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## SECTION 106 AGREEMENT

Under section 106 of the Town and Country Planning Act 1990 and all other powers enabling relating to land at 628 Western Avenue, Acton, London W3 0TA

OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION (1)

and

PARK ROYAL HOTEL HOLDING B.V. (2)

and

A40 DATA CENTRE B.V. (3)

and

A40 OFFICE B.V. (4)

and

STANDARD LIFE ASSURANCE LIMITED (5)

and

BANK HAPOALIM B.M. (6)

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THIS DEED is made on 13 November

2020

**BETWEEN:**

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "**OPDC**");
- (2) **PARK ROYAL HOTEL HOLDING BV** a company incorporated in the Netherlands c/o Park Plaza Hotels Group, County Hall, River Riverside Building, Belvedere Road, London SE1 7GP and c/o Park Plaza Hotels Group, Vinoly Tower, 5<sup>th</sup> Floor, Claude Debussylaan 14, 1082 MD, Amsterdam, Netherlands ("**Owner 1**");
- (3) **A40 DATA CENTRE B.V.** a company incorporated in the Netherlands c/o Park Plaza Hotels Group, Corporate Office, County Hall, Riverside Building, Belvedere Road, SE1 7GP and c/o Park Plaza Hotels Group, Vinoly Tower, 5<sup>th</sup> Floor, Claude Debussylaan 14, 1082 MD, Amsterdam, Netherlands ("**Owner 2**");
- (4) **A40 OFFICE B.V** a company incorporated in the Netherlands of Park Plaza Hotels Group, Corporate Office, County Hall, Riverside Building, Belvedere Road, London SE1 7GP c/o Park Plaza Hotels Group, Vinoly Tower, 5<sup>th</sup> Floor, Claude Debussylaan 14, 1082 MD, Amsterdam, Netherlands ("**Owner 3**");
- (5) **STANDARD LIFE ASSURANCE LIMITED** a company registered in England and Wales (company number 286833) of 30 Lothian Road, Edinburgh, EH1 2DH ("**the Freeholder**");
- (6) **BANK HAPOALIM B.M.** a banking corporation organised under the laws of Israel located at 50 Rothschild Boulevard Tel Aviv, 6688314 Israel, registered with the Israeli Registrar of Companies under number 52-000011-8 (the "**Mortgagee**").

**RECITALS**

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) Owner 1 is the registered owner of part of the freehold interest in the Site with title absolute under title numbers AGL424893 and the registered owner of part of the leasehold interest in the Site with title absolute under title numbers AGL261207 and AGL369042. Owner 1 enters into this Deed in its capacity as freehold and leasehold owner providing rights of way and access to the parts of the Site required to enable the Development to be carried out.
- (C) Owner 2 is the registered owner of part of the leasehold interest in the Site with title absolute under title numbers AGL261208 and AGL369048.

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- (D) Owner 3 is the registered owner of part of the leasehold interest in the Site with title absolute under title numbers AGL369049 and AGL261210.
- (E) The Freeholder is the registered owner of part of the freehold interest in the Site with title absolute under title number AGL166507.
- (F) The Mortgagee has a registered legal charge over those parts of the Site owned by Owner 1 dated 15 February 2016, 21 September 2017 and 29 June 2018.
- (G) Owner 2 submitted the Planning Application to the OPDC.
- (H) At a meeting of its Planning Committee on 12 July 2019, the OPDC issued its decision to refuse the Planning Permission and Owner 2 subsequently submitted the Planning Appeal to the Secretary of State on 12 December 2019.
- (I) Accordingly, the parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers should the Planning Permission be granted pursuant to the Planning Appeal.

#### THE PARTIES AGREE AS FOLLOWS:

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and expressions shall have the following meanings unless the context otherwise requires:

**"1990 Act"** the Town and Country Planning Act 1990 (as amended);

**"2011 Act"** the Localism Act 2011 (as amended);

**"A40 Subway Improvements Contribution"** means the sum of £50,000 to be used by OPDC towards improvements to the pedestrian/cycle A40 subway which links the Site to Park Royal London Underground Station;

**"Borough"** means the London Borough of Ealing;

**"Carbon Offset Contribution"** means the sum of £1,800 per tonne of carbon (being £60 per tonne of carbon over 30 years) shortfall in carbon emission savings as identified by the CO2 Audit to be paid to OPDC;

**"CIL Regulations"** means the Community Infrastructure Levy Regulations 2010, as amended from time to time;

**"Commencement"** means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) or the service of a notice upon the OPDC that a material operation is about to be carried out whichever is earlier but for the purposes of this Deed shall not

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include the Exempted Works and "**Commenced**" and "**Commences**" shall be construed accordingly;

"**Commencement Date**" means the date upon which the Development is Commenced;

"**Construction Period**" means the period from the Commencement Date to the date the Development is Practically Complete;

"**Contributions**" means together the sums payable in accordance with Schedules 2, 3, 4, 5 and 6;

"**CPI**" means the Consumer Price Index (CPI) or in the event that the CPI is no longer published or the calculation method used is substantially altered then an appropriate alternative index nominated by the Council;

"**Design Monitoring Contribution**" means the monies paid by the Owner to OPDC in accordance with Schedule 2 (up to a maximum of £50,000) in the event that the architect is not retained by the Owners, to oversee the delivery of the design quality of the Development, and used by OPDC to fund an officer to undertake this role;

"**Development**" means the development permitted by the Planning Permission or a Varied Planning Permission;

"**District Heating Network**" means a decentralised energy network providing low carbon energy, heating, electricity and hot water capable of servicing the Development;

"**Electric Vehicle Strategy**" means a scheme to secure an electric vehicle delivery fleet, in connection with the delivery and servicing of the first-floor industrial launderette

"**Exempted Works**" means an operation or item of work of or connected with or ancillary to archaeological investigation or remediation works associated with decontamination, exploratory boreholes, site or soil investigations, site remediation works, and the erection of fences and hoardings;

"**Expert**" has the meaning given in clause 19.3;

"**GLA**" means the Greater London Authority;

"**Hotel Travel Plan**" means a plan to promote sustainable modes of transport for the guests and staff of the proposed hotel in the Development to include, but not limited to:

- initiatives to promote cycling and walking for both guests and staff;
- proposals for providing and promoting public transport information (eg. maps, route and timetables) at the hotel for guests and staff;

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- objectives and targets over the life of the Hotel Travel Plan aimed at reducing trips to and from the Development using private car or private hire vehicles;
  - measures and targets to demonstrate commitments towards meeting the Mayor's Transport Strategy targets;
  - proposals for monitoring compliance with the Hotel Travel Plan and reporting to OPDC;
  - information about blue badge parking for disabled persons in the vicinity of the development; and
  - mobility assistance measures from the blue badge bays to the Development to those seeking it;

**"Hotel Travel Plan Monitoring Fee"** means the sum of three separate payments of £1,000 to be used by OPDC towards the monitoring of the Hotel Travel Plan to be paid on the first, third and fifth anniversaries of the first Occupation of the Development;

**"Inspector"** means the inspector appointed by the Secretary of State to determine the Planning Appeal;

**"Interest"** means interest at a rate of four per cent per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;

**"Local Labour, Skills and Employment Strategy and Management Plan"** means a management plan to be submitted to OPDC in accordance with Schedule 5 which sets out the partnership arrangements regarding how the Owners and their contractors and sub-contractors will work with the OPDC the London Boroughs of Brent, Ealing and Hammersmith and Fulham and any local employment or training agencies as part of a training consortium, such arrangements to include:

- (a) regular reporting and review mechanisms;
- (b) a methodology for vacancy sharing for the purposes of recruiting Local Residents; and
- (c) an approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;

**"Local Resident"** means a person who is resident in the London Borough of Brent, the London Borough of Ealing or the London Borough of Hammersmith and Fulham, such residency to be proven by the production of two valid proofs of address which are no more than three months old, for example:

- (a) council tax statement;

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- (b) utility bills;
  - (c) bank statements; or
  - (d) other correspondence from government or state bodies;

**"London Living Wage"** means the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save, the current rate at the date of this Deed being £9.75 per hour;

**"Monitoring Contribution"** means the sum of £10,000 towards OPDC's monitoring costs relating to this Agreement;

**"Occupation"** means the occupation of any part of the Development for its designated planning use but does not include occupation by the Owners or any contractor or other occupier for the purposes of security, construction, fitting out, decoration, marketing or display and **"Occupy"** and **"Occupier"** shall be construed accordingly;

**"Owners"** means Owner 1, Owner 2 and Owner 3 collectively, and in the event the Freeholder Commences Development or carries out (or procures on its behalf the carrying out of) works pursuant to the Planning Permission includes the Freeholder;

**"Plan 1"** means the plan attached to this Deed at Schedule 1 and labelled Plan 1;

**"Planning Appeal"** means the planning appeal which has been given reference APP/F5730/W/19/3243706;

**"Planning Application"** means the application for full planning permission for the Development submitted to the OPDC and allocated reference number 19/006/FUMOPDC details of which are demolition of existing building and redevelopment to provide a ground plus ten storey building and two levels of basement to provide flexible industrial uses (Class B2/B8) over ground and first floor, offices (Class B1a) at second floor and hotel (Class C1) uses on floors three to ten, and associated car parking, servicing and all necessary enabling works;

**"Planning Permission"** means the planning permission to be granted pursuant to the Planning Appeal;

**"Practically Complete"** means the issue of a certificate of practical completion by the Owners' architect, engineer or other certifying officer as the case may be in respect of the Development or part or parts thereof and **"Practically Completed"** shall be construed accordingly;

**"Public Art Contribution"** means the sum of £15,000 to be used by OPDC towards the provision of off-site public art within the Park Royal Opportunity Area;



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**"Secretary of State"** means the Secretary of State for Housing, Communities and Local Government (or such successor Secretary of State or minister of state who shall assume the same decision-making powers from time to time);

**"Site"** means the land shown edged red on Plan 1 and which is registered at HM Land Registry under title numbers AGL369048, AGL369042, AGL369049, AGL261210, AGL261208, AGL261207, AGL424893 and AGL166507;

**"Training and Skills Contribution"** means the sum of £75,000 to be used by OPDC towards training and skills in the Park Royal area;

**"Varied Planning Permission"** means any planning permission issued pursuant to an application to vary or further vary any of the conditions in the Planning Permission;

**"VAT"** means value added tax;

**"Wayfinding Strategy Contribution"** means the sum of £15,000 to be used by OPDC to improve the wayfinding and legibility of connections to the Development in the Park Royal/Hangar Lane area;

**"Working Day"** means any day of the week other than Saturday Sunday or any bank holiday;

**"Workspace Travel Plan"** means a plan to promote sustainable modes of transport for the guests and staff of the proposed industrial and offices uses in the Development to include, but not limited to:

- initiatives to promote cycling and walking for both guests and staff;
- proposals for providing and promoting public transport information (eg. maps, route and timetables) at the industrial and office areas for guests and staff;
- objectives and targets over the life of the Workspace Travel Plan aimed at reducing trips to and from the Development using private car or private hire vehicles;
- measures and targets to demonstrate commitments towards meeting the Mayor's Transport Strategy targets;
- proposals for monitoring compliance with the Workspace Travel Plan and reporting to OPDC;
- information about blue badge parking for disabled persons in the vicinity of the development; and
- mobility assistance measures from the blue badge bays to the Development to those seeking it;

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**"Workspace Travel Plan Monitoring Fee"** means the sum of three separate payments of £1,000 to be used by OPDC towards the monitoring of the Workspace Travel Plan to be paid on the first, third and fifth anniversaries of the first Occupation of the Development.

- 1.2 Where in this Deed reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed or to a plan annex or appendix attached to this Deed.
- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Deed to any of the parties shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the OPDC shall include reference to any successor body exercising any of the powers currently vested in the OPDC in relation to this Deed.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.10 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.

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1.11 The clause and paragraph headings in the body of this Deed and in the schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.12 References to the Site include any part of it.

1.13 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 against each individually unless there is an express provision otherwise.

## **2 LEGAL BASIS**

2.1 This Deed is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) sections 1 and 201 of the 2011 Act; and
- (c) all other powers so enabling.

2.2 The OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

## **3 NATURE OF OBLIGATIONS**

3.1 The obligations, covenants and undertakings on the part of the Owners in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owners' interests in the Site and with the intent that they shall be enforceable by the OPDC not only against the Owners but also against any successors in title to or assigns of or transferees of the Owners and/or any person claiming through or under the Owners an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

3.2 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the OPDC of any of its statutory powers, functions or discretions.

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#### **4        CONDITIONAL AGREEMENT**

4.1        Save for clause 7 (legal costs), the Owner's obligations in this Deed are conditional upon:

- (a) the grant of the Planning Permission pursuant to the Planning Appeal;
- (b) Commencement of the Development pursuant to the Planning Permission (unless the relevant obligation is required to be discharged prior to Commencement of the Development); and
- (c) the planning obligations and Monitoring Contribution in this Deed being deemed by the Inspector to be:
  - (i) necessary to make the Development acceptable in planning terms;
  - (ii) directly related to the Development;
  - (iii) fairly and reasonably related in scale and kind to the Development; and
  - (iv) to comply in all other respects with Regulation 122 of the CIL Regulations.

4.2        In the event that the Inspector:

- (a) is not fully satisfied that one or more of the provisions of this Deed comply with the subject matter of a planning obligation in accordance with Regulation 122 of the CIL Regulations and/or is not a material planning consideration for the purpose of determining the Planning Appeal;
- (b) imposes a condition upon the Planning Permission instead of one or more of the planning obligations in this Deed; and/or
- (c) considers that some alternative form of planning obligation would be more appropriate in relation to the matters dealt with in this Deed,

then the said provisions of this Deed shall thereafter have no legal effect but the remainder of the planning obligations in this Deed (if any) shall remain legally effective and binding.

#### **5        OBLIGATIONS OF THE OWNERS**

The Owners covenant with the OPDC to observe and perform and cause to be observed and performed the obligations and covenants on the part of the Owners contained in the schedules to this Deed.

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**6 OBLIGATIONS OF THE OPDC**

The OPDC covenants with the Owners to observe and perform and cause to be observed and performed the obligations and covenants on the part of the OPDC contained in this Deed.

**7 LEGAL COSTS**

The Owners (not including the Freeholder) covenant with the OPDC to pay upon completion of this Deed the OPDC's reasonable and proper legal costs incurred in respect of the preparation, negotiation and completion of this Deed.

**8 OWNERSHIP**

8.1 The Owners warrant and undertake to the OPDC that they are the Owners of the Site and have full power to enter into this Deed.

8.2 The Owners covenant with the OPDC to give the OPDC written notice of any change in ownership of their interests or the grant of any other interests in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's or other interested party's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the disposal relates.

**9 NO ENCUMBRANCES**

9.1 The Owners warrant and undertake to the OPDC that the Site is free from any encumbrances which would prevent the Development from being carried out and brought into beneficial use.

9.2 The Owners shall not encumber or otherwise deal with their respective interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owners from encumbering or otherwise dealing with its respective interests in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Deed.

**10 REGISTRATION**

10.1 As soon as reasonably practicable after the completion of this Deed (and in any event within 20 Working Days of this Deed), the Owners shall make an application to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Number referred to in Recital (B) above so as to bind the Site as provided for in the above

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mentioned statutory provisions and shall provide the OPDC with written notification within 20 Working Days of the application to Land Registry that such application has been made.

- 10.2 If the Owners fail to notify the OPDC that it has made the application in accordance with clause 10.1, the OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Owners and the Owners hereby covenant with the OPDC to do or concur in doing all things necessary or advantageous to enable the said entry to be made.
- 10.3 The Owners covenant that they shall not make any application to the Land Registry for the removal of any notice registered pursuant to clauses 10.1 or 10.2 without the prior written consent of OPDC.
- 10.4 The OPDC shall request registration of this Deed as a Local Land Charge by the Borough or its respective successor in statutory function.

## **11 RIGHT OF ACCESS**

PROVIDED THAT such parties observe all necessary health and safety requirements and arrive on Site at a pre-agreed time and report to the site manager without prejudice to the OPDC's statutory rights of entry and subject to reasonable prior notice, the Owners shall permit the OPDC and its authorised employees, agents, surveyors and other representatives to enter the Site and any buildings erected thereon pursuant to the Development at all reasonable times following receipt of reasonable notice in writing for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed and the Owners shall comply with any reasonable written request made by the OPDC for documentation held by the Owners for such purposes.

## **12 OWNERS TO NOTIFY THE OPDC**

- 12.1 The Owners covenant with the OPDC to notify the OPDC in writing of:
- (a) the intended Commencement Date, at least a month prior to such intended date;
  - (b) the actual Commencement Date, within five Working Days of such actual date;
  - (c) the intended date for first Occupation of the Development, at least a month prior to such intended date; and
  - (d) the actual date of first Occupation of the Development, within five Working Days of such actual date.
- 12.2 In the event that the Owners fail to provide notification in accordance with clause 12.1, the relevant notifiable event shall be deemed by OPDC (acting reasonably) for the purpose of this Deed to have taken place on the earliest date that such event could have reasonably taken place.

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## **13 NOTICES**

13.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Deed shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

- (a) if delivered by hand, the next Working Day after the day of delivery; and
- (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

13.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below, or such other address as shall be specified by the party upon whom the notice is to be served to the other parties by not less than five Working Days' notice:

- (a) OPDC:

Director of Planning

Old Oak and Park Royal Development Corporation

PP5A

City Hall

The Queen's Walk

More London Riverside

London

SE1 2AA

and copied by email to [planningapplications@opdc.london.gov.uk](mailto:planningapplications@opdc.london.gov.uk); or

- (b) The Owners at their addresses at the beginning of this Deed.

13.3 Any notice or other written communication to be given by the OPDC shall be deemed valid and effectual if on its face it is signed on behalf of the OPDC by an officer or duly authorised signatory.

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## **14 PAYMENTS**

- 14.1 All payments to be made by the Owners pursuant to the terms of this Deed shall be sent to OPDC by way of electronic transfer marked for the attention of the Head of Development Management and using reference 19/0006/FUMOPDC.
- 14.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 14.3 The Owners hereby acknowledge and agree that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the Owners and the VAT shall be paid accordingly.

## **15 NO WAIVER**

No waiver (whether expressed or implied) by the OPDC of any breach or default in performing or observing any of the covenants, obligations or undertakings contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the OPDC from enforcing any covenants, obligations or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owners.

## **16 INTEREST ON LATE PAYMENT**

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

## **17 INDEXATION**

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be increased (as the case may be) by the percentage change in the CPI from the date of the Secretary of State's decision pursuant to the Planning Appeal until the date each payment is due (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the CPI prior to the date of the Secretary of State's decision pursuant to the Planning Appeal and prior to each payment date.

## **18 LIABILITY UNDER THE DEED**

- 18.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.
- 18.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall have the benefit of a mortgage



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or charge of or on the whole or any part of the Owners' (which for the avoidance of doubt includes the Freeholder's) interests in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owners.

- 18.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or Interest therein for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

## **19 DISPUTES**

- 19.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "Dispute") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.
- 19.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 19 on the reference of any of the parties to the Dispute.
- 19.3 The Dispute shall be referred to the decision of an independent expert (the "Expert") who shall be an independent person of at least ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 19.1, then any party may request:
- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
  - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;
  - (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;

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- (d) if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
    - (e) in all other cases, the President of the Law Society to nominate the Expert.
  - 19.4 If the Dispute shall relate to matters falling within two or more of clauses 19.3(a) to 19.3(e) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 19.3(a) to 19.3(e) (inclusive) to act as joint Experts.
  - 19.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties subject to manifest error.
  - 19.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
  - 19.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
    - (a) the Expert shall call for representations from all parties within ten Working Days of a reference to the Expert under this Deed and shall require the parties to exchange representations within this period;
    - (b) the Expert shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 19.7(a) to make counter-representations;
    - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
    - (d) the Expert shall provide the parties with a written decision (including reasons) within ten Working Days of the last date for receipt of counter-representations;
    - (e) the Expert shall be entitled to call for such independent expert advice as the Expert shall think fit; and

- 
- (f) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the Expert's award.

- 19.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

## **20 CONTRIBUTIONS**

- 20.1 The OPDC covenants that as soon as is reasonably practicable upon receipt of any Contribution under this Deed, to pay such Contribution or payment into a separately identified interest-bearing section of the OPDC's accounts (unless the parties agree otherwise) such accounts bearing the Bank of England base rate of interest from time to time on deposits.

- 20.2 The OPDC covenants with the Owners to spend the Contributions only for the purposes specified in this Deed.

## **21 CONSENT OF THE MORTGAGEE, THE FREEHOLDER AND OWNER 1**

- 21.1 The Mortgagee acknowledges and declares that this Deed has been entered into by Owner 1 with its consent and the relevant part of the Site identified in the Recitals 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.
- 21.2 The parties hereby agree that the obligations contained in this Deed shall not be enforceable against the Mortgagee unless it takes possession of the Site in which case it will be bound by the obligations as if it were a person deriving title from Owner 1.
- 21.3 The Freeholder acknowledges and declares that this Deed has been entered into by the Owners with its consent and the relevant parts of the Site identified in the Recitals shall be bound by the obligations contained in this Deed.
- 21.4 The parties hereby agree that the obligations contained in this Deed shall not be enforceable against the Freeholder unless the Freeholder itself Commences Development or carries out (or procures on its behalf the carrying out of) works pursuant to the Planning Permission.
- 21.5 Owner 1 acknowledges and declares that the relevant parts of the Site identified in the Recitals shall be bound by the obligations contained in this Deed.
- 21.6 The parties hereby agree that the obligations contained in this Deed shall not be enforceable against Owner 1 unless Owner 1 itself Commences Development or carries out (or procures on its behalf the carrying out of) works pursuant to the Planning Permission.

---

## **22 MISCELLANEOUS PROVISIONS**

- 22.1 Without prejudice to the terms of this Deed and the obligations imposed on the Owners herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or Varied Planning Permission) granted after the date of this Deed.
- 22.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:
- (a) expires without the Development having been Implemented; or
  - (b) is quashed, revoked or (without the consent of the Owners) modified.
- 22.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court provided that any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties.
- 22.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.
- 22.5 No variation to this Deed shall be effective unless made by deed.
- 22.6 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly.
- 22.7 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

## **23 GOVERNING LAW**

This Deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with English law.

## **24 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Any person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

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**25 ELECTRONIC EXECUTION AND COMPLETION**

25.1 The Owners, the Freeholder, the Mortgagee and the OPDC each hereby agree that:

- (a) for the purposes of the execution of this Deed an electronically affixed seal and/or electronic signature and/or wet-ink signature that has been electronically transmitted (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document; and
- (b) the Freeholder confirms that its attorney has received a full copy of this Deed and have executed a physical copy of the page bearing the relevant execution block; and
- (c) the Freeholder confirms that a scanned copy of the page bearing the relevant attorney's signature may be incorporated by the OPDC into a single electronic copy of the document for the purposes of completion of this Deed; and
- (d) plans and other appendices (as applicable) may be electronically signed/initialled; and
  - (i) that the methods of signature used in this Deed are conclusive evidence of the Owners', the Freeholder's, the Mortgagee's and the OPDC's intention to be bound by the Deed as if signed by the Owners', the Freeholder's, the Mortgagee's and the OPDC's manuscript signature; and
  - (ii) this Deed may be electronically dated and completed; and
  - (iii) further to completion of this Deed each party will accept an electronic copy of the executed and completed Deed in lieu of a hardcopy document.

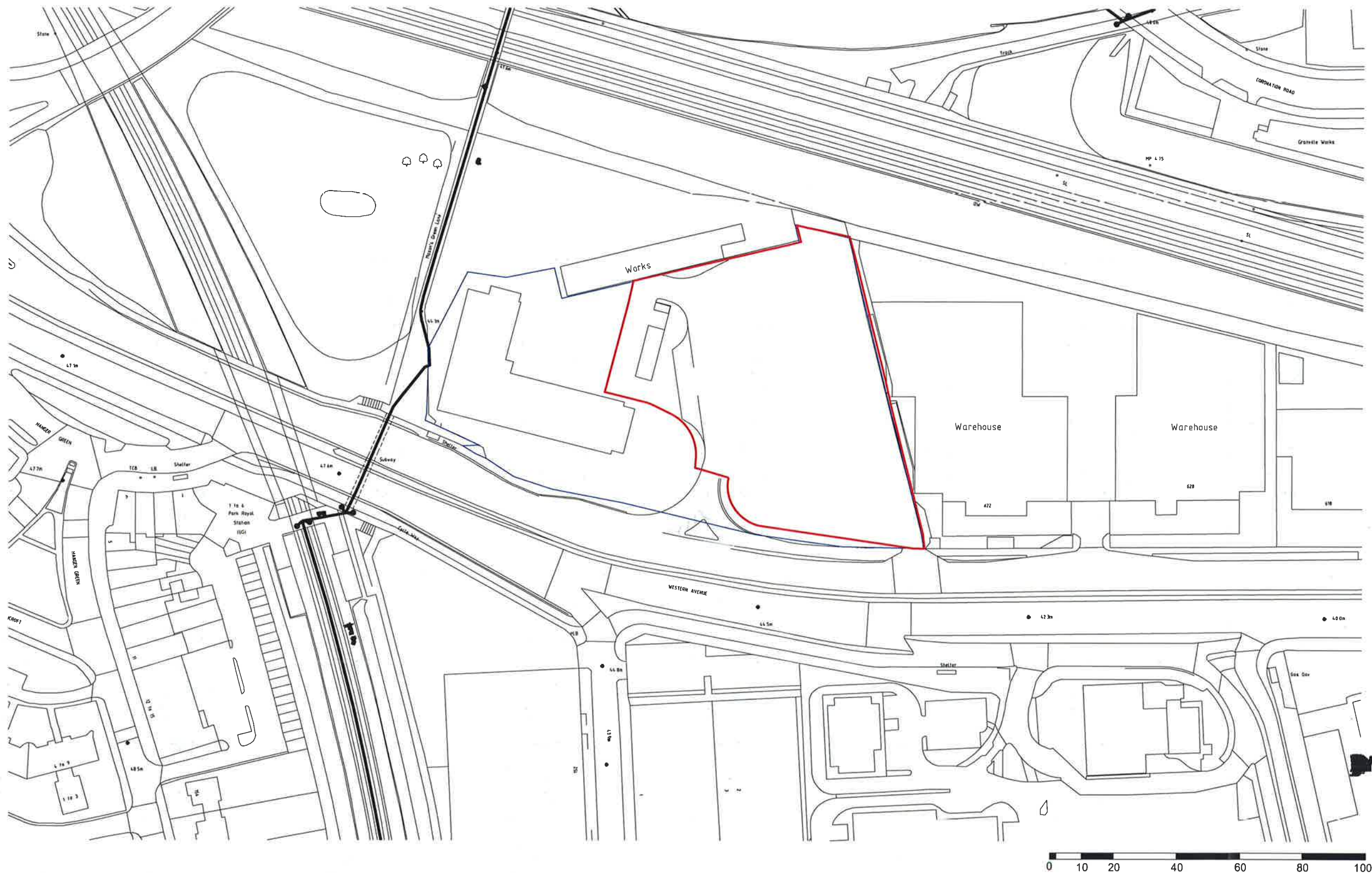
**IN WITNESS** whereof this Deed has been executed as a deed and delivered on the date first above written.

---

**Schedule 1**

**Plans**

1 Plan 1 – Site Plan



LOCATION PLAN  
SCALE 1:1250

# Revisions

Rev	Date	Drawn	Checked	Descripti
P1	04.10.18	SJ	-	Blue bound demonstrat extent of s ownership. Red usable boundary z
P2	12.11.18	SJ	-	Red usable boundary a

*[Handwritten signature]*

# Aros

**Aros Architects**  
Jerwood Space  
171 Union Street  
London SE1 0LN

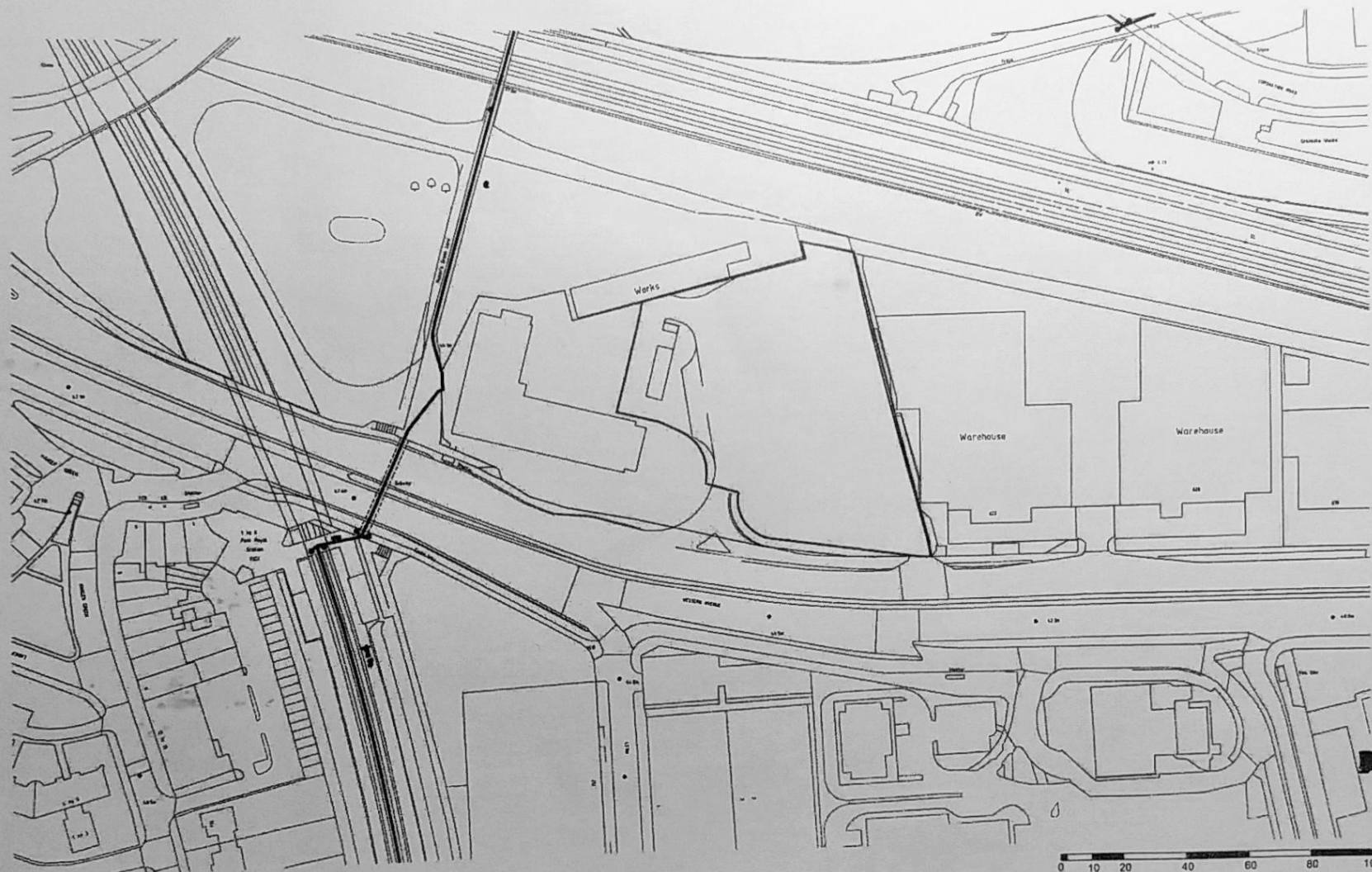
**Telephone**  
+44(0)20 7928 24  
**Facsimile**  
+44(0)20 7928 24

**Email**  
info@arosarchitect  
**Website**  
www.arosarchitect

Project  
**628 Western Avenue, London**  
Title  
**Existing Site Location Plan**

Project No	Drawing No
<b>5919</b>	<b>(00) 001</b>
Date	Scale
<b>12.11.2018</b>	<b>1:1250 @ A3</b>
Status	Rev
<b>Planning</b>	<b>P2</b>





Revisions				
Rev	Date	Drawn	Checked	Description
P1	04.10.18	SI	-	Blue bound demarcates extent of ownership. Red outline boundary of
P2	12.11.18	SI	-	Red outline boundary of

*SI*

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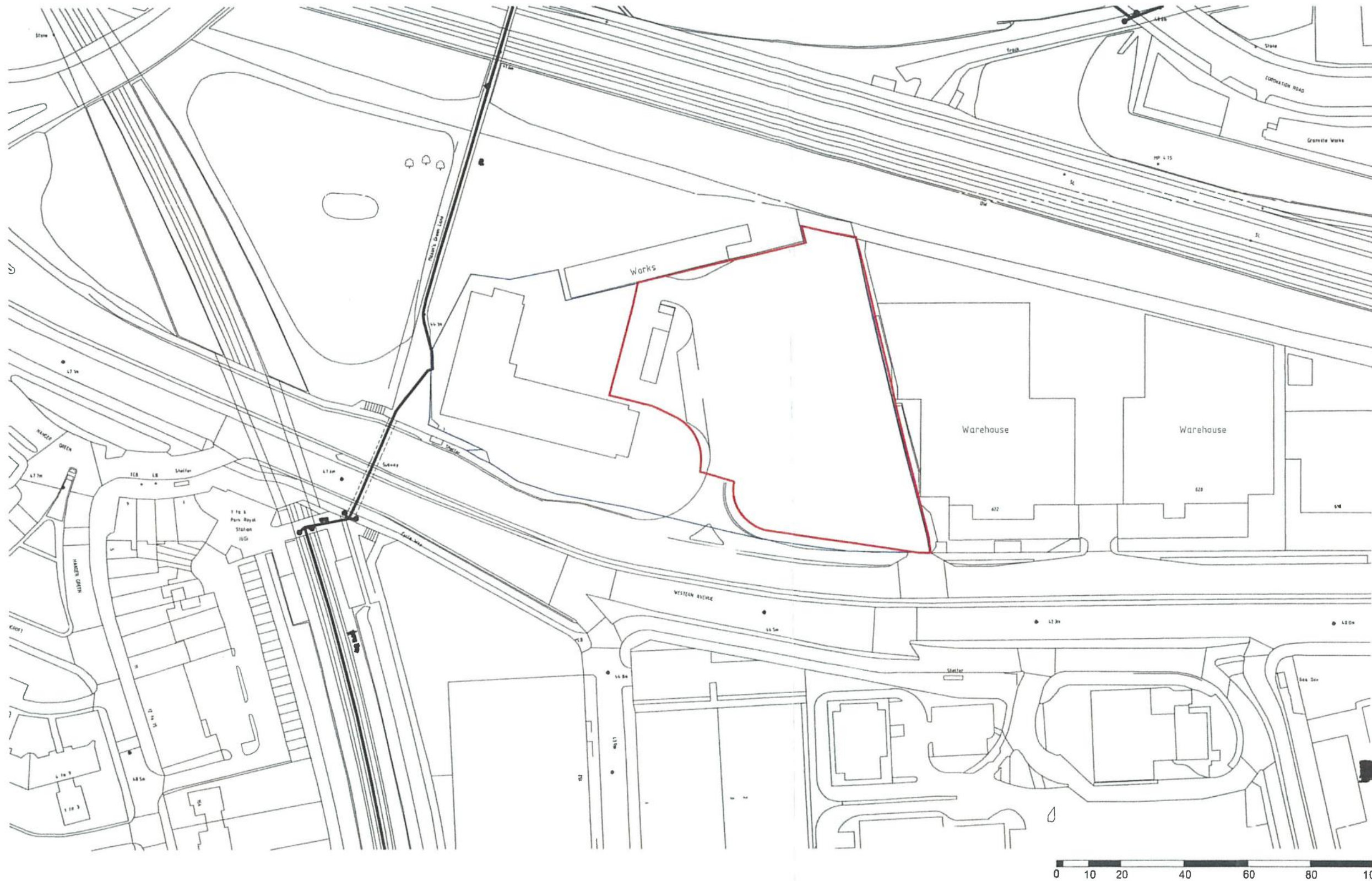
**Project**  
 628 Western Avenue, London

**Title**  
 Existing Site Location Plan

Project No	Drawing No
5919	(00) 001
Date	Scale
12.11.2018	1:1250 @ A3
Status	Rev
Planning	P2

LOCATION PLAN  
 SCALE 1:1250





LOCATION PLAN  
SCALE 1:1250

#### Revisions

Rev	Date	Drawn	Checked	Descripti
P1	04.10.18	SJ	-	Blue bound demonstrat extent of s ownership. Red usable boundary 2
P2	12.11.18	SJ	-	Red usable boundary a

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#### Project

628 Western Avenue, London

#### Title

Existing Site Location Plan

#### Project No

5919

#### Date

12.11.2018

#### Status

Planning

#### Drawing No

(00) 001

#### Scale

1:1250 @ A3

#### Rev

P2





LOCATION PLAN  
SCALE 1:1250

#### Revisions

Rev	Date	Drawn	Checked	By
P1	24.03.18	SL	-	Blue-lined demonstrated initial of a ownership and usable boundary
P2	12.11.18	SL	-	Red-lined boundary

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#### Project

628 Western Avenue, London

Title

Existing Site Location Plan

#### Project No

5919

Date

12.11.2018

Status

Planning

#### Drawing No

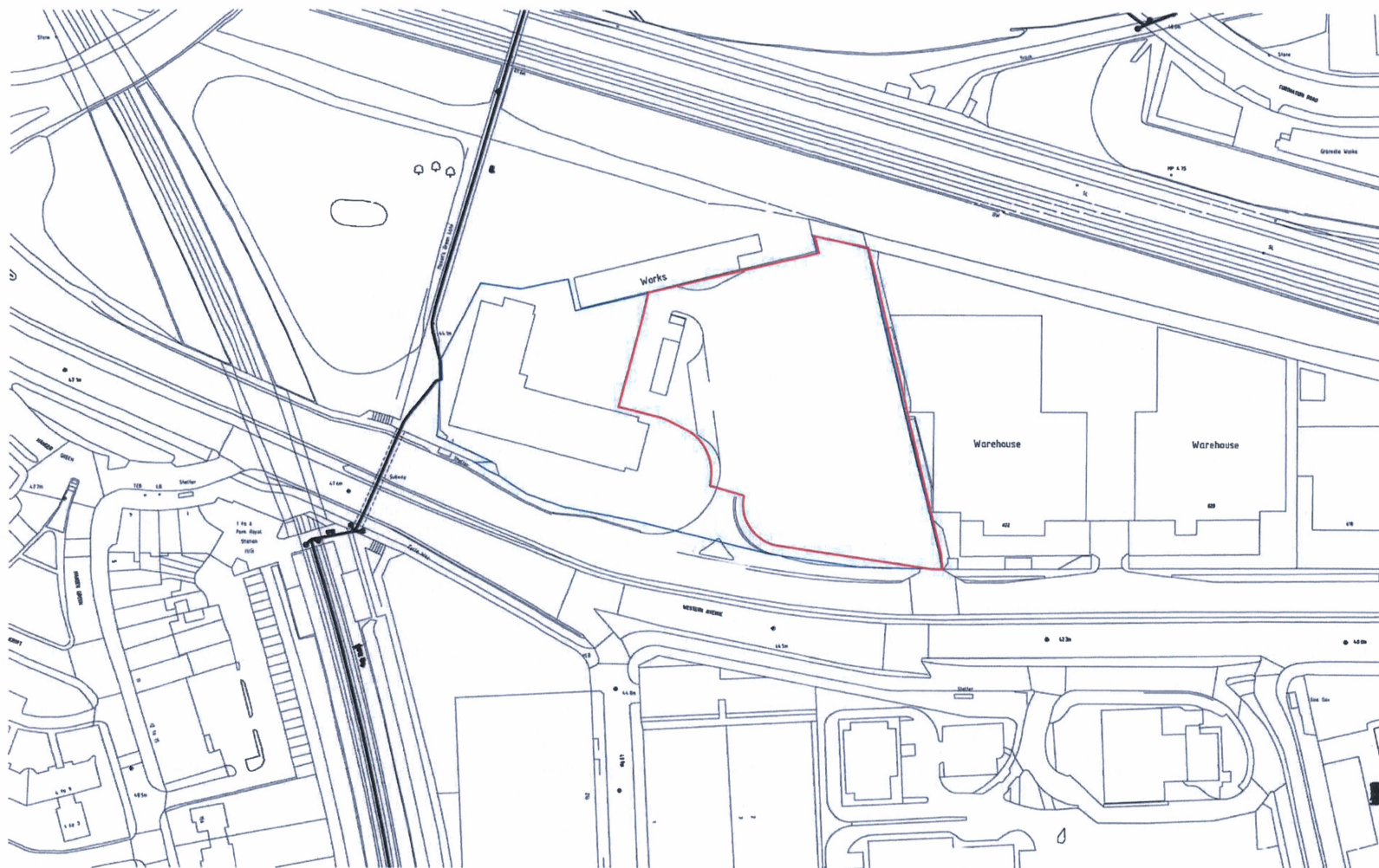
(00) 001

Scale

1:1250 @ A3

Rev

P2



LOCATION PLAN  
SCALE 1:1250

Revisions				
Rev	Date	Drawn	Checked	Descript
P1	04.10.18	SJ	-	Blue bound demonstrates extent of s ownership. Red usable boundary 2
P2	12.11.18	SJ	-	Red usable boundary 2

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Existing Site Location Plan

<b>Project No</b>	<b>Drawing No</b>
5919	(00) 001
<b>Date</b>	<b>Scale</b>
12.11.2018	1:1250 @ A3
<b>Status</b>	<b>Rev</b>
Planning	P2



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## **Schedule 2**

### **Monitoring Contributions**

#### **1 DESIGN MONITORING CONTRIBUTION**

In the event that the architect is not retained at any point before Commencement of Development, the Owners shall:

- (a) notify OPDC of such non-retention and provide details of the new architect appointed;
- (b) pay to OPDC within 14 Working Days of demand the Design Monitoring Contribution, or part thereof, and it is agreed that: -
  - (i) such costs may relate either to staff employed directly by OPDC or third party consultants retained by OPDC to oversee the delivery of the design quality of the Development;
  - (ii) OPDC may make more than one demand for payment of instalments of the Design Monitoring Contribution; and
  - (iii) when OPDC notifies the Owners of the amount of the Design Monitoring Contribution to be paid at each demand, it shall also provide the Owner with a detailed break-down setting out how the amount has been calculated and how such monies will be spent;

PROVIDED THAT the amount payable to the OPDC in the Design Monitoring Contribution shall not exceed £50,000.

- (c) Where OPDC have requested payment of the Design Monitoring Contribution, or part thereof, and have provided the information required by the paragraphs of this schedule, the Owners shall not Commence the Development until the amount requested has been paid to OPDC in accordance with this schedule.

#### **2 MONITORING CONTRIBUTION**

##### **2.1 The Owners shall:**

- (a) pay the Monitoring Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence the Development until the Monitoring Contribution has been paid in full to the OPDC.

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### **Schedule 3**

#### **Highways and Transport**

##### **1 A40 SUBWAY IMPROVEMENTS CONTRIBUTION**

**1.1 The Owners shall:**

- (a) pay the A40 Subway Improvements Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence the Development until the A40 Subway Improvements Contribution has been paid in full to the OPDC.

**1.2 OPDC covenants with the Owners to use the A40 Subway Improvements Contribution towards the planned improvement for the existing pedestrian/cycle A40 subway.**

**1.3 Where the A40 Subway Improvements Contribution has not been committed by OPDC to the planned improvement for the existing pedestrian/cycle A40 subway within 5 years following Commencement of the Development, the OPDC shall return the A40 Subway Improvements Contribution to the Owners.**

##### **2 WAYFINDING STRATEGY CONTRIBUTION**

**2.1 The Owners shall:**

- (a) pay the Wayfinding Strategy Contribution to the OPDC prior to the first Occupation of the Development; and
- (b) not Occupy or permit or suffer Occupation of the Development until the Wayfinding Strategy Contribution has been paid in full to the OPDC.

**2.2 OPDC covenants with the Owners to use the Wayfinding Strategy Contribution towards updated Legible London signage in the Park Royal/Hanger Lane area.**

##### **3 HOTEL TRAVEL PLAN**

**3.1 The Owners shall:**

- (a) submit a Hotel Travel Plan to the OPDC for approval three months prior to the first Occupation of the Development;
- (b) not Occupy or permit or suffer Occupation of the Development until the OPDC has provided its written approval of the Hotel Travel Plan; and
- (c) thereafter implement, comply with and procure compliance with the approved Hotel Travel Plan for the duration of the beneficial use of the Development,

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subject to any variations that may be agreed from time to time in writing between the Owners and the OPDC.

- 3.2 The Owners shall pay the Hotel Travel Plan Monitoring Fee on the first, third and fifth anniversaries of the first Occupation of the Development
- 3.3 The Owners shall review the operation of the Hotel Travel Plan within the calendar month preceding the first, third and fifth anniversaries of the first Occupation of the Development and shall submit a written report to the OPDC within 10 Working Days of completion of the review setting out on the first, third and fifth anniversaries of the first Occupation of the Development the findings of the review including the extent to which the objectives and targets set out within the Hotel Travel Plan are being achieved and any proposals for improving the operation of the Hotel Travel Plan.
- 3.4 Following submission of a review of the Hotel Travel Plan, the Owners and the OPDC shall use reasonable endeavours to agree any necessary changes to the Hotel Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owners shall thereafter implement any such agreed changes.

#### **4 WORKSPACE TRAVEL PLAN**

- 4.1 The Owners shall:
- (a) submit a Workspace Travel Plan to the OPDC for approval three months prior to the first Occupation of the Development;
  - (b) not Occupy or permit or suffer Occupation of the Development until the OPDC has provided its written approval of the Workspace Travel Plan; and
  - (c) thereafter implement, comply with and procure compliance with the approved Workspace Travel Plan for the duration of the beneficial use of the Development, subject to any variations that may be agreed from time to time in writing between the Owners and the OPDC.
- 4.2 The Owners shall pay the Workspace Travel Plan Monitoring Fee on the first, third and fifth anniversaries of the first Occupation of the Development.
- 4.3 The Owners shall review the operation of the Workspace Travel Plan within the calendar month preceding the first, third and fifth anniversaries of the first Occupation of the Development and shall submit a written report to the OPDC within 10 Working Days of completion of the review setting out on the first, third and fifth anniversaries of the first Occupation of the Development the findings of the review including the extent to which the objectives and targets set out within the Workspace Travel Plan are being achieved and any proposals for improving the operation of the Workspace Travel Plan.

- 
- 4.4 Following submission of a review of the Workspace Travel Plan, the Owners and the OPDC shall use reasonable endeavours to agree any necessary changes to the Workspace Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owners shall thereafter implement any such agreed changes.

## **5 ELECTRIC VEHICLE STRATEGY**

### **5.1 The Owners shall:**

- (a) submit the Electric Vehicle Strategy to the OPDC for approval prior to the first Occupation of the Development;
- (b) not Occupy or permit or suffer Occupation of the Development until the OPDC has provided its written approval of the Electric Vehicle Strategy; and
- (c) thereafter implement, comply with and procure compliance with the approved Electric Vehicle Strategy for the duration of the beneficial use of the Development, subject to any variations that may be agreed from time to time in writing between the Owners and the OPDC.

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## **Schedule 4**

### **Energy and Sustainability**

#### **1 DECENTRALISED ENERGY NETWORK**

1.1 The Owners covenants with the OPDC that the Development is designed and constructed so that it is capable of being connected to or not prejudice the future connection to a District Heating Network and will be provided with a single connection point at which the Development may be connected to a District Heating Network in a location to be approved in writing by the OPDC prior to Commencement of the Development and such provision shall include:

- (a) the installation of sufficiently sized external buried pipework in positions agreed with the OPDC to enable connection to a District Heating Network;
- (b) the installation of pipework in the fabric of buildings;
- (c) the provision of 'tees' and isolation valves in the low temperature in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date if connection to a District Heating Network is not immediately technically feasible or economically viable when first provided prior to first Occupation of the Development; and
- (d) provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating.

1.2 In the event that a District Heating Network becomes available in the vicinity, OPDC will notify the Owners in writing of this. The Owners covenants with the OPDC that it will make a reasonable attempt to connect the Development to a District Heating Network if one becomes available. The Owners shall inform the OPDC in writing of the connection date and for the avoidance of doubt the OPDC shall not be responsible for any costs or fees associated with the negotiation and/or connection with the District Heating Network.

#### **2 CARBON OFFSET CONTRIBUTION**

2.1 The Owners shall:

- (a) provide an updated energy report to OPDC with an assessment of the completed development prior to first Occupation of the Development;
- (b) if the updated energy report identifies less than 35% reduction in carbon emissions in the completed development, to pay the Carbon Offset Contribution to the OPDC prior to first Occupation of the Development; and



- 
- (c) not Occupy or permit or suffer Occupation of the Development until the Carbon Offset Contribution has been paid in full to the OPDC if the updated energy report identifies less than 35% reduction in carbon emissions in the completed development.

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## **Schedule 5**

### **Training and Skills**

#### **1 TRAINING AND SKILLS CONTRIBUTION**

##### **1.1 The Owners shall:**

- (a) pay 50% of the Training and Skills Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence the Development until 50% of the Training and Skills Contribution has been paid in full to the OPDC.
- (c) pay the remaining 50% of the Training and Skills Contribution to the OPDC prior to Occupation; and
- (d) not Occupy the Development until the remaining 50% of the Training and Skills Contribution has been paid in full to the OPDC.

##### **1.2 OPDC covenants with the Owners to use the Training and Skills Contribution towards the training and skills in the Park Royal area.**

#### **2 LOCAL EMPLOYMENT**

##### **2.1 The Owners covenants with OPDC to submit prior to the Commencement of the Development to the OPDC for their written approval the Local Labour, Skills and Employment Strategy and Management Plan.**

##### **2.2 The Owners shall and shall require that its contractors (in respect of construction vacancies and jobs) shall:**

- (a) ensure compliance with the approved Local Labour, Skills and Employment Strategy and Management Plan throughout the construction of the Development;
- (b) ensure the recruitment of Local Residents account for at least fifteen per cent (15%) of the construction jobs arising from the Development during the Construction Period;
- (c) ensure that during the Construction Period no less than 5 construction apprenticeships at a minimum of NVQ level 2 are available at the Development where each apprenticeship shall be for a period of not less than 52 weeks and at a salary not less than London Living Wage; and
- (d) provide opportunities for local businesses to bid/tender for sub-contracting opportunities and the supply of goods and services during the Construction Period.

---

**2.3 Prior to first Occupation of any part of the Development, and thereafter on first Occupation of the Development:**

- (a) to verify to the OPDC the amount of Local Residents employed in construction of the Development;**
- (b) to provide proof of construction apprentices, their NVQ levels and salary paid; and**
- (c) to provide a list of opportunities which have been tendered to local businesses and details of the local businesses sub-contacted or who have provided goods and services during the Construction Period.**

---

**Schedule 6**

**Public Art**

**1 PUBLIC ART**

**1.1 The Owners shall:**

- (a) pay the Public Art Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence the Development until the Public Art Contribution has been paid in full to the OPDC.

**1.2 OPDC covenants with the Owners to use the Public Art Contribution towards the provision of public art within the Park Royal Opportunity Area.**

---

Executed and delivered for and on )  
behalf of )  
**OLD OAK AND PARK ROYAL** )  
**DEVELOPMENT CORPORATION** by: )

.....  
Authorised signatory

.....  
Name (BLOCK)

.....  
Position

Executed and delivered for and on )  
behalf of )  
**OLD OAK AND PARK ROYAL** )  
**DEVELOPMENT CORPORATION** by: )

.....  
Authorised signatory

.....  
Name (BLOCK)

.....  
Position

Executed as a deed by )  
**PARK ROYAL HOTEL HOLDING B.V** )  
acting by attorney in-fact: )

.....  
Attorney in-fact

.....  
Name (in BLOCK CAPITALS)

Executed as a deed by )  
**A40 DATA CENTRE B.V.** acting by )  
attorney in-fact: )

.....  
Attorney in-fact

.....  
Name (in BLOCK CAPITALS)

Executed as a deed by **A40 OFFICE** )  
**B.V** acting by attorney in-fact: )

.....  
Attorney in-fact

.....  
Name (in BLOCK CAPITALS)

Executed as a deed by **CAMERON SHAUN MURRAY** )  
**STANDARD LIFE ASSURANCE** )  
**LIMITED** (in exercise of a power of )  
attorney dated 11 December 2019 ) in the )  
presence of: ) **Acting as attorney for**  
**STANDARD LIFE**  
**ASSURANCE LIMITED**

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

*EMMA BROWN*

EMMA BROWN  
SECRETARY  
1 GEORGE STREET  
EDINBURGH  
EH2 2LL

Executed as a deed by )  
**BANK HAPOLIM B.M.** acting by two )  
authorised signatories: )

.....  
Authorised signatory

.....  
Name (in BLOCK CAPITALS)

.....  
Position

.....  
Authorised signatory

.....  
Name (in BLOCK CAPITALS)

.....  
Position

Executed and delivered for and on )  
behalf of )  
OLD OAK AND PARK ROYAL )  
DEVELOPMENT CORPORATION by: )

.....  
Authorised signatory

.....  
Name (BLOCK)

.....  
Position

Executed and delivered for and on )  
behalf of )  
OLD OAK AND PARK ROYAL )  
DEVELOPMENT CORPORATION by: )

.....  
Authorised signatory

.....  
Name (BLOCK)

.....  
Position

Executed as a deed by )  
PARK ROYAL HOTEL HOLDING B.V. )  
acting by attorney in-fact: )

.....  
Attorney in-fact

.....  
Name (in BLOCK CAPITALS)

Executed as a deed by )  
A40 DATA CENTRE B.V. acting by )  
attorney in-fact: )

.....  
Attorney in-fact

.....  
Name (in BLOCK CAPITALS)

Executed and delivered for and on )  
behalf of )  
**OLD OAK AND PARK ROYAL** )  
**DEVELOPMENT CORPORATION** by: )



Authorised signatory

**FIONA MARSH**

Name (BLOCK)

**CHIEF FINANCE OFFICER**

Position

Executed and delivered for and on )  
behalf of )  
**OLD OAK AND PARK ROYAL** )  
**DEVELOPMENT CORPORATION** by: )

Authorised signatory

Name (BLOCK)

Position

Executed as a deed by )  
**PARK ROYAL HOTEL HOLDING B.V** )  
acting by attorney in-fact: )

Attorney in-fact

Name (in BLOCK CAPITALS)

Executed as a deed by )  
**A40 DATA CENTRE B.V.** acting by )  
attorney in-fact: )

Attorney in-fact

Name (in BLOCK CAPITALS)



Executed and delivered for and on )  
behalf of )  
**OLD OAK AND PARK ROYAL** )  
**DEVELOPMENT CORPORATION** by: )

.....  
Authorised signatory

.....  
Name (BLOCK)

.....  
Position

Executed and delivered for and on )  
behalf of )  
**OLD OAK AND PARK ROYAL** )  
**DEVELOPMENT CORPORATION** by: )

.....  
Authorised signatory

.....  
Name (BLOCK)

.....  
Position

Executed as a deed by )  
**PARK ROYAL HOTEL HOLDING B.V.** )  
acting by attorney in-fact: )

.....  
Attorney in-fact

I.H. Kos  
.....  
Name (in BLOCK CAPITALS)

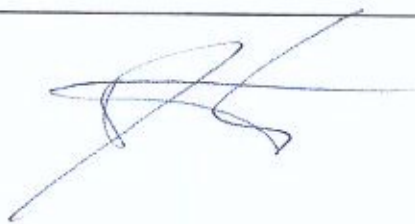
Executed as a deed by )  
**A40 DATA CENTRE B.V.** acting by )  
attorney in-fact: )

.....  
Attorney in-fact

I.H. Kos  
.....  
Name (in BLOCK CAPITALS)

Executed as a deed by **A40 OFFICE**  
**B.V** acting by attorney in-fact:

)  
)



.....  
Attorney in-fact

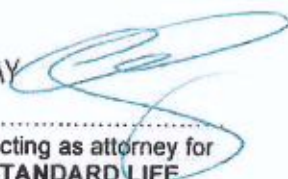
I.H. Kos

Name (in BLOCK CAPITALS)

Executed as a deed by **CAMERON SHAUN MURRAY**  
**STANDARD LIFE ASSURANCE**  
**LIMITED** (in exercise of a power of  
attorney dated ) in the  
presence of:

)  
)  
)  
)

Acting as attorney for  
**STANDARD LIFE**  
**ASSURANCE LIMITED**



Signature of Witness:

Name (in BLOCK CAPITALS):

Address:



EMMA BROWN  
SECRETARY  
1 GEORGE STREET  
EDINBURGH  
EH2 2LL

Executed as a deed by  
**BANK HAPOLIM B.M.** acting by two  
authorised signatories:

)  
)  
)

.....  
Authorised signatory

.....  
Name (in BLOCK CAPITALS)

.....  
Position

.....  
Authorised signatory

.....  
Name (in BLOCK CAPITALS)

.....  
Position

Executed as a deed by A40 OFFICE )  
B.V acting by attorney in-fact: )

.....  
Attorney in-fact

.....  
Name (in BLOCK CAPITALS)

Executed as a deed by CAMERON SHAUN MURRAY )  
STANDARD LIFE ASSURANCE )  
LIMITED (in exercise of a power of )  
attorney dated ) in the )  
presence of: )

.....  
Acting as attorney for  
STANDARD LIFE  
ASSURANCE LIMITED

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

EMOKSE

EMMA BROWN  
SECRETARY  
1 GEORGE STREET  
EDINBURGH  
EH2 2LL

Executed as a deed by )  
BANK HAPOLIM B.M. acting by two )  
authorised signatories: )

.....  
Authorised signatory

BENNY HADDAD  
.....  
Name (in BLOCK CAPITALS)

MD  
.....  
Position

.....  
Authorised signatory

Eyal Chayon  
.....  
Name (in BLOCK CAPITALS)

DM  
.....  
Position