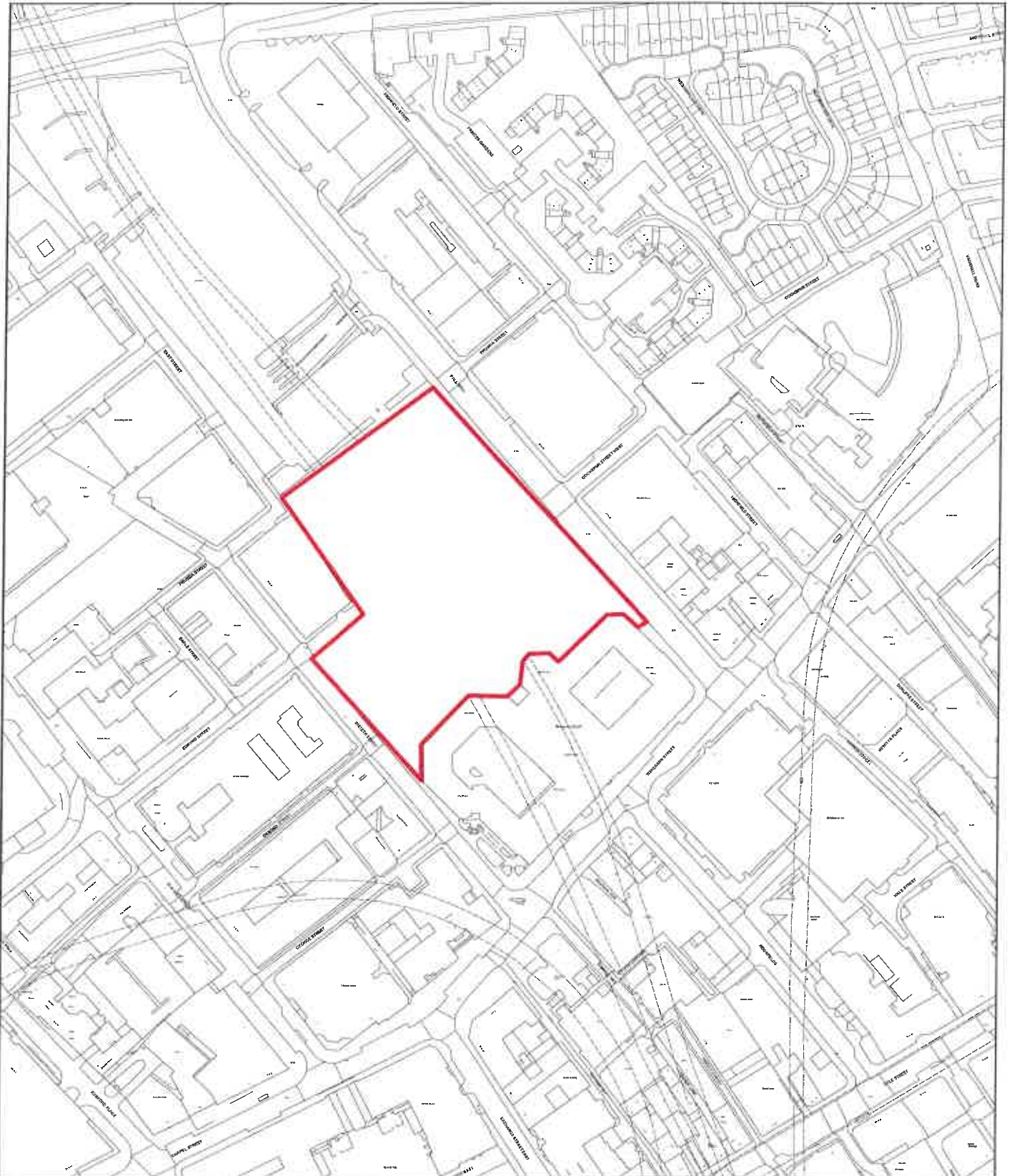
This Deed is to be governed by and interpreted in accordance with the law of England and Wales.

8. EXECUTION

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

PLAN



— Application Site

Scale: 1: 1,250

PLANNING & BUILDING CONTROL SERVICE

Application: 19F/1789

Address: Land Between Pall Mall /
Bixeth Street L3

Date: September 2019

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2019 Ordnance Survey 100018351**

SCHEDULE 2

APPLICANT'S COVENANTS

Defined Terms

"Public Art Contribution"	<p>the amount of £7,640.00 (seven thousand six hundred and forty pounds) towards the provision of the Council's Public Art strategy and specifically towards a Public Arts Officer, if not paid within one year after the date of this Deed the amount shall be calculated in accordance with the following formula:</p> <p>£7,640.00 (seven thousand six hundred and forty pounds) multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this Deed.</p>
"City Centre Model Fee"	<p>the amount of £500.00 (five hundred pounds) for the update of the Council's 3D centre model</p>

2 Payment of Contributions

- 2.1 The Applicant covenants with the Council that upon the Applicant acquiring the Legal Interest the Applicant shall enter into a Planning Obligation in a form attached to this Deed at Schedule 4 save for paragraphs 2.3, 2.4 and 2.5 of this Schedule which shall not be included in the Planning Obligation (subject to such revisions or modifications thereto as are subsequently agreed with the Council) and upon entry into such Planning Obligation the covenants and obligations in this Deed shall cease and determine and be replaced and superseded by those in the Planning Obligation.
- 2.2 The Applicant shall pay to the Council the Public Art Contribution prior to Commencement of Development and Development shall not Commence until this obligation has been satisfied.
- 2.3 The Applicant shall pay to the Council the City Centre Model Fee upon the completion of this Deed.

- 2.4 The Applicant shall pay to the Council upon completion of this Deed the sum of £1,200.00 (One Thousand Two Hundred Pounds) for the Council Legal Department's costs in preparation, execution and completion of this Deed.
- 2.5 The Applicant shall pay to the Council upon the signing of this Deed the sum of £7,640.00 (seven thousand six hundred and forty pounds) (being 15% of the Planning Application fee) for the Council's Planning Department's costs in preparation, execution and completion of this Deed and monitoring thereof.

SCHEDULE 3
COUNCIL OBLIGATIONS

1. The Council hereby covenants with the Applicant to use all sums received from the Applicant under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Applicant and the Council shall agree (such agreement not to be unreasonably withheld or delayed).
2. The Council covenants with the Applicant that it will pay to the Applicant such amount of any payment made by the Applicant to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money) within five years of the date of receipt by the Council of such payment.

SCHEDULE 4
PLANNING OBLIGATION



Liverpool
City Council

DATED

2019

Ref: LS/2051.930/19F/1789

LIVERPOOL CITY COUNCIL

And

KIER PROPERTY DEVELOPMENTS LIMITED

And

[mortgagee]

S.106 Agreement

RE: Planning Application Ref: 19F/1789

Land between Pall Mall and Bixteth St Liverpool 3

J McLoughlin

City Solicitor

Liverpool City Council

THIS DEED is made the day of 2019

BETWEEN:

Parties

1. Liverpool City Council of Cunard Building, Water Street, Liverpool, L3 1AH ("The Council")
2. Kier Property Developments Limited (Registered Company Number: 00873685) whose registered office is at Tempsford Hall, Sandy, Bedfordshire, SG19 2BD ("The Owner")
3. Mortgagee Limited (company number:.....) whose registered office is at ("The Mortgagee")]

INTRODUCTION

1. The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
2. The Owner has on the date of this Deed been granted the Legal Interest by the Council and is entitled to be registered as the leasehold owner of part of the Land at the Land Registry.
3. [The Owner has granted a legal charge to the Mortgagee on the date of this Deed to be secured against the Land. Pursuant to that legal charge, the Mortgagee is entitled to be registered as the charge holder of the Land at the Land Registry.]
4. The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
5. The Council resolved on 8th October 2019 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990.
"Application"	the application for planning permission registered by the Council on 16 July 2019 and allocated reference number 19F/1789.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out and

"Commence Development" and "Commence" shall be construed accordingly.

"Development"

the development of the Land including the demolition of disused building adjacent to Pall Mall, the erection of an eight storey building with basement including parking, cycle storage, plant, showers and changing facilities, and open space hard and soft landscaping for associated vehicle and pedestrian access including alterations to Edmund Street and extension of highway, along with the erection of a new hotel and two new buildings on upper floors with associated hard and soft landscaping and associated engineering and infrastructure as set out in the Application.

"Index"

all items index figure of the Index of Retail Prices published by the Office for National Statistics or any successor, Ministry or Department.

"Land"

The land at between Pall Mall and Bixteth Street and being part of the land registered at HM Land Registry under Title Number MS100671 and described more particularly in the Legal Interest against which this Deed may be enforced shown for identification edged in red on the attached Plan at Schedule 1.

"Legal Interest"

the lease of the Land dated [] 2019 entered into between (1) The Council and (2) Owner.

"Occupation" and "Occupied"

occupation for the purposes permitted by the Planning Permission but not including occupation by persons engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.

"Plan"

the plan attached to this Deed at the Third Schedule.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.

3. LEGAL BASIS

- 3.1. This Deed is made pursuant to Section 106 of the Act and section 111 of the Local Government Act 1972.
- 3.2. The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.

4. CONDITIONALITY

This Deed is conditional upon:

- (i) the Commencement of Development

save for the provisions of Clauses 7.1, 10, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S COVENANTS

- 5.1 5.1 The Owner covenants with the Council as set out in the First Schedule.

6. THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Second Schedule.

1.

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7. MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £500 (FIVE HUNDRED POUNDS).

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given and any notices 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.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.6 Insofar as any clause or clauses of this Deed 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 Deed.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.11 The Owner shall give to the Council not less than 14 days prior written notice of the intended Commencement of the Development.
- 8. MORTGAGEE'S CONSENT**
- 8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.]
- 9. WAIVER**
- 9.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 10. CHANGE IN OWNERSHIP**
- 10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of the interests in the Land before all the obligations have been discharged so that the local authority can trace successors in title. The written notice should give details of the transferee's name and address, together with details of the land or unit to which the interest applies.
- 11. INDEXATION**
- 11.1 Any sum referred to in the First Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.
- 12. NOTICES**

- 12.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by pre-paid first class post, or recorded delivery.
- 12.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.
- 12.3 Any notice, demand or any other communication to be served on the Council is to be sent for the attention of the Planning Manager at Cunard Building, Water Street, Liverpool L3 1AH quoting the Planning Application reference.
- 12.4 Where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.
- 13. DISPUTE PROVISIONS**
- 13.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed, at the agreement of all parties, such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties in equal shares.
- 13.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 13.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of

any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

- 13.6 This clause 13 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts.

14. JURISDICTION

- 14.1 This Deed is to be governed by and interpreted in accordance with the law of England and Wales.

15. DELIVERY

- 15.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

First Schedule

The Owner's Covenants with the Council

1. Defined Terms

"Public Art Contribution"

the amount of £7,640.00 (seven thousand six hundred and forty pounds) towards the provision of the Council's Public Art strategy and specifically towards a Public Arts Officer, if not paid within one year after the date of this Deed the amount shall be calculated in accordance with the following formula:

£7,640.00 (seven thousand six hundred and forty pounds) multiplied by the Index for the month immediately preceding the date of payment and divided by the Index for the month immediately preceding the date of this Deed.

2 Payment of Contributions

- 2.1 The Applicant shall pay to the Council the Public Art Contribution prior to Commencement of Development and Development shall not Commence until this obligation has been satisfied.

Second Schedule

Council's Covenants

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
2. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money) within five years of the date of receipt by the Council of such payment.

Third Schedule

Plan

DRAFT

THE COMMON SEAL of the)
LIVERPOOL CITY COUNCIL)
was hereunto affixed:-)

Principal Solicitor

Executed as a deed by **KIER PROPERTY
DEVELOPMENTS LIMITED**

acting by a director

.....

In the presence of:

Witness: (Signature)

(Name)

(Address)

.....

.....

(Occupation)

THE COMMON SEAL of the
LIVERPOOL CITY COUNCIL
was hereunto affixed:-

)
)
)



G. J. Wainman
Principal Solicitor

Seal No.
108.19

Executed as a deed by **KIER PROPERTY
DEVELOPMENTS LIMITED**

acting by a director

.....
[Signature]

In the presence of:

Witness:

(Signature)

[Signature]
.....

(Name)

YVETTE MARSHALL
.....

(Address)

UNIT 2186 THORPE PARK
.....

CENTURY WAY
.....

LEEDS LS15 82B
.....

(Occupation)

[Signature]
.....
PERSONAL ASSISTANT