

DATED 15th December 2023

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

LDC (PORTFOLIO ONE) LIMITED

- and -

UNITE ACCOMMODATION MANAGEMENT LIMITED

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Parkway Gate, 50 Chester Street, Manchester M15 6JH

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AAD/PLA001/04049

THIS AGREEMENT is made the

15th

day of

December

2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **LDC (PORTFOLIO ONE) LIMITED** (incorporated in England and Wales with company number 03005262) whose registered office is at South Quay, Temple Back, Bristol, BS1 6FL (the “**First Owner**”),
- (3) **UNITE ACCOMMODATION MANAGEMENT LIMITED** of (incorporated in England and Wales with company number 06190905) whose registered office is at South Quay, Temple Back, Bristol, BS1 6FL (the “**The Second Owner**”)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable The Development will be carried out on the Site
- B The First Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM870318 together with but subject to all matters contained or referred to in the Title Registers thereunder
- C The Second Owner is the leasehold owner of the Site registered at the Land Registry with Title Absolute under Title Number MAN130463 together with but subject to all matters contained or referred to in the Title Registers thereunder
- D The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owners entering into this Agreement without which planning permission would not be granted
- F The Owners have agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained
- G The Council is satisfied that the obligations in this Agreement are,

- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
- (b) directly related to the Development, and
- (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement
“Act” the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008,

“Agreement” shall mean this agreement,

“Application” the application to which the Council gave the reference 136496/FO/2023 for planning permission for the installation of 1.8 metre high fence to site boundary together with vehicular and pedestrian access gate, cycle storage and associated landscaping to form external waste storage area,

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site,

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council's Local Development Framework and details the Council's vision for the development of Manchester during the period 2012 to 2027

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and **“Developed”** shall be construed accordingly,

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience

“Interest” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council,

“Management Fee” shall mean 15% of the planning application fee which equates to £69 30 (sixty-nine pounds and thirty pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same

“Original Development” means the development carried out under planning permission reference 078574/FO/2006/C3 for residential student accommodation (718 rooms) with associated commercial floorspace and landscaping,

“Owners” the Owners of the Site,

“Plan” the plan attached to this Agreement,

“Planning Obligations” shall mean the obligations of the Owners specified in the Schedules,

“Planning Permission” the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment,

“Regulations” the Community Infrastructure Levy Regulations 2010

“RICS” the Royal Institution of Chartered Surveyors

“Site” the property described in Schedule 1 and shown for identification purposes only edged red on the plan with reference A-PL-04-001 P12 appended at Schedule 5 to this Agreement,

“Working Day” means any day except Saturday Sunday or a bank holiday and reference to “Working Days” shall be construed accordingly

1 2 The Clause headings do not affect this interpretation

1 3 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 or Paragraph of that Schedule

1 4 References to any statute or statutory provision include reference to

1 4 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 4 2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1 5 Except for the provisions of Clause 9 references to the Land include any part of it

1 6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

1 7 “**Including**” means “**including, without limitation**”

1 8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1 9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

1 10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1 11 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 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owners.

3 CONDITION PRECEDENT

3 1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17 and 18 which shall have immediate effect.

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the Owners) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNERS' COVENANTS

5 1 The Owners on behalf of themselves and any person deriving title to any part of the Site from the Owners hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and

provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4

7 DISPUTE RESOLUTION

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute

7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

8 WAIVER

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 Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan

9.2 No person shall be liable for any breach, non performance and non observance of the covenants, obligations and restrictions 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 nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non performance or non observance be remedied after that person has parted with its interest in the Site

10 COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council

11 LOCAL LAND CHARGE

11 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

11 2 The Council will upon receipt of a written request of the Owners or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

11 3 The costs of registration and cancellation pursuant to clause 11 2 above shall be met by the Owners if requested by the Council

12 NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission granted (whether or not on appeal) after the date of this Agreement

13 THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto

14 COMMUNICATION

14 1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

14 1 1 to the Council and addressed to the City Solicitor at the Council's address first above written,

14 1 2 to the Owners respectively at their last known addresses,

15 FEES

15 1 The Owners shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement

15.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owners nor absolve the Owners from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law

15.3 The Owners shall pay forthwith to the Council the Management Fee

16 INTEREST

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received

17 JURISDICTION

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

18 COMPLETION

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing

SCHEDULE 1

The Site

Land at Parkway Gate, 50 Chester Street, Manchester M15 6JH registered under title numbers GM870318 and MAN130463 and shown for the purposes of identification only edged red on the plan with reference A-PL-04-001 P12 appended at Schedule 5 to this Agreement,

SCHEDULE 2

Draft Planning Permission

 The linked image cannot be displayed. The file may have been moved, renamed or deleted. Verify that the link points to the correct file and location.

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Unite Integrated Solutions Ltd
C/o Agent

Agent (if used)

Mr Matthew Roe
ROK Planning
16 Upper Woburn Place
London
WC1H 0AF

Part 1 – Particulars of the application/development

Proposal: Installation of 1.8 metre high fence to site boundary together with vehicular and pedestrian access gate, cycle storage, and associated landscaping.

Location: Parkway Gate, 50 Chester Street, Manchester, M15 6JH

Date of application: 23 March 2023

Application number: 136496/FO/2023

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. In this case, this has included discussions about the boundary treatments of the development, making sure that all bins will be stored inside, discussions in relation to the cycle storage proposals, and the agreement of an accompanying Section 106 agreement. In this case, agreements have been found to ensure the approval of this application.

Condition(s) attached to this decision

1) The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990

2) The development hereby approved shall be carried out in accordance with the following drawings and documents:

Received by the City Council as Local Planning Authority on 23 March 2023

Waste Management Proforma

Received by the City Council as Local Planning Authority on 14 June 2023

Swept Path Analysis

Received by the City Council as Local Planning Authority on 31 October 2023.

Proposed External Courtyard Area Plan DR-A-PL-04-003 P18

Proposed External Courtyard Elevations and Sections DR-A-PL-04-005 P07

Proposed Site Plan DR-A-PL-04-001 P11

Reason - To ensure that the development is carried out in accordance with the approved plans Pursuant to policies SP1 and DM1 of the Core Strategy.

4) The landscaping shall be implemented in accordance with plan ref DR-A-PL-04-003 P18 not later than 12 months from the date of the occupation of the approved bin storage area. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective in that phase of development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within that phase of development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012).

5) The cycle spaces, as indicated on drawing Proposed External Courtyard Area Plan 136496/FO/2023, received by the City Council as Local Planning Authority on the 31 October 2023, shall be implemented within three months of the decision date of this application and they shall be retained and maintained in situ for as long as the development remains in use.

Commencing from the decision date of this Planning Permission, the number of cycle spaces shall be reviewed annually as part of the travel plan requirements of condition of this planning permission.

Reason - To ensure there is sufficient cycles stand provision at the development and the residents in order to support modal shift measures and air quality pursuant to policies SP1, T1, T2, EN14 and DM1 of the Manchester Core Strategy (2012).

6) No loading or unloading shall be carried out on the site outside the hours of:

07:30 to 20:00, Monday to Saturday,
10:00 to 18:00, Sunday/Bank Holiday.

Reason - In order to protect the amenity of local residents and in accordance with policies SP1 and DM1 of the Core Strategy.

The approved scheme for the storage (including segregated waste recycling) and disposal of refuse as detailed within drawing DR-A-PL-04-003 P18 dated 21 October 2023 shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - In order to ensure that adequate provision is made within the development for the storage and recycling of waste in accordance with policies DM1 and EN19 of the Core Strategy for the City of Manchester.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Mining Information

The proposed development lies within an area which could be subject to current coal mining or hazards resulting from past coal mining. Please read the Standing Advice from the Coal Authority in Appendix A.

If not already in place, the applicant should design and construct drainage system to prevent the increased risk of flooding, to improve and protect water quality and ensure future maintenance of the surface water drainage system pursuant to policy EN17 of the Core Strategy.

DRAFT DECISION

Date.

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/appeal-planning-decision The Inspectorate will publish details of your appeal on the internet. Alternatively If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

Appendix A



The Coal
Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

Standing Advice valid from 1st January 2023 until 31st December 2024

SCHEDULE 3

THE OWNERS GENERAL COVENANTS

The Owners hereby covenant with the Council as follows

- 1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development
- 2 Within 3 (three) months of Commencement of Development to commence the provision of waste management and refuse collection for the Original Development to be undertaken five days a week by a private refuse collector only throughout the lifetime of the Original Development AND FOR THE AVOIDANCE OF DOUBT such waste management and refuse collection shall not be undertaken by the Council

SCHEDULE 4

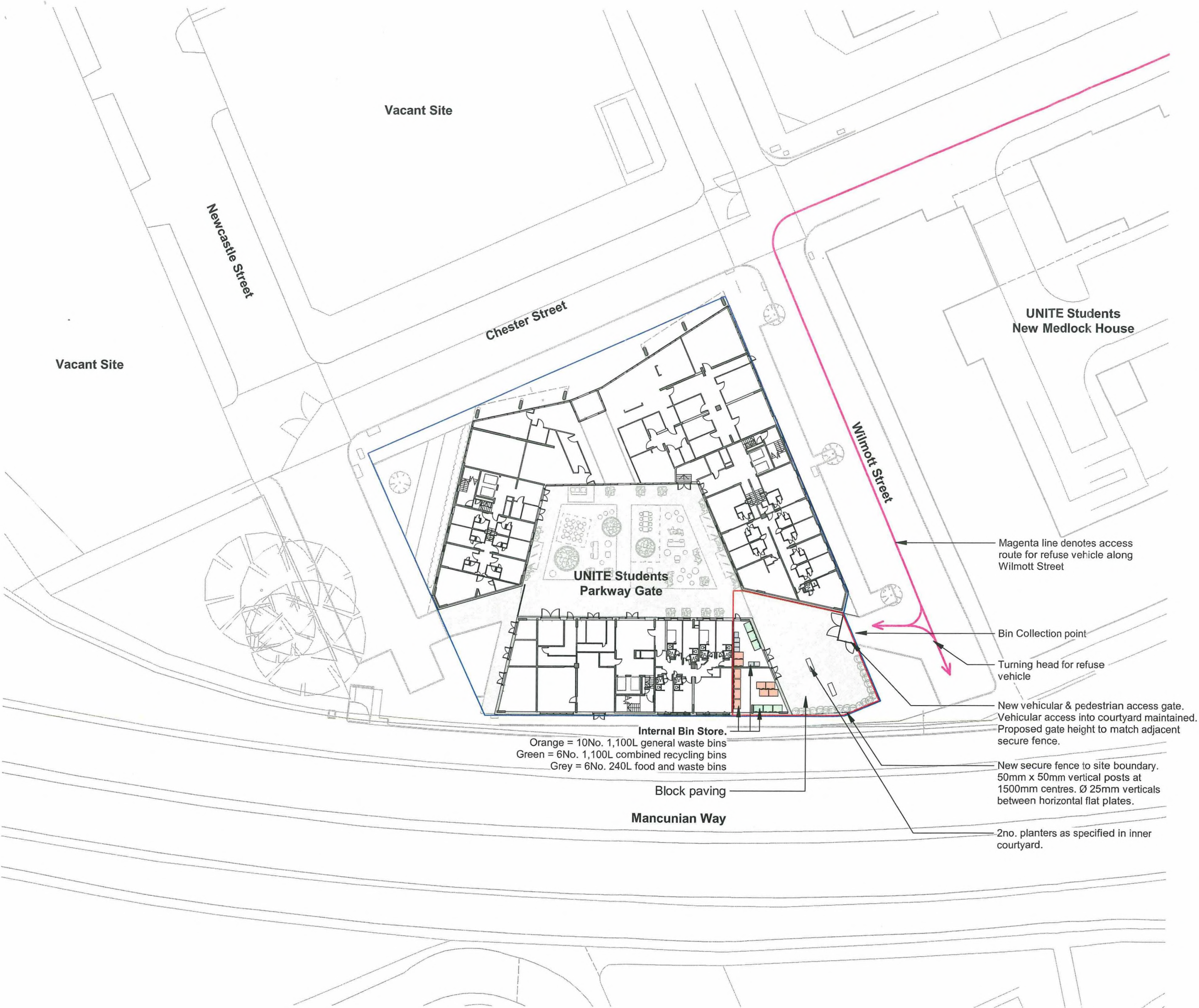
The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows

- 1 At the written request of the Owners to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request
- 3 To issue the Planning Permission within two (2) Working Days of the date hereof

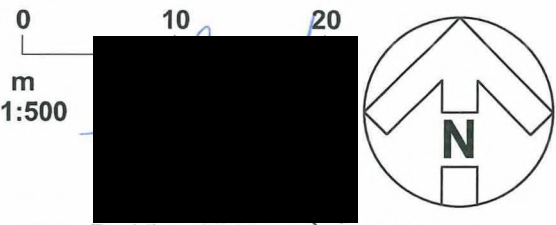
SCHEDULE 5

The Site



NOTES:

DO NOT SCALE FROM THIS DRAWING.
VERIFY ALL DIMENSIONS AND SETTING OUT ON SITE.
NOTIFY ANY DISCREPANCIES TO THE ARCHITECT.
FOR STRUCTURAL INFORMATION, REFER TO
STRUCTURAL ENGINEER'S DRAWINGS.
FOR M&E INFORMATION, REFER TO M&E
ENGINEER'S AND SUB-CONTRACTOR'S DRAWINGS.
FOR HEALTH & SAFETY INFORMATION, REFER TO
HEALTH & SAFETY RISK ASSESSMENTS.



- Red line denotes areas to be considered under this application.
- Blue line denotes extent of Unite ownership.

REVISION: P12	BY:CHC	CHECKED: APS	DATE: 30/10/2023
Perimeter fence to external courtyard updated.			
REVISION: P11	BY:CHC	CHECKED: APS	DATE: 26/10/2023
Updated in line with ROK comments.			
REVISION: P10	BY:CHC	CHECKED: APS	DATE: 25/10/2023
Unite ownership boundary added.			
REVISION: P09	BY:CHC	CHECKED: APS	DATE: 02/06/2023
Updated to align with comments.			
REVISION: P08	BY:CHC	CHECKED: APS	DATE: 25/05/2023
Perimeter fence to external courtyard updated in line with comments			
REVISION: P07	BY:JES	CHECKED: APS	DATE: 10/03/2023
Drawings revised as per ROK comments			
REVISION: P06	BY:CHC	CHECKED: APS	DATE: 07/03/2023
Landscape plan and access gate updated. Bin store relocated.			
REVISION: P05	BY:JEM	CHECKED: APS	DATE: 29/07/2022
General updates / brick wall added to perimeter of bin store.			
REVISION: P04	BY:JEM	CHECKED: APS	DATE: 24/06/2022
Further updates to align with ROK comments.			

S4a | FOR PLANNING



Unite Parkway Gate

Proposed Site Location Plan

Hadfield Cawkwell Davidson

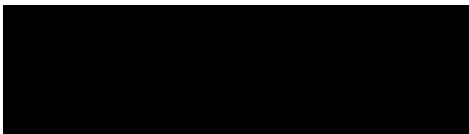
Broomgrove Lodge, 13 Broomgrove Rd, Sheffield, S10 2LZ T 0114 266 8181 www.hcd.co.uk

HCD PROJECT NO.	SCALE				REV.
2020-091	As indicated @ A3				P12
PROJECT NO.	ORIGINATOR	VOLUME	LEVEL	TYPE	ROLE + NUMBER
20091	HCD	A0	00	DR	A-PL-04-001

THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:



01122457



AUTHORISED SIGNATORY

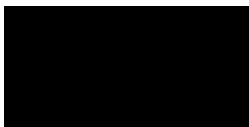
EXECUTED as a DEED (but not delivered)
Until the date hereof) by LDC (PORTFOLIO))
LIMITED)

MICHAEL BURT

Acting by a director in the presence of:)



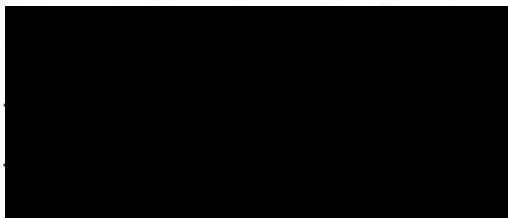
Director



Signature of witness:

Name of witness (print): PAUL SWEENEY

Address:



Occupation: CHIEF STRATEGY OFFICER

EXECUTED as a **DEED** (but not delivered)

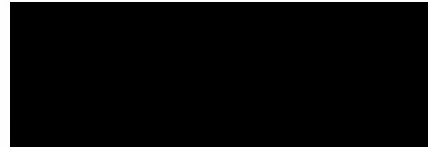
Until the date hereof) by **UNITE ACCOMMODATION**)

MANAGEMENT LIMITED)

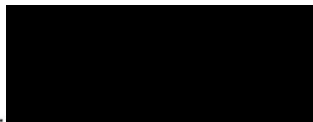
)

Acting by a director in the presence of:

) *MICHAEL BURT*



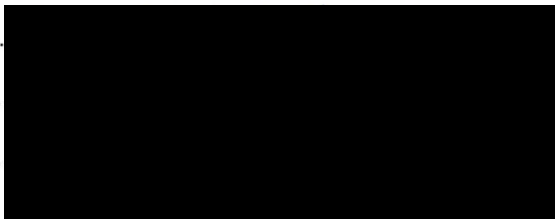
Director



Signature of witness:

Name of witness (print): *PAUL SWEENEY*

Address:



Occupation: *CHIEF STRATEGY OFFICER*