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THIS DEED OF VARIATION is made the 11<sup>th</sup> day of November 2005  
BETWEEN

1. WELWYN HATFIELD DISTRICT COUNCIL of Council Offices, The Campus, Welwyn Garden City, Hertfordshire AL8 6AE ("the Council")
2. HERTFORDSHIRE COUNTY COUNCIL of County Hall, Pegs Lane, Hertford, Hertfordshire SG13 8DE ("the County Council")
3. WESTMINSTER ROMAN CATHOLIC DIOCESE TRUSTEE of Archbishops House, Westminster, London SW1P 1QJ ("the First Owner")
4. COMMISSION FOR THE NEW TOWNS of Central Business Exchange 414 - 428, Midsummer Boulevard, Central Milton Keynes MK9 2EA carrying on business under the name of ENGLISH PARTNERSHIPS jointly with the URBAN REGENERATION AGENCY ("the Third Owner")
5. BUTEFINE LIMITED trading as Hertfordshire Country Club of Chequersfield, Welwyn Garden City, Hertfordshire AL7 4HY ("the Club") and
6. GEORGE WIMPEY NORTH LONDON LIMITED (Co. Regn. No. 1160327 ) whose registered office is situate at St David's Court, Union Street, Wolverhampton, West Midlands WV1 3JE ("George Wimpey North London Limited")

WHEREAS

- (1) This Deed is supplemental to an agreement dated 24th September 2003 made between the Council (1) the County Council (2) the First Owner (3) the Third Owner (4) and the Club (5) ("the Original Agreement") in relation to land at Chequersfield Welwyn Garden City Hertfordshire as more particularly described in the Original Agreement and therein called "the

Land" and entered into pursuant to inter alia Section 106 Town and Country Planning Act 1990 (hereinafter called "the Act")

- (2) The Original Agreement provides amongst other things for certain highway works called in the Original Agreement "the Works" ("the Works") to be carried out before the occupation of any of the dwellings or dwelling units to be constructed as part of the development ("the Development") described in the Original Agreement
- (3) The Works include amongst other things the construction of a toucan crossing on the A1000 Chequers and the provision of bus stops and laybys but upon considering the detailed design the parties to this Deed have agreed (i) that buses would be better served by a layby within the Development site away from the main road network and (ii) instead of a provision of a toucan crossing a contribution of £20,000 should be paid to the County Council and used for the provision of either a crossing in the future if and when demand exists or to improve the existing subway routes under the Chequers Roundabout and the parties to this Deed have agreed to the variation of the Original Agreement in manner hereinafter appearing
- (4) George Wimpey North London Limited is now the freehold owner of all that part of the Land now registered at HM Land Registry under Title Number HD428200
- (5) This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is entered into pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Clauses 3 and 4 of this Deed contain

Planning Obligations pursuant to Section 106 of the Act relating to the Land which are enforceable by the County Council and the Council and each of them

2. The Schedule of the Original Agreement is hereby amended by the deletion of the words:

“ 2. a toucan crossing on Chequers “

3. The Original Agreement shall be henceforth read as if a new Clause 8 as follows were included therein and as if George Wimpey North London Limited were a party to the Original Agreement for the purposes of such new Clause 8:

“8(a) George Wimpey North London Limited hereby covenants with the County Council and the Council to pay to the County Council within 28 days of the commencement of the Planning Permission the sum of £20,000 (twenty thousand pounds) as a contribution (“the Contribution”) to be used towards the provision by the County Council of either a crossing for pedestrians over Chequers in the vicinity of the Land in the future if and when demand exists or to improve in the future the existing subway routes under the Chequers Roundabout such sum to be index linked by reference to the Price Adjustment Formula for Construction Contracts in the Monthly Bulletin of Indices published by HMSO as collated into a single index in accordance with the SPONS Constructed Civil Engineering Cost Cost Index from the date of this Deed until the date of payment and shall notify the County Council forthwith upon such commencement of the Planning Permission

- (b) the Contribution shall be paid to the County Council using the latest available forecast figure (or figures as the case may be) at the date

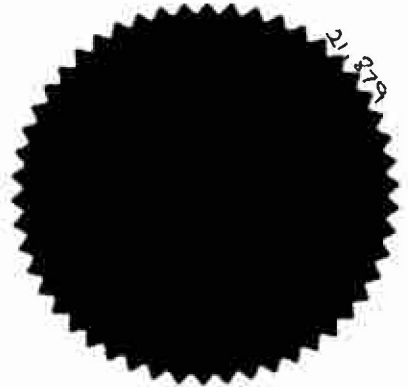
of payment and any payment or payments by way of adjustment shall be made within 14 days of demand by the County Council

- (c) If any part of the Contribution and any interest accrued on it remains unspent on the tenth anniversary of its receipt by the County Council then such part together with interest thereon at the rate from time to time prescribed under Section 32 of the Land Compensation Act shall be repaid by the County Council to George Wimpey North London Limited or the party who paid the Contribution to the County Council as the case may be “

- 4. George Wimpey North London Limited hereby covenant jointly and severally with the County Council and the Council in the form of the covenant set out as new Clause 8 within Clause 3 above of this Deed
- 5. In all other respects the terms of the Original Agreement remains unchanged
- 6. This Deed shall be registered as a Local Land Charge

IN WITNESS whereof the parties hereto have executed this Deed but not delivered  
it until the day and year first before written

THE COMMON SEAL of )  
WELWYN HATFIELD DISTRICT )  
COUNCIL was hereunto affixed )  
to this deed but not delivered until )  
the date hereof in the presence of:- )



Full Names..... Chairman of the Council

Signature..... [Redacted]

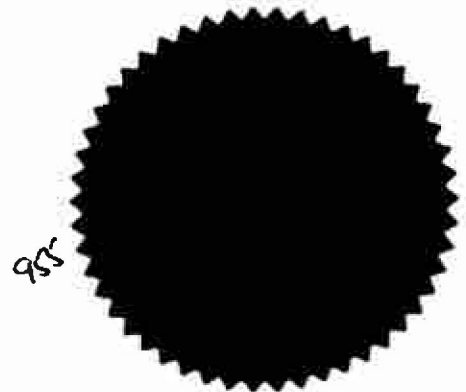
**Authorised Officer**

Full Names..... Solicitor to the Council

(being its authorised officer)

Signature... [Redacted]

THE COMMON SEAL of )  
HERTFORDSHIRE COUNTY )  
COUNCIL was hereunto affixed )  
to this deed but not delivered until )  
the date hereof in the presence of:- )

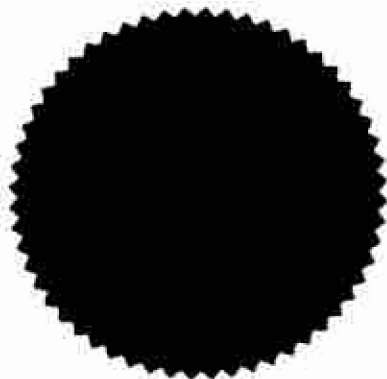


Full Names..... **ANDREW L LAYCOCK**..... County Secretary /

~~Assistant County Secretary \*~~

Signature.... [Redacted]

THE COMMON SEAL of )  
WESTMINSTER ROMAN )  
CATHOLIC DIOCESE )  
TRUSTEE was hereunto )  
affixed to this deed but not )  
delivered until the date hereof )  
in the presence of :- )



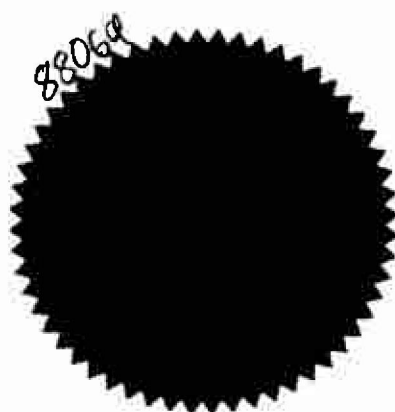
Full Names JOHN STANLEY KENNETH ARNOLD

Signature [REDACTED]

Full Names JOHN WILLIAM BARRATT GIBBS

Signature [REDACTED]

THE COMMON SEAL of the )  
COMMISSION FOR THE NEW )  
TOWNS was hereunto affixed )  
to this deed in the presence of :- )

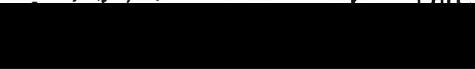


Full Names.....


Signature.....

THE COMMON SEAL of )  
BUTEFINE LIMITED was )  
hereunto affixed in the )  
presence of :- )

Full Names..... THOMAS GLOVER ..... Director / ~~Company~~ Secretary \*  
Signature..... 

Full Names..... ANAN IBRAHIM ..... Director / Company Secretary \*  
Signature..... 

THE COMMON SEAL of )  
GEORGE WIMPEY NORTH )  
LONDON LIMITED was )  
hereunto affixed in the )  
presence of :- )

Full Names..... LORENZO FRASCELLI ..... Director / Company Secretary \*  
Signature..... 

Full Names..... STEVEN ROSE ..... Director / Company Secretary \*  
Signature..... 

\* Delete as appropriate

Dated

11th November

2005

WELWYN HATFIELD DISTRICT COUNCIL (1)

HERTFORDSHIRE COUNTY COUNCIL (2)

WESTMINSTER ROMAN CATHOLIC  
DIOCESE TRUSTEE (3)

COMMISSION FOR THE NEW TOWNS (4)

BUTEFINE LIMITED (5)

GEORGE WIMPEY NORTH LONDON  
LIMITED (6)

DEED of AGREEMENT

**Supplemental to an Agreement under  
Section 106 Town & Country Planning Act  
1990 relating to Chequersfield, Welwyn  
Garden City, Hertfordshire dated 24th  
September 2003**

A L LAYCOCK  
COUNTY SECRETARY  
COUNTY HALL  
HERTFORD  
HERTS  
SG13 8DE

Ref:- JRE/DU514