

DATED 6th March **2014**

- (1) BDW TRADING LIMITED**
- and**
- (2) THE COUNCIL OF THE BOROUGH OF HAVANT**
- and**
- (3) HAMPSHIRE COUNTY COUNCIL**

Supplemental Agreement

relating to a Deed dated 12 June 2013 pursuant to Section 106 of the Town and Country Planning Act 1990 and relating to land at Copseys' Nursery, Hallett Road, Havant in Hampshire

AGREED TERMS

1. Interpretation and Effect

In the event any inconsistency arises in the Section 106 Agreement and this Supplemental Agreement the wording set out in the Section 106 Agreement shall prevail. The terms of interpretation set out in the Section 106 Agreement apply to this deed.

2. Statutory Provisions

This deed is made pursuant to the provisions of sections 106 and 107 of the Town and Country Planning Act 1990.

3. Variation

This deed may only be varied by a deed made by the parties to this deed. Any variation of this deed shall be made by deed and shall be subject to the provisions of the Section 106 Agreement.

**SJS
LAW**

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DEED is dated

6th March .

2014

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- (1) **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House, Cartright Way, Forest Business Park, Bardon Hill, Coalville LE67 1UF ("**the Owner**").
- (2) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza, Civic Centre Road, Havant, Hampshire ("**the Council**")
- (3) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ ("**the County Council**")

BACKGROUND

- A. The Council is the local planning authority for the purposes of the Act and a local housing authority for the purposes of the Housing Act 1985 for the area within which the Property is situate.
- B. The County Council is the local planning authority for the purposes of the Act, the highway authority for Hampshire (save for trunk roads and special road) for the purposes of the Highways Act 1980 and the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 for the area within which the Property is situate
- C. The Owner is the registered proprietor of land at Copseys' Nursery, Hallett Road, Havant in Hampshire ("**the Property**") the subject of and more particularly defined by a Deed dated 12 June 2013 and made between (1) Manderstone Limited (2) Emma Louise Farwell and Sarah Gillian Benson and Timothy David Copsey and Peter James Copsey (3) Anne Brenda Copsey and Sarah Gillian Benson and Emma Louise Farwell (4) Generator Group Limited (5) the Council and (6) the County Council pursuant to Section 106 of the Town and Country Planning Act 1990 ("**the Original Section 106 Agreement**").
- D. The Property has now been amalgamated into one title number and is registered at the Land Registry under title number SH25428.
- E. Without prejudice to the terms of the other covenants contained in the Original Section 106 Agreement, the Parties wish to amend the Original Section 106 Agreement as set out in this deed with effect from the date of this deed ("**the Variation Date**").

AGREED TERMS

1. Interpretation and Effect

In this deed, expressions defined in the Section 106 Agreement and used in this deed have the meaning set out in the Section 106 Agreement (save as expressly varied by the provisions of this deed). The rules of interpretation set out in the Section 106 Agreement apply to this deed.

2. Statutory Provision

This deed is made pursuant to the provisions of sections 106 and 106A of the Act.

3. Variation

With effect from the Variation Date the Parties agree that the definition of "Affordable Housing Units" under Clause 4.1 of the Original Section 106 Agreement shall be amended to read as follows:

"Affordable Housing Units means the 35 residential units (being 35% of the total residential units on the Development) to be provided as Affordable Housing of which in accordance with the Housing Mix Ratio together with car parking spaces as appropriate either within the curtilage of the unit or separate comprising: 4 No. 4 bed, 14 No. 3 bed and 17 No. 2 bed houses."

4. Covenant to the Council

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement, as varied by this deed.

5. Local Land Charge

This deed shall be registered as a local land charge.

6. Third Party Rights

No one other than a party to this deed and their successors shall have any right to enforce any of its terms.

7. Governing law and Jurisdiction

7.1. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

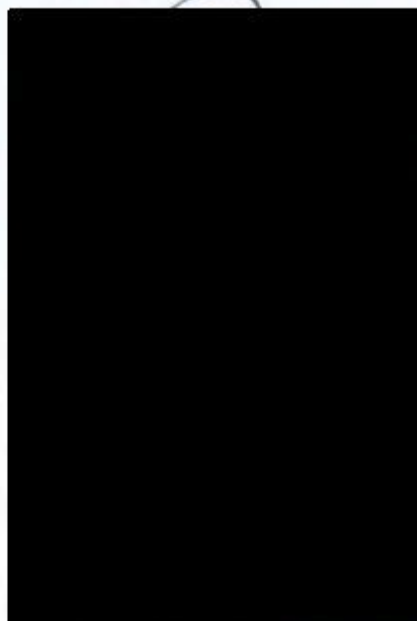
7.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof this document has been executed and delivered on the date first stated above.

Executed as a deed by:



as attorneys for and on behalf of
BDW TRADING LIMITED



Executed as a deed by affixing the common
seal of **HAMPSHIRE COUNTY COUNCIL**,
in the presence of:



.....
Authorised Officer

36/5608

Executed as a deed by affixing the common
seal of **THE COUNCIL OF THE BOROUGH
OF HAVANT**, in the presence of:



.....
Authorised Officer

12900