

DATED 02/02 October 2009

- (1) TOKYO LEISURE DEVELOPMENT COMPANY LIMITED
- (2) WELWYN HATFIELD BOROUGH COUNCIL

UNILATERAL UNDERTAKING

Given Under Section 106 of the Town and Country Planning Act 1990 (as amended)
in respect of land at Hatfield London Country Club, Bedwell Park, Essendon, Herts

EMW Picton Howell LLP

LONDON ♦ MILTON KEYNES

THIS PLANNING OBLIGATION is dated the *21st* of *October* 2009 and is made by way of Unilateral Undertaking by **TOKYO LEISURE DEVELOPMENT COMPANY Ltd** being a company registered in Japan but trading in the UK as **HATFIELD LONDON COUNTRY CLUB LIMITED (Company Registration Number 01161957)** whose registered office is at Bedwell Park, Essendon, Hatfield, Herts AL9 6HN (the "Owners")

1 INTERPRETATIONS

1.1 In and for the purposes of this Deed, the following words and phrases and expressions shall have the meaning assigned to them unless the context otherwise requires

"the Act" means the Town and County Planning Act 1990

"the Application" means an application submitted to the Council for planning permission for demolition of the Existing Dwellings and erection of the New Dwelling and supporting documentation submitted therewith which application was allocated reference number S6/2009/1877/FP by the Council

"the Development" means the development as more particularly described in the Application

"the Council" means Welwyn Hatfield Borough Council of Council Offices, The Campus, Welwyn Garden City, Hertfordshire AL8 6AE

"the Existing Dwellings" means the two existing farm cottages on the Existing Dwelling Site as shown on Plan 2

"the Existing Dwelling Site" means the land edged blue on Plan 2

"Landscaping Scheme" means the landscaping scheme (to include details of planting and maintenance provisions) which is to be implemented on the Existing Dwelling Site following approval by the Council.

"the Obligations" means the planning obligations contained in the Schedule to this Deed

"the Permission" means planning permission for the Development granted pursuant to the Application

"Plan 1" means the plan annexed hereto and entitled "Plan 1"

"Plan 2" means the plan annexed hereto and entitled "Plan 2"

"the Property" means the land at Hatfield London Country Club, Bedwell Park, Essendon, Herts as shown for the purposes of identification only edged red on the Plan and against which this Deed may be enforced

21st October

"the New Dwelling" means the new dwelling to be constructed on the Property pursuant to the Development

Reference to clauses are (unless the context otherwise requires) to a clause of this Deed and reference to a paragraph are (unless the context otherwise requires) to a paragraph of the Schedule to the Deed

- 1.2 Words importing the singular meaning where the context so admits include the plural meanings and vice versa
- 1.3 Words of the masculine gender include the feminine neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner
- 1.4 References to a statute or a provision of a statute shall include any statute or provision, of a statute amending consolidating or replacing it for the time being in force

RECITALS

WHEREAS:

- (A) The Owners are the freehold owner of the Property and the same is registered at the Land Registry under Title Number HD217399
- (B) The Council is the Local Planning Authority for the area in which the Property is situated for the purposes of the Act
- (C) On 9 September 2009 the Application was submitted to the Council and allocated reference number S6/2009/1877/FP
- (D) The Owners have entered into this Deed pursuant to Section 106 of the Act ("Section 106") with the intention that if consent is granted for the Development and the Development is begun then the Council will be able to enforce the Obligations contained in this Deed

NOW THIS DEED witnesses as follows:

- 1 This Deed is made in pursuance of Section 106 and the Obligations herein contained are planning obligations for the purposes of Section 106
- 2 It is intended that the Obligations on the part of the Owner contained in this Deed and set out in the Schedule hereto shall be enforceable by the Council
- 3 The Owners (subject as hereinafter provided) HEREBY COVENANT with the Council to observe and perform the Obligations contained in the Schedule

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4 The Obligations herein contained (save in respect of the Council's legal fees) shall be conditional upon:

4.1 the grant of the Permission and

4.2 the implementation of the Permission by the carrying out pursuant to such Permission of any material operation as defined by Section 56 of the Act save that erection of contractors work compound erection of site office or erection of fencing to site boundaries shall not constitute such a material operation and Implementation of the Permission shall be construed accordingly

5 IT IS HEREBY DECLARED as follows:

5.1 the expressions "the Council" and "the Owner" shall include their respective successors in title and assigns and where any such expressions constitute two or more persons or corporate bodies then all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally

5.2 no person or body shall be liable for a breach of covenant contained in this Deed after he she or it shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

6 This Deed may be registered by the Council as a Local Land Charge but in the event that the Obligation does not come into effect as provided in Clause 4 above the Council will be requested to remove any such registration from the said register

7 It is hereby declared that the provisions of The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

IN WITNESS WHEREOF the Owners have executed this Deed the day and the year first before written

21st October

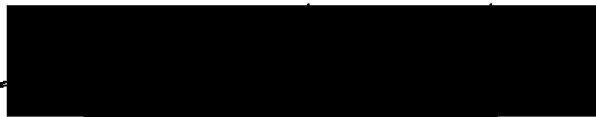
THE SCHEDULE

THE OBLIGATIONS

1. Prior to Commencement of Development on the Property the Owners shall:
 - 1.1 submit the Landscaping Scheme to the Council for approval
 - 1.2 demolish the Existing Dwellings subject to compliance with any mitigation strategy approved by the Local Planning Authority in respect to bats and clear the Existing Dwelling Site of all materials resulting from the demolition within 3 months of commencement of demolition PROVIDING THAT demolition shall not commence until the Owner has received the Council's written approval for the Landscaping Scheme
2. The Owner shall implement the Landscape Scheme within the first planting season following demolition of the Existing Dwellings and shall thereafter follow the maintenance provisions within the Landscaping Scheme
3. The basement area of the New Dwelling shall only be used for purposes ancillary to the New Dwelling and/or incidental to the enjoyment of the New Dwelling and the said area shall not be used for separate living accommodation
4. The Owner shall pay the Council's reasonable legal costs in connection hereto limited to a sum of £500 plus VAT (FIVE HUNDRED POUNDS)

SIGNED AND DELIVERED AS A DEED by)
TOKYO LEISURE DEVELOPMENT)
COMPANY LTD)
Acting By

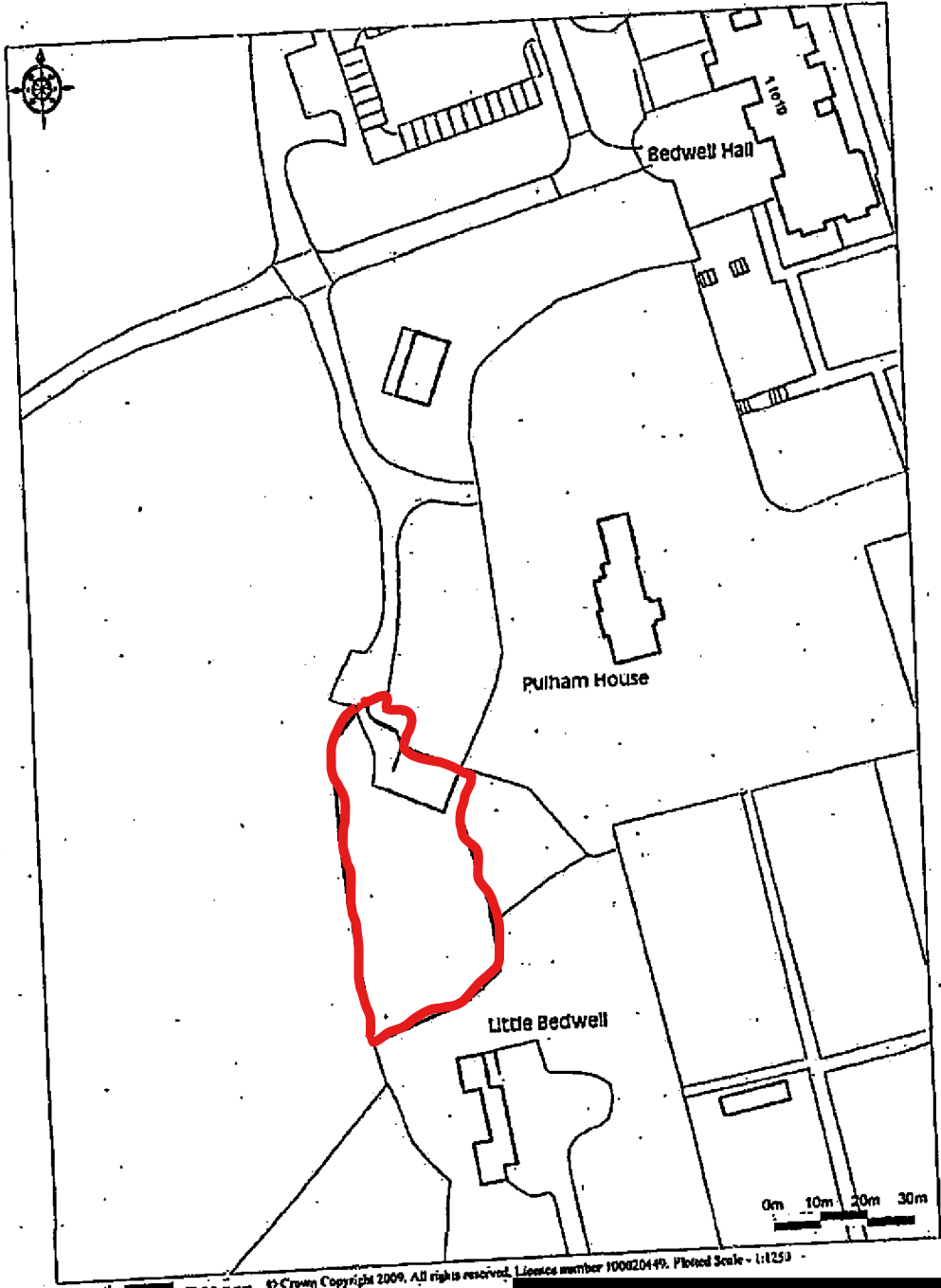
Authorised Signatory



Authorised Signatory

Representative Director

PLAN 1



Entered on the Ordnance Survey

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PLAN 2

HATFIELD LONDON COUNTRY CLUB

