

Dated 6th June 2012

WELWYN HATFIELD BOROUGH COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

THE MOST HONOURABLE ROBERT MICHAEL JAMES MARQUESS OF SALISBURY &
THE MOST HONOURABLE ROBERT EDWARD WILLIAM CECIL

and

GASCOYNE HOLDINGS LIMITED

and

PERLPRAT DEVELOPMENT LIMITED

First Deed of Variation
re s.106 Agreement dated 5th June 2007
Dunhams Courtyard Park Street Old Hatfield Hertfordshire

WJS

THIS DEED OF VARIATION is made

Sixth of June 2012

BETWEEN

- (1) "the Council" : WELWYN HATFIELD BOROUGH COUNCIL of Council Offices The Campus Welwyn Garden City Hertfordshire AL8 6AE
- (2) "the County Council" : HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford in the County of Hertfordshire SG13 8DE
- (3) "the First Owner" : THE MOST HONOURABLE ROBERT MICHAEL JAMES MARQUESS OF SALISBURY & THE MOST HONOURABLE ROBERT EDWARD WILLIAM CECIL BOTH CARE OF HATFIELD PARK ESTATE OFFICE HATFIELD HERTFORDSHIRE AL9 5NQ
- (4) "the Second Owner" GASCOYNE HOLDINGS LIMITED (Company Registration Number 376458) whose registered office is situated at 22 Chancery Lane London WC2A 1LS
- (5) "the Third Owner" PERLPRAT DEVELOPMENTS LIMITED (Company Registration Number 845196) whose registered office is situated at 22 Chancery Lane London WC2A 1LS

RECITALS

1. This Deed is supplemental to the Deed of Planning Obligation dated 5 June 2007 and made between the same parties hereto
2. The First Owner the Second Owner and the Third Owners (hereinafter referred to as "the Owners") are the current registered freehold owner of the Land the particulars of which remain unchanged from those set out in Recital 3-6 in the Deed of Planning Obligation save that the Green Land is now registered under title number HD465785
3. The Owners of the one part (being the parties against whom the planning obligations in the Deed of Planning Obligation are enforceable) and the Council of the second part and the County Council of the third part (being the parties entitled to enforce the planning obligations in the Deed of Planning Obligation) have agreed to vary the Deed of Planning Obligation on the terms set out in this Deed to ensure that the planning obligations given in relation to the Original Permission will continue to be

owed (insofar as they remain unpaid) despite any amendment relating to the siting of Unit 17 Dunhams Courtyard, in the event that planning permission is granted for the same

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATIONS

- 1.1 This Deed is made pursuant to Section 106A of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000.
- 1.2 Unless the context otherwise requires terms defined in the Deed of Planning Obligation mentioned above and defined below have the same meaning when used in this Deed
- 1.3 In this Deed "Deed of Planning Obligation" means the Deed made 5th June 2007 between the Council (1) the County Council (2) the First Owner (3) the Second Owner (4) and the Third Owner (4) pursuant to Section 106 of the Act in relation to the planning permission granted following planning application S6/2005/0432/FP ("the Original Permission")

2. THE VARIATION

- 2.1 The Council the County Council and the Owners agree that with effect from the date of this Deed the Deed of Planning Obligation also applies to Planning Application S6/2012/0671/FP for a variation of the Original Permission to agree a proposed minor material change to the buildings approved ("the Second Planning Application")
- 2.2 Any reference in the Deed of Planning Obligation to the Original Permission including but not limited to the definitions of 'the Application' 'the Development' and 'the Planning Permission' will also include a reference to the Second Planning Application
- 2.3 For the avoidance of doubt once the Owners have satisfied all the obligations contained in the Deed of Planning Obligation whether having implemented the Original Permission and/or implementing the Second Planning Application (if granted) then the obligations in the Deed of Planning Obligation shall be deemed to be satisfied and shall not apply again against the Second Planning Application or the Original Permission (as the case may be) in whole or in part
- 2.4 Save as varied by this Deed the Deed of Planning Obligation shall remain in force and effect

3. GENERAL PROVISIONS

- 3.1 This Deed shall be registered as a local land charge

The Owners warrant to the Council and the County Council that they are the freehold owner of the Application Site and the only person against whom the Deed of Planning Obligation is enforceable AND no other party has an interest in the Application Site

3.3 The Owners covenant with the Council and the County Council respectively to pay on the date of this Deed the Council's and the County Council's reasonable legal fees for dealing with this Deed

3.4 The parties hereto intend that a person who is not either:-

3.4.1 a party to this Deed

3.4.2 a successor in title to land affected by any of the covenants contained herein;
or

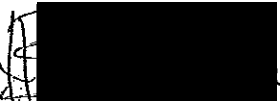
3.4.3 a mortgagee of the above

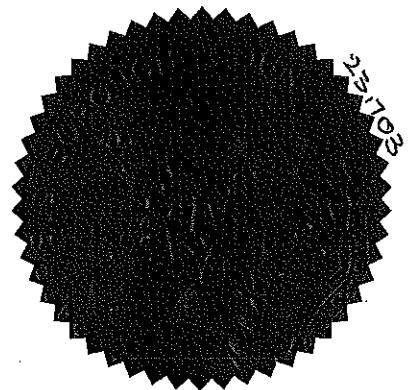
shall be excluded from having any right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed and this Deed may be varied or amended or supplemented without the consent of such person but this does not affect any right or remedy of a third party which exists or is available apart from that Act

IN WITNESS whereof the parties have executed this Deed as a deed but the same remains undelivered until the day and year first before written.

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

Authorized Signatory

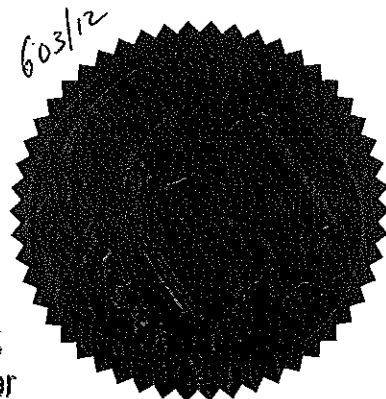

MAYOR
Robert B... ..
Authorized Officer



THE COMMON SEAL of)
HERTFORDSHIRE COUNTY COUNCIL)
was hereunto affixed in the presence of:)

Authorized Signatory


Kathryn Pettitt
Chief Legal Officer



SIGNED AS A DEED by
THE MOST HONOURABLE
ROBERT MICHAEL JAMES
MARQUESS OF SALISBURY

in the presence of :-

Witness (signature):

Name: P W J CLELL

Address: HILL END HOUSE
HATFIELD PARK A29 5PQ

Occupation: DIRECTOR / MGRIC S

SIGNED AS A DEED by
THE MOST HONOURABLE
ROBERT EDWARD WILLIAM CECIL

in the presence of :-

Witness (signature):

Name: P W J CLELL

Address: HILL END HOUSE
A29 5PQ

Occupation: DIRECTOR / MGRIC S

EXECUTED as a DEED by
The COMMON SEAL of)
GASCOYNE HOLDINGS LIMITED)
acting by its director and its)
was hereunto affixed to this)
Secretary)
Deed in the presence of:-)

Director (name):

Signature:

Director (name): P W J CLIFELL

Signature:

Company Secretary (name): JANE C FARRAR

Signature:

EXECUTED as a DEED by
The COMMON SEAL of)
PERLPRAT DEVELOPMENTS)
LIMITED acting by its director)
was hereunto affixed)
and its Secretary)
to this Deed in the presence of:-)

Director (name): P W J CLIFELL

Signature:

Director (name):

Signature:

Company Secretary (name): JANE C FARRAR

Signature: