

**DATED** \_\_\_\_\_ **2022**

**UNILATERAL UNDERTAKING GIVEN BY DEED BY  
CHERRY PARK RESICO LIMITED  
IN FAVOUR OF  
LONDON LEGACY DEVELOPMENT CORPORATION**

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**UNILATERAL UNDERTAKING GIVEN BY DEED  
MADE PURSUANT TO SECTION 106 OF THE  
TOWN AND COUNTRY PLANNING ACT 1990  
AND ALL OTHER POWERS ENABLING  
relating to land known as Cherry Park in Zone 1  
of Stratford City**

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Pinsent Masons

**THIS UNILATERAL UNDERTAKING** is given on

2022

**BY:-**

- (1) **CHERRY PARK RESICO LIMITED** (registered in Jersey under company number 128620) whose registered office is 27 Esplanade, St Helier, Jersey, JE1 1SG, Jersey (the "**Developer**")

**TO:-**

**LONDON LEGACY DEVELOPMENT CORPORATION** Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LLDC**")

**RECITALS:-**

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the LLDC is the local authority for the area in which the Site is situated for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Developer is the developer of the Site pursuant to the Hybrid Planning Permission, the Reserved Matters Permission and various non-material amendment consents.
- (C) The Developer is the proprietor of a long leasehold interest in the Site registered under title number TGL525994.
- (D) The Developer submitted the Section 96A Application in respect of the Site on 26 January 2021.
- (E) The Developer and the LLDC acknowledge that the Additional Residential Unit will constitute a Residential Unit and a part of the Development for the purposes of the Original Agreement as varied by the Deed of Variation and will be subject to the obligations contained in the Original Agreement as varied by the Deed of Variation.
- (F) The LLDC is satisfied that the obligations in this Deed are in the interests of the proper planning of the LLDC's administrative area. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended), being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

**IT IS AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 Except to the extent that they are inconsistent with the definitions and interpretation in Clause 1 of this Deed, the definitions and interpretations in Clause 1 of the Original Agreement shall apply:-

<b>"Additional Affordable Housing Contribution"</b>	means £39,579.22 (thirty-nine thousand, five hundred and seventy-nine pounds and twenty-two pence);
<b>"Additional Residential Unit"</b>	means the additional Residential Unit to be permitted by the Section 96A Application in Block C1 and shown on the attached plan at Appendix 1;
<b>"Challenge Period"</b>	means the period of 6 weeks and 7 working days from the date of the grant of Section 96A Consent

<b>"Deed of Variation"</b>	means the deed of variation dated 9 April 2019 between (1) London Legacy Development Corporation, (2) Stratford City Developments Limited, (3) Stratford City Shopping Centre (No. 2) Nominee A Limited and Stratford City Shopping Centre (No. 2) Nominee B Limited and (4) Link Corporate Trustees (UK) Limited;
<b>"Hybrid Planning Permission"</b>	means planning permission (reference number: 15/00358/OUT) for the comprehensive mixed use redevelopment of the site known as Cherry Park comprising 1) Full planning application for the development of a 10,902 sqm (GEA) Class A1 retail anchor store as an extension to Westfield Stratford City (of which 1,814 sqm GEA is existing), with associated basement retail servicing and plant; and 2) an outline planning application with all matters reserved for residential floorspace of up to 105,000 sqm GEA (Class C3 (up to 1,224 residential units), commercial floorspace of up to 3,300 sqm GEA (for use as either Class B1/A3/D1); along with landscaped public realm; associated ancillary residential amenity space and a basement housing up to 150 residential car parking spaces, up to 1,959 cycle parking spaces, residential servicing, plant and storage, and all other necessary enabling works dated 13 February 2018;
<b>"Original Agreement"</b>	means the section 106 agreement between (1) London Legacy Development Corporation, (2) Stratford City Developments Limited, (3) Stratford City Shopping Centre (No. 2) Nominee A Limited and Stratford City Shopping Centre (No. 2) Nominee B Limited and (4) Link Corporate Trustees (UK) Limited dated 13 February 2018;
<b>"Reserved Matters Approval"</b>	means reserved matters approval dated 31 May 2018 in respect of access, appearance, landscaping, layout and scale (reference number: 18/00061/REM) ;
<b>"Section 96A Application"</b>	means application for non-material amendment to make non-material changes to vary the drawings of the Reserved Matters Approval in respect of the access, appearance landscaping, layout and scale (planning reference no. 21/00035/NMA) concerning the Additional Residential Unit; and
<b>"Section 96A Consent"</b>	means the consent to be granted pursuant to the Section 96A Application.

- 1.2 A reference to laws in general is to all local, national and directly applicable laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.3 Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or partnership and vice versa.
- 1.4 Except where a contrary intention appears, a reference to a Clause or Schedule, is a reference to a Clause of, or Schedule to, this Deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.5 Clause, Schedule and paragraph headings do not affect the interpretation of this Deed.

## 2. **LEGAL EFFECT**

- 2.1 This Deed is made pursuant to sections 106 and 106A of the Town and Country Planning Act 1990, section 2 of the Local Government Act 2000, section 111 and 120 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LLDC.
- 2.3 The LLDC has the power to enforce the planning obligations contained in this Deed.
- 2.4 The obligations, covenants and undertakings on the part of the Developer are planning obligations with the intent that they shall be enforceable by the LLDC not only against the Developer but also against any successors in title to or assignees of or transferees of the Developer and/or any person claiming through or under the Developers an interest or estate in the Site as if that person had been an original covenanting party.
- 2.5 The obligations, covenants, undertakings and agreements contained in this Deed shall not be binding upon or enforceable against any chargee or mortgagee (including any chargee or mortgagee of any tenant) from time to time (including at the date hereof) who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver orders unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof.
- 2.6 LLDC shall send a copy of this Deed to the London Borough of Newham for registration as a local land charge.
- 2.7 Nothing in this Deed shall be construed as restricting the exercise by LLDC of any powers exercisable by it under the 1990 Act or under any other Act in the exercise of its function as a local authority.

## 3. **COMMENCEMENT**

- 3.1 The obligations contained in this Deed is conditional, and shall take effect, upon the grant of the Section 96A Consent.

## 4. **OBLIGATIONS OF THE DEVELOPER**

- 4.1 The Developer covenants with the LLDC to pay the Additional Affordable Housing Contribution to LLDC upon the expiry of the Challenge Period provided that no legal challenge or judicial review in respect of the Section 96A Consent has been made.

## 5. **TERMINATION OF THIS DEED**

- 5.1 This Deed will come to an end if the Section 96A Consent is quashed and no payment shall be payable under clause 4.

## 6. **NOTICES**

- 6.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 6.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.
- 6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

- 6.3.1 if delivered by hand, at the time of delivery;
- 6.3.2 if sent by post, on the second working day after posting; or
- 6.3.3 if sent by recorded delivery, at the time delivery was signed for.

6.4 If a notice, demand or any other communication is served after 4.00pm on a working day, or on a day that is not a working day, shall be treated as having been served on the next working day.

## 7. **VAT**

7.1 If at any time Value Added Tax ("**VAT**") is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

## 8. **INTEREST**

8.1 In the event that the sums referred to in clause 4 and 11 remain unpaid after the date on which it is due to be paid under this Deed the Developer shall pay to the LLDC interest at the rate of 3% (three per cent) above the prevailing base rate per annum of the LLDC's bank at the time of the said sum.

## 9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

9.1 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## 10. **JURISDICTION**

10.1 This Deed shall be governed by the laws of England and the Courts of England shall have sole jurisdiction in respect of the construction of this Deed and as to the respective rights and liabilities of the parties.

10.2 The obligations under this Deed shall not be binding or enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

## 11. **PAYMENT OF THE COUNCIL'S LEGAL COSTS**


11.1 On the date of this Deed the Developer shall pay LLDC's reasonable legal costs in connection with this Deed not exceeding £3,500 plus VAT.


IN WITNESS thereof the Developer has duly executed this Deed as a deed on the date first before written.

Executed as a Deed (but not delivered until the date of this Deed) by **CHERRY PARK RESICO LIMITED** acting by two directors

.....  
Full Name (Director)

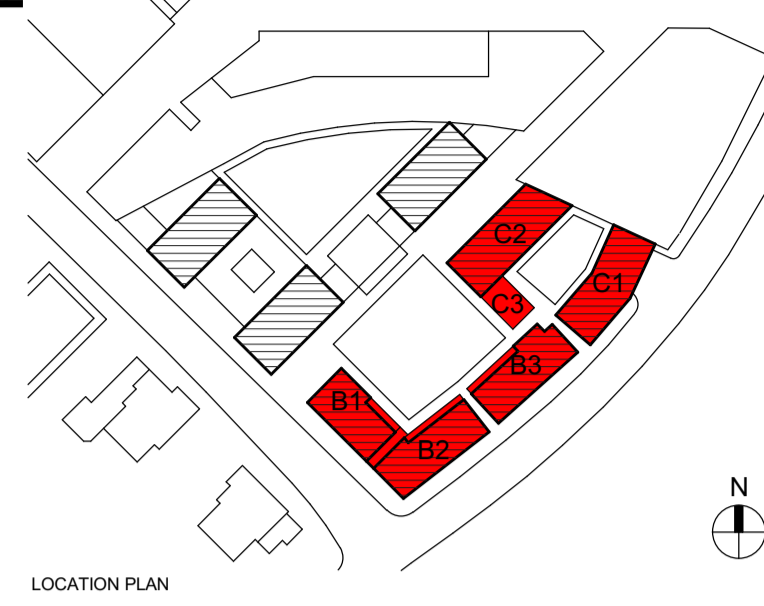
.....  
Full Name (Director)

DocuSigned by:  
  
.....  
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Signature of Director

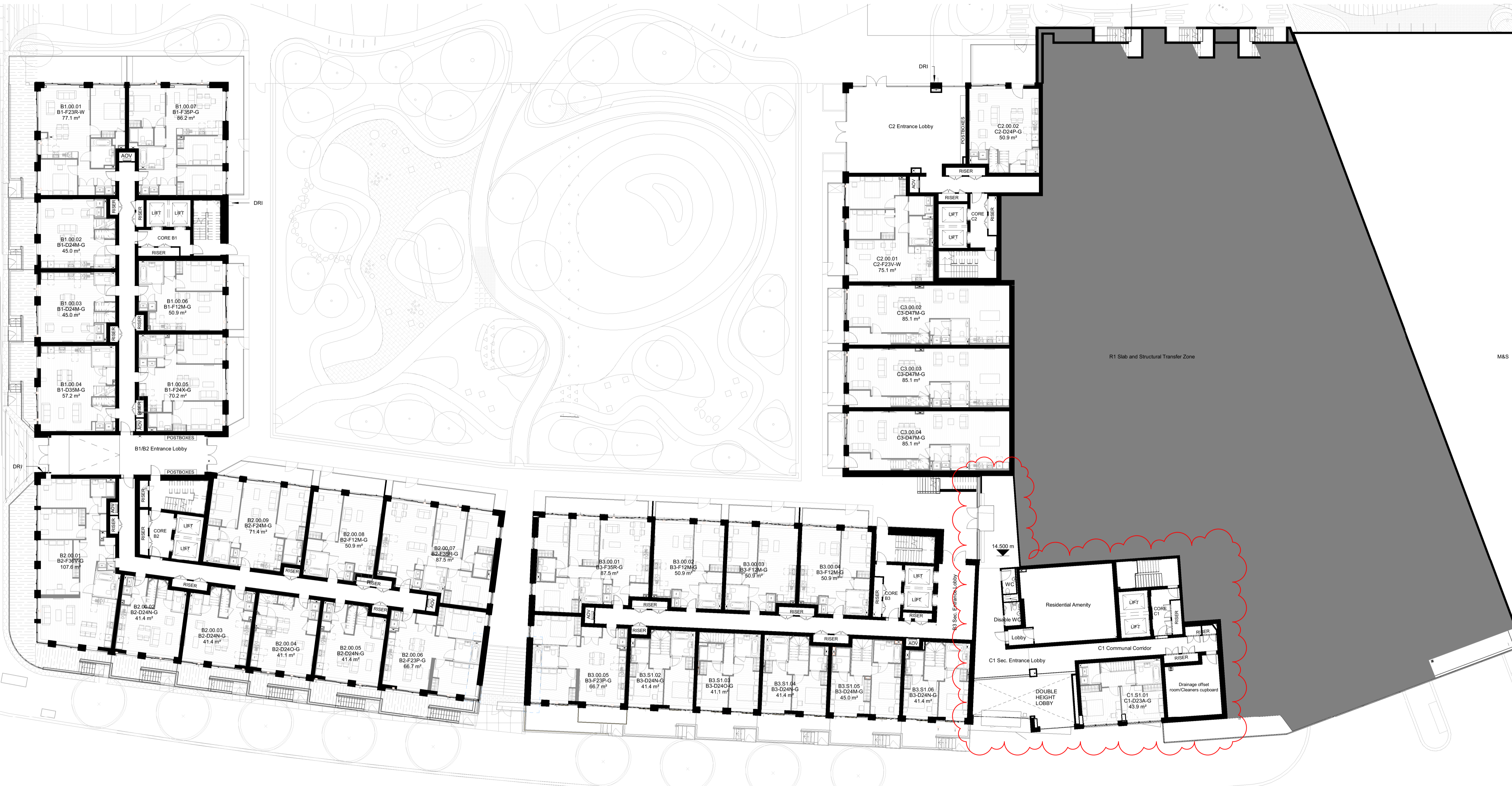
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.....  
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Signature of Director

## APPENDIX 1





DS  
 JH  
 DS  
 SK



LOCATION PLAN

M&S

P02	25-09-2020	NMA Submission Update - C1 Additional Apartment/Lobby Change	OZ	MC
P01	20-04-2018	RMA Submission Update	AA	PG SC
P00		First Issue RMA Submission	AS	AK, SC
Rev	Date	Description		Dwn Ckd

Consultant  
**PRP** prp-co.uk  
 London  
 020 7653 1200

Client  
**Westfield EUROPE LTD**

WESTFIELD EUROPE LTD  
 4th Floor, 1 Aniel Way, London, W12 7SL  
 Telephone +44 (0)20 7061 1400 Facsimile +44 (0)20 7061 1825

Client  
**WESTFIELD EUROPE LIMITED**

Project Title  
**Cherry Park**

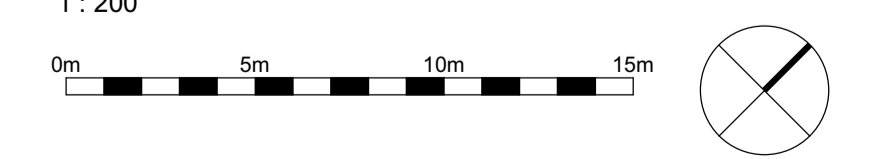
Drawing Title  
**Level 00  
 Zone BZ and CZ (All B and C blocks)  
 General Block Layout Plan**

Project Number	Status
CP	D4
Drawn by	Checked by
AS	SC
Scale @ A1	Sheet Created Date
1 : 200	2017-12-14

**CP-PRP-ZZ-00-DR-A-08001 P02**

Purpose of Issue  
**PLANNING**

Blocks B&C General Layout Plan - Level 00

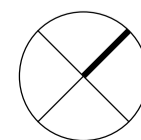






Basement General Layout Plan - Zone B-C - Level B1  
1 : 200

0m 5m 10m 15m

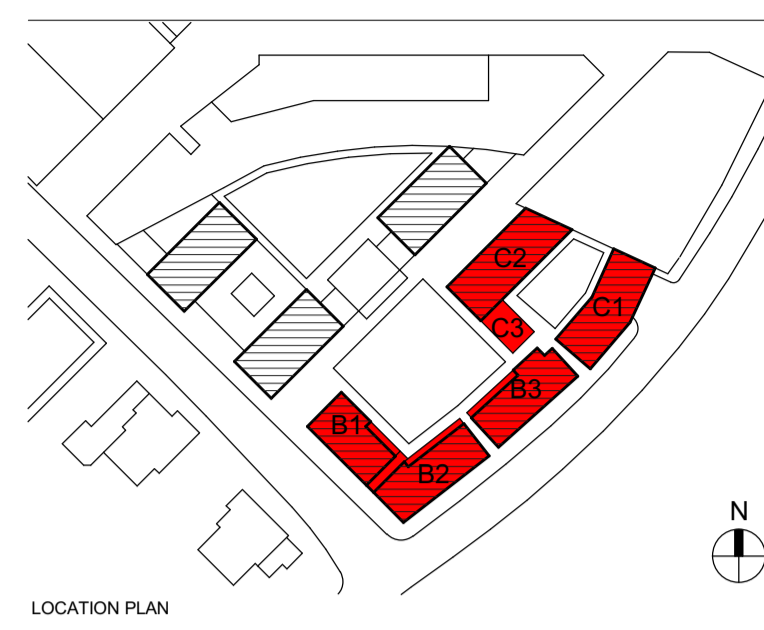


Dimensions to be verified on site. Use figured dimensions only. Do not work from reduced scale drawings. Please refer to scale and sheet size as indicated.

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DO NOT SCALE



LOCATION PLAN

DS  
JH

DS  
SA

P01	25-09-2020	NMA Submission Update - C1 Additional Apartment/Lobby Change	OZ	MC
P00		First Issue RMA Submission	AS/Aq	SC
Rev	Date	Description		Dwn Ckd

Consultant

**PRP** prp-co.uk  
London  
020 7653 1200

Client

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Client  
**WESTFIELD EUROPE LIMITED**

Project Title  
**Cherry Park**

Drawing Title  
**Basement - Zone BM and B3, C1  
Level B1 (Zone BZ and CZ Sheet)  
General Block Layout Plan**

Project Number	Status
CP	D4

Drawn by	Checked by
AS	SC

Scale @ A1	Sheet Created Date
1 : 200	2017-12-14

**CP-PRP-BM-B1-DR-A-08002 P01**

Purpose of Issue  
**PLANNING**