

Dated

20th September

2022

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country

Planning Act 1990

relating to Land known as known as Imagination 2, Image Business Park, Acornfield Road,
Knowsley, Liverpool

- (1) Knowsley Metropolitan Borough Council
- (2) Knowsley (Image Business Park) Limited
- (3) HSBC UK Bank Plc

TABLE OF CONTENTS

INTRODUCTION

CLAUSES

- | | |
|----|---------------------------|
| 1 | DEFINITIONS |
| 2 | CONSTRUCTION OF THIS DEED |
| 3 | LEGAL BASIS |
| 4 | CONDITIONALITY |
| 5 | THE OWNER'S COVENANTS |
| 6 | THE COUNCIL'S COVENANTS |
| 7 | MISCELLANEOUS |
| 8 | WAIVER |
| 9 | CHANGE IN OWNERSHIP |
| 10 | INDEXATION |
| 11 | INTEREST |
| 12 | VAT |
| 13 | DISPUTE PROVISIONS |
| 14 | JURISDICTION |
| 15 | DELIVERY |

THE SCHEDULES

FIRST SCHEDULE Details of the Council's title, and description of the Site

SECOND SCHEDULE Owner's Covenants with the Council

THIRD SCHEDULE Council's Covenants

FOURTH SCHEDULE The Draft Planning Permission

APPENDIX 1 The Plan

EXECUTION OF DEED

DATE

20 September

2022

PARTIES

- (1) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside, L36 9YU ("Council")
- (2) **KNOWSLEY (IMAGE BUSINESS PARK) LIMITED** (Company Registration Number 10477678) whose registered office is 180 Piccadilly, London, England, W1J 9HF ("Owner")
- (3) **HSBC UK BANK PLC** (company number 09928412) whose registered office is at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ and whose address for service is Credit Services – Collateral Management Utility, Customer Service Centre, BX8 5HB ("Mortgagee")

INTRODUCTION

- 1 The Council is the Local Planning Authority and Local Highway Authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Council is the freehold owner of the Site registered under title number MS192977.
- 3 The Owner is the leasehold owner of the Site registered under title number MS544858.
- 4 The Mortgagee has a charge over the Owner's interest in the Site. An application has been made to HM Land Registry to register the charge against title number MS544858 which at the date of this Deed is in the course of registration.
- 5 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.
- 6 The Council is minded to grant planning permission pursuant to delegated powers subject to the prior completion of this Deed.
- 7 The parties to this Agreement agree that the planning obligations contained in this Deed are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

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 full planning permission submitted to the Council for the Development and allocated reference number 21/00959/FUL.

"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 other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Committed"	any amount which the Council has allocated for expenditure relevant to the purpose for which the sum was paid and such amount has been authorised by the relevant committee, or Council member or Council officer or has contracted to expend where such contract provides for payment contingent on the provision of works and/or services and/or supplies.
"Development"	the development of the Site for the erection of industrial mixed E(g)(iii), B2 & B8 uses, with ancillary offices, car parking, service area and soft landscaping as set out in the Application.
"Index"	All Items Index of Retail Prices issued by the Office for National Statistics.
"Indexation Date"	means the date immediately preceding the date hereof when the last figure was published for the Index unless expressly stated otherwise in this Deed;
"Index Linked"	means the contribution is to be adjusted by an amount equivalent to the increase in the Index from and including the Indexation Date to and including the date the last figure for the Index is published for the month immediately prior to payment of the relevant contribution to the Council (or where the Owner is required by this Deed to apply a specified sum or make a specified sum

	available for a specified purpose the date of application of such sum for the specified purpose) and " Indexation " shall be construed accordingly;
"Interest"	interest at 4% (four per cent) above the base lending rate of Barclays Bank PLC from time to time.
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations.
"Parties"	means the parties to this Deed and "Party" shall be construed accordingly;
"Plan"	the plan attached to this Deed.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the Fourth Schedule.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan and described in the First 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 its respective statutory functions.

2.7 The headings and contents list 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, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.

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 as the local planning authority.

3.3 To the extent that any of the covenants, restrictions and requirements are not planning obligations for the purposes of Section 106 of the 1990 Act they are entered into pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto and/or facilitating the enforcement of the obligations contained herein against the Owner and with the intent of binding the Owner to observe and perform the obligations contained in this Deed.

4 CONDITIONALITY

Save for this clause and clauses 1 – 3 and 7 – 16 which shall come into effect on the date hereof this Deed is conditional upon the grant of the Planning Permission.

5 THE OWNER'S COVENANTS

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

5.2 The Owner hereby warrants and confirms that apart from the Parties hereto there are no other persons with a legal estate or equitable or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed:

7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 the sum of £260.00 in respect of the Council's initial fee for registering the obligations contained within this Deed.

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.
- 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 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.9 The planning obligations in this Deed shall not be enforceable against:
- 7.9.1 any statutory undertaker holding an estate easement or interest in the Site or part of the Site insofar as the relevant Statutory Undertaker is occupying the relevant part of the Site for its purposes as a Statutory Undertaker nor against plant equipment conduits or structures located within the Site used as part of its statutory undertaking; nor
- 7.9.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant, or as the owner of the sub-soil of any highway within the Site.
- 7.10 Nothing in this Deed 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 Deed.
- 7.11 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.
- 7.12 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 as detailed in this Deed or such other address notified in writing to the other party from time to time.
- 7.13 If the Council agrees pursuant to an application under section 73 of the Act to any variation or release of any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Council in their determination of such an application for the new planning permission or the

Secretary of State or Inspector in their determination of such appeal indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

8 WAIVER

No waiver (whether expressed or implied) by the Council or the Owner 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 or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owner agrees to give the Council within 14 days written notice of any disposal of the Site (or part thereof) which has taken place and which occurs before all the obligations under this Deed 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 the area of the Site purchased or demised (as appropriate) by reference to a plan.

10 INDEXATION

Any sum referred to in the Second Schedule shall be Index Linked and where the Owner is required by this Deed to apply a specified sum or make a specified sum available for a specified purpose such sum shall also be Index Linked

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the actual date of payment.

12 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax ("VAT") properly payable.

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 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 party 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 to the dispute in such proportion as he shall determine and failing such determination shall be borne 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.

14 MORTGAGEE'S CONSENT

- 14.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site 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 Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

16 DELIVERY

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

Details of the Owner's title and description of the Site

Details of the Owner's Title

The leasehold property being land and buildings on the east side of Acornfield Road, Knowsley, Liverpool which is part of the land registered with title absolute at HM Land Registry under title number MS544858.

Description of the Site

All that land known as Imagination 2, Image Business Park, Acornfield Road, Knowsley, Liverpool shown edged red on the attached Plan

SECOND SCHEDULE

Covenants with the Council

PART 1

SOCIAL VALUE

1. In this Schedule the following words and phrases shall have the meanings:
 - 1.1 **"Social Value Strategy"** means a social value strategy which seeks to maximise opportunities for residents of Knowsley through:
 - 1.1.1 The creation of job opportunities;
 - 1.1.2 The provision of skills training;
 - 1.1.3 The means for advertising all vacancies (including subcontractor organisation vacancies) both which arise during the construction and the end use;
 - 1.1.4 Identifying appropriate training courses and assisting applicants for employment who are not currently qualified for a particular vacancy to obtain the necessary training and qualifications;
 - 1.1.5 The means of recruitment of local staff through Knowsley Works, Job Centre Plus and other professional recruitment partners, and
 - 1.1.6 The means of ensuring and promoting equal opportunities as part of the employment process.
 - 1.2 **"Social Value Contribution"** shall mean the sum of £4,181 (four thousand one hundred and eighty one pounds) as a contribution towards supporting the provision of social value delivery relevant to the Development approved under the Application.
 - 1.3 **"Social Value Monitoring Fee"** shall mean the sum of £2,788 (two thousand seven hundred and eighty eight pounds) as a contribution towards the cost of monitoring compliance with the Social Value Strategy.
2. The Owner covenants with the Council as follows –
 - 2.1 Prior to the Commencement of Development the Owner shall pay the Social Value Contribution and the Social Value Monitoring Fee to the Council and the Owner shall not Commence the Development until the Social Value Contribution and the Social Value Monitoring Fee has been paid to the Council

2.2 Prior to the Commencement of Development the Owner shall submit to and obtain the Council's approval to a Social Value Strategy covering the period from the approval of the Social Value Strategy through to the end use of the Development which will seek to maximise the employment and training opportunities arising in the course of the construction of the Development and the completed Development for the benefit of the residents of Knowsley and the surrounding areas which may include:

- a) provision of on-site training and work experience, which may include on-site construction training and apprenticeships
- b) the recruitment of construction and other workers through local recruitment partners (such as Fusion21, Knowsley Works and Job Centre Plus) in the first instance but the Owner shall with the written approval of the Council be permitted to extend this to national recruitment partners or agencies where the Owner has provided evidence to the Council that sufficient numbers of suitably skilled and qualified workers cannot be identified using local recruitment partners.
- c) the use of agreed means of advertising employment vacancies locally to maximise the opportunities for local residents to secure employment during the construction of the Development and the end use phase of the Development.

and the Owner shall not Commence the Development until the Social Value Strategy has been approved by the Council.

2.3 The Owner shall thereafter implement the approved Social Value Strategy and shall provide regular reports when reasonably requested by the Council or its authorised agents on the employment and training opportunities arising in the course of the construction of the Development and the end use phase of the Development.

2.4 The Owner shall co-operate with the Council and its authorised agents and otherwise facilitate the monitoring by the Council of the delivery by the Owner of the Social Value Strategy.

PART 2

MONITORING FEE

Interpretation

1 In this Schedule the following words and phrases shall have the meanings:

“Monitoring Fee” means the sum of £520 (five hundred and twenty pounds) towards the additional resource costs arising from the monitoring of the Development and the obligations arising under this Deed.

2 The Owner covenants with the Council as follows:

2.1 Prior to the Commencement of Development the Owner shall pay the Monitoring Fee to the Council and shall not Commence Development until the Monitoring Fee has been paid to the Council.

THIRD SCHEDULE

Council's Covenants

Use and repayment of financial contributions

- 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 such sum has been Committed to be spent by the Council) within fifteen (15) years of the date of receipt by the Council of the payment such payments to be paid together with interest at Barclays Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.
3. The Council shall provide to the Owner such evidence, as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

FOURTH SCHEDULE
The Draft Planning Permission



Knowsley Council

REGENERATION AND ECONOMIC DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

Application No: 21/00959/FUL

Name and address of applicant

Knowsley (Image Business Park) Ltd
180 Piccadilly
London
W1J 9HF
UK

Name and address of agent

Hale Architecture Limited
22c Leathermarket Street
London
SE1 3HP

Date of Receipt: 20 December 2021

Date Valid: 5 January 2022

Address/Location Of Development:

Imagination 2
Image Business Park
Acornfield Road
Knowsley Industrial Park
Kirkby
Knowsley

Description of Development:

ERECTION OF A DETACHED INDUSTRIAL BUILDING (MIXED E(G)(III), B2 & B8 USES) WITH ANCILLARY OFFICES, CAR PARKING, SERVICE AREA AND SOFT LANDSCAPING

The Council of the Metropolitan Borough of Knowsley hereby give notice in pursuance of the above Act(s) that Planning Permission has been **granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following condition(s):

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

Reason: In order to comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

2. The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in Schedule 1.

Reason: For the avoidance of doubt.

3. Notwithstanding any description of materials in the application, no above ground construction works shall take place until samples and / or full specification of materials to be used externally on the building have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. The development shall be carried out only in accordance with the agreed schedule of materials.

Reason: In the interests of visual amenity and to comply with Policy CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, and the National Planning Policy Framework.

4. A. Contaminated Land Risk Assessment

No development shall take place until an assessment of the risks posed by any contamination has been submitted to and approved in writing by the Local Planning Authority. This assessment must be undertaken by a suitably qualified contaminated land practitioner, in accordance with authoritative guidance (CLR 11), and shall assess any contamination on the site, whether or not it originates on the site.

Moreover, it must include (where relevant):

- i. a survey of the extent, scale and nature of contamination;
- ii. an assessment of the potential risks to:
 - human health,
 - property (existing or proposed) including buildings, crops, livestock, pets, woodland,
 - service lines and pipes,
 - adjoining land,
 - groundwaters and surface waters,
 - ecological systems,
 - archaeological sites and ancient monuments.

B. Submission of Remediation Scheme

Where land affected by contamination is found which poses unacceptable risks, no development shall take place until a detailed remediation scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme must include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. As a minimum, the scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to its intended use.

C. Implementation of Approved Remediation Scheme

The approved remediation scheme shall be implemented, and a verification report submitted to and approved in writing by the Local Planning Authority, prior to the development (or relevant phase of development) being brought into use.

D. Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported immediately to the Local Planning Authority. Development on the part of the site affected must be halted and a risk assessment carried out and submitted to and approved in writing by the Local Planning Authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the Local Planning Authority. These shall be implemented prior to the development (or relevant phase of development) being brought into use.

E. Materials Management Plan

Prior to the reuse of site won materials ('waste' and non-waste) a Materials Management Plan, signed off by a Qualified Person, shall be submitted to and agreed in writing with the local planning authority. The MMP shall demonstrate that any reuse of contaminated materials does not result in increased risk to the environment or human health.

F. Importation of Soil/Material

No topsoil is to be imported to the site until it has been tested for contamination and assessed for its suitability for the proposed development; a suitable methodology for testing this material should be submitted to and agreed in writing by the Local Planning Authority prior to the soils being imported onto site. The methodology should include the sampling frequency, testing schedules, criteria against which the analytical results will be assessed (as determined by the risk assessment) and source material information. The analysis shall then be carried out and evidence submitted to and agreed in writing to by the Local Planning Authority.

Reason: In the interests of safety, to prevent pollution of the water environment and to comply with Policy ENV5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

5. No construction work shall take place outside the hours of 08:00-18:00 Monday to Friday, 08:00-13:00 hours Saturday and not at all on Sundays/Public Holidays without the prior written permission of the Local Planning Authority.

Reason: To ensure the satisfactory development of the site and to comply with Policy CS2 in the Knowsley Local Plan Core Strategy January 2016 and saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

6. Fixed plant and equipment associated with the development shall be designed to a level that is at least 5dB(A) below the existing LA90 background noise level as measured during the relevant time-period. Any tonal, impulsive and/or irregular noise would be addressed by imposing a penalty as per the methodology set out in BS 4142:2014+A1:2019, Methods for Rating and Assessing Industrial and Commercial Sound. Noise limits for fixed plant are to apply at a position 1 metre from the closest affected window of the nearest noise sensitive property.

Reason: To safeguard local residents from noise and disturbance, and to comply with Saved Policy ENV2 of the Knowsley Replacement Unitary Development Plan adopted June 2006.

7. The development shall not be brought into use until the areas indicated on Site Plan Drawing 21065 – PL1002 Rev E (received 4th January 2022) to be set aside

for parking, servicing, vehicular manoeuvring, and pedestrians have been surfaced, drained and permanently marked out or demarcated in accordance with the details and specifications shown. These areas shall be retained as such thereafter.

Reason: In the interests of highway and pedestrian safety and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

8. Prior to commencement of development a Construction Management Plan shall be submitted to and agreed in writing by the Local Planning Authority that details the means of mitigation of construction effects. This shall include but not be limited to the following:
- a) Layout of the site compound including identification of areas for the storage of plant and materials, loading/unloading and turning areas for delivery vehicles.
 - b) A scheme for the control of noise
 - c) Management of deliveries including prevention of waiting/layover of construction related traffic on the highway, measures for the control of traffic to and from the site and consideration of any temporary traffic management arrangements which may be necessary during periods of construction. Note reversing on the highway is not permitted without a Banksman.
 - d) Construction staff parking arrangements
 - e) Control of transfer of mud out of the site - details of wheel washing facilities including location and type.
 - f) Methods for dust control and suppression.
 - g) A programme of works including phasing, if applicable.
 - h) Adequate provision for addressing any abnormal wear and tear to the highway, if applicable.

All site works shall then be carried out in accordance with the approved Plan unless otherwise agreed in writing beforehand with the Local Planning Authority

Reason: To ensure the satisfactory development of the site and in the interests of protecting the amenity of neighbouring occupiers and to comply with saved Policies H5, and ENV2 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and Policy CS2 of the Core Strategy, adopted January 2016.

9. The proposed development shall not be brought into use until precise scheme detail of the proposed cycle storage highlighted on Site Plan Drawing 21065 – PL1002 Rev E (Received 4th January 2022) have been submitted to and approved in writing by the Council as Local Planning Authority. The scheme shall be implemented as agreed before any part of the development has been brought into use. The cycle stores must be retained for use. For the avoidance of doubt, long stay cycle parking must be covered and offer a means to secure the cycles.

Reason: To ensure that adequate provision is made for parking cycles and motorcycles on the site and to comply with Policy CS7 of the Core Strategy, adopted January 2016.

10. During the construction phase of the development, Reasonable Avoidance Measures (RAMs) must be implemented to safeguard any amphibian and reptile wildlife that may be present at the site. The RAM's should include the following:
- Toolbox talk to ensure the working area, together with any storage areas, will be kept clear of debris, and any stored materials will be kept off the ground on

- pallets so as to prevent amphibians and reptiles from seeking shelter or protection within them;
- Existing vegetation on the site will be gradually cut and removed under ecological supervision to encourage any amphibians and reptiles present to move away from the affected areas; and
 - Any open excavations (e.g. foundations / footings / service trenches etc) will be covered with plywood sheeting (or similar) at the end of each working day. The edges of these sheets will be covered with a thick layer of topsoil or similar) to prevent amphibians and reptiles from seeking shelter beneath them. Any excavation must be in-filled and made good to ground level with compacted stone or similar at the earliest opportunity, so as to remove any hazard to amphibians and reptiles.

Reason: To ensure that adequate protection measures are in place for great crested newts, which are a priority species to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016.

11. During the construction phase of the development, Reasonable Avoidance Measures (RAMs) must be implemented to safeguard any mammalian wildlife (including badgers and hedgehogs) that may be present at the site. The RAM's should include the following:
- A pre-commencement check for badger;
 - All trenches and excavations should have a means of escape (e.g. a ramp);
 - Any exposed open pipe systems should be capped to prevent mammals gaining access; and
 - Appropriate storage of materials to ensure that mammals do not use them.

Reason: To ensure that adequate protection measures are in place for hedgehogs which are a priority species to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016.

12. Prior to the first occupation of the building, a lighting scheme taking into account the possible habitat of bats to the north of the site shall be submitted to and approved in writing by the Local Planning Authority. The lighting scheme shall include drawings of the lighting and lighting columns, a site layout indicating positions of the lighting, isolux and luminosity details and manufactures specifications. The lighting shall be installed in accordance with the approved scheme.

Reason: To ensure the protection of bats and their habitats from excessive light spillage to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016.

13. No tree felling, scrub clearance or hedgerow removal is to take place during the period 1 March to 31 August inclusive. If it is necessary to undertake works during the bird breeding season then all trees, scrub and hedgerows are to be checked first by an appropriately experienced ecologist to ensure no breeding birds are present. If present, details of how they will be protected are required to be submitted to the Local Planning Authority for written approval and the works to be carried out in accordance with the approved details.

Reason: To mitigate for the loss of bird nesting habitat and to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016.

14. Prior to commencement of development a Landscape and Ecological Management Plan shall be submitted to and agreed in writing by the Local Planning Authority. This shall include but not be limited to the inclusion of bat and bird nesting boxes. The approved details shall be implemented prior to the occupation of the building.

Reason: To mitigate for the loss of bird nesting habitat and to ensure compliance with Policy CS8 in the Knowsley Local Plan Core Strategy adopted 2016.

15. Prior to the first occupation of the building, full details of the provision of photovoltaics (as contained within the approved Energy Statement document) shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to the occupation of the building.

Reason: To reduce carbon emissions in accordance with Knowsley Local Plan Core Strategy Policies CS2, CS11 and CS22.

16. The development hereby permitted shall not be commenced until a scheme for the provision and implementation of a surface water regulation system to manage the risk of flooding from both overland flow and from the sewer network, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include hydraulic calculations for a 1 in 30 yr storm and a 1 in 100yr storm with 30% climate change. The agreed scheme shall be implemented prior to the first occupation of the development. The surface water drainage scheme should be consistent with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. For the avoidance of doubt, surface water must drain at the restricted rate of 20 l/s. Prior to occupation of the proposed development, the drainage schemes shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To ensure a satisfactory form of development and to prevent an undue increase in surface water run off and to reduce the risk of flooding. To ensure a satisfactory drainage system is provided to serve the site in accordance with Paragraph 163 of the National Planning Policy Framework, House of Commons Written Statement 161 for Sustainable Drainage Systems, Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) and Policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

17. Prior to occupation of the development, a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to the local planning authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:
- a) Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
 - b) Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development. To ensure effectiveness of the flood risk

measures during the lifetime of the development policies CS2 and CS24 of the Knowsley Local Plan: Core Strategy (January 2016).

18. No part of the development hereby permitted shall be commenced until at least five days written notice has been given to the Local Planning Authority of the intention to commence development. The protective fencing referred to in the Arboriculture Method statement received 04/03/2022 shall be in place prior to the written notice of the start of development being given to the Local Planning Authority and shall be retained in place until the development is complete. No storage of plant or material (including soil), works (including movement of soil, changes in ground level, vehicular movements, siting of temporary buildings or other works), lighting of fires or tipping of liquids shall take place within the protective fencing thereby defined for the duration of the development works.

Reason: To protect existing trees within the site in the interests of visual amenity and to comply with Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016 and saved Policy DQ4 of the Knowsley Replacement Unitary Development Plan, adopted June 2006.

19. All hard and soft landscape works shall be carried out in accordance with the approved details shown on the approved plans in Schedule 1. The works shall be carried out before any part of the development is occupied or in accordance with a programme to be agreed in writing with the Local Planning Authority prior to any development commencing. Any trees / shrubs which are removed, die, become severely damaged or diseased within five years of their planting shall be replaced in the next planting season with trees / shrubs of similar size and species to those originally required to be planted and ensuring all tree stakes and ties are removed 3-5 years after planting, so the ties don't strangle the trees.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and to comply with, Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted January 2016, Saved Policy H5 of the Knowsley Replacement Unitary Development Plan, adopted June 2006 and the National Planning Policy Framework.

20. No development shall commence until details of all retaining structures have been submitted to and approved in writing by the Council as Local Planning Authority.

Details must include:

- a) structural information of the retaining wall
- b) appearance of the retaining wall

The approved scheme shall be implemented in full prior to the first occupation of the building.

Reason: In the interests of ensuring an acceptable standard of public realm and visual amenity, to comply with the National Planning Policy Framework (2021), Policies CS2 and CS19 of the Knowsley Local Plan Core Strategy, adopted 2016.

SCHEDULE 1

Date Received	Ref. No	Version	Drawing/Document Title
04/01/2022	DECEMBER 2021		DESIGN & ACCESS STATEMENT
04/01/2022		ISSUE 2	ENERGY STRATEGY (NOVEMBER 2021)
04/01/2022	2159/EH/AMS00 1A		ARBORICULTURAL METHOD STATEMENT (DECEMBER 2021)
04/01/2022	2159/EH/AIA00 1		ARBOROCULTURAL IMPACT ASSESSMENT (OCTOBER 2021)
04/01/2022			TRANSPORT STATEMENT (OCTOBER 2021)
04/01/2022	21065-PL1000	Rev A	SITE LOCATION PLAN
04/01/2022	21065-PL1001	Rev DR	EXISTING SITE PLAN
17/05/2022	21065-PL1002	Rev G	PROPOSED SITE PLAN
26/05/2022	9865-PTA-XX-XX-DR-C-8300	Rev P06	PROPOSED LEVELS
04/01/2022	9865-PTA-XX-XX-DR-C-8350	Rev P02	PROPOSED SECTIONS OVERVIEW
04/01/2022	9865-PTA-XX-XX-DR-C-8351	Rev P02	PROPOSED SECTIONS
04/01/2022	21065-PL1003	Rev A	PROPOSED BLOCK PLAN
04/01/2022	21065-PL1010	Rev B	GA GROUND FLOOR PLAN
04/01/2022	21065-PL1011	Rev A	GA GF MAIN ENTRANCE & FF OFFICE PLAN
04/01/2022	21065-PL1012	Rev B	ELEVATIONS
04/01/2022	21065-PL1013	Rev A	ROOF PLAN
26/05/2022	21-59-02	Rev D	TREE PROTECTION PLAN
04/01/2022	21-59-01	Rev -	TREE RETENTION & REMOVAL PLAN
26/05/2022	21-59-03	Rev F	PLANTING PLAN
17/05/2022	SP20222244	Rev 5.0	TYPICAL FOUNDATION PLINTH FOR 11kV UNIT SUBSTATION WITH 3.0 X 2.45M GRP ENCLOSURE

REASON(S) FOR THE GRANTING OF PLANNING PERMISSION

The decision to grant planning permission has also been taken having regard to the policies and proposals as set out below, and to all relevant material considerations including supplementary planning guidance:-

KNOWSLEY LOCAL PLAN CORE STRATEGY (JANUARY 2016)

- CS1 - Spatial Strategy for Knowsley
- CS2 - Development Principles
- CS7 - Transport Networks
- CS11 - Principal Regeneration Area - Knowsley Industrial and Business Parks
- CS4 - Economy and Employment
- CS8 - Green Infrastructure
- CS19 - Design Quality and Accessibility in New Development
- CS21 - Greenspace and Trees
- CS24 - Managing Flood Risk
- CS27 - Planning and Paying for New Infrastructure

SAVED POLICIES - KNOWSLEY REPLACEMENT UNITARY DEVELOPMENT PLAN (ADOPTED JUNE 2006)

- EC3 - Primarily Industrial Areas
- T8 - Transport Assessments
- T9 - Travel Plans
- DQ4 - Trees and Development
- ENV2 - Noise and Vibration
- ENV5 - Contaminated Land

This informative is only intended as a summary of the reason(s) for the granting of planning permission. Should you require any further details relating to the decision please contact the relevant case officer (Jo Sheridan on 0151 443 2376).

ARTICLE 35 STATEMENT

The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating with the applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

NOTE FOR APPLICANT:

IMPORTANT - PLEASE READ CAREFULLY THE NOTES BELOW AS FAILURE TO COMPLY COULD MAKE THE DEVELOPMENT HEREBY PERMITTED UNAUTHORISED

- 1) This planning permission is granted in strict accordance with the approved plans. It should be noted however that:
 - a) Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.

- b) You or your agent or any other person responsible for implementing this permission should inform Planning Services immediately of any proposed variation from the approved plans and ask to be advised as to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.
- 2) This permission is granted subject to conditions and it is the owner of the property and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
- 3) If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development this is called a "condition precedent". The following should be noted with regards to conditions precedent.
 - a) If a condition precedent is not complied with prior to the start of development, the whole of the development will be unauthorised and you may be liable to enforcement action.
 - b) In addition, if the requirements of a condition precedent are subsequently not complied with, the development is unauthorised and the only way to rectify the development is the submission of a new application.

If any other type of condition is breached then you will be liable to a breach of condition notice.

Date:

IMPORTANT NOTES FOR YOUR ATTENTION:

1. This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, bylaw, order or regulation.
2. This permission refers only to those plans submitted as part of the Planning Application a copy of which is retained by the Local Planning Authority. The Local Planning Authority should be contacted in writing if it is proposed to amend these plans in any way as a further permission, may be required.
3. If a Building Regulations Consent is required for these works it is your responsibility to ensure that the plans submitted for both the Building Regulations Consent and Planning Permission are the same in all respects. Should the plans relating to one consent vary from the other, it will be necessary for you to submit amended plans to this Department and obtain the relevant approval(s) prior to commencing any works.

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. 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 can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

APPENDIX 1
The Plan

THE COMMON SEAL OF THE COUNCIL
was affixed in the presence of:



SEAL NO. 1

Executed as a **Deed** by
KNOWSLEY (IMAGE BUSINESS PARK)
LIMITED acting by a director in the
presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:



FUL

Scale: 1:500

KEY

- Image Business Park
- Site Boundary Line (13.88m² 3.3acres (1.38ha))

AREA SCHEDULE (GIA)

UNIT 2 (GIA)
Warehouse (incl. open underneath)
Car parking spaces
(incl. 5 disabled bays)
60,000m²
55,500m²
4,200m²
96

EXTERNAL MATERIALS:

- In-situ concrete
- Concrete block paving
- Permeable paving
- In-situ concrete path
- Soft landscaping (see landscaping schedule sheet)
- Existing Fence Line
- Proposed Fence Line
- 2.1m Black paladin fence
- Refuse
- Electrical Substation
- Disabled Parking Bays
- Cycle Parking
- Motorcycle Parking
- EV Charging Points
- Water Meter

C	Site boundary & 2m buffer zone	11,000.22	MT	NA
D	Existing area to be retained	20,112.21	MT	NA
E	Existing area to be replaced	21,102.21	MT	NA
F	Area to be provided to be retained	14,000.21	MT	NA
G	Car parking provided	10,000.21	MT	NA
H	Car parking provided	20,000.21	MT	NA
I	Area to be provided to be retained	20,000.21	MT	NA
J	Area to be provided to be retained	20,000.21	MT	NA
K	Area to be provided to be retained	20,000.21	MT	NA
L	Area to be provided to be retained	20,000.21	MT	NA
M	Area to be provided to be retained	20,000.21	MT	NA
N	Area to be provided to be retained	20,000.21	MT	NA
O	Area to be provided to be retained	20,000.21	MT	NA
P	Area to be provided to be retained	20,000.21	MT	NA
Q	Area to be provided to be retained	20,000.21	MT	NA
R	Area to be provided to be retained	20,000.21	MT	NA
S	Area to be provided to be retained	20,000.21	MT	NA
T	Area to be provided to be retained	20,000.21	MT	NA
U	Area to be provided to be retained	20,000.21	MT	NA
V	Area to be provided to be retained	20,000.21	MT	NA
W	Area to be provided to be retained	20,000.21	MT	NA
X	Area to be provided to be retained	20,000.21	MT	NA
Y	Area to be provided to be retained	20,000.21	MT	NA
Z	Area to be provided to be retained	20,000.21	MT	NA

Scale: 1:500

SEYBOURNE

hale

ANGATECURE DESIGN MANAGEMENT
200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

21065 - PL1002

G

SIGNED as a DEED

By:

As Attorney for

HSBC UK BANK PLC

in the presence of:

Witness:

Name: (IN BLOCK CA

Address:

HSBC UK Bank plc
Sheffield Securities
Processing Centre

Bank Official