DATED 21 April 2011

Oliver Charles Keighley Lund

and

Barclays Bank PLC

to

THE COUNCIL OF THE BOROUGH OF HAVANT

PLANNING OBLIGATION BY UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to land at

14 Fishermans Walk, Hayling Island Hampshire PO11 9QU

Saulet Ashworth LLP, Solicitors,
Froddington House,
Cumberland Business Centre,
Northumberland Road,
Portsmouth PO5 1DS

THIS DEED OF UNDERTAKING is made the 21 day of APRIL 2011

BY

(1) THE OWNER

(2) THE MORTGAGEE (if any)

1. In this Deed:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended

1.2 "Application" means the application for planning permission in respect of the Land given a reference number which is set out in paragraph Five of the Schedule which Application to carry out the Development has been made to the Council as appropriate local planning authority.

1.3 "the Council" means the Council of the Borough of Havant being the local planning authority by whom the within written Obligations are enforceable

1.4 "the Development" means the development described in paragraph Six of the Schedule

1.5 "the Land" means the land described at paragraph One of the Schedule and any buildings structures or erections at any time thereon

1.6 "the Mortgage" means the mortgage or charge (if any) described at paragraph Four of the Schedule and all of them if more than one

1.7 "the Mortgagee" means the mortgagee or chargee (if any) and in the case of more than one all of them described at paragraph Three of the Schedule

1.8 "Obligations" means those planning obligations (being restrictions requirements covenants agreements obligations or any of the foregoing) enforceable at law and in particular (but without prejudice to the availability to any enforcing authority of any power which may be available to it for the purposes of the enforcement of this Deed) under the authority of the statutory provision referred to in clause 4 of this Deed and which are set out in paragraph Eight of the Schedule

1.9 "the Owner" means the owner and in the case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this Deed acting and being obliged by this Deed jointly and severally who is (or are) described at paragraph Two of the Schedule being a person or persons identified in accordance with Section 106(9)(c) of the Act

1.10 "the Permission" means the grant of planning permission made by the Council including where appropriate any grant of approval in respect of matters reserved by the said grant of planning permission or any subsequent grant of planning permission for the Development or for such other development on the Land as is not materially different from the Development (the determination of materiality being solely at the discretion of the Council)

1.11 "the Plan" means the plan attached to this Deed

1.12 "the Schedule" means the Schedule to this Deed being an integral part of this Deed

1.13 "the Solicitor" means the solicitor giving the certificate at paragraph Seven of the Schedule

2.1 With the intention and so as permanently to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come and so that the Obligations hereby created shall be enforceable both against the Owner and the Mortgagee (if any) and their respective successors the Owner and the Mortgagee (should it or they take possession of any part of the Land or exercise powers of sale under its security) hereby severally covenant and undertake as a planning Obligation to comply fully with the Obligations

2.2 This instrument or document hereby expresses itself as executed as a Deed

3. The Owner (and each of them acting in concert in the case of more than one joint owner) has produced at Paragraph Seven of the Schedule a certificate of the Solicitor with the intention that the Council may and shall rely upon the truth of the matters therein certified namely that;

3.1 the Owner is immediately entitled to possession and occupation of a freehold estate in the Land subject only to the Mortgage (if any) no other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity

3.2 in the case that the Land is subject to any mortgage the Mortgage (or in the case of more than one each of them) is described at Paragraph Four of the Schedule and no other mortgage or charge has been concluded which affects the Land other than the Mortgage and in the event that none is so described that there is no such mortgage or charge affecting the Land

4. This Deed of Undertaking is made pursuant to Section 106 of the Act with the intent that it shall bind the Owner and Mortgagee (if any) and be enforceable against them and the persons deriving title under them and shall be a planning obligation for the purposes of the Act

5. This Deed shall have effect indefinitely from the time the Permission is granted

6. The obtaining consequent upon the provisions of this Deed of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of Obligations or determinations of materiality for the purposes of clause 1.12 shall be ineffective and not relied upon by any person unless in writing by the Council's Head of Development and Technical Services for the time being or such other officer who may be identified in writing by the Council for this purpose

8. In the event that any provision of this Deed is held to be invalid or unenforceable the remaining provisions of this Deed shall remain in full force and effect

9.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.2 This Undertaking shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

9.3 With the intention of acknowledging the Owner's legal estate in the Land is encumbered by this Undertaking and with priority over its security in the Land the Mortgagee as mortgagee of the Land hereby gives its consent to

9.3.1 the execution of this Undertaking;

9.3.2 the exercise by the Owner of any right power or discretion conferred on the Owner by this Undertaking; and

9.3.3 the registration of this Undertaking as a local land charge within the meaning of the 1975 Act

PROVIDED THAT the Mortgagee shall otherwise have no liability under this Undertaking unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

THE SCHEDULE

1. (See clause 1.5) the Land
The land known as 14 Fishermans Walk, Hayling Island, Hampshire PO11 9QU in Hampshire shown edged with a heavy black line on the Plan.

2. (See clause 1.9) the Owner(s):
Oliver Charles Keighley Lund of 16 Fishermans Walk, Hayling Island, Hampshire PO11 9QU

3. (See clause 1.7) the Mortgagee(s) (if any):
Barclays Bank PLC of Barclays Mortgages, PO Box HK444, Leeds LS11 8DD

4. (See clauses 1.6 and 3.2) the Mortgage(s) (if any):
Mortgage dated 12 December 2006 and made between Oliver Charles Keighley Lund of the one part and Barclays Bank PLC of the other part

5. (See clause 1.2) the Council's planning application reference number:
This can only be inserted after the application is submitted and registered.
APP/11/00961

6. (See clause 1.4) the Development
Construction of 1No. 2 bed tourism related detached property including ground floor car and boat storage facility and utilising existing access to Eastoke Avenue.

7. (See clauses 1.13 and 3) Solicitors' Certificate
Certificate of Title
As Solicitor for the Owner we hereby certify that on the date of this Deed what is set out in clauses 3.1 and 3.2 and paragraphs 2, 3 and 4 of the Schedule to this Deed is true

Signed: [redacted]
Name: John Richard Saulet
Address: Saulet Ashworth LLP, Solicitors, of Froddington House, Cumberland Business Centre, Northumberland Road, Portsmouth PO5 1DS

8. (See clause 1.8) the Obligations

8.1 Not to commence or introduce or cause permit or suffer to be commenced or introduced upon or at the Land any Material Operation (as defined in Paragraph 8.2 of this Schedule) permitted by the Permission at any time before the Owner shall have relinquished the Caravan Site Licence Number 225 dated 14 June 1961.

8.2 The Owner covenants to notify the Council in writing at least 14 days before commencing a Material Operation on the Land.

8.3 In Paragraphs 8.1 and 8.2 of this Schedule "Material Operation" means:

8.3.1 any work of construction in the course of the erection of a building;

8.3.2 any work of demolition of a building;

8.3.3 the digging of a trench which is to contain the foundations or part of the foundations of a building;

8.3.4 the laying of any underground main or pipe to the foundations or part of the foundations of a building or to any such trench as is mentioned in paragraph 8.3.3;

8.3.5 any operation in the course of laying out or constructing a road or part of a road;

8.3.6 any change in the use of the Land which constitutes material development as defined in the Act

IN WITNESS whereof the parties hereto have executed and delivered this instrument or document as a Deed the day and year first before written.

Signed as a DEED by me)
the said Oliver Charles Keighley)
Lund in the presence of:

[redacted]

[redacted]

Signed as a DEED by)
Barclays Bank PLC)
)

acting by

Signed for and on behalf of BARCLAYS BANK PLC by
Moira Frances Day [redacted]
its duly appointed Attorney under a Power of Attorney
dated 25 August 2010 in the presence of:
Witness [redacted] [redacted]

Authorised Signatory

By this POWER OF ATTORNEY made by deed on 25 August 2010, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

Petrina Madeleine Miller, Team Leader
Hannah Louise Archer, Team Leader
Rosemary Bradley, Senior Customer Agent
Gillian Cummins, Senior Customer Agent
Karen Julie Cundy, Team Leader
Christine Andrea Drysdale, Team Leader
Emma Jayne Goddard, Customer Agent
Sharon Gail Hayes, Senior Customer Agent
John Kenneth Henderson, Senior Customer Agent
Helen Jane Love, Senior Collections Agent
Victoria Rachel Martin, Senior Customer Agent
Tracey Marie Battison, Senior Collections Agent
Sharon Elizabeth Peverell, Customer Agent
Janette Ann Simpson, Customer Agent
Jane Sutcliffe, Customer Agent
Michelle Jacqueline Swales, Customer Agent
David John Tattersfield, Senior Collections Agent
Claire Louise Simpson, Customer Agent
Karen Wilson, Team Leader
Sandra Rose Helena Swanston, Team Leader
Stephen David Newell, Team Leader
Hayley Bedford, Customer Agent
Debra Withington, Customer Agent
Laura Anne Marson, Customer Agent
Aumit Rasool, Customer Agent
Rachel Elizabeth Prescott, Team Leader
Rachel Jane Wade, Customer Agent
Jonathan David Halifax, Customer Agent
Robert James Fletcher, Customer Agent
Lisa Joanne Harris, Customer Agent
Danielle Ross, Customer Agent
Stephen Arthur Bell, Customer Agent
Moira Frances Day, Customer Agent

Each of Barclays Bank PLC, PO Box HK444, Leeds, LS11 8DD as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Company

Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

This Power of Attorney replaces the Power of Attorney that was executed on 10 March 2010.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

[redacted]

Assistant Secretary
Authorised Sealing Officer
BARCLAYS BANK PLC

I certify this to be a true and complete copy of the original

[redacted]

For Barclays Bank PLC
Manager

Date 26/2/2014