- (1) CHARTER HOUSE INVESTMENTS LLP
 - (2) LUCILE LANETTE DE SAVARY
 - (3) IPSWICH BOROUGH COUNCIL
 - (4) SUFFOLK COUNTY COUNCIL

DEED OF VARIATION TO A UNILATERAL UNDERTAKING DATED 29 MARCH 2017
RELATING TO DEVELOPMENT AT FORMER CIVIC CENTRE SITE AND
ADJACENT CAR PARKS, CIVIC DRIVE, IPSWICH, SUFFOLK

MemeryCrystal

Memery Crystal LLP 165 Fleet Street London EC4A 2DY Tel: 020 7242 5905 Ref: C1027.0058

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This DEED is made the 28th of Fe Grown

2019 ZOLO

BETWEEN

- (1) **CHARTER HOUSE INVESTMENTS LLP** (registered company number OC339504) of Minerva House, Lower Bristol Road, Bath, BA2 9ER (the "Owner")
- (2) **LUCILE LANETTE DE SAVARY** of Noddings Farm, Combe Land, Chiddingfold, Surrey GU8 4XL (the "Chargee")
- (3) IPSWICH BOROUGH COUNCIL of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE (the "Council")
- (4) SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX (the "County Council")

BACKGROUND

- The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- The County Council is the local highway authority (except for trunk roads) and is also a local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- 3. The Owner is the freehold owner of the Property subject to a charge in favour of the Chargee.
- 4. The Chargee is registered proprietor of the charge dated 16 September 2015 referred to in entry numbers 4 and 5 of the charges register of title number SK297768 (affecting also other titles) and has agreed to enter into this Deed to give its consent to its terms.
- 5. On 31 March 2017 the First Planning Permission was granted subject to conditions in relation to the Property following completion of the Principal Undertaking.
- 6. The Owner has submitted under section 73 of the TCPA 1990 under reference 18/00773/VC a planning application to vary conditions 1, 4, 5 and 6 of the First Planning Permission and the Council resolved to grant permission on 12 December 2018 subject to

the completion of this Deed to ensure that the Second Development is undertaken subject to the Principal Undertaking as varied by this Deed.

- 7. This Deed is supplemental to the Principal Undertaking.
- 8. The Parties have agreed to modify the Principal Undertaking in the manner set forth in this Deed.

NOW THIS DEED WITNESSES as follows:

1. Interpretation

- 1.1 Words and expressions defined in the Principal Undertaking shall unless the context otherwise requires bear the same meaning in this Deed.
- 1.2 Save as expressly varied and provided for by this Deed, the provisions of clauses 1 and 14.2 in the Principal Undertaking regarding interpretation shall apply to this Deed.
- 1.3 In this Deed the following words and expressions shall have the following meanings:

"Commenced"

means the carrying out of a material operation (as defined in section 56(4) of the TCPA 1990) in connection with the Second Development save that for the purposes of this Deed and for no other purpose; operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not be included and the words "Commence" and "Commencement" shall be construed accordingly;

First Planning Permission" means the planning permission granted by the

Council pursuant to reference 15/00831/FUL dated

31st March 2017

"Principal Undertaking" means the unilateral undertaking dated 29 March

2017 given by (1) Charter House Investments LLP and

(2) Lucile Lanette De Savary to (3) Ipswich Borough

Council and (4) Suffolk County Council

"Second Development" means the Development to be carried out pursuant

to the Second Planning Permission

"Second Planning Permission" means the planning permission to be granted by the

Council substantially in the same form as appended

to this Deed at Appendix 1

2. Legal Effect

- 2.1 This Deed is made pursuant to sections 106 and 106A of the TCPA 1990, and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers and enactments that may be relevant for the purpose of giving validity to this Deed with the intent that the Principal Undertaking shall be varied as hereinafter provided.
- 2.2 The obligations and restrictions in the Principal Undertaking as varied by this Deed:
 - (a) are covenants and planning obligations to which the statutory provisions referred to in clause 2.1 of the Principal Undertaking apply;
 - (b) relate to the Property;
 - (c) are enforceable by the Council as local planning authority; and the County Council as highway authority
 - (d) shall be binding on the Owner and their successors in title and assigns deriving title under them PROVIDED THAT no person shall be liable for any breach of any

covenant or obligation contained in this Deed after it has parted with all of its interest in the Property save in relation to any antecedent breach.

2.3 Nothing in this Deed shall fetter, prejudice, or affect the rights, powers, duties, and obligations of the Council and/or the County Council in the exercise of its functions as a local planning authority and highway authority respectively.

3. Commencement

- 3.1. With the exception of Clauses 4 and 7 of this Deed (which shall come into effect on the completion of this Deed) none of the terms of this Deed shall come into effect unless and until:
 - a) the Council has granted the Second Planning Permission; and
 - b) the Second Planning Permission is Commenced.

4. Notification of Commencement

The Owner covenants to give the Council and the County Council written notice within 15 Working Days' notice of Commencement of the Second Planning Permission, such notice to be given in accordance with clause 12 of the Principal Undertaking.

5. Variation of the Principal Undertaking

- 5.1 Save as varied by this Deed, the Principal Undertaking shall remain in full force and effect.
- 5.2 From the date of this Deed, the Principal Undertaking shall be varied, read, and construed in the manner provided for in the Schedule to this Deed.
- 5.3 The parties covenant with each other to give full force and effect to this Deed in the interpretations, performance, and enforcement of the obligations contained in the Principal Undertaking.

6. Determination of Deed

This Deed shall be determined and have no further effect if the Second Planning Permission:

- (a) is varied or revoked other than at the request of the Owner; or
- (b) is quashed following a successful legal challenge.

7. Costs

The Owner shall pay on or before completion of this Deed the Council's and the County Council's reasonable and proper legal costs and disbursements incurred in connection with the completion of this Deed.

8. Chargee's Consent

The Chargee consents to the completion of this Deed and acknowledges that from the date of this Deed the Property shall be bound by the terms of this Deed, as if it had been executed and registered as a land charge prior to the creation of the Chargee's interest in the Property.

9. Endorsement

Promptly following completion of this Deed the parties shall endorse a memorandum of variation on the Principal Agreement in the following terms:

"This Agreement has been varied by a supplemental agreement dated [DATE] and made between (1) Charter House Investments LLP (2) Lucile Lanette De Savary (3) Ipswich Borough Council and (4) Suffolk County Council".

10. Local Land Charge

This Deed is a local land charge and shall be registered as such by the Council.

11. <u>VAT</u>

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

12. Contracts (Rights of Third Parties) Act 1999

It is hereby agreed between the parties that the Contracts (Rights of Third Parties) Act

1999 shall not apply to this Deed and no person other than the parties to this Deed (any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

13. <u>Jurisdiction</u>

This Deed is governed by the law of England and Wales and the parties agree in the case of a dispute not capable of being resolved by them to submit to the jurisdiction of the English Court.

IN WITNESS whereof the parties hereto have executed this DEED on the day and year first before written

SCHEDULE

Variation of the Principal Undertaking

- 1. The parties agree that the Principal Agreement shall be varied as follows:
- 1.1. Recital E shall be deleted and replaced with the following:

"The Council granted the First Planning Permission on 31 March 2017."

1.2. A new Recital numbered E1 shall inserted as follows:

"The Owner has submitted under section 73 of the TCPA 1990 under reference 18/00773/VC a planning application to vary conditions 1, 4, 5 and 6 of the First Planning Permission and the Council resolved to grant permission on 12 December 2018 subject the completion of a deed of variation to this Deed, a copy of which is attached at Annex D."

1.3. Recital (F) shall be deleted and replaced with the following:

"The Owner has commenced the Development of the Property pursuant to the First Planning Permission and pursuant to Section 56 (4) of the TCPA 1990 and now intends to continue the development of the Property pursuant to the Second Planning Permission".

- 1.4. Clause 1.1 of the Principal Undertaking shall be varied as follows:
 - 1.4.1 The definition of "Highways Contribution" shall be deleted and the following definition shall be inserted:

"Highways Contribution: the sum of £75,000 Index Linked towards a future Civic Drive crossing or such other means that the County Council considers will assist pedestrian movement".

1.4.2 The definition of Planning Permission shall be deleted and replaced with the following wording:

"Planning Permission: the First Planning Permission as varied by the Second Planning Permission"

1.4.3 The following definitions shall be inserted:

"First Planning Permission: means the planning permission granted by the Council pursuant to reference 15/00831/FUL dated 31st March 2017

"Second Development: the development of the Property for the redevelopment of area above Spiral Car Park to create 'Theatre Square' incorporating a single-storey restaurant (A3 use), four terrace levels, pedestrian crossing over Civic Drive; associated cycle parking, lighting, landscaping, and demolition in conjunction with refurbishment of Spiral Car Park and change of use of vacant Civic Centre site to public pay and display car park (existing consent IP/14/00271/FUL), both car parks for a temporary period of 5 years with associated landscaping/surfacing and lighting as set out in the Second Planning Permission for revised layout landscaping and lighting, revised building for community, theatre participation, office and studio use in place of restaurant and servicing, drop off point in lieu of pedestrian crossing and extension of temporary parking for 10 years." ."

"Second Planning Application: an application for planning permission to develop the Property registered by the Council on 28 August 2018 under reference number IP/18/00773/VC."

"Second Planning Permission: the planning permission to be granted by the Council pursuant to the Second Application, a draft of which is appended hereto at Annex C."

1.5. The definition of "Relevant Date" shall be deleted and the following definition shall be inserted:

"Relevant Date: the date of grant of the Second Planning Permission".

1.6. The definition of "Works" shall be deleted and the following definition shall be inserted:

"Works: completion of the public square upgrading external works and landscaping fronting the New Wolsey Theatre within the Property and as shown on the plans approved pursuant to the First Planning Permission as varied by the Second Planning Permission as appropriate, with any conflict between these plans to be resolved in favour of the Second Planning Permission

1.7. Clause 3.2 shall be deleted and replaced with the following wording:

"In the event that the Owner does not comply with clause 3.1 above then the Owner shall (unless otherwise agreed in writing with the Council) close the Extended Car Park and shall not continue to use the Extended Car Park for its intended use pursuant to the First Planning Permission as varied by the Second Planning Permission until the Works are completed to the written confirmation of the Council."

1.8. Clause 3.4 shall be deleted and replaced with the following wording:

"In the event that the Owner does not comply with clause 3.3 above then the Owner shall close the Extended Car Park and shall not continue to use the Extended Car Park for its intended use pursuant to the First Planning Permission as varied by the Second Planning Permission until the Owner has complied with Clause 3.3 or unless otherwise agreed in writing with the Council."

- 1.9. The Plan annexed to the Principal Agreement shall be deleted and replaced with the plan numbered 392_301_REV B appended to this Deed as Appendix 2.
- 1.10. The Second Planning Permission appended to this Deed at Appendix 1 shall be inserted as a new Appendix C to the Principal Undertaking.
- 1.11. Following its completion, a copy of this Deed shall be inserted as a new Appendix D to the Principal Undertaking.

The Common Seal of Ipswich Borough Council was affixed to this deed in the presence of:



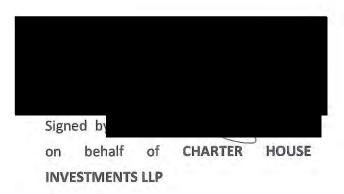
Authorised signatory

The common seal of Suffolk County Council was affixed to this deed in the presence of:

Authorised signatory



Executed as a deed by CHARTER HOUSE INVESTMENTS LLP acting by LUCILE LANETTE DE SAVARY, duly authorised by CARNEGIE INVESTMENT ASSET MANAGEMENT LIMITED to sign on its behalf as member of CHARTER HOUSE INVESTMENTS LLP in the presence of:



Nitness signature		
M		
Vitness name:		
Mitnoss engunation		
Witness occupation:		
Executed as a deed by		
DE SAVARY in the presence of:		
Witness name;	Chargee	
		11
Witness occupation:	Witness	

Appendix 1

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015



To:

Mr David Warden

DWG Planning

Welland House

1 The Green

Weston By Welland

Market Harborough

LE16 8HS

Agent for:

Charterhouse Investments LLP

Application Reference: IP/18/00773/VC

GRANT OF FULL PLANNING PERMISSION

Ipswich Borough Council, as local planning authority, hereby **GRANT** Full Planning Permission for:

Variation of Conditions 1,4,5 and 6 of Planning Permission IP/15/00831/FUL, redevelopment of Spiral Car Park to create Theatre Square, for revised layout landscaping and lighting, revised building for community, theatre participation, office and studio use in place of restaurant and servicing, drop off point in lieu of pedestrian crossing and extension of temporary parking for 10 years.

at: Former Civic Centre Site And Adjacent Car Parks Civic Drive Ipswich Suffolk

in accordance with your application reference: IP/18/00773/VC received 28.08.2018.

By virtue of Section 91 of the Town and Country Planning Act, 1990 this permission is granted subject to the condition that the development to which it relates must be begun not later than the expiration of three years beginning with the date of this notice.

This permission is also subject to the following condition(s): -

1. The development shall be carried out in accordance with the details shown on the following submitted drawings and Construction Management Plan, and the requirements of any succeeding conditions:

392_301 Rev B

392 302 Rev B

392_303 Rev B

392 310 Rev C

392_311 Rev A

392_320 Rev B

392 321 Rev B

392_330 Rev B

392 361 Rev A

392_362 Rev B

- 2. Within six weeks of the date of this permission, details of landscaping of the temporary car park and roundabout shall be provided for approval to the Local Planning Authority. The approved scheme of landscaping shall be carried out within the first planting season. Any trees or planting making up the approved landscaping which die or are removed within the lifetime of this permission shall be replaced in the first available planting season in accordance with a specification to be firstly submitted to and approved by the Local Authority
- 3. Within four weeks of the date of this permission, details of the following (as shown at 3(i) below) shall be provided to the Local Planning Authority for approval. The approved details shall be implemented within two months of the date of approval, and maintained at all times when the car park is in use:
- (i) The specification details for electric vehicle recharging.

The following works (which have already been implemented in accordance with approved plan reference: - 301_110 Revision X (under the original application - IP/15/00831/FUL), shall be retained, as approved for the lifetime of this permission.

- (ii) The pedestrian routes and connections, including signage and surface markings from the car park to the public highway.
- (iii) Car Park signage indicating no entry and appropriate vehicle speed (including the signage for the town centre 20mph zone).
- (iv) The visibility splays at each access/egress point. Notwithstanding the provisions of Part 2 Class A of the Town & Country Planning (General Permitted Development) Order 2015 (as amended) no obstruction over 0.6 metres high shall be erected, constructed, planted or permitted to grow within the areas of the visibility splays.
- (v) The areas within the site reserved for the purposes of manoeuvring and parking for service vehicles, disabled car parking, Powered Two Wheel vehicle parking, and cycle parking.
- (vi) The lighting electricity service runs (showing no ducting within the public highway).
- 4. No development above slab level of the hereby approved new building shall take place until such time as the following details have been submitted to and agreed in writing with the Local Planning Authority. The development shall only be implemented in accordance with the agreed details and any agreed works shall be carried out in their entirety before the development is first occupied:
- (i) Precise details of external facing and roofing materials.
- 5. Prior to any of the hereby approved public realm improvements being first carried out, details of the following shall be submitted to and approved by the Local Planning Authority:-
- (i) Samples of all facing and external materials and lighting specification/details based on the submitted Landscape Statement, and
- (ii) Landscaping, including watering systems and maintenance arrangements. Any plants which die or are removed within the lifetime of this permission shall be replaced in the first available planning season in accordance with a specification to be firstly submitted to and approved by the Local Planning Authority.

The agreed details shall be fully implemented and maintained in accordance with manufacturer's specifications.

6. The hereby approved temporary car park use on the site of the former Civic Centre building and adjacent public car park accessed off Black Horse Lane shall cease use on or before 31st March 2031. Both car parks shall be short-stay car parks only, with financial disincentives in place to discourage the parking of vehicles for periods of more than 4 hours. To this effect the tariff for stays exceeding 5 hours shall be a minimum of £12.00. The tariffs payable (including the charge of £12.00 or more for stays of more than 4 hours) shall be clearly displayed on notices at all pay points, at all times.

The reasons for the above condition(s) are as follows: -

- 1. For the avoidance of doubt and in the interests of proper planning.
- 2. In the interests of protecting and enhancing the visual amenity and biodiversity within the locality of the site. The site has lost a number of trees within Chapman Lane and as such, and in order to protect the special amenity of this part of Ipswich replacement planting is necessary.
- 3. The details of the condition are necessary in order to protect highway safety in an around the site.
- 4. The external appearance of the approved new building will be required to be appropriately finished, and built in a sustainable manner in order that it has a positive contribution to the local environment, and the visual amenity of the surrounding area.
- 5. In order that the Civic Centre site will have a positive contribution to the visual amenity of the area.
- 6. Long stay car parks would be contrary to adopted DM18 and a permanent car park would be contrary to the adopted Local Plan which allocates the site for retail use. The proposed temporary car park is contrary to adopted policy SP17 but given the major public realm improvements also proposed, is considered acceptable.

INFORMATIVES

- 1. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
- 2. A section 106 agreement dated >>>????>>> and provisions thereof has been agreed under the terms of the Town and Country Planning Act 1990, and directly relates to this planning permission.
- 3. The works within the public highway, including the footpath between the Wolsey and Black Horse Lane Car Parks, and the town centre 20mph zone signage will be required to be designed and constructed in accordance with the County Council's specification. It is an OFFENCE to carry out any works within the public highway, which includes a Public Right of Way, without the express permission in writing of the Highway Authority. Any conditions which involve work within the limits of the public highway do not give the applicant permission to carry them out. The applicant may need to enter into legal agreement(s) with Suffolk County Council as Highway Authority before any such works are carried out. The SCC Development Management Engineer dealing with this can be contacted by telephone 01473 260862. Unless otherwise agreed in writing all works within the public highway shall be carried out by Suffolk County Council at the applicant's expense. A fee is payable to the Highway Authority for the assessment and inspection of works and improvements deemed necessary due to the proposed development.
- 4. Considering submitted drawing number 392_310 Revision B the following points are noted:
- i) The bin store door opens out over areas of highway, section 153 of the Highways Act 1980 makes it an OFFENCE to put up doors, windows or gates that open out over the highway.

This needs to be reviewed.

An existing lamp column is positioned to the front of the bin store, the re-location of this should be discussed further with Neil Evans, Suffolk County Council Lighting Engineer,

Summary of Development Plan policies and proposals relevant to this decision: -

Core Strategy and Policies DPD (2017) - Policies CS2 (The Location and Nature of Development), CS3 (IP-One Area Action Plan), CS5 (Improving accessibility), DM1 (Sustainable Development), DM2 (Decentralised Renewable or Low Carbon Energy), DM5 (Design and Character), DM10 (Protection of Trees and Hedgerows), DM17 (Transport and Access in New Developments), DM18 (Car and Cycle Parking), DM20 (The Central Shopping Area), DM22 (Town Centre Uses outside the Central Shopping Area), DM26 (Protection of Amenity).

Site Allocations and Policies DPD (Incorporating IP-One Area Action Plan) DPD (2017):-

Site IP040-Civic Centre Area

Allocation of site for retail led mixed use.

SP1 - The Protection of Allocated Sites

SP2 - Land allocated for housing

SP10 - Retail Site Allocation

SP17 - Town Centre Parking

Other Guidance:-Suffolk Guidance for Parking - Technical Guidance (2015) Cycling Strategy (2016)

Dated:

Signed:

Martyn Fulcher BSc (Hons) PGDip MRTPI Head of Development Grafton House 15-17 Russell Road Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

NOTES

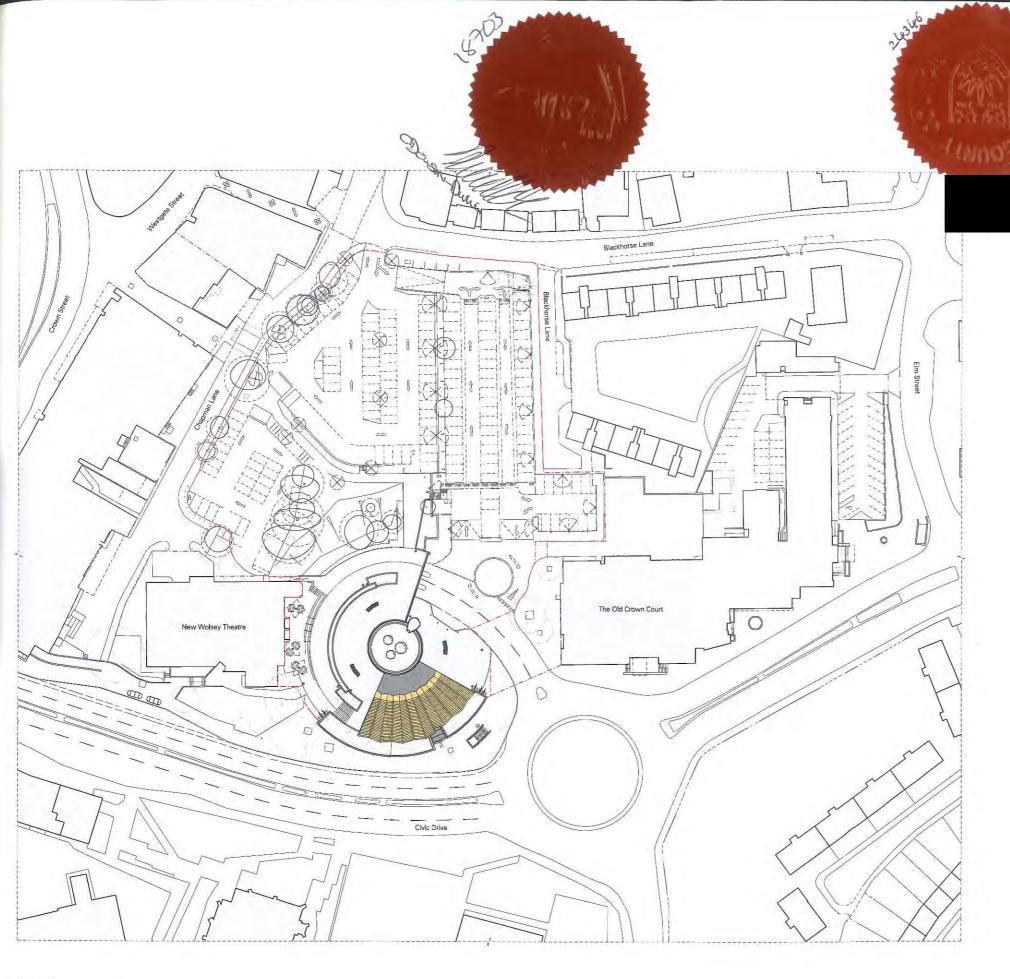
- If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- 2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within 28 days of the date of this
- 3. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your Local Planning Authority's decision on your application, then you must do so within; 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires
- If this is a decision to refuse planning permission for a householder application, if you want to appeal 4. against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this

notice.

- 5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
- 6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at www.planningportal.gov.uk/pcs
- 7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- 8. The Secretary of State need not consider an appeal if it seems to the Secretary of State that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- 9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.
- 10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- 11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

In making this decision the Council has positively addressed the National Planning Policy Framework 2019.

Appendix 2







Planning

General Arrangement Drawing

Project			
Westgate Square, IP1 2AS			
Drawing			
Proposed Wider Site Plan			
Scale	Date		
1:500 @ A1, 1:1000 @ A3	Jun 2018		
Drawing number	Revision		
392 301	В		

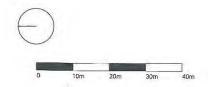
Rev	Date	Drawn	App	Notes
	27.07 2018	JR	JS	PLANNING
A	23.11 2018	JS	PW	PLANNING
В	12.07 2019	JS	PW	PLANNING
				1

Drawing Key

---- Planning Application Boundary

---- Property Boundary

Memery Crystal LLP
Authorised by Carnegie Investment
Asset Management Limited, acting by
Lucile Lanette De Savary,
unher capacity as director.



Waind Gohil + Potter Architects 27 Bulwer Street London W12 BAR Phone +44 (0)20 8735 5367 Email mail@wgpa.co.uk www.wgpa.co.uk Do not scale. Use fligured dimensions only. Confirm all dimensions on site

awing References

 Site Plan refer to
 392_000

 Existing drawings refer to
 392_001

 GA Site layouts & section drawings refer to
 392_301

awings and latest revisions

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