

DATED 7th December 2012

- (1) WELWYN HATFIELD BOROUGH COUNCIL
- (2) BESSINGTON INVESTMENTS LIMITED

DEED OF MODIFICATION
of Deed of Planning Obligation
relating to land at Nyn Park Northaw Hertfordshire

**Boodle
Hatfield.**

This DEED OF MODIFICATION is made the 7th day of December 2012

BETWEEN:

- (1) WELWYN HATFIELD BOROUGH COUNCIL of Council Offices The Campus, Welwyn Garden City Hertfordshire AL8 6AE (the "Council")
- (2) BESSINGTON INVESTMENTS LIMITED (a company incorporated in Jersey) whose registered office is at Templar House Don Road St Helier Jersey JE1 2TR ("Bessington")

WHEREBY IT IS WITNESSED as follows:

1. RECITALS AND INTERPRETATION

- 1.1 The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Application Site is situated and by whom the obligations contained in this Deed and the Principal Deed are enforceable.
- 1.2 This Deed is supplemental to a Deed of Planning Obligation (the "Principal Deed") dated 26 October 2001 and made between (1) the Council (2) Bessington (3) Holt Interests Limited and (4) C. Hoare & Company.
- 1.3 Clauses 1 (Definitions) and 3 (Powers and Interpretation) of the Principal Deed apply to this Deed save as to any inconsistency.
- 1.4 Bessington is the registered proprietor of the Application Site.
- 1.5 The house known as Well House ("Well House") previously erected on the Site of Well House was destroyed by fire on 6 June 2011.
- 1.6 By Planning Permission No. S6/2012/0714/FP dated 3 July 2012 ("2012 Planning Permission") the Council granted Bessington permission to re-build

Well House on the Site of Well House and to carry out certain other operations on adjoining land within the Application Site.

- 1.7 The parties have agreed to vary the Principal Deed as hereinafter provided insofar as the Principal Deed relates to and affects the Site of Well House only.

2. STATUTORY AUTHORITY AND EFFECT

- 2.1 This Deed is entered into pursuant to Section 106 of the Act and for the avoidance of doubt, the covenants, restrictions and requirements imposed upon Bessington under the Principal Deed or as a result of the operation of this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against Bessington.

- 2.2 This Deed does not and shall not operate so as to release Bessington from any pre-existing or future breaches of the Principal Deed.

3. VARIATION OF PRINCIPAL DEED

- 3.1 Paragraphs 1 and 2 of Part B of the Schedule to the Principal Deed are deleted.
- 3.2 In all other respects the Principal Deed shall remain as drawn and Bessington hereby covenants with the Council to observe and perform all the covenants and obligations on the part of Bessington and Holt as contained in the Principal Deed.

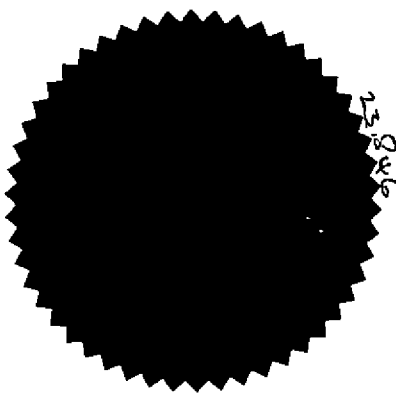
4. COUNTERPARTS

This Deed may be executed in any number of counterparts.

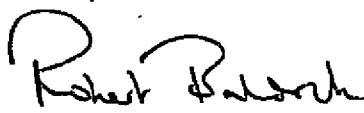
IN WITNESS whereof the Parties have executed this Deed the day and year first above written

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

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Mayor


Authorised Officer

SIGNED as a Deed on behalf of
BESSINGTON INVESTMENTS
LIMITED a company incorporated in Jersey
and
being persons who in accordance with the
laws of that territory are acting under the
authority of that company:

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Authorised Signatory 

Authorised Signatory 