

THIS DEED OF VARIATION is made the 10th day of May two thousand and twelve.

BETWEEN

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA ("the Council")
- (2) **CONTOUR HOMES LIMITED** (a charitable Industrial and Provident Society Number 23607R) of Quay Plaza 2, 1st Floor Lowry Mall Salford Quays Salford Manchester M50 3AH ("the Association")

WHEREAS

- (i) The Council is the local planning authority for the purposes of the Town and County Planning Act 1990 (as amended) ("the Act") for the area within which certain land and property known as land at Primrose Mill Woone Lane Clitheroe Lancashire as shown edged red on the plan annexed (hereinafter called "the Affordable Housing Land") is situated
- (ii) The Association is seised in fee simple absolute of the Affordable Housing Land which is part of the land registered at the Land Registry with absolute title under title number LAN118852
- (iii) On 24 March 2010 the Council (1) Beck Developments Limited (2) John Barrie Sykes and Pauline Sykes (3) David Howard Eventhall (4) Tor Pension Trustees Limited (5) and Haydock Finance Limited (6) entered into an Agreement pursuant to Section 106 of the Act ("the Section 106 Agreement") in respect of the Affordable Housing Land and other lands
- (iv) The Council granted planning permission by a decision notice dated 24 March 2010 for permission to develop the Affordable Housing Land and other lands as detailed in the plans and particulars deposited with the Council under reference 3/2010/0054/P and subject to the Section 106 Agreement
- (v) The Section 106 Agreement was modified by a Supplemental Agreement dated 22 October 2012 made pursuant to Section 106 of the Act in relation to the Affordable Housing Land between the Council (1) Beck Developments Limited (2) Helena Balmforth and Tor Pension Trustees Limited (3) Haydock Finance Limited (4) and the Association (5) ("the Supplemental Agreement")
- (vi) The Council and the Association have agreed to vary the Supplemental Agreement on the terms set out in this deed

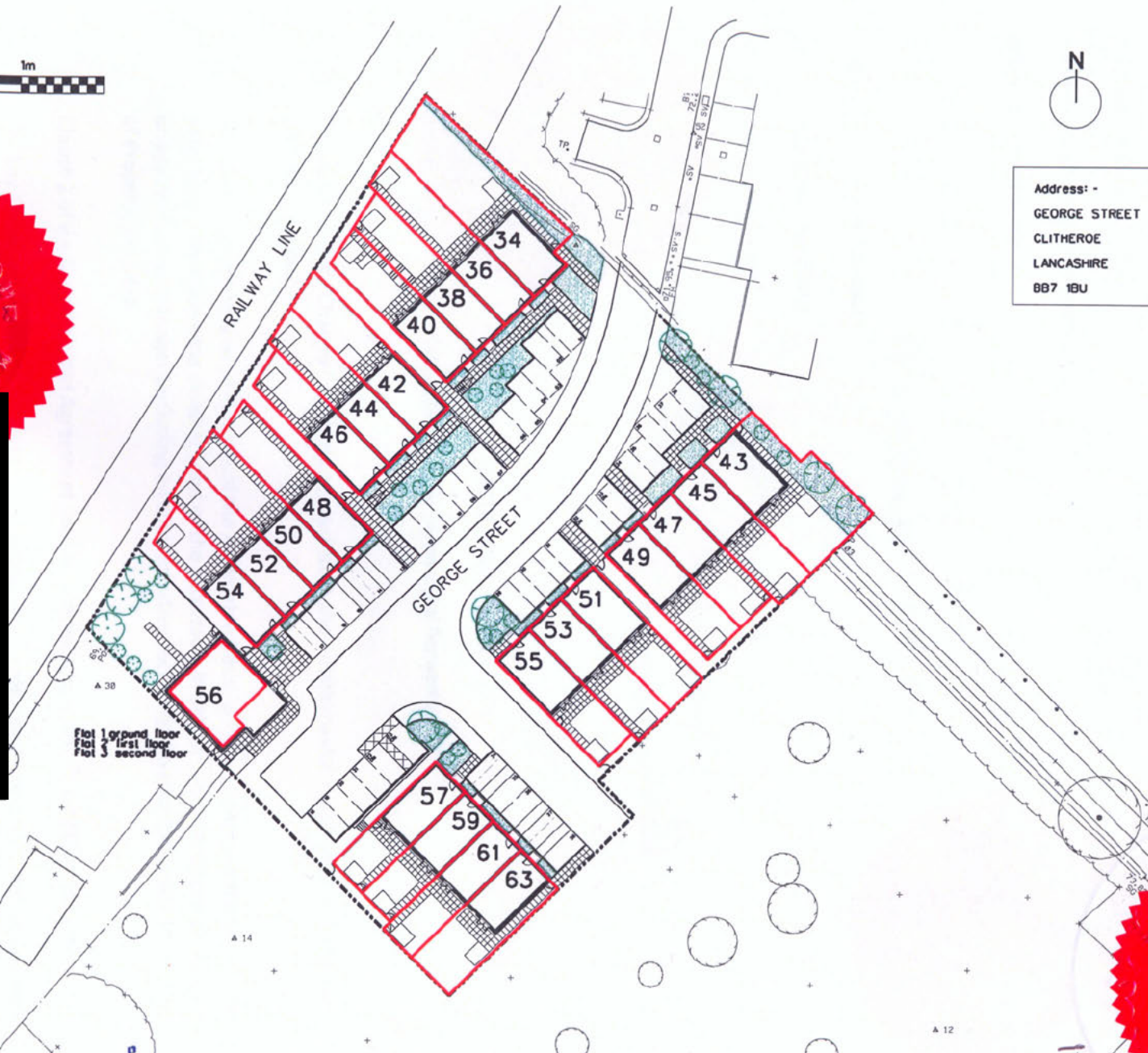
- (vii) This Deed is supplemental and collateral to the Section 106 Agreement and the Supplemental Agreement and shall be read in conjunction with and where necessary as a variation of the Section 106 Agreement and the Supplemental Agreement

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. The definitions and interpretation in this Deed shall be the same as in the Section 106 Agreement and the Supplemental Agreement except as varied by this Deed
2. This Deed is made in pursuance of Section 106 of the Act and is a planning obligation enforceable by the Council for the purposes of that Section with the intent to bind each and every part of the Affordable Housing Land and the parties hereto to observe and perform the covenants restrictions and obligations set out in the Schedule
3. The expressions "the Council" and 'the Association' shall include their respective successors in title and assigns
4. From and including the date hereof the Supplemental Agreement shall be read and construed as varied by the provisions set out in the Schedule
5. The Supplemental Agreement shall remain fully effective except as varied by this deed and the terms of the Supplemental Agreement shall have effect as though the provisions contained in this deed had been originally contained in the Supplemental Agreement
6. No person shall be liable for breach of covenant in this Deed after they shall have parted with its interest in the Affordable Housing Land or any part thereof in respect of which such breach occurs but such release shall be without prejudice to liability for any subsisting breach of covenant arising prior to the parting with such interest
7. This Deed is a local land charge and shall be registered as such for the purposes of the Local Land Charges Act 1975
8. Nothing in this Deed either express or implied shall prejudice or affect the Councils rights powers duties and obligations in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the Council under all public and private statutes directives bye-laws and regulations may be fully and effectively exercised as if the Council had not entered this Deed



Address: -
GEORGE STREET
CLITHEROE
LANCASHIRE
BB7 1BU



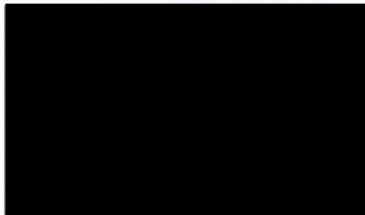
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IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

The Common Seal of Ribble

Valley Borough Council was hereunto

affixed in the presence of:-



Mayor

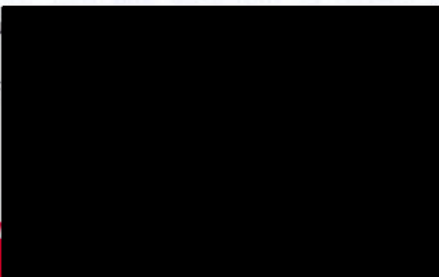
Chief Executive



The Common Seal of Contour

Homes Limited was hereunto

affixed in the presence of



Authorised Signatory

Authorised Signatory/Secretary

Party

1252



SCHEDULE

Variations to the Supplemental Agreement

1. The definition of "Chargee" shall be deleted from the Supplemental Agreement and replaced with the following:-

"Chargee" any mortgagee or chargee of the Affordable Housing Land or any part thereof or any units within the Affordable Housing Land or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

2. Clause 2 of the Supplemental Agreement shall be deleted and replaced with the following

"2. Any Chargee shall prior to seeking to dispose of the Affordable Housing Land or any part thereof pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months prior notice to the Council of its intention to dispose ("the Notice") and:

- (a) In the event that the Council responds within 1 month from the date of service of the Notice indicating that arrangements for the transfer of the Affordable Housing Land or any part thereof

can be made in such a way as to safeguard them as affordable housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure each transfer

(b) If the Council does not serve its response to the Notice within 1 month from service of the Notice then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed the Section 106 Agreement and the Supplemental Agreement

(c) If the Council or any other person cannot within 2 months of the date of service of the Notice secure such transfer then provided that the Chargee shall have complied with its obligations under this paragraph 2 the Chargee shall be entitled to dispose free of the restrictions set out in this Deed the Section 106 Agreement and the Supplemental Agreement

PROVIDED THAT at all times the rights and obligations in this paragraph 2 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage"