SUFFOLK COUNTY COUNCIL

(1)

- and -

SALBOY BP SPV 20 LIMITED

(2)

AGREEMENT

made pursuant to Sections 278 and 38 of the Highways Act 1980 and any other enabling power relating to the development of land known as Student Union Club, Rope Walk, Ipswich, Suffolk, IP4 1NA

Nigel Inniss
Monitoring Officer and Assistant Director – Governance, Legal and Assurance
Suffolk County Council
Endeavour House
8 Russell Road
Ipswich
Suffolk
IP1 2BX

Ref: AS/72766/LEGAL

- (1) SUFFOLK COUNTY COUNCIL of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("the County Council")
- (2) SALBOY BP SPV 20 LIMITED (company number 12727490) of Unit 2 Block C, 14 Hulme Street, Salford, Greater Manchester, England, M5 4ZG ("the Owner")

RECITALS AND DEFINITIONS

A. In this Agreement unless the context otherwise requires the following words shall have the following meanings:-

"1980 Act"	Means the Highways Act 1980 (as amended)
"Cash Deposit"	Means the cash deposit for all of the Highway Works such cash deposit to be held by the County Council should the Owner default in the execution of its obligations to carry out the Highway Works and to maintain the same in accordance with the provisions of this Agreement then the County Council will call upon the Cash Deposit to provide the full sums necessary to carry out and maintain the Highway Works
"Cash Deposit Figure"	Means sum of £36,443.92 (Thirty-Six Thousand, Four Hundred and Forty-Three Pounds, and Ninety-Two Pence) being the cost of the Highway Works plus 10 per cent
"Certificate of Final Completion"	Means any of the certificates referred to in paragraph 2.13 of this Agreement
"CDM Regulations"	Means the Construction (Design and Management) Regulations 2015 (SI 2015/51)
"Commuted Sums"	Means the sum of £1,004.50 (One Thousand Four Pounds and Fifty Pence) which is calculated towards the cost of the County Council's future maintenance liability of the Highway Works.

"Director"	Means the County Council's Executive Director of Growth, Highways and Infrastructure or other officers of the County Council acting under his hand
"Highway Works"	Means the works detailed on the Works Drawings and as set out in Schedule 2 of this Agreement
"Plan"	Means the plan annexed at Schedule 1 hereto with reference number 1493/16/01 J
"Site"	Means land known as Student Union Club, Rope Walk, Ipswich, Suffolk, IP4 1NA shown edged red for identification only on the inset within the attached Plan
"Substantial Completion"	Means complete to the reasonable satisfaction of the Director and so that the Highway Works can be used for the purpose and operate in the manner for which they were designed, and the "Date of Substantial Completion" and "Certificate of Substantial Completion" shall be construed accordingly
"Works Drawings"	Means the attached drawings bearing the numbers referred to in Schedule 1 or any subsequent revision of them which has been approved or requested by the Director and which relate to the Highway Works

- (A) The County Council is the Local Highway Authority (except for trunk roads) for the purposes of the 1980 Act for the area within which the Site is situated and the Highway Works will be carried out
- (B) The Owner is the registered proprietor with title absolute of the Site registered at the Land Registry under Title Number SK269590 and intends to construct dwellings (together with ancillary parking) on the Site
- (C) Salboy BP Limited ("the Mortgagee") has a registered charge dated 16 March 2022 and a registered debenture charge dated 16 March 2022 over the Site and has provided a letter of consent to the entering into of this Agreement
- (D) The County Council considers that the Highways Works as shown on the Works Drawings and detailed in Schedule 2 need to be carried out and the County Council considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows :-

1. LEGAL EFFECT

- 1.1 In this Agreement unless the context otherwise requires :-
 - 1.1.1 Words importing the singular meaning where the context so admits include the plural meaning and vice versa; and
 - 1.1.2 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner; and
 - 1.1.3 "party" or "parties" means a party or parties to this Agreement; and
 - 1.1.4 references to any party shall include the successors in title and assigns of that party; and in the case of the County Council the successors to its statutory functions;
 - 1.1.5 where a party includes more than one person any obligations of that party can be enforced against all of them jointly and severally unless there is an express provision otherwise; and
 - 1.1.6 the headings and contents list in this Agreement shall not form part of or affect its construction; and
 - 1.1.7 references to clauses schedules and paragraphs are references to clauses in and schedules to this Agreement and paragraphs in schedules to this Agreement; and
 - 1.1.8 where a party or any officer or employee is required to give its consent approval or agreement to any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed; and
 - 1.1.9 any mention herein of any act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting act or section or regulation or statutory instrument
- 1.2 This Agreement and the covenants that appear hereinafter are made pursuant

- to Sections 38 72 and 278 of the 1980 Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent that the provisions of this Agreement shall bind the Site and the parties hereto and all persons deriving title through or under them
- 1.3 No waiver (whether express or implied) by the County Council of any breach or default by the Owner in performance or observance of any of the covenants or obligations in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default
- 1.4 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.5 This Agreement shall be governed and interpreted in accordance with the laws of England and shall be determined in the Courts of England and Wales
- 1.6 The Owner covenants and warrants to the County Council that they have full power to enter into this Agreement and there is no other person having a charge over or any other interest in the Site other than the Mortgagee referred to in the recitals whose consent is necessary for the Owner to enter into this Agreement and to comply with the obligations set out at clauses 1.12 and 1.13
- 1.7 The Owner covenants and undertakes with the County Council that from the date of this Agreement it will (unless otherwise agreed by the County Council) carry out and comply with the obligations set out in this Agreement
- 1.8 The County Council, without prejudice to its statutory powers and duties, hereby appoints the Owner to act as its agent and gives to the Owner licence (in so far as is reasonably necessary) to enter into and upon and remain upon the public highway at all reasonable times (save in case of an emergency) to carry out the construction of the Highway Works within the timescales referred to in Schedule 2 or such other period as may be agreed in writing by the Director, provided that this licence shall not extend to the Owner's successors in title or assigns unless otherwise agreed in writing by the Director prior to that successor or assignee commencing work in the public highway
- 1.9 The Owner covenants with the County Council as Highway Authority to comply with the provisions of the New Roads and Street Works Act 1991 and the Traffic

- Management Act 2004, and any amendments thereof
- 1.10 It is hereby agreed and declared that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
- 1.11 The Owner shall be the only client for the purpose of the CDM Regulations and the Owner agrees to undertake the obligations of a client under the CDM Regulations and to use all reasonable endeavours to ensure that the Highway Works are carried out in accordance with the CDM Regulations. The Owner shall indemnify and keep the County Council indemnified against any breach of the Owner's obligations under this clause
- 1.12 The Owner hereby agrees that on the date of Substantial Completion that part of the Site upon which the Highways Works are constructed which does not currently form part of the public highway shall be dedicated as highway under section 38 of the 1980 Act and the County Council acting reasonably agrees to accept such dedication and adopt that part of the Site and the Highway Works as highway maintainable at the public expense
- 1.13 If called upon by the County Council acting reasonably so to do by notice in writing served within twenty-one years of the date of this Agreement the Owner agrees to transfer to the County Council in consideration of one pound any land unbuilt areas (and for the purpose of "unbuilt" any curtilage to a residential dwelling on the adjoining land shall deemed to be built land) over which any part of the Highway Works have been constructed which does not at the date of this Agreement already form part of the highway together with any other land dedicated as public highway by the Owner free in each case from encumbrances and together with all rights necessary to permit the use, inspection, maintenance, repair and replacement of the Highway Works and all utility systems servicing the Highway Works and not vested in the relevant undertaker as are situated outside the limits of the Highway Works and the said other land
- 1.14 This Agreement is a Deed. Any financial default will be declared by the County Council and registered as a Local Land Charge under section 278(5)(c) of the 1980 Act
- 1.15 If the Highway Works have not been commenced within one (1) year from the date of this Agreement, save as this period is otherwise extended in writing by the Director at his discretion, then this Agreement shall lapse and be of no further effect (save to the extent already complied with) and the Owner agrees to pay to the County Council any costs properly incurred by the County Council prior to

- the lapse of this Agreement (which have not already been paid) including but not limited to those costs set out in clause 3.5 of this Agreement
- 1.16 Where, in accordance with clause 1.15 above the Director, at his discretion, agrees in writing to an extension to the period of one (1) year after which this Agreement shall lapse, this Agreement shall lapse at the end of such period as agreed in writing by the Director
- 1.17 Where the Agreement has lapsed in accordance with clauses 1.15 or 1.16, the County Council may release to the Owner the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement. For the avoidance of doubt nothing in this clause requires the County Council to repay those sums payable under clause 3.5 of this Agreement save for any Commuted Sums not spent or committed

2 HIGHWAY WORKS

- 2.1 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the County Council
- 2.2 No work on the Highway Works shall commence and no contract or contracts in respect of the construction of the Highway Works shall be let until full details of the Highway Works have been submitted to the Director and the Director has given his written approval to the Highway Works and for the avoidance of doubt this Agreement does not constitute the written approval required under this clause
- 2.3 The Owner shall provide all relevant notices to the County Council under the New Roads and Street Works Act 1991 and Traffic Management Act 2004, and any amendments thereof
- 2.4 Insofar as the County Council as Highway Authority is required by any legislation regulation direction or code of practice (including in particular but without prejudice to the generality of the foregoing the New Roads and Street Works Act 1991) to serve a notice or notices in respect of the Highway Works on undertakers or other persons the Owner shall comply with such requirement on

- behalf of the County Council before the Highway Works commence and shall thereafter assume on behalf of the County Council such responsibilities as follow on therefrom in particular during the construction of the Highway Works
- 2.5 The Owner shall give due consideration to adjoining owners and occupiers at all times and shall organise activities relating to the Highway Works in such a manner as to cause the least practicable disruption
- 2.6 The Owner shall display and maintain prominent notices around the perimeter of the Site to warn the public of the dangers of entering the Site. However the display of such notices shall not relieve the Owner of any of his obligations and liabilities under this Agreement, the Control of Pollution Act 1974 or the Environment Protection Act 1990, or any amendments thereof
- 2.7 The Owner shall take or procure the taking of all necessary steps to avoid creating a nuisance from noise and from dust and as far as practicable the Highway Works are to be carried out in such a way that noise and dust are kept to a minimum
- 2.8 When the Highway Works are being executed the Owner shall institute at his own expense measures previously approved in writing by the Director to maintain the safe flow of traffic on the highways in the vicinity of the Site
- 2.9 No Highway Works within or affecting existing public highways will be permitted within the morning and evening peak periods i.e. 7.30 9.30 a.m. and 4.30 6.30 p.m. Monday to Friday except as agreed in writing by the Director
- 2.10 When the Highway Works are being carried out the Owner shall provide all watching and lighting as required and shall maintain all lights, guards, fencing and warning signs when and where necessary and undertake such further measures as may be reasonably required by the Director
- 2.11 Provided that County Council gives the Owner 48 hours notice, (save in the case of emergency) representatives of the County Council may enter upon the land on which the Highway Works are being carried out at any reasonable time to ascertain whether the terms of the Agreement are being or have been complied with
- 2.12 On Substantial Completion of the Highway Works :-
 - 2.12.1 the Owner shall clear away and remove from the Site all constructional plant and temporary works of every kind and leave the Site in a safe, neat and tidy condition to the reasonable satisfaction of the Director

- 2.12.2 the Owner shall provide the County Council with 6 paper copies of the 'as constructed' drawings and a pdf thereof
- 2.12.3 the Director may issue a Certificate of Substantial Completion to the Owner
- 2.13 The Owner shall maintain the Highway Works for a period of eighteen (18) months (unless the Director agrees in writing a lesser period) from the issue of the related Certificate of Substantial Completion and prior to the expiration of this period the Owner shall reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during the said period of eighteen (18) months (including any defect in or damage to the surface water drainage system) so as to place the highway and the Highway Works in a condition satisfactory to the Director. After the expiration of the period of eighteen (18) months and after any defects have been made good to the satisfaction of the Director he may issue at the written request of the Owner the Certificate of Final Completion in respect of the Highways Works

3 FINANCE

- 3.1 Where the Owner has provided a Cash Deposit, then after the issue of the Certificate of Substantial Completion which shall not be unreasonably delayed the County Council will approve the release of up to 75% of the Cash Deposit Figure and upon the issue of the Certificate of Final Completion the County Council will release to the Owner the remainder of the Cash Deposit and interest applied at the Bank of England Base Rate minus 2 basis points, compounding annually at financial year end on receipt of a written request. If for any period, the Bank of England Base Rate is at or below 0.02% then no interest shall be payable for that period by any party to this agreement.
- 3.2 The Owner shall be insured from the date of this Agreement and throughout the period of construction of the Highway Works within the timescales referred to in Schedule 2 (or any other period as agreed by the Director) for public liability risks in the sum of at least ten million pounds (£10,000,000.00) in respect of any single claim, and shall produce these insurance policies to the Director on demand
- 3.3 The Owner shall on the date of this Agreement pay to the County Council the Cash Deposit in the sum of the Cash Deposit Figure for the Highway Works
- 3.4 Should the Owner default in the execution of his obligations to carry out and maintain the Highway Works then the County Council may itself carry out and

maintain the Highway Works having first called upon the Cash Deposit for the full cost to be expended in so doing

- 3.5 The Owner shall pay to the County Council:-
 - 3.5.1 The reasonable legal costs of the County Council in connection with this Agreement prior to sealing of this Agreement;
 - 3.5.2 interest at four per cent above the Bank of England Base Rate on any sum due to the County Council under this Agreement from the date on which it is due until the date it is paid,
 - 3.5.3 the reasonable inspection/checking fees outstanding which are required by the County Council in connection with the Highways Works in the sum of £2,144.39 (two thousand, one hundred and forty-four pounds, and thirty-nine pence) prior to sealing of this Agreement; and
 - 3.5.4 the Commuted Sums prior to the sealing of this Agreement

In WITNESS whereof this Agreement has been executed and delivered as a Deed on the date first written above

The COMMON SEAL of SUFFOLK COUNTY COUNCIL was hereunto affixed in the presence of)

Officer

EXECUTED as a DEED by SALBOY BP SPV 20 LIMITED acting by JOANNE ELIZABETH ISMAIL, a director in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



Schedule 1 Works Drawings

(SECTION 278 GA) REV B 61416_C_0010 (SECTION 278 ADOPTION PLAN) REV A 61416_C_0015 (S278 CONSTRUCTION DETAILS) REV A 61416_C_0020 Site and Location Plan 1493/16/01 J

Schedule 2

The Highways Works comprising the following works:

<u>Location</u>	Works	Delivery Programme
Rope Walk, Ipswich	Widening of footway to	
	width of 1.8 metres	

<u>Timescales: The Highways Works are to be commenced within 12 (twelve) months</u> of the date of this Agreement and completed within 3 (three) weeks of commencement of the Highway Works





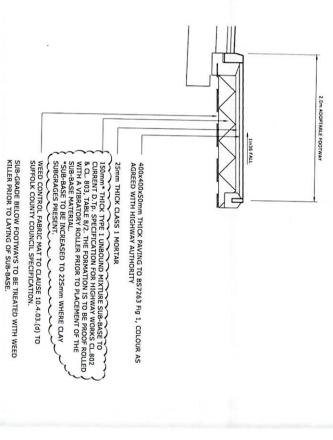
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TYPICAL FOOTWAY DETAIL

TYPICAL KERB-DETAILS AS ABOVE AND ADJACENT

SURFACE COURSE AS-DETAILED BELOW

40mm WIDE SKID
RESISTANT RUBBERISED
BITUMEN

UPSTAND TO MATCH EXISTING UPSTAND OF ADJACENT KERBS.

125x255 PRECAST CONCRETE
KERB TO BS EN 1340:2003. (TYPE
HB2)

50x150 PRECAST CONCRETE EDGING TO BS EN 1340:2003.(TYPE EF)

25mm UPSTAND (0 -6mm @ PEDESTRIAN CROSSINGS.

150x125 PRECAST CONCRETE KERB TO BS EN 1340:2003.(TYPE BN)

-50mm DEEP HOT APPLIED SOpen BITUMEN BITUMEN EMULSION TACK COAT

10-40mm CLASS 1 MORTAR

CROSSOVER CONSTRUCTION 20mm THICK AG DENSE SURF 100/150 PSV 50 TO BS EN 130-31 JAID AND COMPACTED TO BS.594987 2007. 60mm THICK AC 20 DENSE BIN 100/150 TO BS EN 13108 LAID AND COMPACTED TO BS.594987 2007. man THICK TOPE I UNBOUND MIXTURE BASE TO CURRENT D. Tp. SPECIFICATION HIGHWAY WORKS CL.892 & CL.893 LE 9/2. THE FORMATION IS TO BE PROOF ED WITH A VIBRATORY ROLLER PRIOR L'ACCEMENT OF THE SUB BASE MATERIAL D ON A CER VALUE OF 1%. BASE TO BE INCREASED TO 225mm RE CLAY SUBGRAGES PRESENT. CONTROL FABRIC MAT TO CLAUSE SEE DETAIL BELOW 1In12 MAX FALL

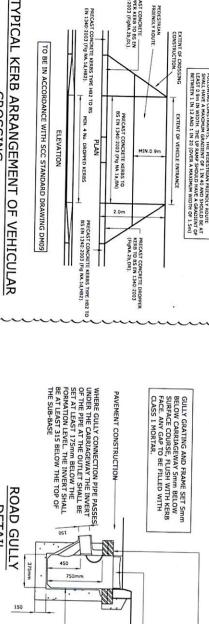
7. ON SUBGRADES OF POORLY GRADED SAND OR WITH CBR OF LESS THAN 5%, A GEOTEXTILE SEPARATOR SHALL BE LAID ON THE FULL WIDTH OF THE COMPACTED SUBGRADE PRIOR TO SPREADING THE SUB-BASE. 6. ALL EXISTING PAVEMENTS AND AREAS OF COLD MILLING TO RECEIVE BITUMINOUS TACK COAT TO SPECIFICATION FOR NIGHWAY WORKS CLAUSES 901 24, AND 920 PRIOR TO OVERLAYING THE NEW BITUMINOUS CONSTRUCTION. 5. EXISTING SERVICES ARE TO BE PROTECTED IN ACCORDANCE WITH THE RELEVANT STATUTORY AUTHORITIES. HIGHWAY CONSTRUCTION DETAILS NOTES

ALL ADOPTABLE HIGHWAY WORKS SHALL BE TO THE REQUIREMENTS AND FULL SATISFACTION OF SUFFOLK COUNTY COUNCIL HIGHWAYS DEPARTMENT. THIS DRAWING TO BE READ IN CONJUNCTION WITH ALL RELATED RICHARD JACKSON LTD, ARCHITECTS & SUB-CONTRACTORS DRAWINGS. IN THE CAGE OF DISCREPANCIES BETWEEN DRAWINGS REFER TO KILTD FOR CLARIFICATION.

CONCRETE MIX DESIGNATIONS SHOWN ON THIS PRAWING ARE TO BS 1-1:2020 & BRE SPECIAL DIGEST 1 "CONCRETE IN AGGRESSIVE GROUND" 2005, I'GN SULPHATE CLASS DS-1 TO MEET EXPECTED SULPHATE CONDITIONS. COMPONENTS AND MATERIALS ARE TO BE MANUFACTURED AND SUPPLIED IN DANCE WITH THE RELEVANT BRITISH STANDARDS AND MANUFACTURERS MENDATIONS.

SUBGRADE BELOW FOOTWAYS TO BE TREATED WITH WEED KILLER PRIOR TO LAYING OF SUB-BASE

TYPICAL CROSSOVER DETAIL SCALE 1:25



PRECAST CONCRETE
DROPPER KERB TO BS EN
1340:2003 (FigNA.2b,DL).

PRECAST CONCRETE KERBS TO BS EN 1340:2003 (Fig NA.18,BN)

PLAN

PRECAST CONCRETE KERBS TYPE H82 TO BS
EN 1340:2003 (Fig NA.1d,H82).
MIN. 4 No. DROPPED KERBS

TO BE IN ACCORDANCE WITH SCC STANDARD DRAWING DM09

ELEVATION

CROSSING SCALE 1:50

PEDESTRIAN FRIENDLY ROUTE, -

WHERE FOOTWAY IS 1 SON OR GREATER, A PERISTRUM PELINDLY ROUTE SHALL RE PROVIDED AS MOST OF 11 M 49 AND STATISTICS FOR THE LEAST OF 11 M 49 AND STATISTICS FOR THE LEAST POWER OF ADMINISTRATION OF 11 M 49 AND STATISTICS FOR MOST OF 11 M 49 AND STATISTICS FOR THE LEAST POWER OF 11 M 49 AND STATISTICS FOR THE LEAST OF 11 M 49 AN

KERB DETAIL TIE-IN TO EXISTING CARRIAGEWAY

KERB DETAIL

EDGING DETAIL

DROPPED KERB DETAIL SCALE 1:10
NOTE: FALLS ON CROSSING AREA NOT TO EXCEED 1:12 ACROSS FOOTWAY

125 175 4

150

ST1 CONCRETE BED AND BACKING.

ST1 CONCRETE BED. AND BACKING

150

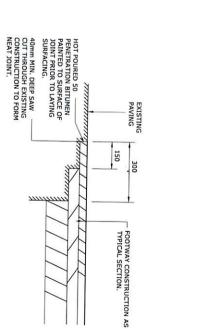
125 175

ST1 CONCRETE BED AND BACKING

175

SUB-BASE TYPE 1

HEAVY DUTY DUCTILE IRON GULLY GRATE AND FRAME TO BS EN:124 CLASS D400 ON 10-20mm CLASS I CEMENT MORTAR BED. THE CLAR OPENING TO BE APPROXIMATELY 370mm (ALONG KERBLINE) x 430mm TO GIVE A WATERWAY AREA OF APPROX. 1000cm², GRATE TO BE HINGED AND NON-REMOVABLE * WHERE THE TOTAL ROAD CONSTRUCTION DEPTH EXCEEDS 450mm AND THE GULLY CONNECTION PIPE PASSES UNDER THE CARRIAGEWAY MORE THAN 3 COURSES WILL BE PERMITTED TO A MAXIMUM OF 5 COURSES 375mm DIAMETER x 750mm DEEP PRECAST CONCRETE GULLY POT TO BS: 5911 FITTED WITH 150mm DIAMETER STOPPER AND CHAIN AND WITH 150mm DIAMETER OUTLET. ALL SURROUNDED IN AND BEDDED ON 150mm ST1 CONCRETE CLASS B ENGINEERING 225 BRICKWORK LAID SQUARE BEDDED ON CLASS I CEMENT MORTAR MINIMUM I COURSE MAXIMUM 3 COURSES*



TYPICAL DETAIL TIE-IN BETWEEN NEW & EXISTING FOOTWAY CONSTRUCTION SCALE

14.10.22

ROPE WALK IPSWICH

S278 CONSTRUCTION DETAILS

SERVICES Ltd PROJECT MANAGEMENT

I	HIS HIS	HCS
Approved	Checked	Project Manager
Date JUNE 2022	SLS JL	AS SHOWN @ A1
Website: http://www.rj.uk.com	Webs	Email Address: mail@rj.uk.com
Tel: 01206 228800 Tel: 020 7448 9910 Tel: 01223 314794 Tel: 01603 230240 Tel: 01172 020070	ex CD4 9YQ erine's Wey, London, E1W 1UN hefford, Cambs CR22 SLD bed, Norwich, Norfolk NR1 1SP thouse, Gloucestershire GL19 38 F	647 The Creatent, Galdesian, State COM 979 Squan House, Hill Court, Great Shefford, Cambs CR12 SLD Squan House, Hill Court, Great Shefford, Cambs CR12 SLD 4 The Old Church, St. Hailbeers Rood, Novinch, Norfolk NRI 159 The Wheelhoute, Shods Hill, Stateshouse, Gloucestershure GL10 347
sultants	Engineering Consultants	- Lngi
	VICTIGLATION	, NICH

61416 RJL XX XX DR C 0020 A

Status Suitability Description
S4 STAGE APPROVAL

RUL Project No : 61416

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