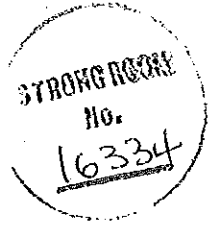


DATED

4th July 1991



WELWYN HATFIELD DISTRICT COUNCIL

and

TOKYO LEISURE DEVELOPMENT COMPANY LTD

Agreement under S.106 Town and
Country Planning Act 1990 and
Planning (Listed Buildings and
Conservation Areas) Act 1990 relating
to development at Bedwell Park and
Bedwell Park Farm Essendon
Hertfordshire

Solicitor to the Council
Welwyn Hatfield District Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire AL8 6AE

THIS AGREEMENT dated the Fourth day of July 1991 is made between the Council of the one part and the Owner of the other part

Definitions and Interpretation

1) In this Agreement the following expressions shall have the following meanings ascribed to them:-

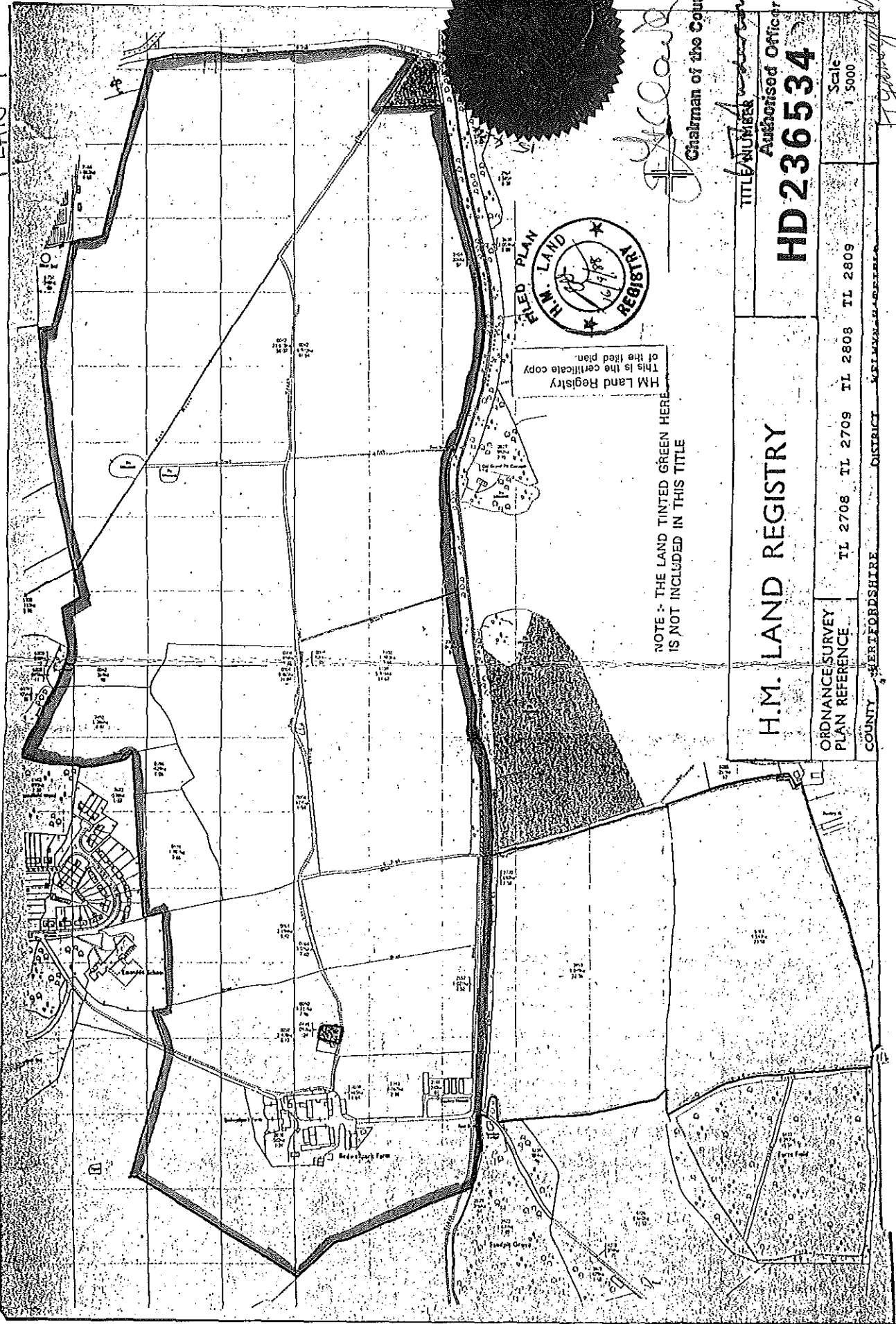
1.1) the Council Welwyn Hatfield District Council of The Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE

1.2) the Owner Tokyo Leisure Development Company Limited whose registered address in England is care of Martin Shepherd and Company of St Andrew House 46/48 St Andrew Street Hertford Hertfordshire SG14 1JT

1.3) the Land All That Freehold land with the buildings erected thereon situate at and known as Bedwell Park and Bedwell Park Farm Essendon Hertfordshire and Registered with Title Absolute being part of Title Numbers HD 217399 and HD 236534 shown edged red on the copy Land Registry Filed plans Numbered 1 and 1A attached hereto

1.4) the Development (a) Demolition and removal of maintenance and boiler rooms external alterations single storey extensions to enable the extended building to be used for hotel golf and country club purposes
(b) Demolition of existing maintenance buildings erection of replacement buildings and enclosed maintenance yard for use in association with golf courses
(c) Demolition of three buildings (A grade II Listed Building) shown on the Plan Numbered 2 annexed hereto and internal and external alterations single

PLAN 1



H.M. Land Registry
 This is the certificate copy
 of the filed plan.



NOTE - THE LAND TINTED GREEN HERE
 IS NOT INCLUDED IN THIS TITLE

Chairman of the Council

TITLE NUMBER *12345678*

Authorised Officer

HD 236534

Scale 1:5000

ORDNANCE SURVEY PLAN REFERENCE
 TL 2708 TL 2709 TL 2808 TL 2809

COUNTY SHERFORDSHIRE DISTRICT WILMINGTON

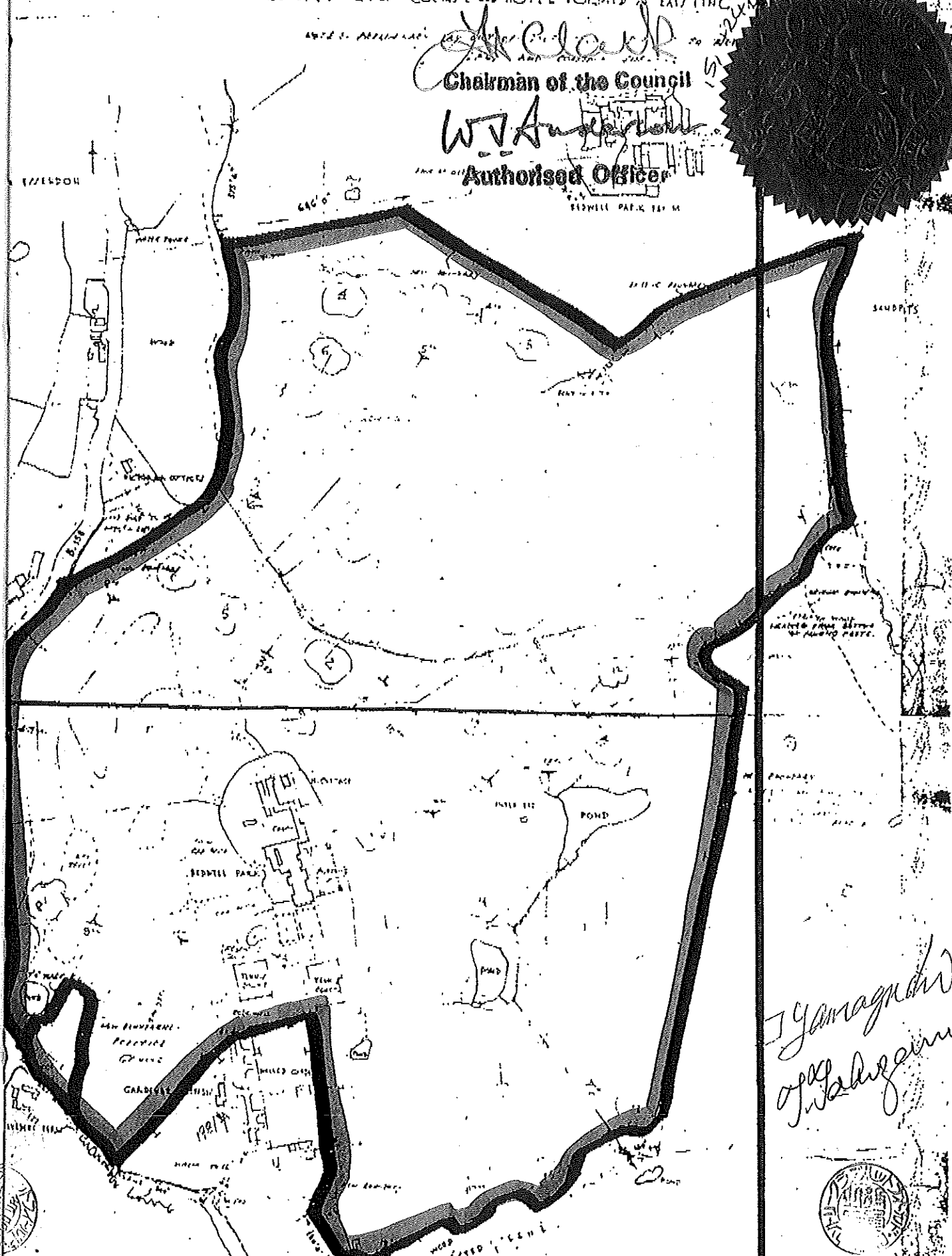
The Mayor
Layton



OLD COURSE & CLUB HOUSE MD 217399 PLAN 1A

DELDIVILL PARK WITH THE OLD COURSE
PROPOSED GOLF COURSE AND HOTEL FORMED BY EXISTING

J. Clark
Chairman of the Council
W. J. Anderson
Authorised Officer

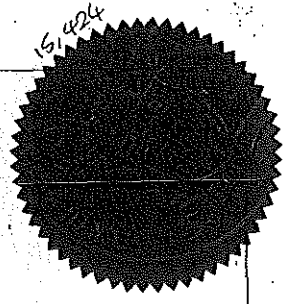


J. Yamaguchi
W. J. Anderson

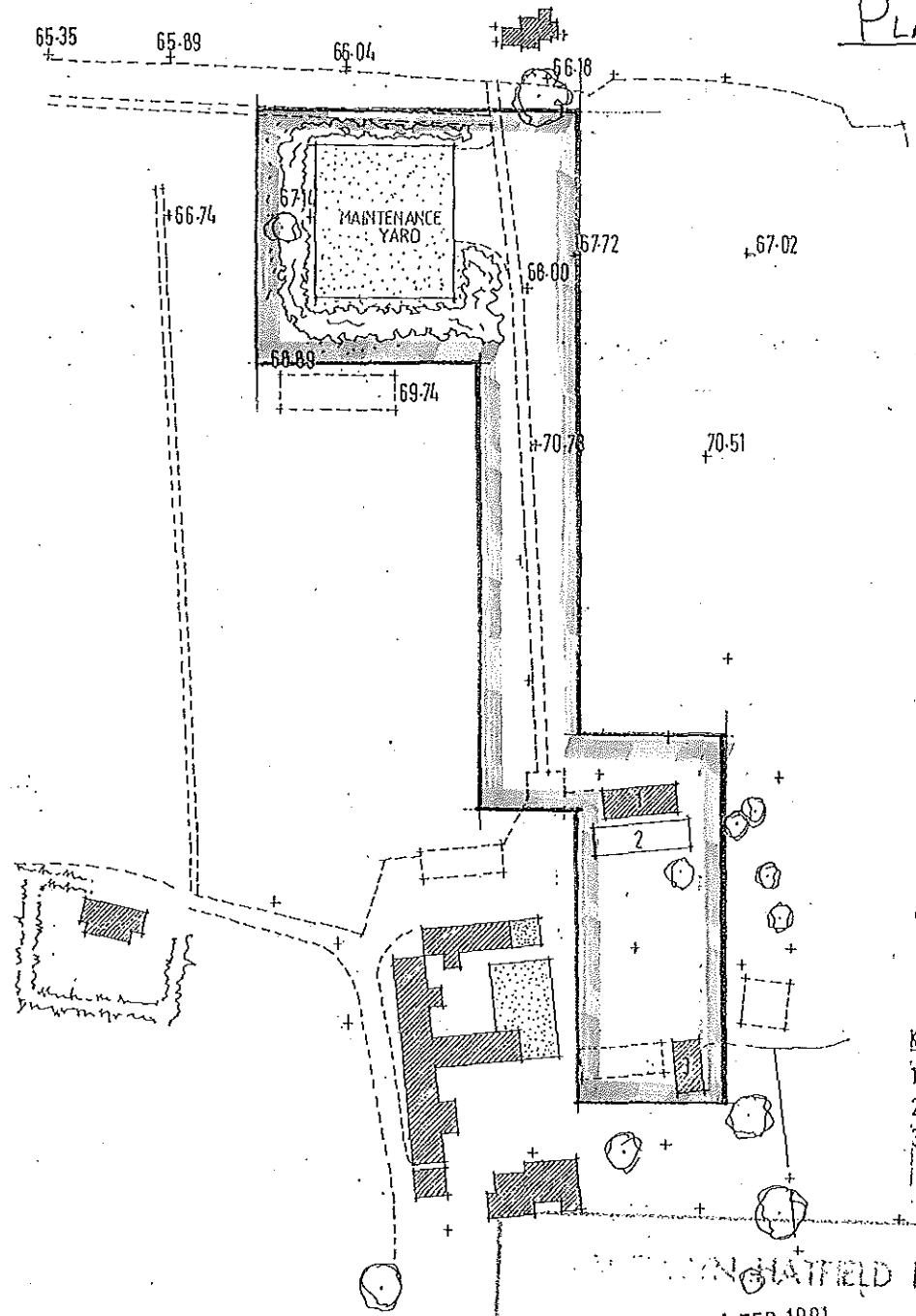


W. Clark
Chairman of the Council

W.V. Anderson
Authorised Officer



PLAN 2



⑦
J. Gammage
J. Blagden

- KEY
- 1 Building to be demolished
 - 2 Building to be demolished
 - 3 Building to be demolished

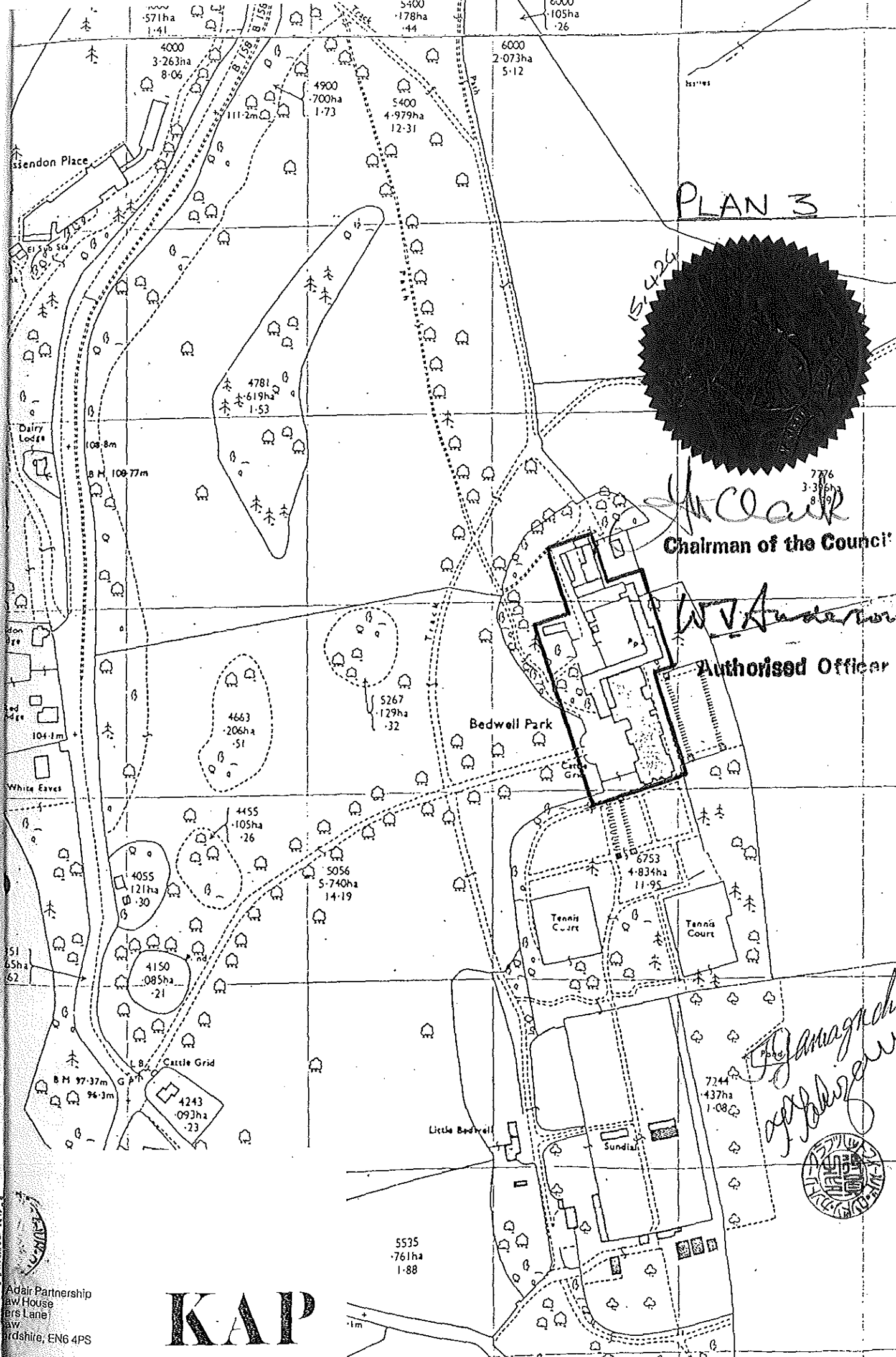
HATFIELD D.C.
4 FEB 1991
S6/079/91

HATFIELD LONDON COUNTRY CLUB
FARMHOUSE SITE PLAN - SHOWING
POSITION OF MAINTENANCE YARD
SCALE: 1:1250

Kirby Adair Partnership
Northaw House
Coopers Lane
Northaw
Hertfordshire, EN16 4PS

KAP

Chartered Architects in association with Architects Co Partnership Limited
Telephone 0707 4937 Fax 0707 52600 Telex 27937 ACPKAP G



PLAN 3

51 424

W. Clark
 Chairman of the Council

W. V. Anderson
 Authorised Officer

J. J. Magner
J. J. Magner



KAP

Adair Partnership
 Law House
 Pers Lane
 Law
 Wiltshire, EN6 4PS

Red Architects in association with Architects Co-Partnership Limited
 Phone 0707 49897 fax 0707 52600 telex 27997 ACPKAP G

storey extensions to listed building and demolition of maintenance sheds all such development being carried out at Bedwell Park and Bedwell Park Farm School Lane and High Road Essendon Hatfield Hertfordshire

- 1.5) The Planning Permissions and Listed Consents issued by the Council pursuant to the Listed Building Planning Applications in the form annexed hereto together with any future variations or amendments approved by the Council
- 1.6) the Planning Applications under references S6/1019/90/FP and S6/0079/91/FP and Listed Building Applications under References S6/1020/90/LB and S6/0076/91/LB for the Development together with plans specifications and particulars deposited with the Council
- 1.7) The expressions "the Council" and "the Owner" shall include where appropriate their respective successors in title and assigns
- 1.8) Unless otherwise provided this Agreement shall be deemed to remain in full force and effect on any extension or renewal variation or amendment of the Planning Permissions and Listed Building Consents
- 1.9) References in this Agreement to any statutes or statutory instruments shall include any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Recitals

2) W H E R E A S :-

- 2.1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990 (hereinafter called "the Acts") for the area within which the Land is situated

- 2.2) The Owner is the Owner in fee simple absolute in possession of the Land and warrants that it is in all respects capable of entering into this Deed
- 2.3) The Owner has by the Planning Applications and Listed Building Applications applied to the Council for permission to carry out the Development on the Land
- 2.4) The Council is satisfied that the Development is such as may be approved by it under the Acts and has agreed to grant the Planning Permissions and Listed Building Consents subject to the Owner entering into this Agreement

NOW THIS DEED WITNESSETH as follows:-

Nature of Agreement

3) This Agreement and the covenants contained herein are made under and pursuant to Section 106 of the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and all other enabling powers and this Agreement shall be registered as a Local Land Charge

Owners Covenants:-

- 4) The Owner hereby covenants with the Council as follows:-
 - 4.1) To carry out the Development permitted by the Planning Permissions and Listed Building Consents in strict conformity with the plans planning and Listed Building Conditions specifications and particulars deposited with the Council and to use the Land in accordance with this Agreement and not otherwise
 - 4.2) Not without the prior written consent of the Council at any time in the future to separate or sell off the golf courses on the Land from the Hotel on the Land or from the new maintenance buildings now approved by the Council

4.3) To ensure that at all times in the future the Hotel facilities are available to all members and users of the golf courses on the Land

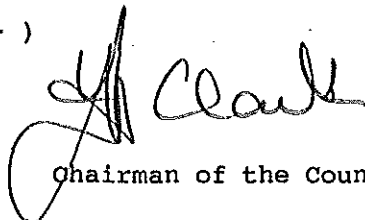
4.4) That no further planning applications which relate solely to the main building group shown edged green on the plan Numbered 3 attached hereto will be submitted for a period of five years from the date of this Agreement

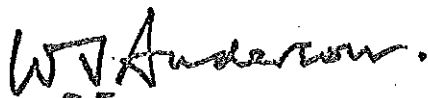
4.5) That the Owner submit to the Council a full Schedule of repairs and refurbishments to the Listed Building on the Land within a period of two months from the date of this Agreement and hereby agrees to implement and complete this Schedule in full

4.6) To pay the Council's costs incurred in the preparation engrossment and execution of this Deed

IN WITNESS whereof the Council and the Owner have executed this Section 106 Agreement as a Deed the day and year first before written

THE COMMON SEAL of)
WELWYN HATFIELD DISTRICT)
COUNCIL was hereunto)
affixed in the presence)
of:-)


Chairman of the Council


Authorised Officer



THE COMMON SEAL OF TOKYO)
LEISURE DEVELOPMENT)
COMPANY LIMITED was)
hereunto affixed in the)
presence of:-)



Director

T. Yamaguchi

Secretary

T. Takazawa