

Dated

*29th May*

2018

**Greatplanet Investments Limited**

-and-

**The Mayor and Burgesses of the  
London Borough of Richmond upon Thames**

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**DEED OF AGREEMENT  
made under Section 106 of the  
Town & Country Planning Act 1990  
relating to  
63-71 High Street Hampton Hill TW12 1NH**

**CS LEG GRC 217/1671**

**THIS AGREEMENT** is made as a Deed the *29th* day of *May* two thousand and eighteen **BY**

**GREATPLANET INVESTMENTS LIMITED** (incorporated in British Virgin Islands) care of Aleman, Cordero, Galindo & Lee Trust (bvi) Limited, 3<sup>rd</sup> Floor, Yamraj Building, Market Square, PO Box 3175, Road Town, Tortola, British Virgin Islands ("the Owner")

and

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council")

## **INTERPRETATION**

IN this Deed the following words and expressions shall have the following meanings:-

- |  |  |
|--|--|
| "1990 Act"   | the Town & Country Planning Act 1990   |
| "Affordable Housing"   | housing which is deemed affordable to those with a median household income as rated by the national Government or by local government by a recognised housing affordability index  |
| "Capital Asset Value for Amenity Trees Contribution or CAVAT Contribution" | the sum of nine thousand eight hundred and twenty-four pounds (£9,824) Indexed to fund new tree planting within the Fulwell and Hampton Hill Ward.   |
| "Carbon Offset Contribution"   | means the sum of sixty thousand six hundred and sixty-three pounds (£60,633), but reduced or increased insofar as having regard to the Zero Carbon Shortfall and the subsequent Payment Calculation, to account for the shortfall against the 100% target reduction of on-site regulated CO <sub>2</sub> emissions against the TER. Such reduction or increase (if any) to be based on the Evidence as agreed between the Owner and the Council, following the submission of Evidence to the HDM or in default of agreement by an Expert in accordance with Clause 5(m) of this Deed |
| "Controlled Parking Zone"  | a zone within the Council's administrative area in which the parking and waiting of motor propelled vehicles on the public highway is restricted and regulated by a traffic management order made pursuant to the Road Traffic Regulation Act 1974 or some other Act of authority  |

- NOTES
- 1 The Contractor must check and confirm all dimensions
  - 2 All discrepancies must be reported and resolved by the Architect before work commences
  - 3 This drawing is not to be scaled
  - 4 All work and materials to be in accordance with current applicable Statutory Legislation and to comply with all relevant Codes of Practice and British Standards



SITE BOUNDARY



SK  
1/17

Section 108 Drawing Issue 19/05/18  
Rev Date

**Rolfe Judd**

Architecture Planning Interiors  
Old Church Court, Claylands Road, The Oval, London SW8 1NZ  
T 020 7596 1500  
www.rolfe-judd.co.uk

Client  
Greatplanet Limited

Project  
63 - 71 High Street  
Hampton Hill

Drawing  
Existing Site Location Plan

Scale	Date	Status
1:1000 (A3)	May 18	Planning
Job Number	5903	T(90) P00
Drawing Number		
Revision		

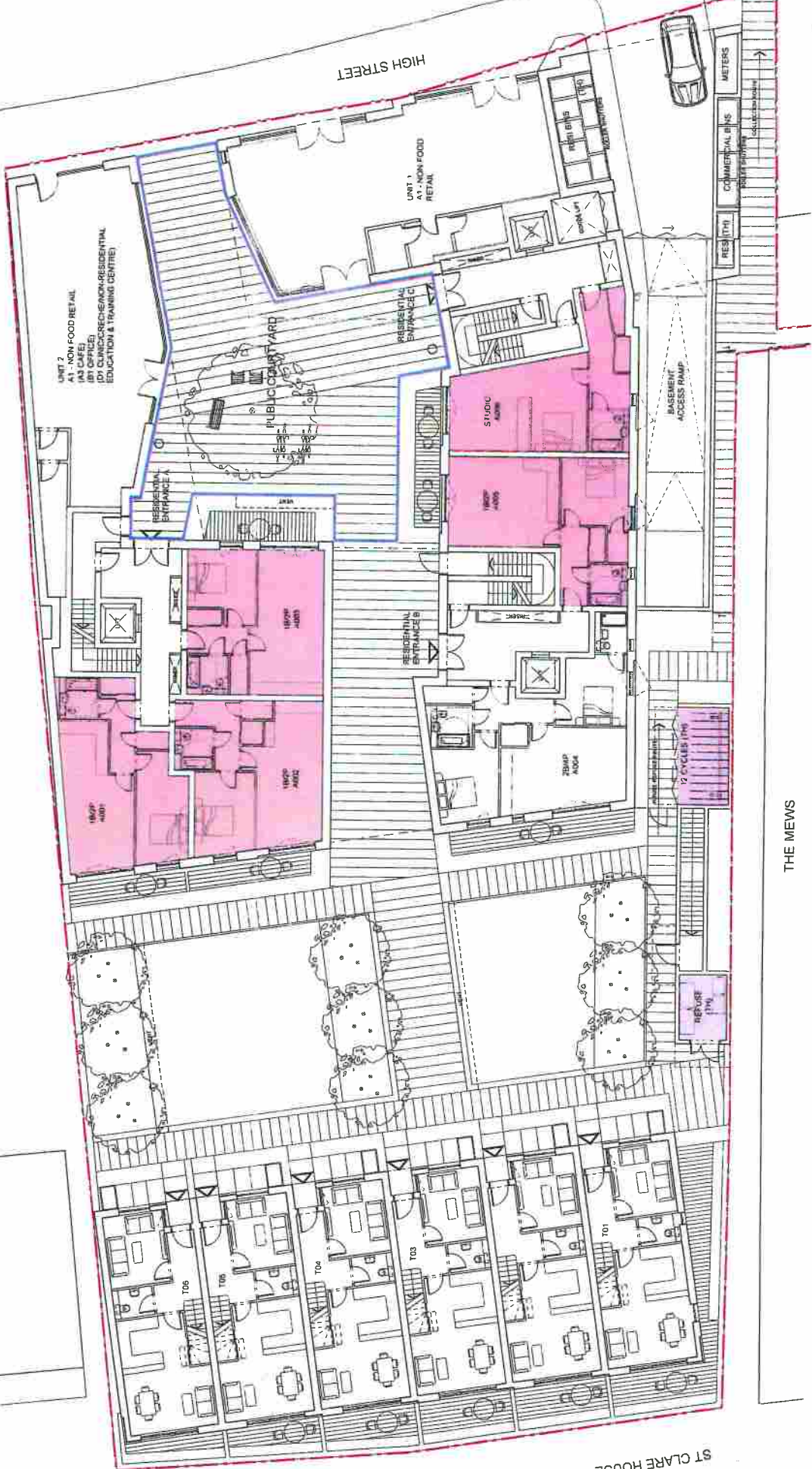
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10cm  
1  
2  
3  
4  
5

SL  
1/17

HIGH STREET



**Roiffe Judd**  
Architectural Planning Division  
Old Church Street, Chippingwood, Gloucestershire, GL50 1AA  
Tel: 01282 7536 100  
www.roiffejudd.co.uk

Project: Section 106 Public Courtyard  
Proposed Ground Floor Plan  
Scale: 1:100 (A1)  
Date: May 18 Planning  
Job Number: 6903  
Drawing Number: T(80) P200

Client: Graaplanet Limited  
Project: 63 - 71 High Street  
Hampton Hill

Drawn: [Name]  
Checked: [Name]  
Approved: [Name]

Scale: 1:100  
North Point

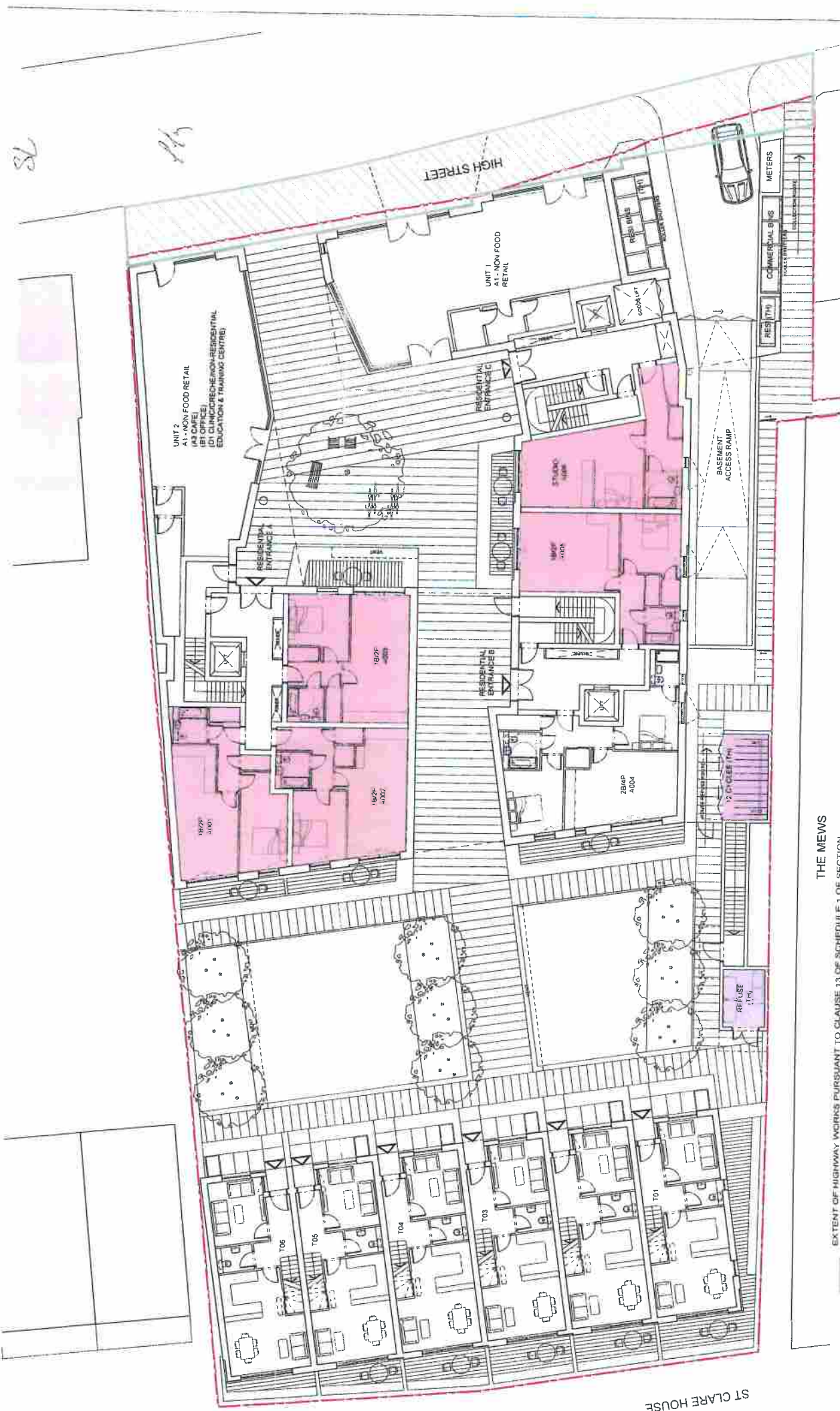
Notes:  
1. Contractor must check and confirm all dimensions and levels before construction.  
2. All dimensions are to face unless otherwise stated.  
3. All work shall be in accordance with current building regulations and all relevant codes of practice.  
4. New work to be indicated on drawings.

Public Courtyard

ST CLARE HOUSE

THE MEWS

100% FREE OFFICE  
All dimensions are to face unless otherwise stated.  
All work shall be in accordance with current building regulations and all relevant codes of practice.  
New work to be indicated on drawings.



**Rolfe Judd**  
 Architects Planning Interiors  
 80 Church Court, Uxbridge, Midd., Ux. 08 962 553 1033  
 www.rolfe-judd.co.uk

Drawing: Section 106 Highway Proposed Ground Floor Plan  
 Client: Greatplanet Limited  
 Scale: 1:100 (A1) May 18 Planning  
 Date: 6/3/2018  
 Location: 63-71, High Street Hampton Hill

Drawn: [Name]  
 Checked: [Name]  
 Date: 18/05/18  
 Project: Section 106 Drawing Issue

Rev: 01  
 Description: [Text]

Scale: 1:100  
 North Point  
 0 1 2 3 4 5 6 7 8 9 10 Meters

Key Plan

THE MEWS  
 EXTENT OF HIGHWAY WORKS PURSUANT TO CLAUSE 13 OF SCHEDULE 1 OF SECTION 106 DEED. WORKS TO INCLUDE CLOSURE OF EXISTING VEHICULAR CROSS OVER AND FORMATION OF NEW CROSS OVER WITH BE-INSTALLMENT OF FOOTPATH AND KERB IN MATERIALS, DETAILING AND WORKMANSHIP TO MATCH EXISTING HIGH STREET HAMPTON HILL GRANITE PAVING AND KERBS

The Contractor must check and confirm all dimensions in this drawing must be approved and received by the relevant authorities before any work is carried out. The Contractor must ensure that all work is carried out in accordance with the relevant standards and specifications. The Contractor must ensure that all work is carried out in accordance with the relevant standards and specifications. The Contractor must ensure that all work is carried out in accordance with the relevant standards and specifications.

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“Courtyard”	means that part of the Development shown edged blue on the Courtyard Plan
“Courtyard Plan”	means the plan attached to this Deed marked Courtyard Plan showing the location of the Courtyard
“Decision Notice”	means written notice from the Council confirming the level of the Carbon Offset Contribution
“Development”	the development described in the Planning Application
“Evidence”	evidence of carbon emission reductions based on TER, submitted by the Owner to the HDM comprising of (but not limited to photographs, copies of installation contracts and as-built worksheets prepared under SAP) or any other evidence sought to the satisfaction of the HDM
“Further Viability Appraisal”	a viability appraisal for the Development to be carried out in the same format and in general conformity with the approach taken in the Viability Appraisal
“HDM”	the Council’s Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function
“Highways Drawing”	means the plan attached to this Deed marked Highways Drawing showing the highway works in principle pursuant to paragraph 13 of Schedule 1 to this Deed
“Indexed”	increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date of this Deed and A represents the value of the same index as at the date of payment of the relevant contribution to the Council
“Initial Affordable Housing Contribution”	the sum of three hundred and eighty thousand pounds (£380,000) Indexed but in the event that a Material Start has not been made to the implementation of the Development within two years of the date of this Deed then such amended figure if greater as shall have been determined pursuant to a Further Viability Appraisal prepared by the Owner and

agreed with the Council or in default of agreement as shall have been determined by an Expert pursuant to Clause 5(m) of this Deed and for the avoidance of doubt such amended figure shall not be less than the sum of three hundred and eighty thousand pounds £380,000.

"LDF"	the saved policies of the Richmond upon Thames LDF Development Management Plan 2011
"Material Start"	the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance and relevant basement excavation works and any related temporary structural works; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; the erection of fences and hoardings and construction of temporary access and service roads; noise attenuation works; and other works and site establishment preparatory to the commencement of construction, including any operations permitted by the Town and Country Planning (General Permitted Development) order 1995
"Monitoring Fee"	the sum of £11,500
"Occupation"	the full and beneficial occupation a Unit (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly
"Owner"	means the person registered at the Land Registry with absolute title under the title numbers MX167761, SGL86628, SGL469556 as the proprietor of the freehold interest in the Property
"Payment Calculation"	determine as the Zero Carbon shortfall (tCO <sub>2</sub> /yr) for 30 years at £60/tCO <sub>2</sub>
"the Site Plan"	the plan attached to and forming part of this Deed showing the location of the Property
"Planning Application"	A planning application Council reference number 16/4553/FUL for the Demolition of existing buildings on site and erection 2 buildings (two to four-storeys in height), set around outer and inner landscaped courtyards, comprising of 6 townhouses, 35 flats and

	two commercial units on the High Street frontage (110 sq.m GIA) and (118sq.m GIA) for use as A1(retail: non-food) and/or A1/A3 (coffee shop) and/or B1 (offices) and/or D1 (non-residential education and training centre) together with the formation of a basement to provide ancillary car parking (48 spaces), cycle storage, refuse storage rooms and plant rooms. 71 cycle spaces provided throughout the site.
"Planning Permission"	a planning permission granted pursuant to the Planning Application
"Practical Completion"	means completion of all of the construction work that has to be done, prior to the Owner taking possession (excluding any snagging or other smaller items of work ordinarily falling to be completed by a contractor after the issue of a certificate or practical completion under a building or works contract) as evidenced by a certificate issued by the Owner's architect project manager or other professional under such contract (and Practically Complete and Practically Completed shall be construed accordingly).
"Property"	63-71 High Street Hampton Hill TW12 1NH outlined in red on the Site Plan
"Sale"	the sale of the freehold or the grant of a lease for a period of not less than 21 years at a nominal rent
"Sale Date"	the completion date of the first Sale of a Unit
"Standard Assessment Procedure or SAP"	is the methodology used to assess and compare the energy and environmental performance of dwellings
"Second Affordable Housing Contribution"	a sum calculated in accordance with the provisions of paragraphs 7 to 11 of the First Schedule to this Deed
"Target Emission Rate or TER"	the maximum allowable annual CO <sub>2</sub> emissions of the residential part of a notional building of same type, size and shape as the proposed building, based on Part L of the Building Regulations 2013. TER is expressed in annual Tones of CO <sub>2</sub> (tCO <sub>2</sub> )
"Unit"	the residential and commercial units to be formed as part of the Development
"Viability Appraisal"	the report on the financial viability of the Development prepared by Turner Morum and submitted in



confidence to the Council in relation to the Planning Application and to which the Council had proper regard in determining the Planning Application

“Working Days”

means Monday to Friday inclusive but excluding days which are public holidays

“Zero Carbon Shortfall”

the residual amount of regulated CO<sub>2</sub> emissions, produced by the residential parts of the building, following the application of on-site energy efficiency and renewable energy measures (equal to or greater than a 35% reduction) against TER; and upon practical completion of the Development. The Zero Carbon Shortfall is expressed as an improvement over the TER, but should not be more than 65% of the TER. Zero Carbon Shortfall is expressed in annual Tonnes of CO<sub>2</sub> (tCO<sub>2</sub>)

#### **WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application
- (2) The Owner is registered at the Land Registry with absolute title as the proprietor of the freehold interest in the Property
- (3) Policy CP15 of the LDF Core Strategy 2009 and DM H06 of the Development Management Plan provides that new development will be expected to provide for an affordable housing contribution generated by the development
- (4) Policy CP 15 of the LDF Core Strategy and policy DM HO 6 of the LDF Development Management Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (5) Policies DM TP2 and DM TP8 of the LDF Development Management Plan provides that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (6) Policy 5.2 of the London Plan (2016) provides that targets for carbon dioxide emissions reduction in buildings are expressed as minimum improvements over the TER outlined in the national Building Regulations leading to zero carbon residential buildings. Any shortfall should be offset through a contribution to the Councils Carbon Offset Fund

- (7) Policy DM DC 4 of the of the LDF Development Management Plan provides that the borough's trees and landscape will be protected and enhanced, and where trees are felled, the Council will normally require that an appropriate replacement be planted.
- (8) The Planning Application was submitted to the Council by Greatplanet Limited who has transferred the Property to the Owner and the Owner has entered into this Deed in order to secure the planning obligations contained in it in accordance with the LDF

**NOW THIS DEED WITNESSETH** as follows:-

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and section 16 of the Greater London Council (General Powers) Act 1974 and all other relevant powers and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act
2. THE Owner hereby UNDERTAKES to the Council:-
  - (a) to comply with the Owner's covenants in the First Schedule to this Deed;
  - (b) to pay the Council's legal costs in considering and approving this Deed in the sum of £[ ] within 28 days of the date of this Deed;
  - (c) to pay to the Council the Monitoring Fee prior to the making of a Material Start;
  - (d) to give at least seven (7) days' notice of the making of a Material Start to the implementation of the Development to the HDM;
  - (e) to give at least twenty-eight (28) days notice to the HDM of the first Occupation of any of the residential Units and similar notice on the Sale or Occupation (whichever shall first occur) of the thirtieth of the residential Units
  - (f) prior to Occupation to submit Evidence to the HDM confirming the level of Carbon Offset Contribution and not Occupy nor permit the Occupation of the Development until the Decision Notice has been served by the HDM on the Owner
3. The Council covenants with the Owner to comply with the covenants in the Second Schedule to this Deed

#### 4. GENERAL:-

##### *Miscellaneous declarations*

- (a) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" "the Owner" and "the Mortgagee" shall include their respective successors in title and assigns
- (d) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (e) This Deed takes effect on the date hereof

##### *Local land charge provisions*

- (f) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

##### *Reference to statutes and statutory instruments*

- (g) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

##### *English law applicable*

- (h) The construction validity and performance of this Deed shall be governed by English law

##### *Effect of revocation of planning permission*

- (i) The event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely

##### *Liability of subsequent owners and release of former owner*

- (j) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under it in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land) and for the avoidance of doubt the obligations in this Deed shall not (with the exception of the provisions in paragraphs 1 and 2 of Schedule 1 to this Deed) be binding and enforceable against the owners or occupiers of an individual residential Unit at the Property

*Effect of covenant*

- (k) Any covenant contained herein whereby the relevant party is not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing to be done and any covenant whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer such act or thing to be omitted to be done

*Contracts (Rights of Third Parties) Act 1999*

- (l) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or be capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definition of the Council and the Owner

*Resolution of Disputes*

- (m) In the event of any dispute arising in respect of any matter contained in this Deed save as to matters regarding its legal construction then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an independent person to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors ("the Expert") and such Expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and subject to the following provisions:
  - (i) the Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) days from the date of his appointment to act;
  - (ii) that the Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and his decision shall be given in writing within twenty eight (28) days of this appointment with reasons and in the absence of manifest error shall be binding on the said parties; and
  - (iii) the costs of any reference of any dispute shall be paid jointly by the Owner and the Council unless otherwise determined in the independent person's award.

*Planning permissions pursuant to section 73 of the Act*

- (n) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the

submission of a planning application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

*Interest on late payment*

- (o) If any payment due under this Deed is not paid within the timescales stipulated herein then interest shall be paid on such payment at the rate of 4% above the base rate of Barclays Bank plc from time to time in force from the date that the payment became due to the date of actual payment

*Community Infrastructure Levy*

- (p) The terms of this Deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

First Schedule  
[Covenants by Owner]

**Restriction on the Issue of On-Street Parking Permits**

1. Not to occupy or dispose of or allow any person to occupy or dispose of the Units unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place within a Controlled Parking Zone within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council
2. The Owner will ensure that all material published and any agreements, lease option licence entered into by it or its agents for the purpose of selling or letting Units notifies potential purchasers or tenants of the restrictions set out in paragraph 1 to this First Schedule to this Deed

**Carbon Offset Contribution**

3. To pay to the Council the Carbon Offset Contribution prior to the Occupation of any of the residential Units within the development

**CAVAT Contribution**

4. To pay the CAVAT Contribution prior to the Occupation of any Unit within the Development

## **Public Access to the Courtyard**

5. To allow public access on foot and with non-motorized bicycles without charge at all times to the area of the Development known as the Courtyard and shown outlined in blue on the Courtyard Plan such access to be from the date of substantial completion of the Development provided that the Owner may close parts of the Courtyard for such temporary period or periods as may be required for:

- (a) the maintenance, repair, renewal, cleaning or other works required to the Courtyard;
- (b) the rebuilding or redevelopment of any parts or parts of the land adjoining the Courtyard including the Development;
- (c) in cases of emergency or danger to the public;
- (d) in the interests of security;
- (e) in order to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (f) in accordance with any lawful requirement of the police or any other competent authority; or
- (g) any other sufficient cause approved by the Council in writing

Provided that any such closure or suspension of use as referred to in paragraphs 5(a) – 5(g) (inclusive) above shall be of the minimum area and for the minimum period reasonably practicable.

## **Affordable Housing**

6. To pay to the Council the Initial Affordable Housing Contribution prior to the making of a Material Start

7. After Practical Completion has been achieved and prior to Occupation or Sale (whichever shall first occur) (the "Trigger Date") of not more than 31 of the residential Units the Owner will appoint a consultant at the Owner's cost to prepare and submit to the Council a Further Viability Appraisal and the Council shall appoint an assessor to review the subsequent Further Viability Appraisal and the Owner shall meet the Council's reasonable costs incurred in connection with the subsequent Further Viability Appraisal within 14 Working Days of the Council issuing an invoice to the Owner for the said costs incurred

8. The Owner and the Council shall each have used their reasonable endeavours to ensure that the inputs for the Further Viability Appraisal shall have been agreed between the Council's assessor and the Owner's assessor as soon as practical and in any event within two months of the Trigger Date and for the avoidance of doubt the benchmark land value applied in the Further Viability Appraisal shall be that which was agreed in the Viability Appraisal (£4,317,750)

9. Within 28 days of the agreement of the inputs for the Further Viability Appraisal to complete the Further Viability Appraisal and submit the same to the Council for its approval together with such supporting information as is reasonably necessary to enable the Council and its advisers to assess the Further Viability Appraisal.

10. In the event that the Council approves the Further Viability Appraisal and the Further Viability Appraisal indicates that the scheme will produce a surplus (in accordance with the methodology set out in the Viability Appraisal) 50% of such surplus shall constitute the Second Affordable Housing Contribution and the Owner shall pay the same to the Council within 2 months of the date of receiving the Council's approval of the Further Viability Appraisal that confirms the agreed amount of the Second Affordable Housing Contribution in writing

11. In the event that the Council does not approve the Further Viability Appraisal then for the avoidance of doubt any dispute between the parties shall be resolved in accordance with the provisions of Clause 5(m) of this Deed and the Owner shall pay the amount determined by the Expert for the Second Affordable Housing Contribution to the Council within 2 months of the date of receiving the determination in writing of the Expert or such period as is otherwise agreed between the parties

12. The parties agree that in the event that the 31<sup>st</sup> residential Unit has not been Sold or Occupied within 10 years of the Trigger Date the obligations in paragraphs 7 – 11 (inclusive) above shall cease to bind the Owner

### **Highways Agreement**

13. Prior to Occupation to complete an agreement with the Council for the undertaking of works at Hampton Hill High Street as shown in principle on the Highways Drawing including in materials matching the adjacent parts of the footway, the repositioning of the existing crossover to the Property and such ancillary works as are required for the reconstruction of the footway as a result of the new location of the crossover

#### Second Schedule [Covenants by Council]

1. To issue the Planning Permission with 14 Working Days of the date of this Deed
2. To use the Monitoring Fee for the monitoring of the Owner's obligations contained in this Deed
3. To use the CAVAT Contribution for new street tree planting in the vicinity of the Property in the Council's Fulwell and Hampton Hill Wards
4. To use the Initial Affordable Housing Contribution and the Second Affordable Housing Contribution (if any) for the purposes of Affordable Housing
5. To use the Carbon Offset Contribution for the reduction of carbon emission in the Council's administrative area
6. If any part of the CAVAT Contribution has not been expended or contractually committed by the Council within 10 years of the date the Contributions have been paid in full then upon formal written request by the Owner to the Council the Council shall repay any unspent or uncommitted amount back to the Owner
- 7 To issue its Decision Notice confirming the level of Carbon Offset Contribution within 28 days of receipt of the Evidence.

The Common Seal of the **LONDON BOROUGH of RICHMOND UPON THAMES** was hereunto affixed in the presence of:



*[Handwritten signature]*

Authorized signatory

Seal register number: *28767/3*

**EXECUTED** as a **DEED** by

**GREATPLANET INVESTMENTS LIMITED** ..... Director

*[Handwritten signature]*

acting by a director in the presence of

*S Lomovtseva* ..... Print Name

Signature of Witness .....

*[Handwritten signature]*

Name ..... *S GALLAGHER*  
print name of witness

address

*LJ PARTNERSHIP  
9 CLIFFORD STREET  
MAYFAIR, LONDON  
W1S 2FT*