This **Supplemental Agreement** is made on 10th January 2011

Between:-

1. **BDW Trading Limited** whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("the Developer");

2. **Huntingdonshire District Council** of Pathfinder House, St Marys Street, Huntingdon, Cambridgeshire ("the Council"); and

3. **Cambridgeshire County Council** of Shire Hall, Castle Hill, Cambridgeshire, CB3 0AP ("the County Council").

WHEREAS:

a) The Developer is the freehold owner of land which is shown edged red on the plan attached to this Supplemental Agreement which land is hereinafter referred to as "the Land" and which is registered with Title Absolute under title number CB 297545. The Land forms part of a larger area of land which is shown edged blue on the plan and is hereinafter referred to as "the Site". The Site is the subject of an agreement made under Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act") between the District Council (1) the County Council (2) and the Developer (3) dated 19 May 2005 as varied by an agreement dated 3 June 2008 and made between the same parties ("the Agreement")

b) The Developer has through its related company Barratt Northampton (a trading division of the Developer) submitted a planning application under reference number 1001426FUL (the "Revised Application") to the Council for the repositioning of the secondary retail unit and reconfiguration of car parking, cycle store and bin stores at 1 Cromwell Drive, Huntingdon pursuant to the outline planning permission number 01/02549/HDC the related approval number 0403190S73 and the related reserved matter approval number 0601766REM which are together referred to as "the Planning Permission"

c) The Council is the Local Planning Authority for the purposes of Section 106 for the Act of the area in which the Land is situated

d) The County Council is the Local Education Authority and also a Local Planning Authority for the area in which the Land is situated

e) The Council is minded to grant planning permission for the Revised Application ("the Revised Permission") subject to the Developer entering into this Supplemental Agreement without which the Council would not grant the Revised Permission

Now it is agreed as follows:-

1. Definitions and Interpretation

1.1 In this deed the following words and expressions have the following meanings:-

"County Council"	means the person named as the County Council in the parties clause of this deed and its successors in title.
"Council"	means the person named as the District Council in the parties clause of this deed and its successors in title.
"Developer"	means the person named as Developer in the parties clause of this deed.

1.2 In this deed:-

1.2.1 The headings are for convenience only and do not affect its construction or interpretation and references to a clause are references (unless otherwise stated) to a clause in this deed.

1.2.2 Words of one gender include all other genders and any reference to a person includes a reference to a company, authority, board, department or other body.

1.2.3 If an obligation is owed to or by more than one person that obligation is owed to or by those persons separately, jointly or in any combination.

1.2.4 Any obligation on a party to do any act or thing includes an obligation to procure that it is done and any obligation not to do any act or thing includes an obligation not to permit the doing to the act or thing.

1.2.5 Any consent, approval, authorisation or notice required or given under this deed will only take effect if given in writing.

1.2.6 References to "statute" are references to any statue or statutory provision at the time being in force and any regulations, orders, by laws or other subordinate legislation made under any such statute or statutory provisions from time to time.

1.2.7 Unless expr3essly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it.

2. Enabling Powers

2.1 This Supplemental Agreement is made pursuant to the provisions of Section 106 of the Act and shall constitute and shall be deemed to contain planning obligations for the purposes of Section 106 of the Act and in the event of a breach it shall be enforceable by the Council and county Council as local planning authorities pursuant to all powers enabling and all enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the Developer's interest in the Land.

2.2 Without generality to clause 3.1 this Supplemental Agreement is further made pursuant to Sections 111, 120 and 139 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 insofar as the same may be relevant to the enforcements of the obligations contained herein

3. Developer's covenants

3.1 The Developer hereby covenants with the Council and the County Council that in consideration of the grant of the Revised Permission the Land shall be bound by the terms of the Agreement which shall continue in full force and effect and will also be bound by this Supplemental Agreement

3.2 The Developer further covenants that the obligations contained within the Agreement shall be enforceable by the Council and County Council in respect of any development carried out pursuant to the Revised Permission as if the Revised Permission was included within and formed part of the Planning Permission.

3.3 The covenants herein shall be binding on the Developer its successors and assigns and shall benefit and be enforceable by the Council and County Council and their successors, assigns, or any successor body.

4. Conditions Precedent

4.1 This Supplemental Agreement is conditional and shall only have effect upon the grant of the Revised Permission and the Commencement of Development pursuant thereto.

4.2 For the avoidance of doubt this Supplemental Agreement is entered into on the understanding that in the event of the Revised Permission being quashed as a result of any legal proceedings or revoked pursuant to Section 97 of the Act or expire before the Commencement of Development or cease to be valid and implementable for any other reason then this Supplemental Agreement shall absolutely determine and shall become null and void.

5. Registration of the Supplemental Agreement

5.1 This Supplemental Agreement shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Council.

6. Contract Rights of Third Parties

6.1 The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Supplemental Agreement.

7. Jurisdiction

7.1 This Supplemental Agreement is governed by and interpreted in accordance with the law of England and Wales

The Common Seal of **HUNTINGDONSHIRE DISTRICT COUNCIL** was affixed to this Deed in the presence of:-



154/10

[redacted]

~~DIRECTOR OF CENTRAL SERVICES~~

Head of Law Property **and Governance**

The Common Seal of **CAMBRIDGESHIRE** COUNTY ~~DISTRICT~~ **COUNCIL** was affixed to this Deed in the presence of:-



957/10

[redacted]

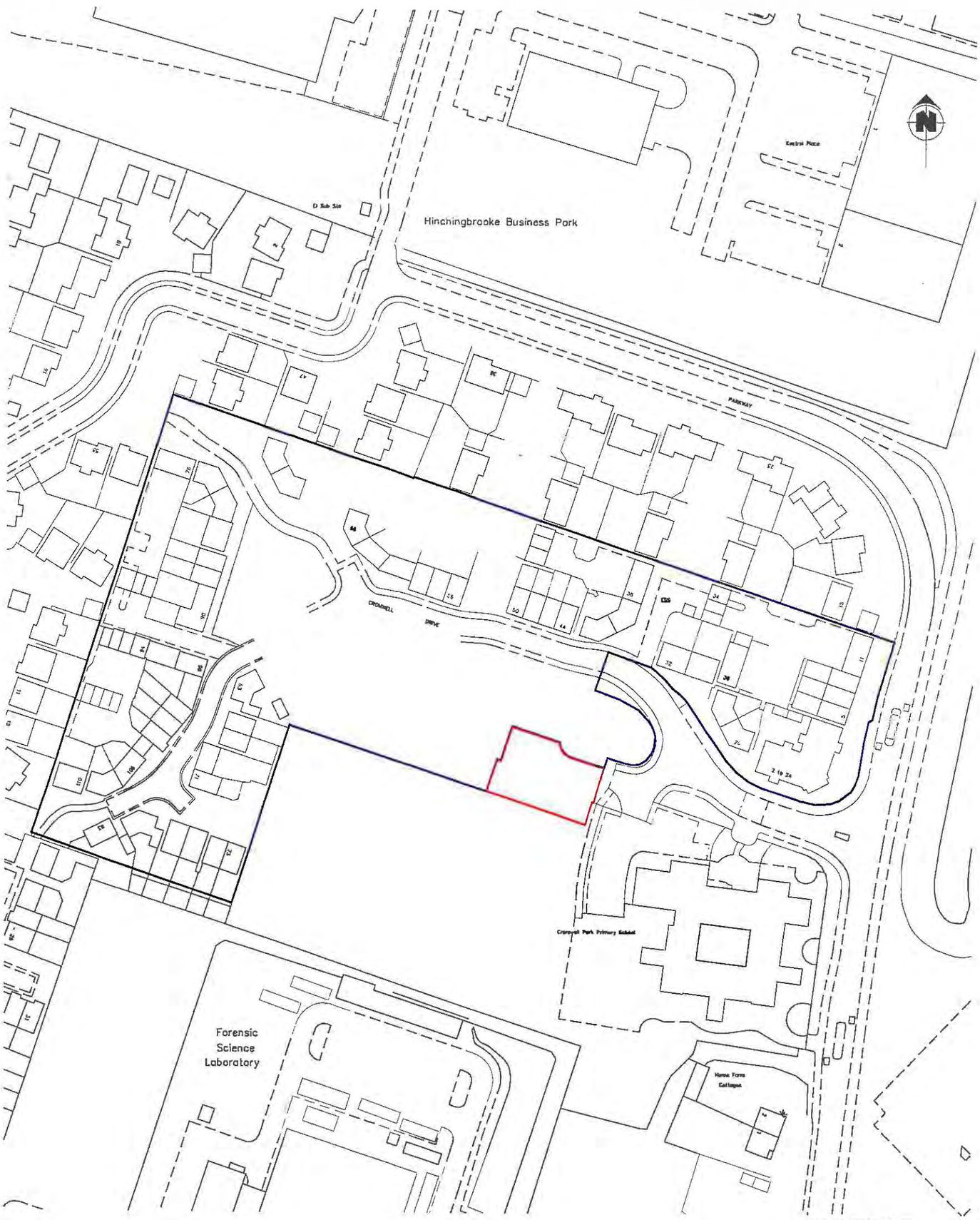
AUTHORISED SIGNATORY

Executed as a Deed by **BDW TRADING LIMITED**

BY [redacted]

AND

In exercise of the powers conferred on them by a Power of Attorney dated 20 AUGUST 2010



[redacted]

Rev A: Additional OS info added. 16.8.10

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Northants
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PROJECT
PARKWAY, HINCHINGBROOKE

TITLE
LOCATION PLAN

CLIENT
BARRATT HOMES
built around you

SCALE	DATE	DRAWN
1:1250	JULY 2010	NKW

DRAWING NUMBER	REVISION
P1360-LP	A