DATED 14 JULY 2017

Solent Real Estate Limited

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990

relating to the
proposed development at
The Piggeries, Allington Lane, West End, Southampton

THIS UNDERTAKING is made the 14 day of JULY Two thousand and seventeen

1. Parties

1.1 The Owner is Solent Real Estate Limited, 20 Upper Berkeley Street, London, W1H 7PF (Company Registration Number 06051599)

2. Definitions and Interpretation

2.1 In this Deed:

2.1.1 "1990 Act" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

2.1.2 "Appeal" means the appeal against the refusal of the Application allocated reference number APP/W1715/W/16/3156702

2.1.3 "Application" means the outline planning application dated 22 April 2016 (reference number O/16/78314) for the redevelopment of existing agricultural site to light industrial uses (use class B1b, B1c) and general industrial (use class B2). Detailed matters to consider: access only (access to be provided from Allington Lane).

2.1.4 "the Council" means Eastleigh Borough Council of Eastleigh House, Upper Market Street, Eastleigh, Hampshire SO50 9YN

2.1.5 "the County Council" means Hampshire County Council of The Castle, Winchester, Hampshire SO23 8UJ

2.1.6 "Commencement of Development" means the carrying out of any material operation as defined in the 1990 Act in connection with the Development and the expression "commenced" and "commence" shall be construed accordingly

2.1.7 "Deed" means this Deed

2.1.8 "Development" means the development the subject of the Application

2.1.9 "Great Crested Newt Mitigation" means a contribution towards the

funding of the provision of links and breeding ponds for Great Crested Newts within publically owned land.

2.1.10 "Permission" means outline planning permission for the Development the subject of Application which may be granted by the Secretary of State pursuant to the Appeal.

2.1.11 "the Plan" means the plan annexed hereto.

2.1.12 "Site" means the land situated at The Piggeries, Allington Lane, West End, Southampton aforesaid shown edged red on the Plan

2.1.13 "Sustainable Integrated Transport" means the contribution to be paid to the County Council in respect of road improvements and sustainable transport measures in the vicinity of the site in accordance with the County Council's Transport Contribution Policy, to be used towards the following:

- Improvements to the Allington Lane / Fair Oak Road junction; and
- Pedestrian and cycle infrastructure improvements on Allington Lane

2.1.14 "Traffic Regulation Order" means the contribution to be paid to the County Council for the funding of a Traffic Regulation Order to prevent overspill parking occurring onto Allington Lane.

2.2 In this Deed where the context so requires references:

2.2:1 to Clauses are references to Clauses in this Deed

2.2:2 to any Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it

Recitals

3.1 The Owner is the owner of the freehold of The Piggeries, Allington Lane, West End, Southampton, which is registered at the Land Registry under title number HP628351.

3.2 The Council is the local planning authority within the meaning of the 1990 Act for the area within which the Site is situated and by whom the obligations on the part of the Owner herein contained will be enforceable

3.3 The County Council is a local planning authority and the local highway authority within the meaning of the 1990 Act for the area within which the Site is situated

3.4 The Owner by written application numbered O/16/78314 and dated 22 April 2016 applied to the Council for Outline Planning Permission for the Development of the Site. On 22 July 2016 the Council refused the Application and the Owner has made the Appeal to the Secretary of State.

3.5 The Owner enters into this obligation with the intention that the obligations contained in this Deed will mitigate the impact of the Development in the event that the Appeal is allowed.

4. Legal Effect

4.1 This Deed is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Owner and its successors in title to each and every part of the Site as provided in those Sections and the covenants contained in Clause 5 hereof are planning obligations for the purposes of Section 106 of the 1990 Act

4.2 With the exception of clause 8 which shall come into effect on completion of this Deed, this Deed shall come into effect upon the grant of the Permission but the obligations in Clause 5 shall become effective only on Commencement of Development in accordance with Section 56 of the 1990 Act.

4.3 This Undertaking is a local land charge and will be registered as such

5 The Owner's Covenants

The Owner covenants to the Council to make the following contributions to the Council prior to Commencement of Development of the Site:-

5.1 Ten Thousand Pounds (£10,000) towards the Great Crested Newt Mitigation index linked as hereinafter specified

6 Sustainable Integrated Transport and Traffic Regulation Order

The Owner covenants to the County Council and as separate covenant to the Council to pay the County Council prior to Commencement of Development of the Site:-

6.1 Six Thousand Pounds (£6,000) towards the Traffic Regulation Order index linked in accordance with Clause 7.2 as hereinafter specified and the Owner hereby acknowledges the County Council's power to enforce the terms of this Clause 6 against the Owner

6.2 Fifty Five Thousand Two Hundred Pounds (£55,200) towards Sustainable Integrated Transport index linked in accordance with Clause 7.3 as hereinafter specified and the Owner hereby acknowledges the County Council's power to enforce the terms of this Clause 6 against the Owner

7. Indexation

7.1 The payments to be made pursuant to Clause 5.1 hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index (excluding Mortgages) maintained by the Office for National Statistics or any Index maintained by HM Government in substitution therefore last published prior to the date of payment of the said sum divided by the index figure shown in that Index last published prior to the completion of this Deed.

7.2 The payments to be made pursuant to Clauses 6.1 hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index maintained by the Office for National Statistics or any Index maintained by HM Government in substitution therefore last published prior to the date of payment of the said sum divided by the index figure shown in that Index last published prior to 1 February 2012.

7.3 The payments to be made pursuant to Clauses 6.2 hereof shall be increased by multiplying the same by the index figure shown in the Retail Price Index maintained by the Office for National Statistics or any Index maintained by HM Government in substitution therefore last published prior to the date of payment of the said sum divided by the index figure shown in that Index last published prior to 1 April 2009.

8. Costs

8.1 On completion of this Deed the Owner hereby agrees to pay the Council's reasonable legal costs together with all disbursements incurred in connection with the preparation completion and registration of this Deed

9. Rights of Third Parties

Save as expressly provided in this Deed, any person who is not a party to this Deed shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed

EXECUTED and delivered as a Deed the day and year first hereinbefore written

EXECUTED and delivered as a DEED by

the said [redacted]

(Signature)

in the presence of [redacted]

(Print name)

(Signature)

(Address of witness)

(Occupation of witnes

SOLICITOR.