

DATED 5th Mar 2011

(1) THE WELWYN HATFIELD BOROUGH COUNCIL

and

(2) HERTFORDSHIRE COUNTY COUNCIL

and

(3) PLACES FOR PEOPLE HOMES LIMITED

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT DATED 30th JANUARY 2009 AS VARIED BY
SUPPLEMENTAL AGREEMENT DATED 18 MARCH 2010 PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990
IN RELATION TO
LAND SITUATE AT AND KNOWN AS FORMER HAZEL GROVE JMI
SCHOOL, HAZEL GROVE, HATFIELD,
HERTFORDSHIRE**

M.K.Choudhry
Head of Legal Services
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire, AL7 6AE

THIS SUPPLEMENTAL AGREEMENT is made the

2011

BETWEEN

- (1) WELWYN HATFIELD BOROUGH 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 ("the County Council")
- on 09/13*
PLACES FOR PEOPLE HOMES LIMITED (Industrial & Provident Society number IP199447R) whose registered office is situate at 305 Grays Inn Road London WC1X 8QR (the PPHL)

WHEREAS:

- (A) On 30th January 2009 the Parties entered into a deed ("the Section 106 Agreement") made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at the former Hazel Grove JMI School Hazel Grove Hatfield Hertfordshire ("the Land")
- (B) On 18th March 2010 the Parties varied the Section 106 Agreement ("the First Supplemental Agreement")
- (C) The Parties are desirous of further varying the Section 106 Agreement (the Second Supplemental Agreement) as hereinafter appears
- (D) Words and expressions used in the First Supplemental Agreement shall have the same meaning in the Second Supplemental Agreement save where otherwise expressly provided
- (E) PPHL is the registered proprietor of the freehold interest in the Land registered at H M Land Registry under Title Numbers HD489839 and HD489840
- (F) The Council and the County Council are parties to the Second Supplemental Agreement in their capacities as Local Planning Authorities

NOW THIS DEED WITNESSETH as follows:

INTERPRETATION AND GENERAL

The Second-Supplemental Agreement is made pursuant to the same statutory provisions as the Section 106 Agreement (as varied)

- 1.1 The headings in this Second Supplemental Agreement are for convenience only and do not affect the construction hereof
- 1.2 The Second-Supplemental Agreement shall take effect on the date hereof
- 1.3 The Section 106 Agreement the First Supplemental Agreement and the Second Supplemental Agreement shall remain in full force and effect so far as the terms thereof remain to be observed and performed and save as expressly provided nothing herein shall release or discharge in whole or in part the obligations pursuant to the Section 106 Agreement (as varied) by the First Supplemental Agreement

VARIATION

1. THE Council the County Council and PPHL hereby agree that the Section 106 Agreement as varied by the First Supplemental Agreement shall be further varied to the following extent:

2.1 In clause 1.21 the definition of the Planning Application shall be varied to:

Planning applications under references S6/2007/0925/MA and S6/2010/0416/FP ~~(or any further subsequently approved planning application directly related to the development referred to in these applications) for planning permissions to carry out the Development together with plans specifications and particulars deposited with the Council~~

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2.2 In clause 1.22 the definition of The Planning Permission shall be varied to:

A planning permission for the Development the subject of the Planning Application

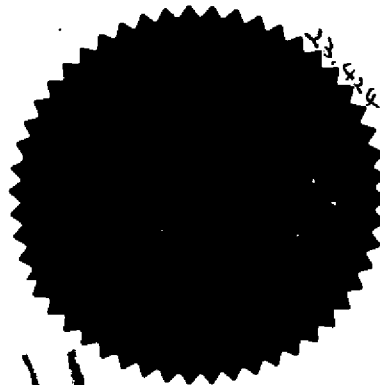
3 PPHL covenants with the Council to pay to the Council and the County Council on the date hereof the whole of the reasonable costs incurred by the Council and the County Council in the preparation and completion of this Deed

4. This Deed shall be registered as a Local Charge by the Council

5. The parties intend that no person who is not as party or a successor in title to a party to this Deed (or a statutory successor to the Council and/or the County Council) is to have the benefit of or be capable of enforcing any term of this Deed as a result of the Contracts (Rights of Third Parties) Act 1999 except as expressly provided for in this deed

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered on the day and year first before written

Executed as a Deed by affixing the)
COMMON SEAL of WELWYN)
HATFIELD BOROUGH COUNCIL was)
in the presence of)



[Signature]
Mayor
[Signature]
Duly authorised Officer

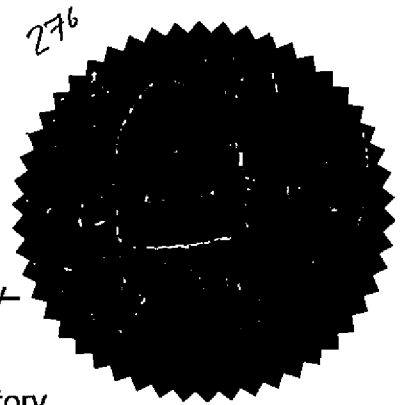
The COMMON SEAL of HERTFORDSHIRE)
COUNTY COUNCIL was hereunto affixed)
in the presence of)

Kathryn Pettitt
Chief Legal Officer



County Secretary

Authorised Signatory

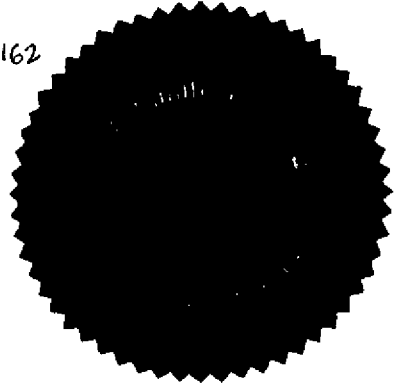


The COMMON SEAL of PLACES FOR)
PEOPLE HOMES LIMITED was hereunto)
in the presence of)



C. P. MARTIN

48162



Authorised Signatory