

DATED

FOURTEENTH DAY OF APRIL

2025

**SUPPLEMENTAL AGREEMENT MADE PURSUANT TO S.106 AND
S.106A TOWN AND COUNTRY PLANNING ACT 1990**

Between

HAMPSHIRE COUNTY COUNCIL

and

EASTLEIGH BOROUGH COUNCIL

and

BDW TRADING LIMITED

Second Supplemental Deed

**To an agreement under s106 of the Town and Country Planning Act 1990
dated 15 March 2016 as amended on 19 December 2017 relating to Moorgreen
Hospital, Botley Road, West End, Hampshire**

HCC Legal file ref: 134180/CMR

David Kelly
Assistant Director for Legal Services
and Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

THIS DEED is made this fourteenth day of April 2025

BETWEEN:

- (1) **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire SO23 8UJ ("**the County Council**")
- (2) **EASTLEIGH BOROUGH COUNCIL** of Eastleigh House Upper Market Street Eastleigh Hampshire SO50 9YN ("**the Council**")
- (3) **BDW TRADING LIMITED** (company registered number 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF ("**BDW**")

WHEREAS

- (A) The Council and the County Council are the local planning authorities for the purposes of the Town and Country Planning Act 1990 ("**the Act**") for the administrative area within which the Site is situated by whom the obligations contained in this Deed are enforceable.
- (B) The Council the County Council the Homes and Communities Agency (as Owner) and BDW (in its previous capacity as Developer) entered into an Agreement pursuant to S.106 of the Act dated 15 March 2016 relating to the Site.
- (C) The same parties as referred to in recital (B) above subsequently entered into a Deed of Variation dated 19 December 2017 to vary the Principal Deed (the "**First Deed of Variation**").
- (D) The Homes and Communities Agency has parted with its entire interest in the Site and BDW as successor in title to the Homes and Communities Agency (in its previous capacity as Owner) paid the Education (Secondary) Contribution to the County Council.
- (E) This Deed is supplemental to the Principal Deed and is intended to vary the Principal Deed as set out herein. Save where it is specifically varied herein, the Principal Deed shall continue to have full force and effect on the terms set out therein.
- (F) The parties have agreed to further vary the Principal Deed as hereinafter provided for the purpose of binding the Site with the obligations under the Principal Deed as varied by this Deed.
- (G) The County Council desires to use the Education (Secondary) Contribution for a different purpose as set out in this Deed and BDW as the party to which any repayment of the contribution would be made agrees to this change of purpose.
- (H) The Education (Secondary) Contribution has been paid in its entirety receipt of which is hereby acknowledged by the County Council.

(I) This Deed is a planning obligation for the purposes of section 106 of the Act.

NOW THIS DEED is made in pursuance of the powers contained in Section 111 of the Local Government Act 1972, Section 2 Local Government Act 2000 and Section 106A of the Act and is a planning obligation for the purposes of Section 106 of the Act and WITNESSES as follows:

1. Definitions and Interpretations:

- 1.1. In this Deed the term "Principal Deed" means the Agreement between Council the County Council the Homes and Communities Agency under s106 of the Act dated 15 March 2016 as varied by the First Deed of Variation
- 1.2 Expressions in this Deed shall save as otherwise stated in this Deed have the meanings given in the Principal Deed.
- 1.3 Where the context so admits words in this Deed shall be interpreted in accordance with the provisions of the Principal Deed.

2. Variation of the Principal Deed

- 2.1. The parties to this Deed hereby agree that on and from the date of this Deed the Principal Deed shall be varied as set out in clause 2.2.
- 2.2 The definition of "Education (Secondary) Contribution" in clause 1 of the Principal Deed shall be deleted in its entirety and replaced with the following definition:

"means a contribution in the sum of nine hundred and seven thousand seven hundred and ninety one pounds (£907,791) index linked from and including 1st November 2015 in accordance with clause 14.3 of this Deed towards the delivery of the new secondary school, namely Deer Park School, at Woodhouse Lane, Hedge End which will serve the Development"

3. Confirmation

It is hereby agreed and declared by the Council the County Council and BDW that saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and provisions contained in the Principal Deed shall continue to have full force and effect.

4. Covenants to the County Council

BDW covenants with the County Council to observe and perform the covenants, restrictions and obligations contained in this Deed.

5. Costs

The County Council agrees to pay on completion of this Deed to each of the other parties to this Deed their reasonable legal costs incurred in entering into this Deed.

6. Local Land Charge

This Deed shall be registered as a local land charge.

7. Third party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

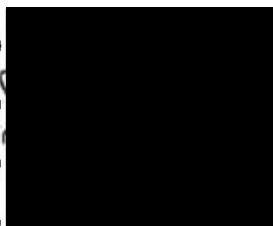
IN WITNESS whereof the parties have executed this document as a Deed and delivered it the day and year first above written

EXECUTED as a DEED by affixing)

THE COMMON SEAL of **EASTLEIGH**)

BOROUGH COUNCIL in the)

presence of:)



~~Legal Services Manager~~

Head of Legal Services

EXECUTED as a DEED by affixing)

THE COMMON SEAL of **HAMPSHIRE**)

COUNTY COUNCIL in the presence of:-)

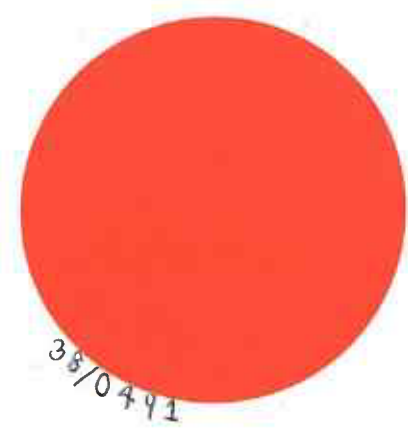
Authorised Signatory



Name (capitals)

Timothy Spender
Assistant Head of
Legal Services

Position



EXECUTED as a DEED by)

ADAM QUAYLE)

and)

ROSS SNOW)

Attorneys for and acting on behalf of)

BDW TRADING LIMITED)

in exercise of the powers conferred on)

them by a Power of Attorney dated)

in the presence of)


Attorney - Adam Quayle


Attorney - Ross Snow


Witness Signature

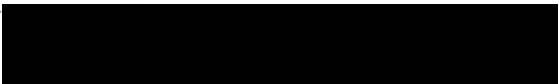

Witness Signature

JASON SPAKESPACE

Witness Name

Shirley Chipen

Witness Name


Witness Address


Witness Address

SENIOR LAND MANAGER

Witness Occupation

PA to COMMERCIAL DIRECTOR

Witness Occupation