

DATED 16th October 2002 2002

WELWYN HATFIELD DISTRICT COUNCIL (1)

- and -

HERTFORDSHIRE COUNTY COUNCIL (2)

- and -

CITY AND DISTRICT OF ST. ALBANS DISTRICT COUNCIL (3)

- and -

BAE SYSTEMS plc (4)

- and -

ARLINGTON PROPERTY DEVELOPMENTS LIMITED (5)

- and -

HARBOUR PROPERTIES LIMITED (6)

-and -

HATFIELD BUSINESS PARK LIMITED (7)

- and -

API (NO. 11) LIMITED (8)

- and -

API (NO. 14) LIMITED (9)

- and -

API (NO. 17) LIMITED (10)

- and -

API (NO. 18) LIMITED (11)

OCADO LIMITED (12)

- and -

T-Mobile (UK)

~~ONE2ONE PERSONAL COMMUNICATIONS~~ LIMITED (13)

- and -

NBC APPAREL (14)

- and -

INDUSTRIAL DEVELOPMENT PARTNERSHIP II (TRADING SUBSIDIARY)
LIMITED (15)

- and -

BOVIS HOMES LIMITED (16)

- and -

BRYANT HOMES SOUTHERN LIMITED (17)

- and -

THE UNIVERSITY OF HERTFORDSHIRE HIGHER
EDUCATION CORPORATION (18)

- and -

NEXT GENERATION CLUBS LIMITED (19)

- and -

DE HAVILLAND SPORTS AND SOCIAL CLUB (20)

- and -

POLYFIELD PROPERTY LIMITED (21)

DEED OF MODIFICATION
UNDER S106A TOWN AND COUNTRY PLANNING ACT 1990

relating to land at Hatfield Aerodrome
Hatfield Hertfordshire

DAVIES ARNOLD COOPER
6-8 Bouverie Street London EC4Y 8DD
Tel: 020 7936 2222; Fax: 020 7936 2020
e-mail: daclon@dac.co.uk
REF:S:ACSPECK\CLIENTS\128006.3\DOCUMENTS.S.106A.V13\FINAL

THIS DEED OF MODIFICATION is made on the 16th day of **October** 2002

BETWEEN

- (1) **WELWYN HATFIELD DISTRICT COUNCIL** of Council Offices, Welwyn Garden City ("the District Council")
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Hertford AL8 6AE ("the County Council")
- (3) **CITY AND DISTRICT OF ST ALBANS DISTRICT COUNCIL** of PO Box 2 District Council Offices St Peter's Street St Albans AL1 3JE ("St Albans")
- (4) **BAE SYSTEMS plc** (registered company number 1470151) (formerly known as British Aerospace Public Limited Company) whose registered office is situate at 6 Carlton Gardens London SW1Y 5AD ("BAES")
- (5) **ARLINGTON PROPERTY DEVELOPMENTS LIMITED** (registered company number 01464587) (formerly known as Arlington Securities (1998) Limited) whose registered office is situate at Arlington House Arlington Business Park Theale Reading Berkshire RG7 4SA ("Arlington")
- (6) **HARBOUR PROPERTIES LIMITED** (registered company number 01833719) whose registered office is situate at Arlington House Arlington Business Park Theale Reading Berkshire RG7 4SA ("Harbour")
- (7) **HATFIELD BUSINESS PARK LIMITED** (registered company number 02678394) whose registered office is situate at Arlington House Arlington Business Park Theale Reading Berkshire RG7 4SA ("Hatfield BP")
- (8) **A.P.I. (No. 11) LIMITED** (registered company number 04112419) whose registered office is situate at Arlington House Arlington Business Park Theale Reading Berkshire RG7 4JA ("A.P.I. No. 11")
- (9) **A.P.I. (No. 14) LIMITED** (registered company number 04112422) whose registered office is situate at Arlington House Arlington Business Park Theale Reading Berkshire RG7 4SA ("A.P.I. No. 14")
- (10) **A.P.I. (No. 17) LIMITED** (registered company number 04142020) whose registered office is situate at Arlington House 1025 Arlington Business Park Theale Reading Berkshire RG7 4SA ("A.P.I. No. 17")
- (11) **A.P.I. (No. 18) LIMITED** (registered company number 4142014) whose registered office is situate at Arlington House 1025 Arlington Business Park Theale Reading Berkshire RG7 4SA ("A.P.I. No. 18")
- (12) **OCADO LIMITED** (registered company number 03875000) (formerly known as LM Solutions (UK) Limited) whose registered office is situate at Swallowdale Lane Hemel Hempstead Hertfordshire HP 7PY ("Ocado")

T-Mobile(UK) Limited (formerly known as *Do not initial this document*)

ONE2ONE PERSONAL COMMUNICATIONS LIMITED (registered company number 02382161) whose registered office is situate at Imperial Place Maxwell Road Borehamwood Hertfordshire WD6 1EA ("One2One")

NBC APPAREL (registered company number 02774693) whose registered office is situate at 50 Clarendon Road Watford Hertfordshire WD17 1TX ("NBC")

INDUSTRIAL DEVELOPMENT PARTNERSHIP II (TRADING SUBSIDIARY) LIMITED (registered company number *4041624* ~~02986874~~) whose registered office is situate at ~~6 Heron Place George Street London W1H 5PA~~ ("IDP")

33 Cavendish Square London W1A 2NF
BOVIS HOMES LIMITED (registered company number 00397634) whose registered office is situate at Cleeve Hall Cheltenham Road Bishops Cleeve Cheltenham Gloucestershire GL52 8GD ("Bovis")

BRYANT HOMES SOUTHERN LIMITED (registered company number 00346732) whose registered office is situate at Popes Manor Murrel Hill Lane Binfield Bracknell Berkshire RG12 5DA ("Bryant")

THE UNIVERSITY OF HERTFORDSHIRE HIGHER EDUCATION CORPORATION whose registered office is situate at Hatfield Campus College Lane Hatfield Hertfordshire AL10 9AB ("the University")

NEXT GENERATION CLUBS LIMITED (registered company number 3117225) whose registered office is situate at Layton House Kew Green Richmond Surrey TW9 3AF ("Next Generation")

ANDY BENNIE ALBERT JACKSON HOWARD BROWN AND STANLEY CLAYTON the Trustees of the De Havilland Sports and Social Club ~~403 Holme Road Hatfield Hertfordshire ("DHSSC")~~ *OLD RECTORY DRIVE*

POLYFIELD PROPERTY LIMITED (registered company number 2509937) whose registered office is situate at Hatfield Campus College Lane Hatfield Hertfordshire AL10 9AP ("Polyfield")

WHEREBY IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 This Deed of Modification is made pursuant to the provisions of Section 106A of the Town and Country Planning Act 1990 and to the extent that it contains or may be construed to contain provisions relating to obligations of the Council pursuant to Section 111 of the Local Government Act 1972
- 1.2 This Deed modifies the terms of a deed of planning obligation made between the District Council (1) the County Council (2) St Albans (3) BAES(4) Arlington (5)

the University (6) and Hatfield BP (7) (hereinafter called "the Principal Deed") which related to the grant of outline planning permission under reference S6/99/1064//OP for the development of the Application Site as defined therein for mixed use development including a business park housing university campus sports centre and playing fields hotels primary school district centre recreational conversion of listed hangar aviation heritage centre and associated highway transport and service infrastructure landscaping and open space ("the Outline Planning Permission")

- 1.3 The Principal Deed contained obligations to carry out and complete a package of highway improvement measures within prescribed time limits with the intention of relieving the traffic congestion expected to arise as a result of the Development of the Application Site. In the light of more detailed work to determine the level of traffic management measures required to facilitate the Highway Improvements (as defined in the Principal Deed) the County Council and the District Council now accept that the practical difficulties of carrying out and completing the Highway Improvements in accordance with the terms of the Principal Deed would be likely to cause significant disruption to the flow of traffic through Hatfield during the course of the said improvements. The programme for the construction of the Strategic Transport Route has also been delayed. Accordingly it is agreed that the terms and provisions of the Principal Deed relating to the programme of Highway Improvements contained therein should be modified in accordance with the terms set out in this Deed
- 1.4 It is further agreed to modify the Principal Deed in accordance with the terms set out in this Deed to correct typographical errors which occurred in the Principal Deed and to revise the affordable housing provisions in accordance with the current practice of the District Council
- 1.5 This Deed is enforceable by the District Council and the County Council as the local planning authorities for the area in which the Application Site is situated against the parties hereto and their respective successors in title and assigns
- 1.6 In this Deed of Modification all words and expressions shall except where the context otherwise provides have the same meaning as those contained in the Principal Deed

1.7 For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms conditions covenants and obligations contained in the Principal Deed shall (save as otherwise provided in this Deed of Modification) remain in full force and effect as though the said terms of the Principal Deed were set out herein in extenso

1.8 It is hereby agreed that with effect from the date hereof the Development of the Application Site will be subject to and bound by the terms of the Principal Deed as modified by this Deed of Modification

2 INTERESTS IN APPLICATION SITE

2.1 BAES is registered at HM Land Registry under Title Numbers HD 39202 HD382928 HD182481 HD182508 and HD117162 as the freehold owner of those areas of land shown by the colours numbered 1 3 4 5 6 7 8 9 10 11 12 and 16 on the drawing numbered 6874/128k annexed hereto (hereinafter called "the Landowners Plan")

2.2 Hatfield BP is registered at HM Land Registry under Title Number HD297619 as the freehold owner of that area of land shown by the colour numbered 17 on the Landowners Plan that was the subject of a transfer to API (No. 14) dated 1 June 2001 and which said transfer is the subject of an application to HM Land Registry for the registration thereof and also as the freehold owner of the area of land shown by the colour numbered 13 on the Landowners Plan which said land was the subject of a transfer to Harbour dated 23 November 2001 and which said transfer is the subject of an application to HM Land Registry for the registration thereof

2.3 By transfers dated 31 May 2001 and 29 June 2001 those areas of land shown by the colour numbered 12 on the Landowners Plan were transferred by BAES to Arlington as freehold owner and which said transfers are the subject of applications to HM Land Registry for the registration thereof

2.4 By a transfer dated 29 June 2001 the area of land shown by the colour numbered 3 on the Landowners Plan was transferred by BAES to API (No.11) as the freehold owner and which said transfer is the subject of an application to HM Land Registry for the registration thereof

5m.s.jauwopue7k827k1andowners.dwg

- 2.5 By two separate transfers both dated 1 June 2001 that area of land shown by the colour numbered 4 on the Landowners Plan was transferred by BAES and Hatfield BP to API (No.14) as the freehold owner and which said transfers are the subject of applications to HM Land Registry for the registration thereof
- 2.6 By a transfer dated 4 February 2002 the area of land shown by the colour numbered 5 on the Landowners Plan was transferred by BAES to API (No.17) as the freehold owner and which said transfer is the subject of an application to HM Land Registry for the registration thereof
- 2.7 By a transfer dated 4 February 2002 the areas of land shown by the colour numbered 6 and 16 on the Landowners Plan were transferred by BAES to API (No.18) as the freehold owner and which said transfer is the subject of an application to HM Land Registry for the registration thereof and Arlington has entered into an agreement dated 26 February 2002 with API (No. 18) to purchase that area of land shown by the colour numbered 16 on the Landowners Plan
- 2.8 Ocado has the benefit of an agreement for lease dated 29 December 2000 between API (No. 11) Arlington LM Solutions (UK) Limited and John Lewis PLC in respect of the land and buildings situate on the areas of land shown hatched blue and hatched brown on the drawing numbered 6874/136D annexed hereto (hereinafter called "the Tenants Plan")
- 2.9 One2One has the benefit of an agreement for lease with Arlington dated 9 January 2001 (which said lease was assigned to API (No. 14) on 5 June 2001) and a short term tenancy with Hatfield BP dated 1 June 2001 in respect of those areas of land shown hatched pink on the Tenants Plan together with the buildings situate thereon and an option agreement with Arlington dated 9 January 2001 in respect of that area of land shown hatched green on the Tenants Plan
- 2.10 NBC Apparel has the benefit of a lease dated 27 February 2002 with API (No. 17) Arlington and NBC Apparel Group Limited in respect of the area of land and buildings situate thereon shown hatched purple on the Tenants Plan
- 2.11 ~~Industrial Development Partnership II (Trading Subsidiary) Limited~~ has the benefit of a contract dated 27 November 2001 with Arlington to purchase the

freehold interest in that area of the land shown by the colour numbered 9 on the Landowners Plan

2.12 By a transfer dated 3 July 2001 the two areas of land shown by the colour numbered 1 on the Landowners Plan were transferred by BAES to Bovis and Bryant as the freehold owners and which said transfer is the subject of an application to HM Land Registry for the registration thereof

2.13 The University is registered at HM Land Registry under Title Number HD395551 as the freehold owner of the area of land shown by the colour numbered 14 on the Landowners Plan

2.14 ~~The University has the benefit of a lease with BAES dated~~ *incorporated on behalf of BAES*
~~in respect of that area of land shown hatched yellow on the Tenants Plan~~

2.15 Polyfield has the benefit of a lease with the University dated 8 February 2002 in respect of those areas of land shown coloured pale blue on the Tenants Plan and DHSSC has the benefit of an underlease with Polyfield dated 8 February 2002 in respect of the said areas of land shown hatched pale blue on the Tenants Plan

2.16 Next Generation has the benefit of a contract dated 12 January 2001 with BAES to acquire the freehold interest in that area of land shown by the colour numbered 10 on the Landowners Plan

by a transfer dated 16 April 2002
Polyfield has the benefit of an agreement dated 26 February 2002 with Arlington ~~to purchase~~ the freehold interest in that area of land shown by the colour numbered 16 on the Landowners Plan from API (No. 18) ~~at the direction of Arlington~~ and which said transfer is the subject of an application to HM Land Registry for the registration thereof

VARIATIONS TO THE PRINCIPAL DEED

3.1 In the definition of "Shared Ownership Lease" in Clause 1 of the Principal Deed there shall be inserted the word "initially" after the word "whereby" in line 4 thereof

3.2 In the definition of "Spine Road" in Clause 1 of the Principal Deed there shall be inserted the number "6" after the word "Plan"

3.3 Clause 4.9 of the Principal Deed shall be deleted and the following clause substituted therefor:-

"4.9 Not to Commence any part of the Spine Road any part of the Strategic Footpath and Cycleway Network or any part of the Strategic Transport Route unless and until the necessary technical details of that part of the Spine Road that part of the Strategic Footpath and Cycleway Network or that part of the Strategic Transport Route shall have been submitted to and approved by the County Council as the local highway authority"

3.4 In Clause 4.12 at line 10 on page 40 of the Principal Deed delete the word "twelve" and insert the word "eighteen" in place thereof and at lines 11 and 12 of the same clause on the same page delete the words "first anniversary of" and insert the words "expiration of the said period of eighteen months after"

3.5 In Clause 4.13 at lines 5 and 6 on page 40 of the Principal Deed delete the words "Strategic Transport Route the Galleria Roundabout Improvement and the"

3.6 Insert a new Clause 4.13.1 in the Principal Deed as follows:-

"4.13.1 Not to Commence any Development in the District Centre (other than laying of services and foundation works) and not to occupy more than 650 Units of Development until Section 38 Agreements and Section 278 Agreements shall have been entered into in relation to the construction dedication and adoption^{of} and contracts shall have been let for the Strategic Transport Route and the Galleria Roundabout Improvement in accordance with details and a timetable of implementation previously submitted to and approved by the County Council and under which the County Council shall have "step-in" rights to complete all or any such works if at any stage the approved timetable of implementation is not met PROVIDED ALWAYS that the said Section 38 Agreements and Section 278 Agreements shall have been completed and the said contracts shall have been let prior to the expiration of 22 months after Commencement"

3.7 Delete Clause 4.15 of the Principal Deed and substitute therefor the following:-

"4.15 To construct and complete the Strategic Transport Route including the District Centre Interchange to the satisfaction of the County Council and immediately upon completion thereof to make the same available and open to

buses cyclists pedestrians and emergency vehicles only over the length identified by yellow spots on the Master Plan and to all traffic in respect of the length identified by purple dashes interspersed with yellow dots on the Master Plan in accordance with the following programme:-

4.15.1 that length of the Strategic Transport Route between points B - C on the attached drawing numbered 120B (the "STR Plan") to be completed and made available for use as aforesaid prior to the earlier of either first occupation of more than 80 Units of Development within the Residential Area or more than 1150 Units of Development;

4.15.2 that length of the Strategic Transport Route between points C - D on the STR Plan to be completed and made available for use as aforesaid prior to the earlier of the first occupation of 50 Units of Development in the District Centre or the first occupation of 700 Units of Development or the expiration of 27 months from the date of Commencement; and

4.15.3 that length of the Strategic Transport Route between points A - B on the STR Plan to be completed and made available for use as aforesaid by no later than April 2004

or such longer periods as may be agreed in writing by the County Council **PROVIDED ALWAYS THAT** if a Force Majeure Event occurs during the relevant periods specified in the construction programme above then that period shall be extended by an additional period equal to the delay caused by the Force Majeure Event"

3.8 In Clause 4.19 at line 2 of page 42 of the Principal Deed delete the words "immediately upon its completion" and at line 4 thereof delete all of the words after the word "public" down to and including the word "Council" in line 10 and insert the words " with effect from but not before April 2004" in place thereof

3.9 Delete Clause 4.21 of the Principal Deed and insert in place thereof the following:-

"4.21.1 Not to occupy dispose of or cause or permit first Occupation of more than the earlier of either 80 Units of Development within the Residential Area or 1150 Units of Development until that length of the Strategic Transport Route between

points B - C on the STR Plan shall have been completed and made freely available and open to buses cyclists pedestrians and emergency vehicles at all times”

“4.21.2 Not to occupy dispose of or cause or permit first occupation of more than the earlier of 50 Units of Development within the District Centre or 700 Units of Development or the expiration of 27 months from the date of Commencement until that length of the Strategic Transport Route between points C - D on the STR Plan shall have been completed and made freely available and open to buses cyclists pedestrians and emergency vehicles at all times”

“4.21.3 Not to occupy dispose of or cause or permit first occupation of any further Units of Development beyond 1 April 2004 until that length of the Strategic Transport Route between points A - B on the STR Plan shall have been completed and made freely available and open to buses cyclists pedestrians and emergency vehicles at all times”

- 3.10 In Clause 4.25 at line 1 on page 44 of the Principal Deed insert the words “the first” after the word “permit” and in the same line delete the words “more than 99” and insert the word “ any” in place thereof and at line 2 and line 3 delete the words “within the Residential Area or 1149 Units of Development within the [District Centre or] the Arlington Land” and insert the words “after 1 April 2004”
- 3.11 In Clause 4.32 at line 1 on page 44 of the Principal Deed to delete the words “occupation of any part of the Development on the Arlington Land” and insert the words “April 2004” in place thereof
- 3.12 In Clause 4.69 of the Principal Deed the figure of “£200,000.00” shall be deleted and the figure of “£125,000.00” substituted therefor
- 3.13 At the end of Clause 4.81 at line 5 on page 57 of the Principal Deed insert the words “unless otherwise agreed in writing by the District Council”
- 3.14 In Clause 4.83 at line 8 on page 57 of the Principal Deed delete the words “following Commencement of the Development” and insert the words “with effect from but not before April 2004” in place thereof

- 3.15 In Clause 4.84 at line 6 on page 58 of the Principal Deed after the word "resource" delete the word "and" insert the words "or the first opening of Ellenbrook Park to members of the public and with effect from but not before April 2004" in place thereof
- 3.16 In Clause 4.91 sub-clause (b) at line 4 on page 59 of the Principal Deed delete the words "until 31st December 2002" and insert the words "with effect from but not before April 2004" and in lines 4 - 6 delete the words " notwithstanding the terms of any Section 38 Agreement this part of the Strategic Footpath and Cycle Route shall" and insert the word "to" in place thereof and in lines 7 -8 on page 60 delete the words "with effect from 1 January 2003" and insert the words "in accordance with the terms of any Section 38 Agreement"
- 3.17 In Clause 4.110 at lines 2 and 3 on page 64 of the Principal Deed delete all of the words after the word "upon" in line 1 and insert the following in place thereof:-
- 4.110.1 any person acquiring any Affordable Dwelling pursuant to a statutory right to acquire the same
- 4.110.2 a mortgagee or chargee of the Affordable Housing Land or any part thereof or any Affordable Dwelling or any receiver appointed by such mortgagee or chargee or any person deriving title from them
- 4.110.3 any lessee of any Shared Ownership Dwelling or any person deriving title from them or from any mortgagee or chargee of such lessee
- 3.18 In Clause 4.129 of the Principal Deed the floorspace figure of "5557M² against the use of "Unit shops" shall be deleted and the figure of "557M²" substituted therefor
- 3.19 In Clause 4.139 of the Principal Deed the floorspace figure of "178,726" in the last box of the second column of the table shall be deleted and the figure of "190,996" substituted therefore
- 3.20 In Clause 5.9 at line 4 on page 82 of the Principal Deed delete the words "Strategic Transport Route the Galleria Roundabout Improvement and the"
- 3.21 In Clause 5.11 at line 3 on page 83 of the Principal Deed delete the words "Strategic Transport Route" and insert the words "that part of the Strategic

Transport Route extending between points B - C - D on the STR Plan and the Galleria Roundabout Improvements" in place thereof

3.22 The table in Part 1 of Schedule Eleven of the Principal Deed shall be deleted and the following table substituted therefor:-

"PART 1 TRIGGERS FOR OFF-SITE HIGHWAY IMPROVEMENTS

Junction	Triggers
Comet Roundabout including Bishops Square Roundabout Improvement	450 Units of Development or within 12 months of Commencement if earlier unless otherwise agreed in writing by the County Council
Roehyde Interchange Improvement	700 Units of Development or within 22 months of Commencement if earlier unless otherwise agreed in writing by the County Council
Jack Oldings Roundabout Improvement	850 Units of Development or within 31 months of Commencement if earlier unless otherwise agreed in writing by the County Council
Green Lanes Roundabout Improvement	700 Units of Development or within 27 months of Commencement if earlier unless otherwise agreed in writing by the County Council
Gatehouse Junction Improvement	35 Units of Development in the District Centre or within 27 months of Commencement if earlier unless otherwise agreed in writing by the County Council
Galleria Roundabout Improvement	50 Units of Development in the District Centre or 700 Units of Development or within 27 months of Commencement if earlier unless otherwise agreed in writing by the County Council

[NOTE: The triggers specified in the table above include the Units of Development associated with the proposed development of the University Campus as defined in Schedule 16 and Commencement means the commencement of the Development which occurred on 19 February 2001]"

3.23 In Schedule Eleven of the Principal Deed there shall be inserted immediately after the modification referred to in Clause 3.2² above the following heading:-

"PART 2 OFF-SITE HIGHWAY IMPROVEMENTS"

3.24 Schedule 16 of the Principal Deed shall be deleted in its entirety and the following schedule shall be inserted in its place:-

"SCHEDULE SIXTEEN

HATFIELD AERODROME TRIGGERS

Units of Development

The quantum of Development is for the purposes of calculating when any particular contribution is payable, facility provided, restriction applicable lifted or other obligation becoming due is to be converted into Units of Development using the table below where the quantum of Development appearing against the relevant form of Development in the same horizontal division of the table shall be equal to one (1) Unit of Development

Land Use	Quantum of built Development on all floors equal to 1 (one) Unit of Development ¹
B1	100 square metres gross external floor space
B2	120 square metres gross external floor space
B8	340 square metres gross external floor space
Residential	2.5 Dwellings
Hotel	2.2 Hotel rooms
D2 Leisure	135 square metres gross external floor space
University	150 square metres gross external floor space
Student Accommodation	20 bedrooms
Non Food Retail	20 square metres gross external floor space
Retail (Food)	40 square metres gross external floor space
Restaurant	100 square metres gross external floor space
Drive Thru	30 square metres gross external floor space
Sui Generis Uses	100 square metres gross external floor space

¹ Excludes:
 buildings in Ellenbrook Park
 Primary School building
 Childcare buildings
 Community Centre and other community buildings

For example, each 100 m2 gross external floorspace of B1 (a) generates one Unit of Development.

This table is used to identify the various triggers/or thresholds used for works contributions restrictions and other obligations under this Agreement.

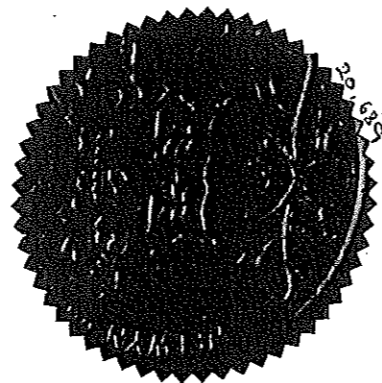
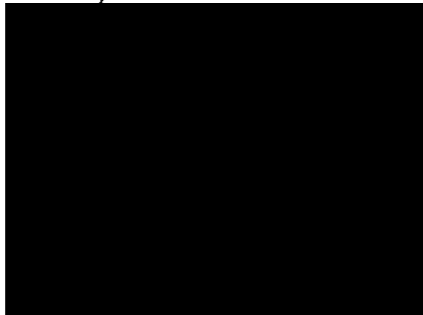
Where any individual development is a mixed use development then the conversion of floor space into Units of Development will be based on the most onerous standard applicable to any individual component within that mixed use development so that a development of 1020 sq m of mixed B2/B8 floor space will equate to 8.5 Units of Development (ie. 1020 divided by 120 equals 8.5 Units of Development).

4 This Deed of Modification shall be registerable as a local land charge by the District Council and/or the County Council under the provisions of the Local Land Charges Act 1975

5 A copy of this Deed of Modification shall forthwith be attached to the Principal Deed

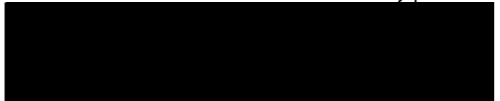
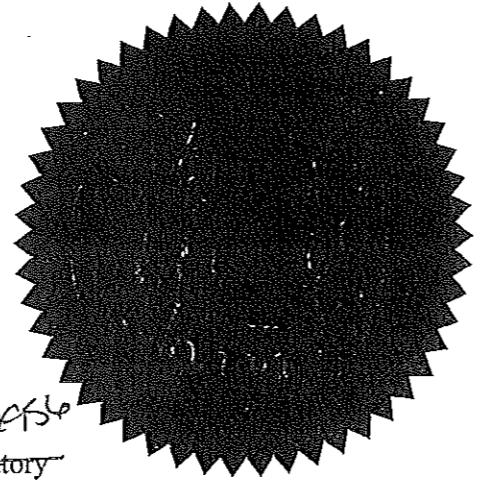
IN WITNESS whereof the parties hereto have executed this planning obligation as a Deed the day and year first before written

THE COMMON SEAL of
WELWYN HATFIELD DISTRICT
COUNCIL was hereunto affixed in
the presence of:-



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

)
)
)
)



Chairman

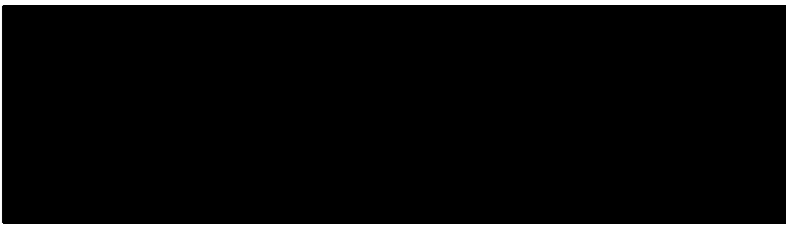
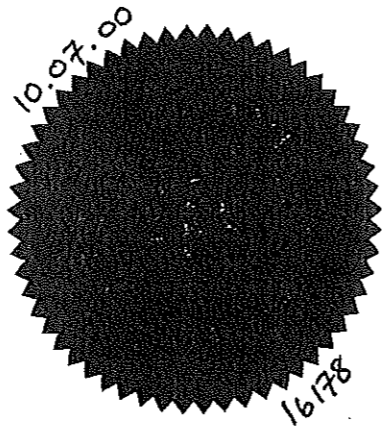
20156

Authorised Signatory

ASSISTANT COUNTY SECRETARY

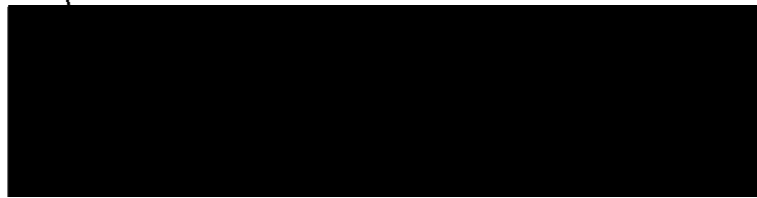
THE COMMON SEAL OF ST ALBANS
CITY COUNCIL was hereunto affixed in
the presence of:-

)
)
)



EXECUTED AS A DEED by
BAE SYSTEMS plc
acting by two Directors or a
Director and the Secretary

)
)

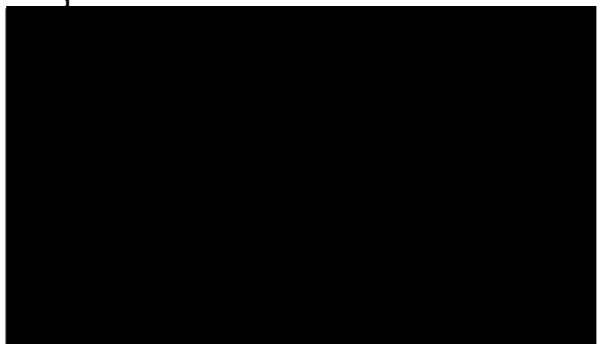


Director

Director/Secretary

EXECUTED AS A DEED by
ARLINGTON PROPERTY
DEVELOPMENS LIMITED
acting by two Directors
or a Director and the Secretary

)
)
)
)
)

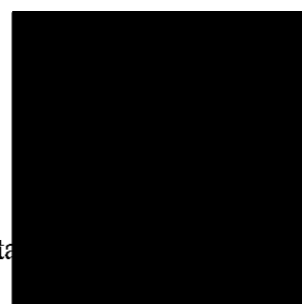


EXECUTED AS A DEED by
HARBOUR PROPERTIES LIMITED
acting by two Directors or
a Director and the Secretary

)
)
)
)

Director

Director/Secretary

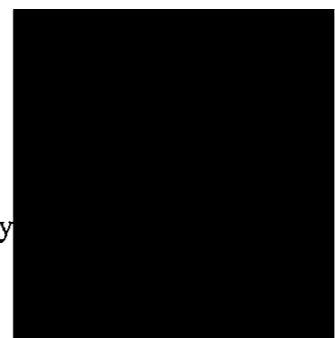


EXECUTED AS A DEED by
HATFIELD BUSINESS PARK
LIMITED acting by two Directors
or a Director and the Secretary

)
)
)
)

Director

Director/Secretary

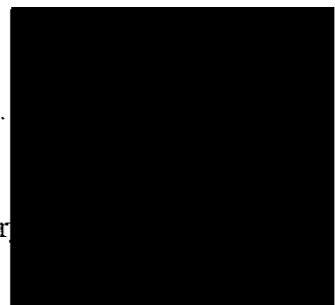


EXECUTED AS A DEED by
A.P.I. (NO.11) LIMITED
acting by two Directors or
a Director and the Secretary

)
)
)
)

Director

Director/Secretary

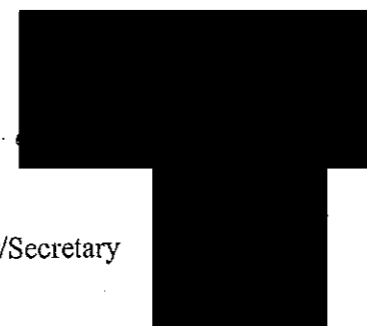


EXECUTED AS A DEED by
A.P.I. (NO.14) LIMITED
acting by two Directors or
a Director and the Secretary

)
)
)
)

Director

Director/Secretary



EXECUTED AS A DEED by
A.P.I. (NO.17) LIMITED
acting by two Directors or
a Director and the Secretary

)
)
)
)

Director

~~Director~~/Secretary

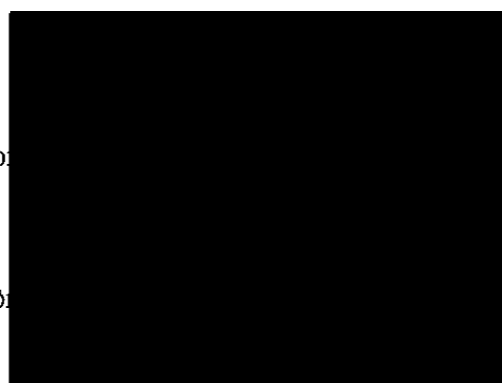


EXECUTED AS A DEED by
A.P.I. (NO.18) LIMITED
acting by two Directors or
a Director and the Secretary

)
)
)
)

Director

~~Director~~

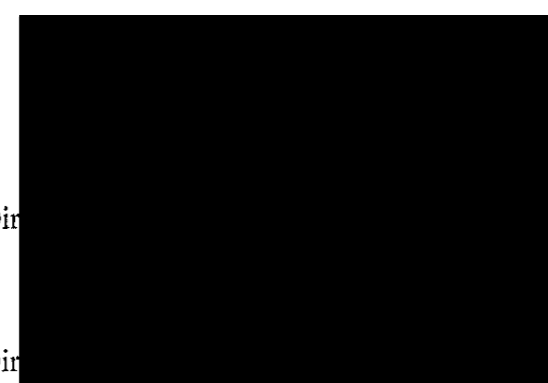


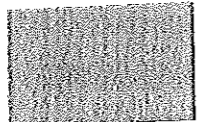
EXECUTED AS A DEED by
OCADO LIMITED
acting by two Directors or
a Director and the Secretary

)
)
)
)

Dir

Dir



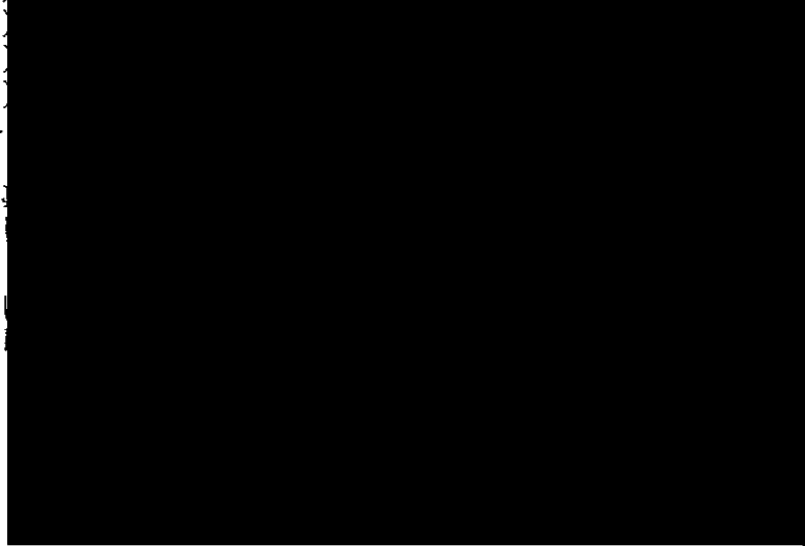
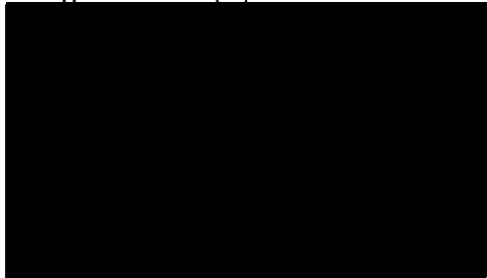


Do not
initial
this
document

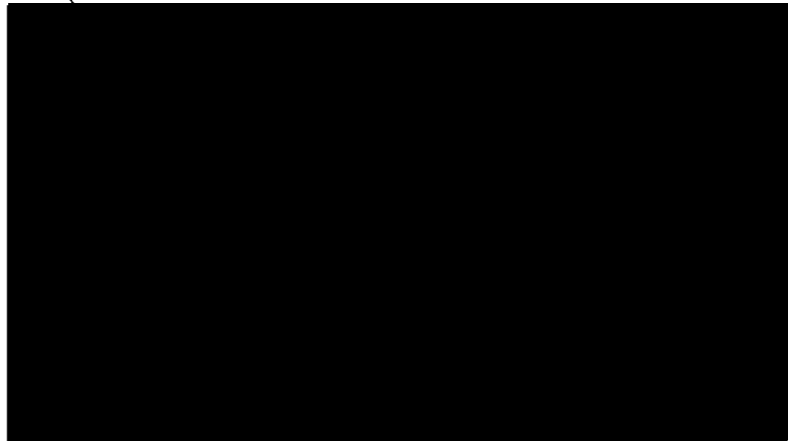
EXECUTED AS A DEED by)
ONE2ONE-PERSONAL-T-Mobile(UK))
COMMUNICATIONS)
LIMITED)

acting by two Directors or
a Director and the Secretary

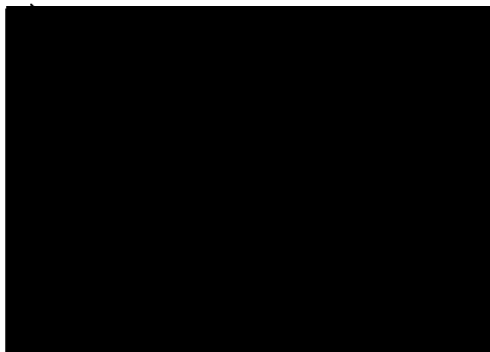
acting by its Attorney pursuant
to a Power of Attorney dated
8 January 2001 in the



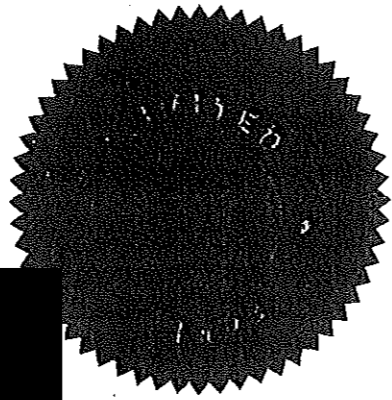
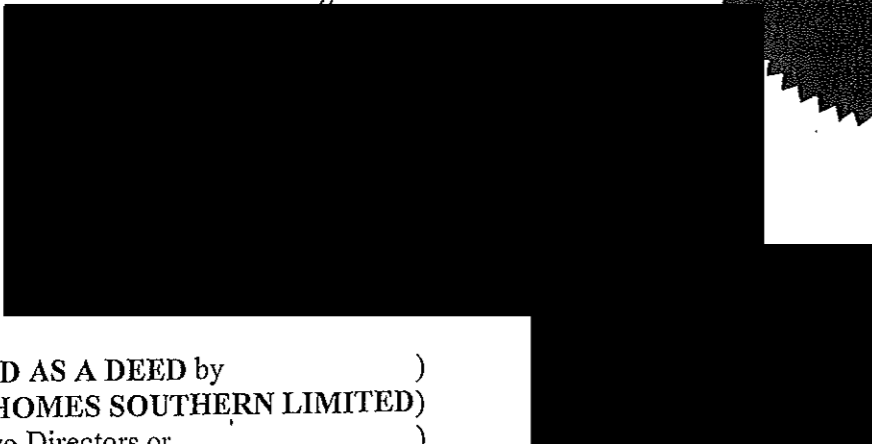
EXECUTED AS A DEED by)
NBC APPAREL)
acting by two Directors or)
a Director and the Secretary)



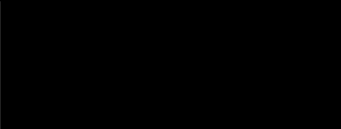
EXECUTED AS A DEED by)
INDUSTRIAL)
DEVELOPMENT PARTNERSHIP II)
(TRADING SUBSIDIARY) LIMITED)
acting by two Directors or)
a Director and the Secretary)



EXECUTED AS A DEED by)
BOVIS HOMES LIMITED)
acting by two Directors or)
a Director and the Secretary)



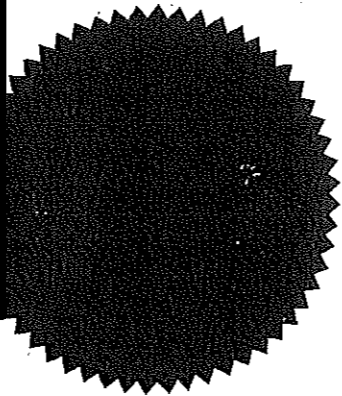
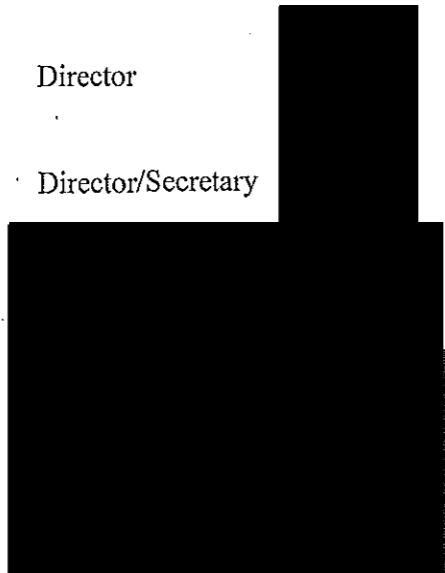
EXECUTED AS A DEED by)
BRYANT HOMES SOUTHERN LIMITED)
acting by two Directors or)
a Director and the Secretary)



Director

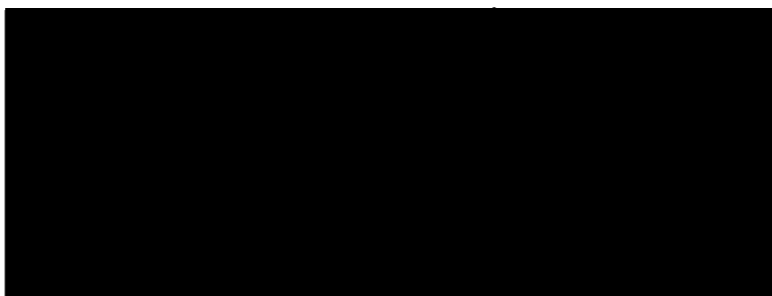
Director/Secretary

THE COMMON SEAL of
THE UNIVERSITY OF
HERTFORDSHIRE HIGHER
EDUCATION CORPORATION
was hereunto affixed in the presence of:-

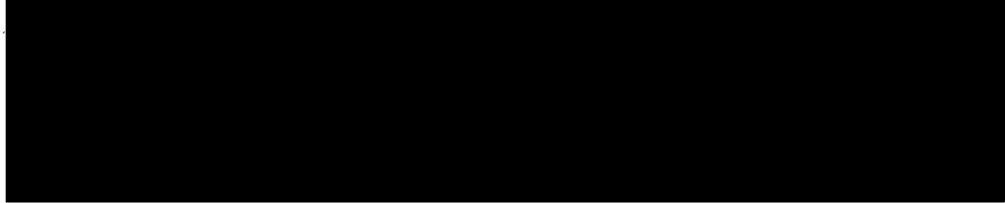
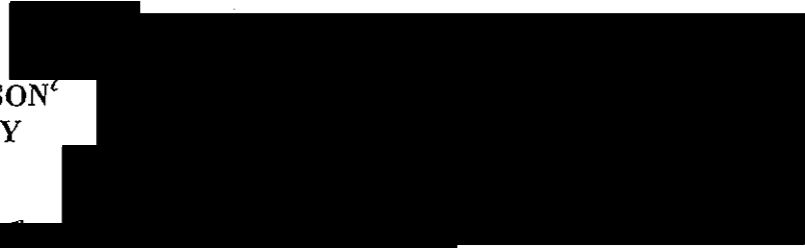


Authorised Officer

EXECUTED AS A DEED by)
NEXT GENERATION CLUBS LIMITED)
acting by two Directors or)
a Director and the Secretary)



EXECUTED AS A DEED by
ANDY BENNIE ALBERT JACKSON
HOWARD BROWN and STANLEY
CLAYTON as the Trustees of the
De Havilland Sports and Social Club



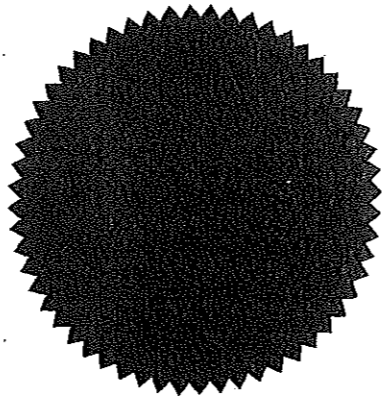
EXECUTED AS A DEED by
POLYFIELD PROPERTY LIMITED
acting by two Directors or
a Director and the Secretary

)
)
)
)



Director

Director/Secretary



ified
ngth
n in

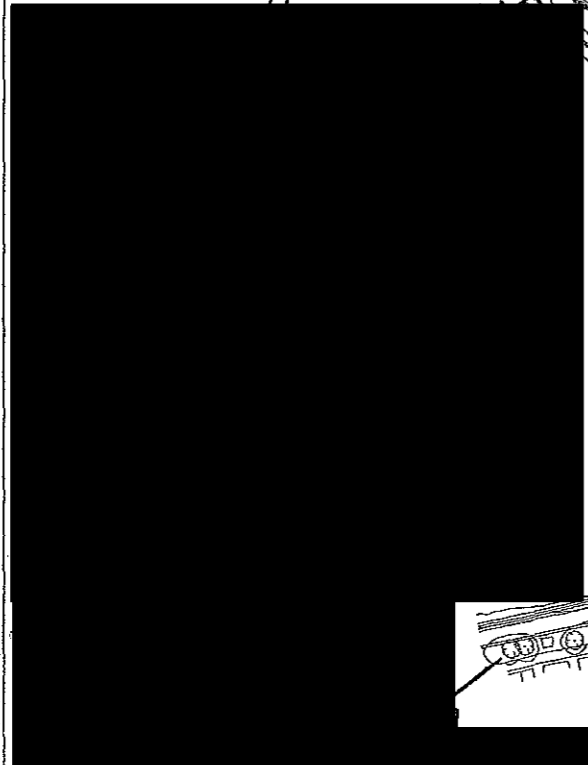
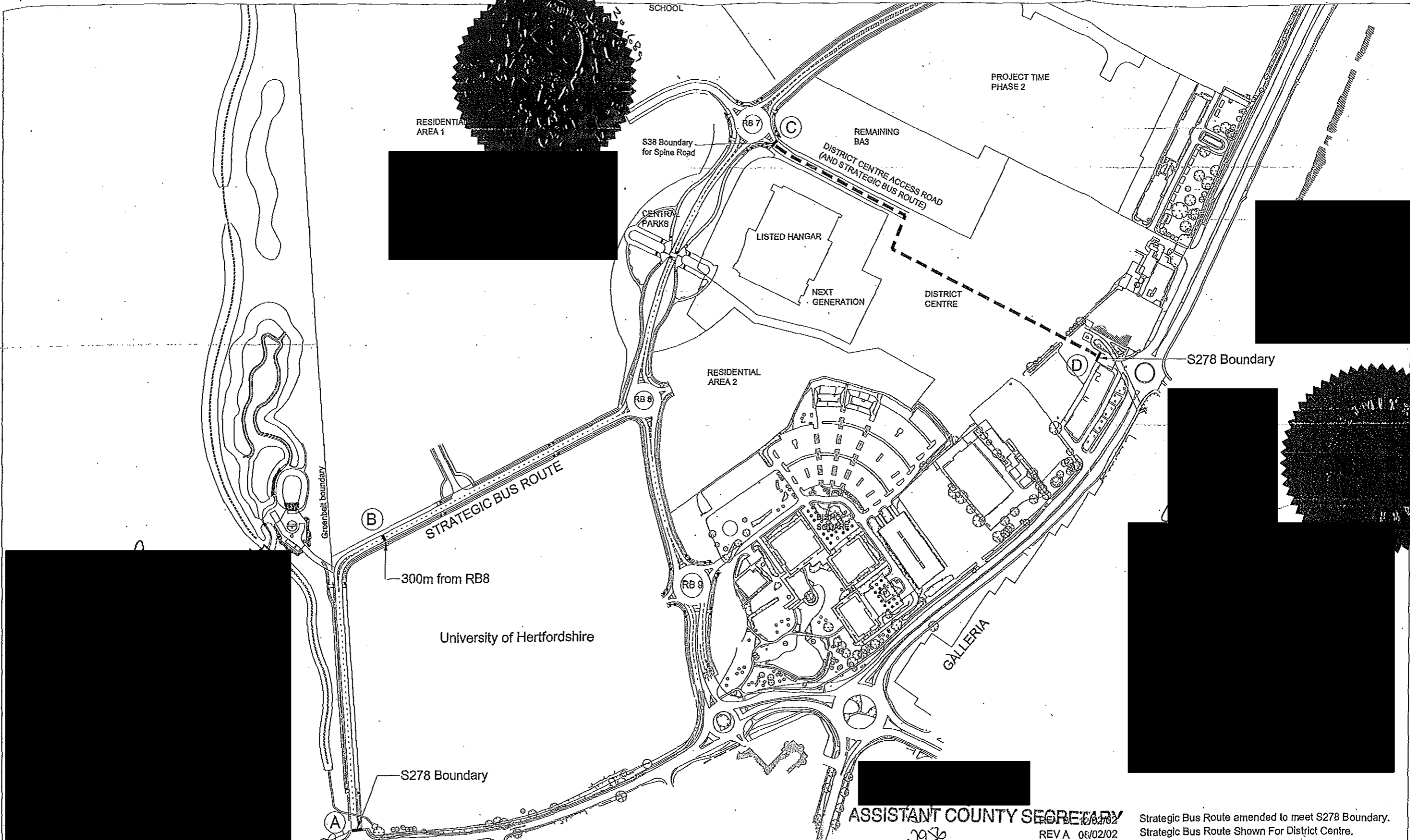
the
and
irst
tial

the
to
the
he

he
to

il
ie
d
e

s
s
l



ASSISTANT COUNTY SECRETARY
REV A 08/02/02

Strategic Bus Route amended to meet S278 Boundary.
Strategic Bus Route Shown For District Centre.

THE COMMON SEAL of THE COUNCIL
of the DISTRICT OF ST ALBANS was
hereunto affixed in the presence
of:-



Authorised Officer

The Baynham Meikle Partnership consulting structural + civil engineers		Checked by
Project HATFIELD BUSINESS PARK, MASTER PLANNING		Drawn by C.J
Title Section 106 Deed of Variation Strategic Transport Route Plan		Proj. No. 6858
		Date 22/11/01
		Scale NTS
		Dwg.No. 120 B