

THIS AGREEMENT is made the 15th day of August Two thousand and Seventeen **BETWEEN DEWSBURY RAMS RLFC (HOLDINGS) LIMITED** (Company Registration No 2245573) whose registered office is at Tetley Stadium, Owl Lane, Dewsbury, West Yorkshire, WF12 7RH (hereinafter called "the **Owner**") of the first part **HARRON HOMES LIMITED** (Company Registration No 3012678) of Colton House, Temple Point, Bullerthorpe Lane, Leeds, LS15 9JL (hereinafter called "the **Developer**") of the second part **SANTANDER UK PLC** (Company Registration No 2294747) whose registered office is 2 Triton Square, Regents Place, London, NW1 3AN (hereinafter called "the **Mortgagee**") of the third part and **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire HD1 2TA (hereinafter called "the **Council**") of the fourth part.

WHEREAS:-

1. This Agreement is supplemental to:

a. an agreement dated 25th November 2014 between:

- i. Stirling Investment Properties LLP and the Scotfield Ltd RBS; and
- ii. Dewsbury Rams RLFC (Holdings) Limited; and
- iii. Harron Homes Limited; and
- iv. The Council of the Borough of Kirklees Council (hereinafter called "the Principal Agreement")

and

b. a supplemental agreement dated 11 November 2015 between:

- i. Stirling Investment Properties LLP and the Scotfield Ltd RBS; and
- ii. Dewsbury Rams RLFC (Holdings Limited); and
- iii. Harron Homes Limited; and
- iv. Santander UK PLC; and
- v. The Council of the Borough of Kirklees

c. a supplemental agreement dated 31 October 2016 between:

- i. Stirling Investment Properties LLP and the Scotfield Ltd RBS; and
- ii. Dewsbury Rams RLFC (Holdings Limited); and
- iii. Harron Homes Limited; and
- iv. Santander UK PLC; and
- v. The Council of the Borough of Kirklees

all relating to land at Owl Lane Dewsbury more particularly shown edged red and edged brown on "Plan 1 Location" annexed to the Principal Agreement ("the Site").

2. The Owner holds a long lease of part of the Site registered under title number WYK882179, and YY48744 and YY49111.
3. The Developer is the freehold owner of part of the Site registered under title numbers YY46055, YY61418 and YY45160 and holds a long lease of part of the Site registered under title number YY45164.
4. The Mortgagee is the mortgagee of (a) part of the Site registered under title number YY46055 and YY45164 pursuant to a charge dated 12 December 2014, (b) part of the Site registered under title number YY61418 pursuant to a charge dated 11 December 2015; and (c) part of the Site registered under title number YY45160 pursuant to a charge dated 12 December 2016.
5. The parties hereto desire to amend the Principal Agreement as mentioned below.

NOW IT IS HEREBY AGREED between the parties as follows:-

1. **THE** Principal Agreement and Deeds of Variation shall by this Deed as and from the date hereof be read and construed and observed and performed as if the definition of Planning Permission shall read as follows:-

"Planning Permission" means the planning permission granted pursuant to application reference numbers 2014/62/90780/E, 2015/70/90201/E, 2015/92998/E and 2016/93543/E.

2. **THE** Principal Agreement, as amended is in all other respects hereby confirmed and shall remain in full force and effect.
3. **THE** Developer shall pay to the Council its reasonable legal costs in the preparation of this Agreement.
4. **THE** Mortgagee acknowledges and declares that this Agreement has been entered into by the Developer with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Site shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability unless it takes

possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Developer.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as a Deed on the day and year first before written.

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF KIRKLEES was hereunto affixed)
but not delivered until the date hereof)
In the presence of:-)

[Signature]

~~Assistant Director~~ Legal, Governance
& ~~Monitoring~~ /Authorised Signatory



EXECUTED as a deed (but not)
delivered until the date hereof) by)
DEWSBUY RAMS RLFC (HOLDINGS))
LIMITED acting by the officers named)
Below)

Director

[Signature]

Director/Secretary

[Signature]

EXECUTED as a deed (but not)
delivered until the date hereof) by)
HARRON HOMES LIMITED acting)
by two Directors or by a Director)
and its Secretary)

Director

[Signature]

Director/~~Secretary~~

[Signature]

EXECUTED as a deed

by

as duly authorised attorney for

and on behalf of **SANTANDER**

UK PLC of 2 Triton Square, Regent's

Place, London, NW1 3AN in the

presence of

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)
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)
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)
)
)
)



Signature of witness:

Name (BLOCK CAPITALS):

Address:



BETH JONES

44 MERRION ST. LEEDS, LS2 8JQ

DATED 15th August 2017

DEWSBURY RAMS RLFC (HOLDINGS) LIMITED

and

HARRON HOMES LIMITED

and

SANTANDER UK PLC

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

SUPPLEMENTAL AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990
relating to land at Owl Lane, Dewsbury in the County of West
Yorkshire
