

For the following planning references could you please provide the available balance of the s106 contributions. Could the balance show how much is remaining for each contribution type (e.g. Planning Reference = abc123, Contribution type = affordable housing, Amount remaining = £300)

PLANNING REFERENCES

A/11/75372
 A/13/78636
 A/13/77899
 A/12/77592
 A/13/78296
 A/13/77906
 A/13/78428
 A/13/77906
 A/12/77462
 A/14/78972
 A/14/79165
 A/13/78700
 A/14/79922/OUTMAJ
 A/15/80681/OUTMAJ
 A/16/83078/OUTMES
 A/17/83721/OUTMAJ
 A/14/79838/MAJOR
 A/17/84752/MAJOR
 A/14/79165
 A/18/85923/MAJOR
 A/18/85368/MAJOR
 A/19/87665/MAJLA
 A/17/83702/OUTMES
 A/17/83484/MAJOR
 A/18/85185/MAJOR
 A/17/84108/OUTMAJ

Please see the accompany .csv file

Could you also add full S106 document to your portal as it was either missing or failed to load?

A/19/87665/MAJLA - Missing S106
 A/17/83702/OUTMES - Missing S106
 A/17/83484/MAJOR - Clause 8 missing
 A/18/85185/MAJOR - Missing S106
 A/17/84108/OUTMAJ - Missing S106
 A/12/76732 - Document wouldn't load
 A/10/74647 - Missing S106

The S106 Agreements for these planning applications have now been uploaded to the Council's website and can be viewed by using the reference number at the following link:

[Search and comment on planning applications \(wigan.gov.uk\)](https://www.wigan.gov.uk/search-and-comment-on-planning-applications)

For your reference the Council is currently experiencing a loading error associated with application 'A/12/76732'. Whilst we resolve this issue, please find accompanying this response the S106 Agreement associated with this planning application.

DATED 19th November 2012

- (1) THE WIGAN BOROUGH COUNCIL
- (2) PEEL INVESTMENTS (NORTH) LIMITED

TOWN PLANNING
APPROVED PLANS

RECEIVED: 19/11/2012

AGREEMENT

Pursuant to section 106 Town and Country
Planning Act 1990 relating to land at
Chaddock Lane, Astley
LPA Ref: A/12/76732

Ref: JRB.101554.003
Date: 17 September 2012

Ship Canal House
98 King Street
Manchester
M2 4WU

DX 14317 - Manchester 1

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www.gateleyuk.com

THIS AGREEMENT is made as a DEED the 19th day of November 2012.

PARTIES

- (1) **THE WIGAN BOROUGH COUNCIL** of Civic Buildings, New Market Street, Wigan, WN1 1RP (the "**Council**")
- (2) **PEEL INVESTMENTS (NORTH) LIMITED** (Company Registration Number 00187724) whose registered office is situate at Peel Dome, the Trafford Centre, Manchester, M17 8PL) (the "**Owner**")

WHEREAS:

1. The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated.
2. The Owner is the registered proprietor of the freehold interest in that part of the Land shown edged red on Plan 5 with title absolute registered at the Land Registry under title number MAN117935. The remainder of the Land is now within Land Registry title GM555049 and has a sub-station on it. The Owner's freehold interest includes the freehold reversion in the leasehold title MAN166689.
3. The Council granted the 2007 Planning Permission on the Land on the 7 September 2007 pursuant to application A/06/67659 submitted by the Owner. The 2007 Planning Permission was granted subject to conditions and subject to the 2007 Agreement.
4. On 24 October 2008 the Owner submitted planning application A/08/72144 to the Council to vary condition 2 of the 2007 Planning Permission.
5. The Council granted the 2009 Planning Permission on the Land on the 16 April 2009 pursuant to application A/08/72144. The 2009 Planning Permission was granted subject to conditions and subject to the 2009 Agreement.
6. The 2009 Agreement was a Supplemental Planning Obligation supplemental to the 2007 Agreement. The 2009 Agreement substituted a new plan 4 and a new Plan 5 for the original Plan 4 and Plan 5 contained within the 2007 Agreement and introduced a new Plan 6 (in respect of land ownership). The 2009 Agreement also introduced the Highways Maintenance Payment.
7. The 2009 Planning Permission by Condition 1 is subject to a condition that in the case of reserved matter, application for approval must be made not later than the expiration of 3 years beginning with the date of the permission and the development must be begun not later than the expiration of 2 years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.
8. The Owner wishes to extend the period for application for approval of reserved matters in order to extend the time limit for implementation of the 2009 Planning Permission by submitting a planning application pursuant to the Town and Country Planning (Development Management Procedure) (England) Order 2010 which came into force on 1 October 2010. The Order gives the Council power for the Planning Permission to be extended subject to a new time limit provided that the development has not yet begun and the planning permission was granted on or before 1 October 2009 subject to a time limit imposed by or under section 91 or section 92 of the Act.
9. The Owner submitted the Planning Application to the Council which was received by the Council on 29 March 2012. The Planning Application seeks Planning Permission for the Development on the Land.
10. The Planning Application is awaiting determination by the Council and the Owner wishes to enter into the planning obligations herein specified with the intention that if

the Council grants Planning Permission pursuant to the Planning Application the Council will be able to enforce the planning obligations pursuant to section 106 of the Act.

11. The 2007 Agreement was amended by the 2009 Agreement, and it has been considered preferable by the parties to enter into a new agreement rather than further amend the 2007 Agreement with a second supplemental agreement.
12. The Owner wishes to make provision in respect of highways, drainage, a financial contribution for highways maintenance and a potential travel plan.
13. The Council is satisfied that the obligations in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development, and fairly and reasonably related in scale and kind to the Development.
14. The Council is minded to grant the Planning Permission subject to the prior completion of this Deed and subject to the conditions set out in the draft decision notice attached hereto at Appendix 1.

THIS DEED WITNESSETH as follows:

1. Definitions

- 1.1 In this Deed unless the context otherwise requires the following words and expressions and phrases shall have the meanings hereby prescribed to them:

"The Act" The Town and Country Planning Act 1990 as amended

"Commencement of Development" The carrying out on the Land or any part thereof by any party of any material operation begun in accordance with the provisions of section 56(4) of the Act other than any works of demolition of a building or site clearance, preliminary drainage works, archaeological works, site or soil investigation, erection of site huts, erection of hoardings or fences, treatment and/or removal of any demolition material pursuant to the Planning Permission and the words "Commence" and "Commenced" shall be construed accordingly

"Commencement Date" The date Development Commences

"The Development" The extension of the time limit for implementation of the 2009 Planning Permission

"The Drainage Scheme" The scheme to be approved by the Council pursuant to paragraph 2 of Schedule One

"The Expert" An independent person appointed in accordance with the provisions of clause 12 to determine a dispute

"Highways Maintenance Contribution" The sum of forty eight thousand pounds (£48,000) Index Linked

"Index" Means the All Items Group (item reference CHAW) of the Retail Prices Index published by HM Government Office for National Statistics provided that during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or in default of agreement fixed by the President of the Law Society

on the application of any party) shall be used.

"Index Linked"		Increased (if applicable) in proportion to movements of the Index between the date of this Deed and the date the particular payment is made
"The Land"		The land shown edged red on Plan 1 being land at Chaddock Lane, Astley which comprises 17.9 hectares
"Interest"		Interest at the base lending rate of Barclays Bank Plc from time to time
"Occupation"		Occupation of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security occupations and "Occupied" and "Occupy" shall be construed accordingly
"Plan 1"		The plan marked "Plan 1" attached hereto
"Plan 2"		The plan marked "Plan 2" annexed hereto prepared by the Traffic, Transport and Highway Consultancy showing improvement to the junction of the A580/A572
"Plan 3"		The plan marked "Plan 3" annexed hereto prepared by the Traffic Transport and Highway Consultancy showing improvements to the junction of the A580/A577
"Plan 4"		The plan marked "Plan 4" annexed hereto prepared by the Traffic Transport and Highway Consultancy showing proposed bus stop improvements
"Plan 5"		The plan marked "Plan 5" annexed hereto
"Planning Application"		The application for Planning Permission given reference number A/12/76732 by the Council seeking Planning Permission on the Land for the Development
"Planning Permission"		The planning permission that may be granted pursuant to the Planning Application
"Reserved Matters Application"	Matters	Any application for reserved matters approval pursuant to the Planning Permission
"Travel Plan"		a travel plan that might be required pursuant to approval of a Reserved Matters Application
"Travel Contribution"	Plan	The sum of £2,500 being a contribution to the future management of the Travel Plan that might be required pursuant to approval of a Reserved Matters Application
"Working Day"		Any day (apart from Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday or other day during the Christmas period on which the Council's offices are closed to the public) on which

clearing banks in the City of London are open for the transaction of ordinary business and "Working Days" shall be construed accordingly

"2007 Agreement"

The agreement entered into between the parties pursuant to section 106 of the Act on the 28 August 2007

"2007 Planning Permission"

Planning permission granted by the Council pursuant to application A/06/67659 granted by the Council on 7 September 2007 being permission pursuant to an outline planning application by the Owner for an employment park comprising up to 31,500 square metres of Class B1, B2 and B8 uses (all matters reserved except access) on the Land

"2009 Agreement"

The agreement entered into between the parties pursuant to section 106 of the Act on 27 March 2009 being supplemental to the 2007 Agreement

"2009 Planning Permission"

Planning permission granted by the Council pursuant to application A/08/72144 granted by the Council on 16 April 2009 being permission to vary condition 2 of the 2007 Planning Permission to accord with revised masterplan and site access arrangement to outline application for an employment park comprising up to 31,500 square metres of Class B1, B2 and B8 uses (all matters reserved except access).

2. Interpretation

Unless the context otherwise requires:

- 2.1 Words incorporating the singular include the plural and vice versa and words importing any gender include every gender
- 2.2 References to natural persons are to include corporations and vice versa
- 2.3 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 2.4 References in this Deed to statutes shall include any statute amending re-enacting or made pursuant to the same as current and enforced from time to time.
- 2.5 If any provisions of this Deed shall be held to be invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected impaired or called into question.
- 2.6 References to "the parties" shall mean the parties to this deed and reference to "party" shall mean any one of the parties.
- 2.7 The Interpretation Act 1978 shall apply to this Deed.
- 2.8 The clause and paragraph headings and the recitals are purely to aid interpretation, are for reference purposes only, and have no binding legal effect.
- 2.9 Where in this deed a party includes more than one person any obligations of that party shall be joint and several.
- 2.10 The expressions "the Owner" and "the Council" shall include their respective successors in title and assigns.

3. Statutory Authority and Legal Effect

- 3.1 This Deed is made pursuant to section 106 of the Act and all other powers enabling which may be relevant for the purpose of giving validity to this Deed.
- 3.2 The obligations of the Owner in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council as local planning authority.
- 3.3 Subject to clause 3.4, the Owner covenants with the Council to the intent that this Deed shall be enforceable without limits of time (other than as expressly provided in this Deed) against the Owner in respect of that part of the Land shown edged red on Plan 5 and any person deriving title through or under the Owner to such Land or any part or parts of such Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 3.4 No person shall be bound by any obligations rights and duties contained in this Deed and/or be liable for any breach of a covenant and /or obligation contained in this Deed after they shall have parted with all interest in the Land or that part in respect of which that obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest.
- 3.5 The obligations covenants and undertaking in this Deed expressed to be given on the part of the Owner are not obligations covenants and undertakings that are binding on any part of the Land other than that shown edged red on Plan 5.
- 3.6 If the Planning Permission expires (within the meanings of sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Deed shall forthwith determine and cease to have effect.
- 3.7 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 3.8 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or under any other Act or any statutory instrument, order or bye-law in the exercise of its functions as a local authority.

4. Condition Precedent

- 4.1 The obligations contained in this Deed shall not be enforceable by the Council until the grant of the Planning Permission by the Council.

5. Obligations

- 5.1 The Owner covenants agrees and declares in respect of the Land shown edged red on Plan 5 as set out in Schedule One.

6. The Council's Covenants

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

7. Acknowledgement

- 7.1 The 2007 Agreement at the Second Schedule paragraph 3 contained obligations relating to the structural landscaping scheme being a scheme to be submitted to and approved by the Council. The Council acknowledges that this obligation has been dealt with by condition 14 of the 2009 Planning Permission and consequently does not need to be repeated in this Deed.
- 7.2 The 2009 Agreement at Schedule One contained obligations relating to the payment by instalments of the sum of £48,000 for the Highways Maintenance Payment. In this Deed the Highways Maintenance Payment is referred to as the Highways Maintenance Contribution. The Council acknowledges that a payment of £9,600 on

account of the Highways Maintenance Contribution was paid by the Owner to the Council on 31 March 2012 and that therefore the balance of the Highways Maintenance Contribution outstanding to the Council at the date hereof is thirty eight thousand four hundred pounds (£38,400) Index Linked.

7.3 The obligations contained in the 2007 Agreement and in the 2009 Agreement that have not been discharged are now set out in this Deed and are enforceable by the Council under the provisions of this Deed and are not enforceable under the provisions of the 2007 Agreement and the 2009 Agreement. This Deed shall be substituted for the 2007 Agreement and the 2009 Agreement which shall cease to have effect and shall be removed from the Register of Local Land Charges by the Council to be replaced in the Register of Local Land Charges by the obligations affecting the Land contained within this Deed.

8. **Contracts (Rights of Third Parties) Act 1999**

8.1 For the purposes of the Contract (Rights of Third Parties) Act 1999 nothing in this Deed shall confer on any third party any right to enforce any benefit or any terms of this Deed

9. **Local Land Charges**

9.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and may be registered as such against the Land

9.2 If the Planning Permission expires unimplemented, or is revoked, or if all obligations under this Deed have been discharged then the registered charge shall be treated as having ceased to have effect under rule 8 of the Local Land Charges Rules 1977 or any statutory re-enactment thereof and the Council shall cancel the registration.

10. **Notices**

10.1 Any notice consent or approval given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post or special delivery to the recipient at the address stated in this Deed or such other address for service as a party to be served may have previously notified in writing.

10.2 In the case of the Council, the address for service shall be upon the Council's Solicitor at the address aforesaid or such other person or such other address for service as shall have been previously notified by the Council to the Owner.

10.3 Each notice served in accordance with this clause shall be deemed to have been given or made and delivered if by delivery when left at the relevant address or if by letter 48 hours after posting.

11. **Jurisdiction**

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

12. **Resolution of Dispute**

12.1 In the event of any dispute arising between the parties, the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative from each party.

12.2 If the parties are unable to resolve the dispute amicably pursuant to clause 12.1, one party may by serving notice on all the other parties (the "Notice") refer the dispute to an Expert for determination.

12.3 The Notice must specify:

12.3.1 The nature basis and brief description of the dispute;

- 12.3.2 The clause or paragraph of this Deed pursuant to which the dispute has arisen; and
- 12.3.3 The name and address of the proposed Expert.
- 12.4 In the event that the parties are unable to agree whom should be appointed as an Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense.
- 12.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 12.6 The Expert will 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 later than 28 Working Days from the date of his appointment to act.
- 12.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.
- 13. Change in ownership**
- 13.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of the interest of the Owner in the Land shown edged red on Plan 5 such change in ownership occurring before all the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the land transferred by reference to a plan.
- 14. Payment of the Council's Costs**
- 14.1 The Owner shall pay the Council's reasonable legal costs for preparing this deed up to a maximum of £1,000.
- 15. Interest**
- 15.1 If any payment due under this deed is paid late, Interest will be payable from the date payment is due to the date of payment.
- 16. Community Infrastructure Levy**
- 16.1 If after the date of this Deed the Council implements the provisions relating to Community Infrastructure Levy pursuant to the Planning Act 2008 as amended and has a charging schedule that has been approved and taken effect and as a consequence thereof any obligations under this Deed or under any condition attached to the Planning Permission change or that the Owner must pay a sum of money to any person (whether HM Government or to the Council or otherwise) which would duplicate, add to or overlap with any obligation of a party under this Deed then the parties agree that the terms of this Deed may at the election of the party affected be modified to such extent (if any) as is necessary to provide terms which are financially and practically no less advantageous and no more onerous than the terms of this Deed as at the date that they are entered into.
- 16.2 If having regard to the Community Infrastructure Levy Regulations 2010 No. 948 as amended it is declared that any one of the Contributions is unlawful or invalid or should not have been taken into account in the determination of the Planning

Application by a court of competent jurisdiction then the clauses of this Deed relating to the relevant Contribution (s) shall be severed in accordance with clause 2.5 of this Deed.

Schedule One
Obligations of the Owner

The Owner in respect of the Land shown edged red on Plan 5 hereby covenants with the Council with the intent that these are planning obligations for the purposes of section 106 of the Act as follows:

1. Highways

- 1.1 The Development shall not be Commenced until the work shown on Plan 4 have been carried out, including the re-alignment of Chaddock Lane and provision of new improved footways and improvements to two bus stops on Chaddock Lane.
- 1.2 No more than six thousand three hundred square metres of building floor space to be constructed on the Land pursuant to the Development shall be Occupied until the works shown on Plan 2 and Plan 3 for improvements to the configuration of the A580 at the junction with the A572 and at the junction with the A577 have been fully implemented.

2. Drainage

- 2.1 The Development shall not be Commenced until the Drainage Scheme (being a scheme for the disposal of surface water and foul water drainage from the Land) has been submitted to and approved in writing by the Council.
- 2.2 The Owner will install the drainage works in accordance with the Drainage Scheme.

3. Highways Maintenance Contribution

- 3.1 The Owner shall pay the outstanding balance of the Highways Maintenance Contribution of £38,400 in 4 equal instalments each of £9,600 Index Linked on 31 March 2015, 31 March 2018, 31 March 2021, and 31 March 2024, these dates being the 3rd, 6th, 9th and 12th anniversary of the payment of the first instalment of the Highways Maintenance Contribution.

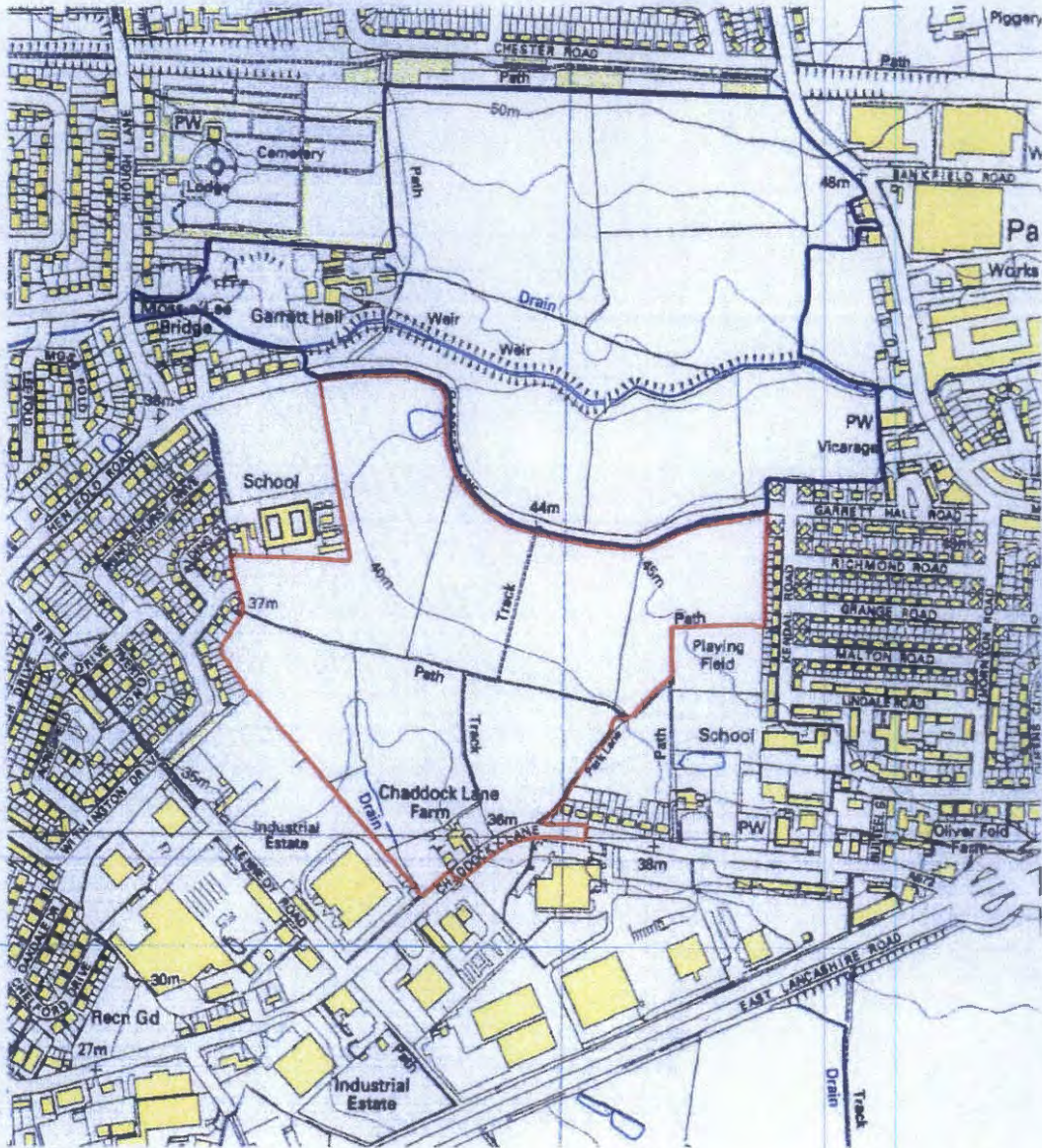
4. Travel Plan

- 4.1 In the event that the development authorised by any Reserved Matters Application requires a travel plan by virtue of policy A1B of the Council's replacement Unitary Development Plan, no part of the development carried out in accordance with the Planning Permission or planning permission granted pursuant to any Reserved Matters Application shall be Occupied unless and until the Owner has paid to the Council the Travel Plan Contribution.

Schedule Two
Council's Covenants

The Council covenants with the Owner as follows:

1. Highways Maintenance Contribution
 - 1.1 To pay each instalment of the Highways Maintenance Contribution into a separately identified interest bearing section of the Council's combined accounts as soon as reasonably practicable after receipt
 - 1.2 To use each instalment of the Highways Maintenance Contribution for the purposes of maintenance of the signals and additional infrastructure shown on Plan 4
 - 1.3 In the event that the Highways Maintenance Contribution has not been spent or committed for expenditure by the Council within 5 years following the date of receipt of each instalment of the Highways Maintenance Contribution the Council shall refund to the Owner any part of the Highways Maintenance Contribution which has not been spent or committed for expenditure, together with any accrued interest.



RANDALLTHORP
 CANADA HOUSE, 3 CHEMISTRY ST
 MANCHESTER, M1 5JW
 T: 0161 228 7721
 F: 0161 228 7232



KEY

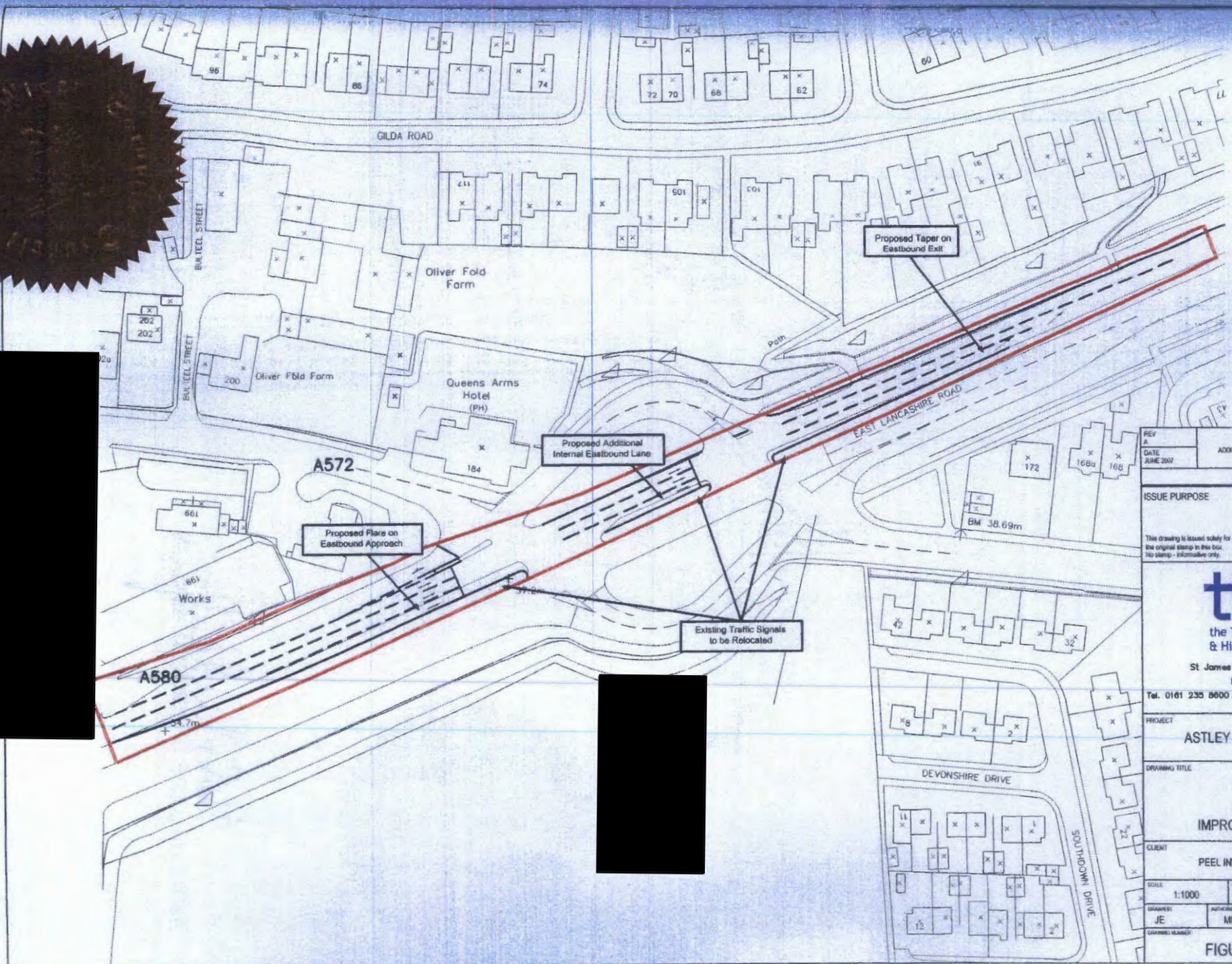
- Application Boundary
- Other Land Controlled by the Applicant

Astley Business Park

Planning Application
 Boundary

Drawn By: US Scale: 1:5,000 Date: 18/06/14
 Checked By: FT Dwg No: 2246-30





REV	DESCRIPTION	DRAWN BY
A	ADDITION OF RED LINE BOUNDARY AND LABELS	AD
DATE		AUTHORISED
JUNE 2007		ADF

AMENDMENTS

ISSUE PURPOSE

This drawing is issued solely for the purposes indicated by the original stamp in this box. No stamp - information only.



St James Building - Oxford Street
Manchester M1 6EJ
Tel. 0161 235 8600 Fax. 0161 235 8601 www.tthc.co.uk

PROJECT
ASTLEY EMPLOYMENT PARK

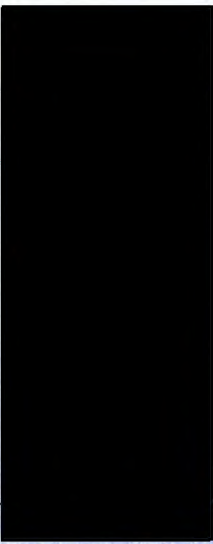
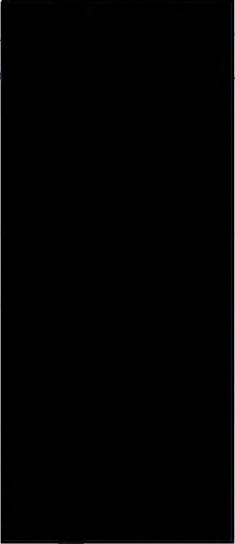
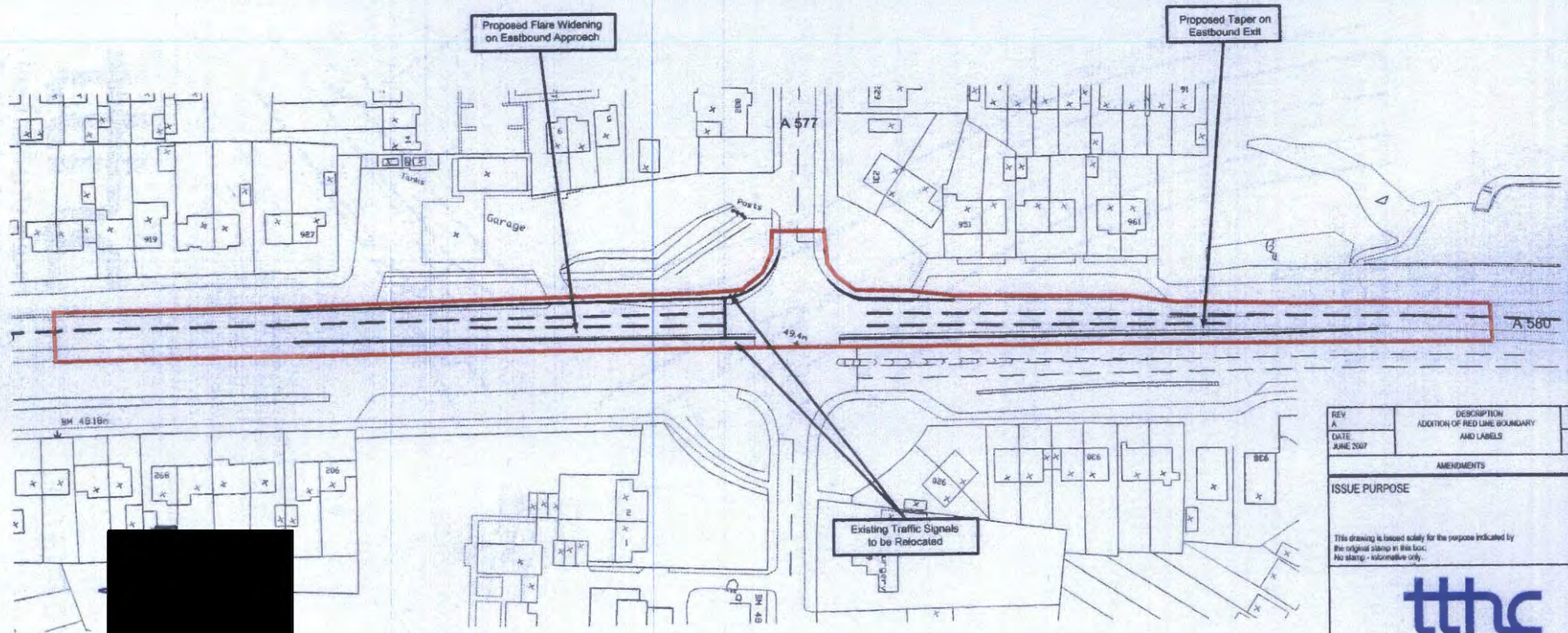
DRAWING TITLE
PROPOSED A580/A572 IMPROVEMENT SCHEME

CLIENT
PEEL INVESTMENTS (NORTH) LTD

SCALE	ORIGINAL PAPER SIZE	DATE
1:1000	A3	SEPT 2006
DRAWN BY	AUTHORISED BY	FILE REF
JE	MH	M06013-A-012A

REVISION
FIGURE 12 **A**

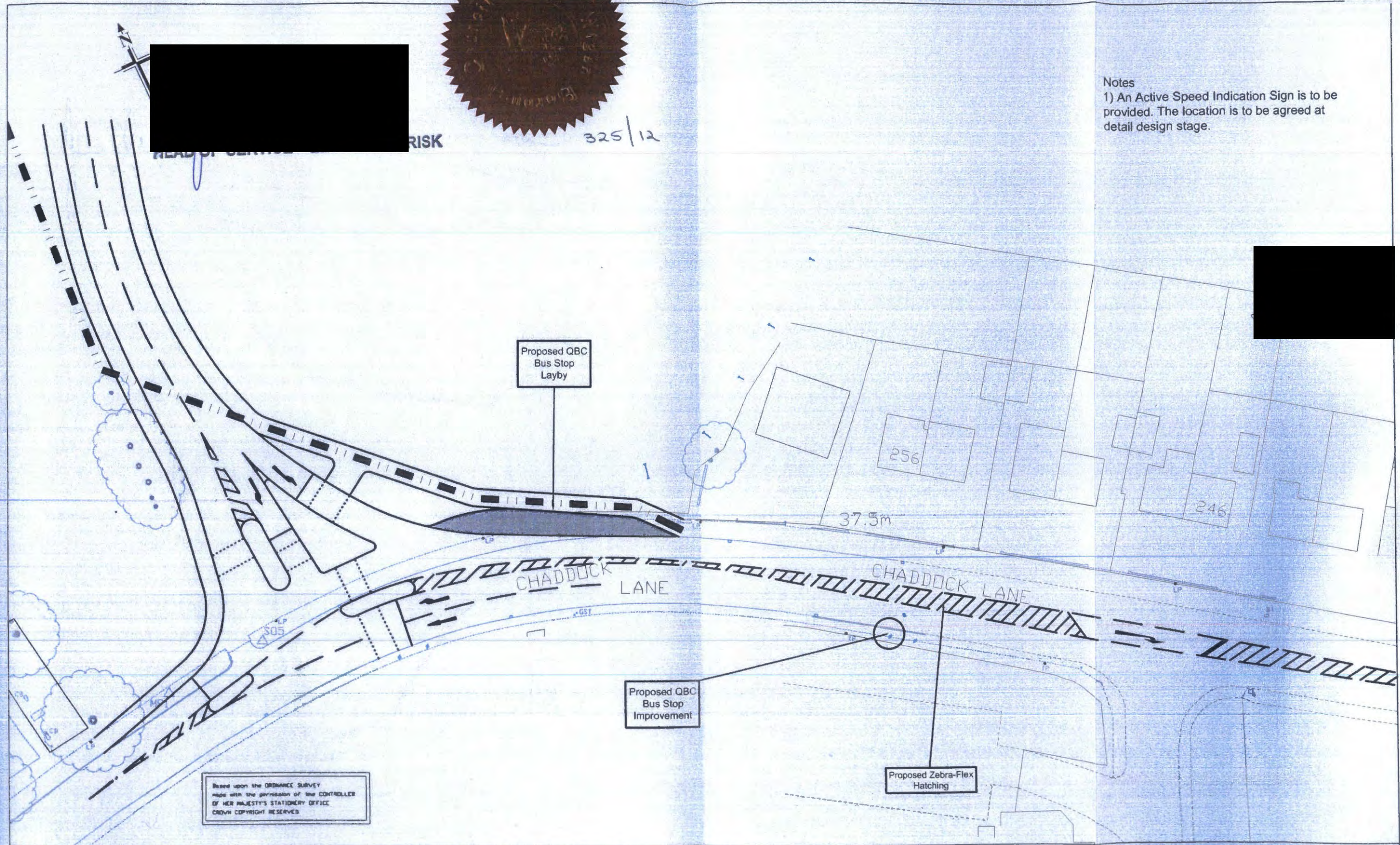
PLAN 2



325/1r

REV A	DESCRIPTION ADDITION OF RED LINE BOUNDARY AND LABELS	DRAWN UD
DATE JUNE 2007		AUTHORISED MH
AMENDMENTS		
ISSUE PURPOSE		
<p>This drawing is issued solely for the purpose indicated by the original status in this box. No stamp - informative only.</p>		
<p>the Traffic, Transport & Highway Consultancy</p> <p>St James Building - Oxford Street Manchester M1 6EU</p> <p>Tel. 0161 235 6600 Fax. 0161 235 6601 www.tthc.co.uk</p>		
PROJECT		
ASTLEY EMPLOYMENT PARK		
DRAWING TITLE		
PROPOSED A580/A577 IMPROVEMENT SCHEME		
CLIENT		
PEEL INVESTMENTS (NORTH) LTD		
SCALE	ORIGINAL PAPER SIZE	DATE
1:100	A3	SEPT 2006
DRAWN BY	AUTHORISED BY	FILE REF.
UD	MH	M06013-A-013A
DRAWING NUMBER	REVISION	
FIGURE 13	A	

SK



Notes
 1) An Active Speed Indication Sign is to be provided. The location is to be agreed at detail design stage.

Based upon the ORDNANCE SURVEY
 made with the permission of the CONTROLLER
 OF HER MAJESTY'S STATIONERY OFFICE
 CROWN COPYRIGHT RESERVED

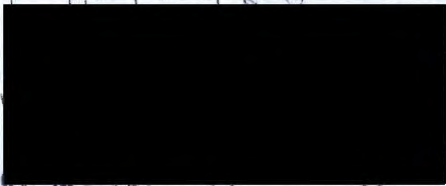


Drawing No.	M06013-A-030	Rev	A
Date	FEB 09	Rev Date	17/03/09
Drawn By	DJH	Authorised	MH
		Scale	1:500@A3

ASTLEY - II

PROPOSED BUS STOP IMPROVEMENTS

FIGURE 1



HEAD

RISK

325/12



IN WITNESS whereof the Council and the Owner have executed this Deed the day and year first before written

EXECUTED as a DEED by affixing)
THE COMMON SEAL of)
THE WIGAN BOROUGH COUNCIL)
in the)
presence of:)

[Redacted Signature]

HEA [Redacted] ISK



325/12

EXECUTED as a DEED)
by PEEL INVESTMENTS (NORTH))
LIMITED acting by:)

[Redacted Signature]

Director

[Redacted Signature]

Director/Secretary