

THIS SUPPLEMENTAL DEED OF AGREEMENT is made the 9th day of June two thousand and seventeen

B E T W E E N

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES of Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council") of the first part;

NETWORK RAIL INFRASTRUCTURE LIMITED (Co. Reg. No. 2904587) whose registered office is at 1 Eversholt Street, Kings Cross, London NW1 2DN ("the Owner") of the second part; and

SOLUM REGENERATION (TWICKENHAM) LIMITED (Co. Reg. No. OC400334) whose registered office is at Tempsford Hall Sandy Bedfordshire SG19 2BD ("the Developer") of the third part

INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:-

"the Principal Agreement"	the agreement made under Section 106 of the 1990 Act between the parties hereto in relation to the Property and dated 29th March 2012
"the Planning Permission"	a planning permission granted by the Council on 30th March 2012 bearing reference number 11/1443/FUL for the redevelopment of the Property
"the Property"	the land known as Twickenham Railway Station London Road Twickenham TW1 1BD as shown edged red on Plan 1 attached to the Principal Agreement

WHEREAS:

- (1) the Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and is the authority by whom this Deed is enforceable
- (2) by the Principal Agreement the parties hereto agreed that the Property should be subject to the planning obligations therein set out

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made pursuant to Sections 106 and 106A of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and all other enabling powers
2. THE Developer COVENANTS with the Council to pay the Council the sum of twenty thousand pounds (£20,000) within one (1) month of the date of this Deed to be applied by the Council for the purposes set out at clause 3 below

3. THE Council COVENANTS with the Owner and the Developer to use the payment to be received by it under Clause 2 of this Deed for the purposes of highway works and traffic regulation purposes including and without prejudice to the generality thereof:

(a) Amendments to existing permanent Traffic Management Orders (to allow temporary suspension of 15 existing residents parking bays on Mary's Terrace creation of 2 new temporary bays on eastern side of the site hoarding on Mary's Terrace and the temporary change of 11 shared use (Pay & Display and Residents Parking) spaces on Amyand Park Road to residents only parking bays;

(b) Road Closure Order for closure of western end of Mary's Terrace (to allow siting of site compound);

(c) Removal and reinstatement of two lighting columns on the western side of Mary's Terrace;

(d) Removal and reinstatement of pay and display machine and associated signage costs on Amyand Park Road;

(e) Initial suspension of 11 parking bays on Amyand Park Road to undertake amendment works;

(f) Associated signage and lining costs

4. The Council COVENANTS with the Developer that following receipt of a demand in writing from the Developer the Council will repay any Unallocated Amount (as defined in the Principal Agreement) in respect of the payment made pursuant to clause 2 above to the party who made the relevant payment PROVIDED THAT such demand is not made until the expiry of the period which is 4 years from the date the relevant payment was initially made together with Interest calculated from the date of the Developer's demand until the date of repayment and upon receipt of a written request the Council will issue a certificate showing the payment made from the account into which such payment was applied

5. THE Council the Owner and the Developer AGREE that:

(a) the Definitions in the Principal Agreement shall have effect for the purposes of this Deed insofar as they are relevant thereto

(b) Paragraph 8.2 in Part VIII of the First Schedule to the Principal Agreement shall be amended so that henceforth all references in that paragraph to "Mary's Terrace" shall be read as "Mary's Terrace and Beauchamp Road"

(c) save for the variations in this Deed the terms of the Principal Agreement shall remain in full force and effect

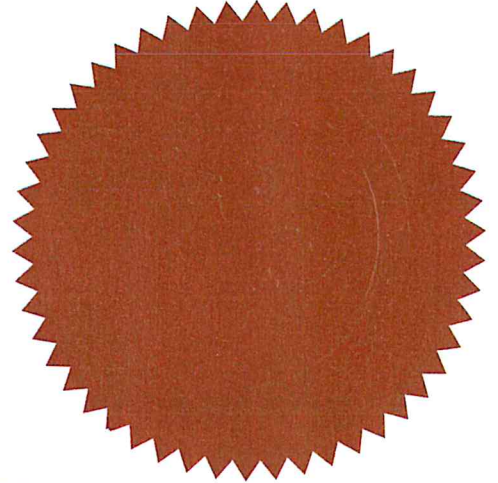
(d) the Developer will pay to the Council its legal fees in the drafting of this agreement

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

**THE COMMON SEAL of the MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF RICHMOND UPON
THAMES** was hereunto affixed in the
presence of:-)
)
)
)
)



Authorized Officer



Seal Reg. No *28633/03*

for
RAIL
Executed as a deed by
affixing the Common Seal of
**NETWORK INFRASTRUCTURE
LIMITED** in the presence of:

SEAL NO. *39398*




Authorized Signatory

Senior Assistant

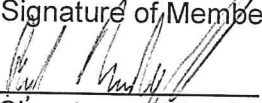
Company Secretary

Authorized Signatory as approved
by a resolution of the board of
Network Rail Infrastructure Limited
on 19 October 2015

Executed as a deed by **SOLUM
REGENERATION (TWICKENHAM) LLP**
acting by two members:



Signature of Member



Signature of Member

Dated *9th June 2017*

**The Mayor and Burgesses of the London
Borough of
Richmond upon Thames**

-and-

Network Rail Infrastructure Limited

-and-

**Solum Regeneration
(Twickenham) LLP**

SUPPLEMENTAL DEED OF AGREEMENT
made under Section 106 and 106A of the Town
and
Country Planning Act 1990 in respect of
Twickenham Railway Station London Road
Twickenham TW1 1BD

South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY

Ref. L/GRC 217/1584